

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 4th day of May, 1994, by J. DONALD BURGESS and APRIL BURGESS, of the Town of Brunswick, Cumberland County, Maine (hereinafter referred to as the "Grantor"), in favor of the Town of Brunswick, Maine (hereinafter referred to as the "Holder").

WITNESSETH

WHEREAS this Indenture is created pursuant to Title 33, Maine Revised Statutes, Sections 476 through 479-B, inclusive, as amended; and

WHEREAS the Grantor holds title to certain real property situated in Brunswick, Maine (hereinafter referred to as the "Property") being a portion of the parcel described in a deed to the Grantor, recorded in the Cumberland County Registry of Deeds at Book 6372, Page 780 and further described in Exhibit A attached hereto, and including the Field Area, the Wetland Area, and the Walking Paths connecting these areas; and

WHEREAS, the property remains in a substantially undisturbed natural state and has significant aesthetic and ecological value; and

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

WHEREAS, the Grantor and the Holder, recognizing the value of the Property as described above, have the common purpose of conserving the natural values of the Property by the conveyance of a conservation Easement over the property, which easement shall benefit, protect and conserve the natural values of the Property, conserve and protect the indigenous animal and plant populations, and prevent the use or development of the Property for any purpose or in any manner that would conflict with its natural, open, scenic condition; and

NOW, THEREFORE, in consideration of the foregoing and the covenants, terms, conditions and restrictions herein contained, the Grantor hereby GRANTS to the Holder, its successors and assigns, as an absolute and unconditional gift, forever and in perpetuity, with Warranty Covenants, a Conservation Easement over the Property as set forth herein (the "Conservation Easement").

1. PURPOSE: It is the purpose of this easement to assure that the Property will be retained forever in its natural undeveloped condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantors intend that this easement will confine the use of the Property to such activities as are consistent with the purpose of this easement.

2. RIGHTS OF HOLDER: To accomplish the purpose of this Easement the following rights are conveyed to Holder by this easement:

- a. the right to preserve and protect the conservation values of the Property;
- b. the right to enter and inspect the Property over other lands of the Grantor at any reasonable time and in any reasonable manner provided that the time and manner of such entry does not unreasonably interfere with the uses of the Property permitted hereunder or the quiet enjoyment of other lands of Grantor. The Holder has the right to enforce the covenants at law or in equity, including the right to require restoration of the property to its condition prior to any breach thereof. If a Court determines that the Grantors, their heirs, successors or assigns, have failed to comply with the covenants, the Grantor, their heirs, successors and assigns, shall reimburse the holder for any reasonable damages and costs and attorneys fees, in addition to any other payments ordered by such Court.
- c. the right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. USE OF THE PROPERTY: The Property shall be used for limited agricultural or conservation purposes only. No commercial, industrial, quarrying, mining or forestry activities shall be permitted on the Property, with the exception of the traditional use of the fields for haying. Grazing shall be permitted on the property but is limited to two horses per lot. Each plan for grazing in the conservation area shall be subject to prior review and approval by the Conservation Commission.

- a. At the present time there are no structures on the Property. No additional structures or facilities of any kind, temporary or permanent, shall be constructed on the Property, except walking paths designed in keeping with the natural scenic quality of the Property and constructed with the prior written approval of the Brunswick Conservation Commission. The fields may be fenced in order to protect their ecological value, or to prevent unauthorized use of the Property, with the prior written approval of the Brunswick Conservation Commission. Subsurface septic systems are specifically prohibited on the Property.
- b. No motor vehicles of any kind, including recreational vehicles, all-terrain vehicles, motorcycles, dirt bikes and snowmobiles shall be permitted on the Property, except in emergency and when necessary to accomplish the rights reserved by Grantor and Holder, their successors and assigns.
- c. No filling, paving, dumping, excavation or other alteration shall be made to the surface of the Property other than that caused by the forces of nature without the prior written approval of the Brunswick Conservation Commission, provided, however, that there is retained in the Grantors, their heirs and assigns, the right to cultivate the field for its traditional haying use.

d. Any activity on or use of the Property inconsistent with the purposes of this Easement is prohibited.

4. RESERVED RIGHTS: Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

a. the right of the Grantors, their guests, employees and invitees, to use the Property for recreational purposes which may include hiking, picnicking, bird watching, camping, tenting and any other use that is not expressly prohibited above, or destructive to the natural values to be conserved herein.

b. The right to temporarily post the Property to control unauthorized use.

5. CUTTING OF TIMBER AND VEGETATION: The destruction or removal of standing timber, plants, shrubs or other vegetation shall not be permitted, except however, there are retained in the Grantor the following rights:

a. The right to continue the traditional haying of the field area.

b. the right to clear and restore forest cover and other vegetation that is damaged or destroyed by the forces of nature, such as fire or disease, when necessary to prevent the spread of disease, all with the prior written approval of the Brunswick Conservation Commission.

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

d. the right to gather, use or remove fallen dead wood and the right to harvest timber by uneven-aged selection methods designed to maintain a healthy stand of trees and retain the natural character, bio-diversity and habitat value of the area. All timber harvesting must be done in accordance with a harvesting plan prepared by a licensed forester and approved in advance by the Brunswick Conservation Commission.

6. CONSTRUCTION: If uncertainty should arise in the interpretation of these restrictions, judgment should be made in favor of conserving the Property in its natural open and scenic condition.

7. COSTS AND INDEMNIFICATION: The Grantor agrees to bear all costs and responsibility of ownership, control, operation, upkeep, and maintenance of the Property, and to pay any and all real property taxes and assessments levied by competent authority on the

Property, and does hereby agree to defend, indemnify and hold harmless Holder therefrom, and from any claim or costs for personal or bodily injury, property damage or environmental damage incurred on the Property, unless proximately caused by Holder, its officers, directors, agents or employees in the course of or arising out of Holder's discharge of its obligations hereunder.

8. BASELINE DATA, BOUNDARY MARKERS: The Grantor has provided the Holder with sufficient information to determine the condition of the Property as of the effective date hereof and has certified that such information is an accurate representation of the same. The property boundaries have been or will be marked with boundary markers and sitelines which shall be maintained as necessary by the Grantor.

9. SUCCESSORS: The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

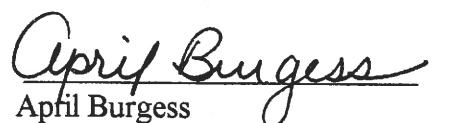
10. TERMINATION OF RIGHTS AND OBLIGATIONS: The Grantor's affirmative obligations under this easement terminate upon transfer of the Grantor's property, provided the property is in compliance with this easement at the time of transfer, and provided further that the new Grantor expressly agrees to assume the obligations of the Grantor under this easement. The Holder shall have the right to transfer its rights and obligations under this easement to a "Holder" as defined by Title 33, Sec. 476(2), as that section may be amended. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer. The Brunswick Conservation Commission shall be notified of any transfer of title to the Property within thirty days of the transfer.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Holder and its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantors, J. Donald Burgess and April Burgess have hereunto set their hands and seals this day of May, 1994.



J. Donald Burgess



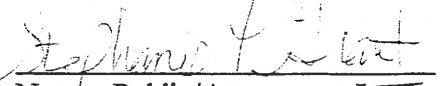
April Burgess

STATE OF MAINE
COUNTY OF CUMBERLAND

May 4, 1994

Personally appeared the above named J. Donald Burgess and April A. Burgess who acknowledged the foregoing to be their free act and deed.

BEFORE ME,

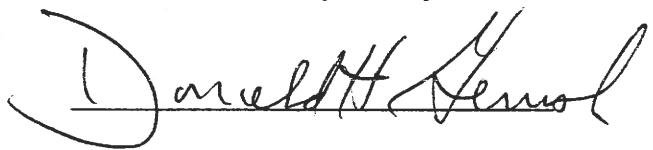


Notary Public/Attorney at Law
Stephanie L. Grant, Notary Public
State of Maine

My Commission Expires 3/5/99

HOLDER'S ACCEPTANCE

The above foregoing Conservation Easement was authorized to be accepted by the Town of Brunswick, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Donald H. Gerrish, its Town Manager, hereunto duly authorized, this 9th day of May, 1994.



STATE OF MAINE
COUNTY OF CUMBERLAND

May 9, 1994

Personally appeared the above named Brunswick Town Officers, who acknowledged the foregoing to be their free act and deed in their said capacity, and the free act and deed of the Town of Brunswick,

BEFORE ME,



Notary Public/Attorney at Law

MELISSA L. SMITH
NOTARY PUBLIC, MAINE
COMMISSION EXPIRES AUGUST 25, 1996

Description Prepared By:
Brian Smith Surveying Inc.

Job # 91-038
February 9, 1994

All those certain parcels of land situated on the east side of Granite Farm Road in the Town of Brunswick, County of Cumberland, and State of Maine bounded and described as follows:

Parcel One-Old Field

BEGINNING at a 3/4 inch pipe with cap marked RLS 257 found on the assumed southeast sideline of Church Road, so called, at the southwest corner of land now or formerly of Adele M. Ridley;

THENCE S 67° 49'26" E along land now or formerly of said Ridley, a distance of .549.77 feet to a 1 3/4 inch pipe found;

THENCE S 82° 43'14" E along land now or formerly of said Ridley, a distance of 49.35 feet to a 3/4 inch pipe with cap marked RLS 257 found;

THENCE S 82° 55'37" E along land now or formerly of said Ridley, a distance of 520.75 feet to a 3/4 inch pipe found;

THENCE S 84° 10'39" E along land now or formerly of said Ridley, a distance of 207.75 feet to a 3/4 inch pipe found;

THENCE S 84° 01'35" E along land now or formerly of Fred V. Strong, M.D., Pension Trust, a distance of 921.35 feet to a point;

THENCE S 28° 41'30" W through other land of the Grantors herein, a distance of 380.00 feet to a point;

THENCE N 84° 01'35" W through other land of the Grantors herein, a distance of 200.00 feet to a point;

THENCE N 54° 11'21" W through other land of the Grantors herein, a distance of 403.02 feet to a point;

THENCE N 78° 56'49" W through other land of the Grantors herein, a distance of 225.89 feet to a point;

THENCE N 84° 10'39" W through other land of the Grantors herein, a distance of 290.00 feet to a point;

THENCE S 58° 15'35" W through other land of the Grantors herein, a distance of 258.10 feet to a 5/8 inch rebar with cap marked 1175 on the north side of a 50 foot private Right of Way;

THENCE S 84° 18'45" W along the north sideline of said private Right of Way, a distance of 425.79 feet to a 5/8 inch rebar with cap marked 1175;

THENCE continuing on said Right of Way on a curve to the right, having a radius of 225.00 feet and a delta of $33^{\circ}20'14''$, an arc distance of 130.92 feet to a 5/8 inch rebar with cap marked 1175;

THENCE N $62^{\circ}21'01''$ W along the north sideline of said Right of Way, a distance of 224.45 feet to a point on the east side of the Granite Farm Road traveled way;

THENCE N $5^{\circ}20'50''$ W a distance of 34.68 feet to the base of a 1 1/2 inch pipe;

THENCE continuing N $5^{\circ}20'50''$ W a distance of 391.18 feet to a point on the southeast sideline of Church Road, so called;

THENCE N $50^{\circ}14'58''$ E along the southeast sideline of Church Road, a distance of 37.63 feet to the point of beginning of the parcel herein described.

The area of the above described Parcel One is 13.96 acres, be it the same more or less.

Parcel Two-Old Field

BEGINNING at a point on the north line of land now or formerly of Mary B. Dick at a point that is 725.00 feet easterly along said line from the southeast corner of land now or formerly of Leonard F. Westra and Beth M. Thompson;

THENCE N $30^{\circ}11'52''$ E through other land of the Grantors herein, a distance of 958.28 feet to a 5/8 inch rebar with cap marked 1175;

THENCE N $23^{\circ}43'36''$ E through other land of the Grantors herein, a distance of 720.56 feet to a 5/8 inch rebar with cap marked 1175 on the south sideline of a 50 foot private Right of Way;

THENCE running in a westerly direction on a curve to the left, having a radius of 125.00 feet and a delta of $29^{\circ}24'51''$, an arc distance of 64.17 feet to a 5/8 inch rebar with cap marked 1175;

THENCE S $84^{\circ}18'45''$ W along the south sideline of said Right of Way, a distance of 425.79 feet to a 5/8 inch rebar with cap marked 1175;

THENCE on a curve to the right, having a radius of 275.00 feet and a delta of $32^{\circ}20'14''$, an arc distance of 160.01 feet to a 5/8 inch rebar with cap marked 1175;

THENCE N $62^{\circ}21'01''$ W along the south sideline of said private Right of Way, a distance of 214.97 feet to a point on the east sideline of Granite Farm Road;

THENCE running southerly along Granite Farm Road and on a curve to the right, having a radius of 200.00 feet and a delta of $37^{\circ}41'38''$ an arc distance of 131.58 feet to a point;

THENCE S 37°16'24" W along the east sideline of Granite Farm Road, a distance of 389.63 feet to a point at land of Wallace;

THENCE S 62°10'46" E along land of said Wallace, a distance of 282.50 feet to a point;

THENCE S 16°37'37" W along land of said Wallace, a distance of 249.93 feet to a point;

THENCE S 44°21'35" W along land of said Wallace, a distance of 327.18 feet to a point at land of Stevens;

THENCE S 41°09'58" W along land of said Stevens, a distance of 224.71 feet to land of Westra & Thompson;

THENCE S 32°24'34" W along land of said Westra & Thompson, a distance of 344.90 feet to land now or formerly of Mary F. Dick;

THENCE S 83°05'26" E along land of said Dick, a distance of 725.00 feet to the point of beginning of the parcel herein described.

The area of the above described part of Parcel Two is 25.21 acres, be it the same more or less.

Also included in Parcel Two is a triangle of land situated on the west side of Granite Farm Road across from the above described portion of Parcel Two:

BEGINNING at a point on the west sideline of Granite Farm Road at the northeast corner of land now or formerly of Gregory R. Safranski and Allison J. Keppel;

THENCE N 62°10'46" W along land of Safranski and Keppel, a distance of 95.41 feet to a point;

THENCE N 50°03'05" E along land now or formerly of Dorothy M. Pollet and along land now or formerly of Victor H. Dyer and Victor R. Dyer, a total distance of 331.35 feet to a point on the west sideline of Granite Farm Road;

THENCE S 37°16'24" W along the west sideline of said road, a distance of 398.01 feet to the point of beginning of the parcel herein described.

The area of this triangular part of Parcel Two is 0.43 acres, be it the same more or less.

Parcel Three-Forest and Wetland

BEGINNING at a 3/4 inch pipe at the southeast corner of land of J. Donald Burgess and April A. Burgess, said pipe also being the southwest corner of land of Robert F. Leonard;

THENCE N 82°42'33" W along land now or formerly of Mary B. Dick,

a distance of 850.00 feet to a point at the southeast corner of a walking Right of Way;

THENCE N 7°17'27" E through other land of the Grantors herein, a distance of 175.00 feet to a point;

THENCE N 57°24'42" E through other land of the Grantors herein, a distance of 838.58 feet to a point;

THENCE S 83°29'34" E a distance of 691.06 feet to a 3/4 pipe at the northwest corner of land of the aforesaid Robert F. Leonard;

THENCE S 41°09'04" W along land of said Leonard, a distance of 869.62 feet to the point of beginning of the parcel herein described;

The area of the above described Parcel Three is 13.92 acres, be it the same more or less.

Appurtenant to the above described Parcels Two and Three is a walking Right of Way which is to run between Parcel Two on the west and Parcel Three on the east, said walking Right of Way is bounded and described as follows;

BEGINNING at the southwest corner of Parcel Three as described above, being on the north line of land now or formerly of Mary B. Dick;

THENCE N 7°17'27" E along the west line of Parcel Three as described above, a distance of 100.00 feet to a point;

THENCE N 83°17'20" W through other land of the Grantors herein, a distance of 929.70 feet to the east line of Parcel Two as described above;

THENCE S 30°11'52" W along the east line of said Parcel Two, a distance of 100.00 feet to land of said Dick;

THENCE S 83°05'26" E along land of said Dick, a distance of 228.87 feet to a point;

THENCE S 82°42'33" E along land of said Dick, a distance of 739.71 feet to the point of beginning of the herein described walking Right of Way.

The above described easement is conveyed subject to the existing utilities that run along Granite Farm Road and cross the above described land. It is understood and agreed that said utilities can remain in their present locations.

For a further description of the above described parcels reference is hereby made to "Standard Boundary Survey Land of J. Donald Burgess and April A. Burgess", dated June 8, 1993, and revised through February 7, 1994, by Brian Smith Surveying Inc.

All bearings used in the above description are based on observed magnetic 1992.

