

ATTEST: Stacy L. Grant, Waldo Co Registry of Deeds

CONSERVATION EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, the Grantors, **JEFFREY R. MABEE and JUDITH B. GRACE**, of the Town of Belfast, County of Waldo and State of Maine, (mailing address: 290 Northport Avenue, Belfast, Maine 04915), in consideration of the gifts of others and an absolute and unconditional gift, do grant to the Holder, **UPSTREAM WATCH**, a Maine Nonprofit Corporation, situated in the City of Belfast, County of Waldo and State of Maine, (mailing address: 67 Perkins Road, Belfast, Maine 04915), and the Holder's successors and/or assigns, with Quitclaim Covenants, in perpetuity, this Conservation Easement pursuant to 33 M.R.S. §§ 476–479-C, inclusive, as amended, over, through, under and across a certain parcel of land, referred to hereinafter as the "Protected Property," described on **EXHIBIT A**, and shown on a plot plan attached hereto as **Exhibit B**, both appended hereto and made a part hereof. This Conservation Easement applies to the Protected Property only. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly made a part of the Protected Property. =

WHEREAS, Grantors are the owners in fee simple of certain real property located in the City of Belfast, Waldo County, Maine, described in a deed located in the Waldo County Registry of Deeds at Book 1221, Page 347, which includes certain rights to intertidal zone lands, described on EXHIBIT A and shown on EXHIBIT B, and referred to herein as the "Protected Property";

WHEREAS, Grantors desire to convey to the Holder a conservation easement placing certain limitations and affirmative obligations on the Protected Property for the protection of: wetlands; intertidal lands and biota; scenic, resource, environmental, marine and natural habitat; and other values for the commons, in order that the Protected Property shall remain substantially in its natural condition forever;

WHEREAS, Holder is a Maine registered nonprofit corporation qualified to hold conservation easements pursuant to 33 M.R.S. § 476(2)B.

COVENANTS, TERMS, CONDITIONS, AND RESTRICTIONS

A. PURPOSE

THE PURPOSE, CONDITION AND INTENT OF THIS EASEMENT IS TO:

1. Preserve the Protected Property in perpetuity as open space and free from structures of any sort, especially any principal or accessory structures erected, constructed or otherwise located in furtherance of any commercial or industrial purpose.

2. Preserve the Protected Property in its natural condition. The term "natural condition" as referenced in this paragraph and other portions of this Conservation Easement shall mean the condition of the Protected Property as it exists at the time of execution of this Conservation Easement, or other changes that may occur to the Protected Property related to restoration of the adjacent Little River as a natural fishway.

3. Provide a significant public benefit by protecting and preserving, in perpetuity, the Protected Property in its present and historic, primarily undeveloped, natural condition.

NO THIRD PARTY ENFORCEMENT. Grantors and Holder, and their successors and assigns in title to the land described are the only persons or entities having the right to enforce the provisions of this easement. There shall be no persons or entities having a third-party right of enforcement of the terms and conditions hereof.

LIMITATION OF LIABILITY. This Conservation Easement is given for passive recreational use and for fishing, fowling and navigation as provided by Maine law and the Holder shall be protected from liability in accordance with title 14 M.R.S. § 159-A. as set forth therein, neither Grantors nor Holder shall assume or have a duty of care to keep the Easement area safe for entry or use by others for the recreational activities permitted hereunder, or to give warning to persons entering for such purposes of any hazardous condition, use, structure or activity on the property of the Grantors, or to assume or incur liability for any injury or harm to person or to property caused by any act of other persons. To the maximum extent possible, it is the intent of this term and condition to provide to Grantor and Holder the protections of the statute.

COVENANT TO RUN WITH THE LAND. In furtherance of the same purpose Grantors hereby encumber the same Protected Property with a Covenant to run with the land that the land on which the above Conservation Easement is hereby conveyed shall be and is restricted against any commercial or industrial use or uses accessory to such commercial or industrial uses.

PROHIBITED USES. Any activity on or use of the Protected Property inconsistent with the Purposes of this Conservation Easement and not reserved as a right of Grantors is prohibited. These restrictions shall run with the land and be binding on Grantors' heirs, successors, administrators, assigns, lessees, or other occupiers and users. The following uses by Grantors, their respective guests, agents, assigns, employees, representatives, successors, and third parties are expressly prohibited on the Protected Property.

1. **General.** There shall be no filling, flooding, excavating, mining or drilling; no removal of natural materials; no dumping of materials;

and, no alteration of the topography in any manner.

2. **Waters and Wetlands.** In addition to the General restrictions above, there shall be no draining, dredging, damming or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters; and, no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, as amended.
3. **Trees/Vegetation.** There shall be no clearing, burning, cutting or destroying of trees or vegetation, except as expressly authorized in the Reserved Rights; there shall be no planting or introduction of non-native or exotic species of trees or vegetation.
4. **Activities.** No industrial activities, commercial activities, residential activities, or agricultural activities (including livestock grazing) shall be undertaken or allowed.
5. **Structures.** There shall be no construction, erection, or placement of buildings, billboards, or any other structures, nor any additions to existing structures.
6. **Other Prohibitions.** Any other use of, or activity on, the Protected Property which is or may become inconsistent with the purposes of this grant, the preservation of the Protected Property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

B. HOLDER'S RIGHTS

To accomplish the Purpose of this Conservation Easement, Grantors, their successors and assigns hereby grant and convey the following rights to the Holder.

1. To preserve and protect the Conservation Values of the Property, including enforcing the terms of this Conservation Easement in order to assure the protected property remains in its "natural condition," defined herein, in perpetuity.
2. To enter upon the property at reasonable times in order to monitor compliance with and to otherwise enforce the terms of this Conservation Easement.
3. To prevent any activity on or use of the property that is inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Conservation Easement.

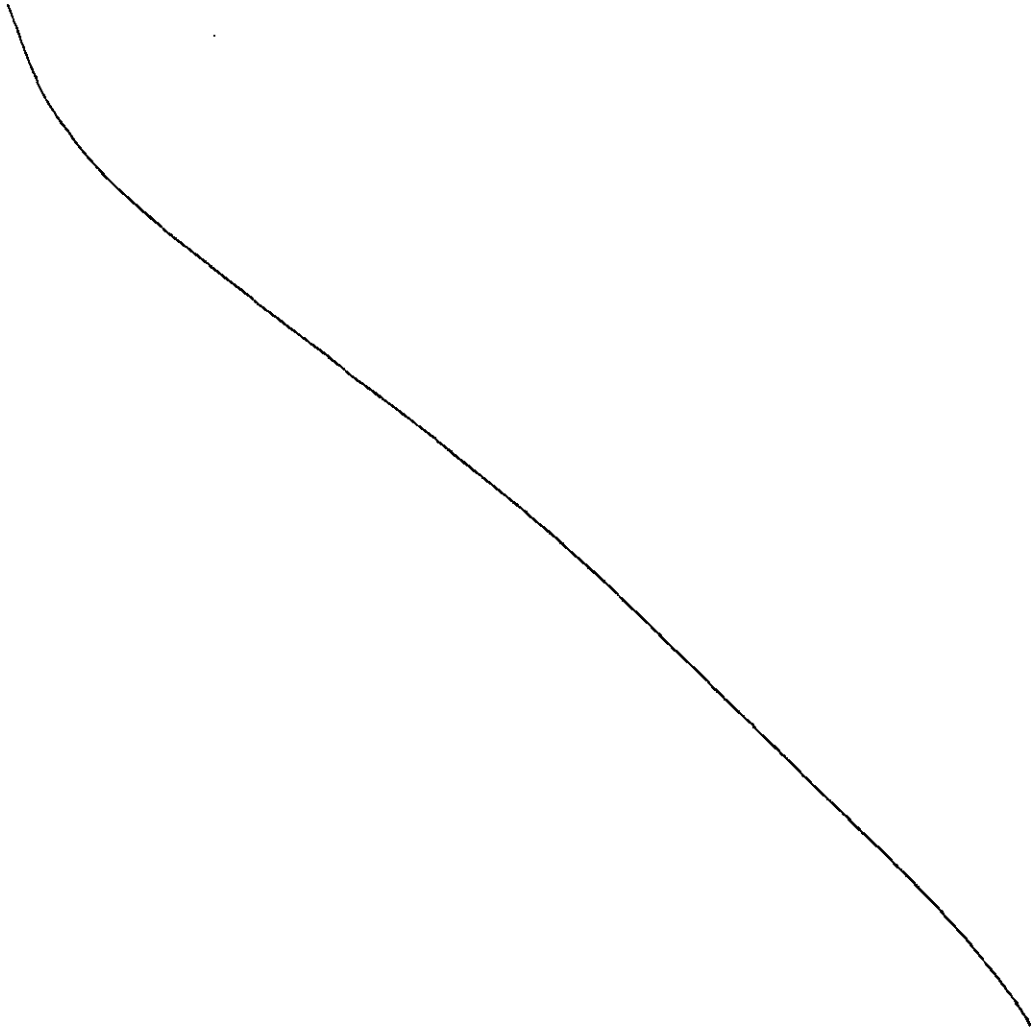
4. The right to enforce by means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement.

C. GRANTORS' RESERVED RIGHTS

Notwithstanding the foregoing Restrictions, Grantors reserve for Grantors, their heirs, successors, administrators, and assigns the following Reserved Rights, which may be exercised upon providing prior written notice to Holder, except where expressly provided otherwise:

1. **Landscape Management.** Landscaping by the Grantors to prevent severe erosion or damage to the Protected Property or portions thereof, or significant detriment to existing or permitted uses, is allowed, provided that such landscaping is generally consistent with preserving the natural condition of the Protected Property.
2. **Recreation.** Grantors reserve the right to engage in any outdoor, non-commercial recreational activities, including hunting (excluding planting or burning) and fishing, with cumulatively very small impacts, and which are consistent with the continuing natural condition of the Protected Property. No written notice required.
3. **Vegetation, Debris, and Exotic Species Removal.** Grantors reserve the right to engage in the removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species.
4. **Collateral.** Grantors have the right to use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose, regardless of date, are subordinate to Holder's rights under this Conservation Easement. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any subsequent lien or other interest in the Protected Property.
5. **Other Reserved Rights.** Grantors reserve the right to engage in all acts or uses not prohibited by the Restrictions, and which are not inconsistent with the conservation purposes of this grant, the preservation of the Protected Property in its natural condition, and the protection of its environmental systems.

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D. GENERAL PROVISIONS

1. **Rights of Access and Entry.** Holder and its successors and assigns shall have the right to enter and go upon the Protected Property for purposes of inspection, and to take actions necessary to verify compliance with the Restrictions. Holder shall also have the rights of visual access and view, and to enter and go upon the Protected Property for purposes of making scientific or educational observations and studies, and taking samples, in such a manner as will not disturb the quiet enjoyment of the Protected Property by Grantors. No right of access or entry by the general public to any portion of the Protected Property is conveyed by this Conservation Easement.
2. **Events Beyond the Grantors' Control.** Nothing herein shall be construed to authorize the Holder to institute any proceedings against Grantors for any changes to the Protected Property caused by acts of God or circumstances beyond Grantors' control such as earthquake, fire, flood, storm, war, civil disturbance, strike, the unauthorized acts of third parties, or similar causes.
3. **Obligations of Ownership.** Grantors are responsible for any real estate taxes, assessments, fees, or charges levied upon the Protected Property. Grantors shall keep the Protected Property free of any liens or other encumbrances for obligations incurred by Grantors. Holder shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Protected Property, except as expressly provided herein. Nothing herein shall relieve the Grantors of the obligation to comply with federal, state or local laws, regulations and permits which may apply to the exercise of the Reserved Rights.
4. **Assignment.** This Conservation Easement is transferable, but only to an entity that satisfies the requirements of 33 M.R.S. §476(2) as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation purposes of this grant.
5. **Controlling Law and Interpretation.** The interpretation and performance of this Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the conservation purposes of this Easement and the policy and purpose of the Maine Conservation Easement

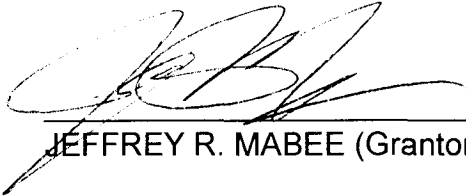
Act at Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-C, inclusive, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the conservation purposes of this Easement shall govern.

E. HABENDUM

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


GRANTORS' SIGNATURES

IN WITNESS WHEREOF, Grantors JEFFREY R, MABEE and JUDITH B. GRACE have caused this Conservation Easement Deed to be executed by their hands this 29th day of April, 2019, granting a Conservation Easement to UPSTREAM WATCH, in the Protected Property described in Exhibit A and shown on Exhibit B of this instrument.



JEFFREY R. MABEE (Grantor)

JEFFREY R. MABEE
[Grantor's Printed Name]



JUDITH B. GRACE (Grantor)

Judith B. Grace
[Grantor's Printed Name]

STATE OF MAINE
COUNTY OF WALDO

PERSONALLY APPEARED THE ABOVE-NAMED JEFREY R. MABEE AND JUDITH B. GRACE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING CONSERVATION EASEMENT INSTRUMENT TO BE THEIR FREE ACTS AND DEEDS.



NOTARY PUBLIC

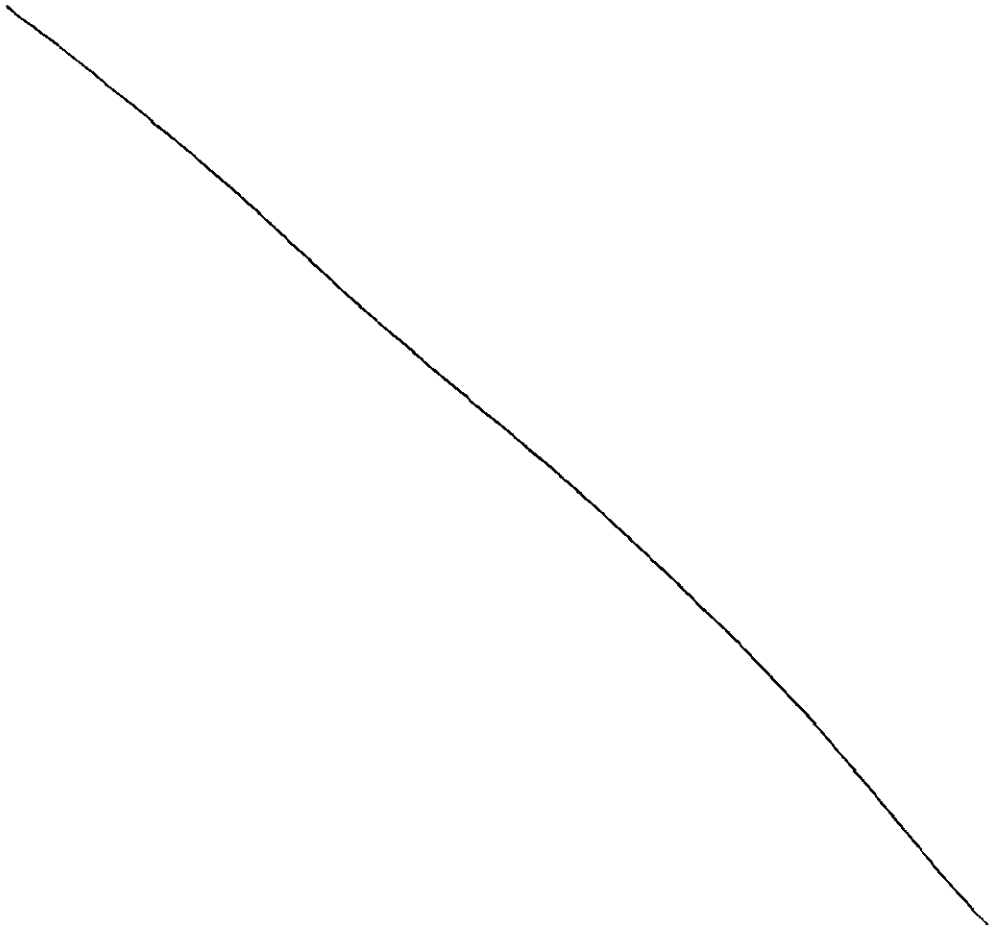
Paul C. Dooly
[Notary's Printed Name]

MY COMMISSION EXPIRES:

May 31, 2023

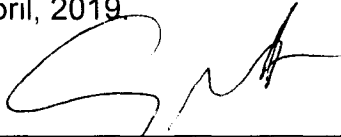


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HOLDER'S ACKNOWLEDGEMENT

The above and foregoing Conservation Easement was authorized to be accepted by **UPSTREAM WATCH** and **UPSTREAM WATCH** does hereby accept the foregoing Conservation Easement, by and through **AMY GRANT**, its President, this 29 day of April, 2019.



AMY GRANT

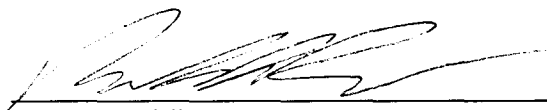
Amy Grant

[Printed Name of Holder's Authorized Representative]
Title: President of UPSTREAM WATCH

STATE OF MAINE
COUNTY OF WALDO

On this 29 day of April, 2019, personally appeared **AMY GRANT**, President of **UPSTREAM WATCH** and duly authorized representative of the above-named Conservation Easement Holder of UPSTREAM WATCH, a Maine Non-profit Corporation, and acknowledged acceptance of the foregoing Conservation Easement instrument to be her free act and deed in her capacity and UPSTREAM WATCH President, and the free act and deed of UPSTREAM WATCH.

Before me,



Notary Public

Paul C Doady

[Printed Name of Notary]

My commission expires:

May 31, 2023



EXHIBIT A

The shore and flats rights appurtenant to the land described in deed from Heather O. Smith to Jeffrey R. Mabee and Judith B. Grace dated May 15, 1991 as recorded in Book 1221, Page 347 of the Waldo County Registry of Deeds which shore and flats area is bounded and described as follows: Northerly by land formerly of Adonirom Moody, and W. L. West, Easterly by Penobscot Bay, southerly by Little River and northwesterly by land formerly of Fred R. Poor, and westerly by land formerly of John Joseph Grady and Catherine E. Grady and the upland of land of Jeffrey R. Mabee and Judith B. Grace said shore and flats to include that intertidal area extending westerly along Little River to Northport Avenue also known as U.S. Route One.

Reference is made to title and ownership of Harriet L. Hartley by the following deeds:

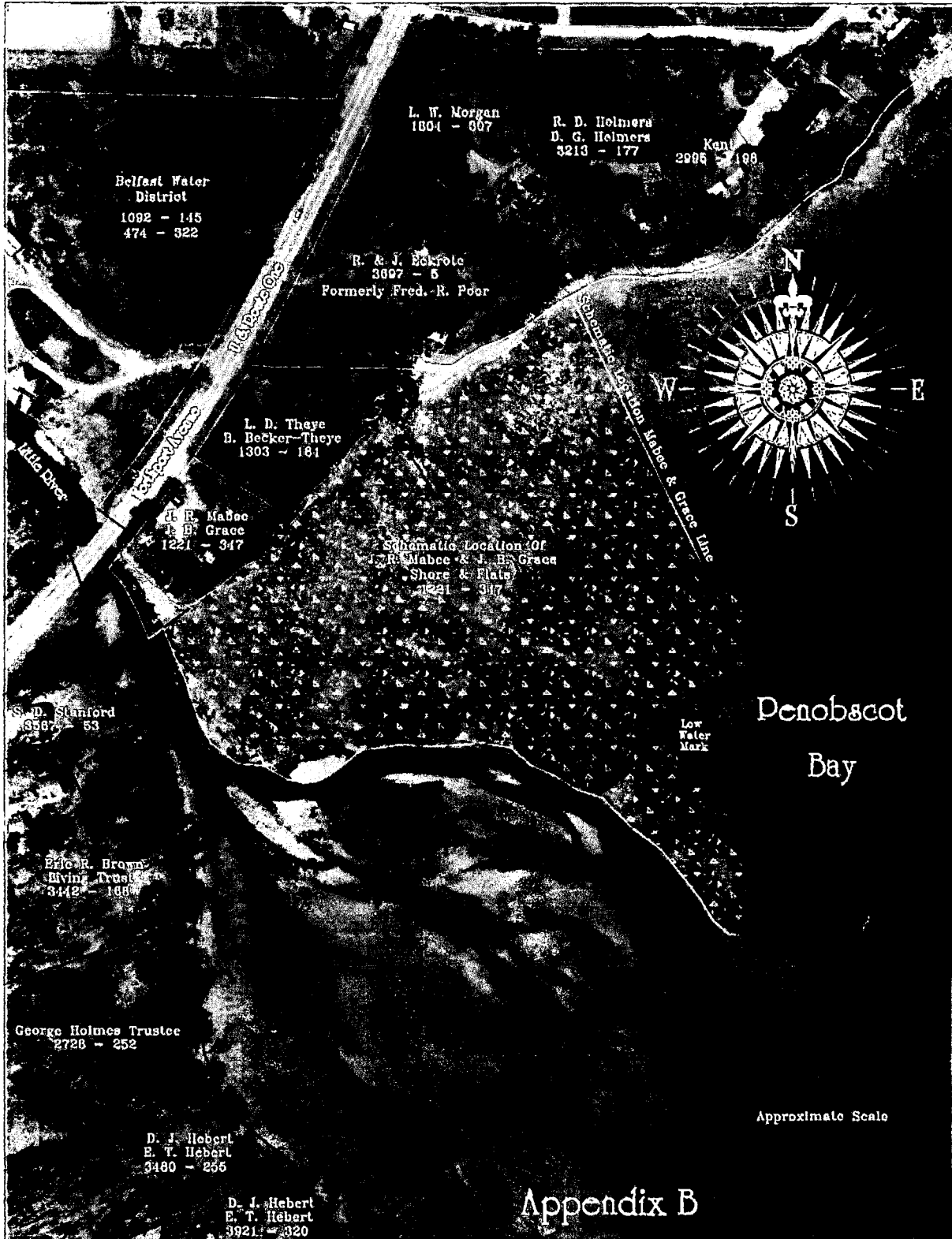
- 1) Genevieve Hargrave to Arthur & Harriet L. Hartley dated July 27, 1934 as recorded in Book 386, Page 453 of the Waldo County Registry of Deeds;
- 2) Harriet L. Hartley to William P. Butler and Pauline H. Butler dated September 22, 1950 as recorded in Book 474, Page 387.

Reference is also made to the deed conveyed out of the land of Hartley:

Harriet L. Hartley to Fred R. Poor dated January 25, 1946 as recorded in Book 452, Page 205 of the Waldo County Registry of deeds.

Reference is also made to the deed of Ernest J. Bell and Marjorie N. Bell to John Joseph Grady and Catherine Grady dated May 18, 1964 as recorded in Book 621, Page 288 of the Waldo County Registry of Deeds.

EXHIBIT B



POOR ORIGINAL