

CONSERVATION EASEMENT

THIS INDENTURE by and between Marie G. Plourde, a/k/a Georgette M. Plourde, of Brunswick, Cumberland County, and State of Maine, Grantor; and the Town of Brunswick, a municipal corporation organized and existing under the laws of the State of Maine and situated in said Brunswick, Grantee;

WITNESSETH:

WHEREAS, by Act of the State of Maine Legislature, 33 M.R.S.A. Sections 667 and 668, conservation restrictions in the form of conservation easements were recognized and defined; and

WHEREAS, an Act of the State of Maine Legislature, 30 M.R.S.A. Sections 3801 and 3851, provides for the establishment of Conservation Commissions and authorizes such Commissions to receive gifts, and to acquire land and conservation easements in the name of the municipality; and

WHEREAS, the Grantee established the Brunswick Conservation Commission by a vote of its Town Council on April 6, 1970; and

WHEREAS, the Grantee has determined that for the preservation of the open space and scenic values of the Town of Brunswick, it is in the public interest to acquire a Conservation Easement over the land hereinafter described; and

WHEREAS, the Grantor and the Grantee recognize and acknowledge a common purpose to conserve, protect, and prevent the use or development of the land hereinafter described in any manner which would conflict with the maintenance of the land in its predominantly natural, open and scenic condition; and

WHEREAS, the Grantee at a Town Council meeting held on January 7, 1980, by vote of its Town Council, was authorized to accept a conservation easement as set forth herein for the purpose of establishing an open area over certain real property, called the Property, of which the Grantor is the owner in fee, consisting of a parcel of land located in the Town of Brunswick,

in Cumberland County, and State of Maine, described in a deed from Eugene P. Plourde & Georgette M. Plourde to Georgette M. Plourde dated 8-15-1973 and recorded in Book 3445 , Page 341 of the Cumberland County Registry of Deeds. The portion of that parcel of land which is subject to this Easement is bounded and described as follows:

Starting at a point marking the intersection of the Southerly high water line and the Southeasterly boundary line of Lot No. 4 as shown on the Final Subdivision Plan situated on River Road, Brunswick, Maine, for Georgette M. Plourde, dated January 3, 1979, prepared by Howard F. Babbidge, R.L.S. #5, and recorded in Cumberland County Registry of Deeds Plan Book 122 , Page 75 ; thence S 68° 14' 20" W, along the Southeasterly boundary of Lot No. 4 to a point marking the intersection of the flood plain boundary elevation line as shown on the Plan; thence in a general Northeasterly direction following the flood plain boundary elevation line to a point marking its intersection with the Northwesterly boundary line of Lot No. 3; thence N 48° 17' 30" E, 100 feet, more or less, to the Southerly high water line of the Androscoggin River; thence in a general Southeasterly direction 900 feet, more or less, along the high water line of the river to the point of beginning.

NOW, THEREFORE, the Grantor, for and in consideration of the facts above recited and of the covenants herein contained and as an absolute and unconditional gift, does hereby freely give, grant, and convey unto the Grantee, its successors and assigns forever, a Conservation Easement or Restriction in perpetuity over the Property, consisting of the following:

- (1) the right of public view of the Property from off the Property in its scenic, natural, open and wooded condition;
- (2) the right of the Grantee, in a reasonable manner and at reasonable times, to enter and inspect the Property; (3) the right of the Grantee to enforce by injunction or proceedings at law or in equity, the covenants hereinafter set forth; and in furtherance of the foregoing affirmative rights, the Grantor makes the following covenants on behalf of himself, his heirs and assigns, which shall run with and bind the Property in perpetuity:

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80 FEDERAL STREET
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1. The Property shall be used for single-family residential or conservation purposes only. No commercial, industrial, or mining activities shall be permitted on the Property, with the exception of farming, timber harvest, fishing, aquaculture, and the rental of the structures permitted hereunder. No apartment buildings, multi-family units, motels or hotels shall be constructed on the Property.

2. At present there are 0 structures on the Property, namely:

- a. None
- b.
- c.

No additional structures of any kind, temporary or permanent, shall be located on the Property, provided however, there is retained in the Grantor, his heirs and assigns, the following rights:

- a. The right to build 0 single-family residential structures and 0 non-residential structures accessory to each of the residences allowed hereunder. No buildings or structures shall be located within the area between low and high water marks of the Property or between high water mark and a line parallel to and set back 70-250 feet from said high water mark.
- b. The right to replace, rebuild or alter any or all of the existing structures or additional structures allowed hereunder.
- c. The right to perform ordinary maintenance on the structures allowed hereunder.
- d. The right to fence the entire Property, or any part thereof, in order to protect its ecological value, to protect personal gardens, or to prevent unauthorized use of the Property.

3. No alteration shall be made to the surface of the Property other than that caused by the forces of nature, unless

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such alteration is approved in advance and in writing by the Grantee or its authorized representative, provided however that there is retained in the Grantor, his heirs and assigns, the following rights:

- a. The right to cultivate land for farming or personal gardens.
- b. The right to excavate in connection with the maintenance, improvement, replacement, rebuilding, alteration, or construction either of the structures authorized hereunder or of the water, sewerage, and other services related to the residential use of the Property.
- c. The right to maintain, construct, or rebuild roadways to provide access to the structures permitted hereunder.
- d. The right to construct and maintain foot trails.

4. Without limiting the generality of the foregoing, billboards, trailers, mobile homes, or utilization of the Property as an aircraft landing site, are specifically prohibited on the Property, provided however, there is retained in the Grantor, his heirs and assigns, the following rights:

- a. The right to temporarily post the Property to control unauthorized use.
- b. The right to erect temporary signs to advertise the Property for sale or for rent.

5. The cutting of standing timber on the Property shall not be permitted, provided however, there is retained in the Grantor, his heirs and assigns, the following rights:

- a. The right to clear and restore forest cover that is damaged or disturbed by the forces of nature.
- b. The right to gather, use, or remove dead wood.
- c. The right to prune or selectively cut trees to provide firewood for personal use or to maintain a healthy stand of trees.

d. The right to clear forest cover for the purpose of constructing, maintaining and repairing the structures permitted hereunder and of constructing the roads and foot trails permitted hereunder.

6. Any modification, alteration, construction or reconstruction of any waste disposal system shall be done in conformance with the requirements of the Department of Health and Welfare and the Department of Environmental Protection or successor agencies and in a manner that will prevent any discharge of untreated waste into salt or fresh waters located on or about the Property.

TO HAVE AND TO HOLD the said Conservation Easement or Restriction unto the said Grantee and its assigns forever.

It is the intention of the parties hereto that the grant of easements and covenants herein shall be construed as conservation restrictions as said term is defined in 33 M.R.S.A Section 667, and that all of the provisions of Section 668 of said Title shall be binding upon the Grantor, his heirs and assigns, and upon the Property, and shall inure to the benefit of the Grantee its successors and assigns. Should it be necessary or convenient at any time in the future in connection with any action of the Grantee to obtain the agreement or approval of the Grantor, his heirs or assigns, in connection with any matter relating to this Conservation Easement, the agreement or approval of the owner or owners of a majority interest in the Property, at any time, shall be deemed to be the agreement or approval of all the owners of the Property.

In consideration for the rights herein granted, the Grantee, by its acceptance hereof, hereby agrees to undertake the protection of the Property in accordance with the conditions set forth above.

IN WITNESS WHEREOF, I, Marie G. Plourde, being single,

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have hereunto set my hand and seal.

Dated: February 2, 1979

Margette M. Plourde

STATE OF MAINE

CUMBERLAND, SS.

Personally appeared the above-named Marie G. Plourde and acknowledged the above instrument to be her free act and deed.

Before me,

Dated: February 2, 1979

Sheriff of York
Notary Public

On behalf of the Town of Brunswick, the Town Council hereby accepts this Conservation Easement.

Dated: January 7, 1980

Witness:

John P. Parker

Harold J. C. C.

Robert B. Janak

David L. Murphy

R. D. Pringle

R. D. Pringle

James A. Bookley

Donald W. Domrowski

David L. Murphy

James A. Bookley

JAN 22 1980

Municipal Officers of the Town of Brunswick

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 8 H 30 A.M. and recorded in

BOOK 4557

PAGE 7

Edward J. Brewster Register

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