

**EASEMENT DEED
(Pedestrian Trail)**

KNOW ALL PERSONS BY THESE PRESENTS that Ocean View at Lunt School, LLC, a Maine limited liability company with a place of business in Falmouth, Maine (“Grantor”) for consideration paid, grants to the Town of Falmouth, a municipality existing under the laws of the State of Maine with a mailing address of 271 Falmouth Rd., Falmouth, ME 04105, its successors and assigns (“Grantee”) a perpetual easement for public access during daylight hours over the 5’ foot wide pedestrian trail to be constructed and maintained by Grantor, generally shown as “Proposed Trail Easement on Lot E – to be located in the field” on the plan attached hereto as Exhibit A and incorporated herein. The precise location of the trail shall be subject to the approval of the Town of Falmouth and the trail shall be constructed using bark mulch, or such other material as may be approved by the Town of Falmouth, and shall be the same width as the existing trail around the detention pond (the “Pond Loop Trail”), generally shown as “Approx. Location Existing Pond Loop Trail & Easement” on Exhibit A. The land burdened by the easement granted herein is the Grantor’s property in Falmouth, Cumberland County, Maine being described in a deed to Grantor from the Town of Falmouth dated February 27, 2013 and recorded in said Registry of Deeds in Book 30428, Page 1 (the “Grantor’s Land”).

This easement is granted so that the general public can access and use said trail for walking, running, snowshoeing and cross country skiing during daylight hours. Grantor shall be responsible for the initial construction of the trail (but not for any lighting thereof), and for the future maintenance and repair of the trail, to be performed in Grantor’s reasonable discretion and at Grantor’s sole cost and expense, provided that the trail must be kept in orderly condition, safe for pedestrian passage.

Said trail will connect to the trails now or hereafter to be located on land owned by Grantee identified as Lot F (the “Town’s Land”) on the 12th Amended Subdivision Plat, Plummer, Motz & Lunt School Properties, made for Ocean View Retirement Community Limited Partnership et al, by Titcomb Associates, dated May 2, 2016 as revised through July 22, 2016 and recorded in the Cumberland County Registry of Deeds, Plan Book 216, Page 311 (the “Plan”) and shall provide pedestrian connectivity between the sidewalk on the westerly side of Middle Road (Route 9) and the Pond Loop Trail and any other trail systems now or hereafter located on the Town’s Land or on any of the lots within the subdivision as shown on the Plan. The construction and maintenance of the trail shall at all times be in compliance with all permits and approvals relating to the Grantee’s subdivision being shown on the Plan.

Grantee shall also have the right, but not the obligation, to install, maintain, repair and replace, at its sole cost and expense, kiosks, signage and other trail appurtenances on the Grantor’s property within the area labeled “75’ wide utility/sidewalk easement (#12)” on the Plan, provided that Grantee shall be thereafter responsible for maintaining the same in orderly and safe condition.

Reference is made to (a) the Easement Deed from Ocean View at Lunt School, LLC to the Town of Falmouth dated October 26, 2016 and recorded in said Registry in Book 33559, Page 25 pertaining to the Pond Loop Trail, and (b) the Easement Deed of near or even date herewith from the Grantee to the Grantor, to be recorded herewith, relating to that portion of said trail to be constructed by the Grantor on the Town's Land.

The rights and easements conveyed herein and the terms and conditions hereof 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 Grantor's Land.

IN WITNESS WHEREOF, the said Ocean View at Lunt School, LLC, by its duly authorized General Partner, thereunto duly authorized, has executed and delivered this deed as of this ___ day of _____, 2020.

Signed, Sealed and Delivered
in the Presence of:

Ocean View at Lunt School, LLC
By: Ocean View Management Company,
Its Manager

By: _____
John B. Wasileski, Its President

STATE OF MAINE
CUMBERLAND, ss.

_____, 2020

Then personally appeared the above named John B. Wasileski, President of Ocean View Management Company, Manager of said limited liability company, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation and said limited liability company, before me,

Attorney at Law/Notary Public
Printed Name: _____

MORTGAGEE JOINDER

Kennebunk Savings Bank, a Maine banking institution having a mailing address of _____ (“Lender”), and holder of the following security instruments from **Ocean View Retirement Community Limited Partnership** and/or **Ocean View at Lunt School, LLC**:

- a Mortgage, Leasehold Mortgage, Security Agreement, Assignment of Rights and Financing Statement dated December 23, 2015, and recorded in the Cumberland County Registry of Deeds (“Registry”) in Book 32822, Page 116;
- Assignment of Leases and Rents dated December 23, 2015 and recorded in said Registry at Book 32822, Page 140;
- Mortgage, Security Agreement, Assignment of Rights and Financing Statement dated December 23, 2015 and recorded in said Registry at Book 32822, Page 154; and
- Assignment of Leases and Rents dated December 23, 2015 and recorded said Registry in Book 32822, Page 170;

(together, the above-referenced security instruments, as the same have been amended and may be amended from time to time, being hereinafter collectively referred to as the “Security Documents”), hereby joins in this Easement Deed (“Easement”) for the sole and limited purpose of consenting to the terms of said Easement and subordinates the liens of the Security Documents to the rights and interests created under said Easement, and no other, and agreeing that in the exercise of its rights under the Security Documents it will recognize and agree to be bound by the terms and provisions hereof. This Joinder shall in no way affect or impair the right of Lender to hold under the Security Documents, as security for the sums remaining due thereon, all the remainder of the mortgaged premises therein conveyed or described and not hereby released.

IN WITNESS WHEREOF, Kennebunk Savings Bank has caused this instrument to be executed by _____, its _____, thereunto duly authorized, this ____ day of _____, 2020.

Kennebunk Savings Bank

By: _____

Printed name:

Its:

See acknowledgement, following page

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

_____, 2020

Personally appeared the above named _____, _____ of
Kennebunk Savings Bank., and acknowledged the foregoing instrument to be his/her free act
deed in his/her said capacity, and the free act and deed of said Kennebunk Savings Bank.

Before me,

Notary Public/Maine Attorney at Law

Print name

My commission expires _____

MORTGAGEE JOINDER

Bath Savings Institution, a Maine banking institution having a mailing address of _____ (“Lender”), and holder of the following security instruments from **Ocean View Retirement Community Limited Partnership** and/or **Ocean View at Lunt School, LLC**,

- a Mortgage, Leasehold Mortgage, Security Agreement, Assignment of Rights and Financing Statement dated December 23, 2015, and recorded in the Cumberland County Registry of Deeds (“Registry”) in Book 32822, Page 116;
- Assignment of Leases and Rents dated December 23, 2015 and recorded in said Registry at Book 32822, Page 140;
- Mortgage, Security Agreement, Assignment of Rights and Financing Statement dated December 23, 2015 and recorded in said Registry at Book 32822, Page 154;
- Assignment of Leases and Rents dated December 23, 2015 and recorded in said Registry at Book 32822, Page 170;
- Junior Mortgage, Leasehold Mortgage, Security Agreement, Assignment of Rights and Financing Statement dated July 25, 2019 and recorded in said Registry at Book 35832, Page 265;
- Assignment of Leases and Rents dated July 25, 2019 and recorded in said Registry at Book 35832, Page 289;
- Junior Mortgage, Security Agreement, Assignment of Rights and Financing Statement dated July 25, 2019 and recorded in said Registry at Book 35832, Page 302; and
- Assignment of Leases and Rents dated July 25, 2019 recorded in said Registry at Book 35832, Page 318

(together, the above-referenced security instruments, as the same may have been amended and may be amended in the future, being hereinafter collectively referred to as the “Security Documents”), hereby joins in this Easement Deed (“Easement”) for the sole and limited purpose of consenting to the terms of said Easement and subordinates the liens of the Security Documents to the rights and interests created under said Easement, and no other, and agreeing that in the exercise of its rights under the Security Documents it will recognize and agree to be bound by the terms and provisions hereof. This Joinder shall in no way affect or impair the right of Lender to hold under the Security Documents, as security for the sums remaining due thereon, all the remainder of the mortgaged premises therein conveyed or described and not hereby released.

IN WITNESS WHEREOF, Bath Savings Institution has caused this instrument to be executed by _____, its _____, thereunto duly authorized, this ____ day of _____, 2020.

Bath Savings Institution

By: _____

Printed name:

Its:

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2020

Personally appeared the above named _____, _____ of Bath Savings Institution., and acknowledged the foregoing instrument to be his/her free act deed in his/her said capacity, and the free act and deed of said Bath Savings Institution.

Before me,

Notary Public/Maine Attorney at Law

Print name

My commission expires _____

GROUND LESSEE JOINDER

Ocean View Retirement Community Limited Partnership, a Maine limited partnership with a place of business in Falmouth, Maine (the "LP"), being the tenant under a certain Ground Lease dated February 27, 2013 by and between the LP as tenant and Ocean View at Lunt School, LLC, a Maine limited liability company as landlord (the "Lease") as described in a Memorandum of Ground Lease dated February 27, 2013 and recorded in the Cumberland County Registry of Deeds in Book 32426, Page 326, hereby joins in this Easement Deed ("Easement") for the sole and limited purpose of consenting to the terms of said Easement and hereby subordinates the Lease to the rights and interests created under said Easement, and agrees that in the exercise of its rights under the Lease it will recognize and agree to be bound by the terms and provisions hereof.

IN WITNESS WHEREOF, the said Ocean View Retirement Community Limited Partnership, by its duly authorized General Partner, thereunto duly authorized, has executed this instrument as of this ____ day of _____, 2020.

Ocean View Retirement Community
Limited Partnership
By: Ocean View Management Company,
Its General Partner

By: _____
John B. Wasileski, Its President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2020

Then personally appeared the above named John B. Wasileski, President of Ocean View Management Company, General Partner of said limited partnership, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation and said limited partnership, before me,

Before me,

Notary Public/Maine Attorney at Law

Print name

My commission expires _____

EXHIBIT A

Plan showing proposed trail