

PUBLIC ACCESS EASEMENT

SHORELAND DEVELOPMENT, LLC, a Maine limited liability company with a place of business in Windham (“Grantor”), FOR GOOD AND VALUABLE CONSIDERATION, grants to the TOWN OF WINDHAM, a municipal corporation organized under the laws of the State of Maine and having a mailing address of 8 School Road, Windham, ME 04062 (the “Town”), a perpetual, non-exclusive easement in gross for access in, on, over, to and across the following described areas (together, the “Easement Area”), being a portion or portions of the premises described in deed dated March 25, 2005 and recorded in the Cumberland County Registry of Deeds in Book 22474, Page 295 (the “Property”):

(i) that certain lot or parcel of land consisting of 21.21 acres, more or less, and identified as “OPEN SPACE” (the “Open Space”) on site plan titled “Amended Subdivision Plan, Majestic Woods Subdivision, Windham, Maine” prepared by DM Roman Consulting Engineers dated November 14, 2018, approved by the Planning Board of the Town of Windham on October 22, 2018, and recorded in the Cumberland County Registry of Deeds in Plan Book ___219___, Page ___418___ (the “Plan”);

(ii) those areas identified as “PUBLIC ACCESS TRAIL TO COLLEY-WRIGHT BROOK” on the Plan (together, the “Public Access Trails”);

(iii) those two (2) parking spaces identified as “TRAIL HEAD PARKING FOR ACCESS TO OPEN SPACE” on the Plan (together, the “Public Parking Spaces”); and

(iv) that certain fifty foot (50’) right of way identified as “REVOLUTION DRIVE” on the Plan (“Revolution Drive”).

SUBJECT TO the following terms and conditions:

1. SCOPE; PROHIBITIONS: The Town’s use of the above-described Easement Area shall be limited to daytime, low-impact recreation by the general public. Low-impact recreation includes, but is not limited to, hiking, running, biking, snowshoeing, cross-country skiing, nature observation, nature study, picnicking, kayaking, canoeing, and other forms of similar outdoor recreation that do not in Grantor’s sole but reasonable discretion have an unreasonably adverse impact on the public recreation, natural, and scenic resources of the Property and the Open Space. Notwithstanding the foregoing or anything herein to the contrary, camping, open fires, and the consumption of alcoholic beverages on or about the Easement Area are expressly prohibited. Motor vehicle use on and in the Easement Area shall be limited to Grantor’s use of motorized vehicles for property management purposes (including, without limitation, snow removal equipment), emergency response vehicles, and power-driven mobility devices (as that term is defined in 28 CFR § 35.104);

provided, however, that such limitations shall at all times comply with the Americans with Disabilities Act (ADA) and all Department of Justice (DOJ) rules now or hereafter in effect and applicable to the Easement Area.

2. TEMPORARY CLOSURE: Grantor may temporarily close public access to the Easement Area in the event of unsafe conditions or for purposes of maintenance and repair. Grantor shall use good faith and reasonable efforts to correct the condition necessitating closure in order to minimize the duration of any closure or restriction of public access to the Easement Area.

3. ACCESS: For so long as Revolution Drive is not a public road accepted by the Town, the Town may use Revolution Drive for public access to and from the Open Space, Public Access Trails, and Public Parking Spaces, for the foregoing purposes, during daylight hours.

4. PARKING: The Public Parking Spaces shall be constructed as set forth in General Note 12 of the Plan.

5. COMPLIANCE: The Town's use of the Easement Area shall comply with all federal, state, and local laws, statutes, and ordinances and the rules and regulations promulgated hereunder.

6. PROTECTIONS AGAINST LIABILITY. This Public Access Easement is given for recreational use. Grantor and the Town claim, to the fullest extent of the law, all protections against liability for injury to the public provided under Title 14 M.R.S. § 159A, or successor provisions thereof, and other applicable laws and regulations.

SUBJECT TO all matters and conditions of approval identified on the Plan and all easements, covenants, restrictions, and other matters and conditions of record affecting the Property as of the date hereof.

RESERVING to Grantor, its successors and assigns, the full and free use and enjoyment of the Easement Area for all purposes not inconsistent with the foregoing, including, without limitation, vegetation management activities and grading activities related to the development of the Majestic Woods Subdivision.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative as of this 7 day of October, 2019.

SHORELAND DEVELOPMENT, LLC

By: [Signature]
Print Name: Bruce K. Brown
Its: Member

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

October 7, 2019

Personally appeared the above-named Bruce Brown III, member of Shoreland Development, LLC, 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 limited liability company.

Before me,

[Signature]
Notary Public

Print name: _____

My commission expires: _____

