

After recording return to:

Lisa R. Magnacca, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, Maine 04101-2480

## EASEMENT DEED

**ANN R. GAGNON and DAVID H. GAGNON, Trustees under the ANN R. GAGNON LIVING TRUST dated September 1, 1998, and any amendments thereto**, whose mailing address is 121 Field Road, Falmouth, Maine 04105 (collectively, the "Grantor"), for consideration paid, grant with QUITCLAIM COVENANT to the **TOWN OF FALMOUTH**, a body corporate and politic, whose mailing address is 271 Falmouth Road, Falmouth, Maine 04105 (the "Grantee"), its successors and assigns, a perpetual non-exclusive right and easement over Grantor's land located in the Town of Falmouth, County of Cumberland, and State of Maine, for pedestrian and vehicular access, with persons and equipment, along an existing cleared driveway beginning on the easterly side of Field Road and continuing over land of the Grantor, in a generally southeasterly direction, and continuing south to the area of a certain farm crossing identified as "149 + 55 Farm Crossing" on the plan entitled "Right-of-Way and Track Map Maine Central R.R. operated by the Maine Central Railroad Company, Station 105 + 60 to Station 158 + 40, June 30, 1916, Plan #V1/3"; the approximate location of said cleared driveway and farm crossing being shown on **Exhibit A** attached hereto. The rights granted herein further include the right to enter on Grantor's land between the cleared driveway and farm crossing and on either side of the railroad tracks at or near the farm crossing, and to locate, install, maintain, remove or replace any railroad signals, signs, lights or other devices that may now or hereafter be required in connection with the use of said railroad tracks or farm crossing, and to cut down and/or trim trees, foliage and roots or other obstructions, to the extent the Grantee deems such work to be necessary or convenient to the exercise of its rights as set forth above.

Notwithstanding the foregoing, at such time, if any, as Grantee is no longer required to maintain the above-mentioned railroad signals, signs, lights or other devices, Grantee shall release its rights hereunder to the Grantor by written instrument recorded in the Cumberland County Registry of Deeds. In the event of such release, and at Grantor's request, such railroad signals, signs, lights or other devices may be retained by Grantor, subject to any requirements or rules of the Federal Railroad Authority.

The Grantee agrees to undertake all work as permitted hereunder at its sole cost and expense and, following the exercise of its rights hereunder, to restore the area as nearly as practical to its condition prior to the undertaking of any work hereunder.

Reserving to the Grantor the right to use and enjoy the easement area described herein for all purposes as are not inconsistent with and shall not materially interfere with the use thereof by Grantee for the purposes above-mentioned, provided that no building, signs, or any kind of permanent structures or items shall be erected on any part of the easement area without the prior approval of the Grantee.

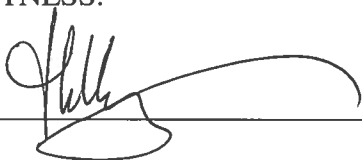
The rights and easements conveyed herein and the terms and conditions thereof shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, and shall run with the land.

For Grantor's source of title to the easement area described herein, reference is made to a deed from David H. Gagnon dated September 22, 1998 and recorded in the Cumberland County Registry of Deeds in Book 14173, Page 344; a deed from David H. Gagnon and Ann R. Gagnon dated September 22, 1998 and recorded in said Registry in Book 14173, Page 346; a deed from David H. Gagnon dated September 22, 1998 and recorded in said Registry in Book 14173, Page 348; and a deed from the Town of Falmouth dated February 24, 2009 and recorded in said Registry of Deeds in Book 26666, Page 19.


The Grantor, trustees as aforesaid in their said capacities, do hereby covenant with the said Grantee, its successors and assigns, that they are the sole Trustees under said Trust; that said Trust is still in force and effect; that they have the power thereunder to convey as aforesaid; and that in making this conveyance, they have, in all respects, acted pursuant to and in accordance with the authority vested in and granted to them therein and all terms and conditions of said Trust.

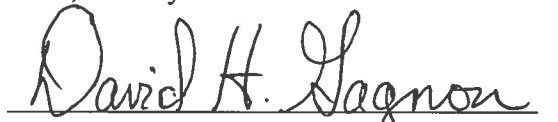
IN WITNESS WHEREOF, Ann R. Gagnon and David H. Gagnon, Trustees under the Ann R. Gagnon Living Trust dated September 1, 1998, and any amendments thereto, have set their hands and seals this 11 day of September, 2014.

WITNESS:

  
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Ann R. Gagnon, Trustee under the Ann R. Gagnon Living Trust dated September 1, 1998, and any amendments thereto

  
David H. Gagnon, Trustee under the Ann R. Gagnon Living Trust dated September 1, 1998, and any amendments thereto

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September 11, 2014

Personally appeared the above-named Ann R. Gagnon, Trustee under the Ann R. Gagnon Living Trust dated September 1, 1998, and any amendments thereto, and acknowledged the foregoing instrument to be her free act and deed.

Before me,  
  
Attorney-at-Law/Notary Public

Linda M. Case  
Notary Public Maine  
My Commission Expires June 29, 2019

LINDA M CASE  
Print Name  
My commission expires: \_\_\_\_\_

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September 11, 2014

Personally appeared the above-named David H. Gagnon, Trustee under the Ann R. Gagnon Living Trust dated September 1, 1998, and any amendments thereto, and acknowledged the foregoing instrument to be his free act and deed.

Before me,  
Linda M Case  
Attorney-at-Law/Notary Public  
LINDA M CASE  
Print Name  
My commission expires: \_\_\_\_\_

Linda M. Case  
Notary Public Maine  
My Commission Expires June 29, 2019

EXHIBIT A

