

## EASEMENT DEED

KNOW ALL BY THESE PRESENTS, that THE SPRAGUE CORPORATION, a Maine corporation having its principal place of business in Cape Elizabeth, County of Cumberland and State of Maine (the "Grantor"), for consideration paid, grants to THE INHABITANTS OF THE TOWN OF CAPE ELIZABETH, a municipal body corporate and politic existing under the laws of the State of Maine, whose mailing address is 320 Ocean House Road, Cape Elizabeth, Maine 04107 (the "Grantee"), to it and its successors and assigns, with Quitclaim Covenants, the following perpetual easements to be used in common with the Grantor, its successors and assigns, subject to and in accordance with the terms and conditions set forth herein:

### Boat Access and Storage Easement

The right and easement to traverse the property of the Grantor within the area described in Exhibit A-1 attached hereto (the "Boat Access and Storage Area") in order to carry (by hand) boats, canoes and other non-motorized watercraft between the end of Fenway Road and the shore of Great Pond; provided that no boat motors, engines or mechanized watercraft shall be allowed within the Boat Access and Storage Area.

The right and easement to store boats, canoes and other non-motorized watercraft upon the property of the Grantor within the Boat Access and Storage Area; provided, however, there is reserved to the Grantor, its successors and assigns, the right to establish, and re-establish from time to time, reasonable rules and regulations ("Rules") limiting the size and number of boats, canoes and other watercraft that may be stored within the Boat Access and Storage Area and specifying the manner and location of storage, which Rules shall be established with the prior written approval of the Grantee, which approval shall not be unreasonably withheld or delayed. Attached hereto as Exhibit B are the initial Rules adopted by the Grantor and approved by Grantee. Either the Grantor or the Grantee may suggest amendments to these Rules from time to time, provided that before adoption of any amendment the prior written approval of the other party shall be obtained, which approval shall not be unreasonably withheld or delayed. The Grantee shall also have the right to place signs within the Boat Access and Storage Area setting forth the Rules and providing other appropriate information about the easement.

By acceptance of this easement, the Grantee agrees to be responsible for enforcing compliance with the reasonable rules and regulations established from time to time by the Grantor for use of the Boat Access and Storage Area.

### Pedestrian Easement

The right and easement to travel by foot over and across the property of the Grantor within the pathway areas described in Exhibits A-1 and A-2 (entitled the "Fenway Road Connection." and the "Alewife Brook Bridge Connection," respectively) attached hereto (the "Pedestrian Pathways"); provided that no motorized or mechanized vehicles or snowmobiles of any kind shall be permitted to use the Pedestrian Pathways, it being intended that the Pedestrian Pathways are for foot traffic only. There is excepted from the foregoing pedestrian-only restriction, and the within conveyed easement shall include, the use by the Grantee, its employees, agents and contractors, of motorized or mechanized vehicles in the Pedestrian

Pathways for: (a) construction of permitted improvements described below and the repair and maintenance of the Pedestrian Pathways and such improvements, and (b) promotion of public safety and other proper public purposes. There is further excepted from the pedestrian-only restriction, the use by handicapped individuals of motorized wheelchairs. The Grantee may make minor improvements necessary for the public enjoyment of the Pedestrian Pathways (such as the placement of chips or installation of a wooden sleeper boardwalk over a wet area) without the approval of the Grantor, and may make major improvements (such as the installation of a pile mounted dock system), only with the prior written approval of the Grantor, which approval shall not be unreasonably withheld or delayed. The Grantee shall also have the right to mark the Pedestrian Pathways with signs designating them as part of the Town of Cape Elizabeth Greenbelt system of trails.

The foregoing Pedestrian Easement is intended to replace a prior easement from the Grantor to the Grantee as set forth in a Quitclaim Deed dated May 13, 1983 and recorded in the Cumberland County Registry of Deeds in Book 6205, Page 305, but not the Easement Deed dated February 25, 2004, recorded in said Registry in Book 23547, Page 158, which the Grantor acknowledges continues in full force and effect as to the premises described therein. By acceptance of this easement, the Grantee hereby relinquishes all right and interest in said prior easement dated May 13, 1983, but not the easement dated February 25, 2004.

There is excepted from the above easements any portion of the areas described in Exhibits A-1 and A-2 as may lie within the Great Pond.

The Grantor, its successors and assigns, do not warrant the condition of nor undertake to maintain or repair the Boat Access and Storage Area and/or the Pedestrian Pathways, and expressly disclaim any duty to keep the Boat Access and Storage Area and/or the Pedestrian Pathways free from any danger to the general public or to give warning of any hazardous condition upon or about the Boat Access and Storage Area or the Pedestrian Pathways.


The Grantor expressly disclaims the assumption of any responsibility or liability for any injury or damage to any person or property that may occur upon or about the Boat Access and Storage Area and/or the Pedestrian Pathways or arise out of the Grantee's or the public's use thereof.

IN WITNESS WHEREOF, the said THE SPRAGUE CORPORATION has caused this instrument to be duly executed this 14th day of January, 2010.

WITNESS:



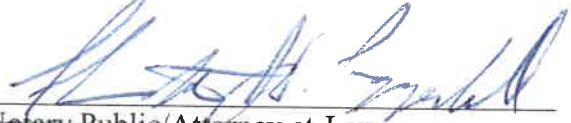
THE SPRAGUE CORPORATION

By:   
Name: SETH SPRAGUE  
Title: PRESIDENT  
Thereunto duly authorized

STATE OF MAINE  
COUNTY OF CUMBERLAND

FEBRUARY 2, 2010

Then personally appeared before me the above-named SETH SPRAGUE,  
PRESIDENT of THE SPRAGUE CORPORATION, and acknowledged the foregoing  
instrument to be his free act and deed in said capacity, and the free act and deed of THE  
SPRAGUE CORPORATION.

  
Notary Public/Attorney-at-Law  
Print Name: CHRISTOPHER J. W. COGGESHALL  
My Commission Expires: \_\_\_\_\_