

RECREATION/TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **SCITTERY WOODS PARTNERS, LLC**, a Maine limited liability company with a mailing address of 65 Newbury Street, Portland, Maine 04101 (hereinafter referred to as the "Grantor" which word is intended to include jointly and severally, unless the context clearly indicates otherwise, the above-named Grantor, its successors and assigns), GRANTS to **TOWN OF FALMOUTH**, a Maine municipal corporation with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (hereinafter referred to as the "Holder," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns), in perpetuity, except only as hereinafter expressly provided, a recreation/trail easement, a contingent right of termination, and executory interest, on a portion of real property situated in the Town of Falmouth, Cumberland County, Maine (hereinafter referred to as the "Recreation/Trail Easement"), which Recreation/Trail Easement is more particularly described in Exhibit A, attached hereto and made a part hereof by reference.

1. Recreation/Trail Improvements; Conservation Restrictions

A. On the date of this Recreation/Trail Easement, there are no structures or man-made objects on the Recreation/Trail Easement area.

B. Grantor agrees to, within seven hundred twenty (720) days of this Recreation/Trail Easement, construct a pedestrian bridge crossing Scitterygussett Creek in the location of the 4' Wide Reclaim Trail shown on the subdivision plan entitled "Proposed Workforce Housing Development, 2 Marshall Drive, Falmouth, Maine," prepared by Canavan Civil Consultants, dated February 4, 2025 as revised through October 1, 2025, and recorded in the Cumberland County Registry of Deeds in Plan Book 225, Pages 400 and 401 (the "Subdivision Plan"), and trails within the Recreation/Trail Easement (the "Recreation/Trail Improvements"); provided, that, the design, permitting, and construction of the Recreation/Trail Improvements are subject to the prior written consent and approval of Holder, which consent shall not be unreasonably withheld, conditioned, or delayed.

C. Grantor agrees that the Recreation/Trail Easement be perpetually used and maintained in accordance with the conservation restrictions (hereinafter referred to as the "Restrictions") which have been approved by the Town of Falmouth Planning Board in connection with the review and approval of the Scittery Woods Condominium subdivision, of which the Recreation/Trail Easement is a part, and which are more fully set forth in Section 2 below.

D. Holder or its designee shall have the right to enter upon the Recreation/Trail Easement during daylight hours to inspect the Recreation/Trail Easement and to monitor compliance with the Restrictions.

E. In the event that the Recreation/Trail Improvements are not constructed, maintained, repaired, replaced and/or restored, or the Recreation/Trail Easement is not used and maintained in conformance with the Restrictions, Holder may give notice to the Grantor, or its successors and/or assigns, as the case may be, of material non-compliance with the Restrictions. The notice shall inform the Grantor, or its successors and/or assigns, as the case may be, of the

violations of the Restrictions; the corrective actions to be taken; and the opportunity to be heard at a hearing before the Falmouth Planning Board, to be held not less than thirty days (30) days after the notice is given. If the Planning Board, after hearing, determines that there has been material non-compliance with the restrictions, it shall so inform the Falmouth Town Council.

F. Holder, acting by and through the Falmouth Town Council, shall have the right and power to compel the Grantor, or its successors and/or assigns, to construct, maintain, repair, replace and/or restore the Recreation/Trail Improvements, in compliance with this Recreation/Trail Easement, and/or to terminate the interest of the Grantor, or its successors and/or assigns, in the event that material non-compliance with the Restrictions has not been cured after reasonable notice and opportunity to cure. If Holder decides to exercise its right to terminate the interest of Grantor, or its successors and/or assigns, in the Recreation/Trail Easement, the Holder shall record a Notice in the Cumberland County Registry of Deeds declaring that it is exercising its power of termination and giving the Grantor, or its successors and/or assigns a period of at least ninety (90) days from the date of the Grantor, or its successors and/or assigns' receipt of the Notice to correct the material breach. If the material breach is not cured within the stated time period (or any extension agreed to in writing by the Holder), then the termination shall become final. Upon termination, all legal and equitable fee simple title shall be vested automatically in the Holder, which shall assume and thereafter possess all interests, rights, responsibilities and duties (but not including any unfulfilled obligations of the Grantor, or its successors and/or assigns, who will continue to be bound by the same) of record previously granted to and incumbent upon the Grantor, or its successors and/or assigns with respect to the Recreation/Trail Easement at that point.

G. The interests held by the Holder are assignable or transferable to any non-profit corporation qualified to hold conservation easements, who shall have like power upon such assignment or transfer.

H. In addition to and not in lieu of the remedies provided herein to the Holder, the Restrictions shall be enforceable by actions at law or in equity.

2. Restrictions. The Recreation/Trail Easement is in a substantially undisturbed natural state and has significant aesthetic and ecological value, in particular, the preservation of the Recreation/Trail Easement and a natural habitat for indigenous animal and plant populations. By creating the Recreation/Trail Easement, the purpose is to assure that the Recreation/Trail Easement will be retained forever in its natural undeveloped condition and to prevent any use of the Recreation/Trail Easement that will significantly impair or interfere with its conservation value. Except as provided in subsection (b) below, the following acts shall not be permitted in any of the Recreation/Trail Easement:

- (a) no soil, loam, peat, sand, gravel, concrete, rock, or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, point source pollutants or other fill material will be placed, stored, or dumped in the Recreation/Trail Easement and the surface waters contained thereon, nor shall the topography of the area be altered or manipulated in any material way;

- (b) no trees, grasses, shrubs, vines, or other vegetation shall be cut or destroyed, except as required for safety or good husbandry and upon receiving approval in advance from the Holder;
- (c) no building, sign, fence, utility pole, or other permanent structure shall be constructed, placed, or permitted to remain on the Recreation/Trail Easement, except for the Recreation/Trail Improvements, and small directional signs in connection with the use of trails or paths; and
- (d) except for maintenance purposes authorized by the Holder, no motor vehicles of any kind, including recreational vehicles, snowmobiles, all-terrain vehicles, motorcycles and dirt bikes shall be permitted on the Recreation/Trail Easement.
- (e) Maintenance, repair and replacement of the Recreation/Trail Improvements, drainage courses, bridges, trails or paths (if any) shall be permitted so as to make them function and drain properly and also to ensure or promote safety with respect to their usage.

Without granting any rights to the general public to enter the Recreation/Trail Easement, it is expressly intended that all activities of the Grantor, its successors, assigns, and their dependents, heirs, guests, invitees or the general public entering upon the Recreation/Trail Easement be subject to the limited liability provisions of 14 M.R.S. § 159-A, as may be amended. The Grantor, its successors and/or assigns, has the right to control, by posting or other lawful means, public use of the Recreation/Trail Easement and any use by anyone that is destructive to the natural values to be conserved hereunder, and their non-destructive use of the Recreation/Trail Easement.

3. Stewardship

A. Monitoring. At least once every two (2) years on an ongoing basis, the Grantor, its successors and/or assigns, shall cause periodic monitoring of the use and maintenance of the Recreation/Trail Easement to occur for the purpose of ensuring that the terms of the Restrictions are being met, and any other recorded document binding the Recreation/Trail Easement. The party or organization designated to conduct the monitoring shall be qualified in land conservation and resource management, shall have an established record in land management or the oversight of conservation easements or restrictions, shall be willing to assume the review obligation, and shall be subject to approval by the Town of Falmouth Planning Board.

The party conducting the monitoring shall prepare a written report summarizing the findings of the monitoring and identifying any issues with compliance with the Restrictions and this Easement. A copy of the report shall be provided to the Grantor, its successors and/or assigns, and the Planning Department within thirty (30) days of the monitoring. If the reviewer finds that the Restrictions are not being met, the Town of Falmouth shall have the authority to enforce the Restrictions against the Grantor, its successors and/or assigns, by all available legal means. In such event, the Town of Falmouth shall have the right to charge the Grantor, its successors and/or assigns, with all costs of enforcement, including but not limited to attorneys' fees and costs.

B. Stewardship Account. Prior to the recording of this Easement, Grantor has established a Stewardship Account to be held and managed by Grantor, its successors and/or

assigns, and funded it with the sum of at least \$5,000.00. The purpose of this account shall be to pay the costs of the biennial monitoring required by subsection (A) above.

3. General Provisions

A. If Grantor submits the Recreation/Trail Easement, and its abutting property to the provisions of the Maine Condominium Act, then Grantor may assign its rights and obligations to the resulting condominium association. Provided such an assignment occurs, then upon the end of the declarant control period of such condominium, the Grantor's obligations and liabilities with respect to same shall cease (except for any unfulfilled or delinquent obligations or liabilities that exist prior to the end of the declarant control period), except as herein specifically provided for to the contrary. Thereafter, it shall be the obligation of the condominium association to periodically inspect and maintain the Recreation/Trail Easement in compliance with all applicable Town of Falmouth ordinances, approvals and regulations.

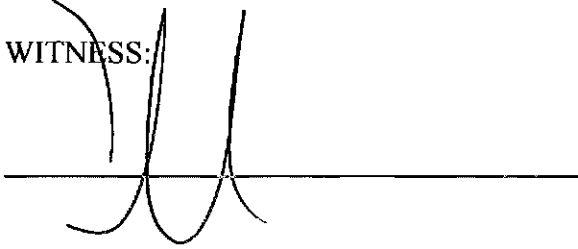
B. This Easement may be amended by written agreement of the Holder and Grantor, provided that Holder determines in its sole and exclusive judgment that the amendment furthers or is not inconsistent with the Restrictions, as stated hereinabove.

C. The interpretation and performance of this Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effectuate the Restrictions set forth in this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Restrictions of this Easement shall govern.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Scittery Woods Partners, LLC has caused this instrument to be signed and sealed in its company name by John Finegan, Manager, duly authorized this 7th day of November, 2025.

WITNESS:



SCITTERY WOODS PARTNERS, LLC

By:

Name: John Finegan

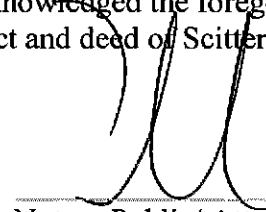
Its: Manager, duly authorized

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

November 7, 2025

Then personally appeared before me the above-named, John Finegan, in his capacity as Manager of Scittery Woods Partners, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Scittery Woods Partners, LLC.


Notary Public/ Attorney at law (Bar No.: 9740)

Printed Name: Nicholas J. Merrill

My Commission Expires: _____

HOLDER ACCEPTANCE

The above and foregoing Recreation/Trail Easement was authorized to be accepted by Town of Falmouth, Holder as aforesaid, and the said Holder does hereby accept the foregoing Recreation/Trail Easement, by and through Nathan Poore, its Town Manager, hereunto duly authorized, this 27th day of November, 2025.

TOWN OF FALMOUTH

By: N P O P
 Name: Nathan Poore
 Its: Town Manager

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

November 2, 2025

Then personally appeared before me the above-named Nathan Poore, Town Manager of the Town of Falmouth, and acknowledged the foregoing to be her/his free act and deed in her/his said capacity, and the free act and deed of the Town of Falmouth.

[Signature]
 Notary Public | Maine Attorney at Law ME Bar No: 9760
 Name: Nicholas T. McFarland
 Commission Expiration:

EXHIBIT A

[Legal Description of the Recreation/Trail Easement]

A certain lot or parcel of land located southwesterly of, but not adjacent thereto, the southwesterly sideline of Woods Road, so-called, in the Town of Falmouth, County of Cumberland and State of Maine and shown as "Open Space B" on the plan titled "Subdivision Plan, Proposed Workforce Housing Development, 2 Marshall Drive, Falmouth, Maine", dated February 4, 2025 as revised through October 1, 2025, by Land Design Solutions and recorded in the Cumberland County Registry of Deeds in Plan Book 225, Pages ~~460~~ and ~~461~~ (the "Subdivision Plan"); said Open Space B being more particularly described as follows:

Beginning at a capped iron rod found (Owen Haskell) on the southeasterly sideline of land now or formerly of Mark & Katherine Howison and at the southwesterly corner of land now or formerly of John & Kathleen Simmonds as shown on aforesaid plan; said point of beginning being S 44°-40'-48" W a distance of 741.62 feet from a 5/8" iron rod found on the southwesterly sideline of said Woods Road at the northeasterly corner of land of said Howison and the northwesterly corner of land now or formerly of Donald & Theresa Holden;

thence from said point of beginning N 78°-21'-42" E along the land of said Simmonds a distance of 84.23 feet to a capped iron rod found (Owen Haskell);

thence in a general easterly direction along the land of said Simmonds and along a circular curve to the right, circumscribed by a radius of 6529.58 feet, an arc length of 106.23 feet to a capped iron rod to be set (PLS #2190); said capped iron rod to be set being N 79°-13'-30" E a tie distance of 106.23 feet from said previous capped iron rod found;

thence in a general easterly direction along the land of said Simmonds and along a circular curve to the right, circumscribed by a radius of 5629.58 feet, an arc length of 337.82 feet to the centerline of Scitterygusset Creek, so-called, and Open Space A; said centerline point being N 81°-07'-15" E a tie distance of 337.78 feet from said previous capped iron rod to be set;

thence in a general southerly direction along the centerline of said Scitterygusset Creek and along said Open Space A a distance of 778 feet more or less to a point and the northerly sideline of the Falmouth Spur Maine Turnpike Authority; said point being S 19°-07'-58" W a tie distance of 736.50 feet from said previous centerline point;

thence in a general westerly direction along the northerly sideline of said Falmouth Spur Maine Turnpike Authority and along a circular curve to the left, circumscribed by a radius of 5879.58 feet, an arc length of 74.07 feet to a capped iron rod to be set (PLS #2190); said capped iron rod to be set being S 79°-08'-31" W a tie distance of 74.07 feet from said previous point;

thence S 78°-47'-52" W along the northerly sideline of said Falmouth Spur Maine Turnpike Authority a distance of 713.28 feet to a point;

thence N 54°-47'-16" W along said Falmouth Spur Maine Turnpike Authority a distance of 195.46 feet to a 2" iron pipe found and land of said Howison;

thence N 45°-16'-36" E along the land of said Howison a distance of 918.95 feet to the point of beginning.

The above described Open Space B contains 11.0 acres more or less. All bearings refer to grid north.

Also, an additional parcel of land being shown as the "4' Wide Reclaim Trail" on the Subdivision Plan.