**PUBLIC PEDESTRIAN EASEMENT**

**Maine Health, d/b/a Maine Medical Center,** a Maine nonprofit corporation with a principal place of business located at 22 Bramhall Street, Portland, Maine, 04102 FOR CONSIDERATION PAID, grants to the **City of Portland,** a body politic and corporate of the State of Maine with a mailing address of 389 Congress Street, Portland, Maine 04101, subject to the restrictions and limitations set forth herein, a +/- \_\_\_\_\_\_\_ square foot public easement for non-exclusive public pedestrian passage along such walkways and on or over a certain plaza area (“Area”), as depicted on Exhibit A, attached hereto and made a part hereof (the “Easement Area”).

The public easement granted herein shall include an “ADA” compliant sidewalk for pedestrian access along Congress Street in Portland, Maine,; and provided, further, that wheelchair access to and across the Easement Area way shall be provided on each end of and throughout the Easement Area.

Notwithstanding the foregoing, wheelchairs as well as sidewalk snow removal equipment are to be permitted in accordance with applicable federal and/or state laws regulating accessibility for such devices or equipment. Maintenance, repair and snow removal responsibilities within the Easement Area shall belong solely to the Grantor, its heirs, successors and assigns; however, Grantee shall have the right, but not the obligation, to maintain or repair the Easement Area, or to remove snow therefrom, when Grantee, in its sole discretion, deems such maintenance, repair or snow removal necessary to ensure public safety and Grantor has failed to perform the same within a reasonable time after notice from Grantee. The Easement Area shall be ungated and allow 24/7 public access.

Grantor agrees not to use or permit any use, condition or state of disrepair that would be contrary to or otherwise unreasonably interfere with the use of the Easement Area in the manner contemplated or required herein.

This easement deed is given on the following additional terms and conditions limiting or affecting the easement rights granted and created hereunder:

The Easement Area is and shall remain private property, and Grantor hereby expressly reserves and retains for itself and for any subsequent owner of the Easement Area, all rights of ownership to the extent the exercise thereof does not unreasonably limit or unreasonably interfere with the use of the Easement Area by pedestrians; such rights include, without limitation, (i) the right to adopt reasonable rules and regulations governing the use of the Easement Area, (ii) the right to use, or to grant to others the right to use, the surface and subsurface of and air space above the Easement Area for any use or purpose (including, without limitation, the right to install, inspect, operate, maintain, repair, replace and remove electric lines, gas lines, underground fuel tanks, telecommunication lines (such as telephone, cable and internet lines), water lines, storm sewers, sanitary sewers, catch basins, manholes, clean-outs, curbing, driveways, surface parking areas, sidewalks, landscaping, benches, information kiosks, light pole bases, lighting fixtures, retaining walls, monument signs, fountains, statues, art pieces and the like, and (iii) the right to make changes, alterations and/or improvements to the Easement Area from time to time.

By acceptance of this Easement Deed the City of Portland agrees that it will cooperate with Maine Medical Center in enforcing, with the respect to coincident use by members of the general public and Maine Medical Center staff, patients and business invitees, rules and regulations Maine Medical Center establishes for the use of this area; and, the City agrees that the City and/or Maine Medical Center may prevent members of the general public from using this area for any other purpose, including but not limited to loitering, skateboarding, public drinking and disturbing of the peace.

Nothing herein contained shall be deemed to be a gift or dedication of the fee interest in the Easement Area or any portion thereof to Grantee or to the general public.

This easement is given for recreational use and the Grantor and Grantee claim the rights and protections against liability in accordance with Title 14 MRS §159-A to the maximum extent permitted by law.

TO HAVE AND TO HOLD the aforegranted and bargained public access easement, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its and their use and behoof, forever.

IN WITNESS WHEREOF, the said **Maine Medical Center** has caused this instrument to be signed in its corporate name by Lugene Inzana, its Chief Financial Officer, duly authorized, this \_\_\_\_ day of June, 2020.

WITNESS: **Maine Medical Center**

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

Print Name: Name: Lugene Inzana

Its: Chief Financial Officer

State of Maine

County of Cumberland, ss. June \_\_\_, 2020

PERSONALLY APPEARED the above-named Lugene Inzana, Chief Financial Officer of **Maine Medical Center** and 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 **Maine Medical Center**.

Before me,

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

Name:

Notary Public / Attorney at Law

Notary Commission Expires:

EXHIBIT A

(legal description)