

BEACH USE AGREEMENT

This Beach Use Agreement (this "Agreement"), in conjunction with a stipulated judgment between the parties (the "Stipulation") entered in *Almeder v. Town of Kennebunkport*, Docket No. RE-09-111, the terms of which are incorporated herein by reference, is entered into on the following terms:

1. PARTIES:

The parties to this Agreement are: (1) the Town of Kennebunkport, a Maine municipal corporation located in Kennebunkport, Maine, whose address is 6 Elm Street, Kennebunkport, Maine 04046 (the "Town"); (2) the owners of properties on the beach commonly known as Goose Rocks Beach (the "Beach") located in Kennebunkport, Maine, being the owners listed in Schedule A attached hereto and made a part hereof, whose property addresses are set forth in said Schedule A, and any owner of property on the Beach who subsequently joins in this Agreement pursuant to Paragraph 13 hereof (collectively, the "Beachfront Owners"); and (3) the owners of properties located in the vicinity of, but not on, the Beach, being the owners listed in Schedule B attached hereto and made a part hereof, whose property addresses are set forth in said Schedule B, who claim rights in and to the use of the Beach in *Almeder v. Town of Kennebunkport*, Docket No. RE-09-111 (the "Back Lot Owners").

2. PREMISES:

The premises to which this Agreement relates (the "Premises") comprise those portions of the Beach extending seaward from the seawall or vegetation/landscape to the low water mark of the Atlantic Ocean and located adjacent to each of the Beachfront Owners' upland properties situated at the addresses set forth in said Schedule A (the "Upland Properties" or "Upland Property," as the case may be), reference being made to the Beachfront Owners' deeds also listed in said Schedule A.

3. TERM:

Following the effective date of this Agreement as hereinafter defined in Paragraph 12, and except as otherwise provided herein, this Agreement shall remain in full force and effect unless terminated in accordance with the terms and provisions hereof.

4. USE OF PREMISES:

The Town, the Back Lot Owners and their respective invitees/designees, including members of the general public, whether or not residents of the Town, shall have the non-exclusive right to use the Premises for active and passive recreational and recreational related purposes and activities customarily associated with, or conducted upon, beaches, including, without limitation, swimming, sunbathing, walking and typical "beachgoer" uses, provided such purposes and activities shall be undertaken in compliance with the Town's Beach Use Ordinance following its adoption, as it may be amended from time to time (the "Beach Use Ordinance"), so long as the Beach Use Ordinance remains in effect as to the Premises or any portion thereof, and provided further that the Beachfront Owners shall have exclusive use of a twenty-five (25) foot strip of land measured in width extending from the seawall or vegetation/landscape line towards the Atlantic Ocean extending across the full length of their seaward property boundary, as measured at the seawall or vegetation/landscape line ("Reserved Area"), provided that:

- a. Beachfront Owners desiring exclusive use of the Reserved Area shall, by appropriate means identified in the Beach Use Ordinance or otherwise determined by the Beach Advisory Committee or any successor to said Committee, indicate that for any given day or time of day or for such other reasonable time period designated by the Beachfront Owner, such Reserved Area is reserved for the exclusive use of the Beachfront Owner;
- b. for properties where the Reserved Area extends below the high water mark into the intertidal zone, the Reserved Area will be reduced to ten (10) feet in width for one (1) hour before high tide until one (1) hour after high tide; and
- c. walking by the Town, the Back Lot Owners and their respective invitees/designees, including members of the general public, whether or not residents of the Town, shall be permitted within the Reserved Area at any time.

A Beachfront Owner's decision to permit use of the Reserved Area by the public, the Back Lot Owners or others as provided herein for any length of time during the period that this Agreement is in effect shall not preclude a Beachfront Owner from subsequently making exclusive use of the Reserved Area at such times as the Beachfront Owner shall elect in accordance with the procedure set forth above, except for walking rights provided in subparagraph c. above.

5. TOWN OBLIGATIONS:

The Town hereby agrees to: (1) following the execution of this Agreement by the parties, draft a Beach Use Ordinance that contains provisions no less restrictive than those listed on Schedule C attached hereto and made a part hereof and use its best efforts to cause its adoption at a duly held Town Meeting on or before August 20, 2012 or on such date thereafter to which the parties may agree; (2) following the effective date of this Agreement, commit appropriate municipal resources necessary to ensure reasonable

enforcement of the provisions of the Beach Use Ordinance, including, but not limited to enforcement of the exclusive use of the above-referenced Reserved Area by Beachfront Owners who have requested such enforcement by the Town; (3) following the effective date of this Agreement, adopt and maintain parking regulations for access to the Premises that, at a minimum, restrict the number of available parking spaces designated for access to the Premises to no more than 173 parking spaces; (4) following the effective date of this Agreement, establish a standing advisory committee (the "Beach Advisory Committee"), the membership and duties of which shall be as outlined in Schedule D attached hereto and made a part hereof; and (5) following the effective date of this Agreement, not propose future changes to the Town's Land Use Ordinance that would have the effect of permitting commercial uses not currently allowed or other new uses that would increase current housing densities in the vicinity of the Beach, if such proposed changes would materially intensify the use of the Beach in a manner or to an extent that would materially change the character of the Beach. Notwithstanding the foregoing, changes in zoning or other Town regulations relating to the Beach that are proposed by the Town based upon the recommendation of the Beach Advisory Committee shall not be deemed to violate the Town's obligations under this Agreement.

6. PAYMENT:

Within thirty (30) days of the effective date of this Agreement, or on such later date that such funds are appropriated, the Town shall pay the sum of \$2,000 into a dedicated Town fund (the "Beach Maintenance Fund") for each Upland Property whose owners execute this Agreement, which Beach Maintenance Fund shall be maintained and used exclusively for beach maintenance and improvement and enforcement of beach regulations as determined by the Town in consultation with the Beach Advisory Committee.

7. TOWN WAIVER:

Upon the effective date of this Agreement, the Town shall be deemed to have waived and released to the Beachfront Owners any claim of title to and/or prescriptive easement in the Premises and be deemed to have agreed not to assert any such claims against the Beachfront Owners.

8. TERMINATION OR SUSPENSION AS TO PUBLIC USE:

This Agreement may be terminated or suspended as against the Town with respect to public use of the Premises and/or any portion of the Premises adjacent to an individual Beachfront Owner's Upland Property as follows:

- a. *Notice of Intent to Suspend or Terminate Public Use Rights:* A Beachfront Owner may at any time give the Town written notice of intent to terminate or suspend public use rights in any portion of the Premises adjacent to the Beachfront Owner's Upland Property. Said notice shall specify in detail the reasons for the intended termination or suspension and the action requested of the Town and shall

be sent to the Town Manager. The termination or suspension shall take effect either when a court issues a final judgment declaring termination or suspension as stated in subparagraph c. below, or when an arbitration panel awards a suspension for up to one (1) year as stated in subparagraph d. below.

- b. *Grounds for Termination or Suspension:* Public use rights may be suspended or terminated if, despite being on notice of such violations, the Town repeatedly and consistently fails or refuses to enforce violations of the Beach Use Ordinance that occur on the portion of the Premises adjacent to that Beachfront Owner's Upland Property or that cause that Beachfront Owner a material and substantial loss of the right to the quiet enjoyment of that portion of the Premises, whether or not the violation occurred on that portion of the Premises. Whether public use rights are suspended or terminated depends on the extent of the Town's failure to enforce, the sufficiency of notice to the Town, the degree of the Town's fault, and any other factors relevant to the determination.
- c. *Judicial Remedy:* No sooner than 45 days after sending the written notice in subparagraph a. above, unless the Town has cured such failure or refusal to enforce said violation(s) of the Beach Use Ordinance within said 45 day period, the Beachfront Owner may commence an action in any court of record having jurisdiction and venue seeking a declaratory judgment that public use rights in the portion of the Premises adjacent to that Beachfront Owner's Upland Property covered in the written notice have been terminated or suspended. The court may grant or deny the request for relief or award relief different than requested. Any declaratory judgment terminating or suspending public use rights declared by the court shall take effect when the judgment becomes final by virtue of exhaustion or expiration of rights of appeal. Claims of multiple beachfront owners may be consolidated should the court so determine. If at least 51% of all Beachfront Owners (including non-signatory owners) bring claims under this Paragraph 8 and if those claims are consolidated, the court may declare public use rights in the entire Premises terminated or suspended.
- d. *Arbitration Remedy for Limited Suspension:* If the Beachfront Owner is willing to limit any suspension of public use rights in the portion of the Premises adjacent to that Beachfront Owner's Upland Property to no more than one (1) year, the Town agrees to submit the Beachfront Owner's claim to binding arbitration under the following procedure:
 - i. The Owner may demand arbitration only after 45 days after sending written notice under subparagraph a. above.
 - ii. The Beachfront Owner and the Town shall each select one arbitrator, and the two selected arbitrators shall choose a third. A majority of the three shall decide the award.

- iii. Compensation, if any, for the arbitrators shall be determined by the Beach Advisory Committee and may, if the Committee so decides, be paid from the Beach Maintenance Fund, so long as such Fund shall remain in effect, provided that the Owner(s) demanding arbitration shall prevail in the arbitration proceeding; otherwise, such compensation shall be paid by the non-prevailing Owner(s).
 - iv. Unless the parties agree otherwise, the arbitration shall be held according to the American Arbitration Association Commercial Arbitration Rules, with the goal of providing a simple, speedy, inexpensive dispute resolution procedure.
 - v. The arbitrators are authorized to deny a suspension, or to award a suspension of public use rights for any period of up to one (1) year, and not longer.
 - vi. Any suspension ordered by the arbitrators is effective when ordered, regardless of any appeal.
 - vii. The arbitrators' decision is final and may be appealed only for fraud, corruption, evident and material bias, or for an award in excess of the arbitrators' authority, as provided in the Maine Arbitration Act.
 - viii. Claims of multiple beachfront owners may be consolidated should the arbitrators so determine. If at least 51% of all Beachfront Owners (including non-signatory owners) bring claims under this Paragraph 8 and if those claims are consolidated, the arbitrators may declare public use rights in the entire Premises suspended for any period up to one (1) year.
- e. *Effect of Termination or Suspension:* In the event of a termination or suspension of this Agreement as against the Town with respect to public use of all or any portion of the Premises as provided in this Paragraph 8, the Town shall have no further right or obligation to enforce the Beach Use Ordinance as to any portion of the Premises in which public use rights under this Agreement have been terminated or suspended, and the Beach Use Ordinance shall no longer be applicable to said portion of the Premises. In the case of a suspension of public use rights, the Town's duty and obligation to enforce shall be reinstated when the public use rights are reinstated. The rights of the Beachfront Owners and the Back Lot Owners under this Agreement shall, however, not be affected by a termination of this Agreement under this Paragraph 8 as against the Town with respect to public use of the Premises or any portion thereof, which rights of the Beachfront Owners and the Back Lot Owners shall remain in full force and effect and exercisable in accordance with the terms and conditions hereof except that, as to the Beach Use Ordinance, the Beachfront Owners and the Back Lot Owners acknowledge and agree that the use of the Premises by the Back Lot Owners shall be subject to and in accordance with only those provisions of the Beach Use Ordinance that relate to and govern the use of the Premises by the general public

and such other reasonable rules and regulations governing the use of the Premises as shall be agreed upon by the Beachfront Owners and the Back Lot Owners including, but not limited to, a newly reconstituted Beach Advisory Committee with the same voting and membership provisions as listed in Schedule D attached hereto and made a part hereof, except that the at-large community member and selectman member shall each be replaced by a Back Lot Owner.

9. BACK LOT OWNER WAIVER:

Upon the effective date of this Agreement, the Back Lot Owners shall be deemed to have waived and released to the Beachfront Owners any claim of prescriptive easement in the Premises. The Back Lot Owners shall not, however, be required to waive and release any rights they have in and to any private access points to the Premises acquired by conveyance or otherwise and nothing in this Agreement shall be deemed to extinguish or extend such rights.

10. TERMINATION OR SUSPENSION AS TO BACK LOT OWNER:

If an individual Back Lot Owner causes a Beachfront Owner a material and substantial loss of the right to the quiet enjoyment of the portion of the Premises adjacent to that Beachfront Owner's Upland Property, whether or not the Back Lot Owner's activity occurred on that portion of the Premises, the rights of the breaching Back Lot Owner in and to the use of that that portion of the Premises as provided in this Agreement may be terminated or suspended as to the breaching Back Lot Owner following the procedure set forth in Paragraph 8 above regarding termination or suspension of the Town's public use rights hereunder. A termination or suspension of this Agreement as against the Back Lot Owner with respect to the Back Lot Owner's use of the portion of the Premises adjacent to the Beachfront Owner's Upland Property shall not, however, terminate or suspend this Agreement as against the Back Lot Owner with respect to the Back Lot Owner's use of all or any portion of the Premises other than that portion of the Premises adjacent to the Beachfront Owner's Upland Property. In the event of a suspension of this Agreement as against a Back Lot Owner with respect to the use of all or any portion of the Premises adjacent to a Beachfront Owner's Upland Property as provided in this Paragraph 10, such suspension shall end at such time as the Back Lot Owner ceases the activity that resulted in such suspension.

11. OPT OUT RIGHTS:

Notwithstanding anything to the contrary set forth in this Agreement, Beachfront Owners and Back Lot Owners shall have the right, to be exercised within three (3) days following the adoption of the Beach Use Ordinance at a duly held Town Meeting, to opt out of this Agreement by written notice to the Town, in which event said opting out party shall be removed as a party to this Agreement and shall have no further rights or obligations hereunder.

12. EFFECTIVE DATE OF THIS AGREEMENT:

Except as may be otherwise provided herein, this Agreement shall not be effective until (a) the execution of this Agreement by the Board of Selectmen of the Town, (b) the execution of this Agreement by owners of not less than sixty (60) of the lots fronting the Beach, (c) the approval of this Agreement at a duly held Town Meeting, and (d) the expiration of the opt out period provided for in Paragraph 11 above. Notwithstanding the foregoing, however, this Agreement shall not take effect unless, following the expiration of the opt out period provided for in Paragraph 11 above, Beachfront Owners of no fewer than fifty (50) beachfront lots remain parties to this Agreement. Within five (5) days of the effective date of this Agreement, the Stipulation shall be filed with the York County Superior Court.

13. JOINDER BY OTHER OWNERS:

Nothing in this Agreement shall be deemed to prevent any owner of property located on the Beach from seeking to join in this Agreement following its effective date by supplemental agreement executed by said owner and the Town and duly recorded in the said Registry of Deeds, provided, however, that the Town, shall not be required, and shall have no obligation, to enter into any such supplemental agreement. Any such owner of property located on the Beach who joins in this Agreement as provided in this Paragraph 13 shall be deemed a Beachfront Owner and shall be subject to, and shall have the benefit of, all terms and provisions hereof as if said owner had been a party to this Agreement and the Stipulation as of the date hereof.

14. RELATIONSHIP OF BEACHFRONT OWNERS AND BACK LOT OWNERS:

This Agreement, as it pertains to the relationship between the Beachfront Owners and the Back Lot Owners, is subject only to the terms and provisions of this Agreement without regard to any acts of, or any omission or commission by, the Town. No default by the Town, no actions of the general public and no failure of the Town relating to the Beach Use Ordinance shall affect or impair the rights and obligations as between the Beachfront Owners and the Back Lot Owners under this Agreement.

15. MISCELLANEOUS:

(1) This Agreement shall run with the properties of the Beachfront Owners and the Back Lot Owners and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

(2) Any notice, demand and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed to the party to whom notice is to be given at the address set forth above.

Any party may change its address for purposes hereof by giving the other parties notice of the new address in the manner described herein.

(3) Except as may be otherwise provided herein, this Agreement may not be modified, waived or amended except in a writing signed by (a) the Town, and (b) not less than sixty-seven percent (67%) of the Beachfront Owners and sixty-seven percent (67%) of the Back Lot Owners and duly recorded in the York County Registry of Deeds. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(4) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses their entire agreement.

(5) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(6) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

[End of Agreement. Execution Pages Follow.]

IN WITNESS WHEREOF, the Town of Kennebunkport, acting by and through its Board of Selectmen, hereunto duly authorized, the Beachfront Owners listed in Schedule A attached hereto and made a hereof and the Back Lot Owners listed in Schedule B attached hereto and made a part hereof, intending to be bound hereby, have hereby executed this Agreement as of the 30th day of July, 2012.

WITNESS:

The Town of Kennebunkport

By its Board of Selectmen, hereunto duly authorized

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

[Handwritten signature: Sheila Matthews-Bull]

Sheila Matthews-Bull, Chair

[Handwritten signature: Michael Weston]

Michael Weston, Vice-Chair

[Handwritten signature: Stuart Barwise]

Stuart Barwise

[Handwritten signature: Allen A. Daggett]

Allen A. Daggett

[Handwritten signature: Mathew J. Lanigan]

Mathew J. Lanigan

STATE OF MAINE
COUNTY OF YORK, ss.

July 30, 2012

Then personally appeared the above-named Sheila Matthews-Bull, Chair of the Board of Selectmen of the Town of Kennebunkport, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of the Town of Kennebunkport.

Before me [Handwritten signature]
Notary Public Attorney at Law

Amy K. Tchao
Print name

My commission expires _____

Schedule A to Beach Use Agreement
Beachfront Owners

<u>Beachfront Owner</u>	<u>Property Address</u>	<u>Deed Reference(s)</u>
Donald C. Agostinelli and Lilia T. Agostinelli	181 Kings Highway Kennebunkport, Maine (Tax Map 34, Block 1, Lot 30)	York County Registry of Deeds, Book 2163, Page 349
Yvonne Archer	245 Kings Highway Kennebunkport, Maine (Tax Map 35, Block 10, Lot 39)	York County Registry of Deeds, Book 7553, Page 295
Anthony J. Aversa	281 Kings Highway Kennebunkport, Maine (Tax Map 35, Block 10, Lot 18)	York County Registry of Deeds, Book 11093, Page 283
Patrick R. Barry and Margaret V. Barry	231 Kings Highway Kennebunkport, Maine (Tax Map 34, Block 1, Lot 6)	York County Registry of Deeds, Book 10014, Page 200
Robert M. Baylis and Lois W. Baylis, Trustees of the Lois W. Baylis Trust	103 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 34)	York County Registry of Deeds, Book 11768, Page 273
Robert M. Baylis and Lois W. Baylis, Trustees of the Lois W. Baylis Trust	135 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 12)	York County Registry of Deeds, Book 11768, Page 277
Robert M. Baylis and Lois W. Baylis, Trustees of the Lois W. Baylis Trust	103 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 27)	York County Registry of Deeds, Book 11768, Page 273
Anne Benedict, Trustee of the Anne Benedict Revocable Trust	185 Kings Highway	York County Registry

	Kennebunkport, Maine (Tax Map 34, Block 1, Lot 28)	of Deeds, Book 14446, Page 405
Mary Alice Callahan	159 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 6)	York County Registry of Deeds Book 7478, Page 171
Cheryl Carrick, Trustee of the Cheryl Carrick Revocable Living Trust	5 Jefferys Way Kennebunkport, Maine (Tax Map 35, Block 10, Lot 6)	York County Registry of Deeds, Book 16132, Page 951
Edmund C. Case and Wendy B. Case Trustees of Wendy B. Case Trust And Wendy B. Case and Edmund C. Case Trustees of the Edmund C. Case Trust	123A Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 35)	York County Registry of Deeds, Book 15789, Page 630 and Book 15789, Page 632
Heirs of Mabel Erlandson	127 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 17)	
The Coppola Family Realty Trust, A Maine Trust	139 Kings Highway Rear Kennebunkport, Maine (Tax Map 33, Block 1, Lot 28)	York County Registry of Deeds, Book 9589, Page 13
The Coppola Family Realty Trust, A Maine Trust	145 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 11)	York County Registry of Deeds, Book 9589, Page 13
John F. and Theresa C. Coppola Trustees of the John and Theresa Coppola Ten-Year Trust	143 Kings Highway	York County Registry

	Kennebunkport, Maine (Tax Map 33, Block 1, Lot 31)	of Deeds, Book 15132, Page 644
John Coppola, Jr.	137 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 33)	York County Registry of Deeds, Book 15870, Page 933
Clarence Cottman, III and Caron F. Cottman	189 Kings Highway Kennebunkport, Maine (Tax Map 34, Block 1, Lot 26)	York County Registry of Deeds, Book 15686, Page 362
Jeane DiCostanzo and Jana DiCostanzo	295 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 31)	
Robert Eisenberg and Leslie A. Eisenberg, Trustees of the Green Realty Trust	167 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 2)	York County Registry of Deeds, Book 16046, Page 723
Barry V. Engel	107 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 25)	York County Registry of Deeds, Book 16264, Page 982
Christopher Finneral and Meghan L. Mahoney	203 Kings Highway Kennebunkport, Maine (Tax Map 34, Block 1, Lot 21)	York County Registry of Deeds, Book 16163, Page 396
John Gorny, Roberta Gorny		
Jill R. Sloper Kristie Marquis	133 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 13)	York County Registry of Deeds, Book 16222, Page 746
John Gorny, Roberta Gorny Eric Gorny	163 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 4)	York County Registry of Deeds, Book 2273,

Alexandra B. Guldborg, Trustee
of the Alexander B. Guldburg
Personal Residence Trust – 2007

13 Sand Point Road Rear
Kennebunkport, Maine
(Tax Map 35, Block 9, Lot 8)

York County Registry
of Deeds,
Book 15115,
Page 295

Michael M. Gustin and Joanne K.
Gustin, Trustees of the Joanne K.
Gustin Living Trust

235 Kings Highway
Kennebunkport, Maine
(Tax Map 34, Block 1, Lot 4)

York County Registry
of Deeds,
Book 15223,
Page 481

Tides Beach Club, LLC

252 Kings Highway
Kennebunkport, Maine
(Tax Map 35, Block 10, Lot 31)

York County Registry
of Deeds,
Book 15967,
Page 483

Paul J. Hayes and Sharon K.
Hayes, Trustees of the Sharon
K. Hayes 2002 Residence Trust

151 Kings Highway
Kennebunkport, Maine
(Tax Map 33, Block 1, Lot 29)

York County Registry
of Deeds,
Book 11493,
Page 96

Dennis Peter Homa and
Nancy S. Homa

9 Sand Point Road
Kennebunkport, Maine
(Tax Map 35, Block 9, Lot 13)

York County Registry
of Deeds,
book 4698, Page 258

William L. Joel, II

233 Kings Highway
Kennebunkport, Maine
(Tax Map 34, Block 1, Lot 5)

York County Registry
of Deeds,
Book 7217, Page 149

Michael L. Kelly and
Donna G. Kelly

171 Kings Highway
Kennebunkport, Maine
(Tax Map 34, Block 1, Lot 35)

York County Registry
of Deeds,
Book 15817,
Page 370

Kennebunkport
Conservation Trust

Kings Highway
Kennebunkport, Maine
(Tax Map 35, Block 10, Lot 28)

York County Registry
of Deeds,
Book 3717, Page 276

Kennebunkport
Conservation Trust

Kings Highway
Kennebunkport, Maine
(Tax Map 35, Block 10, Lot 26)

York County Registry
of Deeds,
Book 9844, Page 80

Kennebunkport
Conservation Trust

Kings Highway
Kennebunkport, Maine
(Tax Map 35, Block 10, Lot 25)

York County Registry
of Deeds,
Book 2976, Page 52

Kennebunkport
Conservation Trust

Kings Highway
Kennebunkport, Maine
(Tax Map 35, Block 10, Lot 23)

York County Registry
of Deeds,
Book 2937, Page 293

Kennebunkport
Conservation Trust

Kings Highway
Kennebunkport, Maine
(Tax Map 35, Block 10, Lot 22)

York County Registry
of Deeds,
Book 9186, Page 163

Kennebunkport
Conservation Trust

Kings Highway
Kennebunkport, Maine
(Tax Map 35, Block 10, Lot 21)

York County Registry
of Deeds,
Book 2976, Page 49

Kennebunkport
Conservation Trust

Kings Highway
Kennebunkport, Maine
(Tax Map 35, Block 10, Lot 20)

York County Registry
of Deeds,
Book 3042, Page 265

Kennebunkport
Conservation Trust

Kings Highway
Kennebunkport, Maine
(Tax Map 35, Block 10, Lot 19)

York County Registry
of Deeds,
Book 2967, Page 46

Town of Kennebunkport

Kings Highway
Kennebunkport, Maine
(Tax Map 35, Block 10, Lot 27)

Pamela A. Littell

105 Kings Highway
Kennebunkport, Maine
(Tax Map 33, Block 1, Lot 26)

York County Registry
of Deeds, Book 3178,
Page 171

James A. Mason, PR
Of the Estate of Richard G. Mason

129 Kings Highway
Kennebunkport, Maine

York County Registry
of Deeds,

	(Tax Map 33, Block 1, Lot 16)	Book 3207, Page 225
Roger M. Miller and Jeanne L. Miller	175 Kings Highway Kennebunkport, Maine (Tax Map 34, Block 1, Lot 33)	York County Registry of Deeds, Book 14062, Page 20
Mary Jane Mulvihill	117 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 21)	York County Registry of Deeds, Book 10505, Page 240
Kristen Andrea Mulvihill	119 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 30)	York County Registry of Deeds, Book 8259, Page 132
Charles L. Nickerson, as Successor Trustee of the Albert Palmer Trust under said Trust dated June 13, 1984	217 Kings Highway Kennebunkport, Maine (Tax Map 34, Block 1, Lot 13)	York County Registry of Deeds, Book 4354, Page 48
William A. Nixon and Katherine O. Nixon	19 Sand Point Road Kennebunkport, Maine (Tax Map 35, Block 9, Lot 6)	York County Registry of Deeds, Book 15521, Page 856
Paley Family Homes, LLC	153 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 9)	York County Registry of Deeds, Book 15495, Page 120
Allison Phinney, Jr.	179 Kings Highway Kennebunkport, Maine (Tax Map 34, Block 1, Lot 31)	
21 Sand Point Road, LLC	21 Sand Point Road Kennebunkport, Maine (Tax Map 35, Block 9, Lot 5)	York County Registry of Deeds, Book 10374, Page 258

Christopher A. Poole, Trustee
of Sand Point Road Realty
Trust

7 Sand Point Road Rear
Kennebunkport, Maine
(Tax Map 35, Block 9, Lot 15)

York County Registry
of Deeds,
Book 15137,
Page 977

Thomas M. Ramsey, as Trustee
of the Ramsey Family Trust
For Real Estate
Robert J. Ramsey, individually
and Robert J. Ramsey as Custodian
for Christine M. Ramsey, as
Custodian for James R. Ramsey and
as Custodian for Daniel P. Ramsey

305 Kings Highway
Kennebunkport, Maine
(Tax Map 35, Block 10, Lot 1)

York County Registry
of Deeds,
Book 15291,
Page 558,
Book 15291,
Page 561,
Book 15291,
Page 565 and
Book 15291,
Page 570

Anne Reynolds

237 Kings Highway
Kennebunkport, Maine
(Tax Map 34, Block 1, Lot 3)

York County Registry
of Deeds,
Book 16165,
Page 838

Brian F. Rigney and
Richard Fitzpatrick, Trustees
of the Brian F. Rigney Qualified
Personal Residence Trust

169 Kings Highway
Kennebunkport, Maine
(Tax Map 33, Block 1, Lot 1)

York County Registry
of Deeds,
Book 7583, Page 105

Kenneth E. Rowe, Trustee of
the Kenneth E. Rowe Trust as
Amended and Restated on May
10, 2010 and Joanne L. Rowe,
Trustee of the Joanne L. Rowe
Trust as Amended and Restated
on May 10, 2010

155 Kings Highway
Kennebunkport, Maine

York County Registry
of Deeds,

	(Tax Map 33, Block 1, Lot 8)	Book 15979, Page 960
Vernon Verallo Rowell	11 Sand Point Road Rear (a/k/a 11A Sand Point Road) Kennebunkport, Maine (Tax Map 35, Block 9, Lot 9)	York County Registry of Deeds, Book 4215, Page 48
Barbara H. Russell	283 Kings Highway Kennebunkport, Maine (Tax Map 35, Block 10, Lot 17)	York County Registry of Deeds, Book 7685, Page 217
Carolyn K. Sherman	109 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 24)	York County Registry of Deeds, Book 9721, Page 281
William H. Shore and Rosemary Jordano Shore	147 Kings Highway Kennebunkport, Maine (Tax Map 33, Block 1, Lot 11A)	York County Registry of Deeds, Book 14883, Page 830
A. Wendell Stackpole and Edna L. Stackpole, Co-Trustees of the A. Wendell Stackpole Revocable Trust	199 Kings Highway Kennebunkport, Maine (Tax Map 34, Block 1, Lot 23)	York County Registry of Deeds, Book 7779, Page 238
Peter Wasserman, Trustee of the Peter Wasserman Trust of 1993 and Jennifer B. Wasserman, Trustee of the Jennifer B. Wasserman Trust of 1993	6 Jefferys Way Kennebunkport, Maine (Tax Map 35, Block 10, Lot 5)	York County Registry of Deeds, Book 7086, Page 8
Sandcastles at GRB, LLC	187 Kings Highway Kennebunkport, Maine (Tax Map 34, Block 1, Lot 27)	York County Registry of Deeds, Book 14494, Page 166

National Bank and Trust Company of
Sycamore, Trustee of the Trust
F/B/O Herbert L. Pick 131 Kings Highway Rear
Kennebunkport, Maine
(Tax Map 33, Block 1, Lot 15) York County Registry
of Deeds Book 15008,
Page 225

Timber Island Trust
Susan K. Dolan, Trustee
Edward Dolan, Trustee 209 Kings Highway
Kennebunkport, Maine
(Tax Map 34, Block 1, Lot 18) York County Registry
of Deeds Book 13633,
Page 143

Beach Use Agreement – Schedule B

Grantee	Co_grantee's Name	Location	Map	Block	Lot	Lot Cut	YCROD Book/Page Reference
15 Belvedere Road, Kennebunkportm Maine, Inc.	Wm & Elizabeth Fullerton	15 BELVIDERE AVENUE	35	21	8		7029/187
ALEXANDER SHARON S		6 CRESCENT AVENUE	34	5	10		5716/62
ALLEN ROGER C & NANCY H		25 NEW BIDDEFORD ROAD	41	2	5		3121/296
AMMANN WILLIAM JR & MARY		5 CLEAVES AVENUE	35	5	7		2941/237
ANDERSON DONALD TRUSTEE & JOANNE TRUSTEE	ANDERSON FAMILY REVOCABLE TRUST	22 DYKE ROAD	32	3	5		15754/241
ANDERSON FAMILY REVOCABLE TRUST	ANDERSON JOANNE & DONALD L. TRUSTEES	37 DYKE ROAD	32	2	1	D	12124/124
ANUSZEWSKI THOMAS JOHN		186 KINGS HIGHWAY	34	2	17		5806/274
BADERTSCHER MARK & KATHERINE		21 NORWOOD LANE	34	2	2		14008/352
BALWINSKI JAMES W & JOYCE A TRUSTEES	BALWINSKI LIVING TRUST	146 KINGS HIGHWAY #5	33	3	7		14374/400
BANTZ CLAUDIA S		9 SKYLINE DRIVE	36	2	3		2740/184
BARWISE BARBARA A		6 SEA LANE	35	14	19		6333/311
BATH, GREGORY & DEIDRE		66 WINTER HARBOR	37	4	1		14358/920
BENNETT PETER K & KATHLEEN D		8 KINGS LANE	41	4	1		15728/567
BENSON CHERYL		10 NORWOOD LANE	33	3	23		10433/283
BLOCK SYLVIA B TRUSTEE	C/O JON WEBER	280 KINGS HIGHWAY	35	16	1		9821/104
BOGINSKI PETER J TRUSTEE	BOGINSKI VIRGINIA W TRUSTEE	311 KINGS HIGHWAY	35	7	1		15443/120
BRADSHAW PETER S & MARGARET M		23 KINGS LANE	41	2	41		2683/119
BRILL NICHOLAS S & MARGARET W		3 GLAZIER LANE	35	14	14		9274/12
BUCKLEY FREDERICK C	BUCKLEY DENISE M	9 ABBEY ROAD	37	5	14	C	4427/341
BURBANK WAYNE N & PAULETTE R		226 B KINGS HIGHWAY	34	4	2	B	5222/049
BURFORD, LINDA D. AND KENDALL		304 KINGS HIGHWAY	35	6	6		2861/111
BURFORD, LINDA D. AND KENDALL		5 NEW BIDDEFORD RD	35	6	4		7568/86
BURKE BAUER KATHLEEN TRUSTEE	MARY I BAUER REVOCABLE TRUST	7 MARSHVIEW DRIVE	36	3	1		8269/150
CARET ELIZABETH R		18 NORWOOD LANE	33	3	26		14372/885
CASEY-FLAVIN CATHERINE E TRUSTEE	CATHERINE E CASEY- FLAVIN REV. TRUST – Janice Christo	15 NORWOOD LANE	34	2	4	A	15408/359
CIARAMETARO PETER & JEAN		42 WILDWOOD AVENUE	35	1	19		5863/163

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COHEN HERBERT A & JUDITH D		106 KINGS HIGHWAY	33	2	27		9926/224
COHEN J SOLOMON & COFER DORCAS H		3 HAYWARD AVENUE	35	3	14		4108/264
COLBY JUDITH RICE		126 KINGS HIGHWAY	33	2	13		1194/239
CONVERY ROBERT F & MARY V		1 SKYLINE DRIVE	36	2	8		5643/207
COOK RICHARD F JR & STEPHINE K		232 KINGS HIGHWAY	34	4	5		6794/296
COOPER GREGORY E & CHRISTOPHER E	COOPER EDWARD & JEAN LIFE ESTATE	184 KINGS HIGHWAY	34	2	16		15048/748
COTE SALLY ANN		5 DYKE ROAD	34	3	11	C	9072/213
CUNNIFF JOSEPH TRUSTEE	ANDERSON MARJORIE TRUSTEE	37 WILDWOOD AVENUE	35	14	22		15339/542
CURTIS ARTHUR E & RICHARD H TRUSTEES		7 BELVIDERE AVENUE	35	13	3		7329/259
CYR IRENE		36 DYKE ROAD	32	3	3		3913/27
DALTON JOHN V & SONIA M		7 NEW BIDDEFORD ROAD	35	6	3		3191/327
DANCKERT GAIL E		1 NORWOOD LANE	34	2	10		4126/203
DAY SANDRA E & RICHARD G		28 WINTER HARBOR ROAD	37	4	4	A	13488/129
DAY SQUARE REALTY TRUST	JAN FITZPATRICK	5 SAND POINT ROAD	35	9	16		15043/232
DELL ELEANOR C TRUSTEE	ELEANOR C. DELL TRUST OF 2008	9 NEW BIDDEFORD ROAD	35	6	2		2569/212
DETCHEON C FAITH		122 KINGS HIGHWAY #REAR	33	2	12		7513/207
DOLBEARE ROBERT & LORRAINE TRUSTEES	LORRAINE A DOLBEARE TRUST	10 BELVIDERE AVENUE	35	22	2		8839/96
DORAN PAUL R & DENISE R TRUSTEES		8 EDGEWOOD AVENUE	35	21	12		14331/422
DRIVER MARGARETE KM IRREVOCABLE MARITAL TRUST		6 MARSHVIEW CIRCLE	35	9	4		15790/795
DUGAN WILLIAM H TRUSTEE	DUGAN PATRICIA R TRUSTEE	14 WHITTEMORE LANE	33	2	24		3191/266
EISENBERG, ROBERT B. AND LESLIE A., TRUSTEES OF THE GREEN REALTY TRUST		289 KINGS HIGHWAY	35	10	13		10419/220
EMANOUIL JOHN T		146 KINGS HIGHWAY #3	33	3	7	E	8464/049
EON-HARRIS SHARON A & HARRIS JOHN M		13 WILDWOOD AVENUE	35	23	3		1692/169
FETZNER REVA S & CHARLES R TRUSTEES	FETZNER RICHARD W & REVA S MAINE REALTY	312 KINGS HIGHWAY	41	2	13		6716/322
FITZPATRICK JAN S		13 SAND POINT ROAD	35	9	11		5389/18
FLAVIN LIVING TRUST	SV & ELEANOR W FLAVIN TRUSTEES	19 NORWOOD LANE	34	2	33		15268/380
FORBES EDWARD K & MARTHA P		300 KINGS HIGHWAY	35	5	8		6150/44

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FRIESWICK KATHLEEN M		16 EDGEWOOD AVENUE	35	21	6		15494/921
GALLIGAN THOMAS J III & ANN C		8 HAYWARD AVENUE	35	3	7		9718/234
GARVEY ROBERT J & JANE		150 KINGS HIGHWAY	33	3	34		2920/4
GERACE MARK JUDE TRUSTEE	GERACE FAMILY REALTY TRUST	5 SKYLINE DRIVE	36	2	6		7577/46
GHAYOUR BABAK & ANNE P		6 HENCHEY WAY	41	2	8		15192/199
GILMAN JUDITH		41 WILDWOOD AVENUE	35	14	7		15456/331
GLICKMAN THEO	STEPHEN SNYDER THOMAS SNYDER	5 DORRANCE ROAD	35	16	12	A	4266/151
GORDON FAMILY HOME PLACE LLC		286 KINGS HIGHWAY	35	16	4		13523/335
GORDON ROBERT A & CATHY M		8 COTTAGE AVENUE	34	2	19		8228/78
GREEN DAVID & FRENCH JEAN TRUSTEES	GREEN-FRENCH REALTY TRUST	260 KINGS HIGHWAY	35	21	1		13179/261
GUTERMANN CYNTHIA		BELLEGLADE AVENUE	34	6	1		14305/630
HANLEY MARGARET A		5 DYKE ROAD	34	3	11	G	7113/22
HAYES PATRICIA A & RONALD J		49 WINTER HARBOR ROAD	41	1	12	A	15246/635
HEAPHY LOIS		104 KINGS HIGHWAY	33	2	4		9467/205
HEARTZ JOAN		12 WILDWOOD AVENUE	35	1	4		1502/432
HEATON ROBERT C & ALICE M TRUSTEES	ROBERT HEATON TRUST	10 COMMUNITY HOUSE ROAD	35	1	25		2115/414
HILL PATRICK E		23 SKYLINE DRIVE	37	5	8	H	15087/788
HIMMELMAN HAROLD & BONNIE B		12 DORRANCE ROAD	35	3	8		11652/234
HOGAN PAUL J & FITZGERALD GERALYN		324 KINGS HIGHWAY	41	2	19		7375/193
HOLDEN DAVID J & JEAN M	HOLDEN HARLEY P	47 WILDWOOD AVENUE	35	17	5		9519/349
HOLDEN JEAN M & DAVID J		4 DORRANCE ROAD	35	17	1		6459/324
HULTGREN JOAN M		146 KINGS HIGHWAY #8	33	3	7		3822/322
ISRAEL MARK & SUSAN TRUSTEES	ISRAEL FAMILY TRUST	22 NORWOOD LANE	33	3	26	B	15713/889
JANE SHANAHAN REVOCABLE TRUST		8 WILDWOOD AVENUE	34	6	6		15936/332
/JOHNSTON ARTHUR R JR & JANET R		4 NEW BIDDEFORD ROAD	35	5	10		8045/112
JONES DAVID B & MARY ELIZABETH TRUSTEES	DAVID & MARY ELIZABETH JONES FAMILY TRUS	52 WINTER HARBOR ROAD	37	4	1	A	13698/001
Jose Roddy, Judy		122 KINGS HIGHWAY	33	2	26		5900/073
JUNKER JOAN T & WILLIAM A JR		305 KINGS HIGHWAY	35	10	2		15357/21
JUNKER WILLIAM A & MARIA		114 KINGS HIGHWAY	33	2	29		2544/19

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JURGA STANLEY M & CAROL E		8 DORRANCE ROAD	35	17	9		6323/082
KELLY, ANN		272 MILLS ROAD	37	2	2	2F	15155/333
KELLEY RICHARD S TRUSTEE	KELLEY REALTY TRUST	234 KINGS HIGHWAY	35	11	1		12830/183
KILLYBEGS LLC		168 KINGS HIGHWAY	33	3	18		15595/358
KINGS COTTAGE LLC		282 KINGS HIGHWAY	35	16	2		3229/251
KIRBY MARGARET A		5 KINGS LANE	41	5	7		10248/50
KOFFS RICHARD L & KATHLEEN ANN		182 KINGS HIGHWAY	34	2	15		2016/528
KRAEUTER JOHN N		148 KINGS HIGHWAY	33	3	8		3360/248
KUDAROSKI JANE & TAYLOR LISA	KUDAROSKI-DECK MARY	7 SUNSET LANE	33	2	15		2409/254
KUDAROSKI MARY C TRUSTEE	TAYLOR WAYNE C & LISA	110 KINGS HIGHWAY	33	2	6		15377/793
LACHIATTO, ALEXANDER M. AND JUDITH A.		12 BEL AIR AVENUE	35	23	1		14249/672
LALANDE MICHEL	BARSALOU DOMINIQUE	293 KINGS HIGHWAY	35	10	9	B	15504/706
LEMIEUX, CONSTANCE		5 DYKE ROAD	34	3	11	B	9067/339
LEVY, ROBERT AND LISA		9 BELVIDERE AVENUE	35	21	10		16168/931
LEWIS FAMILY REALTY TRUST		4 JEFFERYS WAY	35	10	4		8102/293
LIEBEL JAMES & MARYANN P		146 KINGS HIGHWAY #7	33	3	7	H	3169/236
LOIKA FAMILY TRUST	LOIKA AUDREY L & ALEXANDER TRU	44 WILDWOOD AVENUE	35	1	21		6934/142
LUNDE JEFFREY S & CATHERINE J TRUSTEES	228 KINGS HIGHWAY REALTY TRUST	228 KINGS HIGHWAY	34	4	3		15163/311
LUTHERN WILLIAM R & JOAN B		12 NORWOOD LANE	33	3	24		9734/230
MACDONALD GRAHAM W & DOLAN ELINOR W	MACDONALD CHILDREN'S TRUST	10 CRESCENT AVENUE	35	23	5		7205/65
MACDONALD GRAHAM W & DOLAN ELINOR W	MACDONALD CHILDREN'S TRUST	12 CRESCENT AVENUE	35	23	11		7205/67
MACDONALD RODERICK D		20 PRESCOTT DRIVE	36	2	13		2164/578
MACDONALD RODERICK D & LAFAVE ERNESTINE	C/O RODERICK D MACDONALD	3 NEW BIDDEFORD ROAD	35	6	5		14211/650
MACMARTIN J ALEXANDER JR	LAURENITIS ARLENE A	10 WHITTEMORE LANE	33	2	22		5157/125
MARON MICHAEL B & DAWN L		16 NORWOOD LANE	33	3	25		13785/256
MARITIME COTTAGES LLC		146 KINGS HIGHWAY #1	33	3	7	B	15934/616
MARITIME COTTAGES LLC		146 KINGS HIGHWAY #10	33	3	7	F	15934/916
MARITIME COTTAGES LLC		146 KINGS HIGHWAY #2	33	3	7	C	15934/916
MARITIME COTTAGES LLC		146 KINGS HIGHWAY #4	33	3	7	D	15934/916

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MARTIN DONALD K & MARGARET F	C/O CAROL REGAN	BEL-AIR AVENUE	35	22	4	A	3929/170
MARTIN ANDREA		2 DORRANCE ROAD	35	17	7		1356/154
MATHER THELMA S TRUSTEE		284 KINGS HIGHWAY	35	16	3		1846/68
MAYNARD LEE TRUSTEE	MAYNARD LIVING TRUST	152 KINGS HIGHWAY #REAR 4	33	3	9	B	15162/613
MAZEIKA BARBARA N & DAVID P		162 KINGS HIGHWAY	33	3	15		10790/308
MCCRAE DOUGLAS M & VIRGINIA B		8 BROADWAY AVENUE	35	15	8		15947/736
MCEVOY JOHN J & JOAN S		7 EDGEWOOD AVENUE	35	14	15		11028/97
MCGOVERN KEVIN M & TRACY G		13 NORWOOD LANE	34	2	34		12258/097
MCNAMEE AGNES C		64 WINTER HARBOR ROAD	37	4	1	C	2702/227
MELLEY JOHN J & NEAL F TRUSTEES	TRUSTEES OF 5 SUNSET LANE	5 SUNSET LANE	33	2	14		8182/266
MERRILL TERRY C & CAROLINE		11 DORRANCE ROAD	35	16	10		2903/31
MILEWSKI SALLY M TRUSTEE	MILEWSKI MAINE REALTY TRUST	17 NORWOOD LANE	34	2	3		2103/587
MILLER EILEEN M	MILLER ROGER H & LISA R	4 HENCHEY WAY	41	2	14		2517/301
MORRISSEY MARY ANN & JOHN		28 NEW BIDDEFORD ROAD	41	1	6		9575/225
MOTES HEATHER		5 DYKE ROAD	34	3	11	H	8681/157
MUHRER JILL C	Robin C. Sakovics	306 KINGS HIGHWAY	35	6	7		15583/851
MURPHY LEE-ANN, MELISSA M & BRYAN R TRUST	ROBERT W MURPHY & ANN H.Z. MURPHY IRR. T	6 DORRANCE ROAD	35	17	8		2713/188
MURPHY JOSPEH P & DONNA M		5 DYKE ROAD	34	3	11	A	9704/120
NICHOLS RAYMOND S & ELLEN L		5 NORWOOD LANE	34	2	8	A	8861/257
HOWARD J NIXON FAMILY IRREVOCABLE TRUST		112 KINGS HIGHWAY	33	2	8		2432/133
NORWOOD ROAD REALTY TRUST	MARION DIPILLO SLATER, TRUSTEE	23 NORWOOD LANE	34	2	1		14924/955
NUTTER FAMILY RESIDENCE TRUST		29 DYKE ROAD	32	2	1	A	5936/208
OLLARI CONSTANCE A		8 MARSHVIEW CIRCLE	36	1	12		2260/13
O'BRIEN ARNOLD & JOAN		146 KINGS HIGHWAY #6	33	3	7	G	3037/143
O'NEILL EDWARD J JR		5 HAYWARD AVENUE	35	3	13		4012/99
OWEN CHRISTOPHER JOHN & MARY HELEN		37 KINGS LANE	41	2	30		3419/289
PAINTER STEPHEN H III & CORBEY ANN K		6 WILDWOOD AVENUE	34	6	5		10827/255
PALMER GRETCHEN E		7A BEL AIR AVENUE	35	12	3	A	11891/121
PAPPALARDO WILMA A TRUSTEE	WILMA A PAPPALARDO	16 PRESCOTT DRIVE	36	2	11		1923/233

Beach Use Agreement – Schedule B

	REVOCABLE TRUST						
PARROTT CHARLES SCOTT TRUSTEE	PARROTT LYNDA WILSON TRUSTEE	6 KINGS LANE	41	2	29		12598/290
PEARCE ROBERT H		15 WILDWOOD AVENUE	35	23	2		1967/388
PELLETIER GREGORY J & SANDRA B		33 KINGS LANE	41	2	32		2958/149
PICKARD UNION LLC		142 KINGS HIGHWAY	33	3	6		14575/642
POWERS JAMES /HERBERT YOUNG M TRUSTEE	POWERS/YOUNG MAINE REAL ESTATE TRUST	308 KINGS HIGHWAY	35	6	8		14579/883
QUEEN GRACE EST	C/O HILLARY QUEEN MCGRATH	12 BELVIDERE AVENUE	35	22	3		1452/369
QUINN REALTY TRUST		32 NEW BIDDEFORD ROAD	41	1	8		1840/751
REGAN PATRICK J TRUSTEE	REGAN GAIL A TRUSTEE	5 WILDWOOD AVENUE	34	5	5		5725/27
REYNOLDS PAMELA T		8 NEW BIDDEFORD ROAD	35	5	12		15271/37
RIZZIERI GERALD A & MELISSA		21 CRESCENT AVENUE	35	11	10		10390/90
ROTH, GARY	CAPUANO ROBERTA M TRUSTEE	3 DORRANCE ROAD	35	16	12		7267/152
RYAN WINSTON C & CHRISTINE B TRUSTEES	WINSTON & CHRISTINE REVOCABLE TRUST	296 KINGS HIGHWAY	35	3	16		11053/007
SANDCASTLES LLC		187 KINGS HIGHWAY	34	1	27		14494/166
SCHMALZ CARL N JR & DOLORES T		230 KINGS HIGHWAY	34	4	4		2050/
SIREEN GERALDINE E		5 DYKE ROAD	34	3	11	E	7428/001
SKEIRIK PATRICIA		118 KINGS HIGHWAY	33	2	21		15806/661
SKYLINE DRIVE REALTY TRUST	ROBERT B / PAMELA N. CZEKANSKI TRTEES	22 SKYLINE DRIVE	36	1	16		14078/939
SMITH ANN T & PETER M TRUSTEES	ANN T SMITH REALTY TRUST	9 BARTLETT AVENUE	35	23	4		2012/543
SMITH MARK W		6 CLARK ROAD	35	17	3		14991/19
SMITH MARK & KEADY ELIZABETH		5 DYKE ROAD	34	3	11	D	15200/930
SMITH PETER M & NANCY A		8 MARSHVIEW DRIVE	37	5	8	F	10241/101
SNIDER MARVIN & FAYE		1 MARSHVIEW CIRCLE	36	1	15		6016/231
SOUSA EDWARD M TRUSTEE	SOUSA HELEN A TRUSTEE	4 COMMUNITY HOUSE WAY	36	1	2		3686/90
STAFFORD FREDERICK T & CHARLENE J		244 KINGS HIGHWAY	35	11	5		9001/160
STEELE WILLIAM G JR	WESTPORT TRUST	278 KINGS HIGHWAY	35	15	5		9073/237
STEIGER RICHARD T & MARY H		11 WILDWOOD AVENUE	35	23	10		3542/008
STEITZ W SCOTT	STEITZ KAREN HOLT	226 A KINGS HIGHWAY	34	4	2	A	5196/089
STIEVATER DAVID N & KATHERINE V		4 SKYLINE DRIVE	36	1	3		15250/137

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SULLIVAN ROBERT & LESLIE		3 SUNSET LANE	33	2	25		3625/61
SURRETT JANET M TRUSTEE		108 KINGS HIGHWAY	33	2	5		15015/468
TACY BETTY ANN		15 NEW BIDDEFORD ROAD	41	2	7		4543/260
THEMENS PIERRE-ANDRE & PERUSSE JOHANNE		299 KINGS HIGHWAY	35	10	8		9725/124
TREETOPS LLC	C/O DAVID W WIEWEL	13 NEW BIDDEFORD ROAD	41	2	11		14459/208
TRICCO ROGER E TRUSTEE	TRICCO FAMILY SURVIVORS TRUST	2 KINGS LANE	41	2	27		15415/529
VAN BENTHUYSEN WILLIAM & MAUREEN		23 WINTER HARBOR ROAD	37	5	10	B	15495/869
VORCE KATHLEEN & GEORGE & DANIEL	MARIANA M VORCE FAMILY REALTY TRUST	10 BELLEVUE AVENUE	35	21	5		15233/099
WATSON THOMAS C	MCCARTHY JOAN A.	20 NORWOOD LANE	33	3	26	A	15496/28
WEYL THOMAS J III & PAMELA C		288 KINGS HIGHWAY	35	16	5		14849/29
WHITE, JEANETTE TRUSTEE OF THE JEANETTE L. WHITE QUALIFIED PERSONAL RESIDENCE TRUST		301 KINGS HIGHWAY	33	1	3		9096/117
WHITEHEAD AUDREY G TRUSTEE	AUDREY WHITEHEAD KENNEBUNKPORT TRUST	2 NEW BIDDEFORD ROAD	35	5	9		3745/82
WIEWEL DAVID W & VIKKI A		13A NEW BIDDEFORD ROAD	41	2	11	A	11423/59
WILSON SUZANNE M TRUSTEE	SM WILSON TRUST	236 KINGS HIGHWAY	35	11	2		14055/202
WOSTBROCK HENRY J & BARBARA T ET AL		218 KINGS HIGHWAY	34	3	4		6036/276
WYSOCKI BENJAMIN S & KIM S		224 KINGS HIGHWAY	34	4	2	C	5196/089
ZIMMERMANN JOHN D	SCHOFIELD BETTE LEE	41 DYKE ROAD	32	2	1		12137/201
ZISKIS LESLIE L & SUSANNE D		298 KINGS HIGHWAY	35	3	17		11516/261

Schedule C

Beach Use Ordinance Provisions

The Beach Use Ordinance shall include:

Creation of:

- Beach Advisory Committee
- Beach Maintenance Fund
- Reserved Area for Owner's benefit

Prohibitions and/or Restrictions addressed by Ordinance:

- No alcohol or tobacco use on the Beach
- No overnight use of the Beach by the public
- Disorderly conduct, public indecency prohibited
- No littering
- No commercial soliciting
- No removal of sand, gravel or rocks
- Regulations governing domestic animals or pets (except that horses and horseback riding are regulated by horseback riding ordinance)
- Restrictions on tents on Beach
- Regulations to protect the environment, including, for example, signage to protect dune grass, marine life and wildlife on the Beach
- Parking regulations incorporated into Beach Use Ordinance (to include at minimum a cap on number of parking spaces as specified in Beach Use Agreement)
- Regulations prohibiting large-volume commercial vehicular drop off of public visitors at access points to Beach, such as by buses and trolleys
- Regulations governing time, number and location of permitted Beach fires
- Regulations limiting storage of watercraft, kayaks and other such equipment by non-Beachfront Owners to designated areas (such as Dinghy Point)
- Regulations governing appropriate unloading and launching of motorized boats on the Beach, which is limited to designated boat launching areas
- No organized mass gatherings or Town sponsored events except in designated areas of Beach or by permission of Owner(s)

Provision for:

- Acceptable level of staffing to ensure enforcement of Ordinance, which shall include at a minimum increased foot patrol enforcement of the Reserved Areas on a seasonal basis from June 15th through Labor Day.

Schedule D

Beach Advisory Committee

I. Membership:

Beachfront Owners (4)

Back Lot Owners (2)

At-large community member (1)

Board of Selectman appointee (1)

II. Duties:

- Assist in drafting and/or recommending proposed revisions to Beach Use Ordinance and proposed rules and regulations implementing the Beach Use Ordinance as necessary
- Advise as to expenditures from the Beach Maintenance Fund
- Review individual owner complaints for possible termination

III. Voting, Elections:

- Beachfront Owner members to be elected by Beachfront Owners by vote, with each Beachfront Owner being given the number of votes equal to the number of beachfront lots owned by that Beachfront Owner in each election
- Back Lot Owner members to be elected by Back Lot Owners by vote, with each Back Lot Owner being given the number of votes equal to the number of back lots owned by that Back Lot Owner in each election
- At-large community member to be elected at a Town Meeting
- Approval for actions and decisions by Committee must be by a 5-3 vote. A vote of 4-4 would result in no action, decision or recommended changes.