

Appendix C – Examples of Conservation Easements that Allow Forests to Grow to Maturity

**CONSERVATION EASEMENT
FOURTH MACHIAS LAKE ECOLOGICAL RESERVE**

Downeast Lakes Land Trust, a Maine nonprofit corporation with a mailing address of PO Box 75, Grand Lake Stream, Maine 04637 (hereinafter referred to as the "Grantor," which word is intended to include and bind, unless the context clearly indicates otherwise, the above-named Grantor, its successors and assigns),

grants to **New England Forestry Foundation, Inc.**, a Massachusetts nonprofit corporation qualified to do business in the State of Maine, and having a mailing address of Attn: Executive Director, P.O. Box 1346, 32 Foster Street, Littleton, Massachusetts 01460 (hereinafter referred to as the "Grantee," which word is intended to include and bind, unless the context clearly indicates otherwise the above-named Grantee, its successors and assigns),

WITH QUITCLAIM COVENANT, IN PERPETUITY, the following described conservation easement (the "Easement") on land located in T5 and T6 ND, Washington County, Maine being more particularly described on Exhibit A (hereinafter referred to as the "Property"), attached hereto and made a part hereof by reference, and which is generally depicted on a plan attached hereto and incorporated herein as Exhibit A-1. The Conservation Easement is granted to protect the conservation and recreational values set forth in the recitals below, for the purposes set forth in Article II (hereinafter, collectively, the "Purposes") and on the terms and conditions set forth herein.

RECITALS

WHEREAS, Grantor is sole owner in fee simple of approximately 11,748 acres of lakeside beach, bog, heath, wetlands and forest in T5 and T6 ND, Washington County, State of Maine, including 3,560 acres to be known as the Fourth Machias Lake Ecological Reserve (hereinafter "the Property"), being a portion of the premises conveyed to Grantor by deed of near or even date recorded in the Washington County Registry of Deeds; and

WHEREAS, the Property protects "a relatively natural habitat of fish, wildlife, or plants or similar ecosystem" under the terms of the Internal Revenue Service Code Section 170 (h)(4)(ii) and the Treasury Regulations Section 1.170.A-14 (d)(3); and

WHEREAS, the Property also preserves open space for the enjoyment of the general public and "pursuant to a clearly delineated Federal, State or local government conservation policy and will yield a significant public benefit" under the terms of the Internal Revenue Service Code Section 170 (h)(4)(A)(iii) (I) & (II) and Treasury Regulations Sections 1.170.A-14 (d)(4)(I)(ii), (iii), (iv) and (v); and

WHEREAS, the Property possesses significant natural, ecological, scenic and open space values which reflect the unique character of the Downeast Lakes Region and are of great importance to the people of Grand Lake Stream and other communities of the Downeast Lakes Region, Washington County, and the State of Maine; and

WHEREAS, the Property is a critical part of an unimpaired watershed ecosystem that includes Third and Fifth Machias Lakes, Dead Stream Heath, and the State of Maine's Duck Lake Ecological Reserve; the Property contains headwater stream and brook systems including Fifth Stream, Dead Stream and Unknown Stream, and comprises the headwaters of the 74-mile free flowing Machias River, which helps maintain water quality and aquatic habitat, and because of the integrated nature of these ecosystems and

species dependent upon them, the use made of the Property will affect not only the conservation values of the Property but those of these neighboring properties, islands and aquatic ecosystems as well; and

WHEREAS, 25,000 acres comprising a 1,000 buffer on both sides of the entire 74 mile length of the Machias River is protected by a conservation easement held by the State of Maine, and approximately 6,000 acres are in public ownership by either the Maine Department of Inland Fisheries and Wildlife or the Maine Bureau of Public Lands, and the Property is also in close proximity to a mosaic of other conserved land protected by United States Fish and Wildlife Service, Maine Department of Conservation, Maine Bureau of Parks and Lands, New England Forestry Foundation, Inc., Maine Coast Heritage Trust, Passamaquoddy Tribal Lands, and Downeast Lakes Land Trust; and

WHEREAS, Maine has been creating a system of ecological reserves in each of its biophysical regions since 2000, and the 3,560 acres of terrestrial habitat comprising the Property is adjacent to the 3,870-acre Duck Lake Reserve, which is the only state reserve in the Maine-New Brunswick Lowlands biophysical region; and

WHEREAS, the Property, which exists in a substantially undisturbed and natural state, providing important habitat for a wide variety of birds, fish, and both aquatic and terrestrial mammals and plants; and providing suitable habitat for many wide-ranging wildlife species of conservation interest including bobcat, pine marten, black bear, whitetail deer and moose; and as such harbors a diversity of plant and animal life in an unusually broad range of geographical features for a property of its size, including lakeside beach and associated wetlands, domed bog, peatland, numerous upland forest and other natural community types (collectively, the "conservation values"); and

WHEREAS, in recognition of the importance of the Property as an ecological and scenic resource, the Property and the surrounding Machias River Watershed lands of the Downeast Acadia Ecoregion have been designated a priority for acquisition by the Maine Department of Conservation, which designation was supported by letters of endorsement from the Governor of the State of Maine, local and state representatives, two state senators, and many state, regional and national organizations; and

WHEREAS, the Property supports populations of plants and animals protected by the Natural Areas Division of the Department of Conservation, State of Maine as endangered, threatened or of special concern, including native wild Atlantic Salmon; water awlwort; Bald eagle, Common and Black terns, Sedge wren, and Coopers and Northern goshawks; as documented by the United States Fish and Wildlife Service, Maine Department of Inland Fisheries and Wildlife, Atlantic Salmon Commission, Maine Natural Areas Program; and

WHEREAS, the specific conservation values of the Property will be further documented in a report (the "Baseline Documentation"), which will be maintained on file at the offices of Grantee and the Grantor, and which will consist of documentation that the parties agree shall provide, collectively, an accurate representation of the Property at the time of such agreement and will serve as an objective information baseline for monitoring compliance with the terms of this grant, and upon such agreement of the parties as to the contents thereof, will be incorporated herein by this reference; and

WHEREAS, in 1999, the Maine Legislature passed legislation providing for the designation of Ecological Reserves to maintain representative examples of natural communities and native ecosystems in a natural condition to protect Maine's biological diversity, to serve as benchmarks against which environmental changes can be measured, to protect sufficient habitat for species whose habitat needs are unlikely to be met on lands managed for other purposes, and to provide sites for scientific research, long-term environmental monitoring and education; and

WHEREAS, this Conservation Easement has been purchased in part with funds from Land for Maine's Future Fund, established under **Title 5 Maine Revised Statutes Annotated, Chapter 353, Section 6200**, and pursuant to the terms of **P.L. 1999 c. 514, Sec. A-6**, to acquire lands or conservation easements and other interests in land that: a) Contain recreation lands, prime physical features of the Maine landscape, areas of special scenic beauty, farmland or open space, undeveloped shorelines, wetlands, fragile mountain areas, or lands with other conservation or recreation values; b) Provide habitat for plant or animal species or natural communities considered rare, threatened or endangered in the State; or c) Provide access to recreation opportunities or to the above mentioned natural resources; and

WHEREAS, as a condition of **P.L. 1999 c. 514, Sec. A-6**, hunting, fishing, trapping and public access may not be prohibited on land acquired with bond proceeds, except to the extent of applicable state, local or federal laws or regulations; and

WHEREAS, by virtue of funding, in part, of the acquisition of the Property by Grantor with funds from the State of Maine, through the Land For Maine's Future Program, the Property is to be managed in accordance with the terms of this Easement and in a manner consistent with the requirements for Ecological Reserves held by the State of Maine, pursuant to Title 12 MRSA Section 1805;

WHEREAS, Grantor by the terms of this Easement conveys to Grantee the right to enter the Property and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a tax-exempt private foundation and a qualified organization under Sections 501(c)(3) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder and is qualified as a Holder of Conservation Easements in the State of Maine pursuant to Title 33 MRSA §476(2)(B), dedicated to the conservation of wild nature;

NOW, THEREFORE, the Conservation Easement on the Property consists of the following terms, covenants, restrictions and affirmative rights granted to Grantee, which shall run with and burden the Property in perpetuity, and Grantor and Grantee mutually agree as follows:

I. DEFINITIONS

The terms set forth below are defined for the purposes of this Easement as follows:

"Ecological Reserve" shall have the same definition as set forth in the 12 MRSA Section 1801(4-A).

"Forever Wild" is a designation for land protected in its natural condition. The Ecological Integrity and wild character of the land are preserved and protected in perpetuity. Forever Wild land should be as free from human manipulation and disturbance as possible, with management actions, if any, primarily limited to ecological restoration or to preservation of natural communities and rare species at risk. Natural occurrences such as floods, weather events, and fire and native insect outbreaks should continue to influence the land over time, creating at times areas of downed, dead wood or early succession habitat. Land managed as wild benefits the natural communities thereon as well as humans who may enjoy the scenic beauty and other wilderness values through minimal impact, non-motorized nature recreation, such as wildlife observation, cross country skiing, canoeing, kayaking, hiking and snow shoeing.

"Ecological Integrity" describes a condition in which natural processes (e.g. floods, fire, drought, seed dispersal, nutrient cycling) are allowed to occur within their natural variation over time without human manipulation or suppression (i.e. the timing, duration and extent of a flood is allowed to run its course). These natural processes influence habitats that support native plants, animals and other organisms in

groupings appropriate to the natural landscape. This dynamic and changing environment provides opportunities for biological evolution.

“Conservation Sciences” include scientific disciplines such as conservation biology, restoration ecology, hydrology, zoology, geology and botany when they are applied to the study, documentation, protection, maintenance, and restoration of ecological and evolutionary processes that sustain species, natural communities and landscapes.

“Ecological Assessment and Inventory (EAI)” is a process of gathering and integrating background and field research about the Property and its surroundings to document the ecological composition and condition of the Property and to evaluate its management needs. The EAI may include information on the area’s physical, biological or chemical constituents, its bedrock and surface geology, soils, ground and surface water, plants, animals, fungi or other pertinent organisms. Depending on the magnitude of the proposed management actions and the potential impacts on the Property, the EAI may also address the surrounding context of the Property: the flow of energy, materials, water, organisms or genetic material onto and off of the Property.

“Grantor” and “Grantee” as used herein shall include the parties’ respective successors and assigns.

“Invasive Species” are non-native animal, plant or other organisms that through their capacity to spread into native systems demonstrably or potentially threaten native species.

“Native Species” are those that were present in an area prior to Euro-American settlement or that have moved into an area since that time without direct or indirect human assistance.

II. PURPOSES

It is the purpose of this Easement to protect the Property as Forever Wild, to safeguard biological diversity by protecting the environments and ecological processes occurring on the Property in a manner that supports viable populations of native plants, animals and other organisms, to preserve and restore the wild qualities and natural beauty of the Property.

It is the further purpose of the Easement to assure that the Fourth Machias Lake Ecological Reserve, which is representative of the biodiversity of the area, will be retained forever in its predominately unroaded, unfragmented, natural condition to protect the native flora and fauna and to allow natural ecological processes to proceed with minimal interference or manipulation from human activity. It is intended that the Property be managed as an ecological reserve in its natural condition to serve as a benchmark against which biological and environmental changes in both land managed for ecological integrity and land managed for resource extraction can be measured, to provide and protect habitat for species whose needs may not be fully met on lands managed for other purposes, and to provide control sites for scientific research and education, long term environmental monitoring, all in a manner that allows for traditional low intensity non-motorized recreation uses to occur on the Property.

III. GRANTOR’S RIGHT, TITLE AND INTEREST IN THE PROPERTY; PROHIBITED ACTS AND USES; GRANTOR’S RESERVED RIGHTS:

A. Grantor’s Right, Title and Interest in the Property. Except for the rights specifically conveyed to Grantee, and except for the restrictions expressly created by this Easement, Grantor reserves and retains all ownership rights in the Property and may use the Property for any lawful purpose not expressly prohibited by the terms of this Easement. Notwithstanding anything to the contrary in this Easement, this Easement is subject to and subordinate to the terms and conditions set forth in the Project Agreement

between the State of Maine and the Grantor of near or even date recorded prior to this Easement in the Washington County Registry of Deeds (the "LMF Project Agreement").

B. Prohibited Acts and Uses.

Subject to the exceptions set forth herein and in Sections III C and IV, and consistent with the LMF Project Agreement and the Purposes of this Easement, the following acts and uses are prohibited on, above, through or below the Property:

1. Constructing or placing any temporary or permanent structure, facility or improvement or expanding an existing structure including but not limited to, building, dwelling, mobile home, tennis court, landing strip, swimming pool, fencing, bridge, culvert, asphalt or concrete pavement or any other impervious surface, bulkhead, wind generating facility, hydropower generating facility, sign, billboard or other advertising display, antenna, utility pole, telecommunication or any other tower, conduit, utility line, piling, permanent lighting, parking lot, sewage disposal or septic system;
2. Constructing or placing any temporary or permanent structure, facility or improvement that detracts from the wild character of the land; that may encourage human use that is more than transient; that may encourage people to leave trash behind, or that may invite nuisance animals or insects;
3. Mining, excavating, dredging or removing from the Property soil, loam, peat, gravel, sand, rock, oil, gas or other mineral resource or natural deposit;
4. Constructing, bulldozing, disking; plowing, harrowing, ditching, scraping, excavating, drilling, stabilizing or terracing banks or other topography, or otherwise destroying or altering the natural topography or living soils of the Property;
5. Managing the Property for purposes other than ecological function and restoration, multiple and diverse species and habitat, rare species, low impact traditional recreational uses, or other uses permitted in Section III C, below;
6. Cutting, removing, digging, plowing, disking, harrowing, ditching, scraping or otherwise destroying trees or other vegetation, except to maintain existing roads and trails;
7. Placing, filling, spraying, storing, injecting or dumping on or applying to the Property chemicals (including but not limited to fertilizers, insecticides and herbicides, as defined under applicable federal or state law), or any toxic or hazardous substance or materials;
8. Placing, filling, spraying, storing, injecting or dumping on or applying to the Property trash, motor vehicle bodies or parts, junk, waste, bio-solids, sludge, other debris or any other unsightly or offensive material, or the installation of underground storage tanks;
9. Polluting, altering, depleting, diverting, siphoning, channeling, leveling, filling, drilling, diking, ditching, damming, draining, extracting or manipulating of any surface and/or ground water or of any wetland area;
10. Altering or manipulating the hydrological regime (timing, duration, frequency, magnitude or extent of hydrological processes such as natural flooding or drying);
11. Conveying water rights for any purposes other than ecological conservation;

12. Maintaining existing roads on the Property other than those specified in Exhibit D or constructing new roads;
13. The use by members of the public of trail or other bicycles, motorized passenger or recreational vehicles, including but not limited to off-road vehicles, dune buggies, all-terrain vehicles, and snowmobiles, other than on designated roads and trails described in Exhibit D;
14. The clearing of vegetation for and establishment of camp sites (other than in connection with the use and maintenance of those primitive camp sites permitted under Section IIIC);
15. Introducing non-Native invasive species of plant or animal as defined by currently published treatises regarding floras and faunas applicable to Maine; e.g. Gawler, S.C. 2001. *Natural Landscapes of Maine: A Classification of vegetated natural communities and ecosystems*. Maine Natural Areas Program, Department of Conservation, Augusta, Maine;
16. Planting or broadcasting any genetically modified organisms, transgenic organisms, or organisms replicated through genetic manipulation such as cloning;
17. Harvesting, managing or planting for commercial purposes any plants or vegetation found on the Property;
18. The removal of animals from the Property, except in connection with traditional hunting, fishing, trapping and recreational activities permitted hereunder;
19. Activities that, except in connection with hunting, fishing and trapping in accordance with State law, the LMF Project Agreement, and those activities permitted within the Reserved Rights Zone, cause harm, harassment, or disruption to plants animals or other organisms during sensitive times in the life cycles of wild species, such as nesting season.
20. The legal or *de facto* dividing, subdividing, or partitioning of the Property for any purpose;
21. Including the Property as part of a gross tract area of another property for the purposes of determining density, lot coverage, open space or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density, or transferring development rights which have been encumbered or extinguished by this Easement to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

C. Grantor's Obligations and Reserved Rights.

Grantor shall maintain the Property in its substantially natural and undeveloped state and shall permit Recreational Uses of the Property by the public in accordance with and subject to the provisions of the LMF Project Agreement, the Purposes of this Easement, and Sections III B and C of this Easement.

Grantor specifically reserves the right to carry out or to permit others to carry out the acts and uses of the Property set forth below in a manner consistent with the LMF Project Agreement, the Purposes of this Easement, and the Property's Conservation and Recreational Values as defined in the Recitals. Where specified in this Section III C, such act or use must be part of an approved Management Plan according to procedures outlined in Section IV and Exhibit B. The exercise of any right reserved by Grantor shall be in compliance with all applicable federal, state, and local laws.

1. To use and permit the public to use the Property, in accordance with programs and policies established by Grantor and Maine law, for traditional forms of low-intensity non-motorized recreational activities including hunting, fishing, trapping, hiking, nature and wildlife observation, picnicking, snowshoeing, dog-sledding, cross-country skiing, bicycling, horseback riding, swimming, boating, canoeing, kayaking, primitive camping, and outdoor ecological educational opportunities and nature study, including scientific and archaeological research and observation, and enjoyment of open space (hereinafter, "Recreational Uses"). Grantor shall describe current Recreational Uses of the Property in the Management Plan;
2. In accordance with the Management Plan, to control or remove for ecological purposes, non-native or pest species, including feral domesticated cats, or to control disease outbreaks. If such control or removal involves the use of insecticides, herbicides or other biocides, such application shall be by the narrowest spectrum, least persistent material appropriate for the target species, and shall be consistent with the Purposes of this Easement;
3. In accordance with the Management Plan, to alter vegetation, topography or hydrology in order to maintain or restore the Ecological Integrity of the Property and to carry out ecological restoration activities on the Property to benefit multiple and diverse species of wildlife indicative of a forest of this region as they may change over time, including, for example, those species currently evident on the Property and described in the Baseline Documentation, and provided that the Management Plan provisions governing such activities shall be prepared with the assistance of a restoration ecologist (whose services shall be provided at the cost of the Grantee) and a wildlife biologist from the Maine Department of Inland Fisheries and Wildlife or its successor agency;
4. If timber is cut to accomplish ecological restoration activities under Section III C, paragraph 3 above, Grantor may trade or barter such timber to a contractor carrying out such activities as payment for services, or may sell such cut timber to a contractor, provided that such ecological restoration activities shall have been described with specificity as to scope and location in an approved Management Plan and any funds received for any timber cut in excess of the cost of services shall be used for Grantor's management of the Property;
5. In accordance with the Management Plan, to install gates, barriers, signs and sight-pervious fences necessary to guide public access on and Recreational Uses of the Property, except that such fences, gates and signs should minimize the impact to the wild and scenic nature of the Property;
6. In accordance with the Management Plan, to construct, create, close, maintain and relocate trails; provided, however, that existing trails will be maintained in such a manner and new trails will be created so as not to exceed two feet in tread width and three feet in total width maintained clear of obstacles; all in a manner in keeping with the wild character of the Property. Any wood structures will be constructed of benign materials (i.e. no pressure treated wood);
7. In accordance with the Management Plan, to retire or allow reversion to a natural condition any roads, or other areas altered by human activity, except that the public access boat launch facility on Fourth Machias Lake and the roads within the Reserved Rights Zone described in Exhibit D may be maintained in their current classification in accordance with Exhibit D. Subject to the Grantor's reasonable limitations on such use to avoid damage to such roads and trails, The public shall be permitted pedestrian and motorized and mechanized vehicular use

of such roads and the existing primitive snowmobile trail depicted on Exhibit A-2 known as the "Wire Line" for pedestrian and vehicular access on and across the Property;

8. In accordance with the Management Plan, to manage the Property for fire suppression and to use fire for ecological restoration, including through a prescribed burn of portions of the Property, coordinated with the Maine Department of Conservation and in accordance with Maine law.
9. In accordance with the Management Plan, to install, construct, maintain and relocate from time to time (with the objective of minimizing the impact of human activity) no more than two primitive camp sites on the Property on or near the shore of Fourth Machias Lake and, in connection with each camp site, one pit-latrine, one fire ring, and one picnic table.
10. To use motorized or mechanized vehicles for emergency access and management purposes on and across the Property.
11. To conduct scientific research and monitoring activities so long as such activities do not involve (a) alteration of the physical features of the environment, including but not limited to soils, water flow, groundwater flow and topography; and/or (b) installation of research equipment for more than a twelve month period.
12. To enter into boundary line agreements with abutting parcel owners to establish, document or confirm existing boundaries and other pre-existing rights and resolve bona fide boundary line disputes, provided, however, that (i) any conveyance involving 100 or fewer acres for this purpose requires prior consultation with Grantee (but not the consent of Grantee); (ii) any planned conveyance involving more than one hundred acres for this purpose requires the prior consent of Grantee, which shall not be unreasonably withheld; (iii) any real property received by Grantor in exchange for such conveyance shall become subject to this Easement unless Grantee agrees otherwise and any real property conveyed to an abutting parcel owner in accordance with (i) and (ii) above, shall be released from the terms of this Easement; and (iv) any monetary consideration received by Grantor in exchange for such conveyance shall be disclosed to Grantee and shall be divided between Grantor, Grantee and the State of Maine in accordance with Section VIII B hereof and as provided in the LMF Project Agreement between the Grantor and the State of Maine. In addition to the foregoing, it shall not be a breach of this Easement for Grantor to convey fee title to any portion of the Property to a non-profit or governmental entity that satisfies the requirements of Internal Revenue Code Section 170(h)(3), as amended (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), provided however that the prior approval of such transfer is required from the State of Maine in accordance with and subject to the LMF Project Agreement; from the United States Fish and Wildlife Service in accordance with the deed of near or even date from Typhoon LLC to Grantor, and from New England Forestry Foundation, Inc., and provided further that such entity shall hold title subject to the terms of this Easement.

IV. MANAGEMENT PLAN

A Management Plan (the "Plan") shall be prepared by the Grantor, and approved by Grantee, according to the procedures outlined in Exhibit B attached hereto and incorporated herein. Notwithstanding anything to the contrary in herein or in Exhibit B, the parties agree that Ecological Assessment and Design of the Fourth Machias Lake Reserve by J. McMahon and N. Famous dated April 2004 meets the requirements

for the Management Plan set forth in Exhibit B and shall serve as the initial Plan (the "Initial Plan") until such time as an amendment or update of such Management Plan is required in accordance with Exhibit B. The conditions requiring amendments and updates of the Plan, approval procedures, monitoring, evaluation, notices, time frames and dispute resolution for any update, amendment or restatement of the Plan are set forth in Exhibit B attached hereto and incorporated herein. As set forth in Exhibit B, the depth and extent of inquiry of an amendment or update of the Plan and its level of specificity will be appropriate to the proposed activity and any ecological disturbance which might occur as a result of the proposed actions. The Plan may consider the surrounding landscape context of the Property as well as the Property itself.

As more specifically set forth in Exhibit B, if Grantor determines that it is necessary to take action to protect or restore the Property's Ecological Integrity as defined under Section II, Purposes, to accommodate Section III C, Grantor's Obligations and Reserved Rights, which action is not described in the Initial Plan or any subsequent amendment, update or successor plan thereto, an amendment or update to the Management Plan shall be developed according to the procedures outlined in Exhibit B, Guiding Principles for Management Plan.

V. CONSENT AND APPROVAL.

The parties acknowledge that under specific circumstances set forth in Section III, Grantor is (i) required to obtain the consent or approval of the Grantee prior to undertaking certain activities or taking certain actions or (ii) is required to describe such activities in a Management Plan under Section IV, which is subject to the approval of Grantee. The parties acknowledge that the purpose of requiring such consents and approval is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the terms and Purposes of this Easement.

- A. Notice. Whenever such consent or approval is required, or if Grantor has a question as to whether an activity is consistent with the terms or Purpose of this Easement, Grantor shall notify the Grantee in writing when possible at least sixty days and in no event less than thirty days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit Grantee to make an informed judgment of the activity as to its consistency with the terms or Purposes of this Easement.
- B. Standards for Consent. Grantee's consent or approval may be given only if the activity: (1) is consistent with the terms and Purposes of the Conservation Easement as reasonably determined by the Grantee, and (2) either enhances or does not impair the conservation values associated with the Property. Requests for consent or approval shall be in writing and shall describe the proposed activity in sufficient detail, as determined by Grantee, to allow the Grantee to make the judgments listed above.

Notwithstanding the foregoing, Grantee and/or Grantor have no right or power to agree to any activity that runs counter to the Purposes of the Easement or that would result in the Easement's termination or that would cause it to fail to qualify as a valid easement under the requirements of Section 170(h) or, the Internal Revenue Code governing "Qualified Conservation Contributions", including any regulations issued pursuant thereto, or under Maine Law, in particular Title 33 Maine Revised Statutes Annotated Section 476 et seq., or that would permit the Property to be managed in a manner inconsistent with the Purposes of this Easement; nor to allow any commercial recreational activities that could be deemed more than de minimis, nor to allow any residential, commercial (other than de minimis recreational activities), or industrial structures or activities.

- C. Grantee's Response. Except as may be otherwise provided in Exhibit B for periods of time provided for review and approval of the Management Plan, Grantee shall give written response of its determination within thirty business days after the receipt of Grantor's written request. In the event Grantee fails to respond to Grantor's written request within said thirty business day period, such request shall be deemed approved. The consent of Grantee obtained in one circumstance shall not be deemed or construed to be a waiver by Grantee for any subsequent activities by Grantor.
- D. Failure to Seek Consent or Discontinue Use or Activity. If Grantor is required to seek consent or approval in advance of a use or activity and fails to do so, or if Grantee unreasonably withholds consent, or if either party does not agree to discontinue the use or activity if the other party has declined to provide consent or approval, the other party may treat such failure to seek consent or approval, to not unreasonably withhold consent, or to discontinue such use or activity as a violation of the Easement and may seek a remedy for such violation in accordance with Sections VI and VII.

VI. MEDIATION; ARBITRATION.

- A. Mediation. If the parties disagree as to the consistency of any proposed use or activity with the terms or Purpose of this Easement and the parties are unable to resolve such disagreement through unassisted consultation between themselves, either party may refer the dispute to mediation by request made in writing upon the other. Within ten days of the receipt of such a request, the parties shall select a single trained and impartial mediator. Mediation shall then proceed in accordance with the following guidelines:
1. Purpose. The purpose of the mediation is to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions or restrictions of this Easement.
 2. Participation. The mediator may meet with the parties and their counsel jointly or ex parte. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all session scheduled by the mediator. Representatives of both parties with settlement authority will attend mediation sessions as requested by the mediator.
 3. Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.
 4. Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.
 5. Costs. The costs of the mediator shall be borne equally by Grantor and Grantee; the parties shall bear their own expenses, including attorney's fees.
- B. Arbitration. In the event that Grantee and Grantor are unable to agree upon a mediator or otherwise fail to resolve their disagreement through mediation, then Grantee or Grantor may request binding

arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association, or such other arbitration procedure as to which the parties may agree in writing, provided however that (i) any arbitration shall involve a single arbitrator, (ii) the arbitrator shall be bound by and follow the substantive law of Maine as if the dispute were tried in a court of law and (iii) all issues that may in any manner relate to the controversy or dispute shall be resolved in the arbitration. The parties agree that either party may seek injunctive relief to preserve their respective interest pending final resolution of arbitration. Costs shall be borne by the parties in accordance with Section VII C below.

- C. Exception. If at any time the Grantor or the Grantee is the State of Maine, the State of Maine shall not be required to comply with the provisions of this Section VI.

VII. LEGAL REMEDIES

- A. Notice and Demand. If Grantee determines that Grantor is in violation of this Easement, Grantee shall provide written notice in accordance with Section XV, Notices to Grantor. The written notice will identify the violation with specificity and reference to the term of the Easement that Grantee believes has been breached. Grantee may request a meeting to discuss corrective action and shall provide Grantor with a reasonable opportunity to cure the alleged violation and restore, to the extent practicable, the portion of the Property so injured to a condition substantially similar to that which existed prior to the violation. If at any time Grantee determines, in its reasonable sole discretion, that a violation has occurred and constitutes immediate and irreparable harm to the Property, Grantee may enter the property and pursue its lawful remedies to mitigate or prevent harm to the conservation values protected by this Easement. No prior written notice shall be required in the event of immediate and irreparable harm; however, Grantee shall immediately, after such entry, provide notice to Grantor of the actions Grantee intends to take or has taken.
- B. Legal and Injunctive Relief. The rights hereby granted shall include the right of either party to enforce this Easement by appropriate legal proceedings, including ex parte actions, and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Property to its condition prior to the time of the injury complained of (it being agreed that the parties may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the parties. The parties agree to seek to resolve any enforcement issues through alternative dispute resolution, mediation or arbitration in accordance with Section VI of this Easement prior to filing a legal action other than for injunctive relief in a court of competent jurisdiction.
- C. Reimbursement of Costs of Enforcement. In the event that an event or circumstance of noncompliance with the Easement is corrected through negotiation and voluntary compliance, each party shall bear its own costs of dispute resolution. In the event that a dispute is resolved through arbitration or judicial enforcement and the decision-maker determines that: (i) the Easement has been breached, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including reasonable costs incurred in investigating any non-compliance and securing its correction, and arbitrators or court costs (in the case of injunctions), reasonable attorneys' fees and any other payments ordered by such decision-maker; or (ii) this Easement has not been breached, and the decision-maker finds that the claim of breach was not warranted, then the Grantee shall reimburse the Grantor for any reasonable costs of defending such action, including confirmation of compliance, arbitrators or court costs and reasonable attorneys' fees and any other payments ordered by such decision-maker. In all other circumstances, each party shall bear its own costs of dispute resolution. If at any time the Grantor or the Grantee is the State of Maine, the State of Maine shall not be required to comply with the provisions of this paragraph C.

- D. Grantee's Disclaimer of Liability. By its acceptance of this Easement, Grantee does not undertake any liability or obligation relating to the condition of the Property.
- E. Non-Waiver. The manner and timing of the enforcement of the terms of this Easement shall be at the reasonable discretion of Grantee, and any forbearance by Grantee to exercise rights under this Easement shall not be deemed or construed to be a waiver of such rights.
- F. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including without limitation fire, flood, storm and earth movement, changes in climatic condition, government action or failure to act, insect infestation, disease, acid rain or other airborne pollutants introduced into the atmosphere by third parties, third party trespass, or actions of the public acting not within the scope of permitted recreational activities, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes. The parties further agree to work together to remedy third party violations through legal or equitable relief. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against Grantor for any injury to or change in the Property or any injury to any person or property resulting from the actions of Grantee or resulting from the actions of any person whose presence on the Property arises out of their relationship with the Grantee.

VIII. ACCESS

Consistent with Section III C, this Easement requires Grantor to permit access by the public to the Property for Recreational Uses as set forth in Section III C, through the programs and policies of Grantor and subject to limitations imposed by Grantor in order to protect the conservation values of the Property and the Purposes of this Easement. The Easement does not grant the general public or any other person any right to enter upon the Property for purposes other than those listed in Section III C, except that there is hereby granted to Grantee and Grantee's respective representatives the right to enter the Property when:

- (1) inspecting the same to determine compliance and consistency with the terms of this Easement; and
- (2) enforcing the terms of this Easement; and
- (3) taking any and all actions with respect to the Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof.
- (4) with prior notice and approval of Grantor, conducting field trips, research and outdoor educational opportunities, so long as such activities do not negatively impact the ecological health of the property or the Purpose of this Easement.
- (5) with prior notice and approval of Grantor, installing signs to the effect that this property is protected by a Conservation Easement; any signs will be subject to the Management Plan process and will be designed and constructed in such manner that minimizes their impact to the wild nature of the Property.

VIX. EXTINGUISHMENT

- A. Grantee's Receipt of Property Right

Grantor and Grantee agree that the granting of this Easement gives rise for purposes of this paragraph to a real property right, immediately vested in the Grantee.

B. Value of Grantee's Property Right

The real property rights arising from the granting of this Easement have a fair market value that is equal to the proportionate value that the parties agree this Easement determined at the time of the conveyance bears to the value of the unrestricted Property at that time (the "Proportionate Value". The Proportionate Value will be agreed to by the parties, set forth and maintained with the Baseline Documentation, and shall remain constant.

C. Right of Grantee to Recover Proportionate Value at Disposition

If any occurrence ever gives rise to extinguishment or other release of this Easement under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds equal to the Proportionate Value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds and provided, that any payment required under the LMF Project Agreement to the State of Maine as a result of such disposition shall first be paid from the portion of the proceeds payable to the Grantor and if insufficient, from the proceeds payable to Grantee.

D. Grantor/Grantee Cooperation Regarding Public Action

If ever all or any part of the Property or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

E. Allocation of Expenses upon Disposition

All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor, the Grantee, in shares equal to the Proportionate Value, provided, that any payment required under the LMF Project Agreement to the State of Maine as a result of such disposition shall first be paid from the portion of the proceeds payable to the Grantor and if such funds are insufficient, from the proceeds payable to Grantee.

F. Continuing Trust of Grantee's Share of Proceeds of Easement Disposition

The Grantee shall use Grantee's share of the proceeds in a manner consistent with the Purposes of this Easement.

X. LIMITATION ON AMENDMENT

If owing to unforeseen or changed circumstances Grantor and Grantee agree that an amendment to, or modification of this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement under the following circumstances. The amendment shall be consistent with the Purposes of this Easement, and shall enhance protection of or further clarify, but not impair, the conservation values protected by this Easement. The amendment shall not affect the qualification of this Easement to or the status of the Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections of the General Laws of Maine, and in particular Title 33 Maine Revised Statutes Annotated Section 476 et seq., and the Uniform Conservation Easement Act as enacted nor shall the amendment affect its perpetual duration. All state laws regarding

amendments of easements will be followed. Proposed amendments may be evaluated according to the general procedures outlined in Exhibit C Guiding Principles for Amendments.

Under no circumstances shall any additional residential, recreational, industrial or commercial structures or any industrial or commercial activities be allowed. Nor shall any commercial recreational activities that could be deemed more than *de minimis*, not otherwise allowed herein, be allowed on the Property. Any such amendment shall be recorded at the Washington County Registry of Deeds, after all approvals required by law have been obtained.

X. ASSIGNABILITY

A. Running of the Burden

The burdens of this Easement shall run with the Property in perpetuity, and shall be enforceable against Grantor and the successors and assigns of Grantor holding any interest in the Property.

B. Execution of Instruments

Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement; Grantor on behalf of Grantor and all successors and assigns appoint Grantee as attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, Grantor and all successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Easement shall be in gross and shall not be assignable by Grantee, except in the following instances and from time to time:

- (1) If Grantee (i) shall cease to exist, (ii) determines, in its sole discretion, that it is unable to discharge the responsibilities of holder of the conservation easement, (iii) is no longer able to discharge the responsibilities of holder of the conservation easement, as determined by the State of Maine Department of Conservation at the request of the Grantor, or (iv) wishes to transfer the conservation easement to another entity, the easement shall be so transferred to a conservation organization acceptable to Grantor (such approval not to be unreasonably withheld) which is operated primarily to accept land and conservation easements for the purpose of preserving and protecting natural, scenic, educational, recreational and open space values of real property, including the Downeast Lakes region of Maine;
- (2) As a condition of any assignment, the Grantee shall require that the Purposes of this Easement continue to be carried out;
- (3) The assignee(s), at the time of assignment, shall qualify under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Maine Law is an eligible donee(s) to receive this Easement directly;
- (4) Grantee and Grantor shall obtain the prior written approval of New England Forestry Foundation, Inc., the Regional Director of the United States Fish and Wildlife Service and the State of Maine to the assignment and the assignee entity; and

(5) Notwithstanding anything to the contrary herein, the Grantee may assign its interest in this Easement to the Grantor or New England Forestry Foundation, Inc. without prior consent, provided, however, that if the assignment is to the Grantor, the fee interest in the Property shall be simultaneously conveyed to New England Forestry Foundation, Inc., except that if New England Forestry Foundation, Inc. then holds fee title to the Property, then the assignment of the easement shall be to another organization meeting the requirements of subsections C(1)(iv) and C(2), (3) and (4) above, and provided further that both the Grantor and the assignee agree to such assignment and provided that such assignment would not lead to merger of title.

XI. SUBSEQUENT TRANSFERS:

Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property.

XII. NOTICE OF PROPOSED TRANSFER OF PROPERTY OR INTEREST:

Grantor agrees to promptly notify Grantee in writing of any proposed transfer or sale of the Property or any interest in all or a portion of the Property and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners or interest holders prior to any closing or transfer.

XIII. ESTOPPEL CERTIFICATES:

Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of the Grantor contained in this Easement.

XIV. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally with a written receipt or sent by first class mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor:

Downeast Lakes Land Trust
Attn: Executive Director
PO Box 75
Grand Lake Stream ME 04637

To Grantee:

New England Forestry Foundation, Inc.
Attn: Executive Director
32 Foster Street
P.O. Box 1346
Littleton, MA 01460

XV. EFFECTIVE DATE:

This Easement shall be effective when Grantor and Grantee have executed it, and it has been recorded.

XVI. RECORDATION:

Grantee shall record this instrument in timely fashion in the official records of Washington County Registry of Deeds.

XVII. GENERAL PROVISIONS

A. Controlling Law.

The interpretation and performance of this Easement shall be governed by the laws of the State of Maine.

B. Liberal Construction.

Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purposes of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability.

If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

D. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

E. Successors; Authorized Parties.

The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefits 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. Whenever a right is reserved to the Grantor under this Easement, the use of the term "Grantor" shall permit such right to be exercised by the Grantor's authorized agents, contractors, and employees. Whenever a right is granted under this Easement to the Grantee, the use of the term "Grantee" shall permit such right to be exercised by the Grantee's authorized agents, contractors, employees and invitees.

TO HAVE AND TO HOLD unto Grantee, and the successors and assigns of Grantee, forever.

[SIGNATURES ARE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the day and year first above written.

Executed under seal this 17th day of December, 2004.

Downeast Lakes Land Trust

By: *Stephen J. Schaefer*
Stephen Schaefer
Its: President

SEAL

STATE OF MAINE
COUNTY OF ~~KENNEBEC~~
WASHINGTON

Then personally appeared before me the above-named Stephen Schaefer, President of Downeast Lakes Land Trust, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and that of the Downeast Lakes Land Trust.

Witness my signature and seal of office on this the 17th day of December, 2004.

William B. Talbot Jr.
Attorney at Law/Notary Public
Printed Name: William B. Talbot Jr.

ACCEPTANCE OF GRANT

The above Conservation Easement is accepted this _____ day of December, 2004. By acceptance and recording of this Conservation Easement, the Grantee agrees for itself, its successors and assigns, to be bound by and to enforce the provision hereof and assumes the rights and responsibilities herein provided for and incumbent upon Grantee.

NEW ENGLAND FORESTRY FOUNDATION, INC.

By: _____
Timothy A. Ingraham
Its: President

STATE OF MAINE
COUNTY OF KENNEBEC

Then personally appeared before me the above-named Timothy A. Ingraham, President of New England Forestry Foundation, Inc., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and that of the New England Forestry Foundation, Inc.

Witness my signature and seal of office on this _____ day of December, 2004.

Attorney at Law/Notary Public
Printed Name:

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the day and year first above written.

Executed under seal this _____ day of December, 2004.

Downeast Lakes Land Trust

By: _____
Stephen Schaefer
Its: President

STATE OF MAINE
COUNTY OF KENNEBEC

Then personally appeared before me the above-named Stephen Schaefer, President of Downeast Lakes Land Trust, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and that of the Downeast Lakes Land Trust.

Witness my signature and seal of office on this the _____ day of December, 2004.

Attorney at Law/Notary Public
Printed Name:

ACCEPTANCE OF GRANT

The above Conservation Easement is accepted this ____ day of December, 2004. By acceptance and recording of this Conservation Easement, the Grantee agrees for itself, its successors and assigns, to be bound by and to enforce the provision hereof and assumes the rights and responsibilities herein provided for and incumbent upon Grantee.

NEW ENGLAND FORESTRY FOUNDATION, INC.

By: Timothy A. Ingraham
Timothy A. Ingraham
Its: President

STATE OF ~~MAINE~~ MASSACHUSETTS
COUNTY OF ~~KENNEBEC~~ ESSEX

Then personally appeared before me the above-named Timothy A. Ingraham, President of New England Forestry Foundation, Inc., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and that of the New England Forestry Foundation, Inc.

Witness my signature and seal of office on this 17th day of December, 2004.

Duncan D. Clark
Attorney at Law/Notary Public
Printed Name: DUNCAN D CLARK

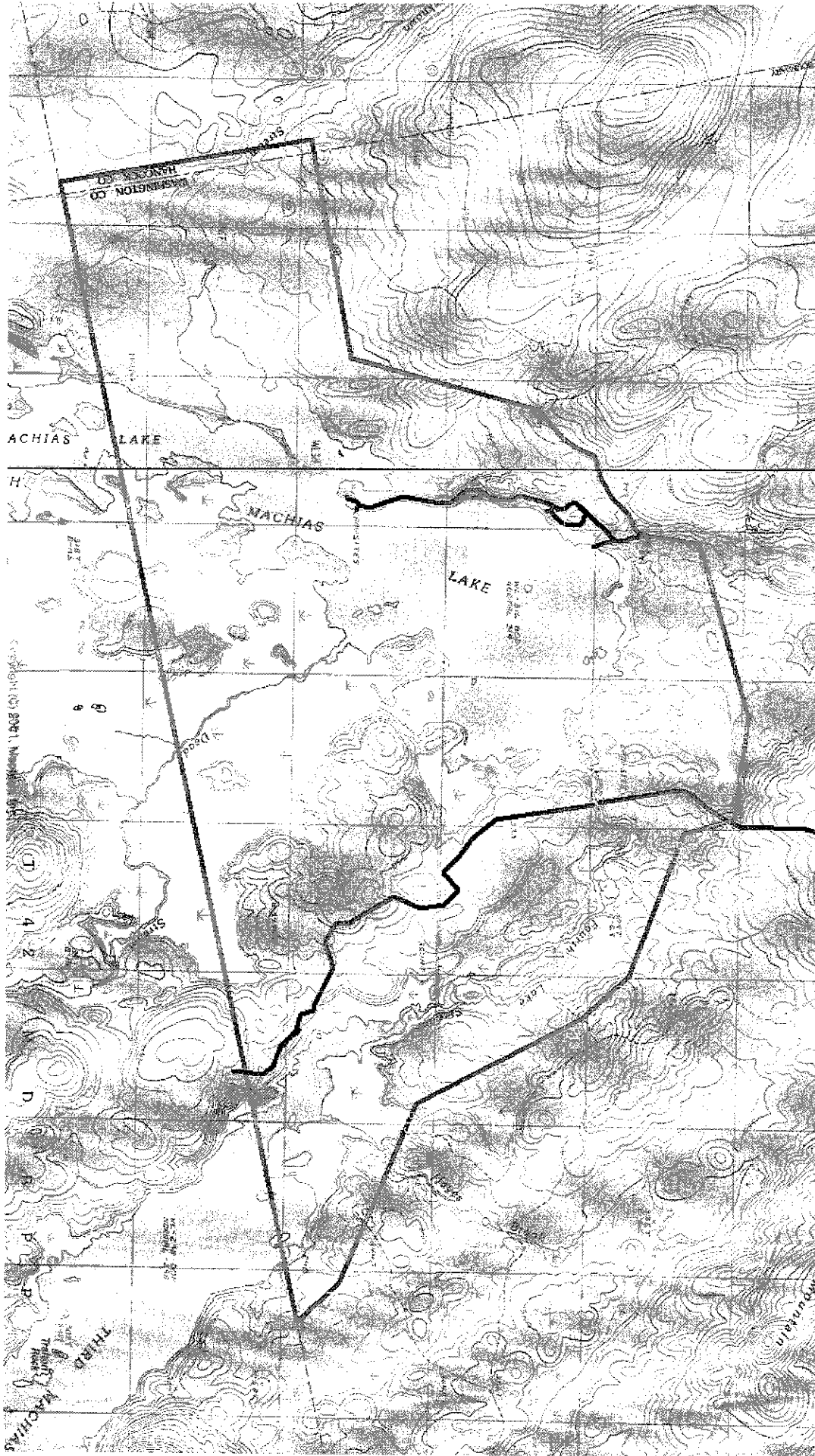
SEAL

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

A certain lot or parcel of land located adjacent to the southerly line of T5ND BPP in T5ND BPP, County of Washington, and State of Maine bounded and described as follows: Beginning at the southwesterly corner of said township and on the County line between Hancock and Washington Counties; thence N 8° E along the westerly line of T5ND BPP five thousand five hundred ninety (5590') feet, more or less, to an iron rebar set into the ground; thence S 83° E four thousand eight hundred eighty-three (4883') feet, more or less, to an iron rebar driven into the ground; thence N 33° E four thousand three hundred five (4305') feet, more or less, to an iron rebar driven into the ground on the easterly sideline of a gravel road; thence northeasterly by and along the easterly sideline of said gravel road three thousand six hundred forty-five (3645') feet, more or less, to an iron rebar driven into the ground on the easterly sideline of said road; thence N 27° E one thousand two hundred ninety-three (1293') feet, more or less, to an iron rebar driven into the ground; thence S 88° E three thousand nine hundred seventy-two (3972') feet, more or less, to an iron rebar driven into the ground; thence S 65° E two thousand two hundred eighty-six (2286') feet, more or less, to an iron rebar driven into the ground; thence S 2° W one thousand one hundred forty-nine (1149') feet, more or less, to an iron rebar driven into the ground; thence S 51° E three thousand three hundred sixty-three (3363') feet, more or less, to an iron rebar driven into the ground; thence S 24° E one thousand one hundred eighty-nine (1189') feet, more or less, to an iron rebar driven into the ground; thence S 10° E four thousand sixty (4060') feet, more or less, to an iron rebar driven into the ground; thence S 49° E four thousand three hundred fifty-two (4352') feet, more or less, to an iron rebar driven into the ground; thence S 26° E one thousand twenty-four (1224') feet, more or less, to an iron rebar driven into the ground on the southerly line of T5ND BPP and the northerly line of T42MD BPP; thence N 84° W along said town line twenty-five thousand six hundred twenty-nine (25629') feet, more or less, to the point of beginning.

Together with certain islands conveyed to the within named Grantor by deed of Typhoon LLC located in 4th Machias Lake, which have an approximate acreage of ten acres. Containing four thousand six hundred forty-three (4643) acres, more or less.

Excepting from the above described Property the following areas: water in 4th Machias Lake of 954 acres; water in 3rd Machias Lake of 89 acres; water in 4th Lake Stream of 31 acres; an unnamed pond of approximately three acres; and four lots on 4th Machias Lake comprising together approximately 6 acres described in the following deeds recorded in the Washington County Registry of Deeds: deed from Wagner Timber Partners, LLC to David C. Tobey and Deborah Tobey dated August 10, 2001, recorded in Book 2548, Page 121; deed from Georgia-Pacific Resins, Inc. to Edward A. Renaud and Donna D. Renaud dated February 24, 1992 recorded in Book 1783, Page 253; deed from Georgia-Pacific Resins, Inc. to Elliott F. Whitely dated February 22, 1994 recorded in Book 1923, Page 205; and deed from Wagner Timber Partners, LLC to Lyman Brownell dated January 16, 2000 recorded in Book 2497, Page 278. These exceptions from the above-described Property total one thousand eighty-three (1083) acres, resulting in an approximate acreage of the Property described in this Exhibit A of three thousand five hundred fifty (3560) acres.



The Property subject to the Conservation Easement is outlined in black. Roads in the interior of the Property governed by the terms of Exhibit D, Reserved Rights Zone, are also shown as black lines.

EXHIBIT A-1: ECOLOGICAL RESERVE CONSERVATION EASEMENT

EXHIBIT A-2: Ecological Reserve Conservation Easement
Reserved Rights Zone

The Reserved Rights Zone are shown as black lines within the interior of the Property. The illustrated roads by 4th Machias Lake (left) and the 4th Stream Lake Road (right) going south to the stream crossing were digitized in November 2004 by Kevin Caldwell of the Sweet Water Trust using a Garmin GPS 76S handheld unit and uploaded into the Maptech Terrain Navigator program, edition 3.0. The wire line trail south of the stream is depicted based on the USGS contour map; the southern 1000' foot section (estimated) of the trail was digitized based on airphoto as it is not illustrated on the USGS map.

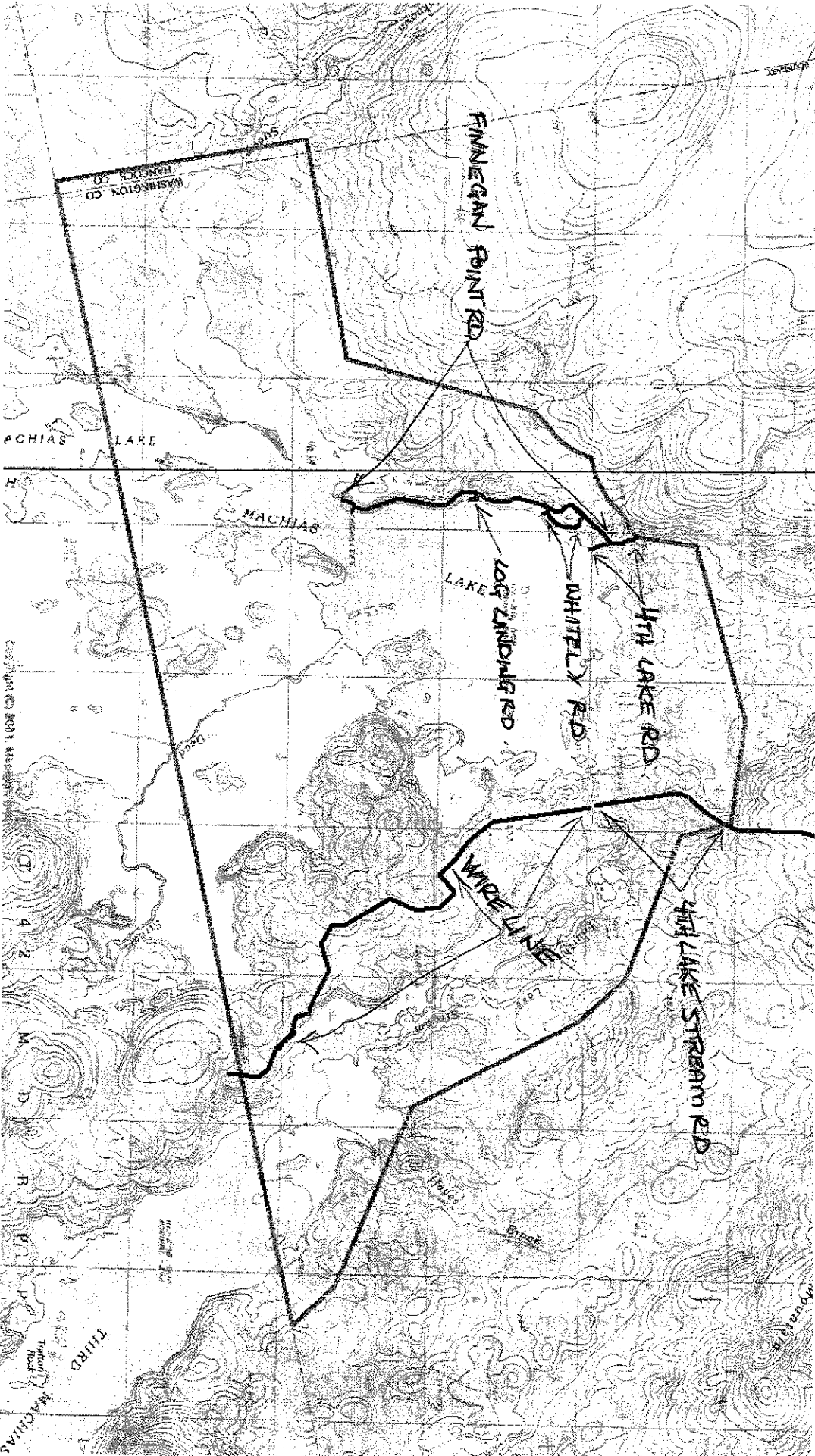


EXHIBIT B

GUIDING PRINCIPLES FOR MANAGEMENT PLAN

A. The Plan should be prepared by the Grantor in consultation with one or more qualified conservation scientists (for example, a conservation biologist, wildlife biologist, forest ecologist or restoration ecologist) and local community input, with the depth of inquiry and detail of the Plan appropriate to the proposed activity or activities on the Property and any ecological disturbance that might occur as a result of the proposed activity or activities. The Plan shall be based upon the initial Plan described in Section IV of the Easement. The Plan may consider the surrounding landscape context of the Property as well as the Property itself.

B. The Plan shall include:

1. An Ecological Assessment and Inventory (EAI) as defined in Section I (Definitions).
2. Overall goals and measurable steps to achieve goals and monitor impacts.
3. Proposed actions and uses of the Property, and the expected effect on the Property's Ecological Integrity, including what will or may happen if the proposed actions occur; and what will or may happen if the proposed actions do not occur.
4. Measures needed to protect the Ecological Integrity of the Property during the course of the proposed actions and uses.
5. Specific procedures that the Grantor and Grantee will use to evaluate the progress toward and success of the overall goals and appropriate time frames for actions.

C. The Grantor shall undertake a review and update of the then current Plan at least every ten (10) years (the "Plan Update"). The Plan Update shall describe naturally occurring changes in the Property and any ongoing monitoring and research regarding the condition of the Property, including any advancements in scientific understanding that result from such monitoring and research. The Plan Update shall also describe the existing uses of the Property by the Grantor and those accessing the Property through the programs and policies of the Grantor, including the recreational uses of the Property. Although the Grantor shall be obligated to provide a Plan Update every ten years, the Grantor may, but need not prepare a new Plan, if no material and extensive changes have occurred in the Grantor's management of the Property.

D. As set forth in Section III of this Easement appropriate management actions to carry out the Purposes of this Easement might include ecological restoration, rare species or natural community management and control of over-abundant species, or the careful accommodation of permitted recreational activities on the Property. Any such actions that the Grantor wishes to undertake or to permit third parties to undertake on the Property and which are not described in the initial Plan or any Plan Update shall be described in an amendment to the then current Plan (a "Plan Amendment"). For example, if the Grantor deems it necessary to take any actions to protect or restore the Property's Ecological Integrity as defined in Section II (Purposes), or to accommodate recreational uses of the Property as permitted in Section III C (Grantor's Reserved Rights; Permitted Uses; Exceptions to Otherwise Prohibited Acts and Uses), or to allow an exception to otherwise prohibited activities as set forth in Section V (Discretionary Consent), below, which are not described in the then current Plan, Grantor shall prepare an amendment to the Plan.

E. The Grantor shall provide any Plan Update or any Plan Amendment to the Grantee in a timely manner and with sufficient information to enable all parties to determine if the proposed Plan Amendment or Plan Update is consistent with the Purposes of this Easement.

F. Before providing written notice of approval, approval with conditions, or a decision not to approve the Plan Update or any Plan Amendment, the Grantee may seek any expert advice necessary in determining if the Management Plan supports the Purposes of the Easement and the ecological and other values documented in the Recitals.

G. If approval is not given, the Grantee should document the reasons. The Grantor may then address any concerns and re-submit the request, if applicable. Except to the extent an activity or use is expressly permitted by or reserved in the Easement, no action described in the Plan Update or any Plan Amendment that is not currently described in the then current Plan shall commence without written approval by the Grantee.

H. All notices should be in writing delivered by registered mail, return receipt requested, or in person with a written receipt received.

I. The Grantee shall be given at least sixty (60) days to approve a Plan Update or Plan Amendment. Within thirty (30) days of receiving the Plan Update or Plan Amendment, the Grantee will notify the Grantor as to whether there is sufficient information to complete a review. The sixty (60) day review period begins once the Grantee has sufficient information.

J. Should the Grantee, after a good faith effort, require more than the time allotted for a given review, an extension shall be granted within reason. Any such extension shall be mutually agreed upon. If the parties do not agree, the extension period shall be for thirty (30) days. Failure of the Grantee to respond in any way within ninety (90) days shall constitute approval. Approval shall not be unreasonably withheld.

K. Any override of an otherwise prohibited activity is for the time period specified in the Plan only, must be consistent with the Section V, Discretionary Consent, and should not be deemed or construed to be a permanent waiver of that prohibition.

L. Nothing in the Plan shall give the Grantor and/or Grantee the right or power to agree to any activity that runs counter to the Purposes of the Easement or that would result in the Easement's termination, nor to allow any residential, commercial or industrial structures or activities, road building (except as permitted within the Reserved Rights Zone described in Exhibit D) or removal of gravel, mineral or other natural resources.

M. If monitoring by the Grantee or Grantor indicates that an activity allowed by the Plan is adversely impacting the Ecological Integrity of the Property, unless the activity is a reserved right of the Grantor under Section III of the Easement, the Grantee may request the Grantor to cease and suspend or request others to cease and suspend such activity until such a time as the impacts can be corrected and a future occurrence prevented. An evaluation committee, consisting of a representative of each party and a mutually agreed upon expert in an appropriate field of conservation science, should be formed to carefully review the situation. The evaluation committee shall then make recommendations as to (a) what, if any, remedial actions need to be undertaken; (b) how the adverse impacts can be prevented in the future; and (c) whether the activity is still appropriate. It will be the responsibility of the Grantor to implement the recommendations of the evaluation committee; provided, however, that if Grantor disagrees with the recommendations of the evaluation committee, the Grantor may seek resolution of the dispute in accordance with Section VI of the Easement and shall not be required to implement the recommendations

until such dispute is resolved by the parties or adjudicated in accordance with Section VII Legal Remedies.

N. The parties shall resolve any dispute that arises in connection with the preparation or approval of the Plan or compliance with this Exhibit B in accordance with the provisions of Section VII of this Easement.

EXHIBIT C

GUIDING PRINCIPLES FOR AMENDMENTS

Easement provisions should be considered unchangeable when they are being negotiated. If owing to unforeseen or changed circumstances, however, Grantor and Grantee agree that an amendment to, or modification of this Easement might be appropriate, any proposed amendment will be evaluated according to the procedures outlined herein.

Consult appropriate experts or scientists to determine if the proposed amendment creates any detriment to the conservation values protected by the Easement. After a thorough review, a written evaluation will be made as to whether the proposed changes, in any way, would diminish the overall goals and objectives of the original easement. Using that written evaluation, Grantee will determine if the proposed amendment would diminish the easement or in any way be detrimental to the conservation values protected by it, in which case the proposed amendment should be denied.

If it is determined that the original goals and objectives and the conservation values will not be diminished by the proposed amendment, then ask an attorney and an appraiser to help determine if the proposed amendment might entail a financial value that could create a private inurement issue. Does the proposed amendment increase the property value by restoring rights that the original easement prohibited, creating an ethical and perhaps an IRS issue?

Whether or not an income tax deduction was taken for the original easement, the restrictions of the easement are "assets" of the land trust and cannot be given away to a private party. The amendment should not result in value going back to the Grantor. However in the event that the conservation easement and protection afforded by the easement is strengthened (i.e. more land is protected) but there is some financial benefit to the Grantor, then the amendment could be approved if an exchange of equal or better conservation and financial value would be provided to off-set the financial benefit to the Grantor. This requires an appraisal of the financial and conservation values to ensure that what the land trust receives is the equivalent or better than the right given away. However, this transaction must not be a purchase back of any extinguished right.

A lawyer must make a determination that the proposed amendment complies with applicable state laws, including the state's enabling legislation for conservation easements.

Finally, all parties that need to be part of the decision-making process, or signatories (i.e. the Grantor, and co-holders, committees, the Board, funders, agencies, regulatory boards, banks or mortgage holders, third party beneficiaries, etc.) must be consulted before any determination can be made.

EXHIBIT D

RESERVED RIGHTS ZONES

- A) The following described areas, the locations of which are generally delineated on the sketch map attached hereto as Exhibit A-2, shall constitute, and are collectively referred to in this Easement as, the "Reserved Rights Zone" (hereinafter, the "Reserved Rights Zone"):
- a. A one hundred (100) foot buffer area measured fifty (50) feet from either side of the center-line of the Finnegan Point Road, Whitely Camp Road, Fourth Lake Road and Fourth Lake Stream Road;
 - b. A fifty (50) foot buffer area measured twenty five (25) feet from either side of the center-line of the Log Landing Road;
 - c. A one hundred (100) foot buffer area on the westerly side of the Finnegan Point Road measured one hundred (100) feet from the center-line of the Finnegan Point Road and extending one hundred (100) feet in a southerly direction from the junction of the Finnegan Point Road with the center-line of the Log Landing Road and one hundred (100) feet in a northerly direction from the junction of the Finnegan Point Road with the center-line of the Log Landing Road.
- B) Grantor reserves the right to maintain, replace and relocate the primitive class 5 Fourth Lake Road within the Reserved Rights Zone in its current classification. The parties acknowledge that Fourth Lake Road provides pedestrian and vehicular access on and across the Property to four privately owned properties that are not subject to the Easement (the "Private Camps"). The Private Camps lie on the north end of Fourth Machias Lake, in aggregate, comprise approximately 5 acres, are all currently used as seasonal camps, and share boundaries with the Property. Three of the properties are located on the northwestern shore of Fourth Machias Lake including the Tobey Camp (MA WA 016 Plan 1 Lot 66; 0.68 acres), the Whitely Camp (Lot 2.4; 2.12 acres), and the Renaud Camp on the end of Finnegan Point (Lot 10; 2.1 acres). A fourth parcel, located on a peninsula south of the outlet of Fourth Machias Lake, is owned by L. Brownell (Lot 60; 0.65 acre), and appears to be accessible only by water. In addition, a public boat access point to Fourth Machias Lake lies adjacent to the Tobey Camp (the "Public Boat Access") on land that is not subject to this Easement. The parties further acknowledge that this area of the Property contains the only serviceable road within the Property, which provides access to the Private Camps and the Public Boat Access. No commercial timber harvesting is allowed in the Reserved Rights Zone. This Easement shall not be construed to limit the rights of the owners or lessees of the Private Camps or members of the public from pedestrian or vehicular access to the Private Camps or the Public Boat Access on and over the Fourth Lake Road.
- C) Grantor reserves the right to maintain, replace and relocate the primitive class 6 Fourth Lake Stream Road within the Reserved Rights Zone in its current classification for emergency purposes only. Maintenance and or retirement of said road may, but need not, be considered by Grantor as part of any Management Plan.
- D) Grantor reserves the right to maintain, replace and relocate the Class 5 Finnegan Point Road and Whitely Camp Road within the Reserved Rights Zone in their current classification. This Easement shall not be construed to limit the rights of the owners or lessees of the Private Camps or members of the public from pedestrian or vehicular access to the Private Camps or the Public Boat Access on and over the Finnegan Point Road and Whitely Camp Road.

- E) The parties acknowledge that during months that Fourth Machias Lake is passable by snowmobiles the Property is accessed by the public for snowmobile use, which is primarily confined to the "Wire Line" between Fourth Machias Lake and Third Machias Lake. (By "Wire Line" the parties refer to the wire that ran between the Fourth Machias Lake Forestry Camp and Washington Bald Mountain.) The parties agree that Grantor need not take any action to prohibit such use of such road for such use.
- F) If timber is cut to accomplish road maintenance, replacement and relocation within the Reserved Rights Zone, Grantor may trade or barter such timber to a contractor carrying out such activities as payment for services, or may sell such cut timber to a contractor, provided that such road maintenance activities shall have been described in an approved Management Plan and any funds received for any timber cut in excess of the cost of services shall be used for Grantor's management of the Property.

Received
Recorded Register of Deeds
Dec 21, 2004 02:39:42P
Washington County
Sharon D. Strout

**CONSERVATION EASEMENT
No. 5 Mountain Preserve**

This **DEED OF CONSERVATION EASEMENT** is made this 22nd day of July, 2011.

THE NATURE CONSERVANCY, a Washington, D.C. non-profit corporation, with an address of 4245 North Fairfax Drive, Arlington, Virginia 22203, and a Maine Office at 14 Maine Street, Suite 401, Brunswick, Maine 04011 (hereinafter referred to as the "Grantor," which word is intended to include and bind, unless the context clearly indicates otherwise, the above named Grantor, its successors and assigns) for consideration being an absolute and unconditional gift

GRANTS to the

FOREST SOCIETY OF MAINE, a non-profit corporation organized and existing under the laws of the State of Maine, and qualified to hold conservation easements pursuant to Title 33 M.R.S. Sections 476 (2)(B), et seq., as amended, and Internal Revenue Code Section 170(h)(3) with a mailing address of 115 Franklin Street, 3rd Floor, Bangor, Maine 04401 (hereinafter referred to as the "Holder," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns), with QUITCLAIM COVENANT, in perpetuity, the following described Conservation Easement on land hereinafter referred to as the "Protected Property", as described in Exhibit A and as shown on the map in Exhibit B, each of which is attached hereto and made a part hereof by reference (the "Conservation Easement"). It is the intent of Grantor and Holder that the common boundary lines of the Protected Property with Plum Creek Maine Timberlands, L.L.C. shall be finally delineated on the ground by agreement between Grantor, Holder and Plum Creek Maine Timberlands, L.L.C. In the event of a conflict between the descriptions of the Protected Property contained in Exhibit A or B, or any survey that may be conducted in the future, and the common boundary lines of the Protected Property with the adjoining land of Plum Creek Maine Timberlands, L.L.C. as marked on the ground pursuant to a boundary line agreement by and among Grantor, Holder and Plum Creek Maine Timberlands, L.L.C., the boundary lines as marked on the ground shall control. During the interim period until the common boundaries between Grantor and Plum Creek Maine Timberlands, L.L.C. have been marked on the ground, as between Grantor and Holder, the boundaries as shown on Exhibit B shall be deemed the boundaries of the Protected Property for purposes of monitoring and enforcement.

PURPOSE

The purpose of this Conservation Easement is to provide a significant public benefit by protecting in perpetuity the Conservation Values of the Protected Property. This Conservation Easement is established exclusively for conservation purposes consistent with the provisions of the Internal Revenue Code as amended at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c).

RECITALS

WHEREAS, the Grantor is the owner in fee simple of certain real property, hereinafter called the "Protected Property", which has ecological, scientific, educational, and aesthetic value in its present state as a natural area;

WHEREAS, the Protected Property, after excluding the surface area of Great Ponds which are not included as part of the Protected Property, consists of approximately 9,922.6 acres, which the Grantor and Holder agree will be managed for the long-term protection of the native plant and animal life and other natural resources found therein and consistent with the concepts of an ecological reserve;

WHEREAS, the Protected Property includes a diversity of intact natural habitats, including two exemplary natural communities ranked by the Maine Natural Areas Program (MNAP), a Spruce-Fir-Northern Hardwood forest on the slopes of No. 5 Mountain that contains one of the largest areas of mature unroaded hardwood forests in western Maine, and a Rock Outcrop Ecosystem on the summit of No. 5 Mountain; the Protected Property also includes important areas of jack pine forest that complement a MNAP ranked jack pine forest community on adjacent lands;

WHEREAS the Protected Property contains Tobey Ponds Number One, Two and Three as well as Boulder Pond which are listed as Heritage Brook Trout Ponds;

WHEREAS, the Protected Property is a predominantly forested land area of significant breadth and diversity, with outstanding natural resources, including diverse wildlife and plant habitat, sizeable forests of high quality, productive soils, subalpine forests and rock outcrops, wetlands, streams, remote ponds, and other water bodies, and unique natural features, and qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 U.S.C. § 170(h)(4)(A)(ii), as amended, and in regulations promulgated there under;

WHEREAS, the conservation of the Protected Property through the protection of significant recreational, wildlife and ecological areas and other conservation values will significantly add to the protected and conserved lands in the State of Maine;

WHEREAS, the preservation of the Protected Property forms an extensive buffer along the Moose River Bow Canoe Trip, one of the most popular youth and family canoe paddling and camping trips in Maine, and includes the trail to the summit of No. 5 Mountain;

WHEREAS, the easement will protect opportunities for scenic and recreational enjoyment by the general public and will yield a significant public benefit, specifically by providing backcountry recreational opportunities and scenic enjoyment to the citizens of the State of Maine;

WHEREAS, the Protected Property abuts the Maine Department of Conservation's Holeb Ponds unit and Moose River No. 5 Bog Ecological Reserve;

WHEREAS, it is the Grantor's intent that, through this Conservation Easement, further development of the Protected Property shall be limited;

WHEREAS, the State of Maine has authorized the creation of conservation easements pursuant to Maine Revised Statutes Annotated, Title 33, Section 476-479-C, as amended and Grantor and Holder wish to avail themselves of the provisions of that law;

NOW, THEREFORE, in consideration of the foregoing and for the benefit of the general public, the Grantor and the Holder have established this Conservation Easement on, over and across the Protected Property, consisting of the following terms, conditions, restrictions, and affirmative rights granted to the Holder, which shall run with and bind the Protected Property in perpetuity.

1. DEFINITIONS

1.1 Baseline or Baseline Documentation Report: Means the baseline documentation report prepared pursuant to Section 4.

1.2 Conservation Values: Means each and all of the following values associated with the Protected Property:

1.2.1 Natural Ecological Values. The condition of the Protected Property as a biologically diverse landscape substantially natural in character with natural ecological processes functioning with minimal interference or manipulation from human activity and available to serve as a site for ongoing scientific research, long-term environmental monitoring, and education;

1.2.2 Landscape-Scale Forestland Values. The condition of the Protected Property as healthy, diverse in age and biology, forested land area substantially natural in character and offering wilderness values;

1.2.3 Aquatic Resources and Wetland Values. The Protected Property's diverse and extensive bogs, wetlands, rivers, streams, lakes, ponds, and other aquatic habitats, including fisheries habitats, their water quality, undeveloped shorelines and riparian areas, and the ecological values and processes of these areas;

1.2.4 Wildlife, Plant, and Natural Community Values. The Protected Property's diverse and extensive wildlife, plant, forest, and other terrestrial habitats, including habitats of rare, threatened, and endangered flora and fauna, other significant fish and wildlife habitats, natural communities, and the ecological values and processes of these areas;

1.2.5 Recreational Values. The diverse and extensive opportunities on the Protected Property for outdoor recreational use by the public in a manner that is consistent with protecting the other Conservation Values of the Protected Property; and

1.2.6 Other Values. The unique historic, cultural, archaeological, geological, scientific, or educational sites on the Protected Property and the attributes and resources of those sites.

1.3 Holder's Stewardship Endowment: means funds transferred by Grantor to Holder to support Holder's stewardship oversight program and managed in accordance with an agreement made part of the Baseline Documentation Report.

1.4 Management Plan or Plan: means the plan outlining various activities on the Protected Property prepared pursuant to Section 5.

1.5 Parties: means all signatories to this Conservation Easement and their successors and/or assigns.

1.6 **Protected Property:** means land located in T6/R7 BKP WKR Appleton Township, T5/R7 BKP WKR Raytown Township, and T4/R7 BKP WKR Bradstreet Township, Somerset County, Maine as described in Exhibit A and shown on the map in Exhibit B.

2. **GRANTOR'S RIGHT, TITLE AND INTEREST IN THE PROTECTED PROPERTY.**

The Grantor reserves all right, title and interest in and to the Protected Property, other than those specific rights granted to the Holder, including those reserved rights specifically described in this Conservation Easement.

3. **PERMITTED USES OF THE PROTECTED PROPERTY.**

3.1 Public Recreational Use. It is the intent of the Grantor to allow public use of the Protected Property for recreational activities, including but not limited to the following: hiking, cross-country skiing, hunting, fishing, and camping, insofar as such activities are consistent with the Purposes of this Conservation Easement. Notwithstanding the foregoing, nothing contained herein should be construed as granting the general public a right of access to all or any portion of the Protected Property for any purpose whatsoever or to obligate the Grantor at any time to provide such access. The Grantor reserves the right to establish rules and to manage recreational activities on the Protected Property, and it is the responsibility of the Grantor, not the Holder, to manage recreational activities on the Protected Property. The Grantor will address recreational use of the Protected Property and the management of those activities within the Management Plan for the Protected Property. Nothing herein shall prohibit or limit the Grantor from charging commercial or private recreational use fees to recover costs associated with managing the Protected Property.

It is the intent of the Grantor to provide advance notice to the Holder if it intends to significantly or permanently limit public access on and across all or a portion of the Protected Property.

3.2 Construction and Maintenance of Trails, Minor Recreational Structures and Campsites. Construction and maintenance of pedestrian trails are permitted provided that the impact on the Conservation Values is minimal and such trails are consistent with the Purpose of this Conservation Easement. Minor structures associated with permitted recreational uses that are allowed include, but are not limited to, trail improvements such as trail markers, signs, steps, water bars, foot bridges, platforms, railings, small unlighted informational and interpretive signs, registration boxes, wells and springs for fresh water supply, canoe platforms or landings, wildlife observation stations; boundary markers, study markers and grids; gates, barriers or low fences to control unauthorized use, prevent access by motor vehicles, or protect fragile areas and areas under active management or study; provided that all such structures have minimal undue adverse effects on the Conservation Values. While there are currently no campsites on the Protected Property, Grantor reserves the right to construct up to five (5) primitive campsites. Grantor will choose the location of the new campsites in consultation with the Holder, to ensure protection of the Conservation Values. Structures associated with primitive campsites are limited to privy, fire ring, tent pad

or platform, three-sided shelter, and picnic table as provided for in the Management Plan and shall be limited to locations where impact on protected Conservation Values is minimal. Construction, maintenance, and proper management of privies and similar low impact facilities to ensure the safe disposal of human waste are permitted. Nothing herein precludes the Grantor and Holder, and their respective employees and agents, from camping anywhere on the Protected Property, for management, administrative or monitoring purposes, consistent with the Conservation Values.

Unpaved trailhead parking areas of a minimum practical size may be created or improved at locations along existing roads in a manner that is consistent with the protection of the Conservation Values of the Protected Property. Plans to create new campsites, trails, or trailhead parking areas will be included in the Management Plan for review by the Holder, but may be submitted otherwise for Holder's review for consistency with protecting the Conservation Values.

- 3.3 Scientific Research. Non-manipulative scientific research, including archeological research may be conducted on the Protected Property including the placement of temporary or permanent plot markers and ancillary research equipment provided that they do not have an undue adverse impact on the Conservation Values.
- 3.4 Commercial Recreational Uses. Traditional backcountry recreational uses by commercial guides, by customers of commercial sporting camps, and by non-profit camping and educational and scientific institutions are allowed insofar as such activities are consistent with the Purpose of this Conservation Easement and the protection of the Conservation Values and provided that Grantor shall not grant exclusive use of the Protected Property to any person or entity for such recreational Purposes.
- 3.5 Use of Existing Roads. The right to operate, and to allow others to operate, motorized vehicles (defined as licensed, over- the- road vehicles, with the exception of all terrain vehicles "ATVs") is only allowed on the roads so identified in the Baseline. The Grantor retains the right to add other roads to that list until December 1, 2011. After that date, operation of motorized vehicles on any roads not so listed is prohibited and it is the Grantor's responsibility to enforce that prohibition. The Grantor may establish reasonable rules and regulations regarding use of roads and gates on the Protected Property that are normal and customary in its operation of Protected Property. Such use of existing roads shall be for purposes consistent with this Conservation Easement and may be subject to restrictions by Grantor.
- 3.6 Emergency Helicopter Landing Zone. As identified in the Baseline, an emergency helicopter landing zone is maintained near Spencer Rips and may be relocated with approval of the Holder.
- 3.7 Other Motorized Vehicle Use. Snowmobile use is allowed only on ungroomed recreational snowmobile trails, if any, identified in the Baseline and it is the Grantor's responsibility to enforce this restriction. The Grantor retains the right to add other snowmobile trails to the baseline list, before March 1, 2012 only if they can be

documented to exist as part of an ungroomed backcountry trail system. Any trail must be licensed by the Grantor to a State recognized snowmobile club and will only be allowed if no reasonable alternative route exists and if there is no undue adverse effect on the Conservation Values. Grantor at its sole discretion reserves the right to close or relocate licensed snowmobile trails to locations of less ecological impact on the Protected Property. Grooming of snowmobile trails is prohibited.

Notwithstanding Section 3.5, at the discretion of the Grantor, the use of ATVs, snowmobiles, or other motorized vehicles is permitted anywhere on the Protected Property solely for limited administrative use by the Grantor and similar use by the Holder. Use of motorized vehicles for emergency health and safety purposes is allowed in a manner that reasonably minimizes adverse effects on the Conservation Values.

3.8 Vegetation Management. The limited removal of trees and vegetation associated with permitted uses such as the construction and maintenance of trails and campsites, for the safety of the public, and for the management of invasive species control is permitted. In addition, Grantor shall have the right to remove and replant trees and vegetation solely for the purpose of protecting species, restoring damaged habitat, and controlling the spread of diseases or blights, provided such measures are incorporated into the Management Plan and are designed to reasonably minimize adverse effects on the Conservation Values. Emergency rapid response for the removal of newly identified or unanticipated rapid spread of invasive species may be undertaken by the Grantor without inclusion in the Management Plan. Grantor shall provide notice to Holder of any emergency rapid response activities at the annual meeting following the treatment.

3.9 Natural Community and Rare Species Conservation. Management of the Property should allow for natural ecological processes to proceed with minimal interference or manipulation and the natural communities protected by this Conservation Easement and the rare species associated with them shall be identified in the Management Plan.

There may be instances where planned active management is necessary to replicate natural processes that maintain the natural communities protected by this Conservation Easement and the rare species associated with them and those anticipated circumstances shall be identified in the Management Plan.

In the event that unanticipated ecological threats, including but not limited to newly detected invasive non-native plants and animals, are detected on the Protected Property, Grantor may take measures to address these threats, as long as they are designed to reasonably minimize adverse effects on the Conservation Values and provided those measures are incorporated into the Management Plan updates.

3.10 No Required Uses. No uses which are permitted in this Conservation Easement shall be deemed as required uses of the Protected Property by the Holder or any other party.

4. **BASELINE DOCUMENTATION REPORT.** The Baseline Documentation Report includes, as of the date of this Conservation Easement, documentation of the current knowledge of the physical, and biological condition of the Protected Property, its physical improvements, and the special sites and resources that may require special protection or management, including but not limited to all such information as it relates to documenting the values contained in the Conservation Values. The Parties acknowledge and agree that prior to the date of this Conservation Easement, the Holder has prepared and completed the Baseline Documentation Report for the Protected Property, and that the Grantor has acknowledged in writing to the Holder the accuracy of the Baseline Documentation Report.
5. **MANAGEMENT PLAN.** A Management Plan including a description of the Grantor's actions for its management of the Protected Property relative to achieving the Purpose and terms of this Conservation Easement will be prepared and periodically updated by the Grantor. The Grantor will provide a copy of the Management Plan to the Holder within 12 months of the granting of this Conservation Easement, and within 30 days of any subsequently adopted, revised Management Plan.

Holder will have the right but not the obligation to review the Management Plan for consistency with the Purpose and terms of this Conservation Easement. If the Holder finds that any portion of the Management Plan is inconsistent with the terms of this Easement or that resulting activities could result in a violation of this Conservation Easement, the Holder will provide written comments to the Grantor identifying and explaining such inconsistencies, but it is acknowledged that the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement. The Holder has no right of approval over the Management Plan.

6. **RESTRICTED USES OF THE PROTECTED PROPERTY.** Other than the permitted uses described in Section 3 above, there shall be no residential, commercial, agricultural, farming, ranching, forest management, timber extraction or industrial uses of the Protected Property, specifically:
 - 6.1. Extinguishment of Development or Mitigation Rights. All rights to develop or use the Protected Property that are prohibited by or inconsistent with this Conservation Easement are extinguished, and cannot be used to transfer development rights to other land, or to permit increased development or natural resource use or removal on other land, or to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation, on land not subject to this Conservation Easement.
 - 6.2. The Use of Motorized Vehicles. The use of All Terrain Vehicles (ATVs), motorcycles, snowmobiles, snowmobile groomers, or any other motorized vehicle is prohibited within the Protected Property except as provided for in Sections 3.5 and 3.7. No other new motorized trails may be created.
 - 6.3. Subdivision. The Protected Property shall remain in its current configuration without subdivision, partition, or other division into parcels or lots that results in the transfer or conveyance by deed, lease or contract of any portion of the Protected Property into

separate ownership or control from the remainder of the Protected Property, except as follows (each a "Permitted Division"):

- 6.3.1. Conveyances to Resolve Boundary Disputes. The Grantor may convey portions of the Protected Property to abutters to the extent necessary to resolve bona fide boundary disputes, provided that the total acreage of land protected under this Conservation Easement shall not be materially reduced by such a conveyance unless required by a court order; and
- 6.3.2. Conveyances to Conservation Organizations and Agencies. The Grantor may subdivide the Protected Property in order to transfer any portion of the Protected Property to the State of Maine, or another entity that meets the requirements set forth in Section 12, for permanent conservation ownership by such a qualified entity, subject to the terms of this Conservation Easement. Subdivision or transfer resulting in two ownerships under the easement is allowed without additional contributions to the Holder's Stewardship Endowment. Any subsequent subdivision or transfer that results in more than two ownerships is allowed only by mutual agreement of Holder and Grantor and shall require an appropriate contribution to the Holder's Stewardship Endowment that is commensurate with the projected expenses associated with the Holder's additional stewardship responsibility.
- 6.4. Structures, Improvements and Utilities. As of the date of this Conservation Easement all known structures, improvements and utilities are documented in the Baseline, which existing structures, improvements and utilities may be maintained and replaced with substantially similar structures, improvements and utilities in substantially the same locations, or as otherwise permitted hereinafter. No new structures, improvements, or utilities of any kind, temporary or permanent, may be located or created on the Protected Property, except that the Grantor reserves the following rights:
 - 6.4.1. Minor Structures. The Grantor reserves the right to install minor, small scale structures to enhance the opportunity for traditional non-intensive outdoor recreation by the general public, and as necessary for the management of such recreation as described in Section 3.2 provided that all such structures are consistent with the Purpose of this Conservation Easement.
 - 6.4.2. Return of Site to Natural Condition. When structures, improvements and utilities are no longer in use, and the lack of use results in a danger to human health or the environment, or conflicts with the Purpose of this Conservation Easement, then the unused structures, improvements and utilities shall be removed, unless this requirement is waived by the Holder, at the Grantor's cost and expense, and the site shall be allowed to return to a natural condition.
 - 6.4.3. Surface Alterations. As of the date of this Conservation Easement, there are no surface alterations on the Protected Property except for unpaved trails, skid trails, unpaved woods roads and timber landing areas, erosion control systems, roads

and parking areas, gravel pits, and alterations associated with existing structures (collectively "Surface Alterations"), as shown in the Baseline. No additional filling, dumping, excavation, new roads, or other alteration may be made to the surface or subsurface of the Protected Property or to its surface or ground waters, or wetlands; except that the Grantor reserves the following rights, provided that in every case the disturbed surrounding area must be restored as soon as reasonably possible to a state consistent with the Conservation Values.

- 6.4.3.1. The Grantor reserves the right, which may involve the use of motorized equipment, to maintain existing surface alterations, remediate erosion on trails, retire existing roads, and the right to alter the surface of the Protected Property to the minimum extent necessary to exercise the rights reserved in this Conservation Easement.
 - 6.4.3.2. The Grantor reserves the right to use gravel to maintain roads on the Protected Property from existing gravel pits on the Protected Property as depicted in the Baseline. No individual gravel pit may be expanded to be greater than one (1) acre each in area, and expansion shall minimize undue adverse impacts on the Conservation Values.
 - 6.4.3.3. The Grantor reserves the right to close, restore, or, with Holder approval, relocate roads to further the Purpose of this Conservation Easement. The Grantor further retains the right to temporarily reopen or create access to sites required for limited management purposes as defined in Section 3. The Grantor may also allow the relocation, improvement, and use of roads as legally required by the retained rights of any third party. The Grantor may at its sole discretion close or abandon roads and after such closure or abandonment the vehicular access allowed under Section 3.5 shall permanently cease.
- 6.5. Excavation of Minerals, Geothermal Resources and Hydrocarbon. There shall be no exploration for, or development and extraction of, geothermal resources, minerals, hydrocarbon, groundwater, or any other deposits by any surface or sub-surface mining or any other method on the Protected Property except as permitted by paragraph 6.4.3.2.
- 6.6. Waste; Hazardous Substance. There shall be no placing, filling, storing or dumping on the Protected Property of rubbish, garbage, debris, waste materials, landfill, or any hazardous substance, except as follows:
- 6.6.1. Use of Hazardous Materials. The Grantor may use and transport in appropriate containers, designed and maintained to avoid spillage or other contamination of the surrounding environment, hazardous substances generated or used in connection with permitted management activities (including, oil, gasoline, pesticides and other chemicals) and upon cessation of the use of such materials, shall remove such material from the Protected Property as soon as reasonably possible. Storage of hazardous materials is prohibited except for limited

temporary storage for a specific planned use allowed under this easement and which shall be consistent with maintaining the Conservation Values.

6.6.2. Storage and Removal of Rubbish, Garbage, Debris, and Waste Materials. The Grantor shall collect and store in appropriate containers rubbish, garbage, debris, and waste materials generated in connection with management activities and shall remove such material from the Protected Property at reasonable intervals, which will be no less frequently than annually. The Grantor shall establish policies to provide for the removal of rubbish, garbage, debris and waste materials resulting from permitted activities, including recreational activities by the public.

6.7. Forest Management Activities. Forest management activities are not allowed on the Protected Property except for those permitted in Section 3.

7. **RIGHTS AND OBLIGATIONS OF THE HOLDER FOR MONITORING AND ENFORCEMENT PURPOSES.** To accomplish the Purpose, the following rights and easements are granted to and obligations imposed upon the Holder:

7.1. Affirmative Rights and Obligations of the Holder related to Monitoring, Enforcement and Administration. The Holder shall have the right to assure compliance with the terms of this Conservation Easement. In connection with such right, the Holder shall have the right to enter the Protected Property at any reasonable time and in any reasonable manner, being the same rights of entry and manner as afforded the Grantor through provisions of this Conservation Easement and over any and all rights of way and roads over which the Grantor has rights of access, subject to the requirement of this paragraph, for the purposes of inspection, monitoring, enforcement and remedying any violations of this Conservation Easement.

7.1.1. Annual Meeting. Absent an agreement to the contrary, the Grantor and the Holder, or their designees, shall meet annually at a date, location and time convenient for the parties to review the Grantor's management activities, the Holder's monitoring activities, and discuss any questions or concerns regarding the Protected Property and the exercise of the rights by either party under this Conservation Easement.

7.1.2. Reports and Records. The Holder shall keep on file and provide to the Grantor reports made in connection with the Holder's monitoring of the condition of the Protected Property and Grantor's compliance with the terms of this Conservation Easement. The Holder shall also keep on file all documents pertinent to the interpretation and enforcement of this Conservation Easement.

7.1.3. Access by Roads. Vehicular access shall only be over open roads (i.e., those roads that the Grantor has not abandoned or ceased to use for the Grantor's management of the Protected Property). If the Grantor has gated roads, but utilizes the roads beyond the gates, the Grantor shall provide the Holder with vehicular access through the gates and on and across such roads. Further, the

Holder shall not use roads in a manner that could reasonably be anticipated to result in road damage with the exception of reasonable wear and tear.

- 7.1.4. No Obligation to Create or Maintain Access. The Grantor is under no obligation to create or maintain vehicular access for the Holder or any other entity or individual. Further, the Holder's rights of access do not include any rights of construction or maintenance related to vehicular access or any other affirmative right to undertake site alteration or to place access-related structures or improvements on the Protected Property or on any other lands of the Grantor.
- 7.1.5. No Separate Assignment. The Holder's access rights are not assignable except in connection with the permitted assignment by the Holder of this Conservation Easement.
- 7.1.6. Holder's Stewardship Endowment. As part of the grant of this Conservation Easement, the Grantor has transferred funds to the Holder to support the Holder's stewardship oversight program in recognition of Holder's commitment to ensuring that the terms of this Conservation Easement are met. The Holder will manage these funds according to an agreement signed by both Parties, and made part of the Baseline. In the event the Holder assigns this Conservation Easement to a third party, the Holder shall transfer funds to such third party, according to that signed agreement, to similarly support ongoing stewardship oversight of the easement.

8. THE HOLDER'S REMEDIES.

- 8.1. Notice of Violation; Corrective Action. If the Holder becomes aware of a violation of this Conservation Easement, the Holder shall notify the Grantor of such violation and request that the Grantor cure the violation, and, if the violation involves damage to the Protected Property resulting from any use or activity that the Holder determines, in its reasonable judgment, to be inconsistent with the Purpose, that the Grantor restore, to the extent practicable, the portion of the Protected Property so damaged to a condition substantially similar to that which existed prior to the violation.
- 8.2. Injunctive Relief. If the Grantor does not cure the violation within thirty (30) days after receipt of notice thereof from the Holder, or under circumstances where the violation cannot reasonably be cured within said period, does not begin curing such violation within said period, and/or does not continue diligently to cure such violation until finally cured, the Holder may, after fifteen (15) days' notice to the Grantor, bring an action at law or in equity in court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Protected Property to the condition substantially similar to that which existed prior to injury to the extent such restoration is practicable.
- 8.3. Damages. In the event of a judicial determination that the Grantor has violated this Conservation Easement, the Holder will be entitled to recover reasonable damages for

violation of the terms of this Conservation Easement, including reasonable attorneys' fees and expenses.

- 8.4. Emergency Enforcement. If the Holder, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property resulting from an alleged violation of the terms of this Conservation Easement, the Holder may, with prior notice to the Grantor, enter upon the Protected Property for the purpose of assessing damage or threat to the Conservation Values thereon resulting from a violation of the terms of this Conservation Easement and determining the nature of curative or mitigation actions that should be taken; and pursue its remedies under this Section with at least twenty-four (24) hours' prior notice to the Grantor, but without waiting for the cure or notice period provided under this Section to expire.
- 8.5. Costs of Enforcement. In the event that a circumstance of noncompliance with the Conservation Easement is corrected through negotiation and voluntary compliance, the party who was not complying shall reimburse the other party for all reasonable costs incurred in investigating the non-compliance and securing its correction. In the event that a dispute is resolved through judicial enforcement, the prevailing party shall be entitled to an award of its reasonable costs, including attorneys' fees and any other payments ordered by such decision-maker. In all other circumstances, each party shall bear its own costs of dispute resolution.
- 8.6. The Holder's Discretion. Enforcement of the terms of this Conservation Easement shall be at the discretion of the Holder, and any forbearance by the Holder to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by the Grantor shall not be deemed or construed to be a waiver by the Holder of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the Holder's rights under this Conservation Easement. No delay or omission by the Holder in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.
- 8.7. Acts Beyond the Grantor's Control. The Grantor shall be responsible for, and the Holder shall have the right to enforce the terms of this Conservation Easement against the Grantor with respect to violations of the terms of this Conservation Easement caused by the Grantor, its successors or assigns, or their respective officers, directors, trustees, members, employees, contractors and agents or by any person or entity who enters or occupies the Protected Property with the express permission of the Grantor or pursuant to a contractual relationship with the Grantor, such as a tenant of a leased lot. Notwithstanding any provision of this Conservation Easement to the contrary, the Grantor shall not be responsible or liable for any remediation, restoration, damages, cost and/or expenses in any way caused by third parties (except those described in the preceding sentence) or the public, except as required by state or federal laws or regulations. Nothing contained in this Conservation Easement shall be construed to entitle the Holder to bring any action against the Grantor for any injury to or change in the Protected Property resulting from causes beyond the Grantor's control.

including, government action, fire, flood, storm, changes in climatic condition, catastrophic insect infestation, disease, acid rain or other airborne pollutants introduced into the atmosphere by third parties, naturally occurring earth movement and other similar natural events, or from any prudent action taken by the Grantor under what the Grantor reasonably and in good faith perceives to be emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Nothing contained in this Conservation Easement shall be construed to entitle the Holder to bring any action against the Grantor for any injury to or change in the Protected Property or any injury to any person or property resulting from the actions of the Holder or resulting from the actions of any person whose presence on the Protected Property arises out of the exercise of the Holder's affirmative rights.

9. OTHER RIGHTS NOT IMPAIRED OR ENLARGED.

- 9.1. No Other Enforcement Rights. This Conservation Easement shall not be construed to entitle any person or entity other than the Holder or its duly authorized agents, to enforce any of the terms or conditions of this Conservation Easement against the Grantor, except in connection with the permitted assignment by the Holder of this Conservation Easement as permitted in Section 12.
- 9.2. No Additional Assumption of Responsibility. Nothing in this Conservation Easement shall be interpreted as an assumption of responsibility by, or basis for liability on the part of, the Grantor for any injury to person or damage to property or loss of life that may be sustained by any person while on the Protected Property pursuant to the Conservation Easement granted hereunder to the Holder or sustained by any such person as a result of any entry on or use of the Protected Property by any persons other than the Grantor, its agents, employees, contractors, licensees and invitees. The Grantor specifically retains all the protections provided under Maine law to owners of land, including, the protections contained in 14 M.R.S. § 159-A.
- 9.3. Private Action. Actions taken by the Grantor on the Protected Property after the date of this Conservation Easement shall continue to be treated as private action and not public action (in other words, not the action of the federal, state, or local government) for the purposes of laws and regulations governing public lands, including, the Endangered Species Act, 16 U.S.C.A. §§ 1531, *et seq.*, and the National Environmental Policy Act, 42 U.S.C.A. §§ 4321, *et seq.* In the event that any interests acquired by the Holder are subject to compliance with any law or regulation, said compliance shall not limit, delay, or otherwise interfere with the rights of the Grantor as set forth in this Conservation Easement.
- 9.4. No Enlargement or Extension of the Holder's Rights. No right granted to the Holder and no right or restriction enforceable by the Holder arising under this Conservation Easement shall be enlarged, extended, or otherwise altered in any manner adverse to the right, title and interest of the Grantor through prescription, adverse use, waiver, laches or any failure of the Grantor to enforce its rights.

- 9.5. Rights against Third Parties. Nothing contained in this Conservation Easement shall be construed to preclude the Grantor's and the Holder's rights to recover damages from any third party for trespass or other violation of their respective rights in this Conservation Easement and the Protected Property. The parties agree to cooperate with and to join in such actions as are necessary to prevent the unlawful use of the Protected Property by third parties, which may include, taking legal action against third parties who trespass.
- 9.6. Additional Conservation Actions. Nothing contained in this Conservation Easement shall be construed either to limit the Grantor's rights to take additional conservation actions, such as further restrictions on the use of all or a portion of the Protected Property in order to protect the resources and Conservation Values of the Protected Property.
- 9.7. Taxes. Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and avoid the imposition of any liens that may impact the Holder's rights hereunder. Grantor shall keep the Protected Property free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to or obligations incurred by Grantor.
10. **CONDEMNATION.** If all or any part of the Protected Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Holder shall act jointly to recover compensation. All awards shall be used first to reimburse all expenses reasonably incurred by Grantor and Holder in connection with the taking or in lieu purchase, secondly to cover increased stewardship costs of the remaining property to the Holder as a result of the taking, and thirdly spent for the protection of conservation lands of mutual interest to both Grantor and Holder, consistent, as nearly as possible, with the Purpose of this Conservation Easement. If only a portion of the Protected Property is subject to such exercise of the power of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Protected Property.
11. **AMENDMENT AND DISCRETIONARY CONSENTS.** Grantor and Holder acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Easement. Holder therefore may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Easement or (b) alterations in existing uses or structures, are consistent with the Purposes of this Easement. Any legally permissible amendment hereto, and any discretionary consent by Holder contemplated by this Conservation Easement, may be granted only if the Holder has determined in its reasonable discretion, that the proposed use furthers or is not inconsistent with the purposes of this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement on the Conservation Values. Holder has no right or power to consent to any prohibited or restricted use on the

Protected Property other than that which is expressly allowed herein, or that would be inconsistent with the Purpose of this Conservation Easement or limit the term or terminate this Conservation Easement, or that would impair the qualification of this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S. Section 476 et seq., and/or Section 170(h) or 501(c)(3) of the Internal Revenue Code, or successor provisions thereof. This Conservation Easement may not be terminated or amended in such a manner as to materially detract from the Conservation Values intended for protection without the prior approval of the court in an action in which the Attorney General is made a party. Amendments will become effective upon recording at the Somerset County Registry of Deeds.

12. **ASSIGNMENT.** This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation Purpose of this grant. Grantor shall have the right to ninety (90) days' notice of any such proposed assignment and the right of approval of any such assignment, which approval shall not unreasonably be withheld, except, the Grantor agrees that assignment of this easement to the State of Maine, Department of Conservation, Bureau of Parks and Lands or its successor agencies shall not require the prior approval of the Grantor.
13. **SUBSEQUENT TRANSFERS.** Except as specifically provided in Section 6.3, nothing in this Conservation Easement shall be construed to prevent Grantor from selling or otherwise conveying or transferring the Protected Property or any in common and undivided interest in the Protected Property to a third party, subject to the terms of this Conservation Easement. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Protected Property, including, a security or leasehold interest. Grantor agrees to give written notice to Holder of the transfer of any interest in the Protected Property ninety (90) days prior to the date of such transfer. Grantor shall provide Holder documentation recorded at any registry of deeds upon completion of such transfer. The failure of Grantor to perform any act required by this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.
14. **MERGER.** The Grantor and Holder agree that the terms of this Conservation Easement shall survive any merger of the fee and conservation easement interest in the Protected Property. In the event of a conveyance of the fee interest to the Holder, The Nature Conservancy, shall have the option to take an assignment of this Conservation Easement and thereafter, to enforce the terms of the Conservation Easement.
15. **NOTICES.** All notices under this Conservation Easement shall be effective upon receipt or refusal if in writing and delivered by hand or sent by mail, postage prepaid, certified or registered mail, return receipt requested, or overnight delivery service providing proof of receipt, addressed as follows:

To Grantor:

The Nature Conservancy, Maine Chapter
c/o Executive Director
14 Maine Street, Suite 401
Brunswick, ME04011-2026

Copy to:

The Nature Conservancy
99 Bedford Street, 5th Floor
Boston, MA 02111
Attention: Legal Counsel

To Holder:

Forest Society of Maine
c/o Executive Director
115 Franklin Street, 3rd Floor
Bangor, Maine 04401

16. **RECORDING.** Original counterparts of this Conservation Easement shall be recorded by Holder at its expense in the Registry of Deeds, Somerset County, Maine. Holder may re-record this Conservation Easement at Holder's expense at any time as may be required to preserve its rights in this Conservation Easement.

17. **GENERAL PROVISIONS.**

- 17.1. Controlling Law; Compliance with Laws. This Conservation Easement is created pursuant to Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, Sections 476 through 479-C, inclusive and shall be construed in accordance with the laws of the State of Maine.
- 17.2. Including; Any. As used in this Conservation Easement, the words "include" or "including" means "including without limitation," and "any" means "any and all."
- 17.3. Discretionary Consents. Unless a consent required under this Conservation Easement is to be made by Holder in its sole discretion, any required consent shall be granted only upon a determination by Holder, in its reasonable judgment, that the action will not be inconsistent with the Purpose of this Conservation Easement. Nothing in this Conservation Easement may be construed to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government agency having jurisdiction over the Protected Property, nor to prohibit the imposition of further land use restrictions by agreement of the parties or by operation of law, provided, however, that any activity already in practice on the Protected Property at the time of any such future laws and regulations may be

continued to the extent that the concept of 'grandfathering' under any applicable law would allow the continuation of any such activity.

- 17.4. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose and the policy of 33 M.R.S. §§ 476 and 479-C inclusive, as amended. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 17.5. Severability. If any provision of this Conservation Easement, or its application to any person or circumstance, is found to be invalid, the remainder, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby so long as the Purpose of this Conservation Easement can still be carried out.
- 17.6. Entire Agreement. This Conservation Easement contains the entire agreement of the parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged in this Conservation Easement. This Conservation Easement may not be amended except as provided in Section 11.
- 17.7. No Forfeiture. Nothing contained herein is intended to result in a forfeiture or reversion of Grantor's fee title in any respect.
- 17.8. Successors. This Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.
- 17.9. Captions. Captions used in this Conservation Easement are solely for convenience of reference and shall not be used for construction or interpretation.
- 17.10. Counterparts. Each party may execute this Conservation Easement in counterparts, and each counterpart shall be deemed an original instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 17.11. Construction. In all matters of interpretation, whenever necessary to give effect to any clause of this agreement, the neuter, masculine and feminine include each other, and the singular includes the plural, and the plural includes the singular.

This Conservation Easement is granted to Holder subject to all rights and reservations of record.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 22nd day of July, 2011.

THE NATURE CONSERVANCY

Joanne J. Hollenbeck
Witness

By: Michael Theault
Its: Executive Director

State of Maine
SS:

July 22nd, 2011

Personally appeared before me and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of The Nature Conservancy.

Before me,

Joanne J. Hollenbeck

Notary Public
Printed Name: Joanne T. Hollenbeck
My Commission Expires:

Joanne T. Hollenbeck, Notary Public
State of Maine
My Commission Expires 10/13/2012

HOLDER ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by the Forest Society of Maine, the Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Alan Hutchinson, its Executive Director hereunto duly authorized, this 26 day of July, 2011.

Forest Society of Maine

Jacob Metzler
Witness

By: Alan Hutchinson
Its: Executive Director

State of Maine
SS:

July 26, 2011

ALAN HUTCHINSON personally appeared before me and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of Forest Society of Maine.

Before me,

Jacob Metzler

SEAL

Notary Public
Printed Name:

JACOB METZLER
Notary Public, Maine

My Commission Expires: **My Commission Expires January 31, 2015**

EXHIBIT A
BOGS PHASE I
REMAINDER PARCEL

A certain lot of parcel of land situated in the Unorganized Territories of Appleton Township, T5 R7 BKP WKR (also known as Raytown or Rayton, hereinafter referred to as "Raytown") and Bradstreet Township, County of Somerset and State of Maine, described as follows:

POINT OF BEGINNING (POB):

Beginning at a point on the northerly town line of Appleton Township, which point is located approximately 2,250 feet westerly of the northwest corner of T5 R7 BKP WKR at GPS Point North 5042424, East 390590, UTM NAD 83, Zone 19N, and is the northeasterly corner of other land of Plum Creek Maine Timberlands, LLC (the "PCMT Retained Land");

Line 1:

Thence in a southerly direction along the PCMT Retained Land a distance of approximately 16,135 feet to a point 33 feet northerly of the centerline of a logging road at GPS Point North 5037540, East 391335, UTM NAD 83, Zone 19N;

Line 2:

Thence in a southeasterly direction along the PCMT Retained Land a distance of approximately 2000 feet along a line, maintaining a distance of 33 feet northerly and easterly of the centerline of the logging road, to GPS Point North 5037060, East 391685, UTM NAD 83, Zone 19N;

Line 3:

Thence in an easterly direction along the PCMT Retained Land a distance of approximately 8,500 feet across Appleton Township and into Raytown, to GPS Point North 5037405, East 394249, UTM NAD 83, Zone 19N;

Line 4:

Thence in a northerly direction along the PCMT Retained Land a distance of approximately 7,080 feet to GPS Point North 5039579, East 394062, UTM NAD 83, Zone 19N;

Line 5:

Thence in an easterly direction along the PCMT Retained Land a distance of approximately 36,410 feet, across Raytown and into Bradstreet Township, to a point which is 33 feet westerly of a logging road located on PCMT Retained Land, at GPS Point North 5040052, East 405151, UTM NAD 83, Zone 19M;

Line 6:

Thence in a northeasterly direction approximately 600 feet along a line, maintaining a distance of 33 feet northerly and westerly of the centerline of the logging road, to GPS Point North 5040170, East 405225, UTM NAD 83, Zone 19N;

Line 7:

Thence in a northerly direction approximately 12,730 feet to a point on the southerly line of the public lot known as the School House Lot, now or formerly owned by the State of Maine, at GPS Point North 5044050, East 405051, UTM NAD 83, Zone 19N;

Line 8:

Thence in a westerly direction along the southerly line of the School House Lot and another public lot known as the Ministry Lot, now or formerly owned by the State of Maine, to the thread of the Moose River;

Line 9:

Thence in a northwesterly direction along the thread of the Moose River to the northerly town line of Bradstreet Township;

Line 10:

Thence westerly along the northerly town line of Bradstreet Township and along the northerly line of T5 R7 BKP WKR, aka Raytown, and the northerly town line of Appleton Township to the Point of Beginning.

EXCEPTING AND RESERVING from the above-described premises the land and rights of way described in the following deeds recorded in the Somerset County Registry of Deeds, the general location of each parcel being identified on the map attached hereto as Exhibit B by the corresponding number below:

That certain lot or parcel of land situated in the southerly shore of Moose River in T5 R7 BKP WKR, Raytown, described in a deed to Angela Procaccini, recorded in the Somerset County Registry of Deeds in Book 2946, Page 288 (reference is made to the Procaccini Realty Trust property shown on unrecorded plan entitled "Land of North Anson Reel Company Located in Township No. 5 Range 7, T5 R7 BKP, Raytown, Somerset County, Maine" dated November 30, 1989 and prepared by Sackett & Brake Survey, Inc.). Said lot is shown on the map attached as Exhibit B as "E-1 Angela Procaccini 2946/288".

That certain lot or parcel of land situated in the southerly shore of Moose River in T5 R7 BKP WKR, Raytown, described in a deed to William C. DeHart, Sr., et al, recorded in said Registry in Book 3433, Page 162 (reference is made to the Adelard De Blois property shown on unrecorded plan entitled "Land of North Anson Reel Company Located in Township No. 5 Range 7, T5 R7 BKP, Raytown, Somerset County, Maine" dated November 30, 1989 and prepared by

Sackett & Brake Survey, Inc.). Said lot is shown on the map attached as Exhibit B as "E-2 William C. DeHart 3433/162".

That certain lot or parcel of land situated in the southerly shore of Moose River in T5 R7 BKP WKR, Raytown, described in a deed to the University of Maine recorded in said Registry in Book 1070, Page 334 (reference is made to the University of Maine property shown on unrecorded plan entitled "Land of North Anson Reel Company Located in Township No. 5 Range 7, T5 R7 BKP, Raytown, Somerset County, Maine" dated November 30, 1989 and prepared by Sackett & Brake Survey, Inc.). Said lot is shown on the map attached as Exhibit B as "E-3 University of Maine 1070/334".

That certain lot or parcel of land situated in the southerly shore of Moose River in T5 R7 BKP WKR, Raytown, described in a deed to the Riverview Foundation recorded in said Registry in Book 2724, Page 335 (reference is made to the Duane & Shana Hanson property shown on unrecorded plan entitled "Land of North Anson Reel Company Located in Township No. 5 Range 7, T5 R7 BKP, Raytown, Somerset County, Maine" dated November 30, 1989 and prepared by Sackett & Brake Survey, Inc.). Said lot is shown on the map attached as Exhibit B as "E-4 Riverview Foundation 2724/335".

TOGETHER with the rights and easements, if any, located over the excepted parcels E-1 though E-4 described above, which rights and easements were reserved by the Grantor, or its predecessors in title, and benefit the foregoing described premises.

Also hereby quitclaiming (without covenant) an easement, in common with Grantor, its successors and assigns, and others, for ingress and egress to the foregoing described premises across those roadways shown and described on Exhibit B-1 ("Access Easement"). With regard to any portions of such roadways as cross the Public Lot shown thereon or Upper Enchanted Township, Grantor conveys only its rights, title and interest in and to such access rights, if any, in common with Grantor, its successors and assigns and others, therein.

ALSO EXCEPTING the premises and subject to the easements conveyed to State of Maine, Department of Conservation Bureau of Parks and Lands located in Bradstreet and Raytown Townships, County of Somerset, State of Maine, and further described as follows:

BOG I LMF PARCEL

PARCEL ONE:

A certain lot or parcel of land situated in the Unorganized Territories of T5 R7 BKP WKR and Bradstreet Township (aka T4 R7 BKP WKR), County of Somerset and State of Maine, generally depicted on the attached Exhibit B labeled Bog I LMF Parcel, attached hereto and further described as follows:

Beginning at a point on the southerly line of the Ministry Lot now owned by the State of Maine, at a point being two hundred fifty (250') feet easterly of the high water mark of the easterly side of Moose River;

Thence along an extension westerly of the southerly line of said Ministry Lot, to the thread of Moose River;

Thence in northerly and northwesterly direction along said thread of Moose River to the northerly town line of Bradstreet Township;

Thence in a westerly direction along the said northerly town line of Bradstreet Township to the northwesterly corner of said Bradstreet Township and the Northeasterly corner of T5 R7 BKP WKR;

Thence continuing in a westerly direction along the northerly town line of said T5 R7 BKP WKR to a point being westerly a distance of two hundred fifty (250') feet, from the high water mark of the westerly side of Moose River;

Thence, in southerly and then southeasterly direction along a line that is two hundred fifty (250') feet westerly of and southwesterly of, and parallel to the said high water mark of the westerly side of Moose River to a point opposite of where said river angles northerly;

Thence, continuing on the same side of Moose River in a northerly direction along said line that is now two hundred fifty (250') feet easterly of and parallel to the high water mark of what is now the easterly side of said Moose River, to the point of beginning;

PARCEL TWO:

A certain lot or parcel of land situated in the Unorganized Territory of T5 R7 BKP WKR (also known as Raytown and also sometimes known as Rayton) in the County of Somerset and State of Maine:

Beginning at a point on the northerly town line of T5 R7 BKP WKR and the southerly town line of Attean Township (T5 R1 NBKP) at a point which is 250 feet westerly of the high water mark of the west side of Moose River where it crosses the northerly town line of T5 R7 BKP WKR;

Thence westerly along the northerly town line of T5 R7 BKP WKR to a point which is 250 feet southwesterly from high water mark of the southerly side of Moose River in Attean Township;

Thence in a general southerly direction through T5 R7 BKP WKR following a line, which at all times maintains a distance of 250 feet from the high water mark of

the westerly side of the Moose River, to a point located 250 feet from the high water mark of the flowage bog at the southerly dip of the Moose River;

Thence following a line, westerly, southerly, easterly and northerly around the flowage bog, and maintaining a distance of 250 feet from the high water mark thereof, to a point located 250 feet easterly of the high water mark on the easterly side of the Moose River;

Thence northerly and easterly, following a line, which at all times maintains a distance of 250 feet from the high water mark of the easterly and southerly side of the Moose River as it flows through T5 R7 BKP WKR and into Attean Township, to a point on the northerly town line of T5 R7 BKP WKR and the southerly town line of Attean Township, which point is 250 southeasterly from the high water mark of the Moose River located in Attean Township;

Thence in a westerly direction along the northerly town line of T5 R7 BKP WKR and the southerly town line of Attean Township to the point of beginning.

Also excepting from the parcel of land subject to this Conservation Easement the following described parcel of land located within its boundaries:

A certain lot or parcel of land situated in T4 R7 BKP WKR, Bradstreet Township, Somerset Country, Maine, being a lot or parcel consisting of 238.4 acres, more or less;

Beginning at a point 66.1' Northerly from Reference Pin S, thence along a line 33' from the center of the Mining Road in a Southwesterly, Southerly, and Southeasterly direction for a distance of 8,650' to a point 66.1' Southerly from Reference Pin R; thence N 02° 34' W for a distance of 5,986' to the point and place of beginning, all as shown on the GPS Boundary Survey entitled "Number 5 Mountain Preserve The Nature Conservancy GPS Boundary Appleton, Raytown & Bradstreet, Maine, prepared by Ames A/E, dated March 15, 2010, attached hereto as Exhibit B. Pins S and R are located on the opposite side of the Mining Road from the boundary of this Conservation Easement.

Also excepting from the parcel of land subject to this Conservation Easement all the Great Ponds located within its boundaries:

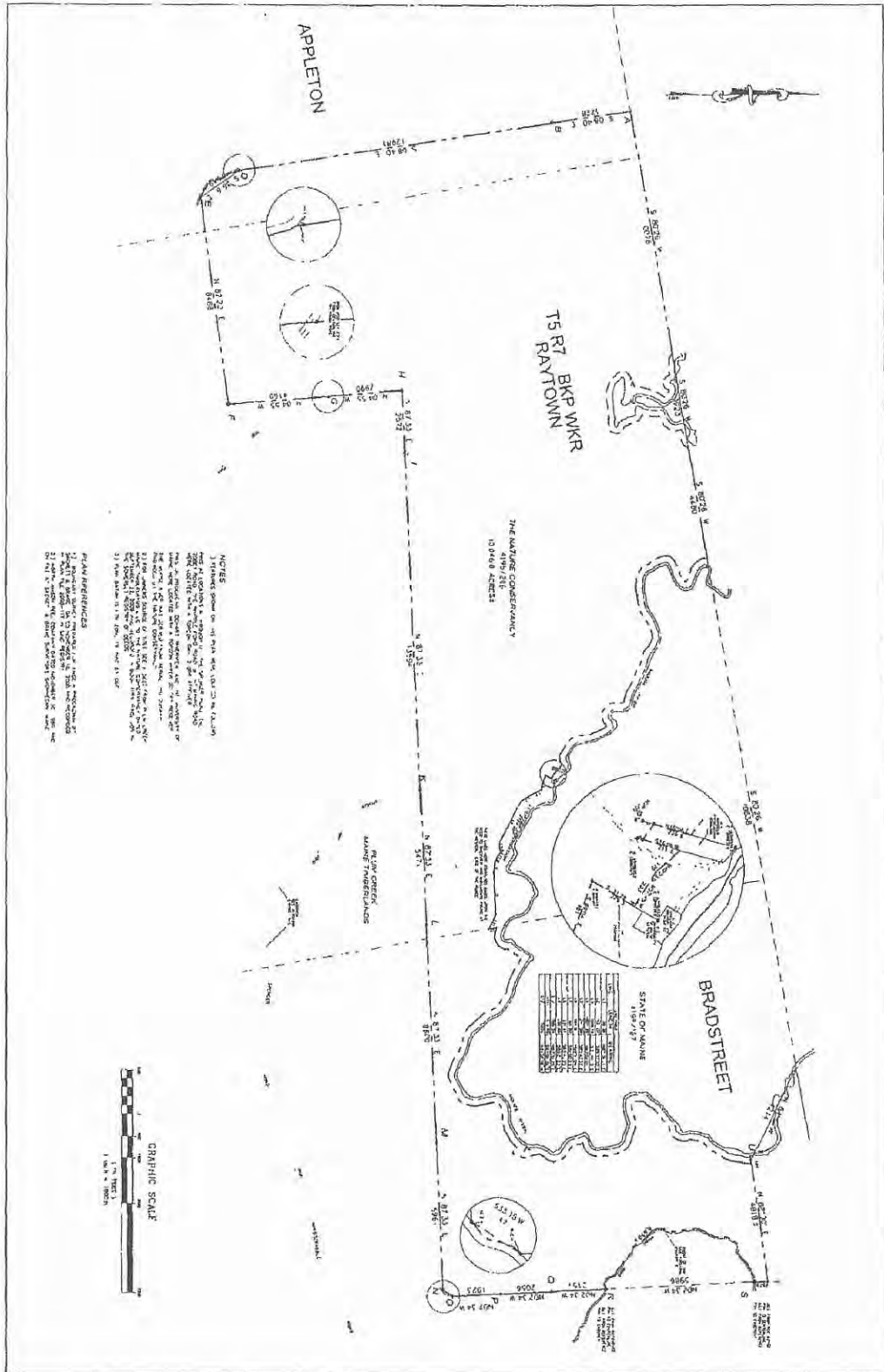
1. Boulder Pond – 25.6 acres, more or less
2. Tobey Pond #3 – 15.4 acres, more or less
3. Tobey Pond #2 – 29.8 acres, more or less
4. Tobey Pond #1 – 40.8 acres, more or less
5. Unnamed Pond – 11.8 acres, more or less

The parcel of land subject to this Conservation Easement is a portion of the land conveyed by Quitclaim Deed with Covenants by Plum Creek Maine Timberlands

to The Nature Conservancy dated September 22, 2009 and recorded on September 25, 2009 in the Somerset County Registry of Deeds in Book 4195, Pages 206 – 222.

To the extent applicable, this conveyance of Conservation Easement is subject to those encumbrances described on Exhibit D attached to the deed from Plum Creek Maine Timberlands, L.L.C. to The Nature Conservancy dated September 22, 2009 and recorded in the Somerset County Registry of Deeds in Book 4195, Pages 206-222 and incorporated herein by this reference.

EXHIBIT B

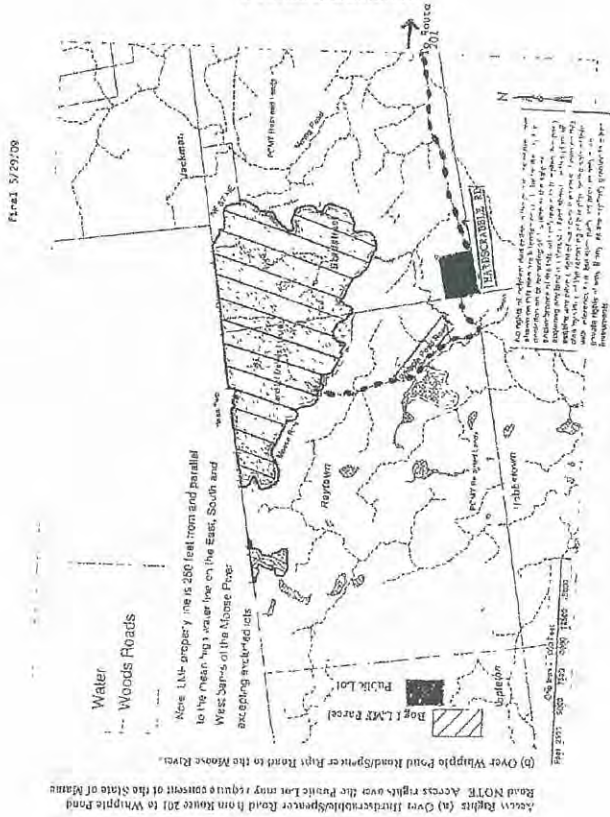


NOTES:
 1) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 1.
 2) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 2.
 3) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 3.
 4) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 4.
 5) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 5.
 6) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 6.
 7) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 7.
 8) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 8.
 9) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 9.
 10) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 10.
 11) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 11.
 12) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 12.
 13) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 13.
 14) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 14.
 15) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 15.
 16) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 16.
 17) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 17.
 18) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 18.
 19) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 19.
 20) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 20.
 21) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 21.
 22) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 22.
 23) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 23.
 24) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 24.
 25) STATIONS POINT ON THE DATA SHEET (DSC-2) IN COLUMN 25.
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DATE REVISED SP 02 PROJECT NO. 0001	AMES A/E ARCHITECTS & ENGINEERS PHONE 201.461.0144 FAX 201.461.3921 WWW.AMESA/E.COM	THE NATURE CONSERVANCY 4245 N. FAIRFAX DRIVE ARLINGTON VA (RECORD OWNER)		NUMBER 5 MOUNTAIN PRESERVE THE NATURE CONSERVANCY GPS BOUNDARY SURVEY APPLETON, RAYTOWN, & BRADSTREET MAINE
		REV. 1 DATE DESCRIPTION	REV. 2 DATE DESCRIPTION	

Exhibit B-1

ACCESS EASEMENTS:



Received
 Recorded Register of Deeds
 Jul 29, 2011 02:32P
 Somerset County
 Diane M Godin

CONSERVATION EASEMENT
Leuthold Forest Reserve Addition (#6 Mountain)

This **DEED OF CONSERVATION EASEMENT**, is made this 26th day of June 2015.

THE NATURE CONSERVANCY, a Washington, D.C. non-profit corporation, with an address of 4245 North Fairfax Drive, Arlington, Virginia 22203, and a Maine Office at 14 Maine Street, Suite 401, Brunswick, Maine 04011 (hereinafter referred to as the "Grantor," which word is intended to include and bind, unless the context clearly indicates otherwise, the above named Grantor, its successors and assigns) for no consideration, being an absolute and unconditional gift

GRANTS to the

FOREST SOCIETY OF MAINE, a non-profit corporation organized and existing under the laws of the State of Maine, and qualified to hold conservation easements pursuant to Title 33 M.R.S. Sections 476 (2)(B), et seq., as amended, and Internal Revenue Code Section 170(h)(3) with a mailing address of 115 Franklin Street, 3rd Floor, Bangor, Maine 04401 (hereinafter referred to as the "Holder," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns), with **QUITCLAIM COVENANT**, in perpetuity, the following described Conservation Easement on land hereinafter referred to as the "Protected Property", located in T6R7 BKP WKR and T5R7 BKP WKR, Somerset County Maine as described in Exhibit A and as shown on a plan entitled Boundary Survey Site Leuthold Preserve Addition Lots to be conveyed to The Nature Conservancy T5 R7 BKP WKR & Appleton TWP (T6 R7 BKP WKR), Somerset County, Maine for The Nature Conservancy 14 Maine Street, Suite 401 Brunswick, ME 04011, dated June 18, 2015, prepared by Plisga & Day Land Surveyors, recorded with the Somerset County Registry of Deeds in Plan Book 2015 Page 39, a reduced copy of which is attached as Exhibit B (the "Conservation Easement"). Pg. 40

PURPOSE

The purpose of this Conservation Easement is to provide a significant public benefit by protecting in perpetuity the Conservation Values (as such term is defined in section 1.4) of the Protected Property.

The primary purpose of this Easement shall be to preserve and restore the Forever Wild (as such term is defined in Section 1.1) character of the Protected Property in a natural condition with minimal interference by humans, in order to conserve plant and wildlife habitats and biological diversity, native flora and fauna, and the environments and ecological processes that support them, as those values exist on the date of this Easement, as referenced in the Recitals of this Easement, and as those values may evolve into the future.

The secondary purpose of this Easement shall be to permit certain limited low-impact, non-

motorized, non-mechanized wilderness recreational uses, as permitted in this Easement, so long as such recreational uses, including structures and improvements, do not impair the Ecological Integrity (as such term is defined in Section 1.2) and Forever Wild character of the Protected Property and will not encourage human use that is more than transient.

In the event that there is a conflict between the primary and the secondary purpose of this Conservation Easement as stated above, the primary purpose shall have priority over the secondary purpose.

This Conservation Easement is established exclusively for conservation purposes consistent with the provisions of the Internal Revenue Code as amended at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c).

RECITALS

WHEREAS, the Grantor is the owner in fee simple of certain real property, hereinafter called the "Protected Property", which has ecological, scientific, educational, and aesthetic value in its present state as a natural area;

WHEREAS, the Protected Property, after excluding the surface area of Great Ponds which are not included as part of the Protected Property, consists of approximately 6,514 acres, which the Grantor and Holder agree will be managed for the long term protection of the native plant and animal life and other natural resources found therein and consistent with the concepts of an ecological reserve;

WHEREAS, the Protected Property includes a diversity of intact natural habitats, including an exemplary Spruce-Fir-Northern Hardwood Forest on Number 6 Mountain and mixed forests without permanent roads;

WHEREAS, the Protected Property contains the entire shoreline of Hall Pond and Upper Tobey Pond, and their associated streams, of particular conservation importance as undeveloped remote ponds and as Inland Waterfowl and Wading Bird Habitat and habitat for Eastern Brook Trout;

WHEREAS, the Protected Property is a predominantly forested land area of significant breadth and diversity, with outstanding natural resources, including diverse wildlife and plant habitat, sizeable forests of high quality, productive soils, wetlands, streams, remote ponds, and other water bodies, and unique natural features, and qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 U.S.C. § 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder;

WHEREAS, of the 19,758,152 acres of Maine, only 402,230 acres are presently protected and managed as Forever Wild (The Nature Conservancy, Maine Chapter 2014), leaving 98% of Maine's land base subject to ecologically degrading uses;

WHEREAS, land conservation can be used to prevent further fragmentation and habitat loss, to

restore Ecological Integrity, to protect scenic, cultural and historic values;

WHEREAS, a Forever Wild conservation easement safeguards against the fragmentation and loss of natural wildlife habitat due to human activity that has affected many regions, fracturing wilderness and wildlife corridors, splintering natural communities and ecosystems and impeding their natural function, degrading air and water quality, and initiating a global species extinction crisis;

WHEREAS, the conservation of the Protected Property through the protection of significant recreational, wildlife and ecological areas and other conservation values will significantly add to the protected and conserved lands in the State of Maine;

WHEREAS, the Conservation Easement will protect opportunities for scenic enjoyment and limited recreational use by the general public and will yield a significant public benefit, specifically by providing backcountry recreational opportunities and scenic enjoyment to the citizens of the State of Maine;

WHEREAS, the Protected Property abuts The Nature Conservancy's Leuthold Forest Preserve which totals 10,284 acres, and adds to the existing 52,000 acres of conserved lands of the region held by the State of Maine and Forest Society of Maine, and includes a diversity of intact natural habitats, including two exemplary natural communities ranked by the Maine Natural Areas Program (MNAP), a Spruce-Fir-Northern Hardwood forest on the slopes of No. 5 Mountain that contains one of the largest areas of mature un-roaded hardwood forests in western Maine, and a Rock Outcrop Ecosystem on the summit of No. 5 Mountain; the Protected Property also includes important areas of jack pine forest that complement a MNAP ranked jack pine forest community on adjacent lands;

WHEREAS, it is the Grantor's intent that, through this Conservation Easement, further development of the Protected Property shall be limited, and;

WHEREAS, the State of Maine has authorized the creation of conservation easements pursuant to Maine Revised Statutes, Title 33, Section 476-479-C, as amended and Grantor and Holder wish to avail themselves of the provisions of that law;

NOW, THEREFORE, in consideration of the foregoing and for the benefit of the general public, the Grantor and the Holder have established this Conservation Easement on, over and across the Protected Property, consisting of the following terms, conditions, restrictions, and affirmative rights granted to the Holder, which shall run with and bind the Protected Property in perpetuity.

1. DEFINITIONS

- 1.1. **Forever Wild:** A designation for land protected in its natural character. The wild character of the land is preserved and protected and should be as free from human manipulation as possible, with management actions, if any, primarily limited to

ecological restoration and preservation of natural communities and rare species at risk. Natural occurrences such as floods, weather events, fire and native insect outbreaks are permitted to influence the land over time, creating at times areas of downed, dead wood or early successional habitat. Land managed as wild benefits the natural communities thereon as well as humans who may enjoy the scenic beauty and other wilderness values through minimal impact, non-motorized, non-mechanized wilderness recreation, such as wildlife observation.

- 1.2. **Ecological Integrity:** A condition in which natural processes, including but not limited to floods, fire, drought, seed dispersal, nutrient cycling and native insect outbreaks, are allowed to occur within their natural variation over time without human manipulation or suppression (e.g., the timing, duration and extent of a flood is allowed to run its course). These natural processes influence habitats that support native plants, animals and other organisms in groupings appropriate to the natural landscape. This dynamic and changing environment provides opportunities for biological evolution.
- 1.3. **Baseline or Baseline Documentation Report:** Means the Baseline Documentation Report prepared pursuant to Section 4.
- 1.4. **Conservation Values:** Means each and all of the following values associated with the Protected Property:
 - 1.4.1. Natural Ecological Values. The condition of the Protected Property as a biologically diverse landscape, substantially natural in character, with natural ecological processes functioning with minimal interference or manipulation from human activity and available to serve as a site for ongoing scientific research, long-term environmental monitoring, and education;
 - 1.4.2. Landscape-Scale Forestland Values. The condition of the Protected Property as healthy, diverse in age and biology, forested land area substantially natural in character and offering wilderness values;
 - 1.4.3. Aquatic Resources and Wetland Values. The Protected Property's bogs, wetlands, streams, ponds, and other aquatic habitats, including fisheries habitats, their water quality, undeveloped shorelines and riparian areas, and the ecological values and processes of these areas;
 - 1.4.4. Wildlife, Plant, and Natural Community Values. The Protected Property's diverse and extensive wildlife, plant, forest, and other terrestrial habitats, including habitats of rare, threatened, and endangered flora and fauna, other significant fish and wildlife habitats, natural communities, and the ecological values and processes of these areas;
 - 1.4.5. Recreational Values. The opportunities on the Protected Property for non-motorized, non-mechanized, low impact outdoor wilderness recreational use, including but not limited to nature observation and outdoor

recreation, by the public in a manner that is consistent with protecting the other Conservation Values of the Protected Property; and

- 1.4.6. Other Values. The unique historic, cultural, archaeological, geological, scientific, or educational sites on the Protected Property and the attributes and resources of those sites.
- 1.5. **Holder's Stewardship Endowment**: means funds transferred by Grantor to Holder to support Holder's stewardship program and managed in accordance with an agreement made part of the Baseline Documentation Report.
- 1.6. **Management Plan or Plan**: means that certain management plan to be prepared by Grantor and kept on file in the offices of the Grantor and Holder, as such plan may be amended by Grantor from time to time, which plan outlines various activities on the Protected Property which shall not be in conflict with the terms of this Conservation Easement, as more particularly described in Section 5.
- 1.7. **Parties**: means the signatories to this Conservation Easement and their successors and/or assigns.
- 1.8. **Protected Property**: means the land described in Exhibit A and depicted on Exhibit B.
- 1.9. **Invasive species**: are non-native animal, plant, or other organisms that through their capacity to spread into native systems demonstrably or potentially threaten native species.
- 1.10. **Native species**: are those that were present in an area prior to Euro-American settlement or that have moved into an area since that time without direct or indirect human assistance.
2. **GRANTOR'S RIGHT, TITLE AND INTEREST IN THE PROTECTED PROPERTY**.
The Grantor reserves all right, title and interest in and to the Protected Property, other than those specific rights granted to the Holder, including those reserved rights specifically described in this Conservation Easement.
3. **PERMITTED USES OF THE PROTECTED PROPERTY**.
- 3.1. Public Recreational Use. Public use of the Protected Property for low-impact, non-motorized, non-mechanized recreational uses is permitted, insofar as such activities are consistent with the Purposes of this Conservation Easement. Notwithstanding the foregoing, nothing contained herein should be construed as granting the general public a right of access to all or any portion of the Protected Property for any purpose whatsoever or to obligate the Grantor at any time to provide such access. The Grantor reserves the right to establish rules and to manage recreational activities on the Protected Property, and it is the responsibility of the Grantor, not the Holder, to manage recreational activities on the Protected Property. The Grantor shall address recreational use of the Protected Property and the management of those activities in the Management

Plan. Grantor shall also provide appropriate signage at appropriate locations such as at trail heads and other access points that directs visitors to remain on established trails. Nothing herein shall prohibit or limit the Grantor from charging commercial or private recreational use fees to recover costs associated with managing the Protected Property.

3.2. Construction and Maintenance of Trails, Structures, Improvements and Roads.

3.2.1. Trails. Maintenance of existing hiking trails and construction and maintenance of new hiking trails are permitted, at Grantor's discretion, provided that such activities minimize undue adverse impacts on the Conservation Values and such trails and planned maintenance activities are included in the Management Plan and consistent with the Purpose of this Conservation Easement.

3.2.2. Roads. The Grantor reserves the right to temporarily reopen or create temporary roads only as needed for management purposes as described in this Section 3, and provided such activities are included in the Management Plan. Any reopened or temporary roads shall be gated or otherwise blocked while in use to prevent access by the general public, and subsequently retired within twelve months when not in use, with the exception of the Tobey Ponds Road, which will be maintained as a primitive woods road for management purposes and public access to the Preserve.

The Tobey Ponds Road, and all other roads, reopened or temporary, shall be managed consistent with the 2004 Maine Forest Service Best Management Practices for Forestry or successor publication, to minimize undue adverse impacts on the Conservation Values.

3.2.3. Structures and Improvements. Minor structures associated with permitted uses are permitted, including, but not limited to: trail improvements such as trail markers, signs, steps, water bars, culverts, bridges, platforms, railings, small unlighted informational and interpretive signs and registration boxes; security cameras; boundary markers; study markers and grids; gates; and barriers or low fences to control unauthorized use, prevent access by motor vehicles, or protect fragile areas and areas under active management or study; provided that all such structures shall minimize undue adverse effects on the Conservation Values and minor structures are constructed of materials designed to blend into the natural environment, including, without limitation, logs and wood products, including pressure treated wood. Gates are not required to blend into the natural environment and may be made of metal, cement or other permanent materials.

3.3. Scientific Research and Monitoring. Non-manipulative scientific research and monitoring, including archeological research may be conducted by Grantor and by third parties with prior written permission of the Grantor on the Protected Property so long as such activities are consistent with the Purpose of this Conservation Easement and do not involve significant alterations of the physical features of the environment, including but not limited to soils, water flow, groundwater flow and topography, or alteration of

vegetation in a total area larger than 400 square feet for any research or monitoring site. The placement of temporary or permanent plot markers and ancillary research equipment is permitted provided they are located and designed to minimize undue adverse impacts on the Conservation Values. In addition, all activities described in this subsection shall be included in the Management Plan.

- 3.4. Commercial Recreational Uses. Commercial guide expeditions are allowed insofar as such activities are consistent with the Purpose of this Conservation Easement and shall minimize undue adverse impact on the Conservation Values and provided that Grantor shall not grant exclusive use of the Protected Property to any person or entity for such recreational purposes. Written permission of the Grantor is required and permission may only be granted if the use is limited to education or nature study and limited to groups of less than 15.
- 3.5. Use of Motorized Vehicles and Equipment. At the discretion of the Grantor, the use of snowmobiles is permitted anywhere on the Protected Property solely for limited administrative use by the Grantor and similar use by the Holder. At the discretion of the Grantor, the use of ATV's and motorized vehicles other than snowmobiles may only be used on roads described in Section 3.2.2 for limited administrative use by the Grantor and similar use by the Holder. The use of motorized vehicles is permitted on the Tobey Ponds Road. Use of motorized vehicles for emergency, health and safety purposes is allowed in a manner that minimizes undue adverse impacts on the Conservation Values to the extent practicable. The Grantor reserves the right to use motorized equipment to retire existing roads consistent with Section 7, and to use hand-held motorized equipment such as chainsaws and brush saws to maintain trails.
- 3.6. Vegetation and Animal Pest Management. The limited removal of trees and vegetation associated with permitted uses in Section 3 is permitted. In addition, Grantor shall have the right, under and in accordance with the Management Plan, to restore or allow to revert to a natural condition, roads, building sites or other areas altered by human activity. In addition, Grantor shall have the right to remove and replant trees and vegetation solely for the purpose of protecting species, restoring damaged habitat, and controlling the spread of non-native diseases or blights, provided such measures are incorporated into the Management Plan and are designed to minimize undue adverse impacts on the Conservation Values. Tree cutting and undergrowth clearing shall be minimized in keeping with the primary purpose of this Conservation Easement, to maintain the Ecological Integrity of the Protected Property. Under and in accordance with the Management Plan, Grantor shall have the right to control or remove by legal means for ecological reasons, invasive species of plant or animal, including feral animals, or to control disease outbreaks. If such control or removal involves the use of insecticides, herbicides, or other biocides, such application shall be by the narrowest spectrum, least persistent material appropriate for the target species, and shall minimize undue impacts on the Conservation Values. Emergency rapid response for the removal of newly identified or unanticipated rapid spread of invasive species may be undertaken by the Grantor without inclusion in the Management Plan. Grantor shall provide notice to Holder of any emergency rapid response activities within 30 days of the emergency rapid response.

- 3.7. Hunting and Trapping. Hunting is allowed with the permission of the Grantor. Notwithstanding the foregoing, bear baiting, hunting stands and animal trapping shall not be permitted by the Grantor on the Protected Property.
- 3.8. No Required Uses. No uses which are permitted in this Conservation Easement shall be deemed as required uses of the Protected Property by the Holder or any other party.
4. **BASELINE DOCUMENTATION REPORT.** The Baseline includes, as of the date of this Conservation Easement, documentation of the current knowledge of the physical, and biological condition of the Protected Property, its physical improvements, and the special sites and resources that may require special protection or management, including but not limited to all such information as it relates to documenting the Conservation Values. Prior to the date of this Conservation Easement, the Holder has prepared and completed the Baseline for the Protected Property, and the Grantor has acknowledged in writing to the Holder the accuracy of the Baseline.
5. **MANAGEMENT PLAN.** The Management Plan, as such term is defined in Section 1.6, describes Grantor's proposed management of the Protected Property consistent with the Purposes of this Conservation Easement. The Grantor shall provide the Holder with a copy of the Management Plan within 12 months of the date of this Conservation Easement and a copy of any revision to the Management Plan at least 30 days before such revision shall be deemed to have taken effect.

Holder shall have the right, but not the obligation, to review the Management Plan, as such plan may be revised in accordance with this Section, for consistency with the Purpose and terms of this Conservation Easement. If the Holder finds that any portion of the Management Plan is inconsistent with the terms of this Conservation Easement or that resulting activities could result in a violation of this Conservation Easement, the Holder will provide written comments to the Grantor identifying and explaining such inconsistencies, but it is acknowledged that the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement. The Holder has no right of approval over the Management Plan.

Grantor shall describe and map in the Management Plan all known Endangered, Threatened, or Special Concern wildlife designated under state or federal law, and rare plants and rare or exemplary natural communities as identified by the Maine Natural Areas Program or its successor. If Grantor identifies, or becomes aware of, any additional features of ecological significance subsequent to the completion of the initial Management Plan, Grantor shall amend the Management Plan to add such features within one year of their discovery or recognition.

6. **RESTRICTIONS ON THE PROTECTED PROPERTY.** Other than the permitted activities and uses described in Section 3 above and in this Section, there shall be no residential, commercial, agricultural, farming, ranching, forest management, timber extraction, mining, mineral exploration or industrial uses of the Protected Property, specifically:

- 6.1. Extinguishment of Development or Mitigation Rights. All rights to develop or use the Protected Property that are prohibited by or inconsistent with this Conservation Easement are extinguished, and shall not be used to transfer development rights to other land, or to permit increased development or natural resource use or removal on other land, or to achieve other voluntary or regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation, on land not subject to this Conservation Easement.
- 6.2. The Use of Motorized Vehicles. The use of All Terrain Vehicles (ATVs), motorcycles, snowmobiles, snowmobile groomers, or any other motorized vehicle is prohibited within the Protected Property, except as provided for in Section 3.5.
- 6.3. Division. The Protected Property shall remain in its current configuration without subdivision, partition, or other division into parcels or lots that results in the transfer or conveyance by deed, lease or contract of any portion of the Protected Property into separate ownership or control from the remainder of the Protected Property, except as follows (each a "Permitted Division"):
- 6.3.1. Conveyances to Resolve Boundary Disputes. The Grantor may quitclaim or release portions of the Protected Property to abutters to the extent necessary to resolve bona fide boundary disputes, provided that the total acreage of land protected under this Conservation Easement shall not be materially reduced by such a conveyance unless required by a court order; and
- 6.3.2. Conveyances to Conservation Organizations and Agencies. The Grantor may divide the Protected Property by sale, gift, conveyance, lease or otherwise, once, into two separate parcels, in order to transfer any portion of the Protected Property to the State of Maine, or another entity that meets the requirements set forth in Section 13, for permanent conservation ownership by such a qualified entity, subject to the terms of this Conservation Easement. No further divisions will be permitted.
- 6.4. Structures and Improvements, Roads and Utilities. No new structures, improvements, roads or utilities of any kind, temporary or permanent may be located on the Protected Property, except as specifically permitted in Section 3.
- 6.5. Surface Alterations. No filling, dumping, excavation, or other alteration may be made to the surface or subsurface of the Protected Property or to its surface or ground waters, or wetlands; except as necessary to remediate erosion on trails, to carry out the activities permitted by Section 3, and as otherwise may be necessary to exercise the rights reserved in this Conservation Easement.
- 6.6. Excavation of Minerals, Geothermal Resources and Hydrocarbon. There shall be no exploration for, or development and extraction of, geothermal resources, minerals, hydrocarbon, groundwater, or any other deposits by any surface or sub-surface mining or any other method on or under the Protected Property.

- 6.7. Waste; Hazardous Substance. There shall be no placing, filling, storing or dumping on the Protected Property of rubbish, garbage, debris, waste materials, landfill, or any hazardous substance, except that the Grantor may use and transport in appropriate containers, designed and maintained to avoid spillage or other contamination of the surrounding environment, hazardous substances generated or used in connection with permitted management activities (including, oil, gasoline, pesticides and other chemicals) and upon cessation of the use of such materials, shall remove such material from the Protected Property as soon as reasonably possible. Storage of hazardous materials is prohibited except for limited temporary storage for a specific planned use allowed under this Conservation Easement and which shall be consistent with maintaining the Conservation Values.
- 6.8. Recreational Use Restrictions. Bicycles of any types, horses or other trail animals and domestic pets shall not be permitted by the Grantor on the Protected Property. Camping shall not be permitted by the Grantor on the Protected Property, except that the Grantor and Holder, and their respective employees and agents, shall have the right to camp anywhere on the Protected Property for management, administrative or monitoring purposes, so long as such camping is consistent with and minimizes undue adverse impacts on the Conservation Values, and is consistent with the principles of Leave No Trace Center for Outdoor Ethics, as set forth in Exhibit C (it being understood that otherwise prohibited activities are not permitted by being included in Exhibit C).
- 6.9. Baiting, Hunting and Trapping: Bear baiting, hunting stands and animal trapping shall not be permitted by the Grantor on the Protected Property.
- 6.10. Non-Native Plants and Animals. The purposeful introduction of non-native species of plant or animal, as such species are described in currently published guides to flora and fauna of northern Maine, or as determined by the Maine Natural Areas Program, a program of the Maine Department of Agriculture, Conservation and Forestry, and Maine Department of Inland Fisheries and Wildlife, or a similar organization with such expertise, is prohibited.
- 6.11. Surface Water, Groundwater, and Wetlands. Polluting, altering, depleting, diverting, siphoning, channeling, leveling, filling, drilling, diking, damming, ditching, extracting or manipulating of any surface and/or ground water or of any wetland area and/or conveying of any water rights is prohibited, except as may be necessary to carry out activities permitted in Section 3.
7. **GRANTOR'S ROAD CLOSURE OBLIGATION.** Grantor shall maintain the existing temporary barriers and signs to prohibit vehicular access to all roads and trails on the Protected Property, with the exception of the Tobey Ponds Road. Within twelve months of the date hereof, Grantor shall close and retire all such roads, with the exception of the Tobey Ponds Road, and trails to vehicular access.
8. **RIGHTS AND OBLIGATIONS OF THE HOLDER FOR MONITORING AND ENFORCEMENT PURPOSES.** To accomplish the Purpose, the following rights and

easements are granted to and obligations imposed upon the Holder:

- 8.1. Affirmative Rights and Obligations of the Holder related to Monitoring, Enforcement and Administration. The Holder shall have the right to assure compliance with the terms of this Conservation Easement. In connection with such right, the Holder shall have the right to enter the Protected Property at any reasonable time and in any reasonable manner, being the same rights of entry and manner as afforded the Grantor through provisions of this Conservation Easement and over any and all rights of way and roads over which the Grantor has rights of access, subject to the requirement of this paragraph, for the purposes of inspection, monitoring, enforcement and remediation of any violations of this Conservation Easement.
- 8.2. Annual Meeting. Absent an agreement to the contrary, the Grantor and the Holder, or their designees, shall meet annually at a date, location and time convenient for the parties to review the Grantor's management activities, the Holder's monitoring activities, and discuss any questions or concerns regarding the Protected Property and the exercise of the rights by either party under this Conservation Easement.
- 8.3. Reports and Records. The Holder shall keep on file and provide to the Grantor reports made in connection with the Holder's monitoring of the condition of the Protected Property and Grantor's compliance with the terms of this Conservation Easement. The Holder shall also keep on file all documents pertinent to the interpretation and enforcement of this Conservation Easement.
- 8.4. Access by Roads. Vehicular access shall only be over open roads (i.e., those roads that the Grantor has not closed to use for the Grantor's management of the Protected Property) or as otherwise permitted in Section 3. If the Grantor has gated roads, but utilizes the roads beyond the gates, the Grantor shall provide the Holder with vehicular access through the gates and on and across such roads. Further, the Holder shall not use roads in a manner that could reasonably be anticipated to result in road damage with the exception of reasonable wear and tear.
- 8.5. No Obligation to Create or Maintain Access. The Grantor is under no obligation to create or maintain vehicular access for the Holder or any other entity or individual. Further, the Holder's rights of access do not include any rights or obligation of construction or maintenance related to vehicular access or any other affirmative right to undertake site alteration or to place access-related structures or improvements on the Protected Property or on any other lands of the Grantor.
- 8.6. No Separate Assignment. The Holder's access rights are not assignable except in connection with the permitted assignment by the Holder of this Conservation Easement.
- 8.7. Holder's Stewardship Endowment. As part of the grant of this Conservation Easement, the Grantor intends to transfer funds to the Holder to support the Holder's stewardship program in recognition of Holder's commitment to ensuring that the terms of this

Conservation Easement are met. The Holder will manage these funds according to an agreement to be signed by both Parties, and made part of the Baseline. In the event the Holder assigns this Conservation Easement to a third party, the Holder shall transfer funds to such third party, according to that signed agreement, to similarly support ongoing stewardship oversight of the easement.

9. THE HOLDER'S REMEDIES.

- 9.1. Notice of Violation; Corrective Action. If the Holder becomes aware of a violation of this Conservation Easement, the Holder shall notify the Grantor of such violation and request that the Grantor cure the violation, and, if the violation involves damage to the Protected Property resulting from any use or activity that the Holder determines, in its reasonable judgment, to be inconsistent with the Purpose, that the Grantor restore, to the extent practicable, the portion of the Protected Property so damaged to a condition substantially similar to that which existed prior to the violation.
- 9.2. Injunctive Relief. If the Grantor does not cure the violation within thirty (30) days after receipt of notice thereof from the Holder, or under circumstances where the violation cannot reasonably be cured within said period, does not begin curing such violation within said period, and/or does not continue diligently to cure such violation until finally cured, the Holder may, after fifteen (15) days' notice to the Grantor, bring an action at law or in equity in court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Protected Property to the condition substantially similar to that which existed prior to injury to the extent such restoration is practicable.
- 9.3. Damages. In the event of a judicial determination, or a determination by any other decision-maker mutually agreed by the Parties to make a determination of whether a violation of this Conservation Easement has occurred (such as an arbitrator or other alternative-dispute-resolution decision-maker), that the Grantor has violated this Conservation Easement, the Holder will be entitled to recover reasonable damages for violation of the terms of this Conservation Easement, including reasonable attorneys' fees and expenses.
- 9.4. Emergency Enforcement. If the Holder, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property resulting from an alleged violation of the terms of this Conservation Easement, the Holder may, with prior notice to the Grantor, enter upon the Protected Property for the purpose of assessing damage or threat to the Conservation Values thereon resulting from a violation of the terms of this Conservation Easement and determining the nature of curative or mitigation actions that should be taken; and pursue its remedies under this Section with at least twenty-four (24) hours' prior notice to the Grantor, but without waiting for the cure or notice period provided under this Section to expire.

- 9.5. Costs of Enforcement. In the event that a circumstance of noncompliance with the Conservation Easement is corrected through negotiation and voluntary compliance, the party who was not complying shall reimburse the other party for all reasonable costs incurred in investigating the non-compliance and securing its correction. In the event that a dispute is resolved through judicial enforcement or by the decision of some other decision-maker mutually agreed by the parties to resolve a dispute under this Conservation Easement (such as an arbitrator or other alternative-dispute-resolution decision-maker), the prevailing party shall be entitled to an award of its reasonable costs, including attorneys' fees and any other payments ordered by such decision-maker. In all other circumstances, each party shall bear its own costs of dispute resolution.
- 9.6. The Holder's Discretion. Enforcement of the terms of this Conservation Easement shall be at the discretion of the Holder, and any forbearance by the Holder to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by the Grantor shall not be deemed or construed to be a waiver by the Holder of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the Holder's rights under this Conservation Easement. No delay or omission by the Holder in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.
- 9.7. Acts Beyond the Grantor's Control. The Grantor shall be responsible for, and the Holder shall have the right to enforce the terms of this Conservation Easement against the Grantor with respect to violations of the terms of this Conservation Easement caused by the Grantor, its successors or assigns, or their respective officers, directors, trustees, members, employees, contractors and agents or by any person or entity who enters or occupies the Protected Property with the express permission of the Grantor or pursuant to a contractual relationship with the Grantor. Provided that the Grantor does not unreasonably refuse to cooperate with the Holder to prevent, remediate or restore damage by third-parties or the public under Section 10.5, the Grantor shall not be responsible or liable for any remediation, restoration, damages, cost and/or expenses in any way caused by third parties (except those described in the preceding sentence) or the public, except as required by state or federal laws or regulations. Nothing contained in this Conservation Easement shall be construed to entitle the Holder to bring any action against the Grantor for any injury to or change in the Protected Property resulting from causes beyond the Grantor's control including, government action (including but not limited to fire suppression), fire, flood, storm, changes in climatic condition, catastrophic insect infestation, disease, acid rain or other airborne pollutants introduced into the atmosphere by third parties, naturally occurring earth movement and other similar natural events, or from any prudent action taken by the Grantor under what the Grantor reasonably and in good faith perceives to be emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Values of the Protected Property resulting from such causes. Nothing contained in this Conservation Easement shall be construed to entitle the Holder to bring any action against the Grantor for any injury to or change in the Protected

Property or any injury to any person or property resulting from the actions of the Holder or resulting from the actions of any person whose presence on the Protected Property arises out of the exercise of the Holder's affirmative rights. In addition, the liability of any owner of the Protected Property (whether the original Grantor or any successor) shall be limited to defaults occurring or arising during the period in which such party shall have been an owner of the Protected Property.

10. OTHER RIGHTS NOT IMPAIRED OR ENLARGED.

- 10.1. No Other Enforcement Rights. This Conservation Easement shall not be construed to entitle any person or entity other than the Holder or its duly authorized agents, to enforce any of the terms or conditions of this Conservation Easement against the Grantor, except pursuant to the permitted assignment by the Holder of this Conservation Easement as permitted in Section 13. Nothing in this Conservation Easement shall be construed as limiting or removing any independent authority of the Attorney General of the State of Maine under Maine law to enforce the terms and conditions of this Conservation Easement.
- 10.2. No Additional Assumption of Responsibility. Nothing in this Conservation Easement shall be interpreted as an assumption of responsibility by, or basis for liability on the part of, the Grantor for any injury to person or damage to property or loss of life that may be sustained by any person while on the Protected Property pursuant to the Conservation Easement granted hereunder to the Holder or sustained by any such person as a result of any entry on or use of the Protected Property by any persons other than the Grantor, its agents, employees, contractors, licensees and invitees. The Grantor specifically retains all the protections provided under Maine law to owners of land, including, the protections contained in 14 M.R.S. § 159-A.
- 10.3. Private Action. Actions taken by the Grantor on the Protected Property after the date of this Conservation Easement shall continue to be treated as private action and not public action (in other words, not the action of the federal, state, or local government) for the purposes of laws and regulations governing public lands, including, the Endangered Species Act, 16 U.S.C.A. §§ 1531, et seq., and the National Environmental Policy Act, 42 U.S.C.A. §§ 4321, et seq. In the event that any interests acquired by the Holder are subject to compliance with any law or regulation, said compliance shall not limit, delay, or otherwise interfere with the rights of the Grantor as set forth in this Conservation Easement.
- 10.4. No Enlargement or Extension of the Holder's Rights. No right granted to the Holder and no right or restriction enforceable by the Holder arising under this Conservation Easement shall be enlarged, extended, or otherwise altered in any manner adverse to the right, title and interest of the Grantor through prescription, adverse use, waiver, laches or any failure of the Grantor to enforce its rights.
- 10.5. Rights against Third Parties. Nothing contained in this Conservation Easement shall be construed to preclude the Grantor's and the Holder's rights to recover damages from

any third party for trespass or other violation of their respective rights in this Conservation Easement and the Protected Property. The parties agree to cooperate with and to join in such actions as are necessary to prevent the unlawful use of the Protected Property by third parties, which may include, taking legal action against third parties who trespass.

- 10.6. Additional Conservation Actions. Nothing contained in this Conservation Easement shall be construed either to limit the Grantor's rights to take additional conservation actions, such as further restrictions on the use of all or a portion of the Protected Property in order to protect the resources and Conservation Values of the Protected Property.
- 10.7. Taxes. Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and avoid the imposition of any liens that may impact the Holder's rights hereunder. Grantor shall keep the Protected Property free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to or obligations incurred by Grantor; and Grantor shall promptly notify Holder of the filing or recording of any such lien or encumbrance. Holder may, at its discretion, pay any outstanding taxes, assessments, liens or encumbrances, and shall then be entitled to reimbursement by Grantor, together with interest at the then-prevailing statutory post-judgment interest rate in Maine under Title 14 M.R.S. Section 1602-C or successor provisions thereof, calculated from the date of Holder's payment. Grantor and Holder agree that Holder shall have a lien on the Protected Property to secure Holder's right to reimbursement and that Holder may record such lien at any time. In any collection process or court action brought by Holder for reimbursement, Holder shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorney's fees.
11. **CONDEMNATION.** If all or any part of the Protected Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Holder shall act jointly to recover compensation. Except as otherwise provided by law, all awards shall be used first to reimburse all expenses reasonably incurred by Grantor and Holder in connection with the taking or in lieu purchase, secondly to cover increased stewardship costs of the remaining property to the Holder as a result of the taking, and thirdly spent for the protection of conservation lands of mutual interest to both Grantor and Holder, consistent, as nearly as possible, with the Purpose of this Conservation Easement. If only a portion of the Protected Property is subject to such exercise of the power of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Protected Property.
12. **AMENDMENT AND DISCRETIONARY CONSENTS.** Grantor and Holder acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Conservation Easement. Holder therefore may determine

whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (b) alterations in existing uses or structures, are consistent with the Purposes of this Conservation Easement. Any legally permissible amendment hereto, and any discretionary consent by Holder contemplated by this Conservation Easement, may be granted only if the Holder has determined in its reasonable discretion, that the proposed use furthers or is not inconsistent with the purposes of this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement on the Conservation Values. Holder has no right or power to consent to any prohibited use on the Protected Property that would be inconsistent with the Purpose of this Conservation Easement. Holder has no right or power to consent to any amendment that would limit the term or terminate this Conservation Easement, or take any action or consent to any restricted use that would impair the qualification of this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S. Section 476 et seq., and/or Section 170(h) or 501(c)(3) of the Internal Revenue Code, or successor provisions thereof. This Conservation Easement may not be terminated or amended in such a manner as to materially detract from the Conservation Values intended for protection without the prior approval of the court in an action in which the Attorney General is made a party. Amendments will become effective upon recording at the Somerset County Registry of Deeds.

13. **ASSIGNMENT.** This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation Purpose of this grant. Grantor shall have the right to ninety (90) days' notice of any such proposed assignment and the right of approval of any such assignment, which approval shall not unreasonably be withheld, except, the Grantor agrees that assignment of this Conservation Easement to the State of Maine, Department of Agriculture, Forestry, and Conservation, Bureau of Parks and Lands or its successor agencies shall not require the prior approval of the Grantor.
14. **SUBSEQUENT TRANSFERS.** Except as specifically provided in Section 6.3, nothing in this Conservation Easement shall be construed to prevent Grantor from selling or otherwise conveying or transferring the Protected Property or any in common and undivided interest in the Protected Property to a third party, subject to the terms of this Conservation Easement. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Protected Property, including, a security or leasehold interest. Grantor agrees to give written notice to Holder of the transfer of any interest in the Protected Property ninety (90) days prior to the date of such transfer. Grantor shall provide Holder documentation recorded at any

registry of deeds upon completion of such transfer. The failure of Grantor to perform any act required by this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

15. **MERGER.** The Grantor and Holder agree that the terms of this Conservation Easement shall survive any merger of the fee and conservation easement interest in the Protected Property. In the event of a conveyance of the fee interest to the Holder, The Nature Conservancy, shall have the option to take an assignment of this Conservation Easement and thereafter, to enforce the terms of the Conservation Easement.
16. **NOTICES.** All notices under this Conservation Easement shall be effective upon receipt or refusal if in writing and delivered by hand or sent by mail, postage prepaid, certified or registered mail, return receipt requested, or overnight delivery service providing proof of receipt, addressed as follows, unless one Party has been notified by the other in writing of a change of address or change of ownership:

To Grantor:

The Nature Conservancy, Maine Chapter c/o Executive Director
14 Maine Street, Suite 401
Brunswick, ME 04011-2026

Copy to:

The Nature Conservancy
99 Bedford Street, 5th Floor
Boston, MA 02111
Attention: Legal Counsel

To Holder:

Forest Society of Maine
c/o Executive Director
115 Franklin Street, 3rd Floor
Bangor, Maine 04401

In the event that notice to Holder or to Grantor at the last address on file with the other Party is undeliverable, the sending party shall provide notice by a method acceptable under this Section as follows: (i) if to Grantor, at Grantor's last known address on file with the State Tax Assessor or the current taxing authority with jurisdiction over the Protected Property, and in the case of a corporate Grantor, to the address on file with the Secretary of State, State of Maine, or (ii) in the case of Holder to the address on file with the Secretary of State, State of Maine; if receipt or refusal under a method acceptable under this Section is not accomplished at this address, then such notice shall be sent by regular mail to this

address, and the mailing of such notice shall be deemed compliance with the notice provisions of this Conservation Easement.

17. **RECORDING.** Original counterparts of this Conservation Easement shall be recorded by Holder at its expense in the Registry of Deeds of Somerset County, Maine. Holder may re-record this Conservation Easement at Holder's expense at any time as may be required to preserve its rights in this Conservation Easement.

18. **GENERAL PROVISIONS.**

18.1. **Controlling Law; Compliance with Laws.** This Conservation Easement is created pursuant to Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, Sections 476 through 479-C, inclusive and shall be construed in accordance with the laws of the State of Maine.

18.2. **Including; Any.** As used in this Conservation Easement, the words "include" or "including" means "including without limitation", and "any" means "any and all."

18.3. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose and the policy of 33 M.R.S. §§ 476 through 479-C inclusive, as amended. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid shall be favored over any interpretation that would render it invalid.

18.4. **Severability.** If any provision of this Conservation Easement, or its application to any person or circumstance, is found to be invalid, the remainder, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby so long as the Purpose of this Conservation Easement can still be carried out.

18.5. **Entire Agreement.** This Conservation Easement contains the entire agreement of the parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged in this Conservation Easement. This Conservation Easement may not be amended except as provided in Section 12.

18.6. **No Forfeiture.** Nothing contained herein is intended to result in a forfeiture or reversion of Grantor's fee title in any respect.

18.7. **Successors.** This Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

18.8. **Captions.** Captions used in this Conservation Easement are solely for convenience of reference and shall not be used for construction or interpretation.

18.9. Counterparts. Each party may execute this Conservation Easement in counterparts, and each counterpart shall be deemed an original instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

18.10. Construction. In all matters of interpretation, whenever necessary to give effect to any clause of this agreement, the neuter, masculine and feminine include each other, and the singular includes the plural, and the plural includes the singular.

This Conservation Easement is granted to Holder subject to all rights and reservations of record.

IN WITNESS WHEREOF, the parties here to have set their hands and seals this 26th day of June 2015.

THE NATURE CONSERVANCY

By: Thomas Rumpf

State of Maine)
)SS:
County of Cumberland)

June 26th, 2015

Thomas Rumpf personally appeared before me, and acknowledged the foregoing instrument to be his free act and deed in his capacity as Assoc. State Director and the free act and deed of The Nature Conservancy.

Before me,

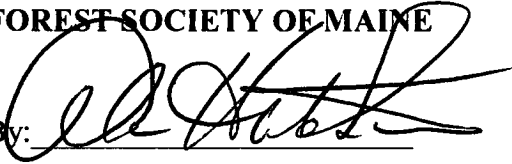
Joanne T. Hollenbeck
Notary Public
Printed Name: Joanne T. Hollenbeck
My Commission Expires:

JOANNE T. HOLLENBECK
Notary Public, Maine
My Commission Expires October 13, 2019

HOLDER ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by the Forest Society of Maine, the Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Alan Hutchinson, its Executive Director hereunto duly authorized, this 25 day of June, 2015.

FOREST SOCIETY OF MAINE

By: 

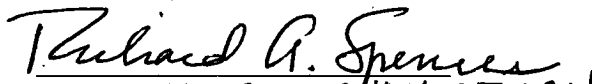
Its: Executive Director

State of MAINE)
)SS:
County of Franklin)

June 25, 2015

ALAN HUTCHINSON personally appeared before me, and acknowledged the foregoing instrument to be ~~his~~ his free act and deed in his capacity as EXECUTIVE DIRECTOR and the free act and deed of the Forest Society of Maine.

Before me,


~~Notary Public~~ ATTORNEY AT LAW

Printed Name: RICHARD A. SPENCER

~~My Commission Expires:~~

Released from escrow on June 26, 2015 after confirmation of Grantor's acknowledgement of Baseline Documentation Report and execution of Conservation Easement.



Brian C. Brown
Attorney - 214-220²⁰

EXHIBIT A

LEUTHOLD PRESERVE – ADDITION LOTS

~~~~~  
TOWNSHIP 5, RANGE 7 BKP WKR &  
APPLETON TWP (TOWNSHIP 6, RANGE 7 BKP WKR)  
SOMERSET COUNTY, MAINE  
~~~~~

A certain lot or parcel of land with the improvements thereon situate in the eastern half of Appleton Township (Township 6, Range 7, BKP WKR) herein below called "Parcel 1" and a certain lot or parcel of land with the improvements thereon situate in the southern half of Township 5, Range 7, BKP WKR herein below called "Parcel 2", where both are located in the County of Somerset, State of Maine, and each is more particularly described as follows:

PARCEL 1 (Appleton Twp)

Beginning at a 5/8 inch iron rod being the northwest corner of lands now or formerly of The Nature Conservancy as described in a deed recorded in the Somerset County Registry of Deeds Volume 4195, Page 206 and being located on the north town line of Appleton Township, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 981,941 U.S. Survey Feet and an Easting of 2,892,685 U.S. Survey Feet;

thence along the west line of land of The Nature Conservancy as described in a boundary line agreement between The Nature Conservancy and Plum Creek Maine Timberlands, LLC recorded in the Somerset County Registry of Deeds Volume 4529, Page 265, South 09 degrees, 17 minutes, 10 seconds East a distance of 3,230 feet to a 5/8 inch iron rod set on the south side of a gravel road;

thence continuing along the west line of said lands of The Nature Conservancy, South 09 degrees, 30 minutes, 30 seconds East a distance of 12,969 feet, to a 5/8 inch iron rod, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 965,962.6 U.S. Survey Feet and an Easting 2,895,348.2 U.S. Survey Feet;

thence continuing South 09 degrees, 30 minutes, 30 seconds East a distance of 47 feet, more or less, to the 33 foot northwesterly offset of

the centerline of an unnamed gravel road;

thence westerly and southerly along the 33 foot northwesterly offset of the centerline of said unnamed gravel road a distance of 9,300 feet, more or less, to an intersection with the 33 foot northwesterly offset of the Spencer Road, so called, which intersection is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 961,127 U.S. Survey Feet and an Easting 2,893,474 U.S. Survey Feet;

thence southwesterly along the 33 foot northwesterly offset of the centerline of the Spencer Road a distance of 2,910 feet, more or less, to an iron rod set in 2015, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 959,125.8 U.S. Survey Feet and an Easting of 2,891,659.8 U.S. Survey Feet;

thence South 78 degrees, 19 minutes, 20 seconds West a distance of 1,716.03 feet to an iron rod, said iron rod being on a 33 foot northerly offset of the centerline of the Spencer Road, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 958,778.4 U.S. Survey Feet and an Easting of 2,889,979.3 U.S. Survey Feet;

thence westerly along the 33 foot northerly offset of the centerline of the Spencer Road a distance of 6,490 feet, more or less, to an iron rod set in 2015, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 960,081.6 U.S. Survey Feet and an Easting of 2,883,854.9 U.S. Survey Feet;

thence continuing North 02 degrees, 41 minutes, 10 seconds West a distance of 1,528 feet to an iron set in 2015;

thence South 88 degrees, 29 minutes, 00 seconds East a distance of 2,210 feet to an iron rod set in 2015;

thence North 06 degrees, 26 minutes, 10 seconds West a distance of 4,201 feet to an iron rod set in 2015;

thence North 80 degrees, 51 minutes, 50 seconds East a distance of 3,180 feet to an iron rod set in 2015;

thence North 10 degrees, 41 minutes, 00 seconds West a distance of 2,399 feet to an iron rod set in 2015;

thence South 84 degrees, 10 minutes, 20 seconds West a distance of 3,664 feet to an iron rod set in 2015;

thence North 08 degrees, 08 minutes, 30 seconds West a distance of 2,644 feet to an iron rod set in 2015;

thence North 84 degrees, 28 minutes, 00 seconds East a distance of 2,563 feet to an iron rod set in 2015;

thence North 06 degrees, 44 minutes, 00 seconds West a distance of 3,038 feet to an iron rod set in 2015;

thence North 83 degrees, 18 minutes, 20 seconds East a distance of 2,117 feet to an iron rod set in 2015;

thence North 11 degrees, 50 minutes, 50 seconds West a distance of 6,520 feet to an iron rod set in 2015 in the north line of Appleton Township (Township 6, Range 7 BKP WKR);

thence along the north town line of Appleton Township North 77 degrees, 35 minutes, 10 seconds East a distance of 5,661 feet to the point of beginning, containing 3,700 acres, more or less.

This conveyance is SUBJECT to rights of others that now exist over roads crossing said parcel herein described above.

Iron rods set are four foot long, three-quarter inch reinforcing rods with a cap marked, in part "Plisga & Day PLS 2327" set in May of 2015.

Bearings referenced herein are oriented to Grid North referencing the Maine Coordinate System of 1983, West Zone, as determined by Plisga & Day, Land Surveyors in May 2015 (reference project number: 15067). Coordinate values listed are provided as an aid in location of the property and are not intended to control bearings, distances or the positions marked by monuments defining the property boundaries. Distances listed are grid distances (grid to ground combined scale factor is 1.0000296). Magnetic North (May 2015) is 16 degrees, 8 minutes West of Grid North.

PARCEL 2 (T5, R7 BKP WKR)

Beginning at a 3/4 inch iron rod set in 2015, said iron rod being located on the south line of lands now or formerly of The Nature Conservancy described in a deed recorded in the Somerset County Registry of Deeds Volume 4195, Page 206, said iron rod being on a 33 foot

westerly offset from the centerline of the Spencer Rips Road, so called, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 973,684 U.S. Survey Feet and an Easting of 2,920,275 U.S. Survey Feet;

thence southerly along the 33 foot westerly offset of the centerline of the Spencer Rips Road a distance of 2,830 feet, more or less, to an iron rod set in 2015, said iron rod being the northeast corner of lands now or formerly of Duane Hanson as recorded in the Somerset County Registry of Deeds Volume 4211, Page 225, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 971,018 U.S. Survey Feet and an Easting of 2,920,982 U.S. Survey Feet;

thence along the north line of lands of Duane Hanson South 69 degrees, 52 minutes West a distance of 226 feet to an iron rod set in 2015 at or near 200 feet from the low water mark of Whipple Pond, so called;

thence northwesterly along the lands of Duane Hanson a distance of 6,080 feet, more or less, to an iron rod set in 2015, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 972,868 U.S. Survey Feet and an Easting of 2,915,934 U.S. Survey Feet;

thence continuing along the lands of Duane Hanson around the western end of Whipple Pond southwesterly, southerly, and easterly a distance of 5,850 feet to an iron rod set in 2015, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 971,715 U.S. Survey Feet and an Easting of 2,916,417 U.S. Survey Feet;

thence continuing along the lands of Duane Hanson around Whipple Pond southeasterly, easterly and northeasterly a distance of 13,790 feet to an iron rod set in 2015, said iron rod is located westerly of Whipple Brook, so called, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 969,913 U.S. Survey Feet and an Easting of 2,922,146 U.S. Survey Feet;

thence along the lands of Duane Hanson North 20 degrees, 15 minutes East a distance of 128 feet, more or less, to the thread of Whipple Brook;

thence along the thread of Whipple Brook southeasterly a distance of

2,030 feet, more or less, to a point, said point bearing North 50 degrees, 26 minutes, 20 seconds East a distance of 19 feet, more or less, from an iron rod set in 2015;

thence South 50 degrees, 26 minutes, 20 seconds West a distance of 19 feet, more or less, to an iron rod set in 2015, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 968,435.6 U.S. Survey Feet and an Easting of 2,923,264.6 U.S. Survey Feet;

thence continuing South 50 degrees, 26 minutes, 20 seconds West a distance of 984.73 feet to an iron rod set in 2015;

thence South 19 degrees, 32 minutes, 50 seconds West a distance of 1,812.23 feet to an iron rod set in 2015;

thence South 71 degrees, 16 minutes, 00 seconds West a distance of 8,466.93 feet to an iron rod set in 2015;

thence South 78 degrees, 38 minutes, 40 seconds West a distance of 1654.24 feet to an iron rod set in 2015, said iron rod being on a 33 foot northerly offset of the centerline of an unnamed gravel road, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 963,055.8 U.S. Survey Feet and an Easting of 2,912,258.7 U.S. Survey Feet;

thence northwesterly and southwesterly along the 33 foot northerly offset of the centerline of said unnamed gravel road a distance of 8,130 feet, more or less, to the an intersection with a 33 foot northeasterly offset from an unnamed gravel road, which intersection is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 965,401 U.S. Survey Feet and an Easting of 2,907,503 U.S. Survey Feet;

thence northwesterly along the 33 foot offset of the centerline of said unnamed gravel road a distance of 2,700 feet, more or less, to the an intersection with a 33 foot northerly offset of an unnamed gravel road, which intersection is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 967,141 U.S. Survey Feet and an Easting of 2,905,550 U.S. Survey Feet;

thence westerly along the 33 foot northerly offset of the centerline of said unnamed gravel road a distance of 790 feet, more or less, to a point at the intersection of the 33 foot northerly offset of the centerline of the gravel road and the east line of lands now or formerly of The

Nature Conservancy as described in a deed recorded in the Somerset County Registry of Deeds Volume 4195, Page 206, said point being located North 5 degrees, 55 minutes, 20 seconds West a distance of 34 feet, more or less, from an iron rod set in 2015, which iron rod is located with reference to the Maine Coordinate System of 1983, West Zone, with a Northing of 967,107 U.S. Survey Feet and an Easting of 2,904,778 U.S. Survey Feet;

thence along the east line of lands of The Nature Conservancy as described in a boundary line agreement between The Nature Conservancy and Plum Creek Maine Timberlands, LLC recorded in the Somerset County Registry of Deeds Volume 4529, Page 265, North 05 degrees, 55 minutes, 20 seconds West a distance of 2,667 feet to a 5/8 inch iron rod found;

thence continuing along the east line of lands of said The Nature Conservancy North 05 degrees, 41 minutes, 10 seconds West a distance of 2,994 feet to a 5/8 inch iron rod found;

thence along the south line of lands of said The Nature Conservancy North 86 degrees, 35 minutes, 10 seconds East a distance of 2,571 feet to a 5/8 inch iron rod found;

thence continuing along the south line of said lands of The Nature Conservancy North 86 degrees, 47 minutes, 00 seconds East a distance of 13,528 feet to the point of beginning, containing 2,864 acres, more or less, of which 55 acres, more or less, are located in the Great Pond of Hall Pond.

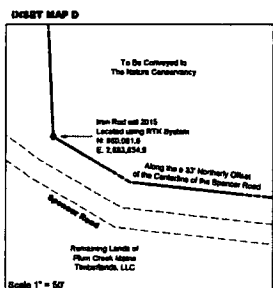
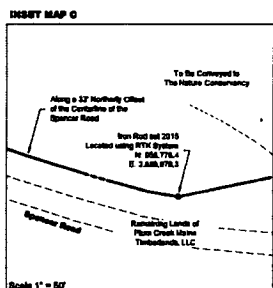
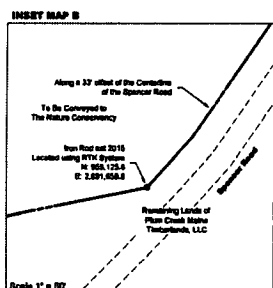
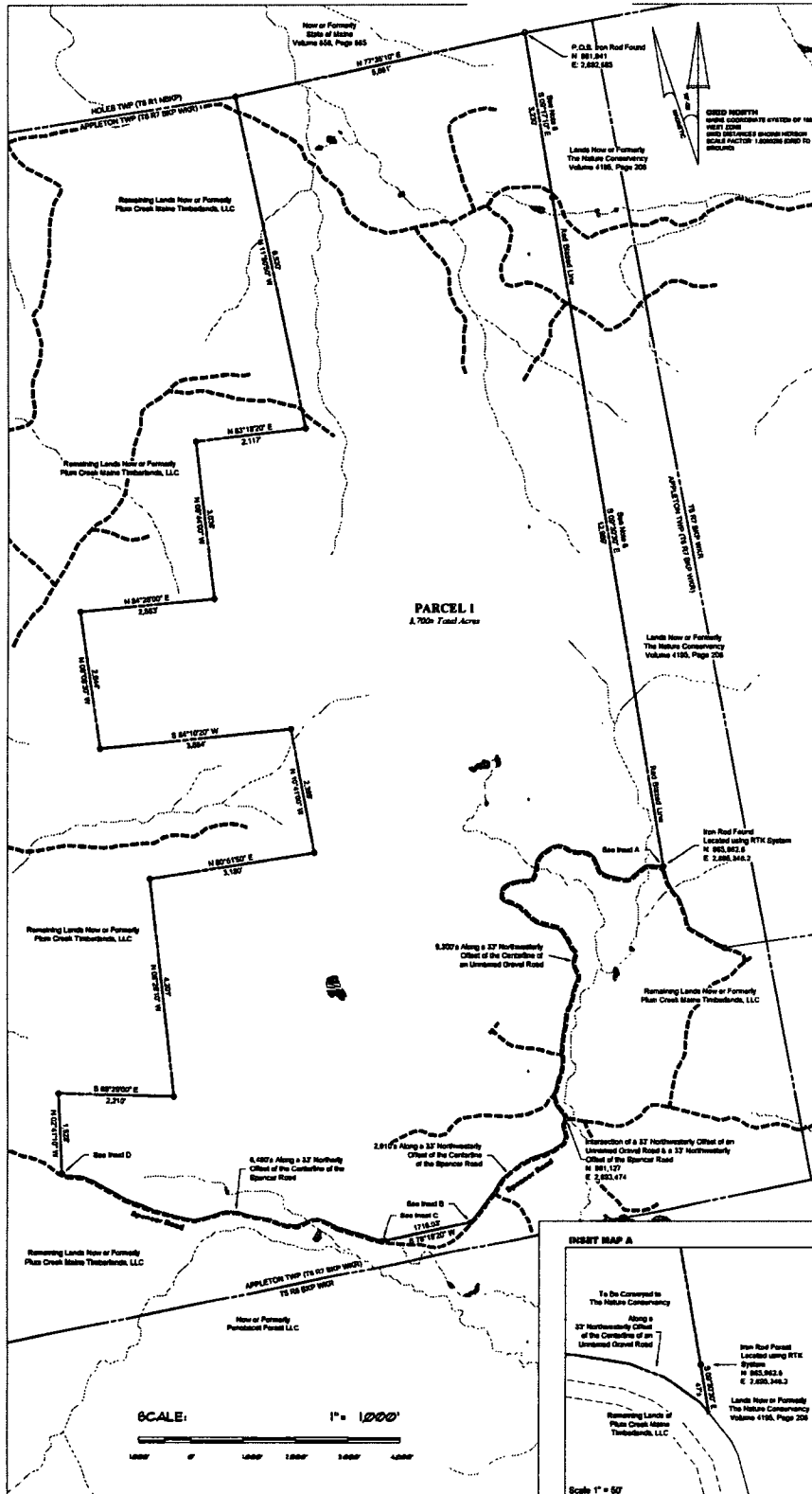
This conveyance is SUBJECT to rights of others that now exist over roads crossing said parcel herein described above.

Iron rods set are four foot long, three-quarter inch reinforcing rods with a cap marked, in part "Plisga & Day PLS 2327" set in May of 2015.

Bearings referenced herein are oriented to Grid North referencing the Maine Coordinate System of 1983, West Zone, as determined by Plisga & Day, Land Surveyors in May 2015 (reference project number: 15067). Coordinate values listed are provided as an aid in location of the property and are not intended to control bearings, distances or the positions marked by monuments defining the property boundaries. Distances listed are grid distances (grid to ground combined scale factor used is 1.0000318). Magnetic North (May 2015) is 16 degrees, 8 minutes West of Grid North.

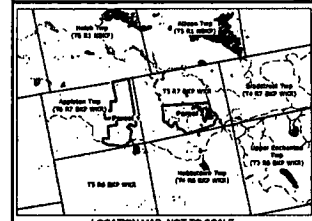
June 18, 2015
Jonathan M. Stewart
Professional Land Surveyor, Maine License # 2327

EXHIBIT B



NOTES

- DOCUMENTS REFERENCED ON THIS PLAN ARE RECORDED IN THE SHERBURN COUNTY REGISTRY OF DEEDS UNLESS OTHERWISE NOTED.
- COURTMARKS VALUES SHOWN ARE REFERENCED TO THE SAME COURTMARK SYSTEM OF THE NEELY ZONE. VALUES SHOWN IN PARENT AND SPOUSAL ARE PROVIDED AS AN INDICATION OF THE PROPERTY AND ARE NOT PROVIDED TO CONTRACT. THE POSITIONS SHOWN BY IRON ROADS DEFINE THE ACTUAL PROPERTY BOUNDARIES.
- BOUNDARIES SHOWN ARE BASED ON COGNATE EVIDENCE SUCH AS IRON ROADS OR BLAZED LINES. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012.
- THE BOUNDARY OF PLISGA & DAY LAND SURVEYORS IS BASED ON THE BOUNDARY OF PLISGA & DAY LAND SURVEYORS AS SHOWN ON THE FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012.
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- NO RIGHTS OF ACQUIESCENCE OR ADVERSE POSSESSION ARE CLAIMED BY THIS SURVEY. THE BOUNDARY OF PLISGA & DAY LAND SURVEYORS IS BASED ON THE BOUNDARY OF PLISGA & DAY LAND SURVEYORS AS SHOWN ON THE FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012.



LEGEND:

- 8\"/>

SURVEY STANDARD

THIS PLAN WAS PREPARED FROM INFORMATION OBTAINED BY A RESIDENTIAL SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012. COGNATE EVIDENCE IS FIELD SURVEY CONDUCTED BY PLISGA & DAY LAND SURVEYORS IN MAY, 2012.

STATE OF MAINE

SHERBURN COUNTY
REGISTRY OF DEEDS
RECEIVED AND FILED

_____ 20____

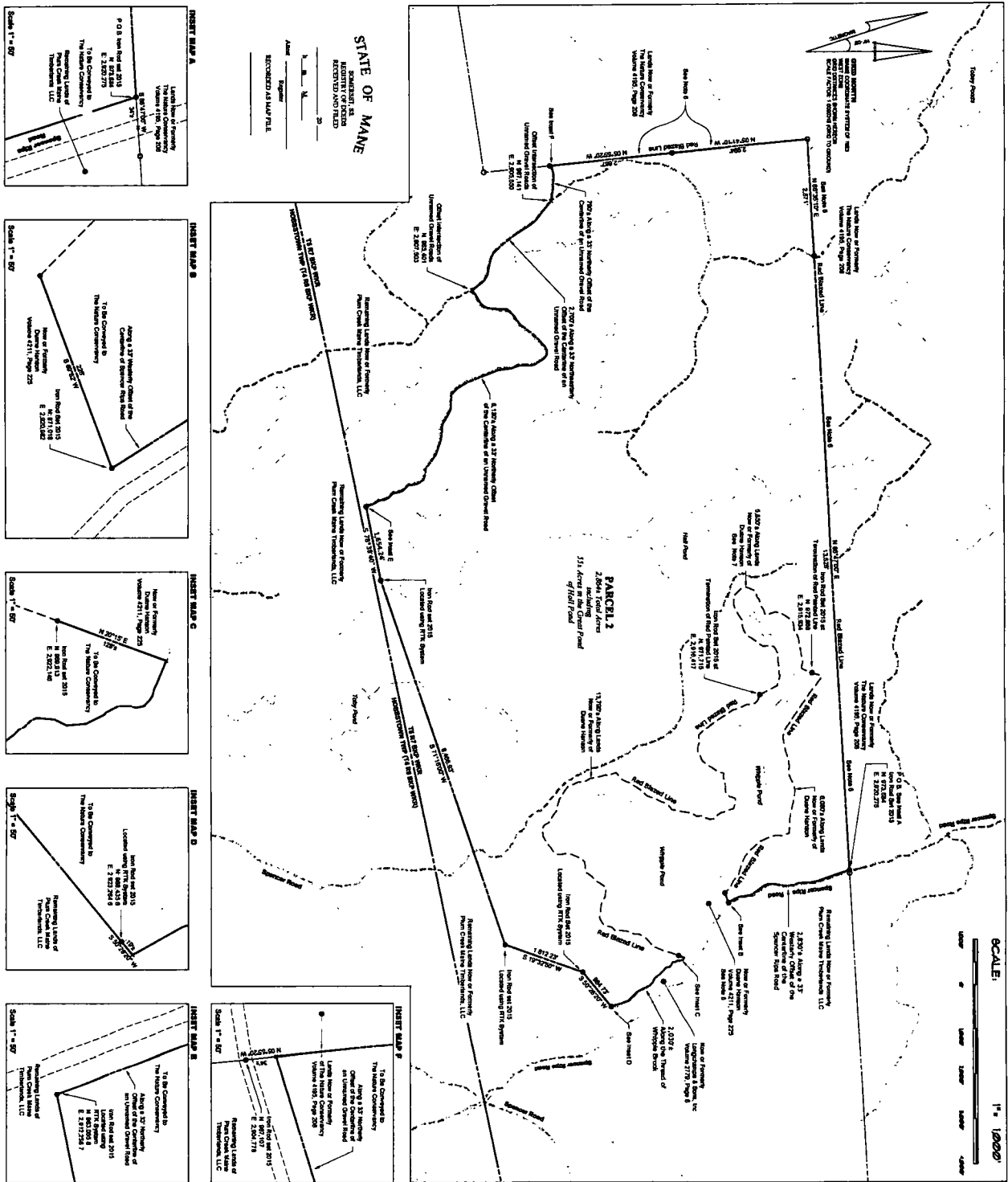
Attest _____
Register

RECORDED AS MAP FILE

SHEET TITLE

BOUNDARY SURVEY
SITE
LEUTHOLD PRESERVE ADDITION LOTS
TO BE CONVEYED TO
THE NATURE CONSERVANCY
T5 B1 BKP WGR & APPLETON TWP (T5 B1 BKP WGR),
SOMERSET COUNTY, MAINE
FOR
The Nature Conservancy
11 Maine Street, Suite 401
Brewster, ME 04611

PLISGA & DAY LAND SURVEYORS 12 MAIN STREET BANGOR, ME 04401 (207) 947-6218	PROJECT	SHEET
	LEUTHOLD PRESERVE ADDITION LOTS	1 OF 2
	DATE	6-18-2013
SCALE	1 INCH = 1,000 FEET	



STATE OF MAINE
RECORDS OF DEEDS
 RECORDED AS MAP FILE

INSET MAP A
 Scale 1" = 50'

INSET MAP B
 Scale 1" = 50'

INSET MAP C
 Scale 1" = 50'

INSET MAP D
 Scale 1" = 50'

INSET MAP E
 Scale 1" = 50'

PARCEL 1
 2,864 Total Acres
 151.4 Acres of Field Pond

PARCEL 2
 11,707 Total Acres
 1,000 Acres of Field Pond

LEGEND

● SURVEY POINT OR BOUNDARY POINT

○ PROPERTY LINE

--- REMAINING LANDS

--- FUTURE BOUNDARY

NOTES

(1) THIS DOCUMENT IS A PART OF THE RECORDS OF DEEDS OF THE STATE OF MAINE. IT IS SUBJECT TO THE RIGHTS AND INTERESTS OF ALL PARTIES WHOSE RIGHTS AND INTERESTS ARE AFFECTED BY THIS DOCUMENT. THE RECORDS OF DEEDS OF THE STATE OF MAINE ARE PUBLIC RECORDS AND ARE AVAILABLE TO ALL PERSONS. THIS DOCUMENT IS NOT TO BE CONSIDERED AS A WARRANTY OF TITLE OR AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE SURVEYOR HAS CONDUCTED A REASONABLE INVESTIGATION OF THE FACTS AND HAS FOUND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THE SURVEYOR HAS NOT CONDUCTED A TITLE SEARCH AND HAS NOT BEEN ADVISED OF ANY OTHER INTERESTS IN THE PROPERTY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER INTERESTS IN THE PROPERTY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER INTERESTS IN THE PROPERTY.

SURVEY STANDARD

THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSIONAL SURVEYORS OF MAINE. THE SURVEYOR HAS USED THE BEST AVAILABLE METHODS AND EQUIPMENT TO OBTAIN THE MOST ACCURATE RESULTS POSSIBLE. THE SURVEYOR HAS NOT CONDUCTED A TITLE SEARCH AND HAS NOT BEEN ADVISED OF ANY OTHER INTERESTS IN THE PROPERTY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER INTERESTS IN THE PROPERTY.

PLUGGA & DAY
 LAND SURVEYORS
 67 LEHIGH STREET
 SOUTH BORO, MA 01583
 (508) 861-2818

LEUTHOLD PRESERVE ADDITION LOTS
 TO BE CONVEYED TO
THE NATURE CONSERVANCY
 13 AIRBORNE WALK & APPLINGTON TWP (R) RD BPO WYBR.
 SANDSBEACH COUNTY, MAINE
 ROK
 The Nature Conservancy
 12 KILBURN STREET, SUITE 401
 BOSTON, MA 02111

SHEET TITLE
 BOUNDARY SURVEY
 SITE
 LEUTHOLD PRESERVE ADDITION LOTS
 TO BE CONVEYED TO
 THE NATURE CONSERVANCY

DATE
 9-16-2023

SCALE
 1 inch = 1,000 feet

PROJECT
 2 OF 2

Exhibit C: Leave No Trace Principles

The member-driven Leave No Trace Center for Outdoor Ethics teaches people how to enjoy the outdoors responsibly. This copyrighted information has been reprinted with permission from the Leave No Trace Center for Outdoor Ethics: www.LNT.org

Plan Ahead and Prepare

- Know the regulations and special concerns for the area you'll visit.
- Visit in small groups when possible. Consider splitting larger groups into smaller groups.

Travel and Camp on Durable Surfaces

- Durable surfaces include established trails and campsites, rock, gravel, dry grasses or snow.
- Protect riparian areas by camping at least 200 feet from lakes and streams.
- Good campsites are found, not made. Altering a site is not necessary.
 - In popular areas:
 - Keep campsites small. Focus activity in areas where vegetation is absent.
 - In pristine areas:
 - Disperse use to prevent the creation of campsites and trails.
 - Avoid places where impacts are just beginning.

Dispose of Waste Properly

- Pack it in, pack it out. Inspect your campsite and rest areas for trash or spilled foods. Pack out all trash, leftover food and litter.
- Deposit solid human waste in catholes dug 6 to 8 inches deep, at least 200 feet from water, camp and trails. Cover and disguise the cathole when finished.
- Pack out toilet paper and hygiene products.
- To wash yourself or your dishes, carry water 200 feet away from streams or lakes and use small amounts of biodegradable soap. Scatter strained dishwater.

Leave What You Find

- Preserve the past: examine, but do not touch cultural or historic structures and artifacts.
- Leave rocks, plants and other natural objects as you find them.
- Introducing or transporting non-native species is prohibited.
- Do not build structures, furniture, or dig trenches.

Minimize Campfire Impacts

- Campfires can cause lasting impacts to the backcountry. Use a lightweight stove for cooking and enjoy a candle lantern for light.
- Where fires are permitted, use established fire rings, fire pans, or mound fires.
- Keep fires small. Only use sticks from the ground that can be broken by hand.
- Burn all wood and coals to ash, put out campfires completely, then scatter cool ashes.

Respect Wildlife

- Observe wildlife from a distance. Do not follow or approach them.
- Never feed animals. Feeding wildlife damages their health, alters natural behaviors, and exposes them to predators and other dangers.
- Protect wildlife and your food by storing rations and trash securely.
- Avoid wildlife during sensitive times: mating, nesting, raising young, or winter.

Be Considerate of Other Visitors

- Take breaks and camp away from trails and other visitors.
- Let nature's sounds prevail. Avoid loud voices and noises.

**CONSERVATION EASEMENT
NORTHEAST WILDERNESS TRUST CORPORATION, GRANTOR
MAINE APPALACHIAN TRAIL LAND TRUST, HOLDER**

This **GRANT OF CONSERVATION EASEMENT** is made this 15 day of March 2024 by **NORTHEAST WILDERNESS TRUST CORPORATION**, a non-profit corporation duly organized and existing under the laws of the State of Vermont with a principal place of business at 17 State Street, Suite 302, Montpelier, VT 05602, and its successors and assigns (“**Grantor**”), to the **MAINE APPALACHIAN TRAIL LAND TRUST**, a nonprofit corporation organized and existing under the laws of the State of Maine having a business mailing address of P.O. Box 761, Portland ME 04104, and its successors and assigns (“**Holder**”).

In consideration of the following recitals and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Maine, including 33 M.R.S. §§ 476–479-C, inclusive, as amended, Grantor hereby **GRANTS** as a gift to Holder, with **QUITCLAIM COVENANTS**, the following described Conservation Easement (the “**Conservation Easement**”), in perpetuity, on, over, through, under and across certain real property in Grafton Township, Oxford County, Maine, being more particularly described in Exhibit A attached hereto and made a part hereof, and depicted on a survey plan entitled Boundary Survey Map of the Proposed Parcel to be Conveyed to the Northeast Wilderness Trust Corporation, from Bayroot LLC, known as the Grafton Forest Wilderness Preserve, dated July 30, 2021, prepared by Robert A. Yarumian II, PLS 1303 and recorded in the Oxford County Registry of Deeds in Plan Book 5664 and 5665 (hereinafter the “**South Tract Survey**”) and made a part hereof by reference, hereinafter referred to as the “**Protected Property**”, hereto on the terms and conditions set forth below.

WHEREAS, Grantor is the sole owner of the Protected Property, which consists of approximately 1,356 acres of predominately forested land area of significant breadth and diversity, with outstanding natural resources, productive soils, diverse wildlife and plant habitat, brooks, mountain slopes, elevated ridgelines, wetlands, and unique natural features; and

WHEREAS, portions of the Protected Property have ecological importance as wildlife and fisheries habitat, and development of the Protected Property in excess of that allowed under this Conservation Easement may have an adverse impact on the ecology of such areas and species; and

WHEREAS, the Protected Property is situated within the Northern Appalachian ecoregion, a largely intact forested region which spans the Tug Hill Plateau and Adirondacks in New York, northern Vermont, northern New Hampshire, and western and northern Maine where native wildlife populations remain viable and can move relatively unimpeded across much of the landscape; and

WHEREAS, the Protected Property in its entirety is important to regional fish and wildlife populations and forest health locally and regionally as lying within an important large scale ecological linkage, as identified by Two Countries One Forest and the Staying Connected Initiative; and

WHEREAS, there is scientific consensus that an essential strategy for sustaining regional wildlife populations and counteracting the negative consequences of habitat loss, fragmentation, and climate change on wildlife is to maintain landscape connectivity sufficient to sustain natural patterns of wildlife movement and allow for species migration, relocation, movement and other forms of adaptation; and

WHEREAS, the Protected Property lies within an approximately 61,470-acre area of conserved lands in Oxford County, Maine, including, but not limited to, the Appalachian National Scenic Trail, Speck Pond, Old Speck Mountain and Mahoosuc Notch; and

WHEREAS, the Protected Property is near to, visible from points along, and contains portions of the Appalachian National Scenic Trail, a national scenic trail pursuant to Public Law 90-543 as codified in 16 U.S.C. §§ 1241-1251 and a primitive trail in the Maine Trail System pursuant to 1973 Public Law Chapter 264 as codified in 12 M.R.S. § 1892 designated to provide “for the appreciation of natural and primitive areas and for the conservation of significant scenic, historic, natural or cultural qualities of the areas through which the trail[] pass[es],” to offer “primarily the experience of solitude and self-reliance in natural or near-natural surroundings,” recognizing that “buffer areas may be established and maintained to further that experience” in which “no use or development is permitted which threatens the primitive character of the land,” and that the Protected Property provides such a buffer area; and

WHEREAS, Grantor and Holder agree that, if all or a portion of the Protected Property is conveyed to the abutting owner the State of Maine or a governmental successor or assign for the purpose of management of the Protected Property as part of the corridor of the Appalachian National Scenic Trail a national scenic trail pursuant to Public Law 90-543 as codified in 16 U.S.C. §§ 1241-1251 and a primitive trail in the Maine Trail System pursuant to 1973 Public Law Chapter 264 as codified in 12 M.R.S. § 1892, that such management would be consistent with the Purpose of this Conservation Easement; and

WHEREAS, the Protected Property contains the Speck Pond Trail, the Appalachian National Scenic Trail, and other popular recreational trails important to the people of the State of Maine, and the preservation of the opportunity for continued public access on these trails by the general public, consistent with the conservation and protection of the other Conservation Values of the Protected Property and Grantor’s reserved rights, is in the public interest; and

WHEREAS, Holder is qualified to hold conservation easements pursuant to 33 M.R.S. § 476(2)(B), as amended, and is a qualified organization under the Internal Revenue Code, 26 U.S.C.A. §§ 170(h)(3) and 501(c)(3), whose purpose it is to preserve and conserve natural areas for aesthetic, scientific, charitable and educational purposes; and

WHEREAS, Grantor and Holder also have the common purpose of conserving in perpetuity the Protected Property as “a relatively natural habitat of fish, wildlife or plants, or similar ecosystem,” as that phrase is used in 26 U.S.C.A. §170(h)(4)(ii), and in regulations promulgated thereunder; and

WHEREAS, any significant change or development of the scenic, open space and natural conditions of the Protected Property, except as expressly herein provided, would have an adverse effect on the scenic and natural resources of the community, its public values and those of the environment; and

WHEREAS, the fragmentation and loss of natural wildlife habitat due to human activity has adversely affected many regions of Maine and elsewhere, fracturing wilderness systems and wildlife corridors, splintering natural habitats and ecosystems and impeding their natural functions, degrading air and water quality and initiating a global species extinction crisis (Reed Noss and Allen Cooperrider, Saving Nature’s Legacy, 1994), and land conservation can be used to prevent further fragmentation and habitat loss and restore Ecological Integrity (as hereinafter defined) (Reed Noss and Allen Cooperrider, Saving Nature’s Legacy, 1994); and

WHEREAS, land conservation also protects scenic, cultural and historic values and provides opportunities for spiritual renewal, contemplation and other forms of non-intrusive, quiet recreation; and

WHEREAS, this Conservation Easement protects “a relatively natural habitat of fish, wildlife, or plants or similar ecosystem” that fulfills the requirements of the Internal Revenue Service Code Section 170 (h) (4) (ii) and the Treasury Regulations Section 1.170A-14 (d) (3) and successor regulations; and

WHEREAS, this Conservation Easement preserves open space for the benefit of the general public and “pursuant to a clearly delineated Federal, State or local government conservation policy and will yield a significant public benefit” under the terms of the Internal Revenue Service Code Section 170 (h) (4) (A) (iii) (I) & (II) and Treasury Regulations Sections 1.170.A-14 (d) (4) (i) (ii) (iii) (iv) and (v) or successor regulations; and

WHEREAS, the Protected Property contains significant natural, ecological, scenic, habitat, quiet recreational and open space values, which reflect the unique character of the Protected Property and surrounding area and are of great importance to the Holder, the people of the State of Maine and that further the Purposes of this Conservation Easement; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants, terms, conditions and restrictions herein contained, and pursuant to the laws of the State of Maine, Grantor and Holder have established, forever and in perpetuity, a Conservation Easement in gross on, over, through, under and across the Protected Property, as follows.

The recitals set forth above are incorporated by reference and made a part hereof.

I. PURPOSES OF THE CONSERVATION EASEMENT

This Conservation Easement is granted from Grantor to Holder for the following conservation purposes (the “Purposes”):

To protect the Protected Property as Forever Wild to (1) safeguard biological diversity by protecting the Protected Property’s environments and ecological processes, including those described herein; (2) support viable populations of native species and their habitats; and (3) preserve and restore the wild qualities and natural beauty of the majority of the Protected Property as free from human disturbance, noise, artificial light and pollution as practicable; (4) to store and sequester carbon indefinitely by allowing natural processes to persist; and (5) to minimize adverse impacts upon the experience of Appalachian Trail users of solitude and self-reliance in natural or near-natural surroundings and prevent development that, if permitted, would threaten such primitive character.

In order to establish the present condition of the Protected Property and its conservation attributes protected by this Conservation Easement so as to be able to monitor properly future uses of the Protected Property and ensure compliance with the terms hereof, Holder and Grantor have prepared an inventory of the Protected Property’s relevant features and conditions (the “Baseline Documentation”) and have certified the same as an accurate representation, to the extent known, of the condition of the Protected Property as of the date of this grant, as required under Treasury Regulations §1.170A-14, for tax deductible conservation easement gifts.

Grantor and Holder acknowledge that conditions which sustain the Conservation Values may change over time, and that the change or disappearance of some Conservation Values do not invalidate the others.

II. DEFINITIONS

Some terms used within this Conservation Easement are defined as follows:

“Baseline Documentation Report” (or “BDR”) is a report developed from a process of gathering and integrating background and field research about the Protected Property and its surroundings to document the ecological composition and condition of the Property. The BDR may include information on the Protected Property’s physical, biological or chemical constituents, its bedrock and surface geology, soils, ground and surface water, plants, animals, fungi or other organisms. The BDR may also document existing uses and address the surrounding context of the Protected Property: the flow of energy, materials, water, and organisms or genetic material onto and off of the Property.

“Coarse Woody Debris” is a broad term that refers to fallen dead trees and the remains of large branches on the ground in forests, rivers, and wetlands. Coarse Woody Debris for the purpose of this Conservation Easement also includes standing dead trees, often called snags. The amount of coarse woody debris is considered a key indicator in the health of forests

across the Northeast. Coarse Woody Debris create niche habitat for myriad species, feeds new vegetation, and returns nutrients to the forest. In a healthy northeastern forest, the total biomass of a forest may include up to thirty percent Coarse Woody Debris.

“Conservation Science” includes scientific disciplines such as conservation biology, restoration ecology, hydrology, zoology, ecology and botany when they are applied to the study, documentation, protection, maintenance, or restoration of ecological and evolutionary processes that sustain species, natural ecosystems and landscapes.

“Conservation Values” means the significant natural, ecological, scenic, habitat, recreational, and open space values of the Protected Property that further the Purposes of this Conservation Easement.

“Ecological Integrity” describes a condition in which natural processes (e.g. floods, drought, seed dispersal, nutrient cycling and maintenance of microclimates) are allowed to occur within their natural context and cycle over time without direct human manipulation or suppression (e.g. the timing, duration and extent of a flood is allowed to run its course). These natural processes influence habitats that support native plants, animals and other organisms in groupings appropriate to their natural landscape. This dynamic and changing environment provides opportunities for biological evolution.

“Forever Wild” is a designation for land protected in its natural condition. The Ecological Integrity and wild character of the land are preserved and protected in perpetuity. Forever Wild land should be as free from human manipulation and disturbance as possible, with management actions, if any, primarily limited to ecological restoration or to preserve natural communities and processes as well as rare species at risk. Natural occurrences such as floods, weather events, fire, and native insect outbreaks should continue to influence the land over time, creating at times areas of downed, dead wood or early successional habitat. Land managed as wild benefits the natural communities therein as well as humans who may enjoy the scenic beauty and other wilderness values through minimal-impact, non-mechanized nature recreation, such as hiking and wildlife observation.

“Invasive Species” are non-native animals, plants or other organisms that through their capacity to spread into native systems demonstrably or potentially threaten native species.

“Native Species” are animals, plants, and other organisms that were present in an area prior to Euro-American settlement or that have moved into an area since that time without direct or indirect human assistance.

“Trammels” are human-constructed restrictions or manipulations of the land that impede or restrict natural wild processes. On Forever-Wild landscapes, examples of trammels may be, but are not limited to culverts, dams, paved roads, or heavily degraded and impacted log landings.

III. PERMITTED ACTS AND USES, EXCEPTIONS TO OTHERWISE PROHIBITED ACTS AND USES, AND PROHIBITED ACTS AND USES

A. Permitted Acts and Uses.

Notwithstanding the below prohibitions in Section III.B, the following acts and uses are permitted whether or not they are part of the Management Plan contemplated in Sections III.C and IV, but only to the extent that such acts or uses do not materially impair the Conservation Values of the Protected Property, are not inconsistent with the Purposes as defined in Section I above and are in compliance with all applicable federal, state, and local laws. It shall be solely Grantor's responsibility to ensure compliance with all applicable federal, state, and local laws, and although noncompliance with such laws shall also constitute a violation of this Conservation Easement, Holder shall have no responsibility to monitor or enforce compliance with such laws.

Permitted Uses Not Requiring a Management Plan include:

1. The right to engage in low-impact, non-developed activities such as hiking, wildlife observation, snowshoeing, cross-country skiing, ecological educational opportunities, and the quiet enjoyment and contemplation to enjoy and learn from the wild and scenic nature of the Protected Property through minimal impact, non-mechanized nature recreation;
2. The right to mark and maintain boundaries and erect signs prohibiting illegal public uses of the property, so long as the location and manner of the marks and signs are approved by the Holder.
3. The right to monitor and study ecological conditions including the use of scientific instruments for that purpose.
4. The right to temporarily permit otherwise prohibited acts and uses to the extent necessary for emergency, public safety, and law enforcement activities.
5. The right to inventory, qualify, and sell carbon sequestration credits that may result from its conservation of the property as Forever Wild, including the right to erect markers required for such an inventory.
6. The right to enter into Cultural Respect Easement(s), or other similar document, with Federal and/or State recognized tribes.
7. The right to maintain existing trails on the Protected Property, including without limitation the Speck Pond Trail and the Appalachian National Scenic Trail. Primitive trail improvements, such as boardwalks, steps, water bars and foot bridges, that minimize recreation impacts and erosion may be installed and maintained, as well as any signage or other structures associated with these trails.

B. Prohibited Acts and Uses.

To ensure the wild character of the Property, in accordance with the Purposes set forth above, and subject to the exceptions set forth in Sections III.A and III.C, the following acts and uses are prohibited on, above, through or below the Property. Prohibitions include but are not limited to those acts and uses specifically listed below:

1. Residential or industrial activities;
2. Commercial activities that could be deemed more than *de minimis*;
3. Constructing or placing any temporary or permanent structure, or expanding an existing structure, including but not limited to, any building, dwelling, mobile home, tennis court, landing strip, swimming pool, fencing, bridge, culvert, asphalt or concrete pavement or any other impervious surface, bulkhead, wind generating facility, hydropower generating facility, sign, billboard or other advertising display, antenna, utility pole, telecommunication or other tower, conduit, utility line, piling, permanent lighting, parking lot or sewage disposal system, except that permanent structures contemplated in Section III.A. and III.C and temporary structures that are associated with uses and acts expressly permitted in Section III.A and III.C are not prohibited;
4. Constructing or placing any temporary or permanent structure, facility or improvement that detracts from the wild character of the land; may encourage human use that is more than transient; or may encourage people to leave trash, including but not limited to picnic tables, trash cans, benches, tent platforms, or latrines that may require maintenance or invite nuisance animals or insects;
5. Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock, oil, gas or other mineral resources or natural deposits;
6. Constructing, bulldozing, disking, plowing, harrowing, ditching, scraping, excavating, drilling, stabilizing or terracing banks or other topography, or otherwise destroying or altering the natural topography or soils;
7. Cutting, trimming, removing, digging, scraping or otherwise destroying trees, coarse woody debris, or other vegetation except in connection with permitted activities under Section III.A and III.C;
8. Placing, filling, spraying, storing, injecting or dumping on or applying chemicals (including but not limited to fertilizers, insecticides and herbicides, as defined under applicable federal or state law), or any toxic or hazardous substances or materials;
9. Placing, filling, spraying, storing, injecting or dumping on or applying trash, vehicle bodies or parts, junk, waste, bio-solids, sludge, other debris or any other unsightly or offensive material, or the installation of underground storage tanks;

10. Polluting, altering, depleting, diverting, siphoning, channeling, leveling, filling, drilling, diking, ditching, damming, draining, extracting or manipulating of any surface water, ground water or wetland;
11. Altering or manipulating the hydrological regime (timing, duration, frequency, magnitude or extent of hydrological processes such as natural flooding or drying);
12. Conveying water rights;
13. Constructing new roads or trails, except as permitted in Section III.C;
14. Operating, allowing operation of or encouraging the use of motorized or mechanized vehicles, including but not limited to off-road vehicles, dune buggies, snowmobiles, trail or other bicycles, motorized boats, jet skis, or all-terrain vehicles, except in connection with permitted activities under Sections III.A and Section III.C;
15. Activities that leave behind tools or structures, such as rock climbing that leaves permanent equipment, camping or fires, except as permitted in Section III.C;
16. Purposefully introducing non-native species of plant or animal as defined by up-to-date publications applicable to floras and faunas in Maine;
17. Planting or broadcasting any genetically modified organisms, transgenic organisms, or organisms replicated through genetic manipulation such as cloning;
18. Managing for forest products or other natural resources extraction or primarily to favor game species;
19. Hunting or trapping of animals, except as permitted in Section III.C;
20. Grazing or farming on the property and horseback riding;
21. Any other use of or activity that, in the sole judgment of the Holder, would materially impair the Property's Ecological Integrity;
22. The legal or de facto dividing, subdividing, or partitioning of the Property except to convey part of the Property to another qualified conservation organization or public entity for conservation purposes in keeping with the Purposes of this Easement; furthermore, in the event that Grantor conveys all or a portion of the Protected Property to a governmental entity to become part of the corridor of the Appalachian National Scenic Trail, a national scenic trail pursuant to Public Law 90-543 as codified in 16 U.S.C. §§ 1241-1251 and a primitive trail in the Maine Trail System pursuant to 1973 Public Law Chapter 264 as codified in 12 M.R.S. § 1892, with respect to the portion of the Protected Property so conveyed, it is the intent of the Parties to this Conservation Easement that the Parties have the discretion at that time to determine that termination of this Conservation Easement would not be inconsistent with the Purpose of this Conservation Easement and the public interest within the meaning of 33 M.R.S. § 477-A(2)(B);

23. Including the Property as part of a gross tract area of another property for the purposes of determining density, lot coverage, open space, road frontage, or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density, or transferring development rights which have been encumbered or extinguished by this Easement to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

C. Exceptions to Otherwise Prohibited Acts and Uses.

Certain acts and uses prohibited in Section III.B or not allowed without a Management Plan in Section III.A or Section IV may be permitted if approved by and conducted in accordance with the then-current Management Plan as specified under Section IV.

Exceptions to Otherwise Prohibited Acts and Uses that may be allowed if approved by and conducted in accordance with the then-current Management Plan. Motorized vehicles, horses, or motorized equipment may be used for such activities. In all exceptions to otherwise prohibited acts and uses herein, coarse woody debris shall remain on the Property, and as far as practicable, at its original location.

1. Trails. The right to construct and maintain new trails in a manner in keeping with the Forever-Wild character of the Property. Construction of new trails and rerouting of existing trails requires notice and approval pursuant to Section XV. Primitive trail improvements, such as boardwalks, steps, water bars and foot bridges, that minimize recreation impacts and erosion may be installed and maintained. The right to undertake limited removal of trees and vegetation as necessary for the construction and maintenance of trails and for the safety of the public.
2. Removing Trammels. The right to replant trees and vegetation, limited in time and location, solely for the purpose of restoring highly impacted, human-damaged natural communities provided such measures are incorporated into a Management Plan and are designed to minimize adverse effects on the Conservation Values. Such an example includes, but is not limited to, log landings. Further, the right to remove and restore manmade improvements such as, but not limited to, roads, culverts, and dams. Any such activity under this section requires the notice and approval of Holder pursuant to Section XV, approval of which shall be consistent with the Management Plan and not be unreasonably withheld.
3. Invasive and Pest Management. The right to remove and control the spread of Invasive Species, diseases or blights provided such measures are incorporated into a Management Plan and are designed to minimize adverse effects on the Conservation Values. Emergency rapid response for the removal of newly identified Invasive Species may be undertaken by the Grantor without inclusion in a Management Plan. Grantor shall provide notice to Holder prior to any emergency rapid response activities. The right to control or remove by legal means for ecological reasons, non-

Native Species or pest species of plant or animal, including feral animals, or to control disease outbreaks, and to restore areas impacted by such activity with native flora. If such control or removal involves the use of insecticides, herbicides or other biocides, such application shall be by the narrowest spectrum, least persistent material appropriate for the target species, and shall be consistent with the Purposes of this Easement and requires the notice and approval of Holder pursuant to Section XV. The use of any pesticides in the neonicotinoid family is prohibited. If trapping methods must be used, they shall comply with the trapping techniques and methods allowed for beavers in Section III.C.5.

4. **Camping.** The right to permit low-impact camping consistent with the Management Plan as agreed to by the Grantor and the Holder.
5. **Trapping Beaver.** The right, with the approval of the Holder, to trap beaver (*Castor canadensis*) for the purpose of reducing damage to roads or structures. Trapping techniques and methods shall minimize risk of trapping or injuring non-target species. Any trapping allowed under this provision shall be done only with humane, non-lethal traps. The use of leg-hold traps is expressly prohibited.
6. **Hunting.** The right to allow limited hunting on the Property, provided that the species is over-abundant within the region and has a legally-defined hunting season under state regulation, and subject to the following condition:
 - a. Grantor may limit hunting of Native Species if the Maine Department of Inland Fisheries and Wildlife determines that species has undergone significant population decline in the Wildlife Management District in which the Property is located since the granting of this Easement.
7. **Gates and Signs.** The right to install gates, barriers, kiosks, signs and fences necessary to guide public access and educate visitors. All fences, gates and signs shall be designed, sized and located to minimize adverse effects on the Property's character and the scenic views from, into, through, and within the Property. Signs may also be placed on the Property for educational purposes, provided the signs are in keeping with the Forever-Wild character of the Property.

IV. MANAGEMENT PLAN

The Grantor is responsible for preparing and periodically updating the Management Plan. The Grantor shall provide for Holder, consistent with Exhibit B, a draft of the Management Plan within 12 months of the granting of this Conservation Easement, and within 30 days of finalizing any subsequent revised Management Plan. No activity subject to the Management Plan shall be undertaken until a Management Plan has been approved by Holder.

Holder shall, within 60 days, review the Management Plan or any proposed revision thereto for consistency with the Purposes and terms of this Conservation Easement and approve or deny the same (consistent with the requirements in Exhibit B). If the Holder finds that any

portion of the Management Plan is inconsistent with the terms of this Conservation Easement or that resulting activities could result in a violation of this Conservation Easement, the Holder will provide written comments to the Grantor identifying and explaining such inconsistencies, and requesting appropriate revisions. In the event that good faith negotiations on actions proposed in the draft Management Plan are unsuccessful, Holder reserves the right to deny approval of the Management Plan and any specific actions proposed therein that Holder deems likely to lead to violations of the Conservation Easement. Nonaction by the Holder within 60 days shall be deemed a constructive denial as described in Section XV.C.2.

The Management Plan prepared in accordance with the procedures stated in Exhibit B, attached hereto and incorporated herewith by reference, will address any situations where the Grantor deems it necessary to take actions to protect or restore the Protected Property's Ecological Integrity as defined in Purposes (Section I), to accommodate Exceptions to Otherwise Prohibited Acts and Uses as provided in Section III.C, or to obtain discretionary approval pursuant to Section X, below. The Management Plan and any proposed revision thereto shall be prepared by a qualified conservation professional (for example, land trust staff, a conservation biologist, forest ecologist or restoration ecologist) based in part on a Baseline Documentation Report of the Protected Property. The depth and extent of inquiry of the Management Plan and its level of specificity should be appropriate to the proposed activity and any ecological disturbance that may occur. The Management Plan should consider the surrounding landscape context of the Protected Property as well as the Protected Property itself.

V. HOLDER'S AFFIRMATIVE RIGHTS

A. Entry and Inspection

Holder shall have the right to enter the Protected Property for inspection and monitoring purposes and for enforcement, at a reasonable time and in a reasonable manner that is consistent with the Purposes, including without limitation on foot or by aerial flyover, and including the right to photograph and otherwise document relevant conditions on the Protected Property. Except in emergency circumstances, Holder will make reasonable efforts to contact Grantor prior to entry onto any area of the Protected Property. "Emergency circumstances" shall mean that the Holder has a good-faith basis to believe a violation of the Conservation Easement is occurring or is imminent.

B. Notice and Demand.

If the Holder determines that the Grantor violated this Conservation Easement or the Management Plan, the Holder shall provide written notice in accordance with Section XV, Notice and Approval, to the Grantor. The notice shall identify the violation and may request a meeting with Grantor to discuss action to cure the violation. If Holder determines, in its sole discretion, that the violation constitutes immediate and irreparable harm, the Holder may enter the Protected Property at any time without notice to Grantor to pursue its lawful

remedies to mitigate or prevent harm to the Purposes of and Conservation Values protected by this Conservation Easement.

C. Legal and Injunctive Relief.

Enforcement. Holder shall have the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement and to require the restoration of the Protected Property to the condition that existed prior to any such injury; all without posting of any bond or other security and without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

Prior to initiation of an enforcement action, Holder shall provide Grantor with prior notice and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action.

D. Boundaries

It shall be Grantor's obligation to keep the boundaries of the Protected Property clearly marked. In the event boundaries are not adequately clear or marked and Grantor fails to accurately mark within a reasonable time after notice by Holder, Holder shall have the right to engage a professional surveyor to re-establish and re-mark boundaries of the Protected Property or any part thereof.

E. Reimbursement of Costs of Enforcement.

Recognizing that Holder is a charitable organization that has a duty to protect the Protected Property in the public interest, in the event of a violation, Grantor shall reimburse Holder for all reasonable costs incurred by Holder in enforcing this Conservation Easement or in taking reasonable measures to prevent, remedy, or abate any violation hereof by Grantor or any third party, including without limitation the costs of investigation, negotiation, dispute resolution, litigation, administrative proceeding, and restoration, including staff time as well as reasonable expert, consultant, and attorneys' fees. Any such costs and fees reimbursement shall apply whether any formal action is filed, whether Holder is a plaintiff or defendant in a judicial or administrative action or proceeding, and regardless of whether the action is styled as a declaratory judgment action or some other kind of action.

F. Holder's Disclaimer of Liability.

By its acceptance of this Conservation Easement, the Holder does not undertake any liability or obligation relating to the condition of the Protected Property.

G. Non-Waiver.

The manner and timing of the enforcement of the terms of this Conservation Easement shall be at the discretion of the Holder, and any forbearance or delay by the Holder shall not be

deemed or construed to be a waiver of such rights, laches or estoppel, or lead to or support any claim for adverse possession or a prescriptive easement on the Protected Property.

H. Acts Beyond Grantor's Control.

Nothing contained in this Conservation Easement shall entitle the Holder to bring any action against the Grantor for any damage to or change in the Protected Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant damage to the Protected Property resulting from such causes. Grantor shall remain responsible for violations of this Conservation Easement caused by acts of Grantor's employees, contractors, agents, invitees, guests, licensees, and other authorized third parties. The Holder and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section V against any unauthorized third party responsible for any actions inconsistent with the terms of this Conservation Easement. In the event of violations of this Conservation Easement caused by acts of unauthorized third parties, at Holder's option, Grantor agrees to assign their rights of action to Holder, to join in any suit, and/or to appoint Holder its attorney-in-fact for the purposes of pursuing enforcement action. Grantor shall take all reasonable actions, but consistent in any event with customary standards for the management of comparable areas utilized for the same purposes as the Protected Property, to prevent or abate third parties from violating this Conservation Easement.

I. Taxes and Liens

Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and shall avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor shall keep the Protected Property free of any liens or encumbrances that may adversely impact Holder's rights hereunder, including without limitation those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor; and Grantor shall promptly notify Holder of the filing or recording of any such lien or encumbrance. Holder may, at its discretion, pay any outstanding taxes, assessments, liens or encumbrances, and shall then be entitled to reimbursement by Grantor, together with interest at the then-prevailing statutory post-judgment interest rate in Maine under 14 M.R.S. Section 1602-C or successor provisions thereof, calculated from the date of Holder's payment. Grantor and Holder agree that Holder shall have a lien on the Protected Property to secure Holder's right to reimbursement and that Holder may record such lien at any time. In any collection process or court action brought by Holder for reimbursement, Holder shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorney's fees.

J. Responsibility of Landowner

Grantor acknowledges that Holder has neither possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property.

Grantor shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operation, upkeep, improvement and maintenance of the Protected Property. Grantor shall indemnify, defend and hold Holder harmless from and against any and all liabilities, costs, damages, or expenses of any kind including, without limitation, reasonable attorneys' fees, that Holder may suffer or incur as a result of or arising out of the activities of Grantor or any other person on the protected property, other than those caused by the acts or omissions of Holder or Holder's employees, contractors, agents, invitees, guests, licensees, or other authorized third parties, and except those arising out of Holder's workers' compensation obligations. Holder's right to be defended, held harmless and indemnified by Grantor shall extend without limitation to any action based upon the presence of toxic and/or hazardous substances upon or emanating from the Protected Property. Grantor and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S. § 159-A, et seq., as amended and successor provisions thereof, and under any other applicable provision of law and equity.

VI. DISPUTE RESOLUTION

The Grantor and the Holder desire and agree that disputes arising from time to time concerning the provisions of this Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Holder agree that if either party becomes concerned whether any use, action, or inaction complies with the provisions of this Easement, the concerned party shall notify the other party of the problem, and the parties shall attempt to reach an agreeable resolution by informal dialogue.

This Conservation Easement is in accordance with Maine's established public policy that encourages the use of non-litigative methods of dispute resolution. When a dispute arises between the Grantor and the Holder concerning uses or activities on the Protected Property, which they cannot resolve by informal means, the following dispute resolution procedures may be followed:

A. Conditions for Required Alternative Dispute Resolution ("ADR").

Prior to bringing an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, the parties may seek to resolve the dispute through

mediation if the Holder determines that the following conditions (the “ADR Conditions”) are met:

- i. The Grantor agrees not to proceed with the disputed use or activity pending resolution of the dispute, and
- ii. No injury to the Protected Property has occurred or will occur while the parties are engaging in the ADR process.

B. Conditional Waiver of Right to Litigate.

In submitting the dispute to mediation, the parties acknowledge they are temporarily, voluntarily waiving their rights to litigate the dispute in a court of law, so long as the ADR Conditions are being met. In the event either of the ADR Conditions is violated, the Holder shall have the immediate right to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, as is more fully set forth in Section V above.

C. Conditions for ADR By Mutual Agreement of the Holder and Grantor.

Regardless of whether the ADR Conditions are met, the parties by mutual agreement may, in addition to mediation, submit the dispute to other forms of ADR such as binding or non-binding arbitration. By mutual agreement, other conditions may be set under which the process of ADR would proceed. The violation of these additional conditions by one of the parties, would give the other party the right to immediately proceed with an action in law or equity. In no instance is an arbitrator authorized to issue any decision or award that would have the effect of terminating this Conservation Easement in whole or in part, or amending this Conservation Easement in such a manner as to materially detract from the conservation values intended for protection, and any party may bring an action in law or in equity, including pursuant to 33 M.R.S. § 477-A(2)(B) to challenge an arbitration award on these grounds.

D. Dispute Resolution.

Unless otherwise agreed, the procedure the parties shall use for mediation is as follows:

i. Either party may serve the other with a written request for mediation. A mediation session shall be scheduled no later than sixty (60) days after the date of the request if the Holder determines that the ADR Conditions are met or unless the parties agree otherwise.

ii. Mediation shall be conducted by a mediator mutually agreeable to Holder and Grantor who is on the Superior Court roster maintained by the Maine Court Alternative

Dispute Resolution Service (CADRES) (or successor or alternative entity that meets mediation standards recognized under state law.)

iii. If the parties cannot agree on a mediator, they shall each pick a mediator, and those two mediators shall select a third mediator who alone shall actually conduct the mediation.

iv. The costs of mediation shall be shared equally by the parties unless otherwise agreed or unless reimbursement to Holder is applicable under Section V.E herein.

VII. ACCESS

Grantor shall take no actions to prohibit or unreasonably discourage the following uses of the Protected Property by the public (“Public Recreational Uses”), insofar as such activities are consistent with the Purposes of this Conservation Easement, and subject to the rights of the Grantor reserved herein and except as otherwise provided herein:

1. Pedestrian use of the Appalachian National Scenic Trail and the Speck Pond Trail. For the purposes of this section, pedestrian use shall include hiking, walking, skiing and snowshoeing.
2. Nature-based recreational activities including, by way of example and without limitation, hiking, picnicking, nature observation, foraging of wild crops for personal consumption, wildlife study and photography, cross country and back-country skiing, snowshoeing, and quiet enjoyment of open space.

There is granted to the Holder and Holder’s respective representatives the right to enter the Protected Property in accordance with the terms of Section V:

- (1) to inspect the same to determine compliance and consistency with the terms of this Conservation Easement;
- (2) to enforce the terms of this Conservation Easement;
- (3) to take any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof.
- (4) with prior notice to and approval by the Grantor, to use the Protected Property for field trips, research and outdoor educational opportunities, so long as such activities do not negatively impact the ecological health of the Protected Property or the Purposes of this Conservation Easement.
- (5) with prior notice to and approval by the Grantor, to install signs to the effect that the Protected Property is protected by a Conservation Easement; signs shall be subject to the Management Plan process and shall be designed and constructed in a manner that minimizes their impact on the wild nature of the Protected Property.

VIII. VALUE OF CONSERVATION EASEMENT, PROCEEDS, EXTINGUISHMENT

- A. The parties agree that the grant of this Conservation Easement gives rise to a property right that vests immediately in Holder. The parties further agree that this property right as of the date of its creation has a fair market value that is at least equal to the proportionate value that the Conservation Easement bears at the time of the gift to the value of the property as a whole at that time, in accordance with IRS Regulations at 1.170A-14(g)(6)(ii) (hereinafter the "Proportionate Value"). The Proportionate Value shall remain constant.
- B. If either Holder or Grantor receives notice of the actual or threatened exercise of the power of eminent domain (hereinafter a "Taking") with respect to any interest in or any part of the Protected Property, the party who receives the notice shall promptly notify the other and the parties may proceed jointly or either party may at its discretion take such legal action as it deems necessary to: (i) challenge the Taking; (ii) challenge the amount of allocation of any award tendered by the Taking authority; or (iii) otherwise participate in, challenge or appeal such proceedings, findings or awards. Any third-party counsel and consultants (including appraisers) hired by either party shall be reasonably acceptable to the other party. Each party shall be responsible for its own costs and legal fees, absent written agreement of the parties.
- C. This Conservation Easement may be extinguished or terminated only by judicial order in a court of competent jurisdiction, including a Taking in accordance with subsection VIII.2 above. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the conservation purposes of this Conservation Easement are impossible to accomplish, and if both Grantor and Holder agree. Should this Conservation Easement be terminated or extinguished as provided in this paragraph, in whole or in part, Holder shall be entitled to be paid no less than the greater of: (i) in accordance with § 1.170A-14(g)(6)(ii), a portion of any proceeds of a subsequent sale, exchange, or involuntary conversion computed as to the Proportionate Value ; or (ii) in accordance with 33 M.R.S. § 477-A(2)(B), the increase in value of the Grantor's estate resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Grantor and Holder. Holder shall use its share of the proceeds or other moneys received under this paragraph in a manner consistent with the Conservation Purposes of this Conservation Easement. Grantor agrees and authorizes Holder to record a notice of a lien on the Protected Property which lien will be effective as of the date of such extinguishment, to secure its rights under this Paragraph.

IX. Discretionary Approvals and Amendments

A. Discretionary Approvals.

Grantor and Holder recognize that certain activities by the Grantor may warrant the prior

discretionary approval of Holder, and that Holder has the right to issue such discretionary approvals without prior notice to any other party. Nothing in this paragraph shall require either party to agree to any discretionary approval.

B. Amendments.

Grantor and Holder recognize that rare and extraordinary circumstances could arise which warrant modification of certain of the provisions of this Conservation Easement. To this end, subject to more restrictive laws and regulations, if any, Grantor and Holder have the right to agree to amendments to this Conservation Easement without prior notice to any other party, provided that in the sole and exclusive judgment of Holder, such amendment does not violate the restrictions in this section. Amendments will become effective upon recording at the Oxford County Registry of Deeds. Nothing in this paragraph shall require the Grantor or the Holder to agree to any amendment or to negotiate regarding any amendment.

C. Further Limitations on Discretionary Approval and Amendments.

Notwithstanding the foregoing, except as provided by 33 M.R.S. § 477-A(2), as amended, by which a Conservation Easement may be amended by court approval in an action in which the Attorney General is made a party, Holder and Grantor have no right or power to approve any action or agree to any discretionary approval or amendment that would:

- i. materially detract from the Conservation Values intended for protection under this Conservation Easement;
- ii. limit the term or result in the partial or complete termination of this Conservation Easement, except as provided in Section III(B)(22) above; or
- iii. adversely affect the qualification of this Conservation Easement or the status of the Holder under applicable laws, including the Maine Conservation Easement Act at 33 M.R.S. §476 et seq., and Sections 170(h), 501(c)(3), 2522, and 2031(c) of the Internal Revenue Code, successor provisions thereof and regulations issued pursuant thereto.

Grantor acknowledges that uses prohibited by this Conservation Easement may, in the future, become more economically valuable than permitted uses; Grantor likewise has considered that neighboring properties may be put entirely to such prohibited uses. Grantor and Holder expressly intend that any such changes in the economy or to nearby lands shall not be deemed “changed conditions” that might otherwise be used as an argument to alter or terminate this Conservation Easement. Likewise, Grantor understands and acknowledges that Holder’s interest in this Conservation Easement is governed by federal and state law, as well as organizational standards and practices that make future alterations or amendments to this Conservation Easement unfeasible or highly unlikely, unless to clarify the terms consistent with the Purposes of this Conservation Easement, to enhance and not impair the

Conservation Values protected by this Conservation Easement, or to make the terms more restrictive.

X. NONWAIVER

The failure or delay of the Holder, for any reason whatsoever, to do any action required or contemplated hereunder, or to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute a waiver, laches, or estoppel of its rights to do so at a later time.

XI. ASSIGNABILITY

Assignment Limitation.

This Conservation Easement is assignable, but only to an entity that satisfies the requirements of 33 M.R.S. Section 476(2), as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation Purposes of this grant.

XII. ENVIRONMENTAL WARRANTY

Nothing in this Conservation Easement shall be construed as giving rise to any right or ability in Holder to exercise physical or management control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA) or any corresponding state and local statute or ordinance. Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property, as such substances and wastes are defined by applicable law.

XIII. SUBSEQUENT DEEDS AND TRANSFERS

This Conservation Easement must be incorporated by reference in any deed or other legal instrument by which Grantor conveys any interest in the Protected Property, including, without limitation, a leasehold or mortgage interest. Grantor further agrees to give written notice to Holder within thirty (30) days of the transfer or conveyance of any interest in the Protected Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

Compliance/Estoppel Certificates

Upon written request by Grantor, and at Grantor's cost, Holder will provide Compliance/Estoppel Certificates to Grantor or third parties, indicating the extent to which, to Holder's knowledge after due inquiry, the Protected Property is in compliance with the terms of this Conservation Easement. Any inspection of records or the Protected Property

for this purpose will be made by Holder at Grantor's cost within a reasonable time after Grantor's written request.

XIV. NOTICE OF PROPOSED TRANSFER OF PROPERTY OR INTEREST

The Grantor agrees to promptly notify Holder in writing of any proposed transfer or sale of the Protected Property or any interest in the Protected Property to provide the opportunity for Holder to explain the terms of the Conservation Easement to potential new owners or interest holders prior to any closing or transfer. No later than thirty (30) days after the transfer, any new successor Grantor shall send the Holder the newly recorded deed, as well as the successor Grantor's name and contact information.

XV. NOTICE AND APPROVAL

A. Notice and Approval Requirements

Grantor agrees to notify Holder prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant, and where prior notice or approval is specifically required in this Conservation Easement. Grantor's notices must include sufficient information to enable Holder to determine whether Grantor's plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof. Holder's approval shall be conditioned on compliance with the terms of Section IX.

B. Method for Notice

1. Any notices or requests for approval required by this Conservation Easement shall be in writing and shall be personally delivered or sent certified mail, return receipt requested, or by such commercial delivery service as provides proof of delivery, to Grantor and Holder, at the

following addresses, unless one has been notified by the other of a change of address or change of ownership:

To Grantor:

At the address of the owner(s) of record as noted hereinabove or as provided by Grantor in writing, or if not provided, as set forth below.

To Holder:

At P.O. Box 761 Portland, Maine 04104 or as provided by Holder in writing, or if not provided, as set forth below.

In the event that notice mailed to Holder or to Grantor at the last address on file with Holder is returned as undeliverable, the sending party shall provide notice by regular mail to Grantor's last known address on file with the local property taxing authority, or the State Tax Assessor in the case of land in the unorganized territories; or in the case of Holder, or in the case of a corporate owner, to the address on file with the Secretary of State, State of Maine, and the mailing of such notice shall be deemed compliance with the notice provisions of this Conservation Easement.

2. In addition to the methods set forth in Section XV.B.1, a notice or request for approval or any other communication may be sent by electronic mail or other electronic communication ("email") only if an authorized agent of the receiving party has consented to receiving notice by email at a specific address and the recipient, by an email sent to the email address for the sender or by the same email returned to the originating address for the sender, or by a notice delivered by another method in accordance with Section XV.B.1, acknowledges having received that email. An automatic "read receipt" shall not constitute acknowledgment of an email for purposes of this Section 11.B.2.

C. Time for Notice and Reply

1. Where Grantor is required to provide notice to Holder pursuant to this Conservation Easement, such notice shall be given in writing at least thirty (30) days prior to the event giving rise to the need to give notice except as otherwise specifically provided herein.
2. Where Grantor is required to obtain Holder's prior written approval, such request shall be given in writing not less than thirty (30) days prior to undertaking the proposed activity except as otherwise specifically provided herein. Holder, upon

receipt of Grantor's request, shall acknowledge receipt of the same. Following such review, Holder shall grant, grant with conditions, or withhold its approval. Failure to approve Grantor's request within forty-five (45) days shall be deemed a constructive denial of such request. Because a constructive denial is not a decision by Holder based on the merits of Grantor's request, it is not final or binding on Holder, and Grantor may resubmit the same or a similar request for approval. No proposed activity may proceed without Holder's written approval as provided herein.

XVI. EFFECTIVE DATE

This Conservation Easement shall be effective when the Grantor and the Holder have executed it.

XVII. RECORDATION:

Holder shall record this instrument in timely fashion in the official records of the Oxford County Registry of Deeds.

XVIII. CONTEMPORANEOUS WRITTEN ACKNOWLEDGEMENT

In compliance with I.R.C. Section 170(f)(8), Holder acknowledges receipt of this Conservation Easement on the date hereof, and states that it has not provided Grantor with any goods or services in consideration, in whole or in part, for Grantor's contribution of this Conservation Easement.

XIX. GENERAL PROVISIONS

A. Controlling Law and Interpretation.

The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the conservation purposes of this Conservation Easement and the policy and purpose of the Maine Conservation Easement Act at 33 M.R.S. Sections 476 through 479-C, inclusive, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement shall govern.

B. Grantor and Holder Definitions.

The term "Grantor" or "Grantors" as used in this Conservation Easement shall include, unless the context clearly indicates otherwise, the within-named Grantor(s), jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" and "Holder" as used in this Conservation Easement are synonymous and shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns.

C. Owner's Rights and Obligations, Joint Obligation. A person's or entity's obligation hereunder as Grantor, or successor owner of the Protected Property, shall be joint and several, and will cease, only if and when such person or entity ceases to have any ownership interest in the Protected Property, (or relevant portion thereof) but only to the extent that the Protected Property (or relevant portion thereof), is then in compliance herewith, and provided such person or entity shall have fulfilled the requirements of Sections XIII and XIV. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer; provided that the new owner shall also be responsible for bringing the Protected Property into compliance.

D. Severability, Entire Agreement, No Forfeiture.

If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance, shall remain valid. This instrument and the Baseline Documentation set forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to Grantor of any rights extinguished or conveyed hereby.

E. Standing to Enforce

Holder or Grantor may bring an action to enforce this grant, and nothing herein should be construed to grant any other individual or entity standing to bring an action hereunder, unless otherwise provided by law; nor to grant any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Conservation Easement shall affect any public rights in or to the Protected Property acquired by common law, adverse possession, prescription, or other law, independently of this grant.

F. Other Laws

This Conservation Easement does not supersede any federal, state, municipal, and other governmental laws or the need for any permits or approvals. It is solely the Grantor's responsibility to be knowledgeable about any applicable laws and regulations.

H. Successors.

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

I. Acknowledgment of Arbitration

Grantor and Holder understand that Section VI.C of this Conservation Easement contains an option to arbitrate by agreement. After signing this document, in the event the parties subsequently agree in writing to arbitrate a dispute, the parties understand that they and their successors in interest will not be able to bring a lawsuit concerning any dispute that may arise that is covered by the arbitration agreement set forth in Section VI.C, unless it involves a question of constitutional or civil rights or can be addressed by administrative processes or an injunction when applicable. Instead, the parties agree to submit any such dispute to an impartial arbitrator as provided in this Conservation Easement. Notwithstanding the foregoing, in no instance is an arbitrator authorized to issue any decision or award that would have the effect of terminating this Conservation Easement in whole or in part, or amending this Conservation Easement in such a manner as to materially detract from the conservation values intended for protection, and any party may bring an action in law or in equity, including pursuant to 33 M.R.S. § 477-A(2)(B), to challenge an arbitration award on these grounds.

[INTENTIONALLY LEFT BLANK]

TO HAVE AND TO HOLD the said Conservation Easement including all development rights, covenants, and restrictions conveyed thereby, with all the privileges and appurtenances thereof, unto the said Maine Appalachian Trail Land Trust, and its successors and assigns, to its own use and behoof forever.

IN WITNESS WHEREOF, Grantor, **Northeast Wilderness Trust Corporation**, has caused these presents to be signed and sealed in its corporate name and behalf by Jonathan Leibowitz, its Executive Director, hereunto duly authorized, this 4 day of MARCH, 2024.

Northeast Wilderness Trust Corporation

Robert O. Link
Witness, Robert O. Link

By: [Signature]
Jonathan Leibowitz
Its: Executive Director

STATE OF VERMONT
COUNTY OF WASHINGTON

MARCH 4, 2024

Personally appeared Jonathan Leibowitz, Executive Director, and authorized representative of the above-named Grantor, **Northeast Wilderness Trust Corporation**, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me, [Signature]

Caitlin Mather
Notary Public, State of Vermont
Commission Expires: 01/31/2025
* Commission No: 157.0005342 *

Notary Public/Attorney at Law

Caitlin Mather
Printed name

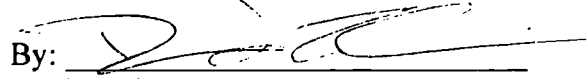
My commission expires: _____

ACCEPTANCE OF CONSERVATION EASEMENT

The above and foregoing Conservation Easement was authorized to be accepted by **Maine Appalachian Trail Land Trust**, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through David Kallin, its President, hereunto duly authorized, this 15th day of March, 2024.


Witness

Maine Appalachian Trail Land Trust


By: 
David Kallin
Its: President

STATE OF MAINE
COUNTY OF CUMBERLAND

At Portland this 15th day of March, 2024, David Kallin, the President and duly authorized agent of the **Maine Appalachian Trail Land Trust** personally appeared and he acknowledged this instrument for the purposes therein, by him sealed and subscribed, to be his free act and deed in his said capacity and the free act and deed of the **Maine Appalachian Trail Land Trust**, before me.

Before me,

ASHLEY LEMELIN
Notary Public, State of Maine
My Commission Expires Mar. 05, 2026


Notary Public/Attorney-at-Law

Ashley Lemelin

Printed name:
My commission expires: 3-5-26

EXHIBIT A
PROPERTY DESCRIPTION

(South Tract, so called)

A lot or parcel of land, situated on the south westerly side of Route 26, so-called, also known as Bear River Road, so-called, but not adjacent thereto, situated in Grafton Township, in the County of Oxford, State of Maine, and being more particularly bounded and described as follows:

Beginning at a point, being a found 4" aluminum disk marked "AT Survey Marker" in ledge, at the westerly most corner of the land now or formerly of the State of Maine, being the Grafton Notch State Park, as described in the deed recorded in the Oxford County Registry of Deeds in Book 620, Page 108, said point also being at the northeasterly most corner of other land now or formerly of the State of Maine, being the Mahoosuc Public Reserved Land, as described in the deed recorded in the said Registry in Book 987, Page 27, being Parcel III therein;

Thence the following sixteen (16) courses along said Grafton Notch State Park, and being along the height of land,

N 53° 20'00" E, and, 274.43 feet, to a point;
N 31°44'17" E, and, 206.88 feet, to a point;
N 03°01 '56" W, and, 122.05 feet, to a point;
N 11°15'43" E, and, 154.27 feet, to a point;
N 02°15'37" W, and, 469.53 feet, to a point;
N 09°06'09" E, and, 285.77 feet, to a point;
N 16°07'31" E, and, 373.25 feet, to a point;
N 23°52'54" E, and, 206.03 feet, to a point;
N 11°30'45" E, and, 341.92 feet, to a point;
N 14°36'01" E, and, 260.39 feet, to a point;
N 47°32'04" E, and, 236.16 feet, to a point;
N 43°56'44" E, and, 272.95 feet, to a point;
N 69°16'40" E, and, 199.17 feet, to a point;
S 57°19'27" E, and, 103.41 feet, to a point;
N 76°33'04" E, and, 131.38 feet, to a point;
N 80°06'34" E, and, 263.47 feet, to a point;
N 37°31'43" E, and, 537.62 feet, to a set iron rod and cap;

Thence N 02°38'07" E, along said Grafton Notch State Park, 536.74 feet, to a set iron rod and cap, and land now or formerly of Bayroot LLC;

Thence the following nine (9) courses along said land now or formerly of Bayroot LLC,

S 76°25'39" W, and, 1,757.16 feet, to a set iron rod and cap;
S 47°38'17" W, and, 2,175.85 feet, to a set iron rod and cap;
S 38°10'51" W, and, 2,852.11 feet, to a set iron rod and cap;
S 16°07'06" W, and, 1,707.03 feet, to a set iron rod and cap;

S 43°30'18" W, and, 843.06 feet, to a set iron rod and cap;
S 45°20'05" W, and, 3,518.61 feet, to a set iron rod and cap;
S 42°36'51" W, and, 4,133.74 feet, to a set iron rod and cap;
S 00°10'43" W, and, 3,335.69 feet, to a set iron rod and cap;
S 34°28'59" W, and, 4,478.02 feet, to a set iron rod and cap, and the Township Line between said Grafton Township and Riley Plantation;

Thence N 79°11'01" E, along said land now or formerly of Bayroot LLC, and being along said Township Line, 3,947.90 feet, to a point, and the said Mahoosuc Public Reserved Land, said point being N 79°11'01" E, and, 7.40 feet, from a set iron rod and cap at the base of a found 18" birch with 3 blazes;

Thence N 29°21'38" E, along said Mahoosuc Public Reserved Land, 16,368.69 feet, to the point of beginning;

Containing 1,356 Acres, more or less.

The basis of bearing for this description is GRID NORTH based on the Maine State Coordinate System West Zone, NAD 83 (Cors96) Epoch 2002, using a Trimble GeoExplorer 6000 GNSS (GPS) receiver. The 2021 magnetic declination was found to be 15° west of Grid North. The found 4" aluminum disk marked "AT Survey Marker" at the point of beginning, is at a coordinate of NORTH 639141.822, EAST 2744883.164.

All said "Set iron rod and cap(s)" are 5/8" rebar with a 2" aluminum cap or 1/4" nail with a 2" aluminum washer marked "LAND SURVEY MONUMENT SET BY ROBERT A. YARUMIAN PLS 1303" or a 1/2" iron rod with 1" diameter plastic cap marked "SET BY PLS 1303".

This description is based on the "Boundary Survey Map of the Proposed Parcel to be Conveyed to the Northeast Wilderness Trust Corporation, from Bayroot LLC, known as the Grafton Forest Wilderness Preserve," dated July 30, 2021, prepared by Robert A. Yarumian II, PLS 1303 of Maine Boundary Consultants, Moderation Center, 8 River Road, Buxton, Maine, 04093, and conforms to the Maine Board of Licensure for Professional Land Surveyors, Rules, of April 2001, Chapter 90, Standards of Practice, and recorded in the Oxford County Registry of Deeds in Plan Book 5664 and 5665.

Being Parcel One as set forth in the Quitclaim Deed with Covenant from Bayroot LLC to Northeast Wilderness Trust Corporation recorded in the Oxford County Registry of Deeds in Book 5678, Page 470.

TOGETHER WITH AND SUBJECT TO the easements, restrictions, covenants, and other encumbrances of record, including without limitation, those shown or referenced on the above-referenced plans, as of the date hereof.

EXHIBIT B

GUIDING PRINCIPLES FOR MANAGEMENT PLANS

- A. The Purposes of this Conservation Easement includes protecting the Property's Ecological Integrity. Appropriate management actions include ecological restoration, rare species or natural community management, control of over-abundant species, and the careful accommodation of permitted human use of the Property. Any such actions will require a written Management Plan ("Management Plan").
- B. The Management Plan and any revisions thereto shall be prepared by a qualified conservation professional (for example, a conservation biologist, land trust staff, forest ecologist, or restoration ecologist) with the depth of inquiry and detail of the Management Plan appropriate to the proposed activity and any ecological disturbance, which might occur as a result of the proposed activity. The Management Plan should consider the surrounding landscape context of the Property as well as the Property itself.
- C. The Management Plan shall include, but not be limited to:
1. The overall goals and measurable steps to achieve goals and monitor impacts.
 2. Proposed actions, and the expected effect of such actions, on the Property's Ecological Integrity, including what will or may happen if the proposed actions occur and what will or may happen if the proposed actions do not occur.
 3. Measures needed to protect the Ecological Integrity of the Property during the course of the proposed actions.
 4. Appropriate time frames for actions; Management Plan reviews; duration of the Management Plan; and Management Plan renewal, updates and amendments
 5. The principles that will minimize impact of any camping on the property, such as the number, location, scale, management, timing, and volume of camping that is consistent with the Purposes of the Conservation Easement and is consistent with the *US Leave No Trace Principles* or successor principles
- D. The Grantor shall provide a copy of the Management Plan to the Holder within 12 months of the granting of this Conservation Easement. The Management Plan will be reviewed and updated at least every ten (10) years to reflect naturally occurring changes in the Property, ongoing monitoring and research, and advancements in scientific understanding, or more often as needed to address implementing permitted activities.

- E. The Grantor will send the proposed Management Plan, including all updates and amendments, to the Holder and/or reviewing party in a timely manner, no less than 60 days prior to the planned activity, along with sufficient information to enable the Holder to review whether the proposed Management Plan is consistent with the terms and Purposes of this Conservation Easement.
- F. The Holder shall review the Management Plan for consistency with the Purposes and terms of this Conservation Easement. The Holder may seek expert advice during the review process to determine whether the proposed Management Plan supports the Purposes of this Conservation Easement and the Conservation Values of the Protected Property.
- G. If the Holder finds that any portion of the Management Plan is inconsistent with the terms of this Easement or that resulting activities could result in a violation of this Easement, the Holder will provide written comments to the Grantor identifying and explaining such inconsistencies. In the event that good faith negotiations on actions proposed in the draft Management Plan are unsuccessful, Holder reserves the right to deny approval of the Management Plan and any specific actions proposed therein that Holder deems likely to lead to violations of the Conservation Easement
- H. All notices shall conform to the requirements stated in Section XV of this Easement.
- I. The Holder shall have at least sixty (60) days to review and approve the proposed Management Plan. Within thirty (30) days of receiving the proposed Management Plan, the Holder will notify the Grantor as to whether there is sufficient information to complete a review. The final thirty (30) day review period will begin when the Holder determines that Grantor provided sufficient information.
- J. Should the Holder, after a good faith effort, require more time to review the proposed Management Plan, Grantor may but is not required to grant a reasonable extension. Any such extension will be mutually agreed upon. If parties do not agree, the extension period shall be thirty (30) days. Nonaction by the Holder is deemed a constructive denial of the Management Plan or any amendment thereto, as described in Section XV.C.2.
- K. Any activity proposed for the duration of the Management Plan that is otherwise prohibited by the Easement must be consistent with Section V, Discretionary Consent, and shall not be deemed or construed to be a permanent waiver of that prohibition.
- L. Nothing in the Management Plan shall give the Grantor and/or Holder the right or power to agree to any activity that runs counter to the Purposes of this Easement or would result in the termination or amendment in a manner that material detracts from the Conservation Values of the Conservation Easement,
- M. If monitoring by the Holder or the Grantor indicates that an activity allowed by the Management Plan is adversely impacting the Ecological Integrity of the Property, the

activity shall immediately cease and remain suspended until such a time as the impacts can be corrected and a future occurrence prevented. An evaluation committee, consisting of a representative of each party and a mutually agreed upon expert in an appropriate field of conservation science, shall be formed to carefully review the situation. The evaluation committee shall make recommendations as to (a) what, if any, remedial actions need to be undertaken; (b) how the adverse impacts can be prevented in the future; and (c) whether the activity is still appropriate. It will be the responsibility of the Grantor to implement the recommendations of the evaluation committee.

CONSERVATION EASEMENT ALDER STREAM

Sweet Water Trust Parcels, Atkinson and Orneville, Maine

This **DEED OF CONSERVATION EASEMENT** is made this 20th day of September, 2012.

Walker G. Buckner, Jr., as sole trustee of the **SWEET WATER TRUST**, a Massachusetts Charitable Trust with an address of 1 Short Street, Northampton, MA 01060 (hereinafter referred to as the "Grantor," which word is intended to include and bind, unless the context clearly indicates otherwise, the above named Grantor, its successors and assigns) for consideration, being an absolute and unconditional gift,

GRANTS to the

FOREST SOCIETY OF MAINE, a non-profit corporation organized and existing under the laws of the State of Maine, and qualified to hold conservation easements pursuant to Title 33 M.R.S. Sections 476 (2)(B), et seq., as amended, and Internal Revenue Code Section 170(h)(3), with a mailing address of 115 Franklin Street, 3rd Floor, Bangor, Maine 04401 (hereinafter referred to as the "Holder," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns), with **QUITCLAIM COVENANT**, in perpetuity, the following described Conservation Easement (the "Conservation Easement") on certain real property consisting of approximately 1,760 acres located in the towns of Atkinson and Orneville, Piscataquis County, Maine, as described in Exhibit A and shown on the two-page sketch map in Exhibit B-1 and B-2, attached hereto and made a part hereof by reference, said property being hereinafter referred to as the "Protected Property."

RECITALS

WHEREAS, the Protected Property consists of approximately 1,760 acres of forestland and wetlands existing in a substantially undisturbed natural state and harboring a diversity of plant and animal life, as described below, and constitutes a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 U.S.C. § 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder;

WHEREAS, the Protected Property forms part of the Piscataquis River/Alder Stream Wetlands complex, which is one of the largest, most varied and intact freshwater wetland systems in Maine and lies within the Piscataquis-Penobscot Rivers Focus Area of the North American Waterfowl Management Plan of the U.S. Fish and Wildlife Service's Atlantic Coast Venture (June, 2005);

WHEREAS, the ecological significance of the Protected Property and adjoining properties, in particular, their significance for bird and fish species, including the federally endangered Atlantic salmon, the American black duck, and other waterfowl and land bird species has been explicitly recognized by the North American Wetlands Conservation Act program;

WHEREAS, the significance to wildlife of a large portion of the Protected Property and of adjoining land has been explicitly recognized by the State of Maine through their inclusion in the Alder Stream Focus Area under Maine's Comprehensive Wildlife Conservation Strategy;

WHEREAS, the Protected Property includes a diversity of intact natural habitats, including portions of an unpatterned fen ecosystem, ranked as Exemplary by the Maine Natural Areas Program (MNAP); and the Protected Property also includes frontage along Alder Stream, a high integrity stream proposed for classification by the State of Maine as a Class "A" stream, as well as along Dead Stream and Brown Brook, all of which include rearing habitat for the federally endangered Atlantic salmon, as well as habitat for other fish species, including the native brook trout;

WHEREAS, the Protected Property provides or potentially provides suitable habitat for many species of plants and animals, as documented in the Baseline Documentation Report referenced below, and for wide-ranging wildlife species of conservation interest including fisher, bobcat, American marten, black bear, moose, and wolf, among others;

WHEREAS, the Protected Property is an integral part of a conservation initiative undertaken in the area of Alder Stream and the adjoining section of the Piscataquis River by the Grantor and other conservation partners and abuts or is in near proximity to and helps link significant tracts of other protected land, including: the Piscataquis River Preserve owned by Northeast Wilderness Trust, the Bud Leavitt Wildlife Management Area owned by the Maine Department of Inland Fisheries and Wildlife, and extensive privately-owned lands protected through perpetual conservation easements held by Sweet Water Trust and the Maine Farmland Trust; and the Protected Property in combination with surrounding lands under conservation ownership or easement, at the time of this Easement, represents approximately 20,000 acres of protected land, and such an area is considered large enough by conservation scientists to maintain most ecological functions and processes naturally present and to include the minimum conditions necessary for long-term survival and adaptation of constituent species and populations; and such large blocks of protected core habitat also contribute to ecological connectivity across the landscape, providing for the movement and dispersal of flora and fauna in the region and allowing for adaptation to climate change;

WHEREAS, by prohibiting, among other human uses, development of and timber harvesting on the Protected Property and by protecting it as forever wild, it is the intention of this Conservation Easement to encourage the evolution of an intact, natural, and mature forest, substantially unaltered by human caused disturbances, whose species composition and habitat structure will be shaped by natural processes, that will provide habitat for forest interior species, and that will sequester and store carbon dioxide, all of which functions can be important contributors to ecological resilience in the face of increased habitat degradation, fragmentation, and climate change; and

WHEREAS, the Grantor further intends, as owner of the Property, to convey by this Conservation Easement to the Holder the right to preserve and protect in perpetuity the natural attributes and public benefits of the Protected Property as described in the Recitals above and to safeguard the Conservation Values of the Protected Property as those values are described below.

NOW, THEREFORE, in consideration of the foregoing and for the following Purpose, the Grantor and the Holder have established this Conservation Easement on, over, and across the Protected Property, consisting of the following terms, conditions, restrictions, and affirmative rights granted to the Holder, which shall run with and bind the Protected Property in perpetuity.

STATEMENT OF CONSERVATION PURPOSE

The purpose of this Conservation Easement is to provide a significant public benefit by protecting in perpetuity the Conservation Values of the Protected Property that include forestland and riparian values, natural ecological values, aquatic resources and wetland values and wildlife, plant, and natural community values as further defined in Section 1 (hereinafter the "Purpose"). This Conservation Easement is established exclusively for conservation purposes consistent with the provisions of the Internal Revenue Code as amended at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Section 2031(c).

1. DEFINITIONS

1.1 **At-risk and Imperiled Species:** means species that are native to the vicinity of the Protected Property, and are appropriate to the Property's ecological communities and ecosystems as reflected in a condition of high Ecological Integrity, and that have been formally identified as conservation priorities under assessments by governmental, non-governmental, or academic programs, such as, but not limited to, the International Union for Conservation of Nature and Natural Resources (IUCN), the U.S. Fish and Wildlife Service, Maine Department of Inland Fisheries and Wildlife, Maine Natural Areas Program, Maine Wildlife Action Plan, NatureServe, Partners in Flight, or similar programs.

1.2 **Baseline Documentation Report:** means the baseline documentation report prepared pursuant to Section 5.

1.3 **Conservation Values:** means each and all of the following wilderness conservation values associated with the Protected Property and the natural qualities and significance of the Protected Property enumerated in the Recitals above:

1.3.1 **Ecological Integrity:** The condition of the Protected Property as a site of high ecological integrity substantially natural in character with a naturally occurring variety of species and structural conditions appropriate to the Property's ecological communities and ecosystems. Those communities and ecosystems are predominantly shaped by naturally occurring ecological processes and disturbances, functioning within their natural range of variation (size, intensity, frequency) and with minimal interference or manipulation from human activity;

1.3.2 **Aquatic Resources and Wetland Values:** The Protected Property's diverse and extensive bogs, wetlands, streams, and other aquatic habitats, including fisheries habitats, their water quality and quantity, undeveloped shorelines, and riparian areas, and the ecological values and processes of these areas;

1.3.3 **Animal, Plant, and Ecological Community Values**: The Protected Property's native flora and fauna, landforms, and habitats, including species, ecological communities, and habitats considered to be, threatened, endangered, or otherwise of conservation concern, including At-risk or Imperiled Species (as defined in Section 1.1); and

1.3.4 **Scientific, Educational, and Minimal Impact Recreational Values**. The Protected Property's value as a site for non-manipulative scientific research; for nature education; for opportunities for solitude and quiet reflection; and for minimal impact, non-mechanized nature recreation, to the extent that any or all such activities may be pursued consistent with the protection of the conservation values enumerated in the sub-sections above, to which the values enumerated in this sub-section are secondary.

1.4 **Invasive Species**: are species which, when introduced outside of their natural range of distribution, become established and disperse and demonstrably or potentially generate negative impacts on native ecosystems and species, and that have been formally identified as invasive species by governmental, non-governmental, or academic programs, such as, but not limited to, the International Union for Conservation of Nature and Natural Resources (IUCN) Invasive Species Specialist Group (ISSG), the U.S. Fish and Wildlife Service, Maine Invasive Species Network (MISN), Maine Natural Areas Program, or similar programs.

1.5 **Management Plan or Plan**: means the plan outlining various activities on the Protected Property prepared pursuant to Section 6.

1.6 **Native Species**: are those that were present in an area prior to Euro-American settlement or that have moved into an area since that time without direct or indirect human assistance.

1.8 **Parties**: means all signatories to this Conservation Easement and their successors and/or assigns.

1.7 **Structure**: means any manmade combination of materials on, over, in and/or under the ground. A structure may be primarily two dimensional, such as a paved parking lot or a sign, or three dimensional, such as a building, wall or piping. Structures shall include, without limitation, any building, dwelling, mobile home, tennis court, landing strip, swimming pool, fencing, bridge, culvert, asphalt or concrete pavement or any other impervious surface, wind or hydropower generating facility, sign, billboard or other advertising display, antenna, utility pole, telecommunication or any other tower, conduit, utility line, permanent lighting, paved parking lot, sewage disposal system, picnic table, trash can, bench, or latrine.

2. GRANTOR'S RIGHT, TITLE AND INTEREST IN THE PROTECTED PROPERTY.

The Grantor reserves all right, title and interest in and to the Protected Property, other than those specific rights granted to the Holder or extinguished by this Conservation Easement, including those reserved rights specifically described in this Conservation Easement.

3. PERMITTED USES OF THE PROTECTED PROPERTY.

The following acts and uses are permitted on the Protected Property to the extent that such acts or uses do not materially impair, and are carried out in a manner that minimizes the undue impact on, the Conservation Values of the Property and, where specifically noted in the sub-paragraphs below, shall be addressed in a Management Plan as specified in Section 6, below.

- 3.1 Minimal Impact Recreational and Educational Use. The right to allow minimal impact, non-mechanized recreational activities, including but not limited to the following: hiking, fishing, cross-country skiing, snowshoeing, canoeing, low impact camping at non-improved sites, and outdoor educational activities such as field trips. Notwithstanding the foregoing, nothing contained herein should be construed as granting the general public a right of access to all or any portion of the Protected Property for any purpose whatsoever or to obligate the Grantor at any time to provide such access. The Grantor reserves the right to establish rules and to manage educational and recreational activities on the Protected Property, and it is the responsibility of the Grantor, not the Holder, to manage such activities. The Grantor shall address educational and recreational use and the management of those activities within the Management Plan. Nothing herein shall prohibit or limit the Grantor from charging use or access fees to recover costs associated with managing the Protected Property, provided that the Grantor shall not grant exclusive use of the Protected Property to any person or entity for recreational purposes.
- 3.2 Hunting. Under and in accordance with the Management Plan, the right but not the obligation to allow limited hunting on the Property, provided that the hunted species have a legally defined hunting season under Maine regulations. In determining what limitations should be placed on hunting, the Management Plan shall address the relative abundance of Native Species for which hunting is allowed. Purposefully allowing hunting or trapping of native predator species (including but not limited to bears, canines, felines, mustelids and furbearers) is not permitted, except as described below in Section 3.7.2.
- 3.3 Construction and Maintenance of Pedestrian Trails, Minor Structures, and Parking Areas. The right to construct and maintain pedestrian trails and minor structures associated with permitted recreational, educational, and scientific uses, including, but not limited to: trail markers, signs, steps, water bars, foot bridges, railings, small unlighted informational and interpretive signs, registration boxes, and wildlife observation stations; boundary markers; study markers and grids; and gates, barriers, or low, sight permeable fences to control unauthorized use, prevent access by motor vehicles, or protect fragile areas or areas under active management or study.

Not more than two unpaved parking areas of a minimum practical size and in keeping with remote trailhead parking areas may be created and maintained at locations along existing roads as set forth in the Management Plan and consistent with the permitted uses and Conservation Values of the Property. Each unpaved parking area shall not be larger than necessary for five cars unless a larger size is approved by Holder and minimizes undue impact on the Conservation Values of the Property.

3.4 Maintenance and Use of Existing Roads and Motorized Trails. The right to maintain the existing roads and snowmobile trails on the Protected Property as documented in the Baseline Documentation Report, along with associated structures such as culverts and bridges. The Grantor reserves the right to close, restore to a more natural state, or re-locate roads or motorized trails to further the Purpose of this Conservation Easement. Relocation of roads shall require Holder approval. The Grantor further retains the right to temporarily reopen or create road or motorized trail access to sites required for limited management purposes as permitted in this Section 3. The Grantor may at its sole discretion close or abandon roads or motorized trails and after such closure or abandonment, the vehicular access allowed under Section 3.5 shall permanently cease. Any maintenance, relocation, or other activity related to these provisions will be done in accordance with Best Management Practices (BMPs) published by the Maine Department of Conservation's Maine Forest Service or a future equivalent approved by Holder in place at the time and be outlined in the Management Plan.

3.5 Motorized Vehicles. The right to operate, and to allow others to operate, motorized vehicles (defined as licensed, over- the- road vehicles, with the exception of all terrain vehicles or "ATVs") on the roads identified in the Baseline Documentation Report. Such use of existing roads shall be for purposes consistent with this Conservation Easement and may be subject to restrictions by Grantor.

Snowmobile use is allowed only on the existing Maine Interconnected Trail System (ITS) and club snowmobile trails identified in the Baseline Documentation Report. The Grantor at its sole discretion reserves the right to close or relocate said snowmobile trails to a location that minimizes undue impact on the Conservation Values, to require that trails be ungroomed, and otherwise to impose rules on snowmobile use.

It is the Grantor's responsibility to enforce the prohibitions in this section. Notwithstanding the above, at the discretion of the Grantor, the use of ATVs, snowmobiles, or other motorized vehicles is permitted anywhere on the Protected Property solely for limited administrative use by the Grantor, or others as designated by the Grantor, and similar use by the Holder, to perform permitted maintenance activities to roads and trails, and for emergency health and safety purposes.

3.6 Scientific Research. The right to conduct or to allow others to conduct scientific research, including archeological research, on the Protected Property, including the placement of temporary or permanent plot markers and ancillary research equipment, provided that any disturbed area shall be restored to its natural condition and appearance as soon as possible after completion of said research activity, and further provided that any such activities minimize any undue adverse impact on Conservation Values and be described in the Management Plan.

3.7 Ecological Processes and Active Management. Management of the Property should allow for natural ecological processes to proceed with minimal interference or manipulation. However, there may be instances where planned active management is necessary to: (1) reduce threats to the natural communities and Native Species protected by this Conservation Easement; (2) replicate or restore the natural conditions, including

natural processes that maintain those natural communities and species; or (3) allow for permitted uses under this Conservation Easement. Specifically, the following management activities are permitted provided that such activities are addressed in the Management Plan:

3.7.1 Vegetation Management. The right to remove and replant trees and vegetation solely for the purpose of maintaining or restoring Conservation Values, protecting At-risk or Imperiled Species, restoring damaged habitat for such At-risk or Imperiled Species, or for controlling the spread of Invasive Species, diseases, or blights. In addition, Grantor shall have the right to undertake limited removal of trees and vegetation as necessary for permitted uses under this Conservation Easement, such as the construction and maintenance of trails, and for the safety of the public.

3.7.2 Control of Ecological Threats. The right to protect or restore the Property's Conservation Values through the control or removal of Invasive Species, feral domesticated animals, or to control non-Native Species, disease or pest outbreaks. Such control may include: (1) the right to use wildlife trapping and (2) the application of insecticides, herbicides, or other biocides. In all cases, undue impacts on Conservation Values shall be minimized. Methods of control and target species shall be addressed in the Management Plan. This right shall include the right to take emergency rapid response for the removal of newly identified Invasive Species or pests without inclusion in the Management Plan provided Grantor shall provide notice to Holder of any emergency rapid response activities within 14 days following the treatment and shall make necessary up-dates to the Management Plan.

3.8 Surface Alterations for Permitted Uses. The right to alter the surface of the Protected Property only to the minimum extent necessary for the unpaved roads, trails, parking areas, low-impact camping at unimproved sites and other activities permitted under this Conservation Easement, provided that any such activities minimize any undue adverse impact on Conservation Values.

3.9 Carbon Credits. The Grantor hereby retains, owns, and holds legal title to and all beneficial ownership rights to the following: (i) any removal, limitation, reduction, avoidance, sequestration or mitigation of any greenhouse gas association with the Property and (ii) any right, interest, credit, entitlement, benefit or allowance to emit (present or future) arising from or associated with any of the foregoing, including without limitation the exclusive right to be issued carbon offset credits or Climate Reserve Tonnes (CRTs) by a third party entity.

3.10 No Required Uses or Public Rights. No uses that are permitted in this Conservation Easement shall be deemed as required uses of the Protected Property by the Holder or any other party. Further, nothing in this Conservation Easement shall be construed as giving the public or any third party a right of access to all or any portion of the Protected Property for any uses or activities permitted hereunder.

4. PROHIBITED OR RESTRICTED USES OF THE PROTECTED PROPERTY

Other than the permitted uses described in Section 3 above, there shall be no residential, mining, drilling, commercial, agricultural, farming, ranching, forest management or harvesting, or

industrial uses of the Protected Property or any other use or activity that would materially detract from the Purpose of this Conservation Easement or result in undue adverse impacts on Conservation Values.

- 4.1 Extinguishment of Development or Mitigation Rights. All rights to develop or use the Protected Property that are prohibited by or inconsistent with the Purpose and Conservation Values of this Conservation Easement are extinguished, and cannot be used to transfer development rights to other land, or to permit increased development or natural resource use or removal on other land, or to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation on land not subject to this Conservation Easement, except as provided for in Section 3.9 regarding carbon credits.
- 4.2 New Roads and Motorized Trails and the Use of Motorized and Mechanized Vehicles. No new roads or motorized trails shall be created, and it is prohibited to purposefully allow operation of All Terrain Vehicles (ATVs), motorcycles, snowmobiles, licensed over-the-road vehicles, mountain bikes or any other motorized or mechanized vehicle (other than motorized and non-motorized wheelchairs or similar devices for use by the disabled on approved trails) on the Protected Property, except as permitted in Section 3.
- 4.3 Subdivision. Notwithstanding that the Protected Property may be comprised of more than one parcel, for the purposes of this Conservation Easement the Protected Property shall be merged as an entirety under single ownership, without division, partition, subdivision, subsection to the Maine Time Share Act (33 M.R.S. c 10-A) or Maine Condominium Act (33 M.R.S. c 31), or other legal or *de facto* creation of lots or parcels in separate ownership or the creation of separate parcels of real estate, except under the following circumstances.

4.3.1 Boundary Disputes. The Grantor may convey portions of the Protected Property to abutters to the extent necessary to resolve bona fide boundary disputes and provided that the total acreage of land protected under this Conservation Easement shall not be materially reduced by such a conveyance without a court order, and further provided that i) any land received by the Grantor in exchange for such agreement shall be made subject to the terms of this Conservation Easement unless otherwise agreed to by Holder and ii) the land conveyed by the Grantor in exchange for such agreement shall be released from the terms of this Conservation Easement.

4.3.2 Property Divisions. The Grantor may divide the Protected Property once to result in no more than 2 ownerships in order to transfer any portion of the Protected Property to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes, for permanent conservation

ownership by such a qualified entity, subject to the terms of this Conservation Easement. The Holder in its sole discretion may permit two other divisions of the Protected Property, subject to such terms as the Holder may reasonably require. Any division of the Protected Property shall require an appropriate contribution to the Holder's Stewardship Endowment that is commensurate with the projected expenses associated with the Holder's additional stewardship responsibility, as calculated by the Holder according to reasonable stewardship endowment standards.

- 4.4 Structures, Improvements and Utilities. As of the date of this Conservation Easement, there are no known Structures, improvements and utilities on the Protected Property except for those minor existing Structures, improvements and utilities documented in the Baseline Documentation Report, which existing Structures, improvements or utilities may be maintained and replaced with substantially similar Structures, improvements or utilities in substantially the same locations. No additional Structures, improvements, or utilities of any kind, temporary or permanent, may be located on the Protected Property, except as provided in Section 3.

4.4.1 Return of Site to Natural Condition. When Structures, improvements or utilities are no longer in use, and the lack of use could result in a danger to human health or the environment, or conflicts with the Purpose of this Conservation Easement, then the unused Structures, improvements or utilities shall be removed, unless this requirement is waived by the Holder, at the Grantor's cost and expense, and the site shall be allowed to return to a natural condition.

- 4.5 Surface and Sub-surface Alterations. As of the date of this Conservation Easement, there are no known surface alterations on the Protected Property except for unpaved trails, and roads (collectively "Surface Alterations"), as shown in the Baseline Documentation Report. The creation of new roads and motorized trails is governed by Section 4.2. No additional filling, dumping, excavation, mining, drilling, or other alterations may be made to the surface or sub-surface of the Protected Property or to its surface or ground waters, or wetlands; except that the Grantor reserves the right to maintain existing Surface Alterations, remediate erosion on trails, and alter the surface of the Protected Property to the minimum extent necessary to exercise the rights reserved in this Conservation Easement, provided that in every case the disturbed surrounding area must be restored as soon as reasonably possible to a state consistent with the Conservation Values of this Conservation Easement.
- 4.6 Excavation of Minerals, Geothermal Resources and Hydrocarbon. There shall be no exploration for, drilling, or development and extraction of, geothermal resources, minerals, hydrocarbon, surface water, groundwater, sand, clay, gravel or any other deposits by any surface or sub-surface mining or any other method on the Protected Property.

- 4.7 Waste; Chemicals; Hazardous Substance. There shall be no placing, filling, storing or dumping on the Protected Property by the Grantor of rubbish, garbage, debris, waste materials, landfill, or any toxic or hazardous substance or the placing, filling, spraying, storing, injecting or dumping on or applying to the Property chemicals (including but not limited to, fertilizers, pesticides, insecticides and herbicides, as defined under applicable federal or state law) except as permitted by Section 3 and as follows:
- 4.7.1 Use of Hazardous Materials. The Grantor may use and transport in appropriate containers, designed and maintained to avoid spillage or other contamination of the surrounding environment, hazardous substances (including, oil, gasoline, pesticides and other chemicals) generated or used in connection with permitted management activities and upon cessation of the use of such materials, shall remove such material from the Protected Property as soon as reasonably possible. Storage of hazardous materials is prohibited except for limited temporary storage in consultation with the Holder for a specific planned use allowed under this Conservation Easement and which shall be consistent with maintaining the Conservation Values.
- 4.7.2 Storage and Removal of Rubbish, Garbage, Debris, and Waste Materials. The Grantor shall collect and store in appropriate containers rubbish, garbage, debris, and waste materials generated in connection with management activities and shall remove such material from the Protected Property at reasonable intervals, which will be no less frequently than annually.
- 4.8 Vegetation Management. There shall be no forest management, harvesting or removal of vegetation on the Protected Property except as provided for in Section 3.

5. BASELINE DOCUMENTATION REPORT

The Baseline Documentation Report includes, as of the date of this Conservation Easement, documentation of the current knowledge of the physical and biological condition of the Protected Property, its physical improvements, and the special sites and resources that may require special protection or management, including but not limited to all such information as it relates to documenting the values contained in the Conservation Values. The Parties acknowledge and agree that prior to the date of this Conservation Easement, the Holder has prepared and completed the Baseline Documentation Report for the Protected Property, and that the Grantor has acknowledged in writing to the Holder the accuracy of the Baseline Documentation Report.

6. MANAGEMENT PLAN

A Management Plan including a description of the Grantor's actions for its management of the Protected Property relative to achieving the Purpose and terms of this Conservation Easement and for exercising the reserved rights that require such a plan shall be prepared and periodically updated by the Grantor. The Grantor shall provide a copy of the Management Plan to the Holder

within 12 months of the granting of this Conservation Easement, and within 30 days of any subsequently adopted, revised Management Plan.

Holder has the right but not the obligation to review the Management Plan for consistency with the Purpose and terms of this Conservation Easement. If the Holder finds that any portion of the Management Plan is inconsistent with the terms of this Conservation Easement or that resulting activities could result in a violation of this Conservation Easement, the Holder will provide written comments to the Grantor identifying and explaining such inconsistencies, but it is acknowledged that the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement. The Holder has no right of approval over the Management Plan.

7. RIGHTS AND OBLIGATIONS OF THE HOLDER FOR MONITORING AND ENFORCEMENT PURPOSES

To accomplish the Purpose, the following rights and easements are granted to and obligations imposed upon the Holder:

- 7.1 Affirmative Rights and Obligations of the Holder related to Monitoring, Enforcement and Administration. The Holder shall have the right to assure compliance with the terms of this Conservation Easement. In connection with such right, the Holder shall have the right to enter the Protected Property at any reasonable time and in any reasonable manner, being the same rights of entry and manner as afforded the Grantor through provisions of this Conservation Easement and over any and all rights of way and roads over which the Grantor has rights of access, subject to the provisions of this section, for the purposes of inspection, monitoring, enforcement and remedying any violations of this Conservation Easement.
 - 7.1.1 Annual Meeting. Absent an agreement to the contrary, the Grantor and the Holder, or their designees, shall meet annually at a date, location and time convenient for the parties to review the Grantor's planned and completed management activities, the Grantor's Management Plan, the Holder's monitoring activities, and to discuss any questions or concerns regarding the Protected Property and the exercise of the rights by either party under this Conservation Easement.
 - 7.1.2 Reports and Records. The Holder shall keep on file and provide to the Grantor reports made in connection with the Holder's monitoring of the condition of the Protected Property and Grantor's compliance with the terms of this Conservation Easement. The Holder shall also keep on file all documents pertinent to the interpretation and enforcement of this Conservation Easement.
 - 7.1.3 Access by Roads. Vehicular access shall only be over any open roads (i.e. roads that the Grantor has not abandoned or ceased to use for the Grantor's management of the Protected Property) or snowmobile trails as specified in Section 3.5. If the Grantor has gated roads, but utilizes the roads beyond the gates, the Grantor shall provide the Holder with vehicular access through the gates and on and across such

roads. The Holder shall not use roads in a manner that could reasonably be anticipated to result in damage, with the exception of reasonable wear and tear.

- 7.1.4 No Separate Assignment. The Holder's access rights are not assignable except in connection with the permitted assignment by the Holder of this Conservation Easement.

8. THE HOLDER'S REMEDIES

- 8.1 Notice of Violation; Corrective Action. If the Holder becomes aware of a violation of this Conservation Easement, the Holder shall notify the Grantor of such violation and request that the Grantor cure the violation, and, if the violation involves damage to the Protected Property resulting from any use or activity that the Holder determines, in its reasonable judgment, to be inconsistent with the Purpose, that the Grantor restore, to the extent practicable, the portion of the Protected Property so damaged to a condition substantially similar to that which existed prior to the violation.
- 8.2 Injunctive Relief. If the Grantor does not cure the violation within thirty (30) days after receipt of notice thereof from the Holder, or under circumstances where the violation cannot reasonably be cured within said period, does not begin curing such violation within said period, and/or does not continue diligently to cure such violation until finally cured, the Holder may, after fifteen (15) days' notice to the Grantor, bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Protected Property to the condition substantially similar to that which existed prior to injury to the extent such restoration is practicable.
- 8.3 Damages. In the event of a judicial determination that the Grantor has violated this Conservation Easement, the Holder will be entitled to recover reasonable damages for violation of the terms of this Conservation Easement, including reasonable attorneys' fees and expenses.
- 8.4 Emergency Enforcement. If the Holder, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property resulting from an alleged violation of the terms of this Conservation Easement, the Holder may, with prior notice to the Grantor, enter upon the Protected Property for the purpose of assessing damage or threat to the Conservation Values thereon resulting from a violation of the terms of this Conservation Easement and determining the nature of curative or mitigation actions that should be taken; and pursue its remedies under this Section with at least twenty-four (24) hours' prior notice to the Grantor, but without waiting for the cure or notice period provided under this Section to expire.
- 8.5 Costs of Enforcement. In the event that a circumstance of non-compliance with the Conservation Easement is corrected through negotiation and voluntary

compliance, the party who was not complying shall reimburse the other party for all reasonable costs incurred in investigating the non-compliance and securing its correction. In the event that a dispute is resolved through judicial enforcement, the prevailing party shall be entitled to an award of its reasonable costs, including attorneys' fees and any other payments ordered by such decision-maker. In all other circumstances, each party shall bear its own costs of dispute resolution.

- 8.6 Forbearance Not a Waiver. Any forbearance by the Holder to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by the Grantor shall not be deemed or construed to be a waiver by the Holder of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the Holder's rights under this Conservation Easement. No delay or omission by the Holder in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.
- 8.7 Responsibility for Agent's Acts; Acts Beyond the Grantor's Control. The Grantor shall be responsible for, and the Holder shall have the right to enforce the terms of this Conservation Easement against the Grantor with respect to violations of the terms of this Conservation Easement caused by the Grantor, or Grantor's officers, directors, trustees, members, employees, contractors and agents or by any person or entity who enters or occupies the Protected Property with the express written permission of the Grantor or pursuant to a contractual relationship with the Grantor, such as a tenant of a leased lot. The Grantor shall not be responsible or liable for any remediation, restoration, damages, cost and/or expenses in any way caused by third parties (except those described in the preceding sentence) or the public, except as required by state or federal laws or regulations. Nothing contained in this Conservation Easement shall be construed to entitle the Holder to bring any action against the Grantor for any injury to or change in the Protected Property resulting from causes beyond the Grantor's control, including: government action, fire, flood, storm, changes in climatic condition, catastrophic insect infestation, disease, acid rain or other airborne pollutants introduced into the atmosphere by third parties, naturally occurring earth movement and other similar natural events, or from any prudent action taken by the Grantor under what the Grantor reasonably and in good faith perceives to be emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Nothing contained in this Conservation Easement shall be construed to entitle the Holder to bring any action against the Grantor for any injury to or change in the Protected Property or any injury to any person or property resulting from the actions of the Holder or resulting from the actions of any person whose presence on the Protected Property arises out of the exercise of the Holder's affirmative rights.

9. OTHER RIGHTS NOT IMPAIRED OR ENLARGED

- 9.1 No Other Enforcement Rights. Except as provided by 33 M.R.S. § 478, this Conservation Easement shall not be construed to entitle any person or entity other than the Holder or its duly authorized agents, to enforce any of the terms or

conditions of this Conservation Easement against the Grantor, except in connection with the permitted assignment by the Holder of this Conservation Easement as permitted in Section 12.

- 9.2 No Additional Assumption of Responsibility. Nothing in this Conservation Easement shall be interpreted as an assumption of responsibility by, or basis for liability on the part of, the Grantor for any injury to person or damage to property or loss of life that may be sustained by any person while on the Protected Property pursuant to the Conservation Easement granted hereunder to the Holder or sustained by any such person as a result of any entry on or use of the Protected Property by any persons other than the Grantor, its agents, employees, contractors, licensees and invitees. The Grantor specifically retains all the protections provided under Maine law to owners of land, including, the protections contained in 14 M.R.S. § 159-A.
- 9.3 Private Action. Actions taken by the Grantor on the Protected Property after the date of this Conservation Easement shall continue to be treated as private action and not public action (in other words, not the action of the federal, state, or local government) for the purposes of laws and regulations governing public lands, including, the Endangered Species Act, 16 U.S.C.A. §§ 1531, et seq., and the National Environmental Policy Act, 42 U.S.C.A. §§ 4321, et seq. In the event that any interests acquired by the Holder are subject to compliance with any law or regulation, said compliance shall not limit, delay, or otherwise interfere with the rights of the Grantor as set forth in this Conservation Easement.
- 9.4 No Enlargement or Extension of the Holder's Rights. No right granted to the Holder and no right or restriction enforceable by the Holder arising under this Conservation Easement shall be enlarged, extended, or otherwise altered in any manner adverse to the right, title and interest of the Grantor through prescription, adverse use, waiver, laches or any failure of the Grantor to enforce its rights.
- 9.5 Rights against Third Parties. Nothing contained in this Conservation Easement shall be construed to preclude the Grantor's and the Holder's rights to recover damages from any third party for trespass or other violation of their respective rights in this Conservation Easement and the Protected Property. The parties agree to cooperate with and to join in such actions as are necessary to prevent such unlawful use of the Protected Property by third parties, including taking legal action against third parties who trespass.
- 9.6 Additional Conservation Actions. Nothing contained in this Conservation Easement shall be construed either to limit the Grantor's rights to take additional conservation actions, such as further restrictions on the use of all or a portion of the Protected Property in order to protect the resources and Conservation Values of the Protected Property.
- 9.7 Taxes. Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and avoid

the imposition of any liens that may impact the Holder's rights hereunder. Grantor shall keep the Protected Property free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to or obligations incurred by Grantor. If discharge of the lien or encumbrance is necessary to protect the Holder's interest in the Protected Property and to assure the continued enforceability of this Conservation Easement, and Grantor has not taken action to discharge such lien or encumbrance (whether by payment, legal challenge to its validity, or otherwise), Holder may, at its discretion, pay any outstanding taxes, assessments, liens or encumbrances, and shall then be entitled to reimbursement by Grantor, together with interest at the then-prevailing statutory post-judgment interest rate in Maine under Title 14 MRS Section 1602-C or successor provisions thereof, calculated from the date of Holder's payment. Grantor agrees and authorizes Holder to record a lien on the Protected Property to secure Holder's right to reimbursement under this subsection, which lien will be effective as of the date of Holder's payment. In any collection process or court action brought by Holder for reimbursement in which Holder is the prevailing party, Holder shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees.

10. VALUE OF CONSERVATION EASEMENT; TAKINGS; EXTINGUISHMENT; PROCEEDS

10.1 Value of Conservation Easement. The parties agree that the grant of this Conservation Easement creates a property right that vests immediately in the Holder. The parties further agree that this property right as of the date of its creation has a fair market value that is equal to 50% of the fair market value of the unrestricted property as a whole as valued at the time of any eminent domain taking or extinguishment under the terms of this Section 10.

10.2 Takings.

(a) If either the Holder or the Grantor receives notice of the actual or threatened exercise of the power of eminent domain (hereinafter a "Taking") with respect to any interest in or any part of the Protected Property, the party who receives the notice shall promptly notify the other and the parties may proceed jointly or either party may at its discretion take such legal action as it deems necessary to:

(i) challenge the Taking;

(ii) challenge the total amount of any award tendered by the Taking authority; or

(iii) otherwise participate in, challenge or appeal such proceedings, findings or awards. Any third party counsel and consultants (including appraisers) hired by either party shall be reasonably acceptable to the other party. Each party shall be responsible for its own costs and legal fees, absent written agreement of the parties.

(b) In the event of a Taking of all or a portion of the Protected Property the following allocation provisions shall apply. The Grantor and the Holder shall share in the proceeds equally (50% to each party) and shall use any proceeds exceeding their legal fees and other associated costs for the conservation of land for the same Purpose as defined in this Conservation Easement and, if practicable within a reasonable period of time, for ecologically significant additions to the immediate area of the Protected Property.

- 10.3 Extinguishment. Except for a Taking in accordance with subsection 10.2 above, this Conservation Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the Purpose of this Conservation Easement is impossible to accomplish, and if both the Grantor and the Holder (and any Third Party Enforcer, if existing) agree. Should this Conservation Easement be terminated or extinguished as provided in this paragraph, in whole or in part, and the Grantor's estate is increased by reason of the extinguishment, that increase must be paid over to the Holder.

11. AMENDMENT AND DISCRETIONARY CONSENTS

The Grantor and the Holder acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of this Easement. The Holder therefore may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Easement or (b) alterations in existing uses or Structures, are consistent with the Purpose of this Easement. Any legally permissible amendment hereto, and any discretionary consent by the Holder contemplated by this Conservation Easement, may be granted only if the Holder has determined in its reasonable discretion, that the proposed use furthers or is not inconsistent with the Purpose of this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement on the Conservation Values. The Holder has no right or power to consent to any prohibited or restricted use on the Protected Property other than those which are expressly allowed herein, or that would be inconsistent with the conservation Purpose of this Conservation Easement or limit the term or terminate this Conservation Easement, or that would impair the qualification of this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S. Section 476 et seq., and/or Section 170(h) or 501(c)(3) of the Internal Revenue Code, or successor provisions thereof. Additionally, this Conservation Easement may not be amended in such a manner as to materially detract from the Conservation Values intended for protection, without the prior approval of the court in an action in which the Attorney General is made a party. Any amendment will become effective upon recording at the Piscataquis County Registry of Deeds.

12. ASSIGNMENT AND STEWARDSHIP ENDOWMENT

This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes, as amended (or

successor provisions thereof), and that as a condition of transfer, agrees to uphold the Purpose of this grant. The Grantor shall have the right to ninety (90) days' notice of any such proposed assignment and the right of approval of any such assignment, such approval not to be unreasonably withheld. As part of the grant of this Conservation Easement, funds have been transferred to the Holder to support the Holder's stewardship oversight program in recognition of Holder's commitment to ensuring that the terms of this Conservation Easement are met ("Stewardship Endowment"). In the event the Holder assigns this Conservation Easement to a third party, the Holder shall transfer funds to such third party, according to a signed agreement, to similarly support ongoing stewardship oversight of this Conservation Easement.

13. SUBSEQUENT TRANSFERS

Except as specifically provided in Section 4, nothing in this Conservation Easement shall be construed to prevent the Grantor from selling or otherwise conveying or transferring the Protected Property or any common and undivided interest in the Protected Property to a third party, subject to the terms of this Conservation Easement. The Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which the Grantor divests itself of any interest in all or a portion of the Protected Property, including, a security or leasehold interest. The Grantor agrees to give written notice to the Holder of the transfer of any interest in the Protected Property ninety (90) days prior to the date of such transfer. The Grantor shall provide the Holder documentation recorded at any registry of deeds upon completion of such transfer. The failure of the Grantor to perform any act required by this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

It is understood by the Holder that the Grantor intends to convey the fee interest in the Protected Property to Northeast Wilderness Trust, a non-profit corporation incorporated under the laws of the State of Vermont, qualified to do business in Maine, and having its principal place of business at P.O. Box 405, 21 Prince Lane, Suite #2, Bristol, Vermont, 05443.

14. NOTICE OF GRANT REQUIREMENTS

Notice is hereby given that the value of the conveyance of this Conservation Easement was used as match for a grant from the North American Wetlands Conservation Act Funds pursuant to a Grant Agreement between the U.S. Fish and Wildlife Service and the Northeast Wilderness Trust (Agreement MA-N331A, Piscataquis River/Alder Stream Wetlands, Maine, a copy of which is kept at the Division of Bird Habitat Conservation (DBHC), U.S. Fish and Wildlife Service, 1849 C Street, NW, Washington, DC 20240 and at the offices of Northeast Wilderness Trust at the address in Section 16, Notices). The purpose of the Grant Agreement is to support the protection of wetland and associated upland habitat in order to benefit waterfowl, shorebirds, and other wetland-dependent species. Federal regulations require the Conservation Easement interest in the Protected Property to be used for the purpose for which it was committed as match. The Grantor and Holder hereby confirm their obligations with regard to the Protected Property pursuant to the terms of the Grant Agreement, including ensuring the long term conservation of the Protected Property and obtaining the consent of the U.S. Fish and Wildlife Service prior to the conveyance of any interest in the Protected Property. If any interest is converted, sold, conveyed, or otherwise encumbered, an attributable share may be owed to DBHC.

15. MERGER

The Grantor and the Holder agree that the terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement interest in the Protected Property.

16. NOTICES

All notices under this Conservation Easement shall be in writing and shall be effective upon receipt or refusal if delivered by hand or sent by mail, postage prepaid, certified or registered mail, return receipt requested, or overnight delivery service providing proof of receipt, addressed as follows or to such other address as either Party may designate by notice to the other Party:

To Grantor:
Sweet Water Trust
1 Short Street
Northampton, MA 01060

Copy to:
Northeast Wilderness Trust
P.O. Box 405
21 Prince Lane, Suite #2
Bristol, VT 05443

To Holder:
Forest Society of Maine
c/o Executive Director
115 Franklin Street, 3rd Floor
Bangor, ME 04401

17. RECORDING

Original counterparts of this Conservation Easement shall be recorded by the Holder at its expense in the Registry of Deeds, Piscataquis County, Maine. The Holder may re-record this Conservation Easement at the Holder's expense at any time as may be required to preserve its rights in this Conservation Easement.

18. ACCEPTANCE

As attested by the signature of the Executive Director of the Forest Society of Maine affixed hereto, the Holder hereby accepts the within Conservation Easement and the rights and responsibilities conveyed hereby.

19. GENERAL PROVISIONS

- 19.1 Controlling Law; Compliance with Laws. This Conservation Easement is created pursuant to Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, Sections 476 through 479-C, inclusive and shall be construed in accordance with the laws of the State of Maine.
- 19.2 Including; Any. As used in this Conservation Easement, the words "include" or "including" means "including without limitation", and "any" means "any and all."

- 19.3 Other Laws. Nothing in this Conservation Easement may be construed to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government agency having jurisdiction over the Protected Property, nor to prohibit the imposition of further land use restrictions by agreement of the parties or by operation of law, provided, however, that any activity already in practice on the Protected Property at the time of any such future laws and regulations may be continued to the extent that the concept of 'grandfathering' under any applicable law would allow the continuation of any such activity.
- 19.4 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose and the policy of 33 M.R.S. §§ 476 and 479-C inclusive, as amended. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 19.5 Severability. If any provision of this Conservation Easement, or its application to any person or circumstance, is found to be invalid, the remainder, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby so long as the Purpose of this Conservation Easement can still be carried out.
- 19.6 Entire Agreement. This Conservation Easement contains the entire agreement of the parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged in this Conservation Easement. This Conservation Easement may not be amended except as provided in Section 11.
- 19.7 No Forfeiture. Nothing contained herein is intended to result in a forfeiture or reversion of Grantor's fee title in any respect.
- 19.8 Successors. This Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.
- 19.9 Captions. Captions used in this Conservation Easement are solely for convenience of reference and shall have not been used for construction or interpretation.
- 19.10 Counterparts. Each party may execute this Conservation Easement in counterparts, and each counterpart shall be deemed an original instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 19.11 Construction. In all matters of interpretation, whenever necessary to give effect to any clause of this agreement, the neuter, masculine and feminine include each other, and the singular includes the plural, and the plural includes the singular.

This Conservation Easement is granted to the Holder subject to all rights and reservations of record.

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9/20/2012

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20
day of September, 2012.

SWEET WATER TRUST

Eve Endicott

Witness

By: Walker G. Buckner, Jr.

Walker G. Buckner, Jr.

Its: Sole Trustee

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, SS.

September 20, 2012

Then personally appeared before me, the undersigned notary public, the above-named Walker G. Buckner, Jr., and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the document and acknowledged that he signed it voluntarily as sole Trustee of Sweet Water Trust, for its stated purpose.

Before me,

Eve Endicott

Notary Public

Printed Name: Eve Endicott

My Commission Expires: 2/28/2014

HOLDER ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by the Forest Society of Maine, the Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Alan Hutchinson, its Executive Director hereunto duly authorized, this 18 day of October, 2012.

FOREST SOCIETY OF MAINE

[Signature]
Witness

By: [Signature]
Its: Executive Director

STATE OF MAINE
Penobscot County

October 18, 2012

Personally appeared before me the above-named Alan Hutchinson and acknowledged the foregoing instrument to be his free act and deed in his capacity as Executive Director and the free act and deed of Forest Society of Maine.

Before me,

Melissa Sullivan
Notary Public
Printed Name:
My Commission Expires:

MELISSA SULLIVAN
Notary Public - State of Maine
My Commission Expires November 18 2018

EXHIBIT A

PROPERTY DESCRIPTION

Goodine Parcel

A certain lot or parcel of land situated on the John Doore Road and Dyer Road in the Town of Atkinson, County of Piscataquis, State of Maine, bounded and described as follows:

Beginning at a $\frac{3}{4}$ inch iron rod found on the northwest sideline of the John Doore Road on the line between Lot 14, Range 5 and Lot 15 Range 5 of the Town of Atkinson and being at the southwest corner of land now or formerly of Charles Fitzgerald described by deed recorded in the Piscataquis County Registry of Deeds in Book 514, Page 492;

thence N $10^{\circ}45'27''$ W, along said line between Lot 14, Range 5 and Lot 15, Range 5 which is also along said land of Fitzgerald, a distance of 405.00 feet to a #5 rebar set;

thence S $79^{\circ}10'20''$ W, along the line between Lot 15, Range 5 and Lot 15, Range 6 which is also along land now or formerly of George R. and Mae E. Johnson described by deed recorded in said registry of deeds in Book 846, Page 279, a distance of 1715.71 feet to a #5 rebar set at the base of an old wood post found;

thence N $11^{\circ}13'$ W, along the line between Lot 15, Range 6 and Lot 16, Range 6 which is also along said land of Johnson, a distance of 1847 feet to the southwest corner of land of Gregory A. Johnson described by deed recorded in said registry of deeds in Book 1573, Page 249;

thence N $10^{\circ}42'$ W, along said land of Gregory A. Johnson described by deed recorded in Book 1573, Page 249, a distance of 348 feet to a #5 rebar set;

thence N $10^{\circ}42'$ W, along said land of Gregory A. Johnson described by deed recorded in Book 1573, Page 249, a distance of 58 feet to the thread of Alder Stream;

thence westerly, along said thread of Alder Stream, a distance of 1245 feet, more or less, to the east line of land of Gregory N. and Cathie A. Goodine described by deed recorded in said registry of deeds in Book 584, Page 494;

thence S $9^{\circ}06'$ E, along said land of Gregory N. and Cathie A. Goodine, a distance of 30 feet to a #5 rebar set and being S $70^{\circ}02'$ W a distance of 870 feet from the previously mentioned #5 rebar set;

thence S $9^{\circ}06'$ E, along said land of Gregory N. and Cathie A. Goodine, a distance of 1620 feet to a $\frac{5}{8}$ inch iron rod found;

thence N $86^{\circ}13'16''$ E, along land of Owen and Roberta Goodine described by deed recorded in said registry of deeds in Book 1666, Page 178 and being near the edge of a field, a distance of 232.19 feet to a $\frac{5}{8}$ inch iron rod found;

thence S 17°45'14" E, along said land of Owen and Roberta Goodine described by deed recorded in said registry of deeds in Book 1666, Page 178 and being near the edge of a field, a distance of 174.00 feet to a #5 rebar set;

thence N 79°08'17" E, along said land of Owen and Roberta Goodine described by deed recorded in said registry of deeds in Book 1666, Page 178 and being near the edge of a field, a distance of 23.00 feet to a 3/4 inch iron rod found;

thence S 14°02'54" E, along said land of Owen and Roberta Goodine described by deed recorded in said registry of deeds in Book 1666, Page 178 and being near the edge of a field, a distance of 232.19 feet to a 3/4 inch iron rod found;

thence S 87°46'21" E, along said land of Owen and Roberta Goodine described by deed recorded in said registry of deeds in Book 1666, Page 178 and being near the edge of a field, a distance of 214.64 feet to a 5/8 inch iron rod found;

thence S 7°16'58" E, along said land of Owen and Roberta Goodine described by deed recorded in said registry of deeds in Book 1666, Page 178 and being near the edge of a field, a distance of 288.41 feet to a 5/8 inch iron rod found;

thence S 85°30'35" E, along said land of Owen and Roberta Goodine described by deed recorded in said registry of deeds in Book 1666, Page 178 and being near the edge of a field, a distance of 269.04 feet to a 5/8 inch iron rod found;

thence S 8°01'05" E, along said land of Owen and Roberta Goodine described by deed recorded in said registry of deeds in Book 1666, Page 178 and being near the edge of a field, a distance of 118.63 feet to a 7/8 inch iron rod found at the northwest corner of land now or formerly of Anthony and Tami Goodine described by deed recorded in said registry of deeds in Book 746, Page 250;

thence S 80°21'08" E, along said land of Anthony and Tami Goodine and being marked by an existing blazed line, a distance of 262.74 feet;

thence S 74°05'53" E, along said land of Anthony and Tami Goodine and being marked by an existing blazed line, a distance of 267.39 feet to a 7/8 inch iron rod found;

thence S 1°32'53" E, along said land of Anthony and Tami Goodine and being marked by an existing blazed line, a distance of 325.00 feet to the northwest corner of land now or formerly of Timothy and Lillian Goodine described by deed recorded in said registry of deeds in Book 626, Page 204;

thence S 81°32'44" E, along said land of Timothy and Lillian Goodine, a distance of 183.00 feet to a 3/4 inch iron rod found;

thence S 15°12'21" W, along said land of Timothy and Lillian Goodine, a distance of 240.62 feet to a 7/8 inch iron rod found on the north sideline of the Dyer Road;

thence S 87°21'34" E, along said north sideline of the Dyer Road, a distance of 50.00 feet to a #5 rebar set at the southwest corner of now or formerly of Daniel and Vickie Parsons described by deed recorded in said registry of deeds in Book 1085, Page 322;

thence N 15°35'50" E a distance of 404.57 feet to a 5/8 inch iron rod found;

thence S 71°36'02" E a distance of 102.93 feet to the north line of said land of Parsons;

thence S 87°21'34" E, along said north line of land of Parsons, a distance of 132.00 feet to the west line of land of Ricky and Linda Rossignol described by deed recorded in said registry of deeds in Book 1817, Page 109;

thence N 28°30'16" E, along said west line of Ricky and Linda Rossignol and also along the west line of land now or formerly of Geoffrey and Vicki Chambers, a distance of 773.59 feet to a #5 rebar set;

thence S 85°08'58" E, along the north line of said land of Chambers, a distance of 350.00 feet to a #5 rebar set on said northwest sideline of the John Doore Road;

thence N 29°23'14" E, along said northwest sideline of the John Doore Road, a distance of 200.00 feet to the point of beginning,

containing 79.3 acres.

Bearings described above are oriented to the State Plane Coordinate System, NAD83, Maine East Zone as shown on a survey plan prepared by William E. Webber, Jr. of Webber Surveying, Inc. dated December 1, 2009 entitled "Boundary Survey of the Goodine Parcel for Sweet Water Trust" and recorded in the Piscataquis County Registry of Deeds in Plan File 2010, Plan 20.

Being the same premises as described by deed dated June 11, 1997 from Gregory Goodine, Owen Goodine, and Norman Goodine to Walker G. Buckner, Jr., as sole Trustee of the Sweet Water Trust, and recorded in the Piscataquis County Registry of Deeds in Book 1084, Page 36.

Carle Parcel

A certain lot or parcel of land situated in Atkinson, County of Piscataquis, State of Maine, bounded and described as follows:

Beginning at a #5 rebar found with a cap inscribed "Cahoon PLS324" at the southeasterly corner of Lot 4 of a subdivision plan prepared by John B. Cahoon, RLS#324, entitled "Final Subdivision Plan of Buck Ridge Subdivision, Levenseller Road, Atkinson, Maine, Piscataquis County, December 7, 1992", and recorded in Plan Cabinet #K-46 of the Piscataquis County Registry of Deeds;

thence S 80°53'27" W, along the northerly line of Lot 2 of said Plan, a distance of 606.33 feet to a #5 rebar found with a cap inscribed "Cahoon RLS324";

thence S 79°19'10" W, along the northerly line of land of Charles Fitzgerald described by a deed recorded in Book 1646, Page 241 of said Registry, a distance of 509.74 feet to a #5 rebar set on the easterly sideline of a 66 foot wide right of way shown on said Buck Ridge Subdivision Plan;

thence S 79°19'10" W, along the northerly line of said land of Fitzgerald, a distance of 33 feet to the center line of the existing road and right of way;

thence northerly, along the center of said road and 66 foot wide right of way, approximately 460 feet to a point being S 13°06' E 46 feet from a #5 rebar found inscribed "Cahoon RLS324" on the westerly line of Lot 4;

thence N 13°06' W, along the westerly line of Lot 4, a distance of 46 feet to said #5 rebar found, said rebar being on a tie line of N 13°44'47" E a distance of 461.10 feet from the previously described #5 rebar set;

thence N 13°06' W, along the westerly line of Lot 4, a distance of 2220 feet to a #5 rebar found inscribed "Cahoon RLS324" at the northwesterly corner of Lot 4;

thence N 79°22' E, along the northerly line of Lot 4 being the southerly line of land of Charles Fitzgerald described by a deed recorded in Book 572, Page 252 of said Registry, a distance of 915 feet to a #5 rebar found inscribed "Cahoon RLS324" at the northeasterly corner of Lot 4;

thence S 13°17' E, along the easterly line of Lot 4 being the westerly line of Lot 3 of said Plan, a distance of 1864 feet to a #5 rebar found with a cap inscribed "Cahoon RLS324" on the northerly sideline of said 66 foot wide right of way shown on said Plan;

thence S 12°07'54" E, along the easterly line of Lot 4 and the westerly line of Lot 3 and crossing said right of way, a distance of 791.55 feet to the point of beginning,

containing 56.5 acres.

Bearings described above are oriented to the State Plane Coordinate System, NAD83, Maine East Zone as shown on a resurvey of Lot 4 prepared by Kevin Webber of Webber Surveying, Inc. dated December 1, 2009 entitled "Boundary Survey of the Carle Parcel for Sweet Water Trust" and recorded in the Piscataquis County Registry of Deeds in Plan File 2010, Plan 19.

Said property includes a right of way for all purposes of a way over a 66 foot right of way as shown on said Buck Ridge Subdivision plan.

Said property is subject to a 66 foot wide right of way for all purposes of a way over and across the above described lot and shown on said Buck Ridge Subdivision plan.

Being all and the same premises conveyed by a deed from David M. Carle and Pamela J. Carle to Sweet Water Trust dated November 29, 2000 and recorded in Book 1295, Page 262 of the Piscataquis County Registry of Deeds.

Stelmok Parcel

A certain lot or parcel of land situated on the Stage Coach Road and Levenseller Road in the Town of Atkinson, County of Piscataquis, State of Maine, bounded and described as follows:

Beginning at a #5 rebar found on the easterly sideline of the Stage Coach Road and being located at the northwesterly corner of land now or formerly of Dennis George Warren described by deed recorded in the Piscataquis County Registry of Deeds in Book 1355, Page 108;

thence N 78°36'11" E, along said land of Dennis George Warren, a distance of 356.10 feet to a #5 rebar found;

thence N 78°36'11" E, along land now or formerly of Gerald F. Stelmok described by deed recorded in said registry of deeds in Book 1421, Page 335, a distance of 643.90 feet to a #5 rebar set;

thence S 11°23'49" E, along said land of Gerald F. Stelmok, a distance of 906.52 feet to a #5 rebar set on the north line of land now or formerly of Dean Walton described by deed recorded in said registry of deeds in Book 705, Page 119;

thence N 79°27'12" E, along said north line of land of Dean Walton being partially marked by stone wall and blazed line, a distance of 1209.88 feet to a wood post found;

thence N 79°22'32" E, along the north line of land now or formerly of Lakeville Shores, Inc. described by deed recorded in said registry of deeds in Book 1051, Page 99 being partially marked by stone wall and blazed line, a distance of 1001.14 feet to a wood post found;

thence N 80°10'03" E, along said north line of land of Lakeville Shores, Inc. being marked in part by blazed line, a distance of 645.60 feet to a #5 rebar set;

thence N 11°29'22" W, along land now or formerly of Paul and Susan Pearson described by deed recorded in said registry of deeds in Book 1514, Page 260, a distance of 1295.96 feet to a #5 rebar set on the south sideline of the Levenseller Road and being S 11°29'22" W 4.7 feet from a 7/8 inch iron rod found;

thence westerly, along said south sideline of the Levenseller Road, a distance of 4355.96 feet (based on deed recorded in Book 1307, Page 271) to said east sideline of the Stagecoach Road;

thence southeasterly, along said sideline of the Stagecoach Road, a distance of 657.4 feet (based on deed recorded in Book 1307, Page 271) to the point of beginning,

containing 98.6 acres, more or less.

Bearings described above are oriented to the State Plane Coordinate System, NAD83, Maine East Zone as shown on a survey plan prepared by Kevin Webber of Webber Surveying, Inc. dated December 1, 2009 entitled "Boundary Survey of the Stelmok Parcel for Sweet Water Trust" and recorded in the Piscataquis County Registry of Deeds in Plan File 2010, Plan 18.

Also including all the Grantor's right, title and interest, if any, in and to that portion of the Levenseller Road, (a.k.a. Woodward Road) that lies adjacent to the above described premises.

Being the same premises described by deed dated April 3, 2001 from Deborah A. Williams, formerly Deborah A. Stelmok, and Gerald F. Stelmok to Walker G. Buckner, Jr., as sole Trustee of the Sweet Water Trust, recorded in the Piscataquis County Registry of Deeds in Book 1307, Page 271.

J. K. Lyford Sr. Parcels

Certain lots or parcels of land situated in the Town Atkinson, County of Piscataquis, State of Maine, as follows:

1. All of Lot Four (4), Range One (1) according to the survey of Andrew Strong made in 1807, being the same lot as described in Parcel II in the deed from Diamond Occidental Forest, Inc. (DOFI) to J. K. Lyford, Sr., Inc., dated January 19, 1994, recorded in Piscataquis Registry of Deeds, Volume 927, Page 190.

2. All of Lot Three (3), Range One (1) according to said Strong Survey, except the north fifty (50) acres thereof and further excepting the premises consisting of eleven (11) acres, more or less, together with certain rights of way, conveyed by Diamond Occidental Forest, Inc., to Charles O. Jenkins, et al., by deed dated November 2, 1993, and recorded in said Registry, Volume 918, Page 280; being the same lot as described in Parcel III in said deed from DOFI to J.K. Lyford, Sr., Inc.

3. Several contiguous parcels of land more particularly bounded and described as follows:

- (a) The "Humphrey Lot" so-called, consisting of all that part of Lot Two (2), Range One (1) lying northerly of the brook running through said lot and all that part of Lot Two (2), Range Two (2) lying southerly of the Hardscrabble Road, so-called, said parcel being further bounded and described as follows:

Beginning at the intersection of the centerline of said Hardscrabble Road and the westerly line of Lot One (1), Range Two (2); thence southerly along said westerly line and the westerly line of Lot One (1), Range One (1) to the thread of the West Branch of Dead Stream; thence westerly along the thread of said stream to the thread of Brown Brook, so-called; thence westerly along the thread of said Brown Brook to the easterly line of Lot Three (3), Range One (1); thence northerly along the easterly line of said lot and along the easterly line of Lot Three (3), Range Two (2) to the centerline of said Hardscrabble Road; thence easterly along the centerline of said road to the point of beginning.

- (b) The "Strout Place", so-called, being all that part of Lot Three (3), Range Two (2) lying southerly of the Hardscrabble Road, so-called; and all that part of Lot Three (3), Range One (1) lying northerly of the southerly line of the land described in the

deed of Josiah Libby, Jr. to George A. Pierce dated March 16, 1842 and recorded in the Piscataquis County Registry of Deeds in Volume 6, Page 359.

- (c) The "Turner Howe Place", so-called, being all of the south half of Lot Four (4), Range Two (2) and all of that part of Lot Three (3), Range Two (2) lying northerly of the Hardscrabble Road, so-called, and southerly of Brown Brook, so-called.
- (d) The "Moulton Place", so-called, being all that part of Lot Three (3), Range One (1) lying southerly of the land described in the deed of Josiah Libby, Jr. to George A. Pierce dated March 16, 1842 and recorded in the Piscataquis County Registry of Deeds in Volume 6, Page 359, and northerly of the southerly line of the land described in the deed of Samuel Edgerly to Josiah Libby, Jr. dated February 7, 1840, and recorded in Piscataquis County Registry of Deeds in Volume 7, Page 86.
- (e) The "Pratt Chase Farm", so-called, being land in Lot Five (5), Range Two (2) and Lot Four (4), Range Two (2) described as follows: Beginning at the intersection of the centerline of the Eva Woodard Road, so-called, and the north line of said Lot Five (5), Range Two (2); thence easterly along the northerly line of said Lot Five (5) and along the northerly line of Lot Four (4), Range Two (2) to the northeast corner of said Lot Four (4); thence southerly along the easterly line of said Lot Four (4), Range Two (2) to the south line of the north half of said lot; thence westerly along said half lot line to the centerline of the Eva Woodard road; thence northwesterly along the centerline of said road to the point of beginning.

Also a part of Lot Four (4), Range Two (2) described as follows: Bounded northwesterly by said Eva Woodard Road; southerly by the south line of the north half of Lot Four (4), Range Two (2); and northwesterly by and generally along a stone wall marking the easterly line of land described in the deed of Charles A. Chase to Eugene Gilbert dated June 23, 1927 and recorded in the Piscataquis County Registry of Deeds in Volume 227, Page 294.

Also including the Grantor's interest, if any, in the twenty-one (21) by twelve (12) rod parcel of land located in Lot Four (4), Range Three (3) excepted and reserved in the deed of Pratt Chase to Nelson Brown dated November 21, 1878 and recorded in the Piscataquis County Registry of Deeds in Volume 74, Page 549.

These several parcels of land are the same as described in Parcel IV of said deed from DOFI to J.K. Lyford, Sr., Inc.

4. All that part of Lot Two (2), Range One (1) lying southerly of the brook crossing said lot, being further bounded and described as follows:

Beginning on the south line of the Town of Atkinson at the southeasterly corner of Lot Three (3), Range One (1); thence northerly along the easterly line of said lot to the thread of Brown Brook, so-called; thence easterly along the thread of said brook to the thread of the West Branch of Dead Stream, so-called; thence easterly along the thread of said

stream to the westerly line of Lot One (1), Range One (1); thence southerly along the westerly line of said lot to the southerly line of the Town of Atkinson; thence westerly along said southerly line of the Town of Atkinson to the point of beginning, excepting that portion of the above cited premises, together with certain rights of way, conveyed by DOFI to Charles O. Jenkins, et al., which lies within the portion of Lot Two (2), Range One (1) hereby described; being the same premises described as Parcel V in said DOFI deed to J. K. Lyford, Sr., Inc.

5. Part of the south half of Lot One (1), Range One (1) according to said Strong's survey and part of Lot One (1) according to Joshua Bradley's survey of the town of Milton (said town of Milton being renamed Orneville and Lot One (1) being annexed by the Town of Atkinson). Said premises being bounded on the south by the south line of the Town of Atkinson; on the west by the west thirty (30) acres of the south half of Lot One (1), Range One (1) in said Atkinson as described in the deed of William F. Huntington to James C. Huntington dated October 12, 1857 and recorded in the Piscataquis County Registry of Deeds in Volume 37, Page 436, said land later owned by Thomas Young; on the north by the line between the north and south halves of said Lot One (1), Range One (1) and by the West Branch of Dead Stream, so-called; and on the east by a small stream lying westerly of the Bradford Road, so-called; being the same premises described as Parcel VI in said DOFI deed to J. K. Lyford, Sr., Inc.

Being the same premises described in a deed from J. K. Lyford, Sr., Inc. to Sweet Water Trust by a deed dated November 20, 1998 and recorded in Piscataquis Registry of Deeds, Volume 1168, Page 174.

For reference, see a plan entitled "Boundary Survey – Of portions of the Lyford Lot for – Sweet Water Trust" prepared by William E. Webber, Jr., dated December 1, 2009 and recorded in said Registry at Plan File 2010, Plan 15.

Prentiss & Carlisle Co., Inc. Parcels

FIRST TRACT (Atkinson: Chambers Lot):

Certain real estate situated in the Town of Atkinson and being all that part of Lot nineteen (19) Range nine (9) of lots in said Atkinson, which lies south and east of the brook which crosses said lot near the northwest corner of said lot, and part of the premises conveyed to the Federal Land Bank of Springfield by Horace B. Salley, and conveyed by said Bank to Maurice A. Cole and Vera M. Cole by its deed dated September 18, 1941, recorded in the Piscataquis County Registry of Deeds, Book 269, Page 278, and conveyed by said Maurice A. Cole and Vera M. Cole to Orman P. Cole and Edna E. Cole by their deed dated September 24, 1941, and recorded in said Registry, Book 270, Page 486.

Being the same premises conveyed by Orman Chambers and Martin Chambers to Prentiss & Carlisle Company, Inc. and McCrillis Land Association by deed dated May 29, 1968, and recorded in the Piscataquis County Registry of Deeds in Book 376, Page 104. McCrillis Land Association conveyed its interest in the above-described property to McCrillis Timberland, Inc. by deed dated December 15, 1970, and recorded in said Registry in Book 394, Page 111.

SECOND TRACT (Atkinson: Part of Lyford Lot):

The following described real estate situated in the Town of Atkinson, bounded and described as follows:

North parts of Lots 4 and 5, Range 8, bounded north by Alder Stream and northeasterly by the road; Lot 6, Range 8; and Lot 8, Range 9.

Also all that part of Lots 5, 6, and 7, Range 9 which lies southerly and westerly of the following described line, bounded and described as follows:

Beginning on the north line of Range 9 in said Atkinson at a point eighty-nine (89) rods and five (5) links westerly from the west line of the North Bradford Road: thence running S 29° 30' E, one hundred ten (110) rods; thence east parallel with the north line of Range 9, twenty-eight (28) rods; thence S 29° 30' E to Alder Stream. Also conveying hereby a right of way from said Bradford Road to land hereby conveyed next northerly from Alder Stream one (1) rod wide.

Being a portion of the same premises conveyed by Walter G. Lyford and Minnie E. Lyford to Prentiss & Carlisle Company, Inc. and McCrillis Land Association by deed dated December 31, 1968, and recorded in the Piscataquis County Registry of Deeds in Book 379, Page 162. McCrillis Land Association conveyed its interest in the above-described property to McCrillis Timberland, Inc. by deed dated December 15, 1970, and recorded in said Registry in Book 394, Page 111.

For reference, see a plan entitled "Boundary Survey – A Portion of the Meadow Lot For -- Sweet Water Trust – On Alder Stream and Near Maple Road In – Atkinson, Piscataquis County, Maine" prepared by William E. Webber, Jr., dated December 1, 2009 and recorded in said Registry at Plan Book 2010, Plan 17.

THIRD TRACT (Orneville: Dead River Lot):

Certain lots or parcels of land with all the buildings and improvements thereon, situate in said Orneville, and being a portion of the premises conveyed to Dan F. Christie by Walter A. Hobbs by deed dated November 24, 1913, and recorded in the Piscataquis County Registry of Deeds in Book 182, Page 218, more particularly bounded and described as follows:

Seven or eight acres of land in lot numbered twenty-seven (27) bounded on the west by the former Henry Carr farm, so-called, in lot numbered twenty-two (22), and on all other sides by land in said lot numbered twenty-seven (27) now or formerly of Valentine Fabian.

The westerly part of lot numbered twenty-six (26), Bradley's Survey, being a part of the same deeded from Elijah Hamilton to William Hamlin, bounded and described as follows, to wit: Commencing at a poplar tree marked WH; thence northerly to a fence on the south line of land now or formerly of J. Stubbs, taking all the west part of said lot from said fence, being further described as follows: commencing at the southeast corner of Lot 23 according to Bradley Survey; thence northerly along the easterly bound of said Lot 23 and also being the westerly bound of Lot 26 according to said survey to an old post set in the ground; thence easterly along

the southerly bound of land now or formerly of J. Stubbs to a red painted post set in the ground; thence southerly to the northerly bound of Lot 27 according to said survey; thence westerly along the northerly bound of said Lot 27 to the point of beginning.

The westerly part of lot numbered twenty-seven (27), B. Survey in said Orneville, bounded and described as follows, to wit: Commencing at the intersection of the easterly bound of Lot 22, according to Bradley's Survey, and the northerly bound of the east and west county road; thence easterly along the northerly bound of said county road to an old cedar stake marked "WH"; thence northerly in part along a stone wall and a blazed line painted red to the southerly bound of Lot 26 of Bradley's Survey and the southeasterly corner of the lot described in the preceding paragraph where a poplar tree marked "WH" once stood; thence westerly along the southerly bound of said Lot 26 to the southeast corner of said Lot 23; thence southerly along the easterly bound of Lot 22 to the point of beginning.

EXCEPTING AND RESERVING from the foregoing, however, a parcel located in the southeast corner thereof with all the buildings and improvements thereon, bounded and described as follows, to wit: Beginning at a stake and stones at the corner of a wire fence on the end of a stone wall at the intersection of a gravel road and the east line of said lot; thence running northerly two hundred eighty-eight (288) feet, more or less, along said wire fence and stonewall to a stake and stones; thence running westerly seven hundred twenty (720) feet, more or less, along a stone wall and continuing same course through a field to a stake and stones in a stone wall; thence running southerly two hundred eighty-eight (288) feet, more or less, along said wall to a stake and stones on the northerly side of said gravel road; thence running easterly seven hundred nine (709) feet, more or less, along the northerly side of said road to the place of beginning. Said parcel herein excepted contains four and seven tenths (4.7) acres, more or less.

EXCEPTING also from the above parcels that part of said real estate conveyed to the late Valentine Fabian by deed of Ellen M. Warren dated May 24, 1883, and recorded in said Registry, Book 88, Page 123. Said excepted parcel is described in said deed as follows, to wit: "Commencing at a point twenty feet (20) westerly from where Valentine Fabian's shop now stands, and on the south side of the county road; thence running southerly at right angles to said road. forty (40) feet; thence easterly parallel to said road sixty (60) feet; thence northerly parallel to first ground to said road; thence westerly on line of said road to point begun at, containing two hundred forty (240) square feet."

All of lots numbered twenty-three (23) and twenty-four (24). Said lots are situated in the northwest corner of the township and are bounded on the west by the Atkinson-Orneville Town line and on the north by the Milo-Orneville Townline. Said premises contain two hundred (200) acres, more or less, and are the same conveyed to Royal H. Smith by deed of Ruth H. Pepperell dated April 27, 1945, and recorded in said Registry, Book 276, Page 3-19.

For reference, see a plan entitled "GPS Boundary Survey – Caron Lot For Northeast Wilderness Trust Corp., Milo, Maine" prepared by Ken Muir & Associates, dated July 3, 2012 and recorded in said Registry at Plan Book 2012, Plan 31.

The above-described Prentiss & Carlisle Co., Inc. Parcels being the same premises conveyed by Prentiss & Carlisle Company, Inc. and McCrillis Timberland, Inc., to Sweet Water Trust by a deed dated July 22, 1997 and recorded in said Registry at Book 1090, Page 196.

For reference, see a plan entitled "Boundary Survey – For -- Sweet Water Trust – Orneville, Piscataquis County, Maine" prepared by William E. Webber, Jr., of Webber Surveying, Inc., dated December 1, 2009 and recorded in said Registry at Plan File 2010, Plan 16.

Usher Parcels

Certain lots or parcels of land located in the Town of Atkinson, County of Piscataquis, State of Maine, more particularly bounded and described as follows:

First: All of that part of the north half of Lot 1 Range 1 in said Atkinson which lies southerly of the West Branch of the Dead Stream, so-called.

Second: The west thirty (30) acres of the south half of Lot 1 Range 1.

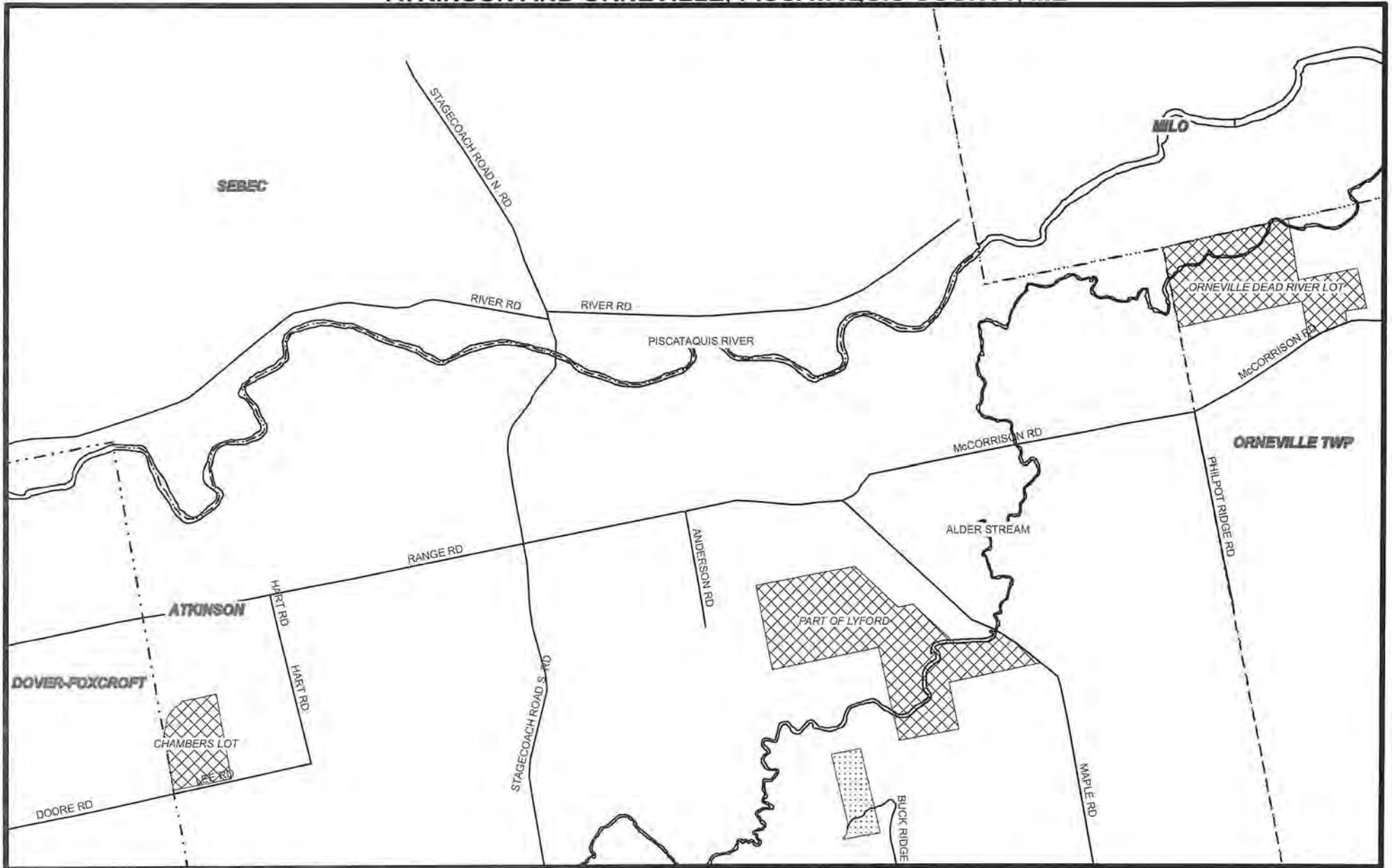
Third: All right, title, and interest Grantor may have in and to that portion of the south half of Lot 1 Range 1 lying easterly of the parcel described in Second above and lying south of said stream.

Said parcels also include, as appurtenant to the land hereinabove described a right of way at all times and for all purposes, along the Bangor Hydro Electric Company power line, near the westerly bound of the parcel conveyed by Richard L. Usher and Harry A. Usher to David E. Bessler by deed dated September 22, 1978 and recorded in Piscataquis County Registry of Deeds, Volume 478, Page 87 and near the westerly bound of the parcel conveyed by Richard L. Usher and Harry A. Usher to Gary R. Barrett by deed dated September 5, 1979, recorded in said Registry of Deeds, Volume 489, Page 72.







Said property is subject to that certain Pole Line Easement granted to Bangor Hydro-Electric Company by Robert A. Storer, dated November 5, 1963 and recorded in the Piscataquis County Registry of Deeds in Book 349, Page 474.

Being the same premises conveyed from Richard L. Usher and Harry A. Usher to Sweet Water Trust by deed dated February 5, 1999 and recorded in said Registry at Book 1178, Page 053.

EXHIBIT B-1 (NORTH)
SWEET WATER TRUST LANDS TO NORTHEAST WILDERNESS TRUST
ATKINSON AND ORNEVILLE, PISCATAQUIS COUNTY, ME



LEGEND

- | | | | |
|--|-------------------------|---|---------------------|
|  | P. & C. Co. INC. PARCEL |  | STREAMS |
|  | CARLE PARCEL |  | ROADS |
|  | RIVERS |  | TOWN BOUNDARY TOWNS |

Note: This map is not a survey and must not be relied on as one.
 The information contained on this map is intended to assist the parties in understanding the approximate location of the applicable parcels.

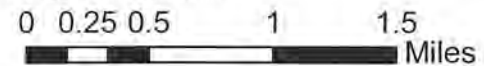
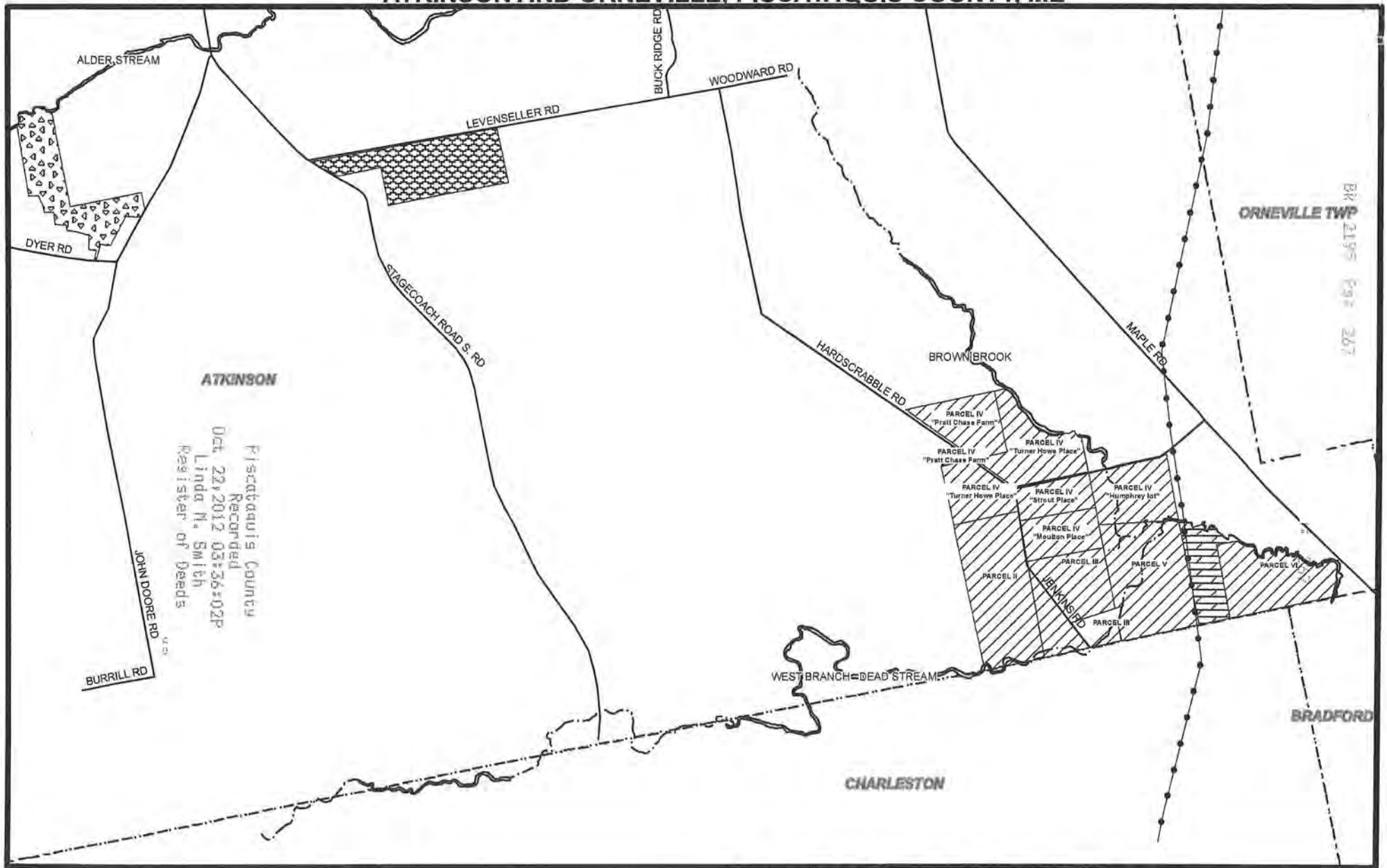











EXHIBIT B-2 (SOUTH)
SWEET WATER TRUST LANDS TO NORTHEAST WILDERNESS TRUST
ATKINSON AND ORNEVILLE, PISCATAQUIS COUNTY, ME



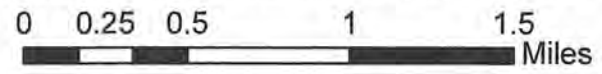
ATKINSON
 Piscataquis County
 Recorded
 Oct. 22, 2012 03:36:02P
 Linda M. Smith
 Register of Deeds

BR 2195 Page 267

LEGEND

- | | | |
|--|--|---|
|  J.K. LYFORD Sr. PARCELS |  STELMOK PARCEL |  ROADS |
|  GOODINE PARCEL |  RIVERS |  TOWN BOUNDARY TOWNS |
|  USHER PARCEL |  STREAMS |  80 FOOT WIDE BHE RIGHT OF WAY |

Note: This map is not a survey and must not be relied on as one.
 The information contained on this map is intended to assist the parties in understanding the approximate location of the applicable parcels.



CONSERVATION EASEMENT
Debsconeag Lakes Wilderness Area

This DEED OF CONSERVATION EASEMENT is made this 6th day of February, 2007.

THE NATURE CONSERVANCY OF THE PINE TREE STATE, INC., a Maine nonprofit corporation, with a mailing address at 14 Maine Street, Suite 401, Brunswick, Maine 04011 (hereinafter referred to as the "Grantor," which word is intended to include and bind, unless the context clearly indicates otherwise, the above named Grantor, its successors and assigns) and

FOREST SOCIETY OF MAINE, a non-profit corporation organized and existing under the laws of the State of Maine, and qualified to hold conservation easements pursuant to Title 33 M.R.S.A. Sections 476, et seq., as amended, with a mailing address of 115 Franklin Street - 3rd floor, Bangor, Maine 04401 (hereinafter referred to as the "Holder," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns).

WHEREAS, the Grantor is the owner in fee simple of certain real property, hereinafter called the "Protected Property", which has ecological, scientific, educational, and aesthetic value in its present state as a natural area which property is located in T1/R10 WELS, T2/R10 WELS, T2/R9 WELS, T2/R11 WELS, T3/R11, Piscataquis County, Maine described on Exhibit A

EXCLUDING AND RESERVING the lots or parcels of land referenced as leased lots or leased areas in Exhibit A, two Appalachian Trail Deeds of Conservation Easements dated January 8, 1986 and recorded in the Piscataquis County Registry of Deeds, Book 595, Page 209, and dated August 31, 1990 and recorded in the Piscataquis County Registry of Deeds, Book 0782, Pages 149 - 169, and the Penobscot River Deed of Conservation Easement dated August 14, 1981 and recorded in the Piscataquis County Registry of Deeds, Book 518, Pages 251 - 258 as referenced in Exhibit A.

WHEREAS, the Protected Property consists of approximately 36,195 acres which have been and continue to be managed as an ecological reserve for the long-term protection of the native plant and animal life and other natural resources found therein;

WHEREAS, the Protected Property is a predominately forested land area of significant breadth and diversity, with outstanding natural resources, including sizeable forests of high quality, productive soils, diverse wildlife and plant habitat, extensive bogs, wetlands, rivers, streams, lakes, remote ponds, and other water bodies, and unique natural features, and qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 U.S.C. § 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder;

WHEREAS, the Protected Property has one of the highest densities of remote ponds in the State of Maine;

- Buchman & Winchell
PO Box 1401
Bangor 04402-1401

WHEREAS, the conservation values of the Protected Property are recorded in the Easement Baseline Documentation Report to be prepared by the Holder, signed and acknowledged by the Grantor, which documentation is to be incorporated by reference, and the original of which will be on file at the offices of the Holder, consisting of descriptions, maps, and other documentation that the parties agree represent, collectively, an accurate representation of the Protected Property at the time of this Conservation Easement as reasonably known by them, and is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of this Conservation Easement;

WHEREAS, the conservation of the Protected Property through the protection of significant recreational, wildlife and ecological areas and the conservation values will significantly add to the protected and conserved lands in the state of Maine;

WHEREAS, the preservation of the Protected Property is for the scenic and recreational enjoyment by the general public and will yield a significant public benefit, specifically by providing backcountry recreational opportunities and scenic enjoyment to the citizens of the state of Maine;

WHEREAS, the Protected Property abuts the Maine Department of Conservation's Nahmankanta Ecological Reserve;

WHEREAS, it is the Grantor's intent that, through this Conservation Easement, further development of the Protected Property shall be limited;

WHEREAS, the State of Maine has authorized the creation of conservation easements pursuant to Maine Revised Statutes Annotated, Title 33, Section 476-480, and Grantor and Holder wish to avail themselves of the provisions of that law;

WHEREAS, the generosity of the Sweet Water Trust, a charitable trust as described in Section 501 (c) (3) of the U.S. Internal Revenue Code, made the grant of this Conservation Easement possible.

NOW, THEREFORE, in consideration of the foregoing recitals and following purposes and for the benefit of the general public, the Grantor and the Holder have established this Conservation Easement on, over and across the Protected Property, consisting of the following terms, covenants, restrictions and affirmative rights granted to the Holder, which shall run with and bind the Protected Property in perpetuity, as follows:

1. PURPOSE. This Conservation Easement has been granted to forever conserve the Protected Property for the following conservation purposes (collectively "Purpose"):
 - 1.1. To protect biodiversity and to protect rare and endangered species habitat, rare and exemplary natural communities and other significant fish and wildlife values and allow natural ecological processes to proceed with

minimal interference or manipulation from human activity by managing the Protected Property consistent with the allowed uses for Ecological Reserves as defined on the date of this Conservation Easement in Maine Revised Statutes Annotated, Title 12, Chapter 220, Section 1805 (1).

- 1.2. To protect remote ponds and shoreline habitat to conserve water quality, wetlands and riparian values and to safeguard the wilderness values of the Protected Property;
 - 1.3. To serve as a site for ongoing scientific research, long-term environmental monitoring, and education, and to allow for backcountry recreational opportunities as defined in paragraph 3.1 below that do not adversely impact the ecological values of the Protected Property.
2. GRANTOR'S RIGHT, TITLE AND INTEREST IN THE PROTECTED PROPERTY. The Grantor reserves all right, title and interest in and to the Protected Property, other than those specific rights granted to the Holder, including those reserved rights specifically described in this Conservation Easement.
3. PERMITTED USES OF THE PROTECTED PROPERTY.
- 3.1 Public Recreational Use. It is the intent of the Grantor to allow public use of the Protected Property for recreational activities, including but not limited to the following: hiking, cross-country skiing, hunting, fishing, camping, and snowmobiling, insofar as such activities are consistent with the purposes of this Conservation Easement. Notwithstanding the foregoing, nothing contained herein should be construed as granting the general public a right of access to all or any portion of the Protected Property for any purpose whatsoever or to obligate the Grantor at any time to provide such access. The Grantor reserves the right to establish rules and to manage recreational activities on the Protected Property, and it is the responsibility of the Grantor, not the Holder, to manage recreational activities on the Property and ensure conformity with the terms of the easement. The Grantor will address recreational use of the Protected Property and the management of those activities within a management plan for the property. Nothing herein shall prohibit or limit the Grantor from charging commercial or private recreational use fees to recover costs associated with managing the property.
 - 3.2 Snowmobiling. Snowmobiling may be allowed as shown on the Baseline Maps kept at the offices of the Grantor and Holder, except that Grantor at its sole discretion reserves the right to close or relocate snowmobile trails to locations of less ecological impact on the Protected Property. Other than the relocation of snowmobile trails permitted in this section, no new snowmobile trails will be allowed.

- 3.3 Construction and Maintenance of Trails, Minor Recreational Structures and Campsites. Construction and maintenance of pedestrian trails are permitted provided that the impact on protected natural resource values is minimal and such trails are consistent with the purpose of this Conservation Easement. Minor structures associated with permitted recreational uses include, but not limited to, trail improvements such as markers, signs, steps, rails, bog bridges, water bars, gates and other barriers to prevent unauthorized access by motor vehicles are permitted. There shall be no more than 20 primitive campsites on the Protected Property, but the Grantor reserves the right to relocate existing campsites to protect the conservation values of the Protected Property or to better meet the recreational needs on the Protected Property. Structures associated with primitive campsites are limited to privy, fire ring, tent pad, 3 sided shelter, and picnic table as provided for in the management plan and shall be limited to locations where impact on protected natural resource values is minimal. Construction, maintenance, and proper management of privies and similar low impact facilities to ensure the safe disposal of human waste are permitted.
- 3.4 Scientific Research. Non-manipulative scientific research, including archeological research may be conducted on the Protected Property including the placement of temporary or permanent plot markers and ancillary research equipment provided that they do not have an adverse impact on the natural resources of the Protected Property.
- 3.5 Commercial Recreational Uses. Traditional backcountry recreational uses by commercial guides, by customers of commercial sporting camps, and by non-profit camping and educational and scientific institutions are allowed insofar as such activities are not inconsistent with the purposes of this Conservation Easement and provided they adhere to Grantor's commercial use policy and provided that Grantor shall not grant exclusive use of the Protected Property to any person or entity for such recreational purposes.
- 3.6 Use of Existing Roads. Operation of motorized vehicles (with the exception of all terrain vehicles "ATVs") on existing roads as identified on the Baseline Maps kept at the offices of the Grantor and the Holder is permitted subject to restrictions by Grantor.
- 3.7 Vegetation Management. The limited removal of trees and vegetation associated with permitted uses such as the construction and maintenance of trails and campsites, for the safety of the public, and for the management of invasive species control is permitted. Specifically the grantor retains the right to maintain but not expand the existing vistas around the Pitman cabins as shown on the Baseline Maps kept at the offices of the Grantor and Holder. In addition, Grantor shall have the right to remove and replant trees and vegetation solely for the purpose of

protecting species, restoring damaged habitat, and controlling the spread of diseases or blights.

- 3.8 Natural Community and Rare Species Conservation. Management of the Protected Property should allow for natural ecological processes to proceed with minimal interference or manipulation, except where active management is necessary to replicate natural processes that maintain the natural communities protected by this Conservation Easement and the rare species associated with them.
- 3.9 No Required Uses. No uses which are permitted in this Conservation Easement shall be deemed as required uses of the property by the Holder or any other party.

4. RESTRICTED USES OF THE PROTECTED PROPERTY. Other than the permitted uses described in section 3 above, there shall be no residential, commercial, agricultural, farming, ranching, forest management, timber extraction or industrial uses of the Protected Property, specifically:

- 4.1 Extinguishment of Development or Mitigation Rights. All rights to develop or use the Protected Property that are prohibited by or inconsistent with this Conservation Easement are extinguished, and cannot be used to transfer development rights to other land, or to permit increased development or natural resource use or removal on other land, or to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation on land not subject to this Conservation Easement.
- 4.2 The use of All Terrain Vehicles (ATVs), motorcycles, or any other motorized vehicle is prohibited within the easement area except for licensed over the road vehicles on designated roads or snowmobiles on designate trails.
- 4.3 Subdivision. The Protected Property shall remain in its current configuration without subdivision, partition, or other division into parcels or lots that results in the transfer or conveyance by deed, lease or contract of any portion of the Protected Property into separate ownership or control from the remainder of the Protected Property, except as follows (each a "Permitted Division"):
- 4.3.1 Conveyances to Resolve Boundary Disputes. The Grantor may convey portions of the Protected Property to abutters to the extent necessary to resolve bona fide boundary disputes, provided that the total acreage of land protected under this Conservation Easement shall not be materially reduced by such a conveyance unless required by a court order; and

4.3.2 Conveyances to Conservation Organizations and Agencies. The Grantor may subdivide to transfer any portion of the Protected Property to the State of Maine, or another entity that meets the requirements set forth in Paragraph 11, for permanent conservation ownership by such a qualified entity, subject to the terms of this Conservation Easement.

4.3.3 Creations of Separate Parcels. Create separate parcels, including road corridors, or portions of the property which may be subject to private retained rights, provided that all lots so created remain in the ownership of the Grantor or not-for-profit entities controlled by Grantor.

4.4 Structures, Improvements and Utilities. As of the date of this Conservation Easement, there are no structures on the Protected Property except for those existing structures documented in the Baseline Documentation, which existing structures may be maintained and replaced with substantially similar structures in substantially the same locations, or as otherwise permitted hereinafter. No additional structures of any kind, temporary or permanent, may be located on the Protected Property, except that the Grantor reserves the following rights:

4.4.1 Minor Structures. The Grantor reserves the right to install minor, small scale structures to enhance the opportunity for traditional non-intensive outdoor recreation by the general public, and as necessary for the management of such recreation not detrimental to the conservation values of the Protected Property, including but not limited to trail markers; small unlighted informational and interpretive signs; boundary markers; trail improvements such as steps, bog bridges, water bars, footbridges, platforms, and railings; wells and springs for fresh water supply, canoe platforms, outhauls, registration boxes; wildlife observation stations; study markers and grids; gates, barriers or low fences to control unauthorized use, prevent access by motor vehicles, or protect fragile areas and areas under active management or study; provided that all such structures are consistent with the purposes of this Conservation Easement.

4.4.2 Construction of a Recreational/Educational Visitor Facility. The Grantor reserves the right to construct one (1) building for recreational and educational purposes having a footprint of less than twelve hundred (1,200) square feet plus a footprint for a composting toilet and other minor amenities (for instance, picnic table or fire pit) located within the zone depicted on the Baseline Maps kept at the offices of the Grantor and Holder so long as it is consistent with the recreational and educational vision of the entire property and the purpose of this Conservation Easement. Grantor shall have the right to run utility lines, to construct a driveway and parking areas, to dig a well and lay waterpipes.

4.4.3 Return of Site to Natural Condition. When improvements are no longer in use, and the lack of use results in a danger to human health or the

environment, or conflicts with the purpose, then the unused improvements shall be removed at the Grantor's cost and expense, and the site shall be allowed to return to a natural condition.

4.4.4 Surface Alterations. As of the date of this document, there are no surface alterations on the Protected Property except for unpaved trails, skid trails, paved and unpaved woods roads and timber landing areas, fresh water wells, erosion control systems, roads and parking areas, gravel pits, and alterations associated with existing structures (collectively "Surface Alterations"), as shown in the baseline document to be prepared. No additional filling, dumping, excavation new roads created, or other alteration may be made to the surface or subsurface of the Protected Property or to its surface or ground waters, or wetlands; except that the Grantor reserves the following rights, provided that in every case the disturbed surrounding area must be restored as soon as reasonably possible to a state consistent with the conservation values to be protected by this Conservation Easement.

4.4.4.1 The Grantor reserves the right to maintain existing surface alterations, and the right to alter the surface of the Protected Property to the minimum extent necessary to exercise the rights reserved in this Conservation Easement.

4.4.4.2 The Grantor reserves the right to limited use of gravel as needed to maintain roads on the Conservation Easement property only from one (1) designated existing gravel pit on the property along the Hurd Pond Road as shown on the baseline documentation provided that the gravel pit may not be expanded nor increased in depth in a way that adversely influences local hydrology or any of the other conservation purposes of this Conservation Easement.

4.4.4.3 The Grantor reserves the right to establish and maintain a driveway and utility lines as needed to support the development of a recreational / educational visitor facility as identified in Paragraph 4.4.2 subject to any state and local permits and compliance with Best Management Practices.

4.4.4.4 The Grantor reserves the right to close, restore or re-locate roads to further the purposes of this Conservation Easement and for stewardship and management purposes. The Grantor further retains the right to reopen or create temporary access to sites required for management purposes such as the repair of Rainbow Dam or similar projects. The Grantor may also allow the relocation, improvement, and use of roads as legally required by the retained rights of any third party.

4.5 Excavation of Minerals, Geothermal Resources and Hydrocarbon. There shall be no exploration for, or development and extraction of, geothermal resources, minerals, hydrocarbon or any other deposits by any surface or sub-surface mining or any other method on the Protected Property.

4.6 Waste; Hazardous Substance. There shall be no placing, filling, storing or dumping on the Protected Property by the Grantor of rubbish, garbage, debris, waste materials, landfill, or any hazardous substance, except as follows:

4.6.1 Storage and Septic Tanks, Subsurface Wastewater Disposal Systems. The Grantor may maintain, repair and replace existing oil and gas tanks, septic tanks and subsurface wastewater disposal systems, and may install, maintain, replace and repair new storage tanks, septic tanks and subsurface wastewater disposal systems in connection to the Permitted uses described in Paragraph 4.4.2.

4.6.2 Use of Hazardous Materials. The Grantor may use and transport (but not store) in appropriate containers, designed and maintained to avoid spillage or other contamination of the surrounding environment, hazardous substances generated or used in connection with permitted management activities (including, oil, gasoline, pesticides and other chemicals) and upon cessation of the use of such materials, shall remove such material from the Protected Property as soon as reasonably possible.

4.6.3 Storage and Removal of Rubbish, Garbage, Debris, and Waste Materials. The Grantor shall collect and store in appropriate containers rubbish, garbage, debris, and waste materials generated in connection with management activities and shall remove such material from the Protected Property at reasonable intervals, which will be no less frequently than annually. The Grantor shall establish policies to provide for the removal of rubbish, garbage, debris and waste materials resulting from permitted activities, including recreational activities by the public.

5. RIGHTS AND OBLIGATIONS OF THE HOLDER FOR MONITORING AND ENFORCEMENT PURPOSES. To accomplish the purpose, the following rights and easements are granted to and obligations imposed upon the Holder:

5.1. Affirmative Rights and Obligations of the Holder related to Monitoring, Enforcement and Administration. The Holder shall have the right to

assure compliance with the terms of this Conservation Easement. In connection with such right, the Holder shall have the right to enter the Protected Property at any reasonable time and in any reasonable manner, subject to the requirement of this paragraph, for the purposes of inspection, monitoring, enforcement and remedying any violations of this Conservation Easement.

- 5.1.1. Reports and Records. The Holder shall keep on file and provide to the Grantor reports made in connection with the Holder's inspections of the Protected Property in order to monitor compliance with the terms of this Conservation Easement. The Holder shall also keep on file all documents pertinent to the interpretation and enforcement of this Conservation Easement.
- 5.1.2. Access by Roads. Vehicular access shall only be over open roads (i.e., those roads that the Grantor has not abandoned or ceased to use for the Grantor's management of the Protected Property). If the Grantor has gated roads, but utilizes the roads beyond the gates, the Grantor shall provide the Holder with vehicular access through the gates and on and across such roads. The Grantor may at its sole discretion close or abandon roads, after which closure or abandonment vehicular access over the closed or abandoned road shall cease.
- 5.1.3. Reasonable Rules and Regulations. The Grantor may establish reasonable rules and regulations regarding use of roads and gates on the Protected Property that are normal and customary in its operation of Protected Property and the Holder shall comply with all such policies. Further, the Holder shall not use roads in a manner that could reasonably be anticipated to result in damage, reasonable wear and tear excepted.
- 5.1.4. No Obligation to Create or Maintain Access. The Grantor is under no obligation to create or maintain vehicular access for the Holder or any other entity or individual. Further, the Holder's rights of access do not include any rights of construction or maintenance related to vehicular access or any other affirmative right to undertake site alteration or to place access-related structures or improvements on the Protected Property or on any other lands of the Grantor.
- 5.1.5. No Separate Assignment. The Holder's access rights are not assignable except in connection with the permitted assignment by the Holder of this Conservation Easement.

6. NOTICE OF PROPOSED ACTIVITIES.

- 6.1. Purpose of Provision; Notice by the Grantor. If the Grantor has a question as to whether an activity is consistent with this Conservation Easement, the Grantor shall notify the Holder no less than thirty (30) days before the proposed activity is to begin, describing the proposed activity in sufficient detail to permit the Holder to determine whether the proposed activity is consistent with this Conservation Easement.
- 6.2. The Holder's Response. The Holder shall respond within thirty (30) business days after the receipt of the Grantor's written request. In the event the Holder fails to respond to the Grantor's written request within thirty (30) business days, such request shall be deemed approved. The consent of the Holder obtained in one circumstance shall not be deemed or construed to be a waiver by the Holder for any subsequent activities by the Grantor under this paragraph.
- 6.3. Mediation. If the parties disagree as to the consistency of any proposed use or activity with this Conservation Easement and the parties are unable to resolve such disagreement, and the party seeking consent agrees not to proceed with, or shall discontinue, the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. Within ten (10) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. Mediation shall then proceed in accordance with the following guidelines:
 - 6.3.1. Purpose. The purpose of the mediation is to: promote discussion between the parties; assist the parties to develop and exchange pertinent information concerning the issues in dispute; and assist the parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any amendment of the terms, conditions or restrictions of this Conservation Easement.
 - 6.3.2. Participation. The mediator may meet with the parties and their counsel together or separately. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of both parties with settlement authority will attend mediation sessions as requested by the mediator.
 - 6.3.3. Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No

statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

6.3.4. Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

6.3.5. Costs. The costs of the mediator shall be borne equally by the Grantor and the Holder; the parties shall bear their own expenses, including attorney's fees.

7. THE HOLDER'S REMEDIES.

- 7.1. Notice of Violation; Corrective Action. If the Holder becomes aware of a violation of this Conservation Easement, the Holder shall notify the Grantor of such violation and request that the Grantor cure the violation, and, if the violation involves damage to the Protected Property resulting from any use or activity that the Holder determines, in its reasonable judgment, to be inconsistent with the purpose, that the Grantor restore, to the extent practicable, the portion of the Protected Property so damaged to a condition substantially similar to that which existed prior to the violation.
- 7.2. Injunctive Relief. If the Grantor does not cure the violation within thirty (30) days after receipt of notice thereof from the Holder, or under circumstances where the violation cannot reasonably be cured within said period, does not begin curing such violation within said period, and/or does not continue diligently to cure such violation until finally cured, the Holder may, after fifteen (15) days notice to the Grantor, bring an action at law or in equity in court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Protected Property to the condition substantially similar to that which existed prior to injury to the extent such restoration is practicable.
- 7.3. Damages. In the event of a judicial determination that the Grantor has violated this Conservation Easement, the Holder will be entitled to recover reasonable damages for violation of the terms of this Conservation Easement, including reasonable attorneys' fees and expenses.
- 7.4. Emergency Enforcement. If the Holder, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected

Property resulting from an alleged violation of the terms of this Conservation Easement, the Holder may, with prior notice to the Grantor, enter upon the Protected Property for the purpose of assessing damage or threat to the conservation values thereon resulting from a violation of the terms of this Conservation Easement and determining the nature of curative or mitigation actions that should be taken; and pursue its remedies under this Section with at least twenty-four (24) hours' prior notice to the Grantor, but without waiting for the cure or notice period provided under this Section to expire.

- 7.5. Costs of Enforcement. In the event that an event or circumstance of intentional noncompliance with the Conservation Easement is corrected through negotiation and voluntary compliance, the party who was not complying shall reimburse the other party for all reasonable costs incurred in investigating the non-compliance and securing its correction. In the event that a dispute is resolved through judicial enforcement, the prevailing party shall be entitled to an award of its reasonable costs, including attorneys' fees and any other payments ordered by such decision-maker. In all other circumstances, each party shall bear its own costs of dispute resolution.
- 7.6. The Holder's Discretion. Enforcement of the terms of this Conservation Easement shall be at the discretion of the Holder, and any forbearance by the Holder to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by the Grantor shall not be deemed or construed to be a waiver by the Holder of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the Holder's rights under this Conservation Easement. No delay or omission by the Holder in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.
- 7.7. Acts Beyond the Grantor's Control. The Grantor shall be responsible for, and the Holder shall have the right to enforce the terms of this Conservation Easement against the Grantor with respect to violations of the terms of this Conservation Easement caused by the Grantor, its successors or assigns, or their respective officers, directors, trustees, members, employees, contractors and agents or by any person or entity who enters or occupies the Protected Property with the express written permission of the Grantor or pursuant to a contractual relationship with the Grantor, such as a tenant of a leased lot. Notwithstanding any provision of this Conservation Easement to the contrary, the Grantor shall not be responsible or liable for any remediation, restoration, damages, cost and/or expenses in any way caused by third parties (except those described in the preceding sentence) or the public, except as required by state or federal laws or regulations. Nothing contained in this Conservation Easement

shall be construed to entitle the Holder to bring any action against the Grantor for any injury to or change in the Protected Property resulting from causes beyond the Grantor's control, including, government action, fire, flood, storm, changes in climatic condition, catastrophic insect infestation, disease, acid rain or other airborne pollutants introduced into the atmosphere by third parties, naturally occurring earth movement and other similar natural events, or from any prudent action taken by the Grantor under what the Grantor reasonably and in good faith perceives to be emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. The terms of this paragraph shall not be construed to supersede the provisions of this Conservation Easement concerning extinguishment or condemnation of the Conservation Easement. Nothing contained in this Conservation Easement shall be construed to entitle the Holder to bring any action against the Grantor for any injury to or change in the Protected Property or any injury to any person or property resulting from the actions of the Holder or resulting from the actions of any person whose presence on the Protected Property arises out of the exercise of the Holder's affirmative rights.

8. OTHER RIGHTS NOT IMPAIRED OR ENLARGED.

- 8.1. No Other Enforcement Rights. This Conservation Easement shall not be construed to entitle any person or entity other than the Holder or its duly authorized agents, to enforce any of the terms or conditions of this Conservation Easement against the Grantor, except in connection with the permitted assignment by the Holder of this Conservation Easement or as permitted in section 13.
- 8.2. No Additional Assumption of Responsibility. Nothing in this Conservation Easement shall be interpreted as an assumption of responsibility by, or basis for liability on the part of, the Grantor for any injury to person or damage to property or loss of life that may be sustained by any person while on the Protected Property pursuant to the Conservation Easements granted hereunder to the Holder or sustained by any such person as a result of any entry on or use of the Protected Property by any persons other than the Grantor, its agents, employees, contractors, licensees and invitees. The Grantor specifically retains all the protections provided under Maine law to owners of land, including, the protections contained in 14 M.R.S.A. § 159-A.
- 8.3. Private Action. Actions taken by the Grantor on the Protected Property after the date of this Conservation Easement shall continue to be treated as private action and not public action (in other words, not the action of the federal, state, or local government) for the purposes of laws and regulations governing public lands, including, the Endangered Species

Act, 16 U.S.C.A. §§ 1531, et seq., and the National Environmental Policy Act, 42 U.S.C.A. §§ 4321, et seq. In the event that any interests acquired by the Holder are subject to compliance with any law or regulation, said compliance shall not limit, delay, or otherwise interfere with the rights of the Grantor as set forth in this Conservation Easement.

- 8.4. No Enlargement or Extension of the Holder's Rights. No right granted to the Holder and no right or restriction enforceable by the Holder arising under this Conservation Easement shall be enlarged, extended, or otherwise altered in any manner adverse to the right, title and interest of the Grantor through prescription, adverse use, waiver, laches or any failure of the Grantor to enforce its rights.
- 8.5. Rights against Third Parties. Nothing contained in this Conservation Easement shall be construed to preclude the Grantor's and the Holder's rights to recover damages from any third party for trespass or other violation of their respective rights in this Conservation Easement and the Protected Property. The parties agree to cooperate with and to join in such actions as are necessary to prevent the unlawful use of the Protected Property by third parties, including, taking legal action against third parties who trespass.
- 8.6. Additional Conservation Actions. Nothing contained in this Conservation Easement shall be construed either to limit the Grantor's rights to take additional conservation actions, such as further restrictions on the use of all or a portion of the Protected Property in order to protect the resources and conservation values of the Protected Property.
- 8.7. Taxes. Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and avoid the imposition of any liens that may impact the Holder's rights hereunder. Grantor shall keep the Protected Property free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to or obligations incurred by Grantor.
9. **CONDEMNATION.** If all or any part of the Protected Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Holder shall act jointly to recover compensation. All expenses reasonably incurred by Grantor and Holder in connection with the taking or in lieu purchase shall be paid out of the amount recovered. All awards shall be used by Grantor in a manner consistent with Grantor's conservation purposes. If only a portion of the Protected Property is subject to such exercise of the power of eminent domain, this

Conservation Easement shall remain in effect as to all other portions of the Protected Property.

10. AMENDMENT. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Holder may amend this Conservation Easement, provided that no amendment shall be allowed that will affect the qualification of this Conservation Easement or the status of Grantor or Holder under any applicable laws, including the Maine Uniform Conservation Easement Act, or § 170(h) of the Internal Revenue Code, and any amendment shall be consistent with the Purpose. Any such amendment shall be in writing, shall refer to this Conservation Easement by reference to its recording date, shall be signed by Grantor and Holder and shall be recorded in the Registry of Deeds of Piscataquis County, Maine.
11. ASSIGNMENT. This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation purposes of this grant. Grantor shall have the right to ninety (90) days notice of any such proposed assignment and the right of approval of any such assignment, which approval shall not unreasonably be withheld, except, the Grantor agrees that assignment of this easement to the State of Maine, Department of Conservation Bureau of Parks and Lands or its successor agencies shall not require the prior approval of the Grantor. As part of the grant of this Conservation Easement, the Grantor has transferred \$175,000 to the Holder for the sole purpose of supporting the Holder's stewardship oversight program that ensures that the terms of this Conservation Easement are met. The principal amount (\$175,000) is not intended to be expended to support the stewardship program. Its purpose is to provide earnings to be used for that purpose. In the event the Holder assigns this Conservation Easement to a third party, the Holder shall transfer \$175,000 to such third party to similarly support ongoing stewardship oversight of the easement. An amount less than \$175,000 may be transferred with approval of Grantor.
12. SUBSEQUENT TRANSFERS. Except as specifically provided in Section 4, nothing in this Conservation Easement shall be construed to prevent Grantor from selling or otherwise conveying or transferring the Protected Property or any in common and undivided interest in the Protected Property to a third party, subject to the terms of this Conservation Easement. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Protected Property, including, a security or leasehold interest. Grantor agrees to give written notice to Holder of the transfer of any interest in the Protected Property ninety (90) days prior to the date of such transfer. Grantor shall provide Holder documentation recorded at any registry of deeds upon completion of such

transfer. The failure of Grantor to perform any act required by this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

13. **THIRD PARTY ENFORCEMENT.** In the event the Holder is unable or unwilling to enforce the terms of this Conservation Easement, the Sweet Water Trust, or its agents or representatives shall have the right to enforce the terms of the Conservation Easement. Prior to the Sweet Water Trust taking such action, it shall work in good faith with the Holder to jointly find resolution to any differences of opinion on infractions or remedies.
14. **MERGER.** The Grantor and Holder agree that the terms of this Conservation Easement shall survive any merger of the fee and conservation easement interest in the Protected Property. In the event of a conveyance of the fee interest to the Holder, the Grantor, The Nature Conservancy, shall have the right to enforce the terms of the Conservation Easement.
15. **NOTICES.** All notices under this Conservation Easement shall be effective upon receipt or refusal if in writing and delivered by hand or sent by mail, postage prepaid, certified or registered mail, return receipt requested, or overnight delivery service providing proof of receipt, addressed as follows:

To Grantor: The Nature Conservancy, Maine Chapter
c/o Executive Director
14 Maine Street, Suite 401
Brunswick, ME 04011-2026

Copy to: The Nature Conservancy
11 Avenue de Lafayette, 5th Floor
Boston, MA 02111-1736
Attention: Legal Counsel

Holder: Forest Society of Maine
115 Franklin Street – 3rd floor
Bangor, Maine 04401
16. **RECORDING.** Original counterparts of this Conservation Easement shall be recorded by Holder at its expense in the Registries of Deeds, Piscataquis County, Maine. Holder may re-record this Conservation Easement at Holder's expense at any time as may be required to preserve its rights in this Conservation Easement.
17. **GENERAL PROVISIONS.**
 - 17.1. Controlling Law; Compliance with Laws. This Conservation Easement shall be governed by Maine laws. The parties shall conduct all activities contemplated by this Conservation Easement in accordance with applicable laws and regulations.

- 17.2. Including; Any. As used in this Conservation Easement, the words "include" or "including" means "including without limitation, "and "any" means "any and all."
- 17.3. Discretionary Consents. Unless a consent required under this Conservation Easement is to be made by Holder in its sole discretion, any required consent shall be granted only upon a determination by Holder, in its reasonable judgment, that the action will not be inconsistent with the purposes of this Conservation Easement. Nothing in this Conservation Easement may be construed to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government agency having jurisdiction over the Protected Property, nor to prohibit the imposition of further land use restrictions by agreement of the parties or by operation of law, provided, however, that any activity already in practice on the Protected Property at the time of any such future laws and regulations shall have all rights to continue to the extent that the concept of 'grandfathering' under any applicable law would allow the continuation of any such activity.
- 17.4. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the liberal construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose and the policy of 33 M.R.S.A. §§ 476 and 479-B inclusive, as amended. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the purpose that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 17.5. Severability. If any provision of this Conservation Easement, or its application to any person or circumstance, is found to be invalid, the remainder, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby so long as the purposes of this Conservation Easement can still be carried out/
- 17.6. Entire Agreement. This Conservation Easement contains the entire agreement of the parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged in this Conservation Easement. This Conservation Easement may not be amended except as provided in Section 10.
- 17.7. No Forfeiture. Nothing contained herein is intended to result in a forfeiture or reversion of Grantor's fee title in any respect.

- 17.8. Successors. This Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.
- 17.9. Captions. Captions used in this Conservation Easement are solely for convenience of reference and shall have not been used for construction or interpretation.
- 17.10. Counterparts. Each party may execute this Conservation Easement in counterparts, and each counterpart shall be deemed an original instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 17.11. Construction. In all matters of interpretation, whenever necessary to give effect to any clause of this agreement, the neuter, masculine and feminine include each other, and the singular includes the plural, and the plural includes the singular.

This Conservation Easement is granted to Holder subject to all rights and reservations of record.

6th IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of February, 2007.

THE NATURE CONSERVANCY
OF THE PINE TREE STATE, INC.

Joanne T. Hollenbeck
Witness

By: Michael Tetreault
Its: Executive Director

State of Maine

ss: Michael Tetreault

Feb 6th, 2007

Personally appeared before me and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of The Nature Conservancy of the Pine Tree State, Inc.

Before me,

Joanne T. Hollenbeck

Notary Public

Printed Name: Joanne T. Hollenbeck

My Commission Expires:

Joanne T. Hollenbeck, Notary Public
State of Maine

My Commission Expires 10/13/2012

Forest Society of Maine

[Signature]
Witness

By: [Signature]
Its: Executive Director

State of Maine

SS: Alan Hutchinson

Feb 11th, 2007

Alan Hutchinson personally appeared before me and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of The Forest Society of Maine

Before me,

[Signature]

Notary Public

Printed Name: Michele G. Metzler

My Commission Expires:

N.P.
SEE



**LEGAL DESCRIPTION
36,195 ACRE PARCEL
SOUTHERLY OF THE WEST BRANCH
OF THE PENOBSCOT RIVER**

A certain lot or parcel of land located in the following townships: Township 3, Range 11, Township 2, Range 11, Township 2, Range 10, Township 1, Range 10 and Township 2, Range 9, County of Piscataquis, State of Maine and being more particularly described as follows:

Beginning at a point of the southerly sideline of the Golden Road, so called, said point is further described as being S 1° 58' W, more or less, a distance of 17.9 feet from a wood post found on the southerly side of the said Golden Road, said wood post is further described as being on the line between Township 3, Range 12 and Township 3, Range 11, said point of beginning is also described as being located at coordinates N: 807,197.8 feet, E: 807,496.3 feet of the Maine State Plane Coordinate System, East Zone, said coordinate system is based on the North American Datum of 1983 (NAD 83);

Thence S 1° 58' W, more or less, by and along the common line between Township 3, Range 12 and Township 3, Range 11 as evidenced by a blazed line painted yellow, a distance of 10,172 feet, more or less, to a wood post found at the common corner of Township 3, Range 12, Township 3, Range 11, Township 2, Range 12 and Township 2, Range 11;

Thence S 3° 43' W, more or less, by and along the common line between Township 2, Range 12 and Township 2, Range 11 as evidenced by a blazed line painted yellow, a distance of 20,091 feet, more or less, to a wood post found on said line, said post defines the northwesterly corner of land of the State of Maine as described in a deed recorded at the Piscataquis Registry of Deeds in Book 787, Page 238;

Thence running in and easterly direction by and along the northerly line of land of the State of Maine as described in Book 787, Page 238, a distance of 7,854 feet, more or less, to a point of the northerly bank of the most southerly Murphy Pond, so called;

Thence running in a general easterly direction by and along the northerly line of land of the said State of Maine, which line is described as the northerly bank of said Murphy Pond, so called, a distance of 550 feet, more or less, to the thread of the outlet to said pond;

Thence running in an easterly and southerly direction by and along the northerly line of the land of the State of Maine, which line is described as the thread of the outlet stream from said Murphy Pond, a distance of 1,580 feet, more or less, to a point defined by the intersection of thread of said outlet stream with the thread of Stratton Brook, so called;

Thence running in a general northeasterly direction and then a general southeasterly direction by and along the northerly line of land of the State of Maine, which line is described as being the thread of said Stratton Brook, a distance of 18,450 feet, more or less, to a point defined by the intersection of the thread of said Stratton Brook with the northerly line of Lot No. 29 as depicted

on a Lotting Plan of Township 2, Range 11 (W.E.L.S), said plan being recorded in the records of the Piscataquis Registry of Deeds in Plan Book 2, Page 40;

Thence running in an easterly direction by and along the northerly line of land of the State of Maine, which line is described as the northerly line of said Lot No. 29 and Lot No. 30 as depicted on the above referenced plan, a distance of 8,406 feet, more or less, to a point on the easterly line of said Township 2, Range 11 (W.E.L.S);

Thence running in a southerly direction by and along the common line between Township 2, Range 10 and Township 2, Range 11, a distance of 11,170 feet, more or less, to the common corner of Township 2, Range 10, Township 2, Range 11, Township 1, Range 10 and Township 1, Range 11;

Thence running in a southerly direction by and along the common line between Township 1, Range 10 and Township 1, Range 11, a distance of 10,160 feet, more or less, to a point defined by the intersection of said township line with the thread of Nahmakanta Stream;

Thence running in an easterly direction by and along the thread of said Nahmakanta Stream, a distance of 14,925 feet, more or less, to a point defined by the intersection of said stream with the easterly line of Parcel 4 in a conservation easement granted by Great Northern Nekoosa Corporation for the Appalachian National Scenic Trail as described in a deed of easement recorded at the Piscataquis Registry of Deeds in Book 782, Page 164;

Thence running in a northwesterly direction by and along the easterly line of said Parcel 4 as described in the aforementioned deed, a distance of 280 feet, more or less, to a point defined by the intersection of said conservation easement with the northerly line of the Great Lakes Hydro America, LLC property;

Thence running in an easterly direction by and along the Great Lakes Hydro America, LLC boundary, which line is a 200 foot offset northerly from Pemadumcook Lake, a distance of 5,640 feet, more or less, to a point on the easterly line of the Great Lakes Hydro America, LLC property, said point is further described as being N 14° 22' 37" W, a distance of 112.77 feet from a #5 rebar with a plastic cap stamped "PLS 1027" found on the easterly line of said Great Lakes Hydro America, LLC boundary;

Thence N 35° 18' 31" E, a distance of 3362.85 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set approximately 33 feet southwesterly of the center of a gravel logging road;

Thence N 48° 37' 19" W along a line that lies westerly of said gravel road, a distance of 96.75 feet to an angle point;

Thence N 11° 48' 07" W along a line that lies westerly of said gravel road, a distance of 130.74 feet to an angle point;

Thence N 3° 07' 40" E along a line that lies westerly of said gravel road, a distance of 287.99 feet to an angle point;

Thence N 12° 15' 58" E along a line that lies westerly of said gravel road, a distance of 233.20 feet to an angle point;

Thence N 20° 29' 08" E along a line that lies westerly of said gravel road, a distance of 407.35 feet to an angle point;

Thence N 8° 25' 21" E along a line that lies westerly of said gravel road, a distance of 257.65 feet to an angle point;

Thence N 9° 58' 55" W along a line that lies westerly of said gravel road, a distance of 306.13 feet to an angle point;

Thence N 5° 56' 44" E along a line that lies westerly of said gravel road, a distance of 499.36 feet to an angle point;

Thence N 5° 21' 00" W along a line that lies westerly of said gravel road, a distance of 406.24 feet to an angle point;

Thence N 0° 58' 17" W along a line that lies westerly of said gravel road, a distance of 247.10 feet to an angle point;

Thence N 12° 00' 14" W along a line that lies westerly of said gravel road, a distance of 355.92 feet to an angle point;

Thence N 18° 13' 10" W along a line that lies westerly of said gravel road, a distance of 562.17 feet to an angle point;

Thence N 21° 02' 45" W along a line that lies westerly of said gravel road, a distance of 533.45 feet to an angle point;

Thence N 7° 12' 56" W along a line that lies westerly of said gravel road, a distance of 1339.39 feet to an angle point;

Thence N 3° 19' 58" W along a line that lies westerly of said gravel road, a distance of 437.63 feet to an angle point;

Thence N 11° 05' 54" W along a line that lies westerly of said gravel road, a distance of 494.02 feet to an angle point;

Thence N 17° 00' 19" W along a line that lies westerly of said gravel road, a distance of 639.48 feet to an angle point;

Thence N 3° 40' 43" E along a line that lies westerly of said gravel road, a distance of 389.51 feet to an angle point;

Thence N 15° 47' 57" E along a line that lies westerly of said gravel road, a distance of 403.59 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set on the westerly side of said gravel road and in a blazed line painted yellow, said point is further described as being located on the common line between Township 2, Range 10 and Township 1, Range 10, said point is further described as being located at coordinates N: 764,240.7 feet, E: 855,663.6 feet of the Maine State Plane Coordinate System, East Zone, said coordinate system is based on the North American Datum of 1983 (NAD 83);

Thence S 88° 56' 48" E by and along the common line between Township 2, Range 10 and Township 1, Range 10, a distance of 13,725.6 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set on said line said point is further described as being located at coordinates N: 763,988.3 feet, E: 869,386.9 feet of the Maine State Plane Coordinate System, East Zone, said coordinate system is based on the North American Datum of 1983 (NAD 83);

Thence continuing on the same course S 88° 56' 48" E by and along the common line between said Township 2, Range 10 and Township 1, Range 10, a distance of 268 feet, more or less, to the common corner of Township 2, Range 10, Township 1, Range 10, Township 2, Range 9 and Township 1, Range 9;

Thence continuing in an easterly direction by and along the common line between Township 2, Range 9 and Township 1, Range 9, a distance of 250 feet, more or less, to a point on the southwesterly side of the Debsconeag Deadwater, so called, of the West Branch of the Penobscot River;

Thence running in a northwesterly direction, northwesterly direction and northwesterly direction by and along the normal waterline of the general southwesterly side of the West Branch of the Penobscot River, a distance of 48,025 feet, more or less, to a point defined by the intersection of said southwesterly side of the said West Branch of the Penobscot River with the southerly line of a 200 foot wide transmission line right of way;

Thence N 88° 46' 01" W by and along the southerly line of a 200 foot wide transmission line right of way, a distance of 160 feet, more or less, to an angle point in said transmission line, said point is further described as being located at coordinates N: 790,717.9 feet, E: 864,893.6 feet of the Maine State Plane Coordinate System, East Zone, said coordinate system is based on the North American Datum of 1983 (NAD 83);

Thence N 75° 12' 11" W by and along the southerly line of a 200 foot wide transmission line right of way, a distance of 672.92 feet to a point defined by the intersection of said transmission line right of way with the southerly sideline of the said Golden Road;

Thence N 88° 19' 23" W by and along the southerly sideline of the said Golden Road, a distance of 559.47 feet to an angle point in said sideline;

Thence N 82° 33' 36" W by and along the southerly sideline of the said Golden Road, a distance of 876.46 feet to an angle point in said sideline;

Thence N 81° 28' 03" W by and along the southerly sideline of the said Golden Road, a distance of 720.25 feet to a point of curvature in said sideline;

Thence running in a northwesterly direction by and along the southwesterly sideline of the said Golden Road following a 840.00 foot radius curve to the right, an arc distance of 391.60 feet to a point of reverse curvature in said sideline, said curve has a chord bearing of N 68° 06' 44" W and a length of 388.06 feet;

Thence running in a northwesterly direction by and along the southwesterly sideline of the said Golden Road following a 1160.00 foot radius curve to the left, an arc distance of 401.27 feet to a point of tangency on said sideline, said curve has a chord bearing of N 64° 40' 01" W and a length of 399.27 feet;

Thence N 74° 34' 37" W by and along the southerly sideline of the said Golden Road, a distance of 1210.87 feet to a point of curvature in said sideline;

Thence running in a northwesterly direction by and along the southwesterly sideline of the said Golden Road following a 740.00 foot radius curve to the right, an arc distance of 469.71 feet to a point of tangency in said sideline, said curve has a chord bearing of N 56° 23' 35" W and a length of 461.86 feet;

Thence N 38° 12' 33 " W by and along the southwesterly sideline of the said Golden Road, a distance of 221.36 feet to a point defined by the intersection of the southwesterly sideline of the said Golden Road with the southerly line of a 200 foot wide transmission line;

Thence N 75° 11' 51" W by and along the southerly line of said transmission line, a distance of 2004.50 feet to a point on said line;

Thence S 33° 59' 25" E, a distance of 7.13 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set;

Thence S 33° 59' 25" E, a distance of 234.30 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set;

Thence S 13° 57' 36" E, a distance of 259.79 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set;

Thence S 89° 14' 31" W, a distance of 129.48 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set;

Thence N 66° 47' 27" W, a distance of 77.54 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set;

Thence N 57° 40' 56" W, a distance of 284.53 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set;

Thence N 21° 36' 22" W, a distance of 187.93 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set;

Thence N 12° 59' 48" W, a distance of 189.21 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set;

Thence N 12° 59' 48" W, a distance of 6.70 feet to a point defined by the intersection of the line herein described with the southerly sideline of a 200 foot wide transmission line right of way;

Thence N 75° 11' 51" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 1429.09 feet to an angle point in said transmission line right of way;

Thence N 80° 06' 11" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 1181.32 feet to an angle point in said transmission line right of way;

Thence N 75° 11' 31" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 868.19 feet to an angle point in said transmission line right of way;

Thence N 75° 07' 51" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 504.09 feet to an angle point in said transmission line right of way;

Thence N 75° 17' 51" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 2341.41 feet to an angle point in said transmission line right of way;

Thence N 75° 16' 01" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 1394.85 feet to an angle point in said transmission line right of way;

Thence S 82° 43' 49" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 1906.07 feet to an angle point in said transmission line right of way;

Thence S 83° 46' 19" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 446.49 feet to an angle point in said transmission line right of way;

Thence S 81° 56' 59" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 423.73 feet to an angle point in said transmission line right of way;

Thence S 83° 01' 39" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 3428.30 feet to an angle point in said transmission line right of way;

Thence N 73° 19' 01" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 533.20 feet to an angle point in said transmission line right of way;

Thence N 72° 51' 51" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 2463.19 feet to an angle point in said transmission line right of way;

Thence N 73° 46' 21" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 565.37 feet to an angle point in said transmission line right of way;

Thence N 40° 19' 41" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 836.86 feet to an angle point in said transmission line right of way;

Thence N 40° 19' 51" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 746.45 feet to an angle point in said transmission line right of way;

Thence N 40° 03' 51" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 1368.10 feet to an angle point in said transmission line right of way;

Thence N 40° 24' 51" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 622.00 feet to an angle point in said transmission line right of way;

Thence N 40° 32' 31" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 594.49 feet to an angle point in said transmission line right of way;

Thence N 44° 53' 01" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 436.77 feet to an angle point in said transmission line right of way;

Thence N 49° 06' 21" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 307.43 feet to an angle point in said transmission line right of way;

Thence N 51° 32' 41" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 380.58 feet to an angle point in said transmission line right of way;

Thence N 56° 16' 01" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 533.65 feet to an angle point in said transmission line right of way;

Thence N 61° 07' 21" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 844.44 feet to an angle point in said transmission line right of way;

Thence N 60° 42' 51" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 466.12 feet to an angle point in said transmission line right of way;

Thence N 6° 34' 01" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 558.05 feet to an angle point in said transmission line right of way;

Thence N 66° 25' 21" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 2099.64 feet to an angle point in said transmission line right of way;

Thence N 61° 20' 31" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 463.68 feet to an angle point in said transmission line right of way;

Thence N 60° 51' 51" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 3134.33 feet to an angle point in said transmission line right of way;

Thence N 56° 10' 41" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 1266.16 feet to an angle point in said transmission line right of way;

Thence N 61° 11' 31" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 504.02 feet to an angle point in said transmission line right of way;

Thence N 61° 13' 41" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 1068.42 feet to an angle point in said transmission line right of way;

Thence N 60° 42' 41" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 437.64 feet to an angle point in said transmission line right of way;

Thence N 61° 12' 01" W by and along the southwesterly line of said 200 foot wide transmission line right of way, a distance of 1180.59 feet to a angle point defined by the intersection of said transmission line right of way with the southerly sideline of the said Golden Road;

Thence N 82°-39'-17" W by and along the southerly sideline of the said Golden Road, a distance of 214.88 feet to a point of curvature in said sideline;

Thence running in a northwesterly direction by and along the southerly sideline of the said Golden Road following a 840.00 foot radius curve to the right, an arc distance of 347.71 feet to a point of tangency in said sideline, said curve has a chord bearing of N 70° 47' 47" W and a length of 345.23 feet;

Thence N 58° 56' 16" W by and along the southerly sideline of the said Golden Road, a distance of 1254.95 feet to a point defined by the intersection of the sideline of said Golden Road with the southerly line of a 200 foot wide transmission line right of way;

Thence S 86° 24' 49" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 252.48 feet to an angle point in said transmission line right of way;

Thence S 86° 45' 59" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 895.05 feet to an angle point in said transmission line right of way;

Thence S 87° 00' 19" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 2374.48 feet to an angle point in said transmission line right of way;

Thence S 86° 42' 09" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 1389.43 feet to an angle point in said transmission line right of way;

Thence N 80° 10' 51" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 272.57 feet to a point defined by the intersection of the southerly line of said transmission line right of way with the southerly sideline of the said Golden Road;

Thence S 82° 44' 02" W by and along the southerly side of the said Golden Road, a distance of 276.16 feet to a point of curvature in said sideline;

Thence running in a northwesterly direction by and along the southerly sideline of the said Golden Road following a 340.00 foot radius curve to the right, an arc distance of 241.92 feet to a point of reverse curvature in said sideline, said curve has a chord bearing of N 76° 52' 57" W and a length of 236.85 feet;

Thence running in a northwesterly direction by and along the southerly sideline of the said Golden Road following a 860.00 foot radius curve to the left, an arc distance of 263.47 feet to a point defined by the intersection of said sideline with the southerly line of a 200 foot wide transmission line right of way, said curve has a chord bearing of N 65° 16' 32" W and a length of 262.44 feet;

Thence N 80° 10' 51" W by and along the southerly line of said 200 foot wide transmission line right of way, a distance of 221.79 feet to point defined by the intersection of said transmission line right of way with the southerly sideline of the said Golden Road;

Thence N 82° 43' 05" W by and along the southerly sideline of the said Golden Road, a distance of 424.29 feet to a point of curvature in said sideline;

Thence running in a southwesterly direction by and along the southerly sideline of the said Golden Road following a 760.00 foot radius curve to the left, an arc distance of 425.98 feet to a point of compound curvature in said sideline, said curve has a chord bearing of S 81° 13' 30" W and a length of 420.43 feet;

Thence running in a southwesterly direction by and along the southerly sideline of the said Golden Road following a 828.28 foot radius curve to the left, an arc distance of 167.40 feet to a point of reverse curvature in said sideline, said curve has a chord bearing of S 59° 22' 40" W and a length of 167.12 feet;

Thence running in a southwesterly direction by and along the southeasterly sideline of the said Golden Road following a 640.00 foot radius curve to the right, an arc distance of 215.97 feet to a point of reverse curvature in said sideline, said curve has a chord bearing of S 63° 15' 18" W and a length of 214.94 feet;

Thence running in a southwesterly direction by and along the southeasterly sideline of the said Golden Road following a 328.65 foot radius curve to the left, an arc distance of 280.50 feet to a point of reverse curvature in said sideline, said curve has a chord bearing of S 48° 28' 16" W and a length of 272.06 feet;

Thence running in a southwesterly direction by and along the southeasterly sideline of the said Golden Road following a 255.00 foot radius curve to the right, an arc distance of 396.32 feet to a point of reverse curvature in said sideline, said curve has a chord bearing of S 68° 32' 39" W and a length of 357.62 feet;

Thence running in a westerly direction by and along the southerly sideline of the said Golden Road following a 1408.17 foot radius curve to the left, an arc distance of 461.33 feet to a point of reverse curvature in said sideline, said curve has a chord bearing of N 76° 19' 01" W and a length of 459.27 feet;

Thence running in a northwesterly direction by and along the southwesterly sideline of the said Golden Road following a 320.00 foot radius curve to the right, an arc distance of 244.53 feet to a point of reverse curvature in said sideline, said curve has a chord bearing of N 63° 48' 39" W and a length of 238.62 feet;

Thence running in a northwesterly direction by and along the southwesterly sideline of the said Golden Road following a 860.00 foot radius curve to the left, an arc distance of 304.18 feet to a point of point of tangency on said sideline, said curve has a chord bearing of N 52° 03' 08" W and a length of 302.59 feet;

Thence N 62° 11' 05" W by and along the southwesterly side of the said Golden Road, a distance of 665.84 feet to a point of curvature in said sideline;

Thence running in a westerly direction by and along the southerly sideline of the said Golden Road following a 260.00 foot radius curve to the left, an arc distance of 152.42 feet to a point of point of tangency on said sideline, said curve has a chord bearing of

N 78° 58' 43" W and a length of 150.24 feet;

Thence S 84° 13' 39" W by and along the southerly side of the said Golden Road, a distance of 241.43 feet to an angle point in said sideline;

Thence S 73° 37' 55" W by and along the southeasterly side of the said Golden Road, a distance of 540.57 feet to a point of curvature in said sideline;

Thence running in a westerly direction by and along the southerly sideline of the said Golden Road following a 575.00 foot radius curve to the right, an arc distance of 511.05 feet to a point of tangency in said sideline, said curve has a chord bearing of N 80° 54' 24" W and a length of 494.39 feet;

Thence N 55° 26' 42" W by and along the southwesterly side of the said Golden Road, a distance of 305.90 feet to a point of curvature in said sideline;

Thence running in a northwesterly direction by and along the southwesterly sideline of the said Golden Road following a 760.00 foot radius curve to the left, an arc distance of 350.55 feet to a point of reverse curvature in said sideline, said curve has a chord bearing of N 68° 39' 32" W and a length of 347.45 feet;

Thence running in a northwesterly direction by and along the southerly sideline of the said Golden Road following a 3540.00 foot radius curve to the right, an arc distance of 640.13 feet to a point tangency in said sideline, said curve has a chord bearing of N 76° 41' 32" W and a length of 639.26 feet;

Thence N 71° 30' 43" W by and along the southerly sideline of the said Golden Road, a distance 638.04 feet to a point of curvature in said sideline;

Thence running in a westerly direction by and along the southerly sideline of the said Golden Road following a 1260.00 foot radius curve to the left, an arc distance of 403.92 feet to a point tangency in said sideline, said curve has a chord bearing of N 80° 41' 44" W and a length of 402.20 feet;

Thence N 89° 52' 46" W by and along the southerly sideline of the said Golden Road, a distance 223 feet, more or less, to a point defined by the intersection of said Golden Road sideline with the 250 foot offset from the full pond elevation of Ripogenus Lake;

Thence in a general westerly direction, by and along said 250 foot offset line, a distance of 1740 feet, more or less, to a point defined by the intersection of said 250 foot offset line with said southerly sideline of the Golden Road;

Thence N 83° 57' 32" W by and along the southerly sideline of the said Golden Road, a distance 423 feet, more or less, to a point of curvature in said sideline;

Thence running in a northwesterly direction by and along the southwesterly sideline of the said Golden Road following a 1140.00 foot radius curve to the right, an arc distance of 474.85 feet to a point tangency in said sideline, said curve has a chord bearing of N 72° 01' 34" W and a length of 471.42 feet;

Thence N 60° 05' 36" W by and along the southwesterly sideline of the said Golden Road, a distance 294.34 feet to an angle point in said sideline;

Thence N 65° 09' 02" W by and along the southwesterly sideline of the said Golden Road, a distance 375.40 feet to an angle point in said sideline;

Thence N 67° 53' 55" W by and along the southwesterly sideline of the said Golden Road, a distance 483.55 feet to the point of beginning.

Bearings referenced in the above description were computed from global positioning system (GPS) observations on the lines and at the corners of the above-described parcel, said bearings are oriented to grid north, Maine State Plane Coordinate System, East Zone, NAD83. Distances referenced herein are grid distances. The connection to the Maine State Plane Coordinate System East Zone, NAD83, is based on a control monument located on Ripogenus Dam and designated as B 82, said point has published, coordinates of N: 807,563.04 feet, E: 812,184.06 feet at the date of this survey in August of 2002.

EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE FOLLOWING LOTS OR PARCELS OF LAND:

1. The premises described as being granted or conveyed in a deed of Maine Timberlands Company to GNE, LLC dated January 31, 2002, and recorded in the Penobscot County Registry of Deeds in Book 8063, Page 98, and the Piscataquis County Registry of Deeds in Book 1366, Page 001, as such premises are now described or may be described by any future corrective deeds.

2. The premises granted to the Chewonki Foundation, Inc. in a deed of Maine Timberlands Company dated September 13, 2002, and recorded in the Piscataquis County Registry of Deeds in Book 1411, Page 315.¹

3. That property subject to the following Conservation easements granted to the State of Maine by instruments dated August 14, 1981, recorded in Book 518, Page 251; January 8, 1986, Book 595, Page 209 (**Appalachian trail easement**); and March 1, 1990, Book 782, Page 149 (**Appalachian trail easement**).

4. That property subject to the following Conservation easement granted to the State of Maine by instrument dated August 14, 1981, recorded in Book 518, Page 251, also

¹ If you look at the source deed into the Nature Conservancy (Book 1412, Page 8) you will see that following the surveyed description there is an express exclusion of two properties, the property described in #'s 1 & 2. Because of this, I believe we need to have an express exclusion (not just a subordination) of any property described in these deeds. Please give me a call to discuss if this causes any concerns.

those leases granted to the state of Maine in order to assist the state in its management of the conservation easement:

- a) Lease granted to the State of Maine, dated September 21, 1984, recorded in Book 574, Page 1;
- b) Lease granted to the State of Maine, dated September 21, 1984, recorded in Book 574, Page 10;
- c) Lease granted to the State of Maine, dated September 21, 1984, recorded in Book 574, Pages 19;
- d) Lease granted to the State of Maine, dated September 21, 1984, recorded in Book 574, Page 28;
- e) Lease granted to the State of Maine, dated September 21, 1984, recorded in Book 574, Page 36 (amended February 21, 1991, Book 802, Page 1);
- f) Lease granted to the State of Maine, dated September 21, 1984, recorded in Book 574, Page 44;
- g) Lease granted to the State of Maine, dated September 21, 1984, recorded in Book 574, Page 53 (amended February 21, 1991 in Book 802, Page 13);
- h) Lease granted to the State of Maine, dated September 21, 1984, recorded in Book 574, Page 62;
- i) Lease granted to the State of Maine, dated September 21, 1984, recorded in Book 574, Page 71;
- j) Lease granted to the State of Maine, dated September 21, 1984, recorded in Book 574, Page 80;
- k) Lease granted to the State of Maine, dated September 21, 1984, recorded in Book 574, Page 89;
- l) Lease granted to the State of Maine, dated September 21, 1984, recorded in Book 574, Page 98; and
- m) Lease granted to the State of Maine, dated March 15, 1985, recorded in Book 577, Page 166.

5. ALSO THE PROPERTY LEASED BY THE NATURE CONSERVANCY PURSUANT TO THE FOLLOWING DESCRIBED LEASES. Said leases and plans being on file in the offices of the Nature Conservancy in Brunswick, Maine (14 Maine Street, Suite 401, Brunswick, Maine):

Tenant	Lease Number	Location of Lease/Map Reference
Peter N. Bartley 5 Constitution Avenue Hamden, Maine 04444	2192	West end of Rainbow Lake Lot 1, Map Plan B-4066L
Brian R. and Joanna Berry 34 Connecticut Avenue Millinocket, Maine 04462	4304	West Branch – west of Road 150' X 150' Lot 7, Map Plan B-4044L
William R. Boyington 414 Penobscot Avenue Millinocket, Maine 04462	4116	Northwest shore of Hurd Pond Lot 3, Map Plan B-4044L

Bureau of Parks and Lands	5068	Abol Falls Campsite
Bureau of Parks and Lands	5193	Abol Ranger Camp; 0.95 acres
Bureau of Parks and Lands	830	Horsrace Ranger Camp Lot 19, Map Plan B-4044L
Betty Lee and Arthur A. Comstock 191 Main Street Orono, Maine 04473	4276	West Branch Lot 4, Map Plan B-4044L
Crane Davis PO Box P Palenville, NY 12463	4211	West Branch Lot 3, Map Plan B-4044L
Thomas Gardner 87 Forest Avenue Orono, Maine 04473	4339	West Branch Lot 9, Map Plan B-4044L
Michael D. Higgins 658 Wiswell Road Holden, Maine 04429	1156	West shore of 3 rd Debsconeags Lot D28, Map Plan B673AL
Dieter Karamsch PO Box 1331 11 Wampum Road West Falmouth, MA 02574	4210	West Branch Lot 2, Map Plan B-4044L
Roxanne Peters Lent 34 Bunker Lane Bangor, Maine 04401	4117	West Shore of Hurd Pond Lot 4, Map Plan B676L
David W. and Jeanne M. Lincoln 30 Hillcrest Drive Cumberland Center, ME 04021	4346	West Branch – east side of road Lot 8, Map Plan B-4044L
Peter J. and Janice M. McPheters 7 Iron Bridge Road Millinocket, Maine 04462	5132	North Shore of 1 st Debsconeags Lot 25, Map Plan B-4044L
Roderick and Cynthia P. O'Keefe PO Box 393 Old Town, Maine 04468	4302	West Branch of the Penobscot River Lot 5, Map Plan B-4044L
Wilmot & Joyce Robinson 147 Medway Road Millinocket, Maine 04462	4209	West Branch of the Penobscot River Lot 1, Map Plan B-4044L
Mitchell J. Sleeper 300 W. Broadway Bangor, Maine 04401	199	East shore of Hurd Pond and Island near west shore of Hurd Pond Lot 11 and Lot 1, Map Plan B- 676L
Reginald L. and Marily Sweet 158 Highland Avenue Millinocket, Maine 04462	4303	West Branch – east side of road Lot 6, Map Plan B-4044L

6. That property leased to Penobscot Outdoor Center, Inc. by lease dated June 1, 1999, recorded in Book 827, Page 9 of the Piscataquis County Registry of Deeds.

SUBJECT TO THE FOLLOWING EASEMENTS AND RIGHTS:

1. The rights, if exercised, associated with that property leased to Freeport Sulfer Company by lease dated February 25, 1952, recorded in Book 308, Page 10 of the Piscataquis County Registry of Deeds. It is believed that this lease has been released of record.
2. Easements and rights granted to John M. Webber et al. by Maine Timberlands Company and Great Northern Paper, Inc. by an Easement Deed and Agreement dated December 19, 2001, recorded in Book 1360, Page 65 of the Piscataquis County Registry of Deeds.
3. Easements and rights granted to Barbara A. Cassidy et al. by Maine Timberlands Company and Great Northern Paper, Inc. by an Easement Deed and Agreement dated January 9, 2002, recorded in Book 1360, Page 50 of the Piscataquis County Registry of Deeds.
4. Easements and Rights Reserved in a Deed from Great Northern Paper, Inc. to Maine Timberlands Company dated January 10, 2001, recorded in the Piscataquis County Registry of Deeds in Book 1295, Page 3.
5. Easements and Rights granted to Great Northern Paper, Inc. in a Corrective Deed from Maine Timberlands Company to Great Northern Paper, Inc. dated September 6, 2001, recorded in Book 1336, Page 199 of the Piscataquis County Registry of Deeds.
6. Easements and Rights reserved by Great Northern Paper, Inc., in a Corrective Deed from Great Northern Paper, Inc. to Maine Timberlands Company dated September 6, 2001, recorded in Book 1336, Page 207 of the Piscataquis County Registry of Deeds
7. Rights and Easements granted to GNE, LLC by deed from Great Northern Paper, Inc. and Maine Timberlands Company to GNE, LLC dated January 31, 2002, recorded in Book 1366, Page 1 of the Piscataquis County Registry of Deeds.
8. Easement rights conveyed by Great Northern Paper, Inc. to (a) Somerset Woodlands, LLC by deed dated March 30, 1999, recorded in Book 2541, Page 221 of the Somerset County Registry of Deeds; and (b) Great Northwoods, LLC by deed March 30, 1999, recorded in Book 1191, Page 326 of the Piscataquis County Registry of Deeds.
9. Rights and obligations of Great Northern Paper Company and West Branch Driving and Reservoir Dam Company, their successors or assigns, by virtue of a contract dated July 21, 1952, recorded in Book 308, Page 54.

Being a portion of that property described in a deed from Maine Timberlands Company to The Nature Conservancy of the Pine Tree State, Inc. dated September 13, 2002, recorded in Book 1412, Page 8 of the Piscataquis County Registry of Deeds. Further being depicted on a survey plan by Plisga and Day, Land Surveyors, entitled "Survey Plan for proposed conveyance to The Nature Conservancy" dated September 13, 2002, recorded in Map File N#37 & N#38 in the Piscataquis County Registry of Deeds.

Piscataquis County
Recorded
Feb 20, 2007 11:38:18A
Linda M. Smith
Register of Deeds

AFFIDAVIT OF HANS S. PETERSON

I, Hans S. Peterson, being first duly sworn, hereby state the following:


1. I am an attorney-at-law duly licensed to practice in the State of Maine and am a member of the law firm of Rudman Winchell, LLC, 84 Harlow Street, Bangor, Maine 04401.


2. A Conservation Easement given by Downeast Lakes Land Trust to Forest Society of Maine was recorded on July 5, 2016 in Book 4269, Page 52 of the Washington County Registry of Deeds to which additional pages were added which made the intent of the original document unclear.

3. Attached to this Affidavit for re-recording is a true and correct copy of the Conservation Easement given by Downeast Lakes Land Trust to Forest Society of Maine, dated June 29, 2016, to clarify and confirm said Conservation Easement

WITNESS my hand and seal this 1st day of August, 2016.

WITNESS:






Hans S. Peterson

STATE OF MAINE
COUNTY OF PENOBSCOT, ss.

August 1, 2016

Then personally appeared the above-named Hans S. Peterson and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Name: Jonathan P. Bend
Notary Public/Attorney-at-Law

CONSERVATION EASEMENT
Amazon-Musquash Reserve and Special Management Area

This **DEED OF CONSERVATION EASEMENT** is made this 29 day of June, 2016.

DOWNEAST LAKES LAND TRUST, a non-profit corporation organized and existing under the laws of the State of Maine, with an address of 4 Water Street, Grand Lake Stream, Maine (hereinafter referred to as the "Grantor," which word is intended to include and bind, unless the context clearly indicates otherwise, the above named Grantor, its successors and assigns) for consideration being an absolute and unconditional gift,

GRANTS to the

FOREST SOCIETY OF MAINE, a non-profit corporation organized and existing under the laws of the State of Maine, and qualified to hold conservation easements pursuant to Title 33 M.R.S. Sections 476 (2)(B), et seq., as amended, and Internal Revenue Code Section 170(h)(3) with a mailing address of 115 Franklin Street, 3rd Floor, Bangor, Maine 04401 (hereinafter referred to as the "Holder," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns), with QUITCLAIM COVENANT, in perpetuity, the following described Conservation Easement on land consisting of approximately 7,100 acres located in Grand Lake Stream Plantation and T6 ND BPP, Maine, hereinafter referred to as the "Protected Property", as described in Exhibit A and as shown on the map in Exhibit B, each of which is attached hereto and made a part hereof by reference (the "Conservation Easement").

PURPOSE

The purpose of this Conservation Easement is to provide a significant public benefit by protecting in perpetuity the Conservation Values of the Protected Property. This Conservation Easement is established exclusively for conservation purposes consistent with the provisions of the Internal Revenue Code as amended at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c).

It is the purpose of this Conservation Easement to safeguard biological diversity by protecting the environments and ecological processes occurring on the Protected Property in a manner that supports viable populations of native plants, animals and other organisms, to preserve and restore the wild qualities and natural beauty of the Protected Property.

It is the further purpose of the Conservation Easement to assure that the Protected Property, which is representative of the biodiversity of the area, will be retained forever in its predominantly unroaded, unfragmented, natural condition to protect the native flora and fauna and to allow natural ecological processes to proceed with minimal interference or manipulation from human activity. It is intended that the Protected Property be managed as an ecological reserve in its natural condition to serve as a benchmark against which biological and environmental changes in both land managed for ecological integrity and land managed for

resource extraction can be measured, to provide and protect habitat for species whose needs may not be fully met on lands managed for other purposes, and to provide control sites for scientific research and education, long term environmental monitoring, all in a manner that allows for Traditional Non-intensive Outdoor Recreation uses to occur on the Protected Property.

RECITALS

WHEREAS, the Grantor is the owner in fee simple of certain real property, hereinafter called the "Protected Property", which has ecological, scientific, educational, and aesthetic value in its present state as a natural area;

WHEREAS, Grantor is the sole owner in fee simple of the Protected Property, which is a portion of a larger property of approximately 21,870 acres acquired by Grantor for management as a community forest, and which larger property is subject to a Conservation Easement held by the Maine Department of Agriculture, Conservation, and Forestry recorded with Washington County Registry of Deeds at Book 3913, Page 71 (hereinafter referred to as the "West Grand Lake Forest Easement");

WHEREAS, the Protected Property, after excluding the surface area of Great Ponds which are not included as part of the Protected Property, consists of approximately 7,100 acres, which the Grantor and Holder agree will be managed for the long-term protection of the native plant and animal life and other natural resources found therein and consistent with the concepts of an ecological reserve;

WHEREAS, the Protected Property includes a diversity of intact natural habitats, including four rare and exemplary natural communities mapped by the Maine Natural Areas Program: (i) the A-ranked Big Musquash Domed Bog Ecosystem, located within (ii) an Unpatterned Fen Ecosystem at West Musquash Stream, considered exceptional because of its 3,760-acre size and the range of natural communities it includes, (iii) a Birch-Oak Talus Woodland on the south slope of Pineo Mountain, and (iv) an Ironwood-Oak-Ash Woodland near the east peak of Pineo Mountain;

WHEREAS, the West Grand Lake Forest Easement was acquired, in part, with federal funds from the Forest Legacy Program (Grant # 11-DG-11420004-110) in accordance with the provisions of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. §2103c), as amended, which was enacted to protect environmentally important forest areas threatened by conversion to non-forest uses and for promoting forest land protection and other conservation opportunities;

WHEREAS, the West Grand Lake Forest Easement has been acquired, in part, with funds contributed by The Nature Conservancy pursuant to Grant Agreement between The Nature Conservancy and The Maine Department of Agriculture, Conservation and Forestry;

WHEREAS, the West Grand Lake Forest Easement was acquired in part with funds from the Land for Maine's Future Fund in accordance with the Land for Maine's Future Act, at Title 5, Maine Revised Statutes, Chapter 353, as amended, and P.L. 1999, c.514, Sec. A-6, as a natural

area important for Traditional, Non-intensive Outdoor Recreation, conservation, wildlife habitat and scenic beauty;

WHEREAS, as a recipient of funds from the Land for Maine's Future Program, Holder has agreed to assure permanent preservation of the Protected Property and its availability for public outdoor recreation in accordance with the foregoing statutory purposes;

WHEREAS, as a condition of P.L. 1999 c. 514, Sec. A-6, hunting, fishing, trapping and public access is guaranteed on land acquired with bond proceeds, except to the extent of applicable state, local, or federal laws or regulations;

WHEREAS, subject to the provisions of P.L. 1999, c.514, sec. A-6, nothing contained in the West Grand Lake Forest Easement shall be construed to limit Grantor's rights to take additional conservation actions to protect the resources and Conservation Values of the Protected Property, and notwithstanding the foregoing, such additional conservation actions shall not result in prohibiting public access to the Protected Property in accordance with the provisions of Sections VII.F of the West Grand Lake Forest Easement;

WHEREAS, the Protected Property is enrolled in an Improved Forest Management Project for the sale of carbon offset credits, or CCOs, with the California Air Resources Board requiring maintenance of a minimum threshold volume of carbon for the duration of the project;

WHEREAS, the Protected Property is prominently visible from and provides scenic enjoyment to the general public from West Grand Lake, Lower Oxbrook Lake, Big Musquash Stream, the road to Grand Lake Stream from Indian Township, the Amazon Road and from other lands of Downeast Lakes Land Trust; such views include diverse natural features such as mountains, forested wetlands, fens, bogs, and undeveloped lake frontage;

WHEREAS, the Protected Property has historically provided traditional recreational uses, including fishing and hunting in a natural and undeveloped forest landscape;

WHEREAS, West Grand Lake, Lower Oxbrook Lake, and Big Musquash Stream and their tributary streams have ecological importance as significant wildlife and fisheries habitat;

WHEREAS, the Protected Property is a predominantly forested land area of significant breadth and diversity, with outstanding natural resources, including diverse wildlife and plant habitat, sizeable forests of high quality, productive soils, forested mountains and ridges, rock outcrops, bogs, fens, and other wetlands, streams, ponds, and other water bodies, and unique natural features, and qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 U.S.C. § 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder;

WHEREAS, the Protected Property provides habitat suitable for diverse wildlife species of conservation interest, including mammals such as black bear, bobcat, moose, pine marten, and white-tailed deer, as well as brook trout, landlocked salmon, other fish, and many species of birds, reptiles and amphibians;

WHEREAS, protection of the St. Croix River watershed is important to fisheries habitat and water quality downstream to Passamaquoddy Bay;

WHEREAS, the Protected Property is an integral part of a conservation initiative undertaken in the Downeast Lakes region by the Grantor and other conservation partners and abuts or is in near proximity to and helps link significant tracts of other protected land, including: the community forest lands owned by Downeast Lakes Land Trust, the Fourth Machias Ecological Reserve owned by the Downeast Lakes Land Trust, the Duck Lake Unit and Machias River Unit of Maine Public Reserved Lands owned by the Maine Department of Agriculture, Conservation, and Forestry, the Little Falls area on Grand Lake Stream owned by the Maine Department of Inland Fisheries and Wildlife, and extensive privately-owned lands protected through perpetual conservation easements held by the New England Forestry Foundation and the Maine Department of Agriculture, Conservation, and Forestry; and the Protected Property in combination with surrounding lands under conservation ownership or easement, at the time of this Easement, represents over 400,000 acres of contiguous protected land in Maine, adjacent to a larger area of public land in New Brunswick, Canada, and such an area is considered large enough by conservation scientists to maintain most ecological functions and processes naturally present and to include the minimum conditions necessary for long-term survival and adaptation of constituent species and populations; and such large blocks of protected habitat also contribute to ecological connectivity across the landscape, providing for the movement and dispersal of flora and fauna in the region;

WHEREAS, the conservation of the Protected Property through the protection of significant recreational, wildlife and ecological areas and other conservation values will significantly add to the protected and conserved lands in the State of Maine;

WHEREAS, preservation of the opportunity for continued public access and Traditional, Non-intensive Outdoor Recreation, as defined herein, on the Protected Property by the general public, in a manner that is consistent with the preservation and protection of the other Conservation Values of the Property and with Grantor's Reserved Rights, as defined herein, is in the public interest;

WHEREAS, the Conservation Easement will protect opportunities for scenic and recreational enjoyment by the general public and will yield a significant public benefit, specifically by providing backcountry recreational opportunities and scenic enjoyment to the citizens of the State of Maine;

WHEREAS, it is the Grantor's intent that, through this Conservation Easement, further development of the Protected Property shall be limited;

WHEREAS, the State of Maine has authorized the creation of conservation easements pursuant to Maine Revised Statutes, Title 33, Section 476-479-C, as amended and Grantor and Holder wish to avail themselves of the provisions of that law;

NOW, THEREFORE, in consideration of the foregoing and for the benefit of the general public, the Grantor and the Holder have established this Conservation Easement on, over, under, above, and across the Protected Property, consisting of the following terms, conditions, restrictions, and

affirmative rights granted to the Holder, which shall run with and bind the Protected Property in perpetuity.

1. DEFINITIONS

1.1 Activity Plan: Means a document prepared pursuant to Section 3.9 that provides description of a proposed activity including the anticipated dates of commencement and completion, a map depicting the location(s) of the proposed activity, a description of how any waste or discarded material generated by the proposed activity will be removed and other relevant information in sufficient detail to permit the Holder to undertake a meaningful review of the proposed activity for consistency with the Conservation Values of the Protected Property.

1.2 "ATV": Means a motor-driven, off-road, recreational vehicle capable of cross-country travel on land, snow, ice, marsh, swampland or other natural terrain, including, but not limited to, a multitrack, multi-wheel or low-pressure tire vehicle; a motorcycle or related 2-wheel, 3-wheel or belt-driven vehicle; an amphibious machine; or other means of transportation deriving motive power from a source other than muscle or wind. The term "ATV" shall not include an automobile, truck, snowmobile, or any type of vehicle excluded from the definition thereof under 12 MRS Section 30001, as the same may be amended, modified or replaced.

1.3 Baseline or Baseline Documentation Report: Means the baseline documentation report prepared pursuant to Section 4.

1.4 Conservation Values: Means each and all of the following values associated with the Protected Property:

- 1.4.1 Natural Ecological Values. The condition of the Protected Property as a biologically diverse landscape substantially natural in character with natural ecological processes functioning with minimal interference or manipulation from human activity and available to serve as a site for ongoing scientific research, long-term environmental monitoring, and education;
- 1.4.2 Landscape-Scale Forestland Values. The condition of the Protected Property as healthy, diverse in age and biology, forested land area substantially natural in character and offering wilderness values;
- 1.4.3 Aquatic Resources and Wetland Values. The Protected Property's diverse and extensive bogs, wetlands, streams, lakes, ponds, and other aquatic habitats, including fisheries habitats, their water quality, undeveloped shorelines and riparian areas, and the ecological values and processes of these areas;
- 1.4.4 Wildlife, Plant, and Natural Community Values. The Protected Property's diverse and extensive wildlife, plant, forest, and other terrestrial habitats, including habitats of Endangered, Threatened, and Special Concern wildlife designated under state or federal law, and rare plants and rare or exemplary natural communities as identified by the Maine Natural Areas Program or its successor and other communities of

flora and fauna, other significant fish and wildlife habitats, natural communities, and the ecological values and processes of these areas;

1.4.5 **Recreational Values.** The diverse and extensive opportunities on the Protected Property for outdoor recreational use by the public in a manner that is consistent with protecting the other Conservation Values of the Protected Property; and

1.4.6 **Other Values.** The unique historic, cultural, archaeological, geological, scientific, or educational sites on the Protected Property and the attributes and resources of those sites.

1.5 Invasive Species: Means non-native animal, plant, or other organisms that through their capacity to spread into native natural systems demonstrably or potentially threaten native species.

1.6 Management Plan: Means the plan outlining various activities on the Protected Property prepared pursuant to Section 5.

1.7 Parties: Means all signatories to this Conservation Easement and their successors and/or assigns.

1.8 Protected Property: Means land located in Grand Lake Stream Plantation and T6 ND BPP, Washington County, Maine as described in Exhibit A and shown on the map in Exhibit B.

1.9 Traditional, Non-intensive Outdoor Recreation: Means dispersed, non-exclusive, non-motorized individual or small group recreational activities that do not rely on buildings or spectator facilities. Such uses include hunting, fishing, trapping, non-commercial foraging, hiking, nature observation, picnicking, boating, cross country skiing, snow-shoeing, dog sledding, non-motorized bicycling, horseback riding, swimming, primitive non-commercial camping, and outdoor education and nature study, including scientific and archeological research and observation, and enjoyment of open space.

2. GRANTOR'S RIGHT, TITLE AND INTEREST IN THE PROTECTED PROPERTY.

The Grantor reserves all right, title and interest in and to the Protected Property, other than those specific rights granted to the Holder, including those reserved rights specifically described in this Conservation Easement.

3. PERMITTED USES OF THE PROTECTED PROPERTY.

3.1 **Public Recreational Use.** It is the intent of the Grantor to allow public use of the Protected Property for Traditional, Non-intensive Outdoor Recreation, insofar as such activities are consistent with the Purpose of this Conservation Easement. The Grantor reserves the right to establish rules and to manage recreational activities on the Protected Property, and it is the responsibility of the Grantor, not the Holder, to manage recreational activities on the Protected Property. The Grantor at its sole discretion reserves the right to manage permitted recreational access, including motorized access and road maintenance as provided in sections 3.5 and 3.6 below,

except that the Grantor may permit horseback riding only on Class A roads, Class B roads, and the one Class C road. The Grantor will address recreational use of the Protected Property and the management of those activities within the Management Plan for the Protected Property. Nothing herein shall prohibit or limit the Grantor from charging commercial or private recreational use fees to recover costs associated with managing the Protected Property.

It is the intent of the Grantor to provide advance notice to the Holder if it intends to significantly or permanently limit public access on and across all or a portion of the Protected Property.

- 3.2 Construction and Maintenance of Trails, Minor Recreational Structures and Campsites. Construction and maintenance of trails for Traditional Non-Intensive Outdoor Recreation are permitted provided that they minimize adverse effects on the Conservation Values and such trails are consistent with the Purpose of this Conservation Easement. The total combined length of all such Traditional Non-Intensive Outdoor Recreation trails shall not exceed ten (10) miles at any one time. Minor structures associated with permitted recreational uses that are allowed include, but are not limited to, trail improvements such as trail markers, signs, steps, water bars, foot bridges, platforms, railings, small unlighted informational and interpretive signs, registration boxes, boundary markers, study markers and grids; gates, barriers, or low fences to control unauthorized use, prevent access by motor vehicles, or protect fragile areas and areas under active management or study; provided that all such structures shall minimize adverse effects on the Conservation Values.

While there are currently no campsites on the Protected Property, Grantor reserves the right to construct, maintain, or replace campsites so long as there are no more than three (3) primitive campsites at any one time. Grantor will choose the location of the new campsites in consultation with the Holder, to ensure protection of the Conservation Values. Structures associated with primitive campsites are limited to privy, fire ring, tent pad or platform, and picnic table as provided for in the Management Plan and shall be limited to locations that minimize adverse impacts on Conservation Values. Construction, maintenance, and proper management of privies and similar low impact facilities to ensure the safe disposal of human waste are permitted.

Grantor reserves the right to permit construction of a carry-in boat launch in accordance with the reserved rights of the State of Maine as described in Section XI.F of the West Grand Lake Forest Easement at a site designated in Exhibit H of the West Grand Lake Forest Easement.

Unpaved trailhead parking areas of a minimum practical size may be created or improved at locations along existing roads in a manner that minimizes adverse effects on the Conservation Values of the Protected Property. Plans to create campsites, trails, or trailhead parking areas will be included in the Management Plan and created in consultation with the Holder.

The Grantor shall submit an Activity Plan in accordance with Section 3.9 for the construction or improvement of any campsites, trails, boat launch, or trailhead parking areas permitted under this section. However, an Activity Plan is not required for regular maintenance of existing improvements governed by this section.

- 3.3 Scientific Research. Scientific research, including archeological research may be conducted on the Protected Property including the placement of temporary or permanent plot markers and ancillary research equipment provided that such research minimizes adverse effects on the Conservation Values. The Grantor shall submit an Activity Plan in accordance with Section 3.9 for such research except that an Activity Plan shall not be required for non-manipulative scientific research.
- 3.4 Commercial Recreational Uses. Traditional backcountry recreational uses by commercial guides, by customers of commercial sporting camps, and by non-profit camping and educational and scientific institutions are allowed insofar as such activities are permitted under this Conservation Easement, are consistent with its Purpose, and minimize adverse effects on the Conservation Values and provided that Grantor shall not grant exclusive use of the Protected Property to any person or entity for such recreational purposes. The establishment by Grantor of permits and collection of access fees for use of campsites, other recreational facilities, and recreational uses permitted under this Conservation Easement shall not be deemed commercial or exclusive use.
- 3.5 Maintenance and Use of Existing Roads. Construction of new roads shall not be permitted. The Grantor reserves the right to maintain, or enlarge, the existing roads which shall be identified in the Baseline as Class A roads, Class B roads and one Class C road. Class A roads shall not be a width greater than forty (40) feet. Class B and Class C roads shall not be a width greater than fifteen (15) feet. Grantor shall describe road maintenance and any permitted enlargement in the Management Plan. The Grantor reserves the right to manage vegetation along existing roads, within thirty-three (33) feet of the edge of the travel surface. The Grantor reserves the right to maintain, or enlarge, water maintenance and diversion structures such as culverts, bridges, and waterbars to a width greater than forty (40) feet on all existing roads as necessary for compliance with Best Management Practices of the State of Maine provided such structures further the Purpose of this Conservation Easement. The Grantor reserves the right to close, restore to a more natural state, or, with Holder approval, re-locate existing roads to further the Purpose of this Conservation Easement. The right to operate, and to allow others to operate, motorized vehicles (defined as licensed, over- the- road vehicles) is only allowed on the roads so identified in the Baseline. Operation of motorized vehicles on any roads not so listed is prohibited and it is the Grantor's responsibility to enforce that prohibition. The Grantor may establish reasonable rules and regulations regarding use of roads and gates on the Protected Property that are normal and customary in its operation of Protected Property. Such maintenance and use of existing roads shall minimize adverse effects on the Conservation Values. Roads identified in the Baseline to be decommissioned shall be decommissioned by no later than December 31, 2017.

The Grantor shall submit an Activity Plan prior to any activity that enlarges, replaces structures associated with or causes the relocation of or restoration of existing roads. A long-term road maintenance plan shall be included in the Management Plan.

- 3.6 Other Motorized Vehicle Use and Trail Maintenance. ATV use is only allowed by the general public on Class A roads and the one Class C road. ATV use is also allowed on Class B roads by camp owners, their personal guests, and any needed service workers or contractors for the normal use and enjoyment of their camps. No other ATV use is allowed on the Protected Property. It is the Grantor's responsibility to enforce this restriction. Snowmobile use is allowed only on roads and ungroomed recreational snowmobile trails, except as referenced below regarding winter use on and along Musquash Stream, identified in the Baseline and it is the Grantor's responsibility to enforce this restriction. Grooming of snowmobile trails is prohibited, except on Class A roads, as necessary. Grantor reserves the right to maintain, including management of vegetation, ungroomed snowmobile trails to a condition sufficient for safe use and travel. Grantor reserves the right to close, restore to a more natural state, or with Holder approval, relocate existing ungroomed recreational snowmobile trails to further the Purpose of this Conservation Easement.

The Grantor shall submit an Activity Plan prior to relocation or restoration of existing ungroomed recreational snowmobile trails.

Grantor and Holder acknowledge there is a limited amount of existing motorized recreational access on and along Musquash Stream by snowmobiles under frozen conditions in winter, and that Grantor may continue to permit such off-trail snowmobile use except the Grantor shall manage this use to minimize adverse impacts on Conservation Values.

Use of motorized vehicles for emergency health, fire suppression, and safety purposes is allowed.

- 3.7 Ecological and Vegetation Management. Management of the Protected Property should allow for natural ecological processes to proceed with minimal interference or manipulation in order to enhance the Conservation Values of the Protected Property. However, there may be instances where planned active management is necessary to: (1) reduce threats to the natural communities and Rare, Threatened and Endangered species of flora and fauna protected by this Conservation Easement; (2) replicate or restore the natural conditions, including natural processes, that maintain those natural communities and species; (3) under emergency conditions, prevent the spread of fire beyond the Protected Property; or (4) implement permitted uses under this Conservation Easement.

Specifically, the following management activities are permitted provided that such measures are designed to minimize undue adverse effects on the Conservation Values and: (1) that such activities are addressed in the Management Plan; (2) an Activity Plan is submitted prior to the management activity; or (3) in the event of an

emergency requiring rapid response, written notification will be provided to Holder within ten (10) days of taking emergency response action. Such notice will contain all the same information that would have been included in an Activity Plan.

3.7.1. Vegetation and Animal Pest and Fire Suppression Management. The limited removal of trees and vegetation associated with permitted uses in this Section 3 is permitted. In addition, Grantor shall have the right, under and in accordance with the Management Plan, to restore or allow to revert to a natural condition, roads, building sites or other areas altered by human activity. In addition, Grantor shall have the right to remove and replant trees and vegetation solely for the purpose of protecting species, restoring damaged habitat under emergency conditions, preventing the spread of fire beyond the Protected Property, and controlling the spread of non-native diseases or blights, provided such measures are incorporated into the Management Plan and are designed to minimize adverse effects on the Conservation Values. Tree cutting and undergrowth clearing shall be minimized in keeping with the Purpose of this Conservation Easement. Under and in accordance with the Management Plan, Grantor shall have the right to control or remove by legal means for ecological reasons, Invasive Species of plant or animal, including feral domesticated animals, or to control disease outbreaks. If such control or removal involves the use of insecticides, herbicides, or other biocides, such application shall be by the narrowest spectrum, least persistent material appropriate for the target species, and shall minimize adverse effects on the Conservation Values. Emergency rapid response for fire suppression or the removal of newly identified or unanticipated rapid spread of Invasive Species may be undertaken by the Grantor without inclusion in the Management Plan. Grantor shall provide notice to Holder of any emergency rapid response activities within ten (10) days of the emergency rapid response.

The Grantor shall submit an Activity Plan prior to implementation of any management activities contemplated under this section.

3.7.2. Deer Management Area. Within the area identified in Exhibit C the Grantor shall have the right to undertake limited, non-commercial thinning for deer habitat utilizing hand tools, including chainsaws, in accordance with the Management Plan. No more than 20 acres within the Deer Management Area shall be so managed in any one calendar year period. Such activities shall not involve the use of herbicides or any other chemicals and shall be designed and implemented to minimize adverse effects on the Conservation Values. No such activities shall take place within any areas identified as exemplary natural communities by the Maine Natural Areas Program or its successor. Trees and brush harvested during such activity may be put into piles for wildlife but may not be removed from the Deer Management Area or dragged or skidded using motorized equipment.

The Grantor shall submit an Activity Plan prior to implementation of any management activities within the Deer Management Area and any plans for such

management in the upcoming year shall be specifically addressed in the Annual Meeting required under Section 7.1.1. If forest or climate conditions are no longer conducive to or necessary for such activities, or if the State of Maine lawfully determines the Protected Property is no longer within the native range of white-tailed deer, management under this section shall cease.

3.7.3. Topography and Hydrology. Grantor retains the right to alter topography or hydrology in order to maintain or enhance the Conservation Values of the Protected Property. Said right shall include the right to restore any existing building sites, roads, trails, or other disturbed areas to a more natural condition. The Grantor shall submit an Activity Plan prior to implementation of any management activities that alter topography or hydrology.

- 3.8 Carbon Credits. The Grantor hereby retains, owns, and holds legal title to and all beneficial ownership rights and uses to the following: (i) any removal, limitation, reduction, avoidance, sequestration or mitigation of any greenhouse gas association with the Protected Property and (ii) any right, interest, credit, entitlement, benefit or allowance to emit (present or future) arising from or associated with any of the foregoing, including without limitation the exclusive right to be issued carbon offset credits, California Carbon Offsets (CCOs), or Climate Reserve Tonnes (CRTs) by a third party entity.

The Grantor may in the course of benefitting from this retained right retain the right to place temporary or permanent plot markers and ancillary equipment associated with the project, provided that they minimize adverse effects on the Conservation Values. The Grantor shall submit an Activity Plan prior to the placement of any permanent plot markers or ancillary equipment associated with the project.

- 3.9 Activity Plans. When an Activity Plan is required under this Section 3, the Grantor shall submit the Activity Plan to the Holder, for review by the Holder, at least thirty (30) days before commencing the activity that is the subject of the Activity Plan. (For activities lasting more than one (1) year, the Grantor shall submit an updated Activity Plan at least thirty (30) days prior to each anniversary of the date of the previous Activity Plan.) Approval by the Holder of the activity that is the subject of the Activity Plan is not required for the activity to proceed; provided, however, that if, in the opinion of the Holder, the activity that is the subject of the Activity Plan is inconsistent with the Conservation Values and would violate the terms of this Conservation Easement, the Holder shall so notify the Grantor prior to the date on which the activity is scheduled to commence.

- 3.10 No Required Uses. No uses which are permitted in this Conservation Easement shall be deemed as required uses of the Protected Property by the Holder or any other party.

4. **BASELINE DOCUMENTATION REPORT**. The Baseline Documentation Report includes, as of the date of this Conservation Easement, documentation of the current

knowledge of the physical, and biological condition of the Protected Property, its physical improvements, and the special sites and resources that may require special protection or management, including but not limited to all such information as it relates to documenting the values contained in the Conservation Values. The Parties acknowledge and agree that prior to the date of this Conservation Easement, the Holder has prepared and completed the Baseline Documentation Report for the Protected Property, and that the Grantor has acknowledged in writing to the Holder the accuracy of the Baseline Documentation Report.

5. **MANAGEMENT PLAN.** A Management Plan including a general description of the Grantor's actions for its management of the Protected Property relative to achieving the Purpose and terms of this Conservation Easement will be prepared and periodically updated, at a minimum every ten (10) years, by the Grantor including long-term planned management for the Deer Management Area. The Management Plan shall include a general description of future planned activities over the next ten years that will meet the goals and objectives of this Conservation Easement. The Grantor will provide a copy of the Management Plan to the Holder within twelve (12) months of the granting of this Conservation Easement, and within thirty (30) days of any subsequently adopted, revised Management Plan. Grantor shall describe and map in the Management Plan all known Endangered, Threatened, and Special Concern wildlife designated under state or federal law, and rare plants and rare or exemplary natural communities as identified by the Maine Natural Areas Program or its successor. If Grantor identifies, or becomes aware of, any such Endangered, Threatened, and Special Concern wildlife designated under state or federal law, and rare plants and rare or exemplary natural communities as identified by the Maine Natural Areas Program or its successor subsequent to the completion of the initial Management Plan, Grantor shall amend the Management Plan to add such features within one (1) year of their discovery or recognition. The Management Plan shall also be amended to include any Activity Plans prepared or any emergency actions taken pursuant to this Conservation Easement during the prior year.

Holder will have the right but not the obligation to review the Management Plan for consistency with the Purpose and terms of this Conservation Easement. If the Holder finds that any portion of the Management Plan is inconsistent with the terms of this Easement or that resulting activities could result in a violation of this Conservation Easement, the Holder will provide written comments to the Grantor identifying and explaining such inconsistencies, but it is acknowledged that the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement. The Holder has no right of approval over the Management Plan.

6. **RESTRICTED USES OF THE PROTECTED PROPERTY.** Other than the permitted uses described in Section 3 above, there shall be no residential, commercial, agricultural, farming, ranching, forest management, timber extraction, mineral extraction or industrial uses of the Protected Property, specifically:
 - 6.1. Extinguishment of Development or Mitigation Rights. All rights to develop or use the Protected Property that are prohibited by or inconsistent with this Conservation Easement are extinguished, and cannot be used to transfer development rights to other land, or to permit increased development or natural resource use or removal on other

land, or to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation, on land not subject to this Conservation Easement, except as provided for in Section 3.8 regarding carbon credits.

- 6.2. The Use of Motorized Vehicles. The use of All Terrain Vehicles (ATVs), motorcycles, snowmobiles, snowmobile groomers, or any other motorized vehicle is prohibited within the Protected Property except as provided for in Sections 3.5 and 3.6. No new motorized trails may be created.
- 6.3. Division. The Protected Property shall remain in its current configuration without division, partition, or other division into parcels or lots that results in the transfer or conveyance by deed, lease or contract of any portion of the Protected Property into separate ownership or control from the remainder of the Protected Property, except as follows (each a "Permitted Division"):
 - 6.3.1. Conveyances to Resolve Boundary Disputes. The Grantor may convey portions of the Protected Property to abutters to the extent necessary to resolve bona fide boundary disputes, provided that the total acreage of land protected under this Conservation Easement shall not be materially reduced by such a conveyance unless required by a court order; and
 - 6.3.2. Conveyances to Conservation Organizations and Agencies. The Grantor may divide the Protected Property in order to transfer any portion of the Protected Property to the State of Maine, or another entity that meets the requirements set forth in Section 13, for permanent conservation ownership by such a qualified entity, subject to the terms of this Conservation Easement. Division or transfer resulting in two ownerships under the easement is allowed without additional contributions to the Holder's Stewardship Endowment. Any subsequent division, subdivision or transfer that results in more than two ownerships is allowed only by mutual agreement of Holder and Grantor and shall require an appropriate contribution to the Holder's Stewardship Endowment that is commensurate with the projected expenses associated with the Holder's additional stewardship responsibility, as determined by the Holder at the time of the transfer.
- 6.4. Structures, Improvements and Utilities. As of the date of this Conservation Easement all known structures, improvements and utilities are documented in the Baseline, which existing structures, improvements and utilities may be maintained and replaced with substantially similar structures, improvements and utilities in substantially the same locations, or as otherwise permitted hereinafter. No new structures, improvements, or utilities of any kind, temporary or permanent, may be located or created on the Protected Property, except that the Grantor reserves the following rights:
 - 6.4.1. Minor Structures. The Grantor reserves the right to install minor, small scale structures, as such structures are defined in Section 3.2, to enhance the opportunity for Traditional Non-intensive Outdoor Recreation by the general

public, and as necessary for the management of such uses as described in Section 3 provided that all such structures are consistent with the Purpose of this Conservation Easement.

- 6.4.2. Return of Site to Natural Condition. When structures, improvements and utilities are no longer in use, and the lack of use results in a danger to human health or the environment, or conflicts with the Purpose of this Conservation Easement, then the unused structures, improvements and utilities shall be removed, unless this requirement is waived by the Holder, at the Grantor's cost and expense, and the site shall be allowed to return to a natural condition.
- 6.4.3. Surface Alterations. As of the date of this Conservation Easement, there are no surface alterations on the Protected Property except for unpaved trails, skid trails, unpaved woods roads and timber landing areas, erosion control systems, roads and parking areas, gravel pits, and alterations associated with existing structures (collectively "Surface Alterations"), as shown in the Baseline. No additional filling, dumping, excavation, new roads, or other alteration may be made to the surface or subsurface of the Protected Property or to its surface or ground waters, or wetlands; except that the Grantor reserves the following rights, provided that in every case the disturbed surrounding area must be restored as soon as reasonably possible to a state consistent with the Conservation Values.
 - 6.4.3.1. The Grantor reserves the right, which may involve the use of motorized equipment, to maintain existing surface alterations, remediate erosion on trails, retire existing roads, and the right to alter the surface of the Protected Property to the minimum extent necessary to exercise the rights reserved in this Conservation Easement.
 - 6.4.3.2. The Grantor reserves the right to close, restore, or, with Holder approval, relocate roads to further the Purpose of this Conservation Easement. The Grantor may also allow the relocation, improvement, and use of roads as legally required by the retained rights of any third party.
- 6.5. Excavation of Minerals, Geothermal Resources and Hydrocarbon. There shall be no exploration for, or development and extraction of, geothermal resources, minerals, hydrocarbon, groundwater, or any other deposits by any surface or sub-surface mining or any other method on the Protected Property.
- 6.6. Waste; Hazardous Substance. There shall be no placing, filling, storing or dumping on the Protected Property of rubbish, garbage, debris, waste materials, landfill, or any hazardous substance, except as follows:
 - 6.6.1. Use of Hazardous Materials. The Grantor may use and transport in appropriate containers, designed and maintained to avoid spillage or other contamination of the surrounding environment, hazardous substances generated or used in connection with permitted management activities (including oil, gasoline,

pesticides and other chemicals) and upon cessation of the use of such materials, shall remove such material from the Protected Property as soon as reasonably possible. Storage of hazardous materials is prohibited except for limited temporary storage for a specific planned use allowed under this Conservation Easement and which shall be consistent with maintaining the Conservation Values.

6.6.2. Storage and Removal of Rubbish, Garbage, Debris, and Waste Materials. The Grantor shall collect and store in appropriate containers rubbish, garbage, debris, and waste materials generated in connection with management activities and shall remove such material from the Protected Property at reasonable intervals, which will be no less frequently than annually. The Grantor shall establish policies to provide for the removal of rubbish, garbage, debris and waste materials resulting from permitted activities, including recreational activities by the public.

7. RIGHTS AND OBLIGATIONS OF THE HOLDER FOR MONITORING AND ENFORCEMENT PURPOSES. To accomplish the Purpose, the following rights and easements are granted to and obligations imposed upon the Holder:

7.1. Affirmative Rights and Obligations of the Holder related to Monitoring, Enforcement and Administration. The Holder shall have the right to assure compliance with the terms of this Conservation Easement. In connection with such right, the Holder shall have the right to enter the Protected Property at any reasonable time and in any reasonable manner, being the same rights of entry and manner as afforded the Grantor through provisions of this Conservation Easement and over any and all rights of way and roads over which the Grantor has rights of access, subject to the requirement of this paragraph, for the purposes of inspection, monitoring, enforcement and remedying any violations of this Conservation Easement.

7.1.1. Annual Meeting. Absent an agreement to the contrary, the Grantor and the Holder, or their designees, shall meet annually at a date, location and time convenient for the parties to review the Grantor's management activities, the Holder's monitoring activities, and discuss any questions or concerns regarding the Protected Property and the exercise of the rights by either party under this Conservation Easement. The Grantor shall review with Holder any planned management activities in the upcoming year in the Deer Management Area.

7.1.2. Reports and Records. The Holder shall keep on file and provide to the Grantor reports made in connection with the Holder's monitoring of the condition of the Protected Property and Grantor's compliance with the terms of this Conservation Easement. The Holder shall also keep on file all documents pertinent to the interpretation and enforcement of this Conservation Easement.

7.1.3. Access by Roads. Vehicular access shall only be over open roads (i.e., those roads that the Grantor has not abandoned or ceased to use for the Grantor's management of the Protected Property). If the Grantor has gated roads, but

utilizes the roads beyond the gates, the Grantor shall provide the Holder with vehicular access through the gates and on and across such roads. Further, the Holder shall not use roads in a manner that could reasonably be anticipated to result in road damage with the exception of reasonable wear and tear.

- 7.1.4. No Obligation to Create or Maintain Access. The Grantor is under no obligation to create or maintain vehicular access for the Holder or any other entity or individual. Further, the Holder's rights of access do not include any rights of construction or maintenance related to vehicular access or any other affirmative right to undertake site alteration or to place access-related structures or improvements on the Protected Property or on any other lands of the Grantor.
- 7.1.5. No Separate Assignment. The Holder's access rights are not assignable except in connection with the permitted assignment by the Holder of this Conservation Easement.
- 7.1.6. Holder's Stewardship Endowment. As part of the grant of this Conservation Easement, the Grantor has transferred funds to the Holder to support the Holder's stewardship oversight program in recognition of Holder's commitment to ensuring that the terms of this Conservation Easement are met. The Holder will manage these funds according to an agreement signed by both Parties, and made part of the Baseline. In the event the Holder assigns this Conservation Easement to a third party, the Holder shall transfer funds to such third party, according to that signed agreement, to similarly support ongoing stewardship oversight of the easement.

8. THE HOLDER'S REMEDIES.

- 8.1. Notice of Violation; Corrective Action. If the Holder becomes aware of a violation of this Conservation Easement, the Holder shall notify the Grantor of such violation and request that the Grantor cure the violation, and, if the violation involves damage to the Protected Property resulting from any use or activity that the Holder determines, in its reasonable judgment, to be inconsistent with the Purpose, that the Grantor restore, to the extent practicable, the portion of the Protected Property so damaged to a condition substantially similar to that which existed prior to the violation.
- 8.2. Injunctive Relief. If the Grantor does not cure the violation within thirty (30) days after receipt of notice thereof from the Holder, or under circumstances where the violation cannot reasonably be cured within said period, does not begin curing such violation within said period, and/or does not continue diligently to cure such violation until finally cured, the Holder may, after fifteen (15) days' notice to the Grantor, bring an action at law or in equity in court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Protected Property to the condition substantially similar to that which existed prior to injury to the extent such restoration is practicable.

- 8.3. Damages. In the event of a judicial determination that the Grantor has violated this Conservation Easement, the Holder will be entitled to recover reasonable damages for violation of the terms of this Conservation Easement, including reasonable attorneys' fees and expenses.
- 8.4. Emergency Enforcement. If the Holder, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property resulting from an alleged violation of the terms of this Conservation Easement, the Holder may, with prior notice to the Grantor, enter upon the Protected Property for the purpose of assessing damage or threat to the Conservation Values thereon resulting from a violation of the terms of this Conservation Easement and determining the nature of curative or mitigation actions that should be taken; and pursue its remedies under this Section with at least twenty-four (24) hours' prior notice to the Grantor, but without waiting for the cure or notice period provided under this Section to expire.
- 8.5. Costs of Enforcement. In the event that a circumstance of noncompliance with the Conservation Easement is corrected through negotiation and voluntary compliance, the party who was not complying shall reimburse the other party for all reasonable costs incurred in investigating the non-compliance and securing its correction. In the event that a dispute is resolved through judicial enforcement, the prevailing party shall be entitled to an award of its reasonable costs, including attorneys' fees and any other payments ordered by such decision-maker. In all other circumstances, each party shall bear its own costs of dispute resolution.

9. Dispute Resolution

- 9.1. Conditions for Required Alternative Dispute Resolution ("ADR"). Prior to bringing an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, the parties shall seek to resolve the dispute through mediation if the Holder determines, in its reasonable discretion, that the following conditions (the "ADR Conditions") are met:
- i. The Grantor agrees not to proceed with the disputed use or activity pending resolution of the dispute, and
 - ii. No injury to the Protected Property arising from or caused by the disputed use or activity will occur while the parties are engaging in the ADR process.

The harmful actions of third parties which the Grantor cannot prevent or terminate by reasonable effort shall not prevent the use of ADR under this section 9.1.

- 9.2. Conditional Waiver of Right to Litigate. In submitting the dispute to mediation the parties acknowledge they are temporarily, voluntarily waiving their rights to litigate the dispute in a court of law, so long as the ADR Conditions are being met. In the event either of the ADR Conditions is violated, the Holder shall have the immediate

right to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, as is more fully set forth in Section 10.B, above.

- 9.3 Conditions for ADR By Mutual Agreement of the Holder and Grantor. Regardless of whether the ADR Conditions are met, the parties by mutual agreement may, in addition to mediation, submit the dispute to other forms of ADR such as binding or non-binding arbitration. By mutual agreement, other conditions may be set under which the process of ADR would proceed. The violation of these additional conditions by one of the parties would give the other party the right to immediately proceed with an action in law or equity.
- 9.4 Dispute Resolution. The procedure the parties shall use for mediation is as follows:
- i. Either party may serve the other with a written request for mediation. A mediation session shall be scheduled no later than sixty (60) days after the date of the request if the Holder determines that the ADR Conditions are met or unless the parties agree otherwise.
 - ii. Mediation shall be conducted by a mediator mutually agreeable to Holder and Grantor who is on the Superior Court roster maintained by the Maine Court Alternative Dispute Resolution Service (CADRES) (or successor or alternative entity that meets mediation standards recognized under state law).
 - iii. If the parties cannot agree on a mediator, they shall each pick a mediator, and those two mediators shall select a third mediator who alone shall actually conduct the mediation.
 - iv. The costs of mediation shall be shared equally by the parties unless otherwise agreed or unless reimbursement to Holder is applicable under Section 8 herein.
- 9.5 The Holder's Discretion. Enforcement of the terms of this Conservation Easement shall be at the discretion of the Holder, and any forbearance by the Holder to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by the Grantor shall not be deemed or construed to be a waiver by the Holder of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the Holder's rights under this Conservation Easement. No delay or omission by the Holder in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.
- 9.6 Acts Beyond the Grantor's Control. The Grantor shall be responsible for, and the Holder shall have the right to enforce the terms of this Conservation Easement against the Grantor with respect to violations of the terms of this Conservation Easement caused by the Grantor, its successors or assigns, or their respective officers, directors, trustees, members, employees, contractors and agents or by any person or entity who

enters or occupies the Protected Property with the express permission of the Grantor or pursuant to a contractual relationship with the Grantor. Notwithstanding any provision of this Conservation Easement to the contrary, the Grantor shall not be responsible or liable for any remediation, restoration, damages, cost and/or expenses in any way caused by third parties (except those described in the preceding sentence) or the public, except as required by state or federal laws or regulations. Nothing contained in this Conservation Easement shall be construed to entitle the Holder to bring any action against the Grantor for any injury to or change in the Protected Property resulting from causes beyond the Grantor's control, including, government action, fire, flood, storm, changes in climatic condition, catastrophic insect infestation, disease, acid rain or other airborne pollutants introduced into the atmosphere by third parties, naturally occurring earth movement and other similar natural events, or from any prudent action taken by the Grantor under what the Grantor reasonably and in good faith perceives to be emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Nothing contained in this Conservation Easement shall be construed to entitle the Holder to bring any action against the Grantor for any injury to or change in the Protected Property or any injury to any person or property resulting from the actions of the Holder or resulting from the actions of any person whose presence on the Protected Property arises out of the exercise of the Holder's affirmative rights.

10 OTHER RIGHTS NOT IMPAIRED OR ENLARGED.

- 10.3 No Other Enforcement Rights. This Conservation Easement shall not be construed to entitle any person or entity other than the Holder or its duly authorized agents to enforce any of the terms or conditions of this Conservation Easement against the Grantor, except in connection with the permitted assignment by the Holder of this Conservation Easement as permitted in Section 13.
- 10.4 No Additional Assumption of Responsibility. Nothing in this Conservation Easement shall be interpreted as an assumption of responsibility by, or basis for liability on the part of, the Grantor for any injury to person or damage to property or loss of life that may be sustained by any person while on the Protected Property pursuant to the Conservation Easement granted hereunder to the Holder or sustained by any such person as a result of any entry on or use of the Protected Property by any persons other than the Grantor, its agents, employees, contractors, licensees and invitees. The Grantor specifically retains all the protections provided under Maine law to owners of land, including, the protections contained in 14 M.R.S. § 159-A.
- 10.5 Private Action. Actions taken by the Grantor on the Protected Property after the date of this Conservation Easement shall continue to be treated as private action and not public action (in other words, not the action of the federal, state, or local government) for the purposes of laws and regulations governing public lands, including, the Endangered Species Act, 16 U.S.C.A. §§ 1531, et seq., and the National Environmental Policy Act, 42 U.S.C.A. §§ 4321, et seq. In the event that any interests acquired by the Holder are subject to compliance with any law or regulation,

said compliance shall not limit, delay, or otherwise interfere with the rights of the Grantor as set forth in this Conservation Easement.

- 10.6 No Enlargement or Extension of the Holder's Rights. No right granted to the Holder and no right or restriction enforceable by the Holder arising under this Conservation Easement shall be enlarged, extended, or otherwise altered in any manner adverse to the right, title and interest of the Grantor through prescription, adverse use, waiver, laches or any failure of the Grantor to enforce its rights.
- 10.7 Rights against Third Parties. Nothing contained in this Conservation Easement shall be construed to preclude the Grantor's and the Holder's rights to recover damages from any third party for trespass or other violation of their respective rights in this Conservation Easement and the Protected Property. The parties agree to cooperate with and to join in such actions as are necessary to prevent the unlawful use of the Protected Property by third parties, which may include taking legal action against third parties who trespass.
- 10.8 Additional Conservation Actions. Nothing contained in this Conservation Easement shall be construed either to limit the Grantor's rights to take additional conservation actions, such as further restrictions on the use of all or a portion of the Protected Property in order to protect the resources and Conservation Values of the Protected Property.
- 10.9 Taxes. Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and avoid the imposition of any liens that may impact the Holder's rights hereunder. Grantor shall keep the Protected Property free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

11 CONDEMNATION. If all or any part of the Protected Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Holder shall act jointly to recover compensation. All awards shall be used first to reimburse all expenses reasonably incurred by Grantor and Holder in connection with the taking or in lieu purchase, secondly to cover increased stewardship costs of the remaining property to the Holder as a result of the taking, and thirdly spent for the protection of conservation lands of mutual interest to both Grantor and Holder, consistent, as nearly as possible, with the Purpose of this Conservation Easement. If only a portion of the Protected Property is subject to such exercise of the power of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Protected Property.

12 AMENDMENT AND DISCRETIONARY CONSENTS. Grantor and Holder acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of

this Easement. Holder therefore may determine whether (1) proposed uses or proposed improvements not contemplated by or addressed in this Easement or (2) alterations in existing uses or structures, are consistent with the Purpose of this Easement. Any legally permissible amendment hereto, and any discretionary consent by Holder contemplated by this Conservation Easement, may be granted only if the Holder has determined in its reasonable discretion that the proposed use furthers or is not inconsistent with the Purpose of this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement on the Conservation Values. Holder has no right or power to consent to any prohibited or restricted use on the Protected Property other than that which is expressly allowed herein; that would be inconsistent with the Purpose of this Conservation Easement or limit the term or terminate this Conservation Easement; that would impair the qualification of this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S. Section 476 et seq., and/or Section 170(h) or 501(c)(3) of the Internal Revenue Code, or successor provisions thereof. This Conservation Easement may not be terminated or amended in such a manner as to materially detract from the Conservation Values intended for protection without the prior approval of the court in an action in which the Attorney General is made a party. Amendments will become effective upon recording at the Washington County Registry of Deeds.

Nothing in this Conservation Easement may be construed to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government agency having jurisdiction over the Protected Property, nor to prohibit the imposition of further land use restrictions by agreement of the parties or by operation of law, provided, however, that any activity already in practice on the Protected Property at the time of any such future laws and regulations may be continued to the extent that the concept of 'grandfathering' under any applicable law would allow the continuation of any such activity.

- 13 ASSIGNMENT.** This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation Purpose of this grant. Grantor shall have the right to ninety (90) days' notice of any such proposed assignment and the right of approval of any such assignment, which approval shall not unreasonably be withheld, except, the Grantor agrees that assignment of this easement to the State of Maine, Department of Agriculture, Conservation, and Forestry, Bureau of Parks and Lands or its successor agencies shall not require the prior approval of the Grantor.
- 14 SUBSEQUENT TRANSFERS.** Except as specifically provided in Section 6.3, nothing in this Conservation Easement shall be construed to prevent Grantor from selling or otherwise conveying or transferring the Protected Property or any in common and undivided interest in the Protected Property to a third party, subject to the terms of this Conservation Easement. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or a

portion of the Protected Property, including a security or leasehold interest. Grantor agrees to give written notice to Holder of the transfer of any interest in the Protected Property ninety (90) days prior to the date of such transfer. Grantor shall provide Holder documentation recorded at any registry of deeds upon completion of such transfer. The failure of Grantor to perform any act required by this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

15 MERGER. The Grantor and Holder agree that the terms of this Conservation Easement shall survive any merger of the fee and conservation easement interest in the Protected Property.

16 NOTICES. All notices under this Conservation Easement shall be effective upon receipt or refusal if in writing and delivered by hand or sent by mail, postage prepaid, certified or registered mail, return receipt requested, or overnight delivery service providing proof of receipt, addressed as follows

To Grantor:

Downeast Lakes Land Trust
c/o Executive Director
4 Water Street
Grand Lake Stream, ME 04668

At the address of the owner(s) of record as noted hereinabove or as provided by Grantor in writing.

To Holder:

Forest Society of Maine
c/o Executive Director
115 Franklin Street, 3rd Floor
Bangor, Maine 04401

At the address of the holder(s) of record as noted hereinabove or as provided by Holder in writing.

In the event that notice mailed to Holder or to Grantor at the last address on file with Holder is returned as undeliverable, the Holder shall provide notice by regular mail to Grantor's last known address on file with the taxing authority with jurisdiction over the Protected Property; or in the case of Holder, or in the case of a corporate Grantor, to the address on file with the Secretary of State, State of Maine, and the mailing of such notice shall be deemed compliance with the notice provisions of this Conservation Easement.

17 RECORDING. This Conservation Easement shall be recorded by Holder at its expense in the Registry of Deeds, Washington County, Maine. Holder may re-record this Conservation

Easement at Holder's expense at any time as may be required to preserve its rights in this Conservation Easement.

18 GENERAL PROVISIONS.

- 18.1 Controlling Law; Compliance with Laws. This Conservation Easement is created pursuant to Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, Sections 476 through 479-C, inclusive and shall be construed in accordance with the laws of the State of Maine.
- 18.2 Including; Any. As used in this Conservation Easement, the words "include" or "including" means "including without limitation", and "any" means "any and all."
- 18.3 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose and the policy of 33 M.R.S. §§ 476 and 479-C inclusive, as amended. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 18.4 Severability. If any provision of this Conservation Easement, or its application to any person or circumstance, is found to be invalid, the remainder, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby so long as the Purpose of this Conservation Easement can still be carried out.
- 18.5 Entire Agreement. This Conservation Easement contains the entire agreement of the parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged in this Conservation Easement. This Conservation Easement may not be amended except as provided in Section 12.
- 18.6 No Forfeiture. Nothing contained herein is intended to result in a forfeiture or reversion of Grantor's fee title in any respect.
- 18.7 Successors. This Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.
- 18.8 Captions. Captions used in this Conservation Easement are solely for convenience of reference and shall not be used for construction or interpretation.
- 18.9 Counterparts. Each party may execute this Conservation Easement in counterparts, and each counterpart shall be deemed an original instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

18.10 Construction. In all matters of interpretation, whenever necessary to give effect to any clause of this agreement, the neuter, masculine and feminine include each other, and the singular includes the plural, and the plural includes the singular.

This Conservation Easement is granted to Holder subject to all rights and reservations of record.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 28th day of JUNE, 2016.

DOWNEAST LAKES LAND TRUST

Becky Santore
Witness

By: [Signature]
Its: Executive Director
DAVID MONTAGUE

State of Maine
SS:

JUNE 28th, 2016

Personally appeared before me and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of Downeast Lakes Land Trust.

Before me,

[Signature]

Notary Public
Printed Name: **ERYN L. CROWE**
My Commission Expires: **Notary Public • State of Maine**
My Commission Expires June 12, 2019

SEAL



HOLDER ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by the Forest Society of Maine, the Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Alan Hutchinson, its Executive Director hereunto duly authorized, this 30th day of JUNE, 2016.

Forest Society of Maine

[Signature]
Witness

State of Maine
SS:

By: [Signature]
Its: Executive Director
Alan Hutchinson
June 27th, 2016

Alan Hutchinson personally appeared before me and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of Forest Society of Maine.

Before me,

[Signature]
Notary Public Danielle Hewes

Printed Name:

My Commission Expires: Nov. 20, 2021

DANIELLE M. HEWES
Notary Public State of Maine
My Commission Expires November 20, 2021



EXHIBIT A

A description of the Protected Property.

**SCANNED FROM
POOR ORIGINAL**

**Real Property Description
Downeast Lakes Land Trust
Ecological Reserve Easement
Grand Lake Stream Plantation &
Township 6 North Division BPP
Washington County, Maine**

A certain lot or parcel of land with the improvements thereon situate in the Towns of Grand Lake Stream Plantation & Township 6 North Division BPP, County of Washington, State of Maine, more particularly described as follows:

Beginning at an iron rod set in 2014 on the north shore of West Grand Lake on the West Town Line of Grand Lake Stream Plantation, said iron rod bearing N 13° 02' 40" W, a distance of 10 feet more or less from the high water line of West Grand Lake, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 576,543.53 U.S. Survey Feet and an Easting of 1,164,463.95 U.S. Survey Feet;

Thence N 13° 02' 40" W by and along the West Town Line of Grand Lake Stream Plantation, a distance of 1468.52 feet to an iron rod set in 2014;

Thence N 87° 12' 20" E, a distance of 170.54 feet, to an iron rod set in 2014, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 577,982.47 U.S. Survey Feet and an Easting of 1,164,302.78 U.S. Survey Feet;

Thence N 87° 12' 20" E, a distance of 17 feet, more or less, to the centerline of a gravel road;

Thence in a northerly, easterly, then southerly direction by and along the centerline of said gravel road, 5,730 feet more or less, to an intersection of gravel roads, which intersection is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 579,170 U.S. Survey Feet and an Easting of 1,168,465 U.S. Survey Feet;

Thence in an easterly direction by and along the centerline of said gravel road, 310 feet, more or less to a point, which point is located N 74° 27' 40" W, a distance of 39 feet, more or less, from an iron rod set in 2014;

Thence S 74° 27' 40" E, a distance of 39 feet, more or less, to an iron rod set in 2014, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 579,102.71 U.S. Survey Feet and an Easting of 1,168,797.01 U.S. Survey Feet;

Thence S 74° 27' 40" E, a distance of 3,925.49 feet, to an iron rod set in 2014, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 578,051.16 U.S. Survey Feet and an Easting of 1,172,579.04 U.S. Survey Feet;

Thence S 74° 27' 40" E, a distance of 38 feet, more or less, to the centerline of a gravel road;

Thence in a northerly, easterly, then northerly direction by and along the centerline of said gravel road, 5,080 feet, more or less, to an intersection of said gravel road with the Amazon Road, so called, which intersection is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 581,115 U.S. Survey Feet and an Easting of 1,175,830 U.S. Survey Feet;

Thence in a southeasterly direction by and along the centerline of said Amazon Road, 10,070 feet, more or less, to the north line of a gravel extraction area, said gravel extraction area being depicted on a plan entitled "Survey Plan of a Proposed Conservation Easement on lands of GLS Woodlands LLC" and recorded in the Washington County Registry of Deeds Cabinet 3, Drawer 21, Plan No. 63;

Thence N 59° 35' 34" E by and along the north line of the gravel extraction area, a distance of 147 feet, more or less, to an iron rod, said iron rod bearing N 59° 35' 34" E, a distance of 170.61 feet, from an iron rod, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 573,764.6 U.S. Survey Feet and an Easting of 1,181,642.4 U.S. Survey Feet;

Thence S 44° 02' 58" E by and along the east line of the gravel extraction area, a distance of 438.85 feet, to an iron rod;

Thence S 65° 33' 13" W by and along the south line of the gravel extraction area, a distance of 366 feet, more or less, to the centerline of the Amazon Road;

Thence in a southeasterly direction by and along the centerline of said Amazon Road, 11,400 feet more or less, to a point on the north line of Milford Road as it is depicted on a Maine Department of Transportation Right of Way Map entitled "Maine State Highway Commission Right of Way Map, State Highway 763," designated as State Project Number 763/502, Dated April, 1967;

Thence N 47° 38' 20" E by and along the north line of the Milford Road, a distance of 75 feet, more or less, to an iron rod set in 2014, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 565,657.63 U.S. Survey Feet and an Easting of 1,189,642.04 U.S. Survey Feet;

Thence N 47° 38' 20" E by and along the north line of the Milford Road, a distance of 890.54 feet;

Thence along a curve turning to the left by and along the north line of the Milford Road, with an arc length of 379.99 feet, with a radius of 5,679.65 feet, with a chord bearing of N 45° 43' 27" E, with a chord length of 379.92 feet;

Thence N 43° 48' 27" E by and along the north line of the Milford Road, a distance of 383.44 feet;

Thence S 46° 11' 33" E by and along the north line of the Milford Road, a distance of 17.00 feet;

Thence N 43° 48' 27" E by and along the north line of the Milford Road, a distance of 249.69 feet;

Thence along a curve turning to the right by and along the north line of the Milford Road, with an arc length of 1,122.94 feet, with a radius of 5,533.00 feet, with a chord bearing of N 49° 37' 18" E, with a chord length of 1,121.02 feet;

Thence N 55°34'08" E by and along the north line of the Milford Road, a distance of 617.93 feet;

Thence along a curve turning to the left by and along the north line of the Milford Road, with an arc length of 197.49 feet, with a radius of 3,787.00 feet, with a chord bearing of N 54° 04' 29" E, with a chord length of 197.46 feet to an iron rod set in 2014, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 568,159.50 U.S. Survey Feet and an Easting of 1,192,546.20 U.S. Survey Feet;

Thence N 37° 34' 50" W, a distance of 726.06 feet to an iron rod set in 2014;

Thence N 19° 32' 56" E, a distance of 1,588.14 feet to an iron rod set in 2014;

Thence N 10° 02' 15" E, a distance of 1,207.27 feet to an iron rod set in 2014;

Thence N 88° 55' 46" E, a distance of 235.52 feet to an iron rod set in 2014;

Thence S 15° 09' 03" E, a distance of 197.58 feet to an iron rod set in 2014;

Thence S 25° 25' 08" E, a distance of 1,004.50 feet to an iron rod set in 2014;

Thence S 68° 55' 47" W, a distance of 520.04 feet to an iron rod set in 2014, said rod being located on a 33 foot easterly offset from the centerline of a gravel road;

Thence along the 33 foot easterly offset S 03° 24' 00" E, a distance of 327.00 feet, to a point;

Thence along the 33 foot easterly offset S 13° 04' 30" E, a distance of 313.36 feet, to a point;

Thence along the 33 foot easterly offset S 16° 59' 10" W, a distance of 157.13 feet, to an iron rod set in 2014;

Thence S 30° 54' 00" E, a distance of 561.55 feet to an iron rod set in 2014 on the north line of the Milford Road;

Thence along a curve turning to the right by and along the north line of the Milford Road, with an arc length of 774.30 feet, with a radius of 3,080.00 feet, with a chord bearing of N 63° 31' 33" E, with a chord length of 772.27 feet;

Thence N 70° 43' 40" E by and along the north line of the Milford Road, a distance of 397.20 feet;

Thence along a curve turning to the right by and along the north line of the Milford Road, with an arc length of 363.87 feet, with a radius of 2,533.00 feet, with a chord bearing of N 74° 50' 35" E, with a chord length of 363.56 feet;

Thence N 78° 57' 30" E by and along the north line of the Milford Road, a distance of 263.91 feet;

Thence along a curve turning to the left by and along the north line of the Milford Road, with an arc length of 174.16 feet, with a radius of 2,467.00 feet, with a chord bearing of N 76° 56' 10" E, with a chord length of 174.12 feet;

Thence N 74° 54' 49" E by and along the north line of the Milford Road, a distance of 6.74 feet;

Thence N 15° 05' 11" W by and along the north line of the Milford Road, a distance of 16.21 feet to a point on the north line of the Milford Road as it is depicted on a Maine Department of Transportation plan entitled "State of Maine Department of Transportation Right of Way Map, Princeton Road, Grand Lake Stream Plt., Washington County, Federal Aid Project No. STP-BR-5860(00)X" dated May 1996, and recorded in the Washington County Registry of Deeds Plan Book Sh13, Page 47, which point is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 569,553.71 U.S. Survey Feet and an Easting of 1,195,259.06 U.S. Survey Feet;

Thence N 74° 54' 49" E by and along the north line of the Milford Road, a distance of 330 feet, more or less, to the thread of Big Musquash Stream also being the western line of lands of the Passamaquoddy Tribe as described in a deed from Webber et al. dated April 22, 1988 and recorded in the Washington County Registry of Deeds Volume 1517, Page 112;

Thence in a northerly, westerly, then northwesterly direction by and along the thread of said Musquash Stream also being the westerly boundary of lands of the Passamaquoddy Tribe, 19,450 feet, more or less, crossing the outlet of Flipper Creek, to the confluence of the East Branch of Big Musquash Stream and the West Branch of Big Musquash Stream, which confluence is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 576,955 U.S. Survey Feet and an Easting of 1,184,585 U.S. Survey Feet;

Thence in a northerly direction by and along the thread of said Musquash Stream also being the westerly boundary of lands of the Passamaquoddy Tribe, 22,770 feet, more or less, crossing the outlet of Amazon Brook, to a point, said point bearing S 65° 04' 19" E, a distance of 60 feet, more or less, from an iron rod,

Thence N 65° 04' 18" W, a distance of 60 feet, more or less, to an iron rod, said iron rod marking the southeast corner of the Musquash Stream Lease Lot as depicted on a plan entitled

“Survey Plan of a Proposed Conservation Easement on lands of GLS Woodlands LLC” and recorded in the Washington County Registry of Deeds Cabinet 3, Drawer 21, Plan No. 64, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 592,122.1 U.S. Survey Feet and an Easting of 1,177,925.5 U.S. Survey Feet;

Thence N 65° 04' 18" W by and along the south line of the Musquash Stream Lease Lot, a distance of 203.97 feet to an iron rod;

Thence N 35° 00' 01" E by and along the west line of the Musquash Stream Lease Lot, a distance of 174.13 feet to an iron rod;

Thence S 64° 13' 09" E by and along the North line of the Musquash Stream Lease Lot, a distance of 291.37 feet to an iron rod, said rod bearing N 60° 06' 49" E, a tie line distance of 204.47 feet to the first mentioned iron rod marking the southeast corner of the Musquash Stream Lease Lot;

Thence S 64° 13' 09" E, a distance of 116 feet, more or less, to the thread of West Branch Big Musquash Stream and the westerly boundary of the lands of the Passamaquoddy Tribe;

Thence in a northerly direction by and along the thread of said Musquash Stream also being the westerly boundary of lands of the Passamaquoddy Tribe, 2,330 feet more or less, to a point on the North Town Line of Grand Lake Stream Plantation, which point is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 594,285 U.S. Survey Feet and an Easting of 1,177,700 U.S. Survey Feet;

Thence S 77° W by and along the North Town Line of Grand Lake Stream Plantation, crossing Otter Brook, a distance of 3,670 feet, more or less, to an iron rod, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 593,471.92 U.S. Survey Feet and an Easting of 1,174,119.74 U.S. Survey Feet;

Thence S 77° W by and along the North Town Line of Grand Lake Stream Plantation, a distance of 19 feet, more or less, to a point in the centerline of a gravel road;

Thence in a southerly direction by and along the centerline of said gravel road, 5,060 feet more or less, to an intersection of gravel roads, which intersection is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 588,760 U.S. Survey Feet and an Easting of 1,175,435 U.S. Survey Feet;

Thence in a southerly direction by and along the centerline of said gravel road, 680 feet more or less, to a point, which point is bearing S 65° 08' 18" W, a distance of 33 feet, more or less, from an iron rod set in 2014;

Thence N 65° 08' 18" E, a distance of 33 feet, more or less, to said iron rod, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 588,151.75 U.S. Survey Feet and an Easting of 1,175,729.81 U.S. Survey Feet;

Thence N 65° 08' 18" E, a distance of 558.66 feet to an iron rod set in 2014;

Thence S 25° 19' 34" E, a distance of 659.82 feet to an iron rod set in 2014;

Thence S 67° 50' 15" W, a distance of 575.61 feet to an iron rod set in 2014 which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 587,573.09 U.S. Survey Feet and an Easting of 1,175,985.86 U.S. Survey Feet;

Thence S 67° 50' 15" W, a distance of 33 feet, more or less, to the centerline of a gravel road;

Thence in a southerly direction by and along the centerline of said gravel road, 6,750 feet more or less, to the centerline of the Amazon Road, which intersection is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 581,200 U.S. Survey Feet and an Easting of 1,174,620 U.S. Survey Feet;

Thence in a westerly direction by and along the centerline of the Amazon Road, crossing from Grand Lake Stream Plantation into T6 ND BPP, 16,200 feet more or less, to a point, which point is bearing N 46° 15' 00" E, a distance of 39 feet, more or less, to an iron rod set in 2014;

Thence S 46° 15' 00" W, a distance of 39 feet, more or less, to said iron rod, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 584,366.65 U.S. Survey Feet and an Easting of 1,160,720.95 U.S. Survey Feet;

Thence S 46° 15' 00" W, a distance of 3082.40 feet, to an iron rod set in 2014 which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 582,235.19 U.S. Survey Feet and an Easting of 1,158,494.28 U.S. Survey Feet;

Thence S 46° 15' 00" W, a distance of 40 feet, more or less, to the centerline of a gravel road;

Thence in a northwesterly direction by and along the centerline of said gravel road, 1,410 feet more or less, to an intersection of gravel roads, which intersection is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 582,970 U.S. Survey Feet and an Easting of 1,157,300 U.S. Survey Feet;

Thence in a southwesterly direction by and along the centerline of said gravel road, 1,450 feet more or less, to a point, which point is bearing S 54° 22' 20" E, a distance of 33 feet, more or less, to an iron rod set in 2014;

Thence N 54° 22' 20" W, a distance of 33 feet, more or less, to said iron rod, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 581,734.34 U.S. Survey Feet and an Easting of 1,156,571.24 U.S. Survey Feet;

Thence N 54° 22' 20" W, a distance of 3,792.93 feet, to an iron rod set in 2014, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 583,943.68 U.S. Survey Feet and an Easting of 1,153,488.20 U.S. Survey Feet;

Thence N 54° 22' 20" W, a distance of 65 feet, more or less, to the centerline of a gravel road;

Thence in a easterly, northerly, then northeasterly direction by and along the centerline of said gravel road, 2,780 feet more or less, to the centerline of the Amazon Road, which intersection is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 586,190 U.S. Survey Feet and an Easting of 1,154,425 U.S. Survey Feet;

Thence in a westerly direction by and along the centerline of the Amazon Road, 430 feet, more or less, to a point, which point is bearing S 10° 30' 20" W, a distance of 12 feet, more or less, to a 5/8 iron rod;

Thence N 10° 30' 20" E, a distance of 12 feet, more or less, to a 5/8 iron rod, said iron rod being the southwest corner of lands of Vincent & Virginia Graceffa, as described in a deed recorded in the Washington County Registry of Deeds Book 3642, Page 254 and depicted on a plan entitled "Lower Oxbrook Lake Division, Washington County, Maine" dated November 15, 1991 and recorded in the Washington County Registry of Deeds Cabinet 3, Drawer 7, Page 144, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 586,276.04 U.S. Survey Feet and an Easting of 1,153,996.71 U.S. Survey Feet;

Thence N 11° E by and along the west line of lands of Vincent & Virginia Graceffa, a distance of 350 feet, more or less, to the south high water line of Lower Oxbrook Lake;

Thence in a northwesterly direction by and along the high water line of Lower Oxbrook Lake, a distance of 730 feet, more or less, to the south line of lands now or formerly of Leslie Williams, as described in a deed from GLS Woodlands LLC to Leslie Williams, dated April 5, 2010 and recorded in the Washington County Registry of Deeds Book 3627, Page 181 and depicted on a plan entitled "Lower Oxbrook Lake Division, Washington County, Maine" dated November 15, 1991 and recorded in the Washington County Registry of Deeds Cabinet 3, Drawer 7, Page 144;

Thence S 79° W by and along the south line of land of Williams to a 5/8 inch iron rod with a cap marked in part "PLS 1050", which iron rod is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 587,190 U.S. Survey Feet and an Easting of 1,153,720 U.S. Survey Feet;

Thence S 79° W by and along the south line of land of Williams, a distance of 190 feet, more or less, to the southwest corner of land of Williams, as marked by a 5/8 inch iron rod with a cap marked in part "PLS 1050";

Thence N 20° W by and along the west line of land of Williams, a distance of 200 feet, more or less, to the northwest corner of land of Williams, as marked by a 5/8 inch iron rod with a cap marked in part "PLS 1050";

Thence N 77° E by and along the north line of land of Williams, a distance of 220 feet, more or less, to a 5/8 inch iron rod with a cap marked in part "PLS 1050";

Thence N 77° E by and along the north line of land of Williams to the west high water line of Lower Oxbrook Lake;

Thence in a northerly direction by and along the high water line of Lower Oxbrook Lake, a distance of 2,020 feet, more or less, to a point on the North Town Line of T6 ND BPP, which point is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 588,960 U.S. Survey Feet and an Easting of 1,152,465 U.S. Survey Feet;

Thence in a westerly direction by and along the North Town Line of T6 ND BPP, a distance of 11,630 feet, more or less, to a point on the east high water line of West Grand Lake in Whitney Cove, so called, which point is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 586,650 U.S. Survey Feet and an Easting of 1,141,065 U.S. Survey Feet;

Thence in a southerly direction by and along the east high water line of West Grand Lake, a distance of 3,480 feet, more or less, to the east line of lands now or formerly of GLS Lender LLC, as described in a deed from GLS Woodlands, LLC to GLS Lender, LLC dated March 20, 2012 and recorded in the Washington County Registry of Deeds in Book 3832, Page 73 and depicted on a plan entitled "West Grand Lake Division, Washington County, Maine" dated December 14, 1992 and recorded in the Washington County Registry of Deeds Cabinet 3, Drawer 7, Page 145;

Thence S 6° E by and along the east line of land of GLS Lender, LLC, to a 5/8 inch iron rod, which iron rod is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 584,670 U.S. Survey Feet and an Easting of 1,143,045 U.S. Survey Feet;

Thence S 6° E by and along the east line of land of GLS Lender, LLC, a distance of 120 feet, more or less, to a 5/8 inch iron rod with a cap marked in part "PLS 1050";

Thence S 6° E by and along the east line of land of GLS Lender, LLC, to the east high water line of West Grand Lake;

Thence in a southeasterly direction by and along the northeast high water line of West Grand Lake, a distance of 3,550 feet, more or less, to the west line of lands now or formerly of Raymond J. Kordish, as described in a deed from GLS Woodlands LLC to Raymond J. Kordish dated June 29, 2011 and recorded in the Washington County Registry of Deeds in Book 3754, Page 299 and depicted on a plan entitled "West Grand Lake Division, Washington County, Maine" dated December 14, 1992 and recorded in the Washington County Registry of Deeds Cabinet 3, Drawer 7, Page 145;

Thence N 12° E by and along the west line of lands of Raymond J. Kordish to an iron rod with a cap marked in part "PLS 1050", which iron rod is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 582,870 U.S. Survey Feet and an Easting of 1,145,575 U.S. Survey Feet;

Thence N 12° E by and along the west line of lands of Raymond J. Kordish, a distance of 270 feet, more or less to the northwest corner thereof, as marked by a 5/8 iron rod with a cap marked in part "PLS 1050";

Thence S 76° E by and along the north line of lands of Raymond J. Kordish, a distance of 610 feet, more or less to the northeast corner thereof, as marked by a 5/8 inch iron rod with a cap marked in part "PLS 1050";

Thence S 17° W by and along the east line of lands of Raymond J. Kordish, a distance of 240 feet, more or less, to a 5/8 inch iron rod with a cap marked in part "PLS 1050";

Thence S 17° W by and along the east line of lands of Raymond J. Kordish, to the high water line of West Grand Lake;

Thence in an easterly direction by and along the north high water line of West Grand Lake, a distance of 8,620 feet, more or less, to the south line of lands now or formerly of Ox Brook Camp, LLC as described in a deed from GLS Woodlands LLC to Ox Brook Camp, LLC dated September 17, 2010 and recorded in the Washington County Registry of Deeds in Book 3672, Page 207 and depicted on a plan entitled "West Grand Lake Division, Washington County, Maine" dated December 14, 1992 and recorded in the Washington County Registry of Deeds Cabinet 3, Drawer 7, Page 145;

Thence N 84° W by and along the south line of lands now or formerly of Ox Brook Camp, LLC to a 5/8 inch iron rod with a cap marked in part "PLS 1050" which iron rod is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 581,315 U.S. Survey Feet and an Easting of 1,152,885 U.S. Survey Feet;

Thence N 84° W by and along the south line of lands now or formerly of Ox Brook Camp, LLC, a distance of 260 feet, more or less, to the southwest corner thereof, as marked by a 5/8 inch iron rod with a cap marked in part "PLS 1050";

Thence N 11° E by and along the west line of lands now or formerly of Ox Brook Camp, LLC, a distance of 270 feet, more or less, to the northwest corner thereof, as marked by a 5/8 inch iron rod with a cap marked in part "PLS 1050";

Thence S 82° E by and along the north line of lands now or formerly of Ox Brook Camp, LLC, a distance of 260 feet, more or less, to a 5/8 inch iron rod with a cap marked in part "PLS 1050";

Thence S 82° E by and along the north line of lands now or formerly of Ox Brook Camp, LLC, to the north high water line of West Grand Lake;

Thence in an easterly then southeasterly direction by and along the north high water line of West Grand Lake, crossing the outlet of Oxbrook Brook, a distance of 7,030 feet, more or less, to the north line of lands now or formerly of Douglass J. DeAngelis as described in a deed from GLS

Woodlands LLC to Douglass J. DeAngelis dated May 24, 2010 and recorded in the Washington County Registry of Deeds in Book 3637, Page 30;

Thence N 60° E by and along the north line of lands now or formerly of Douglass J. DeAngelis to a ¾ inch iron rod with a cap marked in part "Plisga & Day" which iron rod is approximately located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 578,410 U.S. Survey Feet and an Easting of 1,158,610 U.S. Survey Feet;

Thence N 60° E by and along the north line of lands now or formerly of Douglass J. DeAngelis, a distance of 450 feet, more or less, to the northeast corner thereof, also being the northwest corner of lands now or formerly of GLS Lender, LLC as described in a deed from GLS Woodlands, LLC to GLS Lender, LLC dated March 20, 2012 and recorded in the Washington County Registry of Deeds in Book 3832, Page 73 and depicted on a plan entitled "West Grand Lake Division, Washington County, Maine" dated December 14, 1992 and recorded in the Washington County Registry of Deeds Cabinet 3, Drawer 7, Page 145;

Thence N 82° E by and along the north line of lands now or formerly of GLS Lender, LLC, a distance of 260 feet, more or less, to a 5/8 inch iron rod with a cap marked in part "PLS 1050";

Thence N 82° E by and along the north line of lands now or formerly of GLS Lender, LLC, to the high water line of West Grand Lake;

Thence in a northerly, easterly, then southeasterly direction by and along the north high water line of West Grand Lake, a distance of 7,390 feet, more or less, to a point on the East Town Line of T6 ND BPP, said point bearing S 13° 02' 40" E, by and along the East Town Line of T6 ND BPP, a distance of 10 feet more or less from an iron rod set in 2014;

Thence N 13° 02' 40" W, by and along the East Town Line of T6 ND BPP, a distance of 10 feet more or less to said iron rod and the point of beginning;

Excepting therefrom the Amazon Brook Lease, so called, as depicted on a plan entitled "Survey Plan of a Proposed Conservation Easement on lands of GLS Woodlands LLC" and recorded in the Washington County Registry of Deeds Cabinet 3, Drawer 21, Plan No. 64, and further described as follows;

Beginning at an iron rod set in 2012, said iron rod bearing N 42° 47' 21" E, a distance of 5 feet, more or less, from Amazon Brook, so called, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 582,117.3 U.S. Survey Feet and an Easting of 1,177,798.6 U.S. Survey Feet;

Thence N 42° 47' 21" E, a distance of 135.65 feet, to an iron rod set in 2012;

Thence S 47° 28' 14" E, a distance of 243.98 feet, to an iron rod set in 2012;

Thence S 43° 59' 16" W, a distance of 138.01 feet, to an iron rod set in 2012, said iron rod bearing S 46° 55' 14" E, a tie line distance of 241.09 feet from the point of beginning;

Thence S 43° 59' 16" W, a distance of 3 feet, more or less, to Amazon Brook;

Thence northwesterly, westerly, southwesterly, then northerly, by and along Amazon Brook, a distance of 320 feet, more or less, to a point, said point bearing S 42° 47' 21" W, a distance of 5 feet, more or less, from an iron rod, said iron rod being the point of beginning;

Thence N 42° 47' 21" E, a distance of 5 feet, more or less, to the point of beginning;

Containing 1.0 acres, more or less.

Containing 7,100 acres, more or less.

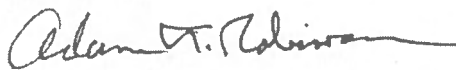
Iron rods set are four foot long, three-quarter inch reinforcing rods (also known as a #6 rebar) with a cap marked, in part "Plisga & Day PLS 2361" set in November and December of 2014.

Bearings referenced herein are oriented to Grid North referencing the Maine Coordinate System of 1983, East Zone, as determined by Plisga & Day, Land Surveyors in November 2014 (reference project number: 11183). Coordinate values listed are provided as an aid in location of the property and are not intended to control bearings, distances or the positions marked by monuments defining the property boundaries. Distances listed are grid distances (grid to ground combined scale factor used is 0.99993695). Magnetic North (November 2014) is 16 degrees, 55 minutes West of Grid North.

Iron rods set referenced herein are capped ¾" rebar stamped "Plisga & Day PLS 2361" unless otherwise noted.

Documents referenced herein are recorded in the Washington County Registry of Deeds unless otherwise noted.

PLISGA & DAY



by: Adam N. Robinson, PLS 2361

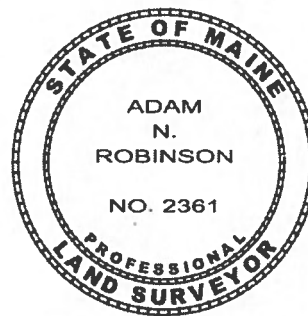
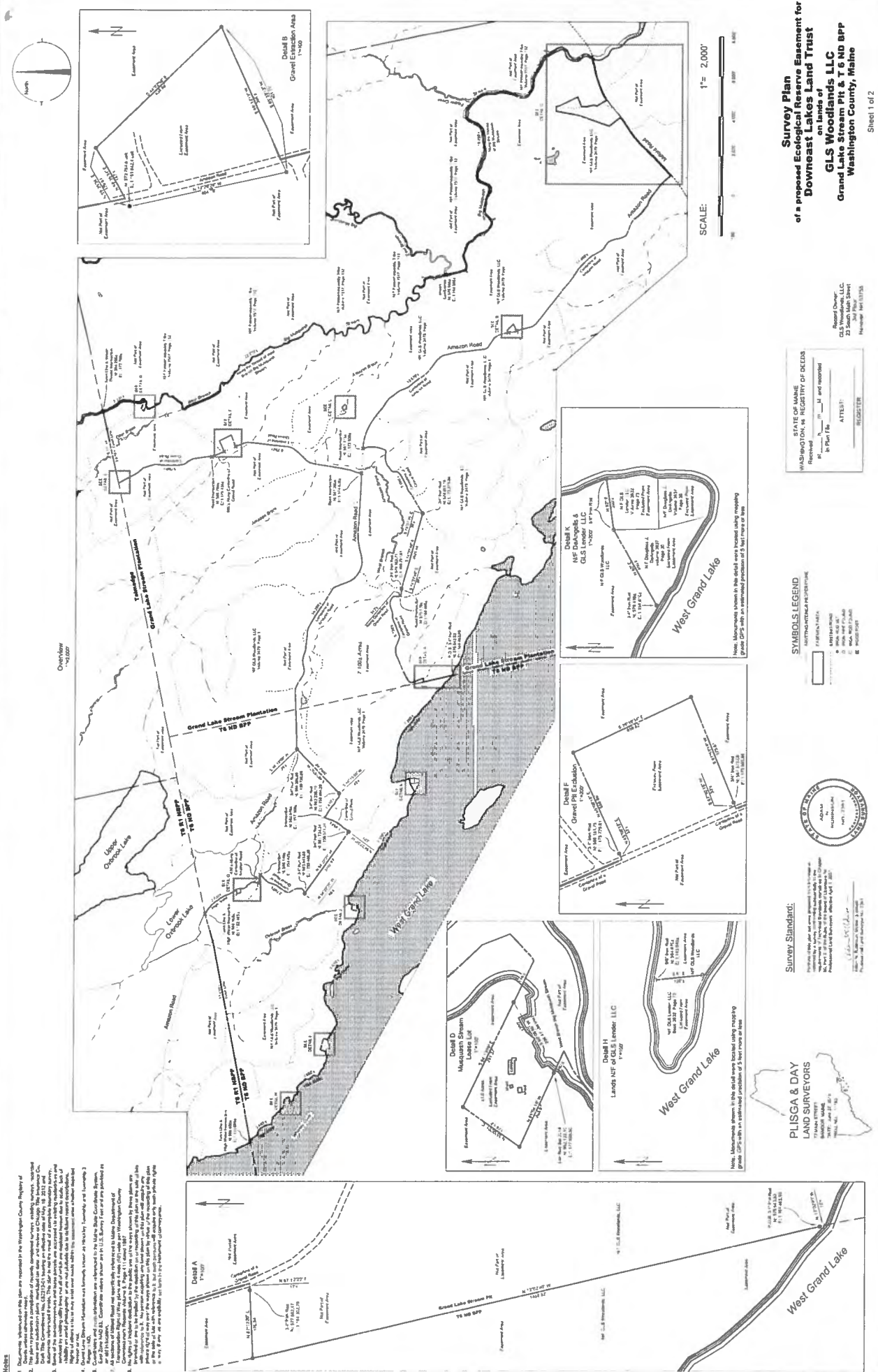


EXHIBIT B

A mapped plan of the Protected Property.

**SCANNED FROM
POOR ORIGINAL**

UDCS: 7613
 Bk: 4278 Pg: 246



- NOTES**
1. All easements, subdivisions and other areas are recorded in the Washington County Register of Deeds.
 2. The survey was conducted in accordance with the provisions of the Maine Surveying Act, Chapter 12, Title 13, Section 101.
 3. The survey was conducted in accordance with the provisions of the Maine Surveying Act, Chapter 12, Title 13, Section 101.
 4. The survey was conducted in accordance with the provisions of the Maine Surveying Act, Chapter 12, Title 13, Section 101.
 5. The survey was conducted in accordance with the provisions of the Maine Surveying Act, Chapter 12, Title 13, Section 101.
 6. The survey was conducted in accordance with the provisions of the Maine Surveying Act, Chapter 12, Title 13, Section 101.
 7. The survey was conducted in accordance with the provisions of the Maine Surveying Act, Chapter 12, Title 13, Section 101.
 8. The survey was conducted in accordance with the provisions of the Maine Surveying Act, Chapter 12, Title 13, Section 101.
 9. The survey was conducted in accordance with the provisions of the Maine Surveying Act, Chapter 12, Title 13, Section 101.
 10. The survey was conducted in accordance with the provisions of the Maine Surveying Act, Chapter 12, Title 13, Section 101.

Survey Plan
 of a proposed Ecological Reserve Easement for
Downeast Lakes Land Trust
 on lands of
GLS Woodlands LLC
 Grand Lake Stream Pitt & T & ND BPP
 Washington County, Maine

Record Owner:
 GLS Woodlands, LLC
 22 Judd Street
 Jay, ME 04957
 Telephone: 603-533-3333

STATE OF MAINE
 RECEIVED
 Received _____
 In Plan File _____
 ATTEST:
 REGISTER

SYMBOLS LEGEND
 METROLOGICAL INSTRUMENTS
 1. TRANSIT
 2. LEVELING ROD
 3. STAKE
 4. MARKER
 5. BENCH MARK

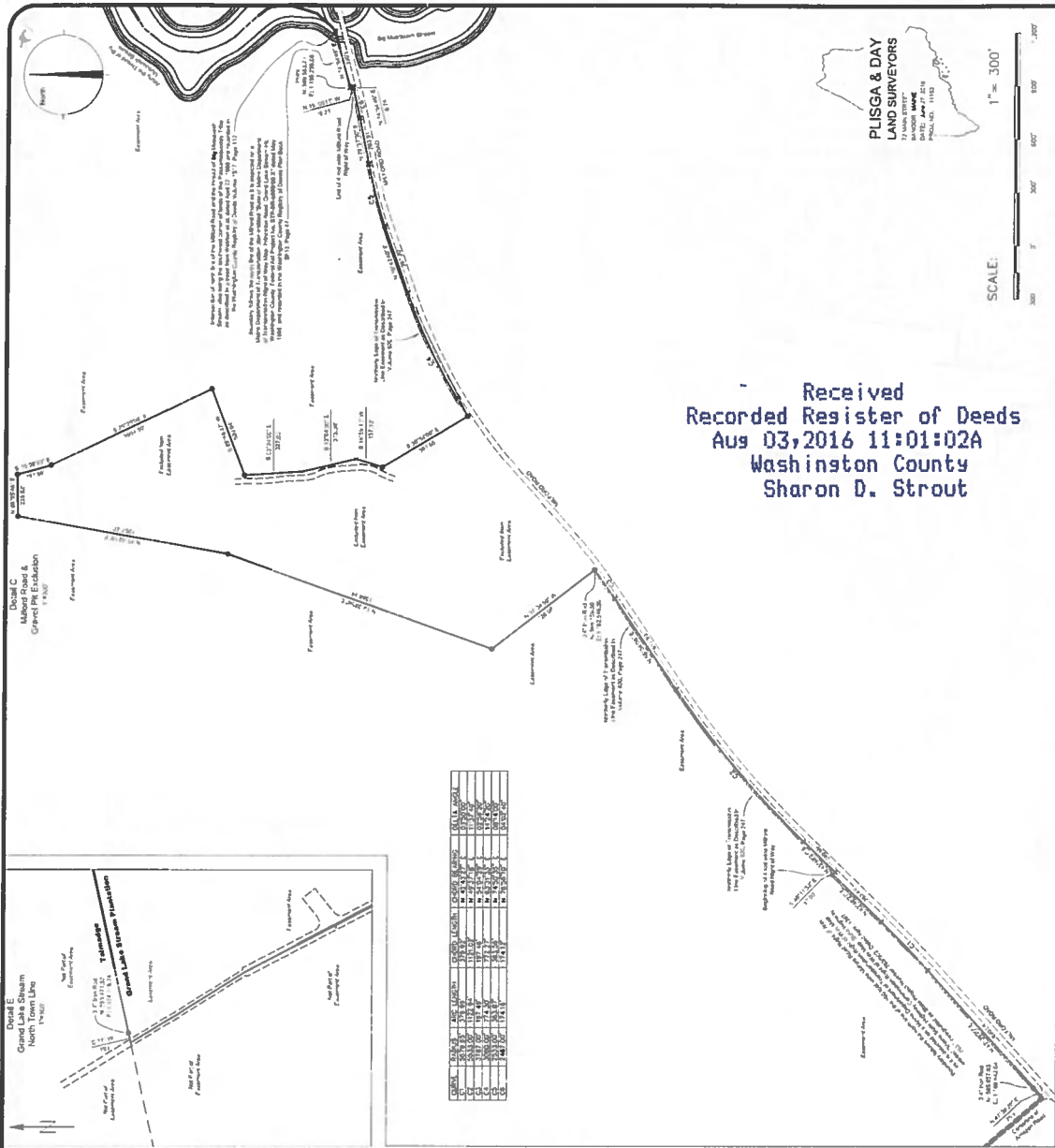


Survey Standard:
 This survey was conducted in accordance with the provisions of the Maine Surveying Act, Chapter 12, Title 13, Section 101.

PLISGA & DAY
 LAND SURVEYORS
 123 Main Street
 Bangor, ME 04401
 Phone: 207-555-1234

Sheet 1 of 2

Doc#: 7613
Bk: 4278 Pg: 247



Survey Plan
of a proposed Ecological Reserve Easement for
Downeast Lakes Land Trust
on lands of
GLS Woodlands LLC
Grand Lake Stream Pk. & T 6 ND BPP
Washington County, Maine

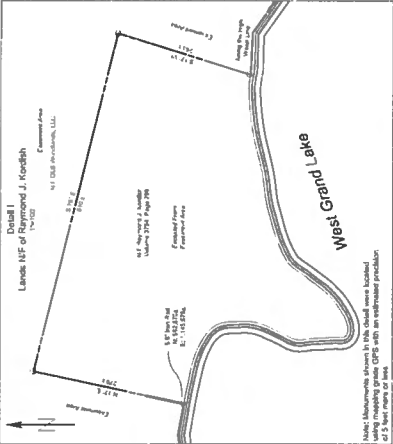
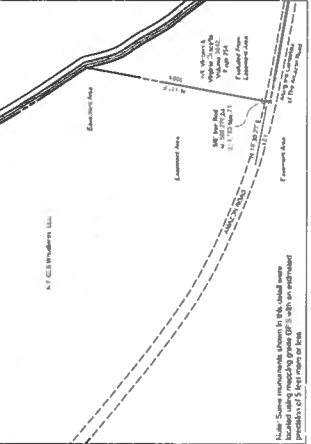
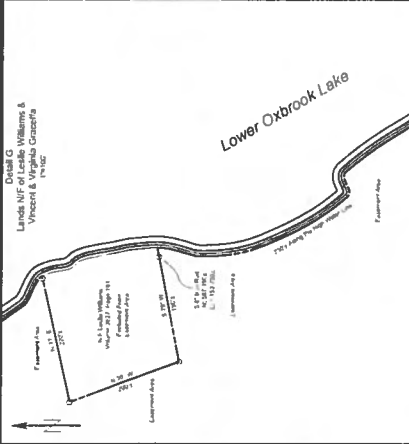
Sheet 2 of 2

Received
Recorded Register of Deeds
Aug 03, 2016 11:01:02A
Washington County
Sharon D. Strout

STATE OF MAINE
WASHINGTON CO. REGISTRY OF DEEDS
Maine
In Map No. _____
ATTY: _____
REGISTER

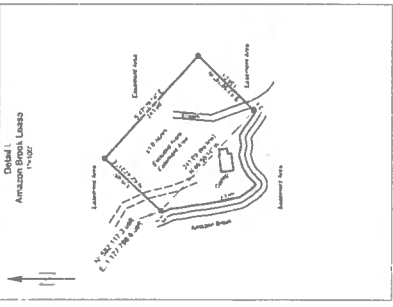
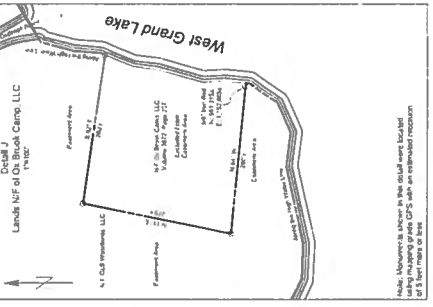
Record Owner:
GLS Woodlands, LLC
23 South Main Street
Hallowell, ME 04355

Parcel No.	Area (Acres)	Owner
1	1.12	GLS Woodlands, LLC
2	1.12	GLS Woodlands, LLC
3	1.12	GLS Woodlands, LLC
4	1.12	GLS Woodlands, LLC
5	1.12	GLS Woodlands, LLC
6	1.12	GLS Woodlands, LLC
7	1.12	GLS Woodlands, LLC
8	1.12	GLS Woodlands, LLC
9	1.12	GLS Woodlands, LLC
10	1.12	GLS Woodlands, LLC
11	1.12	GLS Woodlands, LLC
12	1.12	GLS Woodlands, LLC
13	1.12	GLS Woodlands, LLC
14	1.12	GLS Woodlands, LLC
15	1.12	GLS Woodlands, LLC
16	1.12	GLS Woodlands, LLC
17	1.12	GLS Woodlands, LLC
18	1.12	GLS Woodlands, LLC
19	1.12	GLS Woodlands, LLC
20	1.12	GLS Woodlands, LLC
21	1.12	GLS Woodlands, LLC
22	1.12	GLS Woodlands, LLC
23	1.12	GLS Woodlands, LLC
24	1.12	GLS Woodlands, LLC
25	1.12	GLS Woodlands, LLC
26	1.12	GLS Woodlands, LLC
27	1.12	GLS Woodlands, LLC
28	1.12	GLS Woodlands, LLC
29	1.12	GLS Woodlands, LLC
30	1.12	GLS Woodlands, LLC
31	1.12	GLS Woodlands, LLC
32	1.12	GLS Woodlands, LLC
33	1.12	GLS Woodlands, LLC
34	1.12	GLS Woodlands, LLC
35	1.12	GLS Woodlands, LLC
36	1.12	GLS Woodlands, LLC
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Notes

1. Owners of parcels shown on this plan are recorded in the Washington County Registry of Deeds.
2. This plan represents a compilation of records submitted during a title search in accordance with the provisions of the Maine Ecological Reserve Act, Title 30, Section 201, and the Maine Ecological Reserve Act, Title 30, Section 202.
3. The boundaries shown on this plan are based on the best available information and are subject to change as more information becomes available.
4. The boundaries shown on this plan are based on the best available information and are subject to change as more information becomes available.
5. The boundaries shown on this plan are based on the best available information and are subject to change as more information becomes available.
6. The boundaries shown on this plan are based on the best available information and are subject to change as more information becomes available.
7. All boundaries shown on this plan are subject to change as more information becomes available.
8. The boundaries shown on this plan are based on the best available information and are subject to change as more information becomes available.
9. The boundaries shown on this plan are based on the best available information and are subject to change as more information becomes available.
10. The boundaries shown on this plan are based on the best available information and are subject to change as more information becomes available.



SYMBOLS LEGEND

- EASEMENT
- GRANT OF DEED
- FENCED LINE
- OPEN ROAD
- BRUSHWOOD
- BOUNDARY

Survey Standard:

Partners of the plan are prepared to be registered in the Washington County Registry of Deeds. The plan is subject to the provisions of the Maine Ecological Reserve Act, Title 30, Section 201, and the Maine Ecological Reserve Act, Title 30, Section 202.

Prepared by: **PLISGA & DAY**
LAND SURVEYORS
72 MAIN STREET
HALLOWELL, ME 04355
DATE: JAN 27, 2016
PROJ. NO.: 1163

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PROJ. NO.: 1163

**CONSERVATION EASEMENT
NORTHEAST WILDERNESS TRUST CORPORATION, GRANTOR
MAINE APPALACHIAN TRAIL LAND TRUST, HOLDER**

This Grant of Conservation Easement is made this 19th day of October 2021 by **NORTHEAST WILDERNESS TRUST CORPORATION**, a non-profit corporation duly organized and existing under the laws of the State of Vermont with a principal place of business at 17 State Street, Suite 302, Montpelier, VT 05602, and its successors and assigns (“**Grantor**”), to the **MAINE APPALACHIAN TRAIL LAND TRUST**, a nonprofit corporation organized and existing under the laws of the State of Maine having a business mailing address of P.O. Box 761, Portland ME 04104, and its successors and assigns (“**Grantee**” or “**Holder**”).

In consideration of at least one dollar and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Maine, including 33 M.R.S. §§ 476–479-C, inclusive, as amended, Grantor hereby **GRANTS** to Holder, with **QUITCLAIM COVENANTS**, the following described Conservation Easement (the “**Conservation Easement**”), in perpetuity, on, over, through, under and across certain real property in Redington Township, Franklin County, Maine, being more particularly described in Exhibit A, and depicted on a survey plan entitled Boundary Survey by Maine Boundary Consultants dated September 1, 2020 and recorded in the Franklin County Registry of Deed as Plan 6608 being all of that premises acquired by deed to the Grantors from Billion Pine, LLC, dated March 26, 2021, and recorded in the Franklin County Registry of Deeds, Book 4302, Page 7 (hereinafter referred to as the “**Protected Property**”), hereto on the terms and conditions set forth below.

WHEREAS, Grantor is the sole owner of the Protected Property, which consists of approximately 3,415 acres of predominately forested land area of significant breadth and diversity, with outstanding natural resources, including large tracts of undeveloped forests of high quality, productive soils, diverse wildlife and plant habitat, extensive bogs, mountains, elevated ridges, wetlands, and unique natural features; all surrounding and abutting various rivers, streams, lakes, remote ponds, and other water bodies, and

WHEREAS, the Protected Property is already encumbered by a conservation easement known as the Redington Forest Conservation Easement recorded in the Franklin County Registry of Deeds, Book 4005, Page 281, and consists primarily of High Elevation Forest Areas as defined therein, and whereas this Conservation Easement is intended to provide additional protections and does not displace or replace the terms of the Redington Forest Conservation Easement; and

WHEREAS, portions of the Protected Property have ecological importance as wildlife and fisheries habitat, and development of the Protected Property in excess of that allowed under this Conservation Easement may have an adverse impact on the ecology of such areas and species; and

WHEREAS, the Protected Property is situated within the Northern Appalachian ecoregion, a largely intact forested region which spans the Tug Hill Plateau and Adirondacks in New York, northern Vermont, northern New Hampshire, and western and northern Maine where native wildlife populations remain viable and can move relatively unimpeded across much of the landscape; and

WHEREAS, the Protected Property in its entirety is important to regional fish and wildlife populations and forest health locally and regionally as lying within an important large scale ecological linkage, as identified by Two Countries One Forest and the Staying Connected Initiative; and

WHEREAS, there is scientific consensus that an essential strategy for sustaining regional wildlife population and counteracting the negative consequences of habitat loss, fragmentation, and climate change on wildlife is to maintain landscape connectivity sufficient to sustain natural patterns of wildlife movement and allow for species migration, relocation, movement and other forms of adaptation; and

WHEREAS, the Protected Property lies within an approximately 54,000-acre area of conserved lands in Franklin County, Maine, including, but not limited to, the Appalachian National Scenic Trail and Crocker Mountain; and

WHEREAS, the Protected Property is near to and visible from points along the Appalachian National Scenic Trail, a national scenic trail pursuant to Public Law 90-543 as codified in 16 U.S.C. §§ 1241-1251 and a primitive trail in the Maine Trail System pursuant to 1973 Public Law Chapter 264 as codified in 12 M.R.S.A. § 1892 designated to provide “for the appreciation of natural and primitive areas and for the conservation of significant scenic, historic, natural or cultural qualities of the areas through which the trail passes,” to “offer primarily the experience of solitude and self-reliance in natural or near-natural surroundings,” recognizing that “buffer areas may be established and maintained to further that experience” in which “no use or development is permitted which threatens the primitive character of the land”; and

WHEREAS, Holder is qualified to hold conservation easements pursuant to 33 M.R.S. § 476(2)(B), as amended, and is a qualified organization under the Internal Revenue Code, 26 U.S.C.A. §§ 170(h)(3) and 501(c)(3), whose purpose it is to preserve and conserve natural areas for aesthetic, scientific, charitable and educational purposes; and

WHEREAS, Grantor and Holder also have the common purpose of conserving in perpetuity the Protected Property as “a relatively natural habitat of fish, wildlife or plants, or similar ecosystem,” as that phrase is used in 26 U.S.C.A. § 170(h)(4)(ii), and in regulations promulgated thereunder; and

WHEREAS, any significant change or development of the scenic, open space and natural conditions of the Protected Property, except as expressly herein provided, would have an adverse effect on the scenic and natural resources of the community, its public values and those of the environment; and

WHEREAS, the fragmentation and loss of natural wildlife habitat due to human activity has adversely affected many regions of Maine and elsewhere, fracturing wilderness systems and wildlife corridors, splintering natural habitats and ecosystems and impeding their natural functions, degrading air and water quality and initiating a global species extinction crisis (Reed Noss and Allen Cooperrider, Saving Nature's Legacy, 1994), and land conservation can be used to prevent further fragmentation and habitat loss and restore Ecological Integrity (as hereinafter defined) (Reed Noss and Allen Cooperrider, Saving Nature's Legacy, 1994); and

WHEREAS, Land conservation also protects scenic, cultural and historic values and provides opportunities for spiritual renewal, contemplation and other forms of non-intrusive, quiet recreation; and

WHEREAS, this Conservation Easement protects "a relatively natural habitat of fish, wildlife, or plants or similar ecosystem" that fulfills the requirements of the Internal Revenue Service Code Section 170 (h) (4) (ii) and the Treasury Regulations Section 1.170A-14 (d) (3) and successor regulations; and

WHEREAS, this Conservation Easement preserves open space for the benefit of the general public and "pursuant to a clearly delineated Federal, State or local government conservation policy and will yield a significant public benefit" under the terms of the Internal Revenue Service Code Section 170 (h) (4) (A) (iii) (I) & (II) and Treasury Regulations Sections 1.170.A-14 (d) (4) (I) (ii) (iii) (iv) and (v) or successor regulations; and

WHEREAS, the Protected Property contains the significant natural, ecological, scenic, habitat, and open space values, which reflect the unique character of the Protected Property and surrounding area and are of great importance to the Holder, the people of the State of Maine and that further the Purposes of this Conservation Easement; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants, terms, conditions and restrictions herein contained, and pursuant to the laws of the State of Maine, Grantor and Holder have established, forever and in perpetuity, a Conservation Easement in gross on, over, through, under and across the Protected Property, as follows.

I. PURPOSES OF THE CONSERVATION EASEMENT

This Conservation Easement is granted from Grantor to Holder for the following conservation purposes (the "Purposes"):

To protect the Protected Property as Forever Wild, to (1) safeguard biological diversity by protecting the Protected Property's environments and ecological processes, including those described herein; (2) support viable populations of native species and their habitats; and (3) preserve and restore the wild qualities and natural beauty of the majority of the Protected Property as free from human influence, disturbance, noise, artificial light and pollution as practicable; (4) to store and sequester carbon indefinitely by allowing natural processes to persist; and (5) to

minimize adverse impacts upon the experience of Appalachian Trail users of solitude and self-reliance in natural or near-natural surroundings and prevent development that, if permitted, would threaten such primitive character.

In order to establish the present condition of the Protected Property and its conservation attributes protected by this Conservation Easement so as to be able to monitor properly future uses of the Protected Property and ensure compliance with the terms hereof, Holder and Grantor have prepared an inventory of the Protected Property's relevant features and conditions (the "Baseline Documentation") and have certified the same as an accurate representation, to the extent known, of the condition of the Protected Property as of the date of this grant, as required under Treasury Regulations §1.170A-14, for tax deductible conservation easement gifts.

Grantor and Holder acknowledge that conditions which sustain the Conservation Values may change over time, and that the change or disappearance of some Conservation Values do not invalidate the others.

II. DEFINITIONS

Some terms used within this Conservation Easement are defined as follows:

"Coarse Woody Debris" is a broad term that refers to fallen dead trees and the remains of large branches on the ground in forests, rivers, and wetlands. Coarse Woody Debris for the purpose of this Conservation Easement also includes standing dead trees, often called snags. The amount of coarse woody debris is considered a key indicator in the health of forests across the Northeast. Coarse Woody Debris create niche habitat for myriad species, feeds new vegetation, and returns nutrients to the forest. In a healthy northeastern forest, the total biomass of a forest may include up to thirty percent Coarse Woody Debris.

"Conservation Values" means the significant natural, ecological, scenic, habitat, and open space values of the Protected Property that further the Purposes of this Conservation Easement.

"Baseline Documentation Report" (or "BDR") is a report developed from a process of gathering and integrating background and field research about the Protected Property and its surroundings to document the ecological composition and condition of the Property and to evaluate its management needs for wilderness purposes. The BDR may include information on the Protected Property's physical, biological or chemical constituents, its bedrock and surface geology, soils, ground and surface water, plants, animals, fungi or other organisms. Depending on the magnitude of the proposed management actions and the potential impacts on the Protected Property, the BDR may also address the surrounding context of the Protected Property: the flow of energy, materials, water, and organisms or genetic material onto and off of the Property.

"Ecological Integrity" describes a condition in which natural processes (e.g. floods, drought, seed dispersal, nutrient cycling and maintenance of microclimates) are allowed to occur

within their natural context and cycle over time without human manipulation or suppression (e.g. the timing, duration and extent of a flood is allowed to run its course). These natural processes influence habitats that support native plants, animals and other organisms in groupings appropriate to their natural landscape. This dynamic and changing environment provides opportunities for biological evolution.

“Forever Wild” is a designation for land protected in its natural condition. The Ecological Integrity and wild character of the land are preserved and protected in perpetuity. Forever Wild land should be as free from human manipulation and disturbance as possible, with management actions, if any, primarily limited to ecological restoration or to preserve natural communities and rare species at risk. Natural occurrences such as floods, weather events, fire, and native insect outbreaks should continue to influence the land over time, creating at times areas of downed, dead wood or early successional habitat. Land managed as wild benefits the natural communities therein as well as humans who may enjoy the scenic beauty and other wilderness values through minimal-impact, non-mechanized nature recreation, such as wildlife observation.

“Invasive species” are non-native animals, plants or other organisms that through their capacity to spread into native systems demonstrably or potentially threaten native species.

“Native species” are animals, plants, and other organisms that were present in an area prior to Euro-American settlement or that have moved into an area since that time without direct or indirect human assistance.

III. PERMITTED ACTS AND USES, EXCEPTIONS TO OTHERWISE PROHIBITED ACTS AND USES, AND PROHIBITED ACTS AND USES

A. Permitted Acts and Uses.

Notwithstanding the below prohibitions in Section III.B, the following acts and uses are permitted whether or not they are part of the Management Plan contemplated in Section III.C and IV, but only to the extent that such acts or uses do not materially impair the Conservation Values and interests of the Protected Property, are not inconsistent with the Purposes as defined in Section I above and are in compliance with all applicable federal, state, and local laws. It shall be solely Grantor’s responsibility to ensure compliance with all applicable federal, state, and local laws, and although noncompliance with such laws shall also constitute a violation of this Conservation Easement, Holder shall have no responsibility to monitor or enforce compliance with such laws.

Permitted Uses Not Requiring a Management Plan include:

1. The right to engage in low-impact, non-developed activities such as hiking, wildlife observation, snowshoeing, cross-country skiing, ecological educational opportunities, and the quiet enjoyment and contemplation to enjoy and learn from the wild and scenic nature of the Protected Property through minimal impact, non-mechanized nature recreation;

2. The right to mark and maintain boundaries, and erect signs prohibiting illegal public uses of the property, so long as the location and manner of the marks and signs are approved by the Holder.
3. The right to monitor and study ecological conditions including the use of scientific instruments for that purpose.
4. The right to temporarily permit otherwise prohibited acts and uses to the extent necessary for emergency public safety and law enforcement activities.
5. The right to inventory, qualify, and sell carbon sequestration credits that may result from its conservation of the property as Forever Wild.
6. The right to enter into Cultural Respect Easement(s), or other similar document, with Federal and/or State recognized tribes.

B. Prohibited Acts and Uses.

To ensure the wild character of the Property, in accordance with the Purposes set forth above, and subject to the exceptions set forth in Sections III.C and IV, the following acts and uses are prohibited on, over, through, under and across the Protected Property. Prohibitions include but are not limited to those acts and uses specifically listed below:

1. Residential or industrial activities;
2. Commercial activities that could be deemed more than *de minimis* except that Grantor may charge for occasional use of the Protected Property for commercial recreational activities (for example, the use of the property by Maine guides or by non-profit organizations for recreational trips) and third parties may charge for such trips and Grantor may inventory, qualify, and sell carbon sequestration credits that may result from its conservation of the property as Forever Wild;
3. Constructing or placing any temporary or permanent structure, or expanding an existing structure, including but not limited to, any building, dwelling, mobile home, tennis court, landing strip, swimming pool, fencing, bridge, culvert, asphalt or concrete pavement or any other impervious surface, bulkhead, wind generating facility, hydropower generating facility, sign, billboard or other advertising display, antenna, utility pole, telecommunication or other tower, conduit, utility line, piling, permanent lighting, parking lot or sewage disposal system, except that permanent structures contemplated in Section I.A.2 and temporary structures that are associated with uses and acts expressly permitted in Section I.A are not prohibited;
4. Without limiting the generality of the prohibition in in Section III.B.3, constructing or placing any temporary or permanent structure, facility or improvement that detracts from the wild character of the land; may encourage human use that is more than transient; or may encourage people to leave trash, including but not limited to picnic

tables, trash cans, benches, tent platforms, latrines that may require maintenance or invite nuisance animals or insects;

5. Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock, oil, gas or other mineral resource or natural deposit;
6. Constructing, bulldozing, disking, plowing, harrowing, ditching, scraping, excavating, drilling, stabilizing or terracing banks or other topography, or otherwise destroying or altering the natural topography or soils;
7. Cutting, trimming, removing, digging, scraping or otherwise destroying trees or other vegetation except in connection with permitted activities;
8. Placing, filling, spraying, storing, injecting or dumping on or applying chemicals (including but not limited to fertilizers, insecticides and herbicides, as defined under applicable federal or state law), or any toxic or hazardous substances or materials;
9. Placing, filling, spraying, storing, injecting or dumping on or applying trash, vehicle bodies or parts, junk, waste, bio-solids, sludge, other debris or any other unsightly or offensive material, or the installation of underground storage tanks;
10. Polluting, altering, depleting, diverting, siphoning, channeling, leveling, filling, drilling, diking, ditching, damming, draining, extracting or manipulating of any surface water, ground water or wetland;
11. Altering or manipulating the hydrological regime (timing, duration, frequency, magnitude or extent of hydrological processes such as natural flooding or drying);
12. Conveying water rights for purposes other than ecological conservation, and then only with Holder's prior written approval and as provided in the Management Plan;
13. Constructing new roads;
14. Operating, allowing operation of or encouraging the use of motorized or mechanized vehicles, including but not limited to off-road vehicles, dune buggies, snowmobiles, trail or other bicycles, motorized boats, jet skis, or all-terrain vehicles;
15. Activities that generally leave behind tools, structures, and/or have a direct ecological footprint, including but limited to, rock climbing, fires, and camping other than camping pursuant to Section III(C)(3);
16. Purposefully introducing non-native species of plant or animal as defined by up to date publications applicable to floras and faunas in the region;
17. Planting or broadcasting any genetically modified organisms, transgenic organisms, or organisms replicated through genetic manipulation such as cloning;

18. Managing for forest products or other natural resources extraction or primarily to favor game species;
19. Hunting or trapping of animals;
20. Grazing or farming on the property and horseback riding;
21. Any other use of or activity that, in the sole judgment of the Holder, would materially impair the Property's Ecological Integrity;
22. The legal or de facto dividing, subdividing, or partitioning of the Protected Property except to convey part of the Property to another qualified conservation organization or public entity for conservation purposes in keeping with the Purposes of this Conservation Easement;
23. Including the Property as part of a gross tract area of another property for the purposes of determining density, lot coverage, open space or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density, or transferring development rights which have been encumbered or extinguished by this Conservation Easement to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

C. Exceptions to Otherwise Prohibited Acts and Uses.

Certain acts and uses prohibited in Section III.B may be permitted if approved by and not inconsistent with the then current Management Plan as specified under Section IV. With the Notice and Approval of Holder pursuant to Section XV, motorized vehicles, horses, other animals, motorized equipment, and temporary structures may be used for such acts and uses permitted by this Section III.C. In all exceptions to otherwise prohibited acts and uses herein, Coarse Woody Debris shall remain on the Protected Property, and as far as practicable, at its original location.

1. **Restoration.** The right to replant trees and vegetation, limited in time and location, for the purpose of restoring highly impacted, human-damaged natural communities provided such measures are designed to minimize adverse effects on the Conservation Values. Such an example includes, but is not limited to, highly compacted log landings. Further, the right to remove and restore manmade improvements such as, but not limited to, roads, culverts, and dams. Any such activity under this section requires the Notice and Approval of Holder pursuant to Section XV.
2. **Invasive and Pest Management.** The right to remove and control the spread of invasive species, diseases or blights provided such measures are designed to minimize adverse effects on the Conservation Values. Emergency rapid response for the removal of newly identified invasive species may be undertaken by the Grantor

without inclusion in a Management Plan. Grantor shall provide notice to Holder prior to any emergency rapid response activities. The right to control or remove by legal means for ecological reasons, non-Native or pest species of plant or animal, including feral animals, or to control disease outbreaks, and to restore areas impacted by such activity with native flora. The use of goats, sheep, or similar animal may be used for the control of invasive species. If any control method or removal involves the use of insecticides, herbicides or other biocides, such application shall be by the narrowest spectrum, least persistent material appropriate for the target species, and shall be consistent with the Purposes of this Conservation Easement and requires the Notice and Approval of Holder pursuant to Section XV. The use of any pesticides in the neonicotinoid family is prohibited. If trapping methods must be used they shall comply with the provisions below in Section III.C.5;

3. **Camping.** The right to permit low-impact camping consistent with the Management Plan as agreed to by the Grantor and the Holder.
4. **Trapping Beaver.** The right, with the approval of the Holder, to trap beaver (*Castor canadensis*) for the purpose of reducing damage to roads or structures. Trapping techniques and methods shall minimize risk of trapping or injuring non-target species. Any trapping allowed under this provision shall be done only with humane, non-lethal traps. The use of leg-hold traps is expressly prohibited.
5. **Hunting.** The right to allow limited hunting on the Protected Property, provided that the species in question is determined to be causing documented damage to the Protected Property or surrounding area due to over-population, lack of natural predators, or other-like-causes. Such an exception shall be explicitly defined and limited in both time and scale and in accordance with the Management Plan. However:
 - a. Hunting of native predator species is not permitted.
 - b. Baiting of animals is not permitted.
 - c. Hounding and the use of dogs to chase wildlife are not permitted.
6. **Gates and Signs.** The right to install gates, barriers, kiosks, signs and fences necessary to guide public access and educate visitors. All fences, gates and signs shall be designed, sized and located to minimize adverse effects on the Protected Property's character and the scenic views from, into, through, and within the Protected Property. Signs may also be placed on the Protected Property for educational purposes, provided the signs are in keeping with the forever-wild character of the Protected Property.

IV. MANAGEMENT PLAN

The Grantor is responsible for preparing and periodically updating (see Exhibit B) the Management Plan. The Grantor shall provide for Holder, consistent with Exhibit B, a draft of the Management Plan within 12 months of the granting of this Conservation Easement, and within 30 days of any subsequent revised Management Plan. No activity subject to the Management Plan shall be undertaken until a Management Plan has been approved by Holder.

Holder shall, within 60 days, review the Management Plan or any proposed revision thereto for consistency with the Purposes and terms of this Conservation Easement and approve or deny the same. If the Holder finds that any portion of the Management Plan is inconsistent with the terms of this Conservation Easement or that resulting activities could result in a violation of this Conservation Easement, the Holder will provide written comments to the Grantor identifying and explaining such inconsistencies, and requesting appropriate revisions. In the event that good faith negotiations on actions proposed in the draft Management Plan are unsuccessful, Holder reserves the right to deny approval of the Management Plan and any specific actions proposed therein that Holder deems likely to lead to violations of the Conservation Easement. Nonaction by the Holder within 60 days shall be deemed a denial.

The Management Plan prepared in accordance with the procedures stated in Exhibit B, attached hereto and incorporated herewith by reference, will address any situations where the Grantor deems it necessary to take actions to protect or restore the Protected Property's Ecological Integrity as defined in Purposes (Section I), to accommodate Exceptions to Otherwise Prohibited Acts and Uses as provided in Section III,C, or to obtain discretionary approval pursuant to Section X, below. The Management Plan and any proposed revision thereto shall be prepared by a qualified conservation professional (for example, land trust staff, a conservation biologist, forest ecologist or restoration ecologist) based in part on a Baseline Documentation Report of the Protected Property. The depth and extent of inquiry of the Management Plan and its level of specificity should be appropriate to the proposed activity and any ecological disturbance that may occur. The Management Plan should consider the surrounding landscape context of the Protected Property as well as the Protected Property itself.

V. LEGAL REMEDIES OF THE HOLDER

A. Entry and Inspection

Holder shall have the right to enter the Protected Property for inspection and monitoring purposes and for enforcement, at a reasonable time and in a reasonable manner that is consistent with the Purposes, including without limitation on foot, by motor vehicles on established roads, or by aerial flyover, and including the right to photograph and otherwise document relevant conditions on the Protected Property. Except in emergency circumstances, Holder will make reasonable efforts to contact Grantor prior to entry onto any area of the

Protected Property. “Emergency circumstances” shall mean that the Holder has a good-faith basis to believe a violation of the Conservation Easement is occurring or is imminent.

B. Notice and Demand.

If the Holder determines that the Grantor violated this Conservation Easement or the Management Plan, the Holder shall provide written notice in accordance with Section XV, Notices, to the Grantor. The notice shall identify the violation and may request a meeting with Grantor to discuss action to cure the violation. If Holder determines, in its sole discretion, that the violation constitutes immediate and irreparable harm, the Holder may enter the Protected Property at any time without notice to Grantor to pursue its lawful remedies to mitigate or prevent harm to the Purposes and Conservation Values protected by this Conservation Easement.

C. Legal and Injunctive Relief.

Enforcement. Holder shall have the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement and to require the restoration of the Protected Property to the condition that existed prior to any such injury; all without posting of any bond or other security and without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

Prior to initiation of an enforcement action, Holder shall provide Grantor with prior notice and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action.

D. Boundaries

It shall be Grantor’s obligation to keep the boundaries of the Protected Property clearly marked. In the event boundaries are not adequately clear or marked and Grantor fails to accurately mark within a reasonable time after notice by Holder, Holder shall have the right to engage a professional surveyor to re-establish and re-mark boundaries of the Protected Property or any part thereof.

E. Reimbursement of Costs of Enforcement.

Recognizing that Holder is a charitable organization that has a duty to protect the Protected Property in the public interest, Grantor shall reimburse Holder for all reasonable costs incurred by Holder in enforcing this Conservation Easement or in taking reasonable measures to prevent, remedy, or abate any violation hereof by Grantor or any third party, including without limitation the costs of investigation, negotiation, dispute resolution, litigation, administrative proceeding, and restoration, including staff time as well as reasonable expert, consultant, and attorneys’ fees. Any such costs and fees reimbursement shall apply whether any formal action is filed, whether Holder is a plaintiff or defendant in a judicial or

administrative action or proceeding, and regardless of whether the action is styled as a declaratory judgment action or some other kind of action.

F. Holder's Disclaimer of Liability.

By its acceptance of this Conservation Easement, the Holder does not undertake any liability or obligation relating to the condition of the Protected Property.

G. Non-Waiver.

The manner and timing of the enforcement of the terms of this Conservation Easement shall be at the discretion of the Holder, and any forbearance or delay by the Holder shall not be deemed or construed to be a waiver of such rights, laches or estoppel, or lead to or support any claim for adverse possession or a prescriptive easement on the Protected Property.

H. Acts Beyond Grantor's Control.

Nothing contained in this Conservation Easement shall entitle the Holder to bring any action against the Grantor for any damage to or change in the Protected Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant damage to the Protected Property resulting from such causes. Grantor shall remain responsible for violations of this Conservation Easement caused by acts of Grantor's employees, contractors, agents, invitees, guests, licensees, and other authorized third parties. The Holder and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section V against any third party responsible for any actions inconsistent with the terms of this Conservation Easement. In the event of violations of this Conservation Easement caused by acts of third parties, at Holder's option, Grantor agrees to assign their rights of action to Holder, to join in any suit, and/or to appoint Holder its attorney-in-fact for the purposes of pursuing enforcement action. Grantor shall take all reasonable actions, but consistent in any event with customary standards for the management of comparable areas utilized for the same purposes as the Protected Property, to prevent or abate third parties from violating this Conservation Easement.

I. Taxes and Liens

Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and shall avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor shall keep the Protected Property free of any liens or encumbrances that may adversely impact Holder's rights hereunder, including without limitation those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor; and Grantor shall promptly notify Holder of the filing or recording of any such lien or encumbrance. Holder may, at its discretion, pay any outstanding taxes, assessments, liens or encumbrances, and shall then be entitled to reimbursement by Grantor, together with interest at the then-prevailing statutory post-

judgment interest rate in Maine under 14 M.R.S. Section 1602-C or successor provisions thereof, calculated from the date of Holder's payment. Grantor and Holder agree that Holder shall have a lien on the Protected Property to secure Holder's right to reimbursement and that Holder may record such lien at any time. In any collection process or court action brought by Holder for reimbursement, Holder shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorney's fees.

J. Responsibility of Landowner

Responsibility of Landowner. Grantor acknowledges that Holder has neither possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operation, upkeep, improvement and maintenance of the Protected Property. Grantor shall indemnify, defend and hold Holder harmless from and against any and all liabilities, costs, damages, or expenses of any kind including, without limitation, reasonable attorneys fees, that Holder may suffer or incur as a result of or arising out of the activities of Grantor or any other person on the protected property, other than those caused by the negligent acts or acts of misconduct of Holder, and except those arising out of Holder's workers' compensation obligations. Holder's right to be defended, held harmless and indemnified by Grantor shall extend without limitation to any action based upon the presence of toxic and/or hazardous substances upon or emanating from the Protected Property.

VI. DISPUTE RESOLUTION

The Grantor and the Grantee desire and agree that disputes arising from time to time concerning the provisions of this Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use, action, or inaction complies with the provisions of this Easement, the concerned party shall notify the other party of the problem, and the parties shall attempt to reach an agreeable resolution by informal dialogue.

This Conservation Easement is in accordance with Maine's established public policy that encourages the use of non-litigative methods of dispute resolution. When a dispute arises between the Grantor and the Holder concerning uses or activities on the Protected Property, which they cannot resolve by informal means, the following dispute resolution procedures may be followed:

A. Conditions for Required Alternative Dispute Resolution ("ADR").

Prior to bringing an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, the parties may seek to resolve the dispute through

mediation if the Holder determines that the following conditions (the “ADR Conditions”) are met:

- i. The Grantor agrees not to proceed with the disputed use or activity pending resolution of the dispute, and
- ii. No injury to the Protected Property has occurred or will occur while the parties are engaging in the ADR process.

B. Conditional Waiver of Right to Litigate.

In submitting the dispute to mediation, the parties acknowledge they are temporarily, voluntarily waiving their rights to litigate the dispute in a court of law, so long as the ADR Conditions are being met. In the event either of the ADR Conditions is violated, the Holder shall have the immediate right to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, as is more fully set forth in Section V above.

C. Conditions for ADR By Mutual Agreement of the Holder and Grantor.

Regardless of whether the ADR Conditions are met, the parties by mutual agreement may, in addition to mediation, submit the dispute to other forms of ADR such as binding or non-binding arbitration. By mutual agreement, other conditions may be set under which the process of ADR would proceed. The violation of these additional conditions by one of the parties, would give the other party the right to immediately proceed with an action in law or equity. In no instance is an arbitrator authorized to issue any decision or award that would have the effect of terminating this Conservation Easement in whole or in part, or amending this Conservation Easement in such a manner as to materially detract from the conservation values intended for protection, and any party may bring an action in law or in equity, including pursuant to 33 M.R.S. § 477-A(2)(B) to challenge an arbitration award on these grounds.

D. Dispute Resolution.

Unless otherwise agreed, the procedure the parties shall use for mediation is as follows:

- i. Either party may serve the other with a written request for mediation. A mediation session shall be scheduled no later than sixty (60) days after the date of the request if the Holder determines that the ADR Conditions are met or unless the parties agree otherwise.

- ii. Mediation shall be conducted by a mediator mutually agreeable to Holder and Grantor who is on the Superior Court roster maintained by the Maine Court Alternative

Dispute Resolution Service (CADRES) (or successor or alternative entity that meets mediation standards recognized under state law.)

iii. If the parties cannot agree on a mediator, they shall each pick a mediator, and those two mediators shall select a third mediator **who alone shall actually conduct the mediation.**

iv. The costs of mediation shall be shared equally by the parties unless otherwise agreed or unless reimbursement to Holder is applicable under Section V.E herein.

VII. ACCESS

The Conservation Easement hereby conveyed does not grant to the Holder, the general public, or any other person any right to enter upon the Protected Property except that there is granted to the Holder and Holder's respective representatives the right to enter the Protected Property:

- (1) to inspect the same to determine compliance and consistency with the terms of this Conservation Easement;
- (2) to enforce the terms of this Conservation Easement;
- (3) to take any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof.
- (4) with prior notice to and approval by the Grantor, to use the Protected Property for field trips, research and outdoor educational opportunities, so long as such activities do not negatively impact the ecological health of the Protected Property or the Purposes of this Conservation Easement.
- (5) with prior notice to and approval by the Grantor, to install signs to the effect that the Protected Property is protected by a Conservation Easement; signs shall be subject to the Management Plan process and shall be designed and constructed in a manner that minimizes their impact on the wild nature of the Protected Property.

VIII. VALUE OF CONSERVATION EASEMENT, PROCEEDS, EXTINGUISHMENT

A. The parties agree that the grant of this Conservation Easement gives rise to a property right that vests immediately in Holder. The parties further agree that this property right as of the date of its creation has a fair market value that is at least equal to the proportionate value that the Conservation Easement bears at the time of the gift to the value of the property as a

whole at that time, in accordance with IRS Regulations at 1.170A-14(g)(6)(ii) (hereinafter the "Proportionate Value"). The Proportionate Value shall remain constant.

B. If either Holder or Grantor receives notice of the actual or threatened exercise of the power of eminent domain (hereinafter a "Taking") with respect to any interest in or any part of the Protected Property, the party who receives the notice shall promptly notify the other and the parties may proceed jointly or either party may at its discretion take such legal action as it deems necessary to: (i) challenge the Taking; (ii) challenge the amount of allocation of any award tendered by the Taking authority; or (iii) otherwise participate in, challenge or appeal such proceedings, findings or awards. Any third party counsel and consultants (including appraisers) hired by either party shall be reasonably acceptable to the other party. Each party shall be responsible for its own costs and legal fees, absent written agreement of the parties.

C. This Conservation Easement may be extinguished or terminated only by judicial order in a court of competent jurisdiction, including a Taking in accordance with subsection VIII.2 above. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the conservation purposes of this Conservation Easement are impossible to accomplish, and if both Grantor and Holder agree. Should this Conservation Easement be terminated or extinguished as provided in this paragraph, in whole or in part, Holder shall be entitled to be paid no less than the greater of: (i) in accordance with § 1.170A-14(g)(6)(ii), a portion of any proceeds of a subsequent sale, exchange, or involuntary conversion computed as to the Proportionate Value ; or (ii) in accordance with 33 M.R.S. § 477-A(2)(B), the increase in value of the Grantor's estate resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Grantor and Holder. Holder shall use its share of the proceeds or other moneys received under this paragraph in a manner consistent with the Conservation Purposes of this Conservation Easement. Grantor agrees and authorizes Holder to record a notice of a lien on the Protected Property which lien will be effective as of the date of such extinguishment, to secure its rights under this Paragraph.

IX. Discretionary Approvals and Amendments

A. Discretionary Approvals.

Grantor and Holder recognize that certain activities by the Grantor may warrant the prior discretionary approval of Holder, and that Holder has the right to issue such discretionary approvals without prior notice to any other party. Nothing in this paragraph shall require either party to agree to any discretionary approval.

B. Amendments.

Grantor and Holder recognize that rare and extraordinary circumstances could arise which warrant modification of certain of the provisions of this Conservation Easement. To this end, subject to more restrictive laws and regulations, if any, Grantor and Holder

have the right to agree to amendments to this Conservation Easement without prior notice to any other party, provided that in the sole and exclusive judgment of Holder, such amendment does not violate the restrictions in this section. Amendments will become effective upon recording at the Franklin County Registry of Deeds. Nothing in this paragraph shall require the Grantor or the Holder to agree to any amendment or to negotiate regarding any amendment.

C. Further Limitations on Discretionary Approval and Amendments.

Notwithstanding the foregoing, except as provided by 33 M.R.S. § 477-A(2), as amended, by which a Conservation Easement may be amended by court approval in an action in which the Attorney General is made a party, Holder and Grantor have no right or power to approve any action or agree to any discretionary approval or amendment that would:

- i. materially detract from the Conservation Values intended for protection under this Conservation Easement;
- ii. limit the term or result in the partial or complete termination of this Conservation Easement; or
- iii. adversely affect the qualification of this Conservation Easement or the status of the Holder under applicable laws, including the Maine Conservation Easement Act at 33 M.R.S. §476 et seq., and Sections 170(h), 501(c)(3), 2522, and 2031(c) of the Internal Revenue Code, successor provisions thereof and regulations issued pursuant thereto.

Grantor acknowledges that uses prohibited by this Conservation Easement may, in the future, become more economically valuable than permitted uses; Grantor likewise has considered that neighboring properties may be put entirely to such prohibited uses. Grantor and Holder expressly intend that any such changes in the economy or to nearby lands shall not be deemed “changed conditions” that might otherwise be used as an argument to alter or terminate this Conservation Easement. Likewise, Grantor understands and acknowledges that Holder’s interest in this Conservation Easement is governed by federal and state law, as well as organizational standards and practices that make future alterations or amendments to this Conservation Easement unfeasible or highly unlikely, unless to clarify the terms consistent with the Purposes of this Conservation Easement, to enhance and not impair the Conservation Values protected by this Conservation Easement, or to make the terms more restrictive.

X. NONWAIVER

The failure or delay of the Holder, for any reason whatsoever, to do any action required or contemplated hereunder, or to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute a waiver, laches, or estoppel of its rights to do so at a later time.

XI. ASSIGNABILITY**Assignment Limitation.**

This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code (or successor provisions thereof) and the requirements of 33 M.R.S. Section 476(2), as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation purposes of this grant.

XII. ENVIRONMENTAL WARRANTY

Nothing in this Conservation Easement shall be construed as giving rise to any right or ability in Holder to exercise physical or management control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA) or any corresponding state and local statute or ordinance. Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property, as such substances and wastes are defined by applicable law,

XIII. SUBSEQUENT DEEDS AND TRANSFERS

This Conservation Easement must be incorporated by reference in any deed or other legal instrument by which Grantors convey any interest in the Protected Property, including, without limitation, a leasehold or mortgage interest. Grantors further agree to give written notice to Holder within thirty (30) days of the transfer or conveyance of any interest in the Protected Property. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

Compliance/Estoppel Certificates

Upon written request by Grantor, Holder will provide Compliance/Estoppel Certificates to Grantor or third parties, indicating the extent to which, to Holder's knowledge after due inquiry, the Protected Property is in compliance with the terms of this Conservation Easement. The inspection of the Protected Property for this purpose will be made by Holder at Grantor's cost within a reasonable time after Grantor's written request.

XIV. NOTICE OF PROPOSED TRANSFER OF PROPERTY OR INTEREST

The Grantor agrees to promptly notify Holder in writing of any proposed transfer or sale of the Protected Property or any interest in the Protected Property to provide the opportunity for Holder to explain the terms of the Conservation Easement to potential new owners or interest holders prior to any closing or transfer. No later than thirty (30) days after the transfer, any

new successor Grantor shall copy the Holder with the newly recorded deed, as well as the successor Grantor's name and contact information.

XV. NOTICE AND APPROVAL

A. Notice and Approval Requirements

Grantor agrees to notify Holder prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant, and where prior notice or approval is specifically required in this Conservation Easement. Grantor's notices must include sufficient information to enable Holder to determine whether Grantor's plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof. Holder's approval shall be conditioned on compliance with the terms of Section IX.

B. Method for Notice

1. Any notices or requests for approval required by this Conservation Easement shall be in writing and shall be personally delivered or sent certified mail, return receipt requested, or by such commercial delivery service as provides proof of delivery, to Grantor and Holder, at the following addresses, unless one has been notified by the other of a change of address or change of ownership:

To Grantor:

At the address of the owner(s) of record as noted hereinabove or as provided by Grantor in writing, or if not provided, as set forth below.

To Holder:

At P.O. Box 761 Portland, Maine 04104 or as provided by Holder in writing, or if not provided, as set forth below

In the event that notice mailed to Holder or to Grantor at the last address on file with Holder is returned as undeliverable, the sending party shall provide notice by regular mail to Landowner's last known address on file with the local property taxing authority, or the State Tax Assessor in the case of land in the unorganized territories; or in the case of Holder, or in the case of a corporate owner, to the address on file with the Secretary of State, State of Maine, and the mailing of such notice shall be deemed compliance with the notice provisions of this Conservation Easement.

2. In addition to the methods set forth in Section XV.B.1, a notice or request for approval or any other communication may be sent by electronic mail or other electronic communication (“email”) only if an authorized agent of the receiving party has consented to receiving notice by email at a specific address and the recipient, by an email sent to the email address for the sender or by the same email returned to the originating address for the sender, or by a notice delivered by another method in accordance with Section XV.B.1, acknowledges having received that email. An automatic “read receipt” shall not constitute acknowledgment of an email for purposes of this Section 11.B.2.

C. Time for Notice and Reply

1. Where Grantor is required to provide notice to Holder pursuant to this Conservation Easement, such notice shall be given in writing at least thirty (30) days prior to the event giving rise to the need to give notice except as otherwise specifically provided herein.
2. Where Grantor is required to obtain Holder's prior written approval, such request shall be given in writing **not less than thirty (30)** days prior to undertaking the proposed activity except as otherwise specifically provided herein. Holder, upon receipt of Grantor's request, shall acknowledge receipt of the same. Following such review, Holder shall grant, grant with conditions, or withhold its approval. Failure to approve Grantor's request within **forty-five (45)** days shall be deemed a constructive denial of such request. Because a constructive denial is not a decision by Holder based on the merits of Grantor's request, it is not final or binding on Holder, and Grantor may resubmit the same or a similar request for approval. No proposed activity may proceed without Holder's written approval as provided herein.

XVI. EFFECTIVE DATE

This Conservation Easement shall be effective when the Grantor and the Holder have executed it.

XVII. RECORDATION:

Holder shall record this instrument in timely fashion in the official records of the Franklin County Registry of Deeds.

XVIII. CONTEMPORANEOUS WRITTEN ACKNOWLEDGEMENT

In compliance with I.R.C. Section 170(f)(8), Holder acknowledges receipt of this Conservation Easement on the date hereof, and states that it has not provided Grantor with any goods or services in consideration, in whole or in part, for Grantor's contribution of this Conservation Easement.

XIX. GENERAL PROVISIONS

A. Controlling Law and Interpretation.

The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the conservation purposes of this Conservation Easement and the policy and purpose of the Maine Conservation Easement Act at 33 M.R.S. Sections 476 through 479-C, inclusive, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement shall govern.

B. Grantor and Holder Definitions.

The term "Grantor" or "Grantors" as used in this Conservation Easement shall include, unless the context clearly indicates otherwise, the within-named Grantor(s), jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" and "Holder" as used in this Conservation Easement are synonymous and shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns.

C. Owner's Rights and Obligations, Joint Obligation. A person's or entity's obligation hereunder as Grantor, or successor owner of the Protected Property, shall be joint and several, and will cease, only if and when such person or entity ceases to have any ownership interest in the Protected Property, (or relevant portion thereof) but only to the extent that the Protected Property (or relevant portion thereof), is then in compliance herewith, and provided such person or entity shall have fulfilled the requirements of Sections XIII and XIV. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer; provided that the new owner shall also be responsible for bringing the Protected Property into compliance.

D. Severability, Entire Agreement, No Forfeiture.

If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance, shall remain valid. This instrument and the Baseline Documentation set forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to Grantor of any rights extinguished or conveyed hereby.

E. Standing to Enforce

Holder or Grantor may bring an action to enforce this grant, and nothing herein should be construed to grant any other individual or entity standing to bring an action hereunder, unless

otherwise provided by law; nor to grant any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Conservation Easement shall affect any public rights in or to the Protected Property acquired by common law, adverse possession, prescription, or other law, independently of this grant.

F. Other Laws

This Conservation Easement does not supersede any federal, state, municipal, and other governmental laws or the need for any permits or approvals. It is solely the Grantor's responsibility to be knowledgeable about any applicable laws and regulations.

H. Successors.

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

I. Acknowledgment of Arbitration

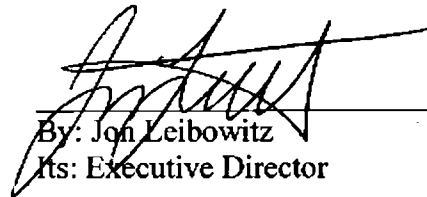
Grantor and Holder understand that Section VI.C of this Conservation Easement contains an option to arbitrate by agreement. After signing this document, in the event we subsequently agree in writing to arbitrate a dispute, we understand that we and our successors in interest will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement set forth in Section VI.C, unless it involves a question of constitutional or civil rights or can be addressed by administrative processes or an injunction when applicable. Instead, we agree to submit any such dispute to an impartial arbitrator as provided in this Conservation Easement. Notwithstanding the foregoing, in no instance is an arbitrator authorized to issue any decision or award that would have the effect of terminating this Conservation Easement in whole or in part, or amending this Conservation Easement in such a manner as to materially detract from the conservation values intended for protection, and any party may bring an action in law or in equity, including pursuant to 33 M.R.S. § 477-A(2)(B) to challenge an arbitration award on these grounds.

TO HAVE AND TO HOLD the said Conservation Easement including all development rights, covenants, and restrictions conveyed thereby, with all the privileges and appurtenances thereof, unto the said Northeast Wilderness Trust Corporation, and its successors and assigns, to its own use and behoof forever.

IN WITNESS WHEREOF, Grantor, **Northeast Wilderness Trust Corporation**, has caused these presents to be signed and sealed in its corporate name and behalf by Jon Leibowitz, its Executive Director, hereunto duly authorized, this 19th day of October, 2021.

Northeast Wilderness Trust Corporation

Witness



By: Jon Leibowitz
Its: Executive Director

STATE OF VERMONT
COUNTY OF WASHINGTON
2021

October 19, 2021

Personally appeared Jon Leibowitz, Executive Director, and authorized representative of the above-named Grantor, **Northeast Wilderness Trust Corporation**, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

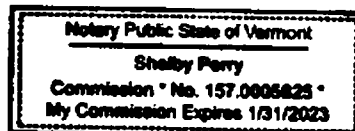


Notary Public / ~~Attorney at Law~~

Shelby Perry

Printed name of notary

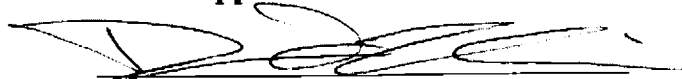
My commission expires: _____



ACCEPTANCE OF CONSERVATION EASEMENT

The above and foregoing Conservation Easement was authorized to be accepted by **Maine Appalachian Trail Land Trust**, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through David Kallin, its President, hereunto duly authorized, this 26th day of October, 2021.

Maine Appalachian Trail Land Trust



by: David Kallin
Its: President

STATE OF MAINE
COUNTY OF CUMBERLAND

At Portland, ME this 26th day of October, 2021, David Kallin, the President and duly authorized agent of the **Maine Appalachian Trail Land Trust** personally appeared and he acknowledged this instrument for the purposes therein, by him sealed and subscribed, to be his free act and deed and the free act and deed of the **Maine Appalachian Trail Land Trust**, before me.



ME Notary Public / Print Name: Tynan J. Lawrence

TYNAN J. LAWRENCE
NOTARY PUBLIC
State of Maine
My Commission Expires January 09, 2026

**EXHIBIT A
PROPERTY DESCRIPTION**

WEST TRACT:

A lot or parcel of land, situated on the southeasterly side of Route 16, so-called, also known as Rangeley Road, so-called, but not adjacent thereto, situated in Redington Township, in the County of Franklin, State of Maine, and being more particularly bounded and described as follows:

Beginning at a point, being a set iron rod and cap, at the southwesterly most corner of the land now or formerly of Redington Mountain Windpower, L.L.C. (RMW), being the Black Nubble Parcel, as described in the deed recorded in the Franklin County Registry of Deeds in Book 2366, Page 80, being Parcel I, said point also being along the northerly boundary line of the land now or formerly of the United States of America (USA), being the Survival, Evasion, Resistance, and Escape Training Center Naval Air Station, as shown on the United States Dept. of the Navy S.E.R.E. School Property Perimeter Map, dated December 10, 1984, by John G. Gay, PLS 1089, and described in the deed recorded in the said Registry in Book 903, Page 52;

Thence N 00°49'37" W, along said RMW parcel, 1,107.25 feet, to a set iron rod and cap;

Thence N 89°10'23" E, along said RMW parcel, 1,853.40 feet, to a set iron rod and cap;

Thence N 04°53'23" E, along said RMW parcel, 1,628.40 feet, to a set iron rod and cap, and other land now or formerly of said RMW, being the Black Nubble Expansion Parcel, as described in the deed recorded in the said Registry in Book 2661, Page 206, being Parcel I;

Thence S 89°10'23" W, along said RMW parcel, 116.30 feet, to a set iron rod and cap;

Thence N 20°52'17" W, along said RMW parcel, 1,000.00 feet, to a set iron rod and cap;

Thence N 89°10'23" E, along said RMW parcel, 1,000.00 feet, to a set iron rod and cap;

Thence S 20°52'17" E, along said RMW parcel, 1,000.00 feet, to a point, and the said land now or formerly of RMW, being the said Black Nubble Parcel, as described in the deed recorded in the said Registry in Book 2366, Page 80, being parcel I;

Thence S 01°59'33" W, along said RMW parcel, 1,500.30 feet, to a set iron rod and cap;

Thence N 88°10'13" E, along said RMW parcel, 2,359.30 feet, to a set iron rod and cap;

Thence N 58°16'23" E, along said RMW parcel, 4,181.80 feet, to a set iron rod and cap;

Thence N 00°11'03" E, along said RMW parcel, 4,569.90 feet, to a set iron rod and cap;

Thence N 42°18'13" E, along said RMW parcel, 907.36 feet, to a set iron rod and cap and other land now or formerly of said RMW, being the Access Corridor parcel, as described in the deed recorded in the said Registry in Book 2661, Page 206, being Parcel III;

Thence N 17°27'06" E, along said RMW parcel, 222.01 feet, to a point;

Thence N 71°23'29" E, along said RMW parcel, 29.95 feet, to a point;

Thence N 71°05'00" E, along said RMW parcel, 40.25 feet, to a point;

Thence N 48°04'27" E, along said RMW parcel, 96.52 feet, to a point;

Thence N 44°00'50" E, along said RMW parcel, 112.34 feet, to a point, and the remaining land of the Grantor herein, said point being N 70°11'09" W, and 3.37 feet, from a set iron rod and cap, as a witness monument, and being N 69°58'41" W, and, 72.24 feet, from the northwesterly corner of the East Tract, being described herein below;

Thence N 70°11'09" W, along the remaining land of the Grantor herein, 829.74 feet, to a set iron rod and cap;

Thence S 45°47'27" W, along said remaining land of the Grantor herein, 6,541.61 feet, to a set iron rod and cap;

Thence S 31°16'38" E, along said remaining land of the Grantor herein, 1,793.46 feet, to a set iron rod and cap;

Thence S 63°14'56" W, along said remaining land of the Grantor herein, being partially along the end of ROW – A4, described herein below, 1,252.73 feet, to a set iron rod and cap;

Thence N 53°46'28" W, along said remaining land of the Grantor herein, 1,928.43 feet, to a set iron rod and cap;

Thence N 86°07'41" W, along said remaining land of the Grantor herein, being partially along the end of ROW – A2, described herein below, 1,255.20 feet, to a set iron rod and cap;

Thence S 17°34'54" W, along said remaining land of the Grantor herein, 1,866.92 feet, to a set iron rod and cap;

Thence S 53°41'52" W, along said remaining land of the Grantor herein, 1,927.95 feet, to a set iron rod and cap;

Thence S 29°18'37" E, along said remaining land of the Grantor herein, 1,439.22 feet, to a set iron rod and cap, and the said land now or formerly of said USA;

Thence N 56°31'09" E, along said USA parcel, 296.76 feet, to the point of beginning;

Containing 677 Acres, more or less.

EAST TRACT

A lot or parcel of land, situated on the southeasterly side of Route 16, so-called, also known as Rangeley Road, so-called, but not adjacent thereto, situated in Redington Township, in the County of Franklin, State of Maine, and being more particularly bounded and described as follows:

Beginning at a point, being a found wood post in a pile of stones, as shown on the Plan of Land and Proposed Division of land of Plum Creek Timberlands, LLC, dated March 5, 2013, by Christopher H. Mende, PLS 1302, of Civil Consultants, recorded in the Franklin County Registry of Deeds in Plan Book 5710 through 5724 (see Plan Book 5711), at the southeasterly most corner of the land now or formerly of Ursa Major, LLC, as described in the deed recorded in the said Registry in Book 3321, Page 289, and being at the southeasterly corner of Coplin Plantation and the northeasterly corner of Redington Township, and being on the westerly boundary line of the land now or formerly of the State of Maine, being the Crocker Mountain Project parcel, as described in the deed recorded in the said Registry in Book 3552, Page 182, and being on the westerly Township Line of the Town of Carrabassett Valley;

Thence S 78°39'25" W, along said Township Line between Coplin Plantation and Redington Township, 896.85 feet, to a point, and the remaining land of the Grantor herein, said point being N 58°49'05" E, and, 32.13 feet, from a set iron rod and cap, as a witness monument;

Thence S 58°49'05" W, along said remaining land of the Grantor herein, 5,644.42 feet, to a set iron rod and cap;

Thence S 34°51'14" E, along said remaining land of the Grantor herein, 3,385.86 feet, to a blazed 16" white birch, said birch being N 80° W, and, 5.8 feet, from a set iron rod and cap as a witness monument;

Thence S 78°58'13" E, along said remaining land of the Grantor herein, 1,024.29 feet, to a set iron rod and cap;

Thence S 16°27'11" E, along said remaining land of the Grantor herein, 2,540.84 feet, to a set iron rod and cap;

Thence S 73°40'24" E, along said remaining land of the Grantor herein, 2,901.07 feet, to a set iron rod and cap;

Thence S 22°45'51" E, along said remaining land of the Grantor herein, 664.10 feet, to a set iron rod and cap;

Thence S 70°38'57" W, along said remaining land of the Grantor herein, 553.71 feet, to a point, and the centerline of the end of ROW – A6, described herein below, said point being N 17°10'05" E, and, 20.63 feet, from a set iron rod and cap, as a witness monument;

Thence continuing S 70°38'57" W, along said remaining land of the Grantor herein, 4,589.53

feet, to a set iron rod and cap:

Thence S 48°04'30" W, along said remaining land of the Grantor herein, 2,668.07 feet, to a set iron rod and cap;

Thence S 15°13'56" E, along said remaining land of the Grantor herein, 1,925.68 feet, to a set iron rod and cap;

Thence S 69°51'46" W, along said remaining land of the Grantor herein, 2,121.38 feet, to a set iron rod and cap;

Thence N 25°51'30" W, along said remaining land of the Grantor herein, 1,860.20 feet, to a set iron rod and cap;

Thence N 58°58'59" W, along said remaining land of the Grantor herein, 956.78 feet, to a set iron rod and cap;

Thence N 00°31'55" E, along said remaining land of the Grantor herein, 1,805.74 feet, to a set iron rod and cap;

Thence N 40°16'30" W, along said remaining land of the Grantor herein, 4,057.19 feet, to a set iron rod and cap;

Thence N 69°56'42" W, along said remaining land of the Grantor herein, 879.38 feet, to a point and the land now or formerly of said Redington Mountain Windpower L.L.C. (RMW), being the Access Corridor parcel, as described in the deed recorded in the said Registry in Book 2661, Page 206, being Parcel III, said point being N 69°56'42"W, and, 3.38 feet, from a set iron rod and cap, as a witness monument, and being S 69°58'41" E, and, 72.24 feet, from the northeasterly corner of the West Tract, being described herein above;

Thence S 44°00'50" W, along said RMW parcel, 144.05 feet, to a point:

Thence S 48°04'27" W, along said RMW parcel, 112.30 feet, to a point;

Thence S 71°03'44" W, along said RMW parcel, 50.41 feet, to a point;

Thence S 17°27'06" W, along said RMW parcel, 106.40 feet, to a set iron rod and cap, and other land now or formerly of said RMW, being the Black Nubble Parcel, as described in the deed recorded in the said Registry in Book 2366, Page 80, being Parcel I;

Thence S18°43'07"E, along said RMW parcel, 2,120.35 feet, to a set iron rod and cap;

Thence S02°33'53"W, along said RMW parcel, 464.87 feet, to a set iron rod and cap, and other land now or formerly of said RMW, being the Black Nubble Summit Road Expansion Area, as described in the deed recorded in the said Registry in Book 2661, Page 206, Parcel II;

Thence S 35°29'10" E, along said RMW parcel, 429.95 feet, to a set iron rod and cap;

Thence S 02°33'53" W, along said RMW parcel, 542.19 feet, to a set iron rod and cap;

Thence S 28°18'26" W, along said RMW parcel, 610.15 feet, to a set iron rod and cap, and the said other land now or formerly of said RMW, being the said Black Nubble parcel;

Thence S 02°33'53" W, along said RMW parcel, 956.78 feet, to a set iron rod and cap;

Thence S 52°11'37" E, along said RMW parcel, 2,511.60 feet, to a set iron rod and cap;

Thence S 77°28'57" E, along said RMW parcel, 841.80 feet, to a set iron rod and cap;

Thence S 04°00'27" E, along said RMW parcel, 834.60 feet, to a set iron rod and cap oint;

Thence N 77°28'37" W, along said RMW parcel, 4,251.80 feet, to a set iron rod and cap;

Thence S 58°20'14" W, along said RMW parcel, 3,496.62 feet, to a set iron rod and cap, and the land now or formerly of the United States of America, being the Survival, Evasion, Resistance, and Escape Training Center Naval Air Station, as shown on the United States Dept. of the Navy S.E.R.E. School Property Perimeter Map, dated December 10, 1984, by John G. Gay, PLS 1089, and described in the deed recorded in the said Registry in Book 903, Page 52;

Thence S 83°30'47" E, along said USA parcel, 9,029.62 feet, to an iron rod and cap as shown on the said 1984 Navy Map;

Thence N 88°16'38" E, along said USA parcel, 3,450.95 feet, to a set iron rod and cap, and the land now or formerly of said RMW (formerly Kibby Windpower, LLC), being the Redington Range parcel, as described in the deed recorded in the said Registry in Book 1737, Page 132;

Thence N 06°29'54" E, along said RMW parcel, 600.00 feet, to a set iron rod and cap;

Thence N 75°29'54" E, along said RMW parcel, 1,925.00 feet, to a set iron rod and cap;

Thence S 76°10'06" E, along said RMW parcel, 2,054.47 feet, to a set iron rod and cap, and other land now or formerly of said RMW, being the Redington Range Parcel Expansion, as described in the deed recorded in the said Registry in Book 2861, Page 4, Parcel 2;

Thence N 51°02'09" E, along said RMW parcel, 1,483.73 feet, to a set iron rod and cap, and the said other land now or formerly of said RMW (formerly Kibby Windpower, LLC), being the Redington Range parcel, as described in the deed recorded in the said Registry in Book 1737, Page 132;

Thence N 03°49'54" E, along said RMW parcel, 1,775.00 feet, to a set iron rod and cap;

Thence N 87°45'06" W, along said RMW parcel, 1,885.00 feet, to a set iron rod and cap;

Thence N 00°59'54" E, along said RMW parcel, 465.00 feet, to a set iron rod and cap;

Thence N 65°29'54" E, along said RMW parcel, 3,141.04 feet, to a set iron rod and cap, and the said land now or formerly of the State of Maine, being the said Crocker Mountain Project parcel, and being the said Township Line between said Redington Township and the Town of Carrabassett Valley;

Thence N 09°09'33" W, along said State of Maine Parcel, being along said Township Line, 1,724.31 feet, to a 5/8" rebar with cap as per said 2013 Plum Creek Plan, in Plan Book 5713;

Thence N 09°40'07" W, along said State of Maine Parcel, being along said Township Line, 9,177.24 feet, to a 5/8" rebar with cap as per said 2013 Plum Creek Plan, in Plan Book 5712;

Thence N 10°20'55" W, along said State of Maine Parcel, being along said Township Line, 2,338.20 feet, to the point of beginning;

Containing 2,738 Acres, more or less.

ROW – A1

TOGETHER WITH rights to the Right of Way known as ROW – A1, being an Ingress-Egress Easement for access on foot or in vehicle, through the remaining land of the Grantor herein, to provide access to and from ROW-C and the parcels described herein above, said Right of Way being 66.00' feet wide, the sidelines are 33.00' and parallel to the centerline as described as follows:

Beginning at a point, being along the boundary line between the remaining land of the Grantor herein, and the land now for formerly of the Estate of Adrian A. Brochu, as described in the deed recorded in the said Registry in Book 3154, Page 110, said point being at the end of ROW - C as shown on the Boundary Survey Map referenced herein below, and the "Boundary Survey Map of the Proposed Conservation Easement to the United States of America and the Maine Appalachian Trail Land Trust of the Billion Pine, LLC Parcel," dated March 2, 2018, by Robert A. Yarumian II PLS 1303, of Maine Boundary Consultants, recorded in the FCRD in Plan Book 6241 through 6245;

Thence S 47°59'19" E, along said centerline, 336.64 feet, to a point;

Thence S 60°39'31" E, along said centerline, 422.40 feet, to a point;

Thence S 53°45'31" E, along said centerline, 312.34 feet, to a point;

Thence S 35°04'43" E, along said centerline, 299.51 feet, to a point;

Thence S 57°13'53" E, along said centerline, 225.42 feet, to a point;

Thence S 36°03'45" E, along said centerline, 525.56 feet, to a point;

Thence S 21°03'29" E, along said centerline, 538.14 feet, to a point;

Thence S 79°09'10" E, along said centerline, 185.24 feet, to a point;
Thence N 65°05'07" E, along said centerline, 249.53 feet, to a point;
Thence S 69°18'58" E, along said centerline, 394.30 feet, to a point;
Thence S 04°02'21" E, along said centerline, 330.08 feet, to a point;
Thence S 24°45'55" E, along said centerline, 326.78 feet, to a point;
Thence S 12°54'56" E, along said centerline, 259.40 feet, to a point;
Thence S 17°48'55" W, along said centerline, 200.03 feet, to a point;
Thence S 15°38'35" E, along said centerline, 209.05 feet, to a point;
Thence S 49°26'44" E, along said centerline, 157.91 feet, to a point;
Thence S 29°30'34" E, along said centerline, 315.51 feet, to a point;
Thence S 78°55'10" E, along said centerline, 412.72 feet, to a point;
Thence N 66°02'45" E, along said centerline, 497.83 feet, to a point;
Thence N 87°28'48" E, along said centerline, 512.63 feet, to a point;
Thence N 76°27'07" E, along said centerline, 412.49 feet, to a point;
Thence N 53°07'47" E, along said centerline, 386.51 feet, to a point;
Thence N 11°31'01" E, along said centerline, 326.66 feet, to a point;
Thence N 63°46'22" E, along said centerline, 244.16 feet, to a point;
Thence S 85°00'35" E, along said centerline, 286.95 feet, to a point;
Thence N 43°29'25" E, along said centerline, 507.78 feet, to a point;
Thence N 68°55'55" E, along said centerline, 601.46 feet, to a point;
Thence N 46°07'06" E, along said centerline, 488.77 feet, to a point;
Thence N 76°38'33" E, along said centerline, 494.92 feet, to a point;
Thence N 61°11'41" E, along said centerline, 375.50 feet, to a point, and the end of said ROW – A1, and being at the beginning of ROW – A2 and ROW – A3, described herein below, said point being N 67°00'51" W, and, 53.35 feet, from a set iron rod and cap, said set iron rod and cap being at the northwesterly corner of the West Tract, described herein above;

ROW – A2

TOGETHER WITH rights to the Right of Way known as ROW – A2, being an Ingress-Egress Easement for access on foot or in vehicle, through the remaining land of the Grantor herein, to provide access to and from ROW-A1 and the West Tract described herein above, said Right of Way being 66.00' feet wide, the sidelines are 33.00' and parallel to the centerline as described as follows;

Beginning at a point, being at the end of ROW – A1, described herein above, said point being N 67°00'51" W, and, 53.35 feet, from a set iron rod and cap, said set iron rod and cap being at the northwesterly corner of the West Tract, described herein above;

Thence S 28°48'19" E, along said centerline, 73.36 feet, to a point, and the West Tract, described herein above, said point being S 17°34'54" W, along the boundary line between said West Tract and the remaining land of the Grantor herein, 45.58 feet, from said set iron rod and cap being at the northwesterly corner of the said West Tract;

ROW – A3

TOGETHER WITH rights to the Right of Way known as ROW – A3, being an Ingress-Egress Easement for access on foot or in vehicle, through the remaining land of the Grantor herein, to provide access to and from ROW – A2 and the parcels described herein above, said Right of Way being 66.00' feet wide, the sidelines are 33.00' and parallel to the centerline as described as follows.

Beginning at a point, being at the end of ROW – A1, described herein above, said point being N 67°00'51" W, and, 53.35 feet, from a set iron rod and cap, said set iron rod and cap being at the northwesterly corner of the West Tract, described herein above;

Thence N 61°11'41" E, along said centerline, 338.52 feet, to a point;

Thence N 51°48'56" E, along said centerline, 371.87 feet, to a point;

Thence N 43°42'55" E, along said centerline, 377.80 feet, to a point;

Thence S 59°28'09" E, along said centerline, 229.03 feet, to a point;

Thence S 73°57'53" E, along said centerline, 565.54 feet, to a point;

Thence S 68°48'25" E, along said centerline, 542.36 feet, to a point;

Thence S 39°50'22" E, along said centerline, 213.68 feet, to a point;

Thence N 54°44'47" E, along said centerline, 150.29 feet, to a point, and the end of said ROW – A3, and being at the beginning of ROW – A4 and ROW – A5, described herein below;

ROW – A4

TOGETHER WITH rights to the Right of Way known as ROW – A4, being an Ingress-Egress Easement for access on foot or in vehicle, through the remaining land of the Grantor herein, to provide access to and from ROW – A3 and the West Tract described herein above, said Right of Way being 66.00' feet wide, the sidelines are 33.00' and parallel to the centerline as described as follows;

Beginning at a point, being at the end of ROW – A4, described herein above;

Thence S 34°35'29" E, along said centerline, 229.55 feet, to a point;

Thence S 31°46'51" E, along said centerline, 285.97 feet, to a point;

Thence S 56°24'23" E, along said centerline, 233.64 feet, to a point;

Thence S 33°53'35" E, along said centerline, 170.08 feet, to a point;

Thence S 45°51'28" E, along said centerline, 175.00 feet, to a point;

Thence S 04°23'04" E, along said centerline, 108.59 feet, to a point;

Thence S 26°43'34" W, along said centerline, 150.59 feet, to a point;

Thence S 09°58'30" W, along said centerline, 256.05 feet, to a point, and the West Tract, described herein above, said point being N 63°14'56" E, along the boundary line between said West Tract and the remaining land of the Grantor herein, 102.15 feet, from said set iron rod and cap being at the southerly corner of the said remaining land of the Grantor herein;

ROW – A5

TOGETHER WITH rights to the Right of Way known as ROW – A5, being an Ingress-Egress Easement for access on foot or in vehicle, through the remaining land of the Grantor herein, to provide access to and from ROW – A3 and the West Tract described herein above, said Right of Way being 66.00' feet wide, the sidelines are 33.00' and parallel to the centerline as described as follows;

Beginning at a point, being at the end of ROW – A4, described herein above;

Thence N 13°44'07" W, along said centerline, 243.93 feet, to a point;

Thence N 46°54'48" W, along said centerline, 119.81 feet, to a point;

Thence N 53°30'25" W, along said centerline, 190.60 feet, to a point;

Thence N 32°49'03" W, along said centerline, 30.78 feet, to a point;

Thence N 14°12'26" W, along said centerline, 46.18 feet, to a point;

Thence N 68°26'54" E, along said centerline, 455.37 feet, to a point;

Thence N 40°46'29" E, along said centerline, 271.89 feet, to a point;
 Thence N 53°54'22" E, along said centerline, 208.96 feet, to a point;
 Thence N 40°22'19" E, along said centerline, 353.18 feet, to a point;
 Thence N 65°20'10" E, along said centerline, 704.85 feet, to a point;
 Thence N 39°16'16" E, along said centerline, 478.44 feet, to a point;
 Thence N 55°37'17" E, along said centerline, 654.02 feet, to a point;
 Thence N 32°07'46" E, along said centerline, 482.39 feet, to a point;
 Thence N 23°36'01" E, along said centerline, 602.72 feet, to a point;
 Thence N 69°18'46" E, along said centerline, 333.03 feet, to a point;
 Thence N 52°57'45" E, along said centerline, 486.52 feet, to a point;
 Thence N 22°48'48" E, along said centerline, 372.27 feet, to a point;
 Thence N 15°48'12" E, along said centerline, 480.03 feet, to a point;
 Thence N 37°36'48" E, along said centerline, 335.56 feet, to a point;
 Thence N 16°06'15" E, along said centerline, 703.00 feet, to a point;
 Thence N 31°40'42" E, along said centerline, 486.43 feet, to a point;
 Thence N 54°04'56" E, along said centerline, 419.69 feet, to a point;
 Thence N 70°47'57" E, along said centerline, 592.92 feet, to a point;

Thence N 37°12'40" E, along said centerline, 217.20 feet, to a point, and the land now or formerly of Redington Mountain Wind Power, L.L.C., being the Access Corridor parcel, as described in the deed recorded in the said Registry in Book 2661, Page 206, being Parcel III, and the end of said ROW – A5, and being at the beginning of ROW – D, described herein below;

ROW – A6

TOGETHER WITH rights to the Right of Way known as ROW – A6, being an Ingress-Egress Easement for access on foot or in vehicle and for the use, introduction, maintenance, replacement and repair of all utility services (as term is defined under 33 M.R.S.A. Sec. 458), through the remaining land of the Grantor herein, to provide access to and from ROW – D and the West Tract described herein above. Said Right of Way being 66.00' feet wide. This description describes the centerline of this Rights of Way, the sidelines are 33.00' and parallel to the centerline;

Beginning at a point, being along the boundary line between the remaining land of the Grantor herein, and the land now for formerly of the Redington Mountain Wind Power, L.L.C., being the Access Corridor parcel, as described in the deed recorded in the said Registry in Book 2661, Page 206, being Parcel III, and being at the end of ROW – D, described herein below;

Thence N 54°38'40" E, along said centerline, 157.88 feet, to a point;

Thence N 38°25'27" E, along said centerline, 208.58 feet, to a point;

Thence N 48°40'30" E, along said centerline, 252.40 feet, to a point;

Thence N 37°30'16" E, along said centerline, 177.14 feet, to a point;

Thence N 68°11'55" E, along said centerline, 237.59 feet, to a point;

Thence N 46°25'48" E, along said centerline, 385.66 feet, to a point;

Thence N 26°47'10" E, along said centerline, 252.61 feet, to a point;

Thence N 14°38'54" E, along said centerline, 297.25 feet, to a point;

Thence N 63°04'20" E, along said centerline, 230.93 feet, to a point;

Thence S 78°01'34" E, along said centerline, 756.13 feet, to a point;

Thence N 78°41'59" E, along said centerline, 594.89 feet, to a point;

Thence S 89°24'27" E, along said centerline, 421.61 feet, to a point;

Thence S 66°41'01" E, along said centerline, 244.97 feet, to a point;

Thence S 76°27'56" E, along said centerline, 242.02 feet, to a point;

Thence S 54°06'30" E, along said centerline, 204.40 feet, to a point;

Thence S 86°29'14" E, along said centerline, 177.89 feet, to a point;

Thence S 70°29'10" E, along said centerline, 512.01 feet, to a point;

Thence S 47°48'29" E, along said centerline, 510.93 feet, to a point, said point being S 27°09'33" E, and, 116.19 feet, from a set iron rod and cap, as a witness monument;

Thence S 06°03'04" E, along said centerline, 547.74 feet, to a point;

Thence S 15°15'33" W, along said centerline, 340.44 feet, to a point;

Thence S 34°55'46" E, along said centerline, 370.05 feet, to a point;

Thence S 15°55'59" E, along said centerline, 351.20 feet, to a point;

Thence S 03°34'34" E, along said centerline, 244.50 feet, to a point;
Thence S 19°57'00" E, along said centerline, 807.76 feet, to a point;
Thence S 06°50'01" W, along said centerline, 320.38 feet, to a point;
Thence S 34°29'58" E, along said centerline, 379.93 feet, to a point;
Thence S 33°56'58" E, along said centerline, 106.04 feet, to a point;
Thence S 21°14'54" E, along said centerline, 187.88 feet, to a point;
Thence S 43°46'41" E, along said centerline, 127.62 feet, to a point;
Thence S 36°49'21" E, along said centerline, 155.49 feet, to a point;
Thence N 89°54'10" E, along said centerline, 138.96 feet, to a point;
Thence S 69°35'35" E, along said centerline, 118.81 feet, to a point;
Thence S 48°51'02" E, along said centerline, 474.91 feet, to a point;
Thence S 58°14'44" E, along said centerline, 421.97 feet, to a point;
Thence S 20°17'42" E, along said centerline, 326.49 feet, to a point;
Thence S 30°57'39" E, along said centerline, 551.54 feet, to a point;
Thence S 42°02'00" E, along said centerline, 171.32 feet, to a point;
Thence S 50°30'58" E, along said centerline, 984.33 feet, to a point;
Thence S 57°08'38" E, along said centerline, 405.25 feet, to a point;
Thence S 52°36'45" E, along said centerline, 169.31 feet, to a point;
Thence S 79°04'45" E, along said centerline, 172.44 feet, to a point;
Thence N 85°03'26" E, along said centerline, 389.90 feet, to a point;
Thence S 78°44'07" E, along said centerline, 335.07 feet, to a point;
Thence N 74°09'47" E, along said centerline, 395.32 feet, to a point;
Thence N 72°10'18" E, along said centerline, 357.28 feet, to a point;
Thence N 79°25'18" E, along said centerline, 258.82 feet, to a point;
Thence N 75°29'01" E, along said centerline, 340.84 feet, to a point;
Thence S 87°41'23" E, along said centerline, 139.61 feet, to a point;

Thence S 75°13'04" E, along said centerline, 178.54 feet, to a point;
 Thence S 78°51'31" E, along said centerline, 479.24 feet, to a point;
 Thence S 78°45'51" E, along said centerline, 364.60 feet, to a point;
 Thence N 87°00'20" E, along said centerline, 339.84 feet, to a point;
 Thence N 69°54'20" E, along said centerline, 93.29 feet, to a point;
 Thence N 42°32'01" E, along said centerline, 240.11 feet, to a point;
 Thence S 49°20'33" E, along said centerline, 230.13 feet, to a point;
 Thence S 77°06'47" E, along said centerline, 314.80 feet, to a point;
 Thence S 85°42'20" E, along said centerline, 264.47 feet, to a point;
 Thence S 74°15'50" E, along said centerline, 526.66 feet, to a point;
 Thence N 75°21'47" E, along said centerline, 365.83 feet, to a point;

Thence S 84°03'40" E, along said centerline, 25.82 feet, to a point, and the East Tract, described herein above, and the end of said ROW – A6, said point being N 17°10'05" E, and, 20.63' from set iron rod and cap as a witness monument;

TOGETHER WITH the following right of ways for an Ingress-Egress Easement over the land now or formerly of the Estate of Adrian A. Brochu, which provide access for the parcels described herein above to and from Rangeley Road, so-called, also known as Route 16, so-called. Being 66' wide, and is over the roads known as Oddy's Road, so-called, Quill Hill Road, so-called, and West Branch Road, so-called.

ROW – B, Oddy's Road, so-called, and Quill Hill Road, so-called, being a RIGHT OF WAY, for the benefit of the parcels described herein above as described in the deed of Dallas Company, LLC to Adrian A. Brochu, dated June 17, 2009, and recorded in the said Registry in Book 3154, Page 110, and described in the Dallas Company, LLC to Billion Pine, LLC, dated March 19, 2012, and recorded in the said Registry in Book 3425, Page 317. Also see the Right-of-Way Maintenance Agreement Deed between Adrian A. Brochu and Billion Pine, LLC, dated March 21, 2012, and recorded in the said Registry in Book 3425, Page 329. Said ROW - B is shown on the "Boundary Survey Map of the Proposed Conservation Easement to the United States of America and the Maine Appalachian Trail Land Trust of the Billion Pine, LLC Parcel," dated March 2, 2018, by Robert A. Yarumian II PLS 1303, of Maine Boundary Consultants, recorded in the FCRD in Plan Book 6241 through 6245.

ROW – C, West Branch Road, so-called, being a RIGHT OF WAY, for the benefit of the parcels described herein above as described in the Easement Deed of Adrian A. Brochu to Billion Pine, LLC, dated March 21, 2012, and recorded in the said Registry in Book 3425,

Page 327. Said ROW - C is shown on the Boundary Survey Map referenced herein below, as well as the said 2018 Billion Pine Survey.

ROW - D:

TOGETHER WITH rights to the Right of Way known as ROW – D, being an Ingress-Egress Easement through a portion of the land now or formerly of Redington Mountain Windpower, LLC, being a section of the Access Corridor parcel, is described in the deed, dated September 21, 2005, and recorded in the said Registry in Book 2661, Page 206, to provide access from ROW – A5 and ROW – A6, for the West Tract described herein above, said Right of Way being 66.00' feet wide, the sidelines are 33.00' and parallel to the centerline as described as follows;

Beginning at a point, being along the boundary line between the remaining land of the Grantor herein, and the land now for formerly of the Redington Mountain Wind Power, L.L.C., being the Access Corridor parcel, as described in the deed recorded in the said Registry in Book 2661, Page 206, being Parcel III, and being at the end of ROW – A5, described herein below;

Thence N 37°12'40" E, along said centerline, 33.37 feet, to a point;

Thence N 44°17'51" W, along said centerline, 304.26 feet, to a point;

Thence N 30°55'29" W, along said centerline, 276.33 feet, to a point;

Thence N 12°45'25" W, along said centerline, 331.90 feet, to a point;

Thence N 07°03'36" W, along said centerline, 248.47 feet, to a point;

Thence N 13°45'36" W, along said centerline, 365.89 feet, to a point;

Thence N 01°06'11" E, along said centerline, 158.45 feet, to a point;

Thence N 22°19'20" W, along said centerline, 389.95 feet, to a point;

Thence N 05°34'20" E, along said centerline, 180.84 feet, to a point;

Thence N 32°54'42" E, along said centerline, 132.09 feet, to a point;

Thence N 40°38'43" E, along said centerline, 274.14 feet, to a point, and the remaining land of the Grantor herein, and the end of said ROW – D, and being at the beginning of ROW – A6, described herein above.

TOGETHER WITH the following Easements, Right of Ways, and other Rights as described in the following deeds:

1.) The Deed of Dallas Company to Kibby Windpower, LLC, dated March 10, 1998, and recorded in the said Registry in Book 1737, Page 132 (also see Book 2366, Page 91).

- 2.) The Deed of Dallas Company to RMW, dated October 1, 2003, and recorded in the said Registry in Book 2366, Page 80.
- 3.) The Memorandum of option to repurchase deed from RMW to Dallas Company, dated October 14, 2003 and recorded in the said Registry in Book 2366, Page 93 (also see Book 3507, Page 26).
- 4.) The Deed of Dallas Company, LLC to RMW, dated September 21, 2005, and recorded in the said Registry in Book 2661, Page 206.

SUBJECT TO the following Easements, Right of Ways and other Rights as described in the following documents:

- 1.) The Deed of Dallas Company to Kibby Windpower, LLC, dated March 10, 1998, and recorded in the said Registry in Book 1737, Page 132 (also see Book 2366, Page 91).
- 2.) The Deed of Dallas Company to RMW, dated October 1, 2003, and recorded in the said Registry in Book 2366, Page 80.
- 3.) The Memorandum of option to repurchase deed from RMW to Dallas Company, dated October 14, 2003 and recorded in the said Registry in Book 2366, Page 93 (also see Book 3507, Page 26).
- 4.) The Deed of Dallas Company, LLC to RMW, dated September 21, 2005, and recorded in the said Registry in Book 2661, Page 206.
- 5.) The Deed of Easement of Dallas Company, LLC to Redington Mountain Windpower L.L.C., dated January 16, 2007, and recorded in the said Registry in Book 2863, Page 328.
- 6.) The Affidavit of Harley Lee (president of Endless Energy Corporation which is the Manager of Redington Mountain Windpower, LLC) dated May 17, 2007, and recorded in the said Registry in Book 2904, Page 165.
- 7.) Subject to and with the benefit of the terms and provisions set forth in the Right-of-Way Maintenance Agreement by and between Adrian A. Brochu and Billion Pine, LLC dated March 19, 2012 and recorded in said Registry in Book 3425, Page 329.
- 8.) Subject to and with the benefits of the terms and provisions set forth in the Agreement Regarding Right-of-Way Maintenance Agreement by and between Billion Pines, LLC and Northeast Wilderness Trust Corporation dated March 26, 2021, and recorded in the said Registry in Book 4302, Page 20.

AND SUBJECT TO

- 1.) Rights of Billion Pine, LLC and others in and to the use of appurtenant easements and terms and conditions relative to the use thereof set forth or referred to in the documents granting such appurtenant easements.
- 2.) Rights of others not of record, if any, to use any private road(s) within the bounds of the premises.

The basis of bearing for this description is GRID NORTH based on the Maine State Coordinate System West Zone, NAD 83 (Cors96) Epoch 2002, using a Trimble GeoExplorer 6000 GNSS (GPS) receiver. The 2020 magnetic declination was found to be 15.5° west of Grid North. The set iron rod and cap at the southeasterly corner of the West Tract, also being the southwesterly most corner of the Redington Mountain Windpower, L.L.C. Black Nubble Parcel, and along the northerly boundary line of the United States of America parcel, is at a coordinate of NORTH 795514.8106, EAST 2870930.1129. The wood post and pile of stones at the northeasterly corner of the East Tract, also being the southeasterly most corner of the Ursa Major, LLC parcel, and the intersection between Redington Township, Coplin Plantation, and Carrabassett Valley, is at a coordinate of NORTH 813298.5200, EAST 2893022.9200.

All said "Set iron rod and cap(s)" are 5/8" rebar with a 2" aluminum cap or 1/4" nail with a 2" aluminum washer marked "LAND SURVEY MONUMENT SET BY ROBERT A. YARUMIAN PLS 1303" or a 1/2" iron rod with 1" diameter plastic cap marked "SET BY PLS 1303".

This description is based on the "Boundary Survey Map of the Proposed Parcels to be Conveyed to the Northeast Wilderness Trust from Billion Pine, LLC," dated September 1, 2020, prepared by Robert A. Yarumian II, PLS 1303 of Maine Boundary Consultants, Moderation Center, 8 River Road, P.O. Box 67, Buxton, Maine, 04093, recorded or to be recorded in Franklin County Registry of Deeds, and conforms to the Maine Board of Licensure for Professional Land Surveyors, Rules, of April 2001, Chapter 90, Standards of Practice.

Meaning and intending to describe a portion of the premises, as described in the deed of Dallas Company, LLC to Billion Pine, LLC, dated March 19, 2012, and recorded in the Franklin County Registry of Deeds in Book 3425, Page 317. Reference is made to the Redington Forest Conservation Easement of Billion Line LLC to Maine Appalachian Trail Land Trust and The Trust for Public Land, dated June 18, 2018, and recorded in the said Registry in Book 4005, Page 281.

Notwithstanding anything to the contrary above or set forth in the deed to which this Exhibit A is attached, the granting of right of ways ROW-B, ROW-C and ROW-D and the Easements, Right of Ways, and other Rights as described in the deeds and documents listed as 1.) through 4.) above are made with quitclaim covenant only.

EXHIBIT B**GUIDING PRINCIPLES FOR MANAGEMENT PLANS**

- A. The Purposes of this Conservation Easement includes protecting the Property's Ecological Integrity. Appropriate management actions include ecological restoration, rare species or natural community management, control of over-abundant species, and the careful accommodation of permitted human use of the Property. Any such actions will require a written Management Plan ("Management Plan").
- B. The Management Plan and any revisions thereto shall be prepared by qualified conservation personnel (for example, a conservation biologist, land trust staff, forest ecologist, or restoration ecologist) with the depth of inquiry and detail of the Management Plan appropriate to the proposed activity and any ecological disturbance, which might occur as a result of the proposed activity. The Management Plan should consider the surrounding landscape context of the Property as well as the Property itself.
- C. The Management Plan shall include, but not be limited to:
1. The overall goals and measurable steps to achieve goals and monitor impacts.
 2. Proposed actions, and the expected effect of such actions, on the Property's Ecological Integrity, including what will or may happen if the proposed actions occur and what will or may happen if the proposed actions do not occur.
 3. Measures needed to protect the Ecological Integrity of the Property during the course of the proposed actions.
 4. Appropriate time frames for actions; Management Plan reviews; duration of the Management Plan; and Management Plan renewal, updates and amendments
 5. The principles that will minimize impact of any camping on the property, such as the number, location, scale, management, timing, and volume of camping that is consistent with the Purposes of the Conservation Easement and the camping is consistent with the US Leave No Trace Principles or successor principles
- D. The Grantor shall provide a copy of the Management Plan to the Holder within 12 months of the granting of this Conservation Easement. The Management Plan will be reviewed and updated at least every ten (10) years to reflect naturally occurring changes in the Property, ongoing monitoring and research, and advancements in scientific understanding, or more often as needed to address implementing permitted activities.

- E. The Grantor will send the proposed Management Plan, including all updates and amendments, to the Holder and/or reviewing party in a timely manner, no less than 60 days prior to the planned activity, along with sufficient information to enable the Holder to review whether the proposed Management Plan is consistent with the terms and Purposes of this Conservation Easement.
- F. The Holder shall review the Management Plan for consistency with the Purposes and terms of this Conservation Easement. The Holder may seek expert advice during the review process to determine whether the proposed Management Plan supports the Purposes of this Conservation Easement and the Conservation Values of the Protected Property.
- G. If the Holder finds that any portion of the Management Plan is inconsistent with the terms of this Easement or that resulting activities could result in a violation of this Easement, the Holder will provide written comments to the Grantor identifying and explaining such inconsistencies. In the event that good faith negotiations on actions proposed in the draft Management Plan are unsuccessful, Holder reserves the right to deny approval of the Management Plan and any specific actions proposed therein that Holder deems likely to lead to violations of the Conservation Easement
- H. All notices shall conform to the requirements stated in Section XV of this Easement.
- I. The Holder shall have at least sixty (60) days to review and approve the proposed Management Plan. Within thirty (30) days of receiving the proposed Management Plan, the Holder will notify the Grantor as to whether there is sufficient information to complete a review. The final thirty (30) day review period will begin when the Holder determines that Grantor provided sufficient information.
- J. Should the Holder, after a good faith effort, require more time to review the proposed Management Plan, Grantor may but is not required to grant a reasonable extension. Any such extension will be mutually agreed upon. If parties do not agree, the extension period shall be thirty (30) days. Nonaction by the Holder is deemed a denial of the Management Plan or any amendment thereto.
- K. Any activity proposed for the duration of the Management Plan that is otherwise prohibited by the Easement must be consistent with the Section V, Discretionary Consent, and shall not be deemed or construed to be a permanent waiver of that prohibition.
- L. Nothing in the Management Plan shall give the Grantor and/or Holder the right or power to agree to any activity that runs counter to the Purposes of this Easement or would result in the termination or amendment in a manner that material detracts from the Conservation Values of the Conservation Easement,
- M. If monitoring by the Holder or the Grantor indicates that an activity allowed by the Management Plan is adversely impacting the Ecological Integrity of the Property, the activity shall immediately cease and remain suspended until such a time as the

impacts can be corrected and a future occurrence prevented. An evaluation committee, consisting of a representative of each party and a mutually agreed upon expert in an appropriate field of conservation science, shall be formed to carefully review the situation. For the purpose of this committee, "conservation science" includes scientific disciplines such as conservation biology, restoration ecology, hydrology, zoology, ecology and botany when they are applied to the study, documentation, protection, maintenance, or restoration of ecological and evolutionary processes that sustain species, natural ecosystems and landscapes. The evaluation committee shall make recommendations as to (a) what, if any, remedial actions need to be undertaken; (b) how the adverse impacts can be prevented in the future; and (c) whether the activity is still appropriate. It will be the responsibility of the Grantor to implement the recommendations of the evaluation committee.

**CONSERVATION EASEMENT
FRENCHMAN BAY CONSERVANCY, GRANTOR
NORTHEAST WILDERNESS TRUST CORPORATION, GRANTEE**

This Grant of Conservation Easement is made this 13th day of October, 2021 by **FRENCHMAN BAY CONSERVANCY**, a non-profit corporation organized and existing under the laws of the State of Maine, with a principal place of business in Hancock, Maine, and with a mailing address of P.O. Box 150, Hancock, Maine 04640-0150 ("**Grantor**"), to the **NORTHEAST WILDERNESS TRUST CORPORATION**, a non-profit corporation duly organized and existing under the laws of the State of Vermont with a principal place of business at 17 State Street, Suite 302, Montpelier, VT 05602, and its successors and assigns ("**Grantee**").

In consideration of at least one dollar and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Maine, including 33 M.R.S. §§ 476-479-C, inclusive, as amended, Grantor hereby grants to Grantee, with QUITCLAIM COVENANTS, a Conservation Easement (the "**Easement**"), in perpetuity, over, through, under and across the Property (hereinafter described) of the nature and character and to the extent hereinafter set forth.

Grantor is sole owner in fee simple of overall land and premises consisting of approximately 1435 acres on Burt Grey Road (Route 182) in the Town of Hancock, Hancock County, Maine, more particularly described in Exhibit A attached hereto and incorporated herewith by reference. The particular land area subject to the terms and restrictions set forth in this Easement is a portion of the overall land and premises, which portion shall be referred to as the "**Property**" herein, which Property is also more particularly described in Exhibit A and illustrated in Exhibit C.

Grantee is a publicly supported, tax-exempt not-for-profit organization, qualified under Section 501(c)(3) of the Internal Revenue Code, established to restore and preserve forever-wild landscapes for wildlife and people, and is qualified to hold conservation easements pursuant to 33 M.R.S. §476(2)(B), as amended.

This Easement consists of covenants on the part of Grantor to do or refrain from doing various acts set forth herein. It is hereby acknowledged that these covenants constitute a servitude on the land, and run with the land in perpetuity to conserve the Property's conservation values described in the Purposes of this Easement for present and future generations.

The Property herein is subject to a Project Agreement under the Maine Natural Resource Conservation Program (hereinafter "MNRCP") as described in the Notice of Project Agreement recorded at the Hancock County Registry of Deeds in Book 7102, Page 756, which Agreement includes the right of the Maine Department of Environmental Protection (hereinafter "MDEP"), the U.S. Army Corps of Engineers (hereinafter "USACE"), and The Nature Conservancy (hereinafter "TNC"), their employees, agents and representatives, to enter the Property to assure compliance with the terms said Agreement. MDEP, USACE and TNC have each provided the Grantor with their written consent to this Easement, in accordance with the terms of said Project Agreement.

I. PURPOSES AND VALUES OF THE EASEMENT

The primary purpose of this Easement is to protect the Property as Forever Wild in such a way as to (1) safeguard biological diversity and ecological integrity by protecting the Property's environments and ecological processes, including those described herein; (2) support viable populations of native species and their habitats; and (3) preserve and restore the wild qualities and natural beauty of the majority of the Property as free from human influence, disturbance, noise, artificial light and pollution as practicable; (4) to store and sequester carbon indefinitely by allowing natural processes to persist.

The Property protects “a relatively natural habitat of fish, wildlife, or plants or similar ecosystem” that fulfills the requirements of the Internal Revenue Service Code Section 170 (h) (4) (ii) and the Treasury Regulations Section 1.170A-14 (d) (3) and successor regulations.

The Property also preserves open space for the benefit of the general public and “pursuant to a clearly delineated Federal, State or local government conservation policy and will yield a significant public benefit” under the terms of the Internal Revenue Service Code Section 170 (h) (4) (A) (iii) (I) & (II) and Treasury Regulations Sections 1.170.A-14 (d) (4) (I) (ii) (iii) (iv) and (v) or successor regulations.

The Property possesses significant natural, ecological, scenic, habitat, and open space values (collectively, “**conservation values**”) which reflect the unique character of the Town of Hancock and are of great importance to the Grantee, the people of Hancock, and the State of Maine.

The fragmentation and loss of natural wildlife habitat due to human activity has adversely affected many regions of Maine and elsewhere, fracturing wilderness systems and wildlife corridors, splintering natural habitats and ecosystems and impeding their natural functions, degrading air and water quality and initiating a global species extinction crisis. Land conservation can be used to prevent further fragmentation and habitat loss and restore Ecological Integrity (as hereinafter defined); and

Land conservation also protects scenic, cultural and historic values and provides opportunities for spiritual renewal, contemplation and other forms of non-intrusive, quiet recreation.

The Property may possess historic and cultural significance to multiple Federally recognized and non-Federally recognized Native American tribes, a reflection of the unique geography of Hancock, Maine, being at the crossroads of multiple indigenous cultures.

The specific conservation values of the Property are further documented in a Baseline Documentation Report on file at the offices of the Grantee and may be considered incorporated herein by reference, which consists of documentation that the parties agree provides, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant.

Grantor and Grantee acknowledge that conditions which sustain the conservation values may change over time, and that the change or disappearance of some conservation values do not invalidate the others.

II. DEFINITIONS

Some terms used within this Easement are defined as follows:

“Coarse Woody Debris” is a broad term that refers to fallen dead trees and the remains of large branches on the ground in forests, rivers, and wetlands. Coarse Woody Debris for the purpose of this Easement also includes standing dead trees, often called snags. The amount of coarse woody debris is considered a key indicator in the health of forests across the Northeast. Coarse woody debris create niche habitat for myriad species, feeds new vegetation, and returns nutrients to the forest. In a healthy northeastern forest, the total biomass of a forest may include up to thirty percent coarse woody debris.

“Conservation Science” include scientific disciplines such as conservation biology, restoration ecology, hydrology, zoology, ecology and botany when they are applied to the study, documentation, protection, maintenance, or restoration of ecological and evolutionary processes that sustain species, natural ecosystems and landscapes.

“Baseline Documentation Report” (or “BDR”) is a report developed from a process of gathering and integrating background and field research about the Property and its surroundings to document the ecological composition and condition of the Property and to evaluate its management needs for wilderness purposes. The BDR may include information on the Property’s physical, biological or chemical constituents, its bedrock and surface geology, soils, ground and surface water, plants, animals, fungi or other organisms. Depending on the magnitude of the proposed management actions and the potential impacts on the Property, the BDR may

also address the surrounding context of the Property: the flow of energy, materials, water, and organisms or genetic material onto and off of the Property.

“Ecological Integrity” describes a condition in which natural processes (e.g., floods, drought, seed dispersal, nutrient cycling and maintenance of microclimates) are allowed to occur within their natural context and cycle over time without human manipulation or suppression (e.g., the timing, duration and extent of a flood is allowed to run its course). These natural processes influence habitats that support native plants, animals and other organisms in groupings appropriate to their natural landscape. This dynamic and changing environment provides opportunities for biological evolution.

“Forever Wild” is a designation for land protected in its natural condition. The Ecological Integrity and wild character of the land are preserved and protected in perpetuity. Forever Wild land should be as free from human manipulation and disturbance as possible, with management actions, if any, primarily limited to ecological restoration or to preserve natural communities and rare species at risk. Natural occurrences such as floods, weather events, fire, and native insect outbreaks should continue to influence the land over time, creating at times areas of downed, dead wood or early successional habitat. Land managed as wild benefits the natural communities therein as well as humans who may enjoy the scenic beauty and other wilderness values through minimal-impact, non-mechanized nature recreation, such as wildlife observation.

“Invasive species” are non-native animals, plants or other organisms that through their capacity to spread into native systems demonstrably or potentially threaten native species.

“Native species” are animals, plants, and other organisms that were present in an area prior to Euro-American settlement or that have moved into an area since that time without direct or indirect human assistance.

“Trammels” are restrictions or impediments to freedom. On Forever-Wild landscapes, examples of trammels may be, but not limited to, culverts, dams, paved roads, or heavily degraded and impacted log landings.

III. RESERVED RIGHTS, PROHIBITED ACTS AND USES, AND EXCEPTIONS TO OTHERWISE PROHIBITED ACTS AND USES

A. Reserved Rights by Grantor.

The following acts and uses are permitted to the extent that such acts or uses do not materially impair the conservation values of the Property, are not inconsistent with the Purposes as defined in Section I above or Prohibited Acts in Section III B below, and are in compliance with all applicable federal, state, and local laws. For all such acts and uses, coarse woody debris shall remain on the Property, and as far as practicable, at its original location.

1. The right to engage in activities such as hiking, wildlife observation, snowshoeing, cross-country skiing, ecological educational opportunities, and the quiet enjoyment and contemplation to enjoy and learn from the wild and scenic nature of the Property through minimal impact, non-mechanized nature recreation;
2. The right to mark and maintain boundaries, and erect signs prohibiting illegal public uses of the property, so long as the location and manner of the marks and signs are approved by the Grantee.
3. The right to monitor and study ecological conditions.
4. The right to permit otherwise prohibited acts and uses if necessary for emergency public safety and law enforcement activities.
5. The right to inventory, qualify, and sell carbon sequestration credits that may result from its conservation of the property as Forever Wild.
6. The right to enter into Cultural Respect Agreements(s), Invitations, Leases, Permits, or other similar agreements, with Federal and/or State recognized tribes and/or Tribal Entities.

B. Prohibited Acts and Uses.

To ensure the wild character of the Property, in accordance with the Purposes set forth above, and subject to the exceptions set forth in Sections III C and IV, the following acts and uses are prohibited on, above, through or below the Property. Prohibitions include but are not limited to those acts and uses specifically listed below:

1. Residential or industrial activities;
2. Commercial activities that could be deemed more than *de minimis* except that Grantor may charge for occasional use of the Property for commercial recreational activities (for example, the use of the property by Maine guides or by non-profit organizations for recreational trips) and third parties may charge for such trips;
3. Constructing or placing any temporary or permanent structure, or expanding an existing structure, including but not limited to, any building, dwelling, mobile home, tennis court, landing strip, swimming pool, fencing, bridge, culvert, asphalt or concrete pavement or any other impervious surface, bulkhead, wind generating facility, hydropower generating facility, sign, billboard or other advertising display, antenna, utility pole, telecommunication or other tower, conduit, utility line, piling, permanent lighting, parking lot or sewage disposal system;
4. Constructing or placing any temporary or permanent structure, facility or improvement that detracts from the wild character of the land; may encourage human use that is more than transient; or may encourage people to leave trash, including but not limited to picnic tables, trash cans, benches, tent platforms, latrines that may require maintenance or invite nuisance animals or insects;
5. Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock, oil, gas or other mineral resource or natural deposit;
6. Constructing, bulldozing, disking, plowing, harrowing, ditching, scraping, excavating, drilling, stabilizing or terracing banks or other topography, or otherwise destroying or altering the natural topography or soils;
7. Cutting, trimming, removing, digging, scraping or otherwise destroying trees or other vegetation;
8. Placing, filling, spraying, storing, injecting or dumping on or applying chemicals (including but not limited to fertilizers, insecticides and herbicides, as defined under applicable federal or state law), or any toxic or hazardous substances or materials;
9. Placing, filling, spraying, storing, injecting or dumping on or applying trash, vehicle bodies or parts, junk, waste, bio-solids, sludge, other debris or any other unsightly or offensive material, or the installation of underground storage tanks;
10. Polluting, altering, depleting, diverting, siphoning, channeling, leveling, filling, drilling, diking, ditching, damming, draining, extracting or manipulating of any surface water, ground water or wetland;
11. Altering or manipulating the hydrological regime (timing, duration, frequency, magnitude or extent of hydrological processes such as natural flooding or drying);
12. Conveying water rights for purposes other than ecological conservation, and then only with Grantee's prior written approval and as provided in the Management Plan;
13. Constructing new roads or trails;
14. Operating, allowing operation of or encouraging the use of motorized or mechanized vehicles, including but not limited to off-road vehicles, dune buggies, snowmobiles, trail or other bicycles, motorized boats, jet skis, or all-terrain vehicles;
15. Activities that leave behind tools or structures, such as rock climbing, camping or fires;

16. Purposefully introducing non-native species of plant or animal as defined by up to date publications applicable to floras and faunas in Vermont;
17. Planting or broadcasting any genetically modified organisms, transgenic organisms, or organisms replicated through genetic manipulation such as cloning;
18. Managing for forest products or other natural resources extraction or primarily to favor game species;
19. Hunting or trapping of animals;
20. Grazing or farming on the property and horseback riding;
21. Any other use of or activity that, in the sole judgment of the Grantee, would materially impair the Property's Ecological Integrity;
22. The legal or de facto dividing, subdividing, or partitioning of the Property except to convey part of the Property to another qualified conservation organization or public entity for conservation purposes in keeping with the Purposes of this Easement;
23. Including the Property as part of a gross tract area of another property for the purposes of determining density, lot coverage, open space or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density, or transferring development rights which have been encumbered or extinguished by this Easement to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

C. Exceptions to Otherwise Prohibited Acts and Uses.

The following acts and uses prohibited in Section III B may be permitted if approved by the then current Management Plan described in Section IV. Motorized vehicles, horses, or motorized equipment may be used for such approved acts and uses. For any act or use approved under this subsection, coarse woody debris shall remain on the Property, and as far as practicable, at its original location.

1. **Trails.** The right to construct and maintain new trails in a manner in keeping with the forever-wild character of the Property. Up to five miles of trails may exist on the Property. The right to undertake limited removal of trees and vegetation as necessary for the construction and maintenance of trails and for the safety of the public. Construction of new trails and rerouting of existing trails requires Notice and Approval pursuant to Section XV. Primitive trail improvements, such as boardwalks, water bars and foot bridges that minimize recreation impacts and erosion may be installed and maintained.
2. **Bikes** - The right to engage in non-motorized bicycling on the existing gravel main-stem road, as depicted in Exhibit C. Non-motorized bicycling is strictly prohibited from use on any other trail on the Property. If it is determined that such activity is occurring elsewhere, bicycling may be prohibited on the Property until further notice.
3. **Removing Trammels.** The right to remove and restore manmade improvements such as, but not limited to, roads, culverts, and dams, including the right to replant trees and vegetation, limited in time and location, for the purpose of restoring highly impacted, human-damaged natural communities, provided such measures are designed to minimize adverse effects on the conservation values. Any such activity under this subsection requires the Notice and Approval of Grantee pursuant to Section XV.
4. **Invasive and Pest Management.** The right to remove and control the spread of invasive species, diseases or blights, provided that such measures are designed to minimize adverse effects on the conservation values. In certain circumstances, the use of mechanical removal, such as but not limited to a lawnmower, may be used to control the spread of invasive species. Emergency rapid response for

the removal of newly identified invasive species may be undertaken by the Grantor, without inclusion in a Management Plan. Grantor shall provide notice to Grantee prior to any emergency rapid response activities. Nothing in this section shall be interpreted to mean that the fields identified and depicted in the BDR may be perpetually managed as fields. The right to mow invasives shall be done in a targeted manner in a way that that does not prevent trees from growing.

The right to control or remove by legal means for ecological reasons, non-Native or pest species of plant or animal, including feral animals, or to control disease outbreaks, and to restore areas impacted by such activity with native flora. The use of goats, sheep, or similar animal may be used for the control of invasive species. If any control method or removal involves the use of insecticides, herbicides or other biocides, such application shall be by the narrowest spectrum, least persistent material appropriate for the target species, and requires the Notice and Approval of Grantee pursuant to Section XV. The use of any pesticides in the neonicotinoid family is prohibited. If trapping methods must be used, they shall comply with the provisions in Section III C 5;

5. **Trapping Beaver.** The right to trap beaver (*Castor canadensis*) for the purpose of reducing damage to roads or structures. Trapping techniques and methods shall minimize risk of trapping or injuring non-target species. Any trapping allowed under this provision shall be done only with humane, non-lethal traps. The use of leg-hold traps is expressly prohibited.
6. **Hunting.** The right to allow limited hunting on the Property, provided that the species are abundant or over-abundant within the region and that the species have a legally defined hunting season under state regulation, and subject to the following conditions:
 - a. Grantee maintains right to limit hunting of native species in cases of significant population decline and at its determination.
 - b. Hunting of native predator species is not permitted.
 - c. Baiting of animals is not permitted.
 - d. Hounding and the use of dogs to chase wildlife are not permitted.
7. **Gates and Signs.** The right to install gates, barriers, kiosks, signs and fences necessary to guide public access and educate visitors. All fences, gates and signs shall be designed, sized and located to minimize adverse effects on the Property's character and the scenic views from, into, through, and within the Property. Signs may also be placed on the property for educational purposes, provided the signs are in keeping with the forever-wild character of the property.
8. **Parking Areas.** The right to construct and maintain two unpaved parking areas for the purpose of enhancing the public's access to and use of the Property. The size of said parking areas shall not exceed 5,000 square feet and shall be located at the Downeast Sunrise Trail junction & Route 182 Junction. Motorized vehicles are allowed to access and use the designated parking area;
9. **Educational Structures.** The right to designate and maintain one area to serve as an outdoor classroom. The right to place removable and non-permanent structures such as benches, stools, and picnic tables, for the purpose of educational activities in a designated area. Such structures shall be freestanding and may not be permanent and/or be anchored to the ground.

IV. MANAGEMENT PLAN

The Grantor is responsible for preparing and periodically updating a Management Plan, the purpose of which is to protect the Property's Ecological Integrity, in accordance with the requirements specified in Exhibit B. The Management Plan also will be used to satisfy the management plan required by the above referenced MNRCP Project Agreement, and therefore will be subject to review and approval by MDEP and USACE. The Grantor shall provide Grantee a draft of the Management Plan within 12 months of the granting of this Easement, and within 30 days of any subsequent revised Management Plan. No activity subject to the

Management Plan shall be undertaken until a Management Plan has been approved by Grantee, MDEP, and USACE.

The Management Plan prepared in accordance with the procedures stated in Exhibit B will address any situations where the Grantor deems it necessary to take actions to protect or restore the Property's Ecological Integrity, to accommodate Exceptions to Otherwise Prohibited Acts and Uses as provided in Section III C, or to allow an exception to prohibited activities as defined in Discretionary Consent (Section V, below). The Management Plan shall be prepared by a qualified conservation professional (for example, land trust staff, a conservation biologist, forest ecologist or restoration ecologist) based in part on a Baseline Documentation Report of the property. The depth and extent of inquiry of the Management Plan and its level of specificity should be appropriate to the proposed activity and any ecological disturbance that may occur. The Management Plan should consider the surrounding landscape context of the Property as well as the Property itself.

In the event that good faith negotiations on actions proposed in the draft Management Plan are unsuccessful, Grantee reserves the right to deny approval of the Management Plan and any specific actions proposed therein that Grantee deems likely to lead to violations of the Easement.

V. DISCRETIONARY CONSENT

Grantee's consent for an activity otherwise prohibited or possibly prohibited under Section III B, or for any activity requiring Grantee's consent under either Section III A or III C above, may be given only if, owing to unforeseen or changed circumstances, such an activity is deemed desirable by Grantor and Grantee, and Grantee determines, in its sole discretion, that the activity: (1) is consistent with the Purposes of this Easement and (2) either enhances or does not impair the conservation values associated with the Property and this Easement. Such requests by Grantor shall be in writing and shall describe the proposed activity in sufficient detail, as determined by Grantee, to allow the Grantee to make the judgments listed above.

Grantee's consent, if given, shall be in writing and shall document how the requested activity meets the requirements of this section. If Grantee consents but determines that the requested activity has significant ecological implications, then Grantor shall not proceed or use such permission until the activity is included in an approved Management Plan.

In no event shall Grantee and/or Grantor approve or engage in any activity that runs counter to the Purposes of this Easement, or would result in the Easement's termination.

VI. LEGAL REMEDIES OF THE GRANTEE

A. Notice and Demand.

If the Grantee determines that the Grantor violated this Easement or the Management Plan, the Grantee shall provide written notice in accordance with Section XV, Notices, to the Grantor. The notice shall identify the violation, provide Grantor with a reasonable opportunity to cure any breach, and may request a meeting with Grantor to discuss action to cure the violation. If Grantee determines, in its sole discretion, that the violation constitutes immediate and irreparable harm, the Grantee may enter the Property at any time without notice to Grantor to pursue its lawful remedies to mitigate or prevent harm to the Purposes and conservation values protected by this Easement.

B. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Easement by appropriate legal proceedings, including ex parte actions, to obtain injunctive and other equitable relief, including, without limitation, restoration of the Property to its condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee. Prior to initiation of an enforcement action, Grantee shall provide Grantor with prior notice and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action.

C. Reimbursement of Costs of Enforcement.

Grantor covenants and agrees to reimburse the Grantee for all reasonable costs and expenses (including reasonable attorneys' fees) incurred in enforcing this Easement or in remedying or abating any violation thereof, provided that the Grantor is directly or primarily responsible for the violation.

D. Grantee's Disclaimer of Liability.

By its acceptance of this Easement, the Grantee does not undertake any liability or obligation relating to the condition of the Property.

E. Non-Waiver.

The manner and timing of the enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance or delay by the Grantee shall not be deemed or construed to be a waiver of such rights, laches or estoppel, or lead to or support any claim for adverse possession or a prescriptive easement on the Property.

F. Acts Beyond Grantor's Control.

Nothing contained in this Easement shall entitle the Grantee to bring any action against the Grantor for any damage to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant damage to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section VI, against any third party responsible for any actions inconsistent with the terms of this Easement.

VII. DISPUTE RESOLUTION

A. Informal Resolution.

The Grantor and the Grantee desire and agree that disputes arising from time to time concerning the provisions of this Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use, action, or inaction complies with the provisions of this Easement, the concerned party shall notify the other party of the problem, and the parties shall attempt to reach an agreeable resolution by informal dialogue.

B. Mediation.

If informal dialogue does not resolve the dispute, either party may refer the dispute to mediation by written notice to the other. Within 10 days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Chittenden or Washington County, Vermont, or such other location as the parties may agree. Each party shall pay its own legal fees and other costs, and the costs of mediation shall be split equally between the parties.

C. Arbitration.

If the parties agree to bypass mediation, or if they subsequently agree that mediation did not successfully resolve the dispute, the parties may mutually agree to submit the dispute to binding arbitration in accordance with 14 M.R.S. §5927 *et seq.* Arbitration shall not be required, and this provision shall *not* create a duty to arbitrate; however, arbitration is available as an option. At such time both parties involved in the dispute mutually agree in writing to arbitrate a particular dispute, then the agreement shall be binding, as set forth in 14 M.R.S. §5927. In such case, the arbitrator shall be selected by mutual agreement of the parties, or if the parties cannot agree on an arbitrator then by the American Arbitration Association. The costs of arbitration shall be shared equally by the parties, unless otherwise determined by the arbitrator due to one party being

unreasonable or dilatory. The decision by the arbitrator shall be binding on both parties. The parties shall select an arbitrator within two weeks of the submission of an issue to arbitration, and every reasonable effort shall be made to complete arbitration of any dispute within 30 days of the selection of an arbitrator. The arbitrator shall be without authority to issue an award that has the effect of terminating or amending this Easement in such a manner as to materially detract from the conservation values intended for protection without the prior approval of the court in an action in which the Attorney General is made a party pursuant to 33 M.R.S. § 477-A(2)(B).

D. Action at Law or Equity.

Despite the availability of mediation and arbitration to address disputes, if either party believes that entering into mediation or arbitration is unlikely to resolve a dispute, or unlikely to produce results effectively in a timely way, then either party may bring an action at law or in equity in any court of competent jurisdiction at any time to address the dispute. Such action may include seeking a temporary or permanent injunction, recovering damages, or obtaining other relief as appropriate.

VIII. ACCESS

The Easement hereby conveyed does not grant to the Grantee, the general public, or any other person any right to enter upon the Property except that there is granted to the Grantee and Grantee's representatives the right to enter the Property:

- (1) to inspect the same to determine compliance and consistency with the terms of this Easement;
- (2) to enforce the terms of this Easement;
- (3) to take any and all actions with respect to the Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof.
- (4) with prior notice to and approval by the Grantor, to use the Property for field trips, research and outdoor educational opportunities, so long as such activities do not negatively impact the ecological health of the Property or the Purposes of this Easement.
- (5) with prior notice to and approval by the Grantor, to install signs to the effect that the Property is protected by a conservation easement; signs shall be subject to the Management Plan process and shall be designed and constructed in a manner that minimizes their impact on the wild nature of the Property.

IX. VALUE OF CONSERVATION EASEMENT, PROCEEDS, EXTINGUISHMENT

A. Grantee's Receipt of Property Right.

The Grantor and the Grantee agree that the granting of this Easement gives rise for purposes of this subsection to a real property right, immediately vested in the Grantee.

B. Value of Grantee's Property Right.

The real property rights arising from this Easement shall have a fair market value equal to the proportionate value that this easement bears to the value of the unrestricted property determined at the time of conveyance. Such proportionate value of the Grantee's property right shall remain constant.

C. Right of Grantee to Recover Proportionate Value at Disposition.

If any occurrence ever gives rise to extinguishment or other release of this Easement under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

D. Grantor/Grantee Cooperation Regarding Public Action.

If all or any part of the Property or any interest therein is ever taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

E. Allocation of Expenses upon Disposition.

All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the Grantee in shares equal to such proportionate value.

F. Continuing Trust of Grantee's Share of Proceeds of Easement Disposition.

The Grantee shall use Grantee's share of the proceeds in a manner consistent with either the Purposes of this Easement or its nonprofit mission.

G. Extinguishment.

This Easement may be extinguished or terminated only by judicial order in a court of competent jurisdiction, including a taking in accordance with Section IX D above. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the conservation purposes of this Easement are impossible to accomplish, and if both Grantor and Grantee agree. Should this Easement be terminated or extinguished as provided in this subsection, in whole or in part, Grantee shall be entitled to be paid no less than the greater of: (1) in accordance with § 1.170A-14(g)(6)(ii), a portion of any proceeds of a subsequent sale, exchange, or involuntary conversion computed as to the Proportionate Value ; or (2) in accordance with 33 M.R.S. § 477-A(2)(B), the increase in value of the Grantor's estate resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Grantor and Grantee. Grantee shall use its share of the proceeds or other moneys received under this subsection in a manner consistent with the Conservation Purposes of this Easement. Grantor agrees and authorizes Grantee to record a notice of a lien on the Protected Property which lien will be effective as of the date of such extinguishment, to secure its rights under this subsection.

X. LIMITATION ON AMENDMENT

Grantor acknowledges that uses prohibited by this Easement may, in the future, become more economically valuable than permitted uses; Grantor likewise has considered that neighboring properties may be put entirely to such prohibited uses. Grantor and Grantee expressly intend that any such changes in the economy or to nearby lands shall not be deemed "changed conditions" that might otherwise be used as an argument to alter or terminate this Easement. Likewise, Grantor understands and acknowledges that Grantee's interest in this Easement is governed by federal and state law, as well as organizational standards and practices that make future alterations or amendments to this Easement unfeasible or highly unlikely, unless to clarify the terms consistent with the Purposes of this Easement, to enhance and not impair the conservation values protected by this Easement, or to make the terms more restrictive.

Under no circumstances shall an amendment allow any additional residential, recreational, industrial or commercial structures or any industrial or commercial activities be allowed.

XI. ASSIGNABILITY

This Easement is assignable, 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. If at any time it becomes impossible for the Grantee to ensure compliance with the restrictions and covenants contained herein, or Grantee ceases to exist, then Grantee's rights and duties herein shall vest in full and fall upon another entity having similar purposes to which such

rights and duties may be awarded by a court of competent jurisdiction under the doctrine of *cypres* which provides for substitutions that respect the intentions of the original parties.

XII. ENVIRONMENTAL WARRANTY

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA) or any corresponding state and local statute or ordinance. Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law,

XIII. SUBSEQUENT TRANSFERS

In any deed, lease or other document conveying an interest in all or part of the Property, the transferring Grantor shall make reference to this Easement and shall indicate that this Easement is binding in perpetuity upon all successors in interest in the Property. Grantor's failure to do so shall not affect the enforceability of this Easement. Grantee shall be notified at least 30 days in advance of any transfer.

XIV. NOTICE OF PROPOSED TRANSFER OF PROPERTY OR INTEREST

The Grantor agrees to promptly notify Grantee in writing of any proposed transfer or sale of the Property or any interest in the Property to provide the opportunity for Grantee to explain the terms of the Easement to potential new owners or interest holders prior to any closing or transfer. No later than 30 days after the transfer, any new successor Grantor shall copy the Grantee with the newly recorded deed, as well as the successor Grantor's name and contact information.

XV. NOTICE AND APPROVAL

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally with a written receipt, or digitally (such as by email) so long as there is an acknowledgement of receipt by the recipient, or sent by first class mail, certified, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service and shall be considered delivered 10 days after being sent by first class mail or, if delivered in hand or sent by overnight delivery service, upon receipt, or if digitally, upon acknowledgment of receipt by the recipient.

Whenever Notice and Approval is required, Grantor shall notify Grantee in writing not less than 30 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to whether or not it meets the standard of approval specified for the type of proposal, and must be deemed sufficient by the Grantee in its discretion to constitute proper notice hereunder ("**Notice**"). Grantor shall not undertake the proposed activity until Grantor has received Grantee's approval in writing, not to be unreasonably withheld ("**Approval**"). Grantee shall approve or deny Grantor's written request, or notify Grantor of a delay in Grantee's decision, in writing within 45 days of receipt of the Notice, provided that the request included sufficient supporting details as described above. In approving such proposal, Grantee may attach such conditions as it reasonably deems necessary to comply with the Purposes, terms and intent of this Easement. If Grantee fails to respond within 45 days of receipt of the Notice, Grantor will further contact Grantee in writing and by telephone to confirm that Grantee received the Notice and has deemed it sufficient, and if after 15 days Grantee does not respond or notify Grantor of a delay in Grantee's decision, the proposal shall be deemed approved if it is otherwise consistent with the Purposes.

XVI. COSTS, TAXES, LIABILITY

A. Taxes and Liens

Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Property and any uses thereof, and shall avoid the imposition of any liens that may impact Grantee's rights hereunder. Grantor shall also promptly notify Grantee of the filing or recording of any such lien or encumbrance against the Property. Grantee may, at its discretion, but without any obligation to do so, pay any such outstanding taxes, assessments, liens or encumbrances, and shall then be entitled to reimbursement by Grantor, together with interest at the then-prevailing statutory post-judgment interest rate in Maine under 14 M.R.S. §1602-C or successor provisions thereof, calculated from the date of Grantee's payment. Grantor and Grantee agree that Grantee shall have a lien on the Property to secure Grantee's right to reimbursement and that Grantee may record such lien at any time. In any collection process or court action brought by Grantee for reimbursement, Grantee shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees.

B. Responsibility of Owners

Grantor acknowledges that Grantee has neither possessory rights in the Property, nor any responsibility or right to control, maintain, or keep up the Property. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operation, upkeep, improvement and maintenance of the Protected Property.

XVII. EFFECTIVE DATE

This Easement shall be effective when the Grantor and the Grantee have executed it.

XVIII. RECORDATION:

Grantees shall record this instrument in timely fashion in the official records of the Hancock County Registry of Deeds.

XIX. GENERAL PROVISIONS

A. Controlling Law.

The interpretation and performance of this Easement shall be governed by the laws of Maine.

B. Liberal Construction.

Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purposes of this Easement and the policy and mission of the Grantee. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability.

If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remaining provisions of this Easement shall not be affected thereby.

D. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings or agreements.

E. Successors.

The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefits 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.

F. Acknowledgment of Arbitration

Grantor and Grantee understand that Section VII C of this Easement contains an option to arbitrate. After signing this document, in the event that the parties subsequently agree in writing to arbitrate a dispute, each understands that it and its successors in interest will not be able to bring a lawsuit concerning any dispute that may arise that is covered by the arbitration agreement set forth in Section VII C, unless it involves a question of constitutional or civil rights or can be addressed by administrative processes or an injunction when applicable. Instead, the parties agree to submit any such dispute to an impartial arbitrator as provided in this Easement.

TO HAVE AND TO HOLD all interests described in this Easement, with all the privileges and appurtenances thereof, to Grantee, **Northeast Wilderness Trust Corporation**, its successors and assigns, to its own use and benefit forever.

IN WITNESS WHEREOF, Grantor, **Frenchman Bay Conservancy**, has caused these presents to be signed and sealed in its corporate name and behalf by Aaron Dority, its Executive Director, hereunto duly authorized, this 13th day of October, 2021.

Frenchman Bay Conservancy

[Signature]
Witness

[Signature]
By: Aaron Dority
Its: Executive Director

STATE OF MAINE
COUNTY OF HANCOCK

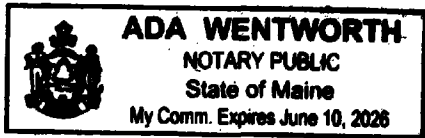
10/13/, 2021

Personally appeared Aaron Dority, Executive Director, and authorized representative of the above-named Holder, **FRENCHMAN BAY CONSERVANCY**, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

[Signature]
Notary Public/Attorney at Law
[Signature]
Printed name of notary

My commission expires: 6/10/2026

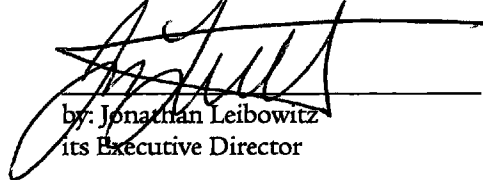


ACCEPTANCE OF EASEMENT

The above and foregoing Conservation Easement was authorized to be accepted by **NORTHEAST WILDERNESS TRUST CORPORATION**, Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Conservation Easement, by and through Jonathan Leibowitz, its Executive Director, hereunto duly authorized, this 4 day of October, 2021.

CORPORATION

NORTHEAST WILDERNESS TRUST

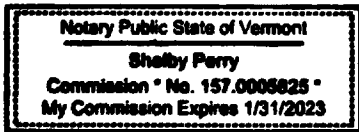

by: Jonathan Leibowitz
its Executive Director

STATE OF VERMONT
COUNTY OF WASHINGTON

At NEWT OFFICE this 4th day of October, 2021, Jonathan Leibowitz, the Executive Director and duly authorized agent of the Northeast Wilderness Trust Corporation personally appeared and he acknowledged this instrument for the purposes therein, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Northeast Wilderness Trust Corporation, before me.



VT Notary Public / Print Name:



**EXHIBIT A
PROPERTY DESCRIPTION**

A certain lot or parcel of land with the improvements thereon, situated on the northerly sideline of Route 182 between Meadow Brook and Egypt Stream, in the Town of Hancock, County of Hancock, State of Maine, being more particularly described as follows:

Beginning at an iron rod set at an angle point in the easterly line of lands now or formerly of Gerard and Forrest H. Goodwin as described in a deed from Gerard Goodwin dated October 26, 2018 recorded in Book 6920, Page 74;

Thence N 58°03'15" W by and along a line to be confirmed by release deed, a distance of 1,725.57 feet to an iron rod set near the easterly bank of Meadow Brook, so called;

Thence continuing N 58°03'15" W, a distance of 10 feet, more or less, to the thread of said Meadow Brook and the easterly line of lands now or formerly of TT Corp, LLC, as described in a deed from Hancock-Ellsworth Tanners, Inc., dated August 15, 2012, recorded in Book 5877, Page 137.

Thence in a northerly direction, by and along the thread of said Meadow Brook and the easterly line of said lands of TT Corp, LLC, and lands now or formerly of Harold Macquinn, Inc., as described in a deed from Dale Henderson Logging, Inc., dated July 15, 1994, recorded in Book 2287, Page 156, a distance of 10,400 feet, more or less, to a point on the southeasterly line of lands now or formerly of the State of Maine as described in a deed from the Maine Central Railroad Company dated June 12, 1987, recorded in Book 1642, Page 389;

Thence N 15° 39' 31" E by and along the southeasterly line of said lands of the State of Maine, a distance of 2,900 feet, more or less, to a point of curvature;

Thence in a northeasterly direction, by and along the southeasterly line of said lands of the State of Maine along a curve to the right with a radius of 1,876.89 feet, an arc distance of 1,338.15 feet to a point of tangency, said curve having a chord bearing N 36° 05' 01" E, a chord distance of 1,309.99 feet;

Thence N 56° 30' 31" E by and along the southeasterly line of said lands of the State of Maine, a distance of 3,801.21 feet to a point of curvature;

Thence continuing in an easterly direction, by and along the southerly line of said lands of the State of Maine to the westerly line of lands now or formerly of Michael J., Laurie A., and Justin Pokoney as described in a deed from Judith Goodwin dated April 24, 2019, recorded in Book 6947, Page 109;

Thence in a southerly direction, by and along the thread of Egypt Stream or the westerly line of said lands of Michael J., Laurie A., and Justin Pokoney and lands now or formerly of:

1. Anthony Avola as described in a deed from David O. Sewall dated March 3, 1978, recorded in Book 1321, Page 551;
2. Denise Pokoney Black as described in a deed from the Estate of Charles J. Pokoney dated February 17, 2017, recorded in Book 6721, Page 146;
3. Scott Loren and Jennifer Garniss as described in a deed from Mary L. Pokoney dated February 10, 2015, recorded in Book 6351, Page 187;
4. William Carino-Higgins as described in a deed from John J. Cemino dated September 16, 2016, recorded in Book 6636, Page 232;
5. Michael H. and Kenda B. Bellatty as described in a deed from Robert and Alveria Walls dated March 4, 2014, recorded in Book 6187, Page 169;

6. Michael H. and Kenda B. Bellatty as described in a deed from Lloyd and Sharon Williams dated September 16, 2015, recorded in Book 6457, Page 168;
7. Ryan MacLeod as described in a deed from Robert C. MacLeod dated August 22, 2018, recorded in Book 6907, Page 733;
8. Benjamin J. Sawyer as described in a deed from Joanne M. Beal dated August 22, 2018, recorded in Book 6907, Page 731;
9. Diana Savage Gerard as described in a deed from Norris A. and Ella R. Savage dated April 24, 1991, recorded in Book 1858, Page 537;

to a point in the thread of said Egypt Stream at the northeasterly corner of lands now or formerly of Martha K. Dagg as described in a deed from Barbara S. Hansen dated November 7, 1977, recorded in Book 1303, Page 582;

Thence S 63° 15' W, more or less, by and along the northerly line of said lands of Martha K. Dagg, a distance of 1,213 feet, more or less, to a stone pile found;

Thence S 27° 15' E, more or less, by and along the westerly line of said lands of Martha K. Dagg, a distance of 855 feet, more or less, to a wood post found at the northeasterly corner of lands now or formerly of Roderic and Ruth Franzius as described in a deed from Roderic Franzius dated October 11, 1995, recorded in Book 2447, Page 318;

Thence S 60° 55' W, more or less, by and along the northerly line of said lands of Roderic and Ruth Franzius, a distance of 1,820 feet, more or less, to a wood post found;

Thence continuing S 60° 55' W, more or less, by and along the northerly line of said lands of Roderic and Ruth Franzius, a distance of 270 feet, more or less, to the southeasterly side of an existing gravel road;

Thence in a southwesterly direction, by and along the southerly edge of said road, a distance of 600 feet, more or less, to a wood post found, scribed, in part, "1970 Butler";

Thence S 29° 55' E, more or less, by and along the westerly line of said lands of Roderic and Ruth Franzius, a distance of 1,987 feet, more or less, to a stone pile found at the northwesterly corner of lands now or formerly of Nathan and Abigail Johnson as described in a deed from Nathan E. Johnson dated July 24, 2019, recorded in Book 6967, Page 177;

Thence S 3° 15' W, more or less, by and along the westerly line of said lands of Nathan and Abigail Johnson and lands now or formerly of Kathleen E. Barter as described in a deed from Daisy E. Clifford dated December 30, 1988, recorded in Book 1733, Page 117, and lands now or formerly of Kevin and Faye Kelley as described in a deed from Carolyn Mae Clough dated December 20, 2008, recorded in Book 5268, Page 22, a distance of 1,687 feet, more or less, to a corner;

Thence S 39° 05' E, more or less, by and along the southwesterly line of said lands of Kevin and Faye Kelley and lands now or formerly of Richard J. Madden as described in a deed from Cochrane Enterprises, Inc., dated January 21, 2004, recorded in Book 3847, Page 228, a distance of 1,943 feet, more or less, to a point on the northwesterly sideline of Route 182;

Thence S 26° 50' W, more or less, by and along the northwesterly sideline of said Route 182, a distance of 434 feet, more or less to an iron rod found at the most easterly corner of lands now or formerly of Robert T. Hall, III as described in a deed from Judith M. Hall dated October 21, 2019, recorded in Book 6984, Page 270;

Thence N 35° 35' W, more or less, by and along the northeasterly line of said lands of Robert T. Hall, III, a distance of 523 feet, more or less to the most northerly corner thereof;

Thence S 26° 15' W, more or less, by and along the northwesterly line of said lands of Robert T. Hall, III and lands now or formerly of Misty Mountain Boat Works, LLC, as described in a deed from Harold George

Richards dated November 20, 2008, recorded in Book 5095, Page 346, a distance of 722 feet, more or less, to a point on the northeasterly line of lands now or formerly of S.E. White Rentals, LLC, as described in a deed from the Estate of Charles Wheeler dated November 30, 2019, recorded in Book 6999, Page 280;

Thence N 37° 00' W, more or less, by and along the northeasterly line of said lands of S.E. White Rentals, LLC, a distance of 2,162 feet more or less to an iron rod found;

Thence S 25° 10' W, more or less, by and along the northerly line of said lands of S.E. White Rentals, LLC, a distance of 563 feet, more or less, to the northwesterly corner thereof;

Thence S 32° 25' E, more or less, by and along the southwesterly line of said lands of S.E. White Rentals, LLC, a distance of 967 feet, more or less, to the northeasterly corner of lands now or formerly of Ryan A. and Rina M. Nadeau as described in a deed from Richard D. Smullen dated November 7, 2014, recorded in Book 6310, Page 279;

Thence S 58° 05' W, more or less, by and along the northerly line of said lands of Ryan A. and Rina M. Nadeau, a distance of 285 feet, more or less, to an iron rod found;

Thence continuing S 58° 05' W by and along the northerly line of lands now or formerly of Hancock Equities, LLC, as described in a deed from Timbers Development Group, LLC, dated January 29, 2010, recorded in Book 5363, Page 19, a distance of 1,480 feet, more or less, to the point of beginning;

Containing 1,435 acres, more or less.

Bearings, and distances are referenced to the Maine State Coordinate System, East Zone NAD 83(2011)(Epoch:2010.0000).

Documents cited herein are recorded at the Hancock County Registry of Deeds.

Iron rods set are capped, #6 rebar stamped "Plisga & Day PLS 2361".

Meaning to convey, and hereby conveying, all the remaining land situated in the Town of Hancock that is located southerly and easterly of the former Maine Central Railroad, now or formerly owned by the State of Maine (Book 1642, Page 389), that is owned by Grantor and described in the following deeds:

Deed of Hancock T8 SD LLC to Lakeville Shores, Inc., dated May 24, 2019, and recorded in the Hancock County Registry of Deeds in Book 6952 Page 264; and

Deed of Harold MacQuinn, Inc., to Lakeville Shores, Inc., recorded August 2, 2019, and recorded in the Hancock County Registry of Deeds in Book 6968 Page 439.

Being the same premises conveyed to Grantor by deed of Lakeville Shores, Inc. dated March 1, 2021 and recorded in the Hancock County Registry of Deeds in Book 7102, Page 704.

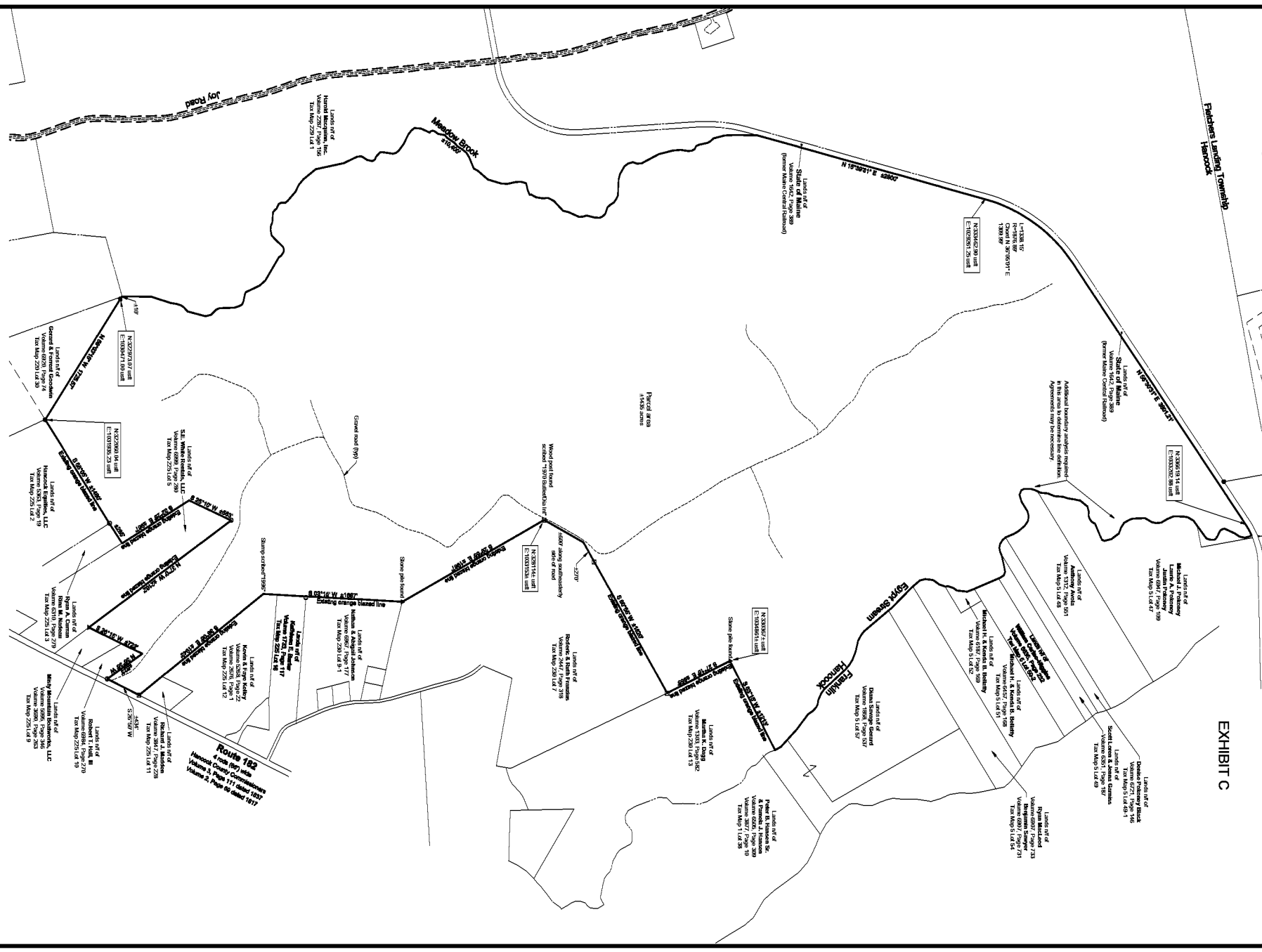
EXHIBIT B

MANAGEMENT PLAN REQUIREMENTS

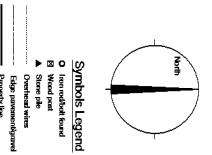
- A. The Purpose of this Easement is to protect the Property's Forever-Wild character and Ecological Integrity. Appropriate management actions include ecological restoration, rare species or natural community management, control of over-abundant species, and the careful accommodation of permitted human use of the Property. Any such actions will require a written Management Plan ("Management Plan").
- B. The Management Plan shall be prepared by a qualified conservation professional (for example, a conservation biologist, land trust staff, forest ecologist, or restoration ecologist) with the depth of inquiry and detail of the Management Plan appropriate to the proposed activity and any ecological disturbance, which might occur as a result of the proposed activity. The Management Plan should consider the surrounding landscape context of the Property as well as the Property itself.
- C. The Management Plan shall include, but not be limited to:
 - 1. The overall goals and measurable steps to achieve goals and monitor impacts.
 - 2. Proposed actions and the expected effect of such actions on the Property's Ecological Integrity, including what will or may happen if the proposed actions occur and what will or may happen if the proposed actions do not occur.
 - 3. Measures needed to protect the Ecological Integrity of the Property during the course of the proposed actions.
 - 4. Appropriate time frames for actions; Management Plan reviews; duration of the Management Plan; and Management Plan renewal, updates and amendments
- D. The Grantor shall provide a copy of the Management Plan to the Grantee within 12 months of the granting of this Easement. The Management Plan will be reviewed and updated at least every 10 years to reflect naturally occurring changes in the Property, ongoing monitoring and research, and advancements in scientific understanding, or more often as needed to address implementing permitted activities.
- E. The Grantor will send the proposed Management Plan, including all updates and amendments, to the Grantee in a timely manner, no less than 60 days prior to the planned activity, along with sufficient information to enable the Grantee to review whether the proposed Management Plan is consistent with the terms and Purpose of this Easement.
- F. The Grantee shall review the Management Plan for consistency with the Purposes and terms of this Easement. The Grantee may seek expert advice during the review process to determine whether the proposed Management Plan supports the Purposes of this Easement and conservation values described in this Easement.
- G. If the Grantee finds that any portion of the Management Plan is inconsistent with the terms of this Easement or that resulting activities could result in a violation of this Easement, the Grantee will provide written comments to the Grantor identifying and explaining such inconsistencies. In the event that good faith negotiations on actions proposed in the draft Management Plan are unsuccessful, Grantee reserves the right to deny approval of the Management Plan and any specific actions proposed therein that Grantee deems likely to lead to violations of the Easement
- H. All notices shall conform to the requirements stated in Section XV of this Easement.
- I. The Grantee shall have at least 60 days to review and approve the proposed Management Plan. Within 30 days of receiving the proposed Management Plan, the Grantee will notify the Grantor as to whether there is sufficient information to complete a review. The final 30-day review period will begin when the Grantee determines that Grantor provided sufficient information.

- J. Should the Grantee, after a good faith effort, require more time to review the proposed Management Plan, Grantor may but is not required to grant a reasonable extension. Any such extension will be mutually agreed upon. If parties do not agree, the extension period shall be 30 days.
- K. Any activity proposed for the duration of the Management Plan that is otherwise prohibited by the Easement must be consistent with the Section V, Discretionary Consent, and shall not be deemed or construed to be a permanent waiver of that prohibition.
- L. Nothing in the Management Plan shall give the Grantor and/or Grantee the right or power to agree to any activity that runs counter to the Purposes of this Easement or would result in the Easement's termination,
- M. If monitoring by the Grantee or the Grantor indicates that an activity allowed by the Management Plan is adversely impacting the Ecological Integrity of the Property, the activity shall immediately cease and remain suspended until such a time as the impacts can be corrected and a future occurrence prevented. An evaluation committee, consisting of a representative of each party and a mutually agreed upon expert in an appropriate field of conservation science, shall be formed to carefully review the situation. The evaluation committee shall make recommendations as to (a) what, if any, remedial actions need to be undertaken; (b) how the adverse impacts can be prevented in the future; and (c) whether the activity is still appropriate. It will be the responsibility of the Grantor to implement the recommendations of the evaluation committee.

EXHIBIT C



PLISGA & DAY
LAND SURVEYORS
 27 BOND STREET
 FRENCHVILLE, MAINE 04847
 PHONE: (207) 231-0011
 FAX: (207) 231-0019
 www.plisga.com



Symbol Legend
 □ Boundary shown
 ○ Boundary shown
 B Wood pile
 ▲ Stone pile
 --- Obsolete survey
 --- Proposed line

Notes:
 (1) Documents referenced on this plan are recorded in the Hancock County Registry of Deeds unless otherwise noted.
 (2) Dimensions with a ± prefix are based on field location comparison with timber or XRT and other GPS.
 (3) Bearings are oriented to Grid North of the Maine State Coordinate System (SAC 2011, NAD 83).

SCALE:
 1" = 500'

Sketch Plan
 property of
Lakeville Shores, Inc.
 Hancock County Registry of Deeds
 Volume 8888, Page 439
 Route 182 - Henckock, Maine

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FOR INSERTION OF RECORDING INFORMATION