

02.10.00

CONSERVATION EASEMENT DEED AND INDENTURE  
JOHN'S POINT

THIS CONSERVATION DEED AND INDENTURE is made this 29<sup>th</sup> day of December, 2000, between ROBERT C. KING, JR. and NANCY P. KING, of 14 Knollwood Road, Short Hills, New Jersey 07078 (hereinafter referred to as the "Kings") and GREGORY A. KELLY, M.D. and LYNDAL L. KELLY, of 33 Tidal Run Lane, Brunswick, Maine 04011 (hereinafter referred to as the "Kellys") all of whom are collectively hereinafter referred to as the "Grantors."

WHEREAS, this Conservation Easement is being given to the Holder to satisfy an alternative condition of approval imposed by the Town of Brunswick Planning Board in the approval of the Kings' application for the construction of a portion of a driveway within the setback from a high to moderate value wetland on an a parcel of land adjacent to the Protected Premises known as Miller Point [see minutes of Brunswick Planning Board dated March 9, 1999]. As voted by the Planning Board, this Conservation Easement is being granted in lieu of the Kings' and the Kellys' unilateral imposition of restrictive covenants on the Protected Premises that meet the other conditions of approval voted by the Planning Board.

WHEREAS, Grantors hold title to approximately Sixty and 7/10 (60.7) acres of real property situated on John's Point, so called, (between Simpson's Point and Miller Point, in Brunswick, Cumberland County, Maine, described in the legal description attached hereto and made a part hereof at EXHIBIT A, and as more particularly described on the attached survey entitled "Standard Boundary Survey of Miller Point and John's Point Road & Simpson Point Road Brunswick, Maine", for Robert C. King, Jr. and Nancy P. King, by Owen Haskell, Inc., dated January 6, 2000, to be recorded in the Cumberland County Registry of Deeds, attached hereto and made a part hereof at EXHIBIT B (the "Property" or the "Protected Premises"), reference is also made to "Amended Subdivision Plan of John's Point, Simpson Point Road, Brunswick, ME by Owen Haskell, Inc., dated March 4, 1999, to be recorded in the Cumberland County Registry of Deeds; and

Reference is also made to deed of John's Point Association to the Grantors, dated December 29, 2000, and to be recorded in the Cumberland County Registry of Deeds; and

WHEREAS, in connection with the Kings' plan to establish up to four (4) new dwellings (five (5) dwellings in total, including the Chase Homestead, so called, sometimes collectively referred to as the "permitted dwellings") on adjacent land on Miller Point acquired by deeds recorded in the Cumberland County Registry of Deeds at Book 14635, Page 301, and Book 14635, Page 303 (hereinafter referred to as the "Miller Point Land"), Kings' plan to deliver to the Holder a conservation easement on said Miller Point Land; and, the Kings' development of a common access driveway (hereinafter referred to as "driveway") across the Property from Simpson's Point Road to the Miller Point Land at Kings' expense, the Grantors wish to protect, in perpetuity, the natural, scenic, open space, recreational, wildlife and aesthetic values of the Property (the "Protected Premises"); the adjacent land owned by the Kings on John's Point and Miller Point; adjacent land owned by the Kellys on John's Point; the Town of Brunswick; and, the protection of the Protected Premises' conservation values; and,

WHEREAS, Holder is qualified and willing to accept the grant of this Conservation Easement Deed and Indenture pursuant to Internal Revenue Code, 26 U.S.C.A. §170(h)(3), and the Maine Uniform Conservation Easement Act, 33 M.R.S.A. §476 et seq.;

In consideration of the foregoing and the covenants herein contained, Grantors do hereby GRANT WITH WARRANTY COVENANTS to Holder, its successors and assigns, a conservation easement over the Protected Premises, subject to the reservation of rights unto Grantors for the benefit of the Protected Premises and the remainder of the Property, and grants to Third Party, its successors and assigns, right of enforcement of such conservation easement in the event of Holder's failure to enforce, all as follows:

1. PURPOSE. The purpose hereof is to preserve and protect in perpetuity the natural, scenic, open space, recreational, wildlife and aesthetic values of the Protected Premises, through the continuation of responsible conservation practices and recreational uses.
2. AFFIRMATIVE RIGHTS CONVEYED TO THE HOLDER. Grantors convey to Holder the following affirmative rights:

a) The right to identify, to preserve and to protect in perpetuity the natural, scenic, open space, recreational, wildlife and aesthetic values of the Protected Premises.

b) Upon advance written notice to the Grantors, the right to enter upon the Protected Premises not more often than once a quarter in any manner that will not unreasonably interfere with the permitted uses being made of the Protected Premises, for the sole purposes of inspection and to take any action as may be necessary, with or without order of Court, to remedy or abate any violation thereof; provided, however, in the event Holder has a reasonable belief that there has been, or there is ongoing, a violation of this easement, Holder may enter the Protected Premises at reasonable intervals to assess and see to the remediation of such violation.

c) The right to enforce the covenants herein set forth.

d) The right of the Protected Premises to be free of any taint, corruption or pollution of whatever character arising from any use of the Protected Premises in a manner not permitted hereunder.

3. STRUCTURES. No permanent, temporary or seasonal structures shall be permitted upon the Protected Premises, except that Grantors reserve unto themselves the following rights with respect to structures upon the Protected Premises:

a) The right to construct, maintain, repair and replace perimeter fencing as needed to protect and preserve wildlife, aesthetic and recreational resources and for the protection and/or preservation of the Protected Premises.

b) The right to construct, maintain, repair and replace boundary monuments and non-commercial directional, cautionary, informational or instructional signage.

c) The right to post the boundaries and perimeter of the Protected Premises with appropriate signage to prohibit trespass and trespass for the purposes of hunting, trapping and to prohibit motorized vehicles on the Protected Premises.

4. ACCESS DRIVEWAYS and UTILITIES. Except as specifically reserved by the Grantors in this Easement, there shall be no roads, ways or driveways constructed or created on the Protected Premises other than those constructed pursuant to the following rights reserved by the Grantors:

a) The right to construct, maintain, repair, remove, recover and replace an access driveway from Simpson's Point Road to the Miller Point property of Kings substantially within the easement corridor shown on Exhibit A. as "Proposed 40' Right of Way" for the exclusive purpose of providing ingress and egress to and from not more than four (4) dwellings on said Miller Point land of the Kings and Lots C and D, John's Point as shown on the plan presented to the Brunswick Planning Board on March 9, 1999, entitled "Right of Way Plan, King Property, Brunswick, Maine" by Mitchell & Associates, dated March 5, 1999.

b) The right to construct, maintain, repair, remove, recover and replace an access driveway from existing Tidal Run Lane on the unbuilt extension of Tidal Run Lane to Lots C and D, John's Point Subdivision, as shown on the Amended Subdivision Plan of John's Point, Simpson Point Road, Brunswick, Maine by Owen Haskell, Inc., dated March 4, 1999, to be recorded in the Cumberland County Registry of Deeds; which unbuilt extension of Tidal Run Lane may be constructed only if the Kings have not built an access driveway to Lots C and D, John's Point Subdivision from the Miller Point access driveway from Simpson's Point Road to the Miller Point property of the Kings.

c) The right to erect, install, repair, maintain and replace a gate at the entrance to the above described driveway on Simpson's Point Road.

d) The right to construct, maintain, repair, and replace above and below ground utility lines and other equipment including but not limited to, electric, telephone and cable television poles, wires, cables, conduits, pipes, transformers, relay stations and supporting mechanical devices and housings from Simpson's Point Road to the Miller Point property of Kings within the corridor shown on Exhibit A.

6. SURFACE ALTERATIONS. No filling, dumping, excavation or other alterations shall be made to the surface of the Protected Premises other than caused by the forces of nature, except that Grantors reserve unto themselves the following rights:

a) The right to excavate in connection with the construction, maintenance, repair and replacement of the permitted driveway, adjacent ditches and associated culverts and above ground utility lines and poles and underground, utility lines associated mechanical installations, provided that previous condition of the adjacent land be thereafter promptly substantially restored.

b) The right to maintain, recover, repair and replace paths that are currently providing pedestrian access for recreational and permitted purposes.

c) The right to construct, maintain, recover, repair and replace temporary unpaved ways, such as skidder trails, to provide vehicular access for permitted purposes, in a manner intended to minimize material and permanent adverse impact upon the Protected Premises.

d) With notice to the Holder, the right to excavate small, select portions of the Protected Premises for ecological or archeological purposes, provided that any such excavations shall be done according to generally accepted professional practices and standards, in a manner intended to minimize material and permanent adverse impact to the Protected Premises.

e) The right to maintain, repair, rehabilitate, recover and support the pond within the Protected Premises as necessary to preserve the same.

7. TREE CUTTING AND VEGETATION. The destruction or removal of standing trees, plants, shrubs or other vegetation upon the Protected Premises shall not be permitted, except that Grantors reserve unto themselves the following rights:

a) The right to mow and cut shrubs, saplings, grasses and other vegetation to keep the ditches, culverts and sightlines along the permitted access driveway clear.

b) The right to clear, manage and restore vegetation and forest cover and other vegetation by selective cutting and/or planting so as to promote and maintain the health and aesthetic qualities of the forest and the forest eco-system and the wildlife therein, to protect the Protected Premises and adjacent premises and to protect the public health and welfare together with the right to clear and restore forest cover and other vegetation that is damaged or destroyed by the forces of nature, such as ice storms, fire or disease, and when necessary to prevent the spread of disease and the elimination or reduction of potential forest fire fuel, all in accordance with a plan prepared by a licensed forester in a manner intended to minimize material and permanent adverse impact to the Protected Premises that is not consistent with this right, which plan is approved by Holder, the approval of which will not be unreasonably withheld. . Under no circumstances shall this paragraph be deemed to be the reservation of any right to manage and/or harvest the forest cover for commercial purposes, provided, however, the material cut and

harvested pursuant to this paragraph may be put into the stream of commerce, sold or used as compensation for the forester and/or operator so long as the harvest or cut was pursuant to the plan prepared by the forester and the primary purpose was the furtherance of the goals set forth in this paragraph.

c) The right to clear and restore forest cover and other vegetation in the event of an emergency, such as when necessary to prevent the spread of fire.

d) The right to gather, use or remove fallen dead wood and to harvest annually not more than three and one half (3½) cords of firewood per dwelling constructed by the Grantors on on Lots B, C and D, John's Point Subdivision and the permitted dwellings on Miller Point and the Chase Homestead property west of Miller Creek and to take and remove material for seasonal and other personal decorations for non-commercial use by the Grantors.

8. PROHIBITED ACTIVITIES. The Protected Premises shall not be used for the following purposes:

a) Clear-cutting of forest or the practice of intensive forestry and silvaculture.

b) Agricultural uses including but not limited to animal husbandry and the growing of crops.

c) Quarrying or mining activities, including but not limited to the stripping of loam or other soil strata.

d) Placement or use of trailers or campers, provided that such prohibition shall not prevent Grantors, their heirs or assigns, from erecting tents or building not more than one tree house for occasional and temporary non-commercial camping or recreational purposes.

e) Billboards, antennae or telecommunications apparatus that are visible from any adjacent lot or parcel of land or any public or private road or driveway.

9. RESERVED RIGHTS. Grantors reserve unto themselves, as owners of the Protected Premises, the right to use (or to regulate or prohibit use of) the Protected Premises for all purposes not inconsistent with rights of Holder under this grant, including but not limited to:

- a) The right to regulate, control or prohibit hunting or trapping of animals by any means, including the posting of the Protected Premises;
- b) The right to regulate, control and prohibit the taking of flora and fauna specimens from the Protected Premises;
- c) The right to regulate, control or prohibit the use of certain motorized vehicles on the Protected Premises; and,
- d) The right to regulate recreational uses such as camping, walking, hiking, bicycling, horseback riding, skiing; gardening and the use of the Protected Premises by pets and domesticated animals; provided, however, all signs prohibiting non-motorized access to the Protected Premises shall be approved by the Holder which approval will not be unreasonably withheld. The failure of the Holder to grant or deny approval of Grantor's request for approval of signage prohibiting non-motorized access within thirty (30) days of the Holder's receipt of Grantor's request shall be deemed to be approval of the request. If the Grantors erect such signs to prevent or control the imminent threat of damage or injury to the Protected Premises or themselves and/or their families and their guests and invitees, no such advance approval shall be necessary, however notice of the same shall be given to Holder as soon thereafter as reasonably possible.

10. CONSTRUCTION. If uncertainty should arise in the interpretation of this easement, judgment should be made in favor of (a) conserving the Protected Premises in its natural, scenic or open state and (b) preserving the use of the Protected Premises for recreational, wildlife and aesthetic purposes while permitting full use of the driveway and utility rights reserved to the Grantors. Nothing herein shall be construed to permit any activity otherwise prohibited by the valid laws and regulations of any federal, state or local government or government agency having competent jurisdiction over the Protected Premises.

11. PUBLIC ACCESS. This easement does not confer upon the public a right of access to the Protected Premises.

12. MONITORING. Holder, its successors and assigns, shall make reasonable efforts from time-to-time to assure compliance by Grantors with all of the covenants and restrictions herein. In exercising its access rights for inspection of the Protected Premises, Holder shall prepare, keep on file and make available to Grantor their monitoring reports for each inspection.

13. ENFORCEMENT. In the event Holder becomes aware of an event or circumstance of noncompliance with the terms and conditions herein set forth, Holder shall give notice to Grantors of such event or circumstance of noncompliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of noncompliance and sufficient to restore the Protected Premises to its condition prior to the breach. Failure by Grantors, their heirs or assigns, with reasonable speed to cause discontinuance, abatement or such other corrective action as may be demanded by Holder, shall entitle Holder, at its discretion, to enter the Protected Premises to take such action reasonably necessary to effect such correction without court order, to bring action at law or in equity in a court of competent jurisdiction to enforce the terms hereof, to obtain injunctive relief and to recover any damages arising from such noncompliance. If a court determines a breach thereof, Grantors, shall reimburse Holder for any reasonable costs of restoration, correction and enforcement, including without limitation court costs and reasonable attorney fees. Nothing contained herein shall be construed to preclude Grantors from exhausting their legal remedies to determine whether the event or circumstance to which Holder objected was in fact not in compliance with the terms hereof. Language herein to the contrary notwithstanding, the Grantors shall not be liable, accountable or subject to damages to the Holder or any other party with standing as a Holder for any failure to remediate, abate or stop any activity on, or use of, the Protected Premises by third parties unless the Holder and its successors and assigns establish by a preponderance of the evidence that the Grantors had knowledge of the event or activity and, having such knowledge, failed to make any reasonable effort to prevent further or recurrent events or activity.

14. ESTOPPEL CERTIFICATES. Holder shall, within thirty (30) days after written request of Grantors, their heirs, successors and assigns, to execute, acknowledge and deliver a written certificate in a form suitable for recordation stating that the Grantors are in compliance with the terms hereof, or stating what violations hereof may then exist.

15. COST AND TAXES. Grantors agree to bear all cost and responsibility of operation, upkeep and maintenance of the Protected Premises and do hereby relieve, indemnify and hold harmless Holder therefrom. In addition, Grantors agree to pay any and all real property taxes and assessments levied by competent authority on the Protected Premises. However, nothing contained herein shall preclude Grantors from delegating the responsibility for payment of all costs as aforesaid and the responsibility for operation, upkeep and maintenance of the



Protected Premises to any other party with an interest in the Protected Premises or in the remainder of the Property benefiting from the reservation of rights hereunder.

16. GRANT IN PERPETUITY. The conservation easement herein granted shall be a burden upon and shall run with the Protected Premises in perpetuity and shall bind Grantors and their heirs and assigns forever. A copy of the restrictions contained herein or incorporation by reference hereof shall be included in any subsequent deed or legal instrument by which Grantors convey any interest (including a leasehold) in the Protected Premises.

17. SUBSEQUENT TRANSFEREES. By acceptance hereof, Holder covenants and agrees, as real covenants running with the land in perpetuity, and not as conditions hereof or as restraints on alienability: (a) that it will hold the conservation easement hereunder in perpetuity for conservation purposes; (b) that it will not transfer rights and obligations hereunder, except to an entity which, as a condition precedent to such transfer, gives Holder and the Grantors assurances that it is committed to the conservation purposes hereof and is able to and agrees to enforce the rights granted herein; and (c) that any such transferee shall be a "Qualified Organization" under Section 170(h)(3) of the Internal Revenue Code and a qualified "holder" under the Maine Uniform Conservation Easement Act, 33 M.R.S.A. §476 et seq., as amended. The rights and obligations of Holder hereunder may not be transferred in any event except with the prior consent of Grantors, which consent shall not be unreasonably withheld.

18. NOTICE. All notices and other communications authorized or required hereunder shall be in writing and shall be effective only if sent by certified United States mail, return receipt requested. Notice shall be effective when received.

a) All notices to the Grantors and their respective heirs, assigns and agent shall be sent to them at the following addresses or such different address as the Grantors, their heirs and assigns, or their agent shall provide to the Holder using the procedures for giving notice to the Holder:

- i) ROBERT C. KING, JR. and NANCY P. KING  
14 Knollwood Road  
Short Hills, New Jersey 07078

and

JOHN F. LOYD, JR., ESQ.  
13 Pleasant Street  
P. O. Box 40  
Brunswick, Maine 04011-0040

ii) GREGORY A. KELLY, M.D. and LYNDAL. KELLY  
33 Tidal Run Lane  
Brunswick, Maine 04011

iii) The heirs and assigns of ROBERT C. KING, JR. and NANCY P. KING at their address(es) of record as served on the Holder by a notice mailed as hereinabove set forth.

iv) The heirs and assigns of GREGORY A. KELLY, M.D. and LYNDAL. KELLY at their address(es) of record as served on the Holder by a notice mailed as hereinabove set forth.

b) The foregoing to the contrary notwithstanding:

i) Notice to either of the Kings at the address for notice to the Kings shall be deemed to be notice to both Kings;

ii) Notice to either of the Kellys at the address for notice to the Kellys shall be deemed to be notice to both Kellys;

c) Notice to Holder shall be sent to the Town Manager or other chief executive officer, at the Town, office at the following address or such different address as the Holder and its successors and assigns shall provide to the Grantors, using the procedures for giving notice to the Grantors:

TOWN OF BRUNSWICK  
Municipal Office Building  
28 Federal Street  
Brunswick, Maine 04011

#### 19. CONSENT OR APPROVAL OF HOLDER.

a) To the extent the word "Holder" as used herein shall mean and refer to the Holder as a municipality, and in all events where the consent or approval of the Holder is required and no municipal permit is also required, the approval or

consent of the Holder shall be sought by an application to the chief executive officer of the municipality or its successor (e.g., Town Manager). Except as may otherwise be specified herein, when the approval or consent of the Holder is required for an action or activity that does not otherwise require a municipal permit, the Holder shall have sixty (60) days from the date a request for approval or consent is made by the Grantors to consider the request, and Holder's failure to deny such request within said sixty (60) day period and any permitted extension period shall be deemed to evidence Holder's consent to the request. If Holder denies any such request, to be effective as a denial, the denial shall be in writing and shall contain the reasons for denial and findings of fact upon which the denial is based. To be effective, the denial of a request for approval or consent shall be signed by the Town Manager or other chief executive officer of the Holder.

b) Permits. To the extent the word "Holder" as used herein shall mean and refer to the Holder as a municipality, and to the extent an activity or use requires a permit from the Codes Enforcement Office, the Planning Board or other municipal office for any permitted use, the seeking of the permit shall not be interpreted to expand the rights of the Holder.

Conversely, to the extent Grantors are issued a permit from the Codes Enforcement Office, the Planning Board or other municipal office for an activity or use which is not permitted under this Easement, the issuance shall not be interpreted to expand the rights of the Grantors under this Easement, and shall not be interpreted to prevent the Holder from pursuing available remedies for the wrongful issuance.

## 20. MISCELLANEOUS.

a) The term "Grantors", wherever used herein, and any pronouns used in place thereof, shall mean and include, unless repugnant to the context, the above-named Grantors and their heirs and assigns and all persons hereafter claiming by, under or through said Grantors whether or not such persons executed this Conservation Easement Deed and Indenture or had an interest in the Protected Premises or the remainder of the Property as of the execution hereof; notwithstanding the foregoing, such a person shall have no obligation by virtue hereof, if and when such person shall cease to have any present, partial, contingent, collateral or future interest in the Protected Premises or any portion thereof by reason of a bona fide transfer for value (or upon transfer by demise or dissolution), provided such entity shall have received an estoppel certificate from Holder as of the date of such transfer indicating compliance with the terms hereof.

b) The word "Holder" shall mean and refer to the Town of Brunswick or its designee, such as the Conservation Commission, and the assigns of the Town of Brunswick.

c) In the event that the Protected Premises or portions thereof are owned by multiple parties and their assigns or they are multiple tenants in common or they otherwise own the Protected premises or any portion thereof in fractional interests, the exercise of a permitted or reserved right or use under this Easement shall require the consent of those persons collectively owning at least a majority interest in the Protected Premises based upon the record ownership in the Cumberland County Registry of Deeds.

d) The fact that any of the uses prohibited herein, or other uses not mentioned, may become greatly more economically valuable than the permitted uses, or that neighboring properties may in the future be put entirely to such non-permitted uses, has been considered by Grantors in granting this perpetual easement. It is Grantors' belief that any such changes will increase the benefit to the public of the continuation of this Conservation Easement Deed and Indenture and it is the intent of Grantors and Holder that any such changes should not be deemed to be changed conditions permitting termination hereof.

e) If any provisions hereof or the application thereof to any person, partnership or corporation or circumstance is found to be invalid, the remainder of the provisions hereof and the application of such provisions to persons, partnerships or corporations or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

f) Unless Grantors, have conveyed the authority to make agreements with the Holder or to grant approval to the Holder, to a person, persons or an entity representing the Grantors and the assigns of their respective interests in the Property, their lots on John's Point and the Miller Point Land,

i) Should it be necessary at any time in the future in connection with any action of the Holder, to obtain the agreement or approval of multiple assigns of the Kings, in connection with any matter relating to this Conservation Easement Deed and Indenture, the agreement or approval of the assigns of the Kings (who are of full age and competent) holding title to a majority of the interests in the Protected Premises, the Miller Point Land including lots created therefrom and Lots C and D on John's

Point shall be deemed to be the agreement or approval of all of the assigns of the Kings.

- ii) Should it be necessary at any time in the future in connection with any action of the Holder, to obtain the agreement or approval of multiple assigns of the Kellys, in connection with any matter relating to this Conservation Easement Deed and Indenture, the agreement or approval of the assigns of the Kellys (who are of full age and competent) holding title to a majority of the interests in the Protected Premises and Lot B on John's Point shall be deemed to be the agreement or approval of all of the assigns of the Kellys.

g) Grantors and Holder agree that this Conservation Easement Deed and Indenture gives rise to a property right which vests immediately in Holder and which, for the purposes of this paragraph, has a fair market value equal to the amount by which the fair market value of the unrestricted Protected Premises, on the date of the execution hereof, is reduced by the restrictions imposed hereby. Should this Conservation Easement Deed and Indenture be extinguished by judicial decree or the powers of eminent domain and Grantor thereafter sells, exchanges or receives payment for any part or whole of the then unrestricted Protected Premises, Holder shall be entitled to a portion of the proceeds of such a sale, exchange, or involuntary conversion, at least equal to the proportion that the value hereof, as calculated above, bore to the value of the unrestricted Protected Premises on the date of the execution hereof. Such proceeds shall be used by Holder for its conservation purposes.

TO HAVE AND TO HOLD the said conservation easement as aforesaid unto the said Holder, and its successors and assigns forever, subject to such reservation of rights unto Grantors, their heirs and assigns.

AND GRANTORS DO COVENANT with Holder, and its successors and assigns, that they are lawfully seized in fee of the premises, and that the premises are free of all encumbrances; that they have good right to convey the same to the said Holder to hold as aforesaid; and that they and their heirs and assigns shall and

will WARRANT AND DEFEND the same to the said Holder, its successors and assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

  
\_\_\_\_\_  
ROBERT C. KING, JR. - Grantor

  
\_\_\_\_\_  
NANCY P. KING - Grantor

  
\_\_\_\_\_  
GREGORY A. KELLY - Grantor

  
\_\_\_\_\_  
LYNDA L. KELLY - Grantor

HOLDER'S ACCEPTANCE.

The above and foregoing Conservation Easement Deed and Indenture was authorized to be accepted by the Town of Brunswick, Holder as aforesaid, and the said Holder does hereby accept the foregoing, by and through its

Town Manager, thereunto duly authorized, this 21<sup>st</sup> day of March, 2000.

THE TOWN OF BRUNSWICK

By: 

Print Name: DONALD H. GERRISH

Title: Town Manager

STATE OF MAINE  
County of Cumberland, ss.

March 3, 2000

Personally appeared, before me, the above-named Gregory A. Kelly  
and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Ann Hartzler  
Notary Public

ANN HARTZLER  
Print name NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES: 2/11/2007

Date commission expires

STATE OF MAINE  
County of Cumberland, ss

March 10, 2000

Personally appeared, before me, the above-named Robert C. King, Jr.  
and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Ann Hartzler  
Notary Public

ANN HARTZLER  
Print name NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES: 2/11/2007

Date commission expires

STATE OF MAINE  
County of Cumberland, ss

3/21, 2000

Personally appeared, before me, the above-named Donald H. Gerrish,  
as Town Manager of the TOWN OF BRUNSWICK, and acknowledged the  
foregoing instrument to be his ~~or her~~ free act and deed and the free act and deed of  
the TOWN OF BRUNSWICK.

Before me,

Elin M. Gould

Notary Public

Elin M. Gould

Notary Public

Print name

My Commission Expires July 25, 2005

Date commission expires



EXHIBIT A

DEED DESCRIPTION  
FOR  
JOHN'S POINT ASSOCIATION

98314 BK Simpson Point Road, Brunswick, Maine

A certain parcel of land situated on the westerly side of Simpson Point Road in the Town of Brunswick, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the assumed westerly sideline of Simpson Point Road at the northeast corner of the land now or formerly of David G. and Constance C. Armstrong (see Book 6400 Page 72);

Thence, the following courses by the land of Armstrong:

N 87° 41' 03" W a distance of 57.54 feet;  
S 58° 56' 57" W a distance of 175.91 feet;  
S 46° 11' 57" W a distance of 165.03 feet;  
S 57° 43' 57" W a distance of 91.57 feet;  
S 18° 18' 57" W a distance of 156.04 feet;  
S 04° 58' 57" W a distance of 50.00 feet to the land now or formerly of David L. and Mary G. Pitt (Book 4837 Page 89);

Thence, N 85° 01' 03" W by the land of Pitt 104.66 feet to a 1" iron pipe found and the land now or formerly of Gregory A. and Lynda L. Kelly (Book 7197 Page 338);

Thence, N 89° 05' 03" W by the land of Kelly 253.58 feet to the land now or formerly of Robert C., Jr. and Nancy P. King (Book 15,254 Page 304);

Thence, N 88° 35' 03" W by the land of King 252.23 feet to a 1" iron pipe found and the land now or formerly of Nancy P. King (Book 14,657 Page 47);

Thence, N 85° 09' 33" W by the land of King 246.88 feet to the land now or formerly of Robert C. King (Book 14,635 Page 301);

Thence, the following courses by the land of King:

N 00° 44' 13" E a distance of 327.09 feet;  
N 03° 16' 28" E a distance of 742.29 feet;  
N 03° 00' 17" E a distance of 243.06 feet;  
N 07° 59' 43" W a distance of 148.50 feet;  
S 70° 59' 43" E a distance of 44.00 feet;  
N 21° 24' 31" E a distance of 335.13 feet to the land now or formerly of Glen Dale and Louise Labbe Patterson (Book 6188 Page 240) as shown on "Property Survey and Division of Louis Labbe Farm Mere Point Road Brunswick, Maine November 1982 for Ann Wilson by Brian B. Smith" recorded in Plan Book 138 Page 24;

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Thence, the following courses by the land of Patterson:

N 09° 55' 40" E a distance of 75.36 feet;  
N 21° 12' 00" E a distance of 150.94 feet;  
N 29° 37' 55" E a distance of 144.41 feet;  
N 29° 06' 10" E a distance of 94.86 feet;  
N 24° 38' 10" E a distance of 212.80 feet to the land now or formerly of Charles and Claire Wallace;

Thence, the following courses by the land of Wallace:

N 28° 13' 50" E a distance of 145.96 feet;  
N 37° 57' 10" E a distance of 107.30 feet;  
N 39° 41' 50" E a distance of 41.48 feet;

Thence, N 79° 25' 00" E, by the land of Wallace and by the land now or formerly of Thomas A. Riley (Book 1611 Page 341) 385.15 feet to the land now or formerly of Bruce Barrett (Book 7987 Page 249);

Thence, S 44° 54' 00" E by the land of Barrett 441.83 feet to the assumed westerly sideline of Simpson Point Road;

Thence, the following courses by the assumed westerly sideline of Simpson Point Road:

S 31° 52' 05" W a distance of 411.12 feet;  
S 07° 30' 53" W a distance of 298.12 feet;  
S 11° 09' 55" E a distance of 515.63 feet;  
S 08° 50' 08" E a distance of 250.06 feet;  
S 09° 50' 04" E a distance of 273.92 feet;  
N 80° 48' 31" E a distance of 8.25 feet;  
S 09° 11' 29" E a distance of 303.67 feet to the point of beginning.

Said parcel contains 60.8 acres more or less and is shown on "Standard Boundary Survey of Miller Point and John's Point Mere Point Road & Simpson Point Road Brunswick, Maine made for Robert C. King, Jr. & Nancy P. King Jan. 6, 2000" revised 2-07-00 by Owen Haskell, Inc. All bearings are based on grid north.

The above deed description was prepared by John C. Schwanda, PLS, of Owen Haskell, Inc.

