

Order 204-05/06

Passage: 4/19/06 9-0

JAMES I. COHEN (MAYOR)(5)  
JILL C. DUSON (A/L)  
JAMES F. CLOUTIER(A/L)  
NICHOLAS M. MAVODONES (A/L)  
EDWARD J. SUSLOVIC (A/L)

CITY OF PORTLAND  
IN THE CITY COUNCIL

WILLIAM R. GORHAM (1)  
KAREN A. GERAGHTY (2)  
DONNA J. CARR (3)  
CHERYL A. LEEMAN (4)

**ORDER GRANTING TRAIL EASEMENT  
TO PORTLAND TRAILS  
RE: STARBIRD LANE**

**ORDERED**, that the City hereby grants to Portland Trails a trail easement of ten (10) feet in width along the area detailed in Attachment 1, for purposes noted within said easements (for providing a trail from Starbird Lane to the Fore River for pedestrian, bicycle and similar non-motorized [other than wheelchairs, snow removal equipment etc.] recreational uses by the general public).

**EASEMENT DEED FOR RECREATIONAL TRAIL**

In consideration of the payment of one dollar, the City of Portland, a Maine body politic and corporate with a place of business at 389 Congress Street, Portland, Maine 04101 (“Grantor”) hereby grants to PORTLAND TRAILS, a Maine not-for-profit corporation with a place of business at 1 India Street, Portland, Maine 04101 (“Grantee”) a perpetual ten (10) foot easement over a strip of land (the “Easement Area”) running off of Starbird Lane to the Fore River Sanctuary, which Easement Area and property are more particularly depicted on Exhibit A attached hereto and incorporated herein as follows: This easement is for the purpose of constructing pedestrian access, including the construction of a trail and footbridges/boardwalks, along the Easement Area and for conserving the Easement Area free from the passage of motorized vehicles as provided herein.

Together with and hereby granting to Grantee the right to construct, maintain, replace, relocate and repair within the Easement Area an unpaved walking trail, (the “Trail”) together with bridges, guard rails, bollards, retaining walls, signage and other similar appurtenances for purposes of pedestrian, bicycle and similar non-motorized (other than wheelchair and emergency vehicles which shall be permitted) recreational uses by the public, which uses may include without limit picnicking, nature observation, cross country skiers and such other recreational uses as may now or in the future arise, subject, however, to such rules which Grantee may adopt from time to time in the interests of public safety and/or to protect the Easement Area.

Both the Grantor and Grantee further acknowledge that the Easement Area, except as specifically provided above, is also subject to a prohibition against motorized vehicles entering upon and, or, crossing the Trail Easement of even date from this Grantor to this Grantee to be recorded in the Cumberland County Registry of Deeds.

Grantor further covenants and agrees on behalf of itself, its successors and assigns, that the land which lies within the Easement Area shall, except for the construction, maintenance, repair, relocation and/or replacement of the Trail and any appurtenances by Grantee, its successors or assigns, be maintained in its natural state and Grantor shall not use or permit any use which would be contrary to such condition.

Both Grantor and Grantee acknowledge that this easement is being provided to Grantee for purposes of public recreation without charge. It is understood that the use herein granted is non-exclusive.

Together with and hereby granting to Grantee the right within the Easement Area to periodically trim trees and to remove dead, diseased or fallen trees (including “leaners”) and to selectively clear undergrowth and make plantings to (1) prevent

erosion, (2) provide views, (3) provide buffering along the trail corridor, and (4) provide for public safety, all in accordance with good forestry and landscaping management practices.

Together with and hereby granting to Grantee the right to enter upon the Grantor's property on foot and at reasonable times in order to ensure compliance with the terms hereof.

To have and to hold the said Easement and all rights granted hereunder to the said Grantee and their successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this easement to be executed by \_\_\_\_\_, its duly authorized \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its:  
Print Name: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_, ss.  
\_\_\_\_\_, 2006

Personally appeared the above-named \_\_\_\_\_, of \_\_\_\_\_, as aforesaid, who acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public/Attorney-at-Law