

**EASEMENT DEED
(Pedestrian Trail)**

KNOW ALL PERSONS BY THESE PRESENTS that the Town of Falmouth, a Maine municipality with a mailing address of 271 Falmouth Rd., Falmouth, Maine (“Grantor”) for consideration paid, grants to Ocean View at Lunt School, LLC, a Maine limited liability company having a mailing address of 20 Blueberry Lane, Falmouth, ME 04105, its successors and assigns (“Grantee”) a perpetual, non-exclusive easement to construct and maintain a five foot (5’) wide pedestrian trail, for use by the public for walking, running, snowshoeing, and cross country skiing during daylight hours, over that portion of the Grantee’s property located on Middle Road, in Falmouth, Cumberland County, Maine, being more particularly described in the deeds to Grantor recorded in the Cumberland County Registry of Deeds in Book 1342, Page 367 and in Book 1342, Page 437 (the “Town’s Land”), being generally shown as “Trail Section on Lot F” on the plan attached hereto as Exhibit A and incorporated herein. The easement area shall be twenty feet (20’) wide, with the centerline being the centerline of the trail. 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.

Grantee shall be responsible for the initial construction of the trail (but not for any lighting thereof), and for all future maintenance and repair of the trail, to be performed in Grantee’s reasonable discretion and at Grantee’s sole cost and expense, provided that the trail must be kept in orderly condition, safe for pedestrian passage.

Said trail will 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 shown 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”). 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 provide no less than five (5) business days’ notice to the Town, which notice may be made by letter, e-mail or other writing, prior to any proposed entry onto the easement area for trail construction or maintenance, including a description of the work to be performed thereon and evidence of adequate liability insurance for any parties performing such work. Following the undertaking of any work hereunder, Grantee shall promptly restore the surface of the ground within the easement area, and any adjacent land disturbed, to substantially the same or better condition than as existed prior to the undertaking of any such work. Grantee shall at all times conduct its activities on the Town’s Land (including, without limitation, the cutting and removal of vegetation) in an environmentally sound manner so as to prevent erosion, and in full compliance with all applicable laws, regulations, ordinances, and rules, and with any necessary permits and approvals.

Reserving to the Grantor the use and enjoyment of the easement area for all purposes as are not inconsistent with and shall not materially interfere with the use thereof by the Grantee for the purposes herein-mentioned. Grantee, its successors and assigns, agrees to indemnify, defend, and hold harmless the Grantor, and its employees, agents, and representatives, from and against all damages, liabilities, losses, expenses, claims, demands and suits (including reasonable attorneys' fees and other costs and expenses incurred in defending the same), incurred or suffered in consequence of either bodily injury to any person (including death) or damage to any property, and also any liens or encumbrances against the Town's Land, arising out of, or in connection with, Grantee's work on the Town's Land.

After the initial construction of the trail, the Grantor may, from time to time and in its sole discretion, elect to relocate all or portions of such trail to other parts of the Town's Land, provided that all costs and expenses associated with such relocation shall be borne by the Grantor. Grantee's ongoing obligation to maintain the trail shall not be affected by any such relocation.

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 Grantee on the Grantee's land being shown as Lot E on the Plan.

The rights, easements and obligations conveyed to the Grantee herein shall be appurtenant to the Grantee's property in Falmouth, Cumberland County, Maine being described in a deed to Grantee from Ocean View at Lunt School, LLC dated February 27, 2013 and recorded in said Registry of Deeds in Book 30428, Page 1 (the "Grantee's Land") 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 Grantee's Land.

IN WITNESS WHEREOF, the said Town of Falmouth has caused this Easement Deed to be executed and delivered by its Town Manager, thereunto duly authorized, as of this ____ day of _____, 2020.

Signed, Sealed and Delivered
in the Presence of:

Town of Falmouth

By: _____
Nathan Poore
Its Town Manager

STATE OF MAINE
CUMBERLAND, ss.

_____, 2020

Then personally appeared the above named Nathan Poore, Town Manager of the Town of Falmouth, 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 Town of Falmouth, before me,

Notary Public/Attorney at Law
Printed Name:

Seen and agreed to:

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

Witness

By: _____
John B. Wasileski, Its President

EXHIBIT A

Plan showing proposed trail