

28482

BK 12535 Pg 93

Wood Pond

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this 10th day of October, 1995, by **ROBERT J. COLE**, 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 from Clive Douglas to Grantor recorded in the Cumberland County Registry of Deeds, at Book 3497, Page 119, and further described in Exhibit A attached hereto; and

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

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, 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. Grantor intends 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 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 one or more persons or entities have violated the covenants contained in this Easement, such violators shall reimburse the Holder for any reasonable damages and costs of enforcement, including court costs and attorneys fees, in addition to any other payments ordered by such court; and

(c) the right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to restore 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 recreational and conservation purposes only. No commercial, industrial, quarrying, mining, or forestry activities shall be permitted on the Property. No structures or facilities of any kind whatsoever shall be constructed on the Property, except walking paths designed in keeping with the natural scenic quality of the Property and approved in

advance by the Brunswick Conservation Commission; and except for the following three (3) items, provided any such improvements shall be as represented on the Plan referred to in Exhibit A and as approved by the Brunswick Planning Board: (i) the structures and associated machinery and equipment that may currently or hereafter exist in connection with the common water and sewer systems servicing the homeowners adjacent to the Property; (ii) the pool, cabana and associated structures which may be built as part of the subdivision adjacent to the Property; and (iii) the storage area for boats and recreational vehicles which may be built as part of the subdivision adjacent to the Property. 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. 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, except for paving of roads and the storage area as approved by the Brunswick Planning Board. Any activity on or use of the Property inconsistent with the purposes of this Easement is prohibited.

4. RESERVED RIGHTS: Grantor reserves to himself, and to his personal representative, heirs, successors, and assigns, all rights accruing from his 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:

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

Further, Grantor reserves to himself, and to his personal representative, heirs, successors, and assigns, the right to prohibit any activity on or use of the Property inconsistent with the purposes of this Easement, including, without limitation, camping, tenting, hunting and trapping of any kind.

Grantor agrees to take no action to prohibit nor to exact a fee for public access over the existing trails on the property, in the locations shown on Exhibits B and C attached hereto, providing such public access is for daytime, quiet, non-motorized, low-impact outdoor recreational use such as hiking, cross country skiing, horseback riding, nature observation, and picnicking.

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

(b) 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.

(c) 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 by Grantor of the Property, provided the Property is in compliance with this easement at the time of transfer, and provided further that any new owner of the Property 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, section 476(2), as that section may be amended. The Brunswick Conservation Commission shall be notified of any transfer of title to the Property.

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

GRANTOR'S SIGNATURE

IN WITNESS WHEREOF, the said Grantor, has hereunto set his hand and seal this 10th day of October, 1995.


Robert J. Cole

GRANTOR'S ACKNOWLEDGEMENT

STATE OF MAINE
CUMBERLAND, ss.

October 10, 1995

Personally appeared before me the above-named ROBERT J. COLE and acknowledged the foregoing instrument to be his free act and deed.


Notary Public/Attorney-at-Law

Drew A. Anderson
Print Name

HOLDER'S ACCEPTANCE

The above and 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 29th day of May, 1996

Donald H. Gerrish

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EXHIBIT A
to
DEED OF CONSERVATION EASEMENT
from
ROBERT J. COLE
to
TOWN OF BRUNSWICK

The OPEN SPACE as shown on a plan entitled "Wood Pond Village Subdivision" prepared by Sebago Technics, Inc. for Robert J. Cole dated October 7, 1994, revised through March 20, 1995, and recorded in the Cumberland County Registry of Deeds in Plan Book 195, Pages 100 and 101 (the "Plan").

Being a portion of the premises conveyed to the Grantor herein by Deed of Clive H. Douglas dated December 31, 1973, and recorded in said Registry of Deeds in Book 3497, Page 119.

SUBJECT TO all easements, covenants and restrictions of record in said Registry of Deeds and to all matters as shown on the Plan.

EXHIBIT

C

BK 12535 PG 101

NO. 486 P003

N/F
WEED

BUFFER ZONE AREA

OPEN
SPACE

OPEN SPACE

ROW

LOT-8

LOT 7
P.B. 114
PG. 47

N/F
DUBI

EXISTING
POND

UTILITY
MENT

EXISTING
FIRE
ACCESS
ROAD

APPROXIMATE
LOCATION OF
WATER LINE

BRACKETT ROAD

RECEIVED
RECORDED REGISTRY OF DEEDS

96 MAY 31 PM 3:58

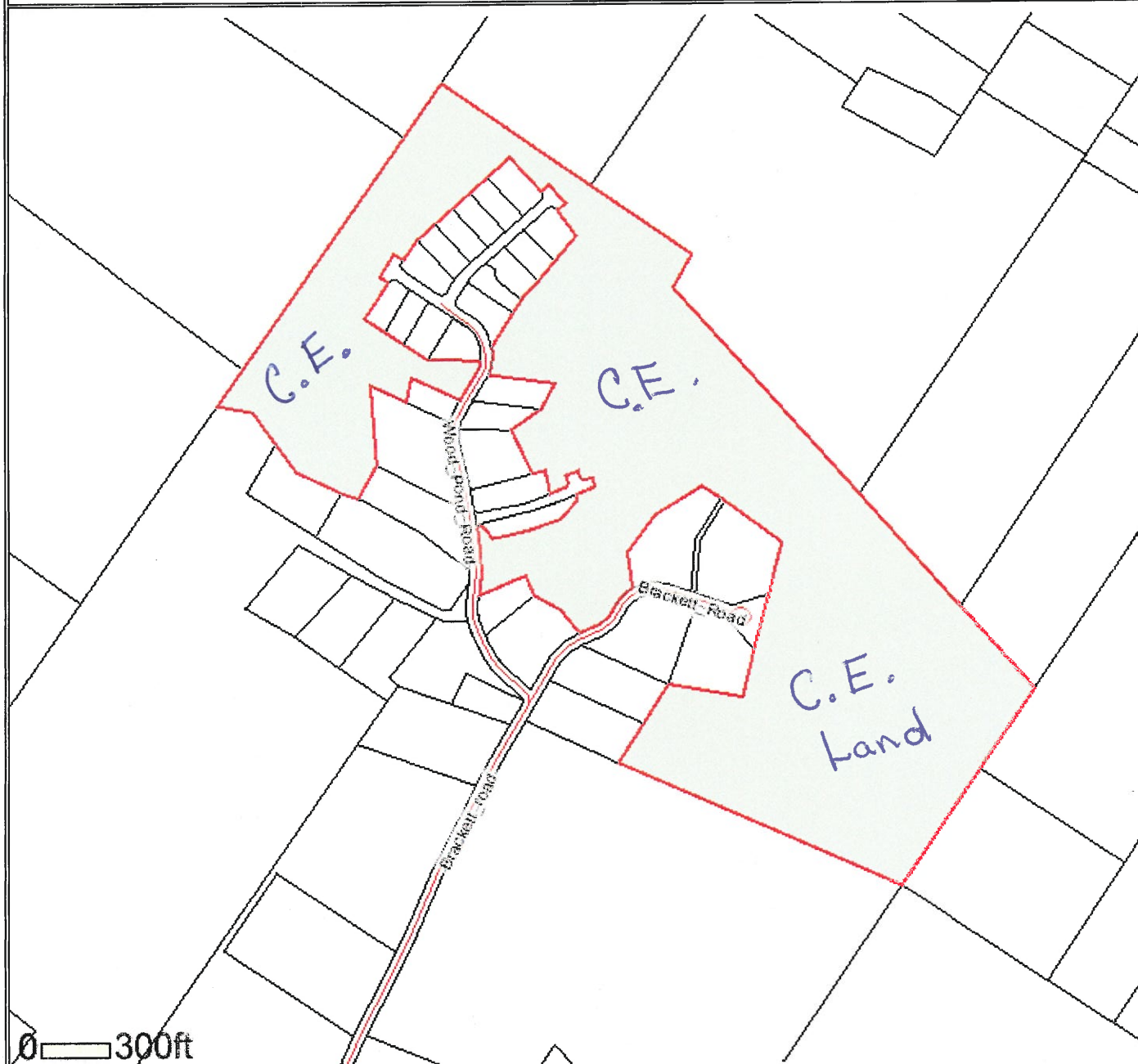
CUMBERLAND COUNTY

John B O'Brien

Wood Pond Village Assoc. Cons. Land



- Brunswick Town Boundary
- Selected Parcels
- Parcels (dark outline)
- Road Labels
- Road Centerlines
- Surrounding Towns
- Landmass
- Ocean
- Land



Disclaimer

The information shown in this website is provided as a service to the citizens of the Town of Brunswick and other interested persons, and has been compiled from various public and private sources. While every effort has been made to provide accurate information, the Town cannot and does not warrant the accuracy of property and boundary lines, the dimensions of lots, the location of structures or improvements, or topographic or geologic features on the land. Only on site verification or field surveys can provide such accuracy.

November 14, 2006