

October 9, 2019

Peter Joseph, Town Manager
Town of Freeport
30 Main Street
Freeport, Maine 04032

Re: Winslow Park Seasonal Campsites

Dear Peter:

You have asked me, on behalf of the Winslow Park Commission, three questions related to the practice of renting seasonal campsites at Winslow Park. I have reviewed the materials you provided to me and spoke to the current Trustee of the Adelaide Winslow Harb Trust. The Commission's questions and my answers are as follows:

1. Is the practice of offering campsites for rent on a seasonal, annually renewable basis in compliance with the terms of the Trust?

In my view offering campsites for rent on a seasonal, annually renewable basis does not violate the terms of the deed from the Trust to the Town, as long as the campsites continue to be available to the general public.

On April 4, 1953, Paul Powers, under Indenture of Trust by Adelaide Winslow Harb, deeded Winslow Park to the Town of Freeport "so long as said land and buildings shall be used as a public park and for public recreational purposes, in accordance with rules and regulations as may be prescribed from time to time by the Municipal Officers" of the Town. There are no other documents that I have been able to locate that further clarify the specific intent of the donor of the property.

When the Freeport Board of Selectmen accepted the property on May 20, 1953, it outlined certain regulations at that time - including a provision noting that the Town would follow regulations for the use of public parks in Maine as closely as possible subject to change from

time to time by the Board. It also, however, reserved the rights to make future regulations concerning the use, maintenance and operation of the property.

A limited number of seasonal campsites for members of the public are permitted by Article III(16) of the Winslow Park Rules. Open seasonal campsites are awarded by a lottery system and are limited to 30 sites throughout the park, not including the waterfront sites #1-23. Seasonal sites may be renewed each year by seasonal campers, subject to certain regulations.

I had a chance to speak with Mark Standen, Trustee of the Adelaide Winslow Harb Trust. Mr. Standen noted that while eliminating seasonal campsites would likely allow more members of the public to use the Park for camping, in his view the language in the deed is broad enough to embrace the current practice of seasonal campsites and is not a violation of the terms of the Trust.

The issue of whether or not to continue with the practice of offering seasonal campsites to the public is an operational and policy matter for the Town Council and Winslow Park Commission to consider – but in my view does not violate the restriction in the deed.

2. Does the practice of offering seasonal camping violate the requirements agreed upon between the Town of Freeport and Paul Powers (whom Adelaide Winslow Harb had deeded property to and who was trustee of the trust)?

See answer to question 1 above.

3. Does the practice of offering seasonal sites that are annually renewable confer any property rights?

Permission to use a campsite for a certain period of time at Winslow Park, in my view, does not create a property interest – it is instead akin to a license, which under Maine law is a revocable personal privilege to use another person's land that creates no interest in that land. The Maine Law Court has similarly held, in the context of subdivision cases, that the right to use and occupy a campsite for a limited period of time does not create a legal lot nor split off any legal interest of sufficient dignity in the underlying parcel of land to the camper, and instead analogized campsites akin to the renting or occupying of space in an exhibition hall, a parking lot, or a drive-in theater.

In this case the Park's Seasonal Campsite Policy makes clear that seasonal campsites are available only during the camping season – and that all property belonging to seasonal campers must be removed from Park property by the end of the camping season. Park management explicitly reserves the right to not renew seasonal campsites and to evict campers from seasonal sites as necessary. Seasonal sites may not be rented, lent out, or sublet. Even though it is currently the practice to offer seasonal campers the opportunity to renew for the following season, the Policy also makes clear that those practices “may be reviewed and changed at any time” by the Commission.

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Peter Joseph, Town Manager

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I hope this is helpful, please feel free to give me a call if you have any further questions.

Sincerely,



Philip R. Saucier

PRS/ree

cc: Winslow Park Commission
Neil Lyman, Park Manager

Pawn Affidavit 1987

BK 7899PG0210

044534

State of Maine
County of Cumberland ss.

Freeport, Maine
July 24, 1987

I, Paul L. Powers, formerly a legal resident of Freeport, Maine, now a legal resident of Sarasota in the County of Sarasota and State of Florida, but presently sojourning in said Freeport, Maine, on oath, do depose and say that:

1. I am the Second Party described in a Deed of Trust from Adelaide Winslow Harb also known as Adelaide L. Winslow, dated October 16, 1950 and recorded in Cumberland County Registry of Deeds in Book 2026, Page 198.

2. I am the Grantor described in the Deed to The Inhabitants of the Town of Freeport, Maine dated April 6, 1953 and recorded in Cumberland County Registry of Deeds in Book 2134, Page 237. Said Deed containing specific conditions limiting the use of the land and buildings described therein.

3. I am the Grantor in a Trust Declaration executed by said Adelaide Winslow Harb dated May 20, 1953 and recorded in Cumberland County Registry of Deeds in Book 2757, Page 29.

4. I was the personal attorney handling all her legal affairs in the State of Maine for Adelaide Winslow Harb commencing in the year 1940 and continuing up to the time of the decease of said Adelaide Winslow Harb, and that she preceding the time she executed the aforementioned documents and continuing thereafter to the time of her decease, was very emphatic in her directions and instructions to me that the land and buildings described in the aforementioned documents were to be used as a public park and for public recreational purposes. She especially directed me to see to it that tents and other camping equipment should have the first priority in the use of said park, and that full advantage should be made at all times to see to it that clear views of Casco Bay would be available to said park users. Any other use made by said land would be subject to the aforementioned users.

5. On one or two occasions, individuals have complained to me that they especially enjoy the use of the common walkways laid out following the shore of said land, and that the presence of tents, recreational vehicles and other camping equipment, is offensive to them and disturbs their peaceful use of said walkways. On every occasion of receiving such

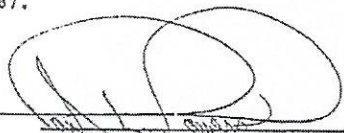
Paul L. Powers
Attorney at Law

POWERS & FRIENDI
ATTORNEYS AT LAW
FREEPORT, MAINE 04032

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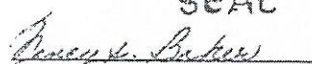
complaints, I have made it especially clear to said complainants that the primary purpose of said park land is for camping and camp sites, and that if they objected to the presence of the same then they would arrange to take their walking exercises in some other place and that under no condition would I permit, as long as I act as Trustee, any condition to be imposed limiting the presence of the said tents and camping equipment, since it was fully directed by Adelaide Winslow Harb that she wanted the public to have the right to use said land and buildings for camping and tenting.

6. In the event of my decease or resignation, and the appointment of a successor trustee, it must be made very plain and clear to the said successor trustee, that the primary purpose of said land is to be used for camping, tenting and recreational purposes, and that under no conditions shall any restrictions be placed interfering with said use. Dated at Freeport, Maine, July 24, 1987.


Paul L. Powers, Trustee
Adelaide Winslow Harb

State of Maine
County of Cumberland ss. July 24, 1987

Personally appeared the above Paul L. Powers who subscribed to oath and acknowledged the foregoing to be his free act and deed in his said capacity before me,

SEAL

Nancy S. Baker
Notary Public

MY COMMISSION EXPIRES
JANUARY 16, 1989

Sent to Cumberland County Registry of Deeds on July 28, 1987 for recording.

POWERS & FRENCH
ATTORNEYS AT LAW
FREEPORT, MAINE 04032

RECEIVED
RECORDED REGISTRY OF DEEDS
1987 JUL 30 PM 1:12
CUMBERLAND COUNTY
