09768

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 27th day of December, 1995, by Long Island Park Limited Partnership, a Massachusetts limited partnership having its principal place of business at 2150 Washington Street, Newton, MA. 02162, (hereinafter referred to as the "Grantor"), in favor of The Long Island Civic Association, Long Island, Maine, (hereinafter referred to as the "Holder") and The State of Maine by and through its Department of Environmental Protection, (hereinafter referred to as the "Third Party").

WITNESSETH:

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

WHEREAS, the Grantor holds title to certain real property situated in Long Island, Maine (hereinafter referred to as the "Property") described on a subdivision plan titled "Plan of Land showing Long Island II, Island Avenue and Fern Avenue, Long Island, Maine, prepared for Northland Properties, Inc., 2150 Washington Street, Newton, MA 02162", dated November 9, 1994, last revised November 17, 1994, to be recorded in the Cumberland County Registry of Deeds simultaneously herewith, hereinafter the "Plan"; and

WHEREAS, Grantor desires to subject a portion of the Property to a Conservation Easement; and

WHEREAS, the portion of the Property to be subjected to the Conservation Easement is a portion of Lot A, as shown on said Plan, and said Lot A is further described by specific deed description attached hereto as Exhibit "A", and said Lot A is also shown on a certain plan entitled "Plan of Land showing Lot A, Long Island II" attached hereto as Exhibit "B," BUT EXCEPTING AND RESERVING from the portion of the Property to be subjected to this Conservation Easement that portion of Lot A excluded by the deed description attached as Exhibit A, and also shown on the plan entitled "Plan of land showing Excluded Property of Lot A, Long Island II" attached hereto as Exhibit "C" (the "Excluded Property"). Lot A less the Excluded Property is the property intended to be subjected to this Conservation Restriction and is hereafter referred to as the "Protected Property;" and

WHEREAS, Grantor intends to deed the Protected Property to the Town of Long Island or to an Association, Land Trust, or other legal entity to be held forever as a protected Town Park, recreational and conservation area, and as such, to be maintained

subject to this Conservation Easement, for the benefit of all citizens of the Town of Long Island, Maine; and

WHEREAS, the Protected Property is a portion of a former Fuel Tank Farm with underground Fuel Tanks, which have been cleaned and closed and will remain in place, in accordance with Maine Department of Environmental Protection standards, with open meadows and fields immediately above and surrounding these underground tanks; and

WHEREAS, the remainder of the Protected Property remains in a substantially undisturbed natural wooded state, aside from the existing dirt/gravel trails and old roads/streets running through and across the Protected Property; and

WHEREAS, the portion of the Protected Property located within six hundred fifty (650) feet of the Southerly line of Island Avenue, so-called, is hereafter referred to as the "Intensive Use Portion," and the balance of the Protected Property is hereafter referred to as the "Non-Intensive Recreational Use Portion;" and

WHEREAS, the Protected Property has significant aesthetic, recreational and ecological value, in particular the abutting and intermeshing pond, wetland, woodland and open meadow ecosystems; and

WHEREAS, Grantor and Holder, recognizing the value of the Protected Property as described above, have the common purpose of conserving the natural values of the Protected Property by the conveyance of a Conservation Easement over the Protected Property, which easement shall benefit, protect and conserve the natural values of the Protected Property, conserve and protect the indigenous animal and plant populations, and prevent the use or development of the Protected Property for any purpose or in any manner that would conflict with its natural, scenic condition, while still allowing the compatible recreational and other uses of the Protected Property described hereinafter; and

WHEREAS, Grantor will grant to the Third Party, Third Party Rights of Enforcement under this Deed;

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

A. PURPOSE - It is the purpose of this Easement to assure that the Protected Property will be retained forever in its natural undeveloped condition and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation and recreational values of the Protected Property. Grantor intends that this Easement will confine the use of the Protected Property to such activities as are consistent with the purpose of this Easement, as set forth hereinafter.

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

1. The right to preserve and protect the conservation values of the Protected Property.

2. The right to enter and inspect the Protected Property over other lands of the Grantor, Grantor's heirs and assigns, at any reasonable time and in any reasonable manner provided that the time and manner of such entry does not unreasonably interfere with the uses of the Protected Property permitted hereunder or the quiet enjoyment of other lands of Grantor, and to enforce by proceedings at law or in equity the covenants hereinafter set forth, including the right to require restoration of the Protected Property to its condition prior to any breach hereof.

3. The right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use.

C. USE OF THE PROTECTED PROPERTY - The Protected Property shall be used for recreational, fire protection and conservation purposes only. There shall be no introduction of non-native plant or animal species to the Protected Property. No motor vehicles of any kind, including recreational vehicles, all-terrain vehicles, motorcycles, dirt bikes and snowmobiles shall be permitted on the Protected Property, except as expressly allowed hereinafter. No buildings, structures or facilities shall be erected, altered, enlarged, rebuilt or used, and no premises shall be used within the Protected Property, nor shall any commercial, industrial, quarrying or mining activities be permitted on the Protected Property, nor any filling, paving, dumping, excavation or other alteration made to the surface of the Protected Property except for the following uses:

1. Non-intensive recreational uses not requiring structures, such as, but not limited to fishing, hiking, bird watching, picnicking, skating on the pond, snowshoeing and cross-country skiing.

2. Bikeways, pedestrian trails, walkways, jogging and exercise trails in keeping with the natural scenic quality of the Protected Property.

3. The placement of limited structures such as, but not limited to, "lean-to" type shelters for use by the general public anywhere on the Protected Property, including in the Non-Intensive Recreational Use Portion, for protection from the weather, and to also include the placement and use of chemical or "pit" toilet (outhouse) structures as allowed by State and Town Codes and Regulations, and as authorized by the Long Island Selectmen anywhere on the Protected Property, including in the Non-Intensive Recreational Use Portion.

4. Fire prevention and emergency vehicles and activities anywhere on the Protected Property.

5. Wildlife management activities.

6. Soil, water conservation and pond management or restoration activities.

7. Surveying and natural resource analysis.

8. Harvesting of wild crops and the right to gather, use or remove dead wood.

9. On the Intensive Use Portion of the Protected Property, intensive non-commercial recreational uses such as, but not limited to, softball, baseball, tennis and soccer, including the playing field(s) and equipment necessary to properly conduct said uses, such as, but not limited to, backstops, goals, dugouts and fences, but not to include structures and buildings or any impervious surface.

10. Also, on the Intensive Use Portion of the Protected Property, the right to utilize and maintain the existing underground tanks for any non-commercial (not for profit), non-industrial uses, such as, but not limited to, the storage of water for fire fighting or other human needs, environmentally sound marine related uses, such as but not limited to, aquaculture, but not to include the storage of any oil, gasoline, chemical or hazardous substance of any kind, and also not to include the creation of any new structures or building or any impervious surface.

11. Signage for all allowed activities, but as further regulated by Town of Long Island By-Laws and Codes.

12. Excavating, filling or grading activities or relocation of sand and gravel fill either from one portion of the

Protected Property to another, or on to or off of the Protected Property, and any other activities reasonably related to the maintenance of the underground tanks from a structural or public safety standpoint, or related to the implementation and completion of all of the required conditions of Approval of the Maine Department of Environmental Protection Order No. 0-303-93-B-N, as it may be amended or supplemented, or of any other order of any governmental agency in connection with the closure of the former Fuel Tank Farm located on the Protected Property, including, but not limited to: demolition and removal of existing tank penthouses, securing of drainage vents and manway areas, maintenance of existing tank drainage systems, maintenance and monitoring of wells or installation of new monitoring wells, removal and remediation of contaminated soils including regrading of excavated areas, and storage of remediated soils as required and permitted by the Maine Department of Environmental Protection. Also the right to install survey monuments to mark the location of the sealed tank entryways or along the boundary lines of the Protected Property. Also, the right to remove existing piping, metal and other debris, inactive utility poles and wires, man-made structures and similar materials. All disturbed areas shall be regraded and seeded to grass. The existing fencing immediately adjacent to the above listed activities shall be maintained, as required by the Maine Department of Environmental Protection until the above activities are completed and public safety hazards such as tank openings are eliminated. Unless specifically agreed to in writing by the Holder, implementation of the Conditions of Order No. 0-303-93-B-N or management to ensure those activities have been properly completed are in no way the responsibility of the Holder.

13. The maintenance or removal of existing fencing or erection and maintenance of new fencing for public safety purposes or to separate intensive public uses from non-intensive public uses, as long as the fencing will not significantly impair or interfere with the overall wildlife habitats and conservation values of the Protected Property. Existing fencing may be removed as authorized by the Town of Long Island Selectmen.

D. RESERVED RIGHTS - Grantor reserves to itself, and to its successors, and assigns, all rights accruing from its ownership of the Protected Property, including the right to engage in, or permit or invite others to engage in, all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

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

2. The right to advertise the Protected Property for sale or rent and to convey the Protected Property in part or in its entirety, always subject to the terms of this Conservation Easement.

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

1. The right to clear and restore forest cover and other vegetation that is damaged or destroyed by the forces of nature, such as fire or disease, and with the prior written approval of the Holder and the Third Party, when necessary to prevent the spread of disease.

2. The right to clear and restore forest cover and other vegetation, in the event of an emergency, when necessary to prevent the spread of fire, including the right to restore, construct and maintain fire "breaks" or roads.

3. The right to gather, use or remove dead wood.

F. RIGHTS OF THE THIRD PARTY - Grantor hereby grants to the Third Party the same inspection and enforcement rights as are granted to Holder under this easement; provided, however, that Holder shall be primarily responsible for the enforcement of this Easement, and the Third Party will assume such responsibility only if Holder shall fail to enforce it. If the Third Party shall determine that Holder is failing in such enforcement, the Third Party may give notice of such failure to Holder and Grantor, and if such failure is not corrected within a reasonable time thereafter, the Third Party may exercise, in its own name and for its own account, all the rights of enforcement granted Holder under this Easement.

The Third Party shall also have reasonable access to any and all records of Holder relevant to the Protected Property.

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

Grantor, or the then owner of the Protected Property, agrees

to bear all costs and responsibility of operation, upkeep, and maintenance of the Protected Property, and to pay any and all real property taxes and assessments, if any, levied by competent authority on the Protected Property and does hereby relieve, indemnify and hold harmless Holder therefrom.

Grantor has provided Holder with sufficient information to determine the condition of the Protected Property as of the effective date hereof and has certified that such information is an accurate representation of the same.

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

I. TERMINATION OF RIGHTS AND OBLIGATIONS - A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

J. TO HAVE AND TO HOLD - The said Conservation Easement unto the said Holder and its successors and assigns forever and the said Third Party Rights unto the said Third Party and its successors and assigns forever.

GRANTOR'S SIGNATURE

IN WITNESS WHEREOF, the said grantor, Frank M. Stewart, President of Northland Residential Corporation, General Partner of Northland Residential Company Limited Partnership, General Partner of Long Island Park Limited Partnership, has hereunto set his hand and seal this 27th day of December, 1995.

Frank M. Stewart, Pres.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. December 27, 1995

Then personally appeared, the above-named Frank M. Stewart, President of Northland Residential Corporation, General Partner of Northland Residential Company Limited Partnership, General Partner of Long Island Park Limited Partnership, and acknowledged the foregoing to be his free act and deed, and the free act and deed of said corporation and partnerships, before me.

Melissa R. Jermyn
Notary Public
My Commission Expires:

MELISSA R. JERMYN
NOTARY PUBLIC
My commission exp. [illegible]

HOLDER'S ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by The Long Island Civic Association, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Anne-Marie Train its President, hereunto duly authorized, this 29th day of Dec., 1995.

Anne-Marie Train

STATE OF MAINE

County of Cumberland ss. December 29, 1995

Then personally appeared, Anne-Marie Train, President of The Long Island Civic Association, the above-named Holder, and acknowledged the foregoing to be his free act and deed, and the free act and deed of said Association, before me.

Constance E. Grant
Notary Public
My Commission Expires:

MY COMMISSION EXPIRES 5/10/2000

THIRD PARTY ENFORCER ACCEPTANCE

The third party rights of enforcement granted under the above and foregoing Conservation Easement, pursuant to Title 33 M.R.S.A. Section 476 et seq., were authorized to be accepted by the State of Maine Department of Environmental Protection by Martha Kirkpatrick, its Bureau Director, hereunto duly authorized and the said Martha Kirkpatrick does hereby accept the above and foregoing Conservation Easement this 10th day of January, 1996

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Martha Kirkpatrick
Its: Bureau Director, for Edward O. Sullivan, Commissioner

EXHIBIT "A"

DEED DESCRIPTION

The following deed description encompasses the 116.05 acre parcel of land shown as Lot A on the approved plans of Long Island II. Said Lot A is to be encumbered by and subject to the Deed of Conservation Easement, excepting and reserving from said Lot A, a 4.1 acre portion of Lot A, to be excluded from the Deed of Conservation Easement.

A certain lot or parcel of land located northerly of and adjacent to Fern Avenue, Long Island, Cumberland County, Maine, shown as Lot A on the approved plans of Long Island II, and being more particularly bounded and described as follows:

Commencing at a steel rebar to be set, northerly of said Fern Avenue, said rebar being North 13° 20'29" West a distance of four hundred sixty-two and 45/100 feet (462.45 feet) from the southwesterly corner of Lot 27 as shown on a plan of land entitled "Long Island II". Said point being the POINT OF BEGINNING;

Thence, South 72° 11' 57" West, along land now or formerly of Jane E. Conley (CCRD 7687-109) a distance of one hundred nine and 83/100 feet (109.83 feet) to a steel rebar to be set;

Thence, North 17° 48' 03" West, continuing along said land of Conley, a distance of one hundred forty-five and 71/100 feet (145.71 feet) to a steel rebar to be set;

Thence, South 72° 11' 57" West, continuing along said land of Conley, a distance of one hundred fifty-seven and 11/100 feet (157.11 feet) to a steel rebar to be set;

Thence, North 17° 48' 03" West, continuing along said land of Conley, a distance of two hundred ninety-two and 4/100 feet (292.04 feet) to a steel rebar to be set;

Thence, South 70° 49" 39" West, continuing along said land of Conley, a distance of three hundred twenty-one and 48/100 feet (321.48 feet) to a steel rebar to be set;

Thence, North 16° 32' 13" West, continuing along said land of Conley, and land now or formerly of Warwick Felton (CCRD 2344-277) a distance of five hundred eleven and 16/100 feet (511.16 feet) to a steel rebar to be set;

Thence, North 88° 41' 44" West, continuing along said land of Felton, a distance of seventy-seven and 52/100 feet (77.52 feet) to a steel rebar to be set at the southeasterly corner of land now or formerly of Ellen S. Whittemore (CCRD 1606-019);

Thence, North 16° 32' 13" West, along said land of Whittemore, a distance of four hundred forty-two feet (422.00 feet) to a steel rebar to be set;

Thence, South 73° 09' 48" West, continuing along said land of Whittemore, a distance of ten feet (10.00 feet) to a found 4" x 4" concrete monument at the southeasterly corner of land now or

formerly of John S. Norton (CCRD 4798-047);

Thence, North 16° 55' 04" West, along said land of Norton a distance of three hundred seven and 48/100 (307.48) to a steel rebar to be set on the southerly sideline of Island Avenue, as proposed, and the point of curvature of a non-tangent curve, concave to the right, having a radius of seven hundred sixty-five and 00/100 feet (765 feet), a central angle of 6° 53' 15", and a chord of ninety-one and 90/100 feet (91.90 feet) bearing North 79° 36' 59" East;

Thence, Easterly along said curve, and the southerly sideline of said Island Avenue, a distance of ninety one and 96/100 feet (91.96 feet) to a steel rebar to be set;

Thence, North 83° 03' 36" East along said Island Avenue, a distance of one hundred ninety-two and 81/100 feet (192.81 feet) to a steel rebar to be set at the point of curvature of a tangent curve, concave to the left, having a radius of one thousand five hundred thirty-five and 11/100 feet (1535.00 feet), a central angle of 7° 23' 07", and a chord of one hundred ninety-seven and 72/100 feet) bearing North 79° 22' 02" East;

Thence, Easterly along said curve a distance of one hundred ninety-seven and 86/100 feet (197.86 feet) to a steel rebar to be set;

Thence, North 75° 40' 28" East along said Island Ave. a distance of four hundred seventy-six and 93/100 feet (476.93 feet) to a steel rebar to be set at the northwesterly corner of the portion of Lot A to be excluded from the Deed of Conservation Easement;

Thence, North 75° 40' 28" East along the southerly sideline of said Island Ave. a distance of two hundred forty-one and 89/100 feet (241.89 feet) to a steel rebar to be set, marking the northwesterly corner of Lot 6B as shown on a plan of land entitled "Long Island II";

Thence, South 14° 19' 53" East along Lot 6B as shown on said plan, a distance of ninety-four and 54/100 feet (94.54 feet) to an iron rebar to be set;

Thence, North 90° 00' 00" East continuing along said Lot 6B a distance of eighty-three and 92/100 feet (83.92 feet) to an iron rebar to be set;

Thence, North 4° 11' 04" East continuing along said Lot 6B a distance of one hundred sixteen and 13/100 feet (116.13 feet) to an iron rebar to be set on the southerly sideline of said Island Ave., and a point on a curve, concave to the right, having a radius of seven hundred seventy-five and 00/100 feet (775.00 feet), a central angle of 21° 17' 28" and a chord of one hundred ninety-seven and 83/100 feet (197.83 feet) bearing North 89° 27' 58" East;

Thence, northwesterly along said curve and the southerly sideline of said Island Avenue a distance of one hundred ninety-eight and 37/100 feet (198.37 feet);

Thence, South 83° 02' 04" East continuing along the southerly sideline of said Island Ave a distance of one hundred twenty-one

and 17/100 feet (121.17 feet) to an iron rebar to be set at the point of curvature of a curve concave to the left, having a radius of one thousand two hundred twenty-five and 00/100 feet (1225.00 feet), a central angle of 3° 26' 56", and a chord of seventy three and 73/100 feet (73.73 feet) bearing South 84° 45' 32" East;

Thence, southeastarly along said curve a distance of seventy-three and 74/100 feet (73.74 feet) to a steel rebar to be set at the southwestarly corner of the portion of Lot A to be excluded from the Deed of Conservation Easement;

Thence, South 86° 29' 00" East continuing along the southerly sideline of said Island Ave. a distance of two hundred sixty-two and 83/100 feet (262.83 feet) to a steel rebar to be set, at the point of curvature of a tangent curve, concave to the left, having a radius of five hundred twenty-five and 00/100 feet (525.00 feet), a central angle of 14° 01' 57", and a chord of one hundred twenty-eight and 26/100 feet (128.26 feet) bearing North 86° 30' 02" East;

Thence, eastarly along said curve a distance of one hundred twenty-eight and 58/100 feet (128.58 feet) to a steel rebar to be set;

Thence, North 79° 29' 04" East along the southerly sideline of said Island Ave a distance of one hundred fifty and 34/100 feet (150.34 feet) to a steel rebar to be set. Said rebar marking the most westerly corner of Lot 12 as shown on said plan;

Thence, South 12° 16' 57" East along said Lot 12 a distance of one hundred seventy-five and 96/100 (175.96 feet) to a steel rebar to be set;

Thence, South 41° 06' 01" East along said Lot 12 a distance of two hundred sixty-one and 31/100 feet (261.31 feet) to a steel rebar to be set;

Thence, North 61° 57' 17" East along said Lot 12 a distance of two hundred sixty-five and 30/100 feet (265.30 feet) to a steel rebar to be set, said rebar marking the most westerly corner of Lot 13 as shown on said plan;

Thence, North 77° 04' 45" East along said Lot 13, a distance of five hundred sixteen and 92/100 feet (516.92 feet) to a steel rebar marking the most southerly corner of Lot 15 as shown on said plan;

Thence, North 54° 43' 44" East along the southerly line of Lots 15, 17, 18 and 19 a distance of nine hundred seventeen and 91/100 feet (917.91 feet) to a steel rebar to be set, said rebar marking the southwesterly corner of Lot 20 as shown on said plan;

Thence, South 88° 48' 44" West along the southerly line on Lots 20 and 22 a distance of two hundred seventy and 89/100 feet (270.89 feet) to a steel rebar to be set on the westerly sideline of Harbor Grace Street;

Thence, South 00° 13' 34" East along the westerly line of said Harbor Grace Street and Lot A as shown on said plan, a distance of five hundred two and 74/100 feet (502.74 feet) to a steel

rebar to be set;

Thence, South 66° 34' 10" West along the southerly line of said Lot A, a distance of four hundred seventy-five and 00/100 feet (475.00 feet) to an iron pipe marking the easterly corner of Lot 23;

Thence, North 34° 48' 11" West along said Lot 23 a distance of three hundred seventy-four and 51/100 feet (374.51 feet) to a steel rebar to be set;

Thence, South 66° 34' 10" West along said Lot 23 a distance of one hundred and 00/100 feet (100.00 feet) to a steel rebar to be set;

Thence, South 04° 53' 58" East along said Lot 23 a distance of three hundred thirty-seven and 17/100 feet (337.17 feet) to a steel rebar to be set;

Thence, South 34° 34' 01" East along said Lot 23 a distance of three hundred fifty-nine and 80/100 feet (359.80 feet) to a steel rebar to be set at the northerly sideline of Fern Ave;

Thence, South 11° 33' 21" East continuing along the said northerly sideline of Fern Avenue, a distance of forty-six and 55/100 feet (46.55 feet) to a steel rebar to be set;

Thence, South 07° 53' 57" East continuing along the said northerly sideline of Fern Avenue, a distance of three hundred seventy-six and 21/100 feet (376.21 feet) to a steel rebar to be set at the point of curvature of a tangent curve, concave to the right, having a radius of one hundred twenty-five and 00/100 feet (125.00 feet), a central angle of 67° 30' 29" and a chord of one hundred thirty-eight and 91/100 feet (138.91 feet) bearing South 25° 51' 19" West;

Thence, southwesterly along said curve a distance of one hundred forty-seven and 28/100 feet (147.28 feet) to a steel rebar to be set;

Thence, South 59° 36' 36" West along the said northerly sideline of Fern Avenue a distance of four hundred seventy-two and 99/100 feet (472.99 feet) to a steel rebar to be set at the point of curvature of a tangent curve, concave to the right, having a radius of four hundred seventy five and 00/100 feet (475.00 feet), a central angle of 15° 39' 41" and a chord of one hundred twenty-nine and 44/100 feet (129.44 feet) bearing South 67° 26' 27" West;

Thence, westerly along said curve a distance of one hundred twenty-nine and 84/100 feet (129.84 feet) to a steel rebar to be set;

Thence, South 75° 16' 19" West along the said northerly sideline of Fern Avenue a distance of two hundred forty-two and 35/100 feet (242.35 feet) to a steel rebar marking the most easterly corner of Lot 24;

Thence, North 69° 22' 42" West along the northerly line of said Lot 24 a distance of five hundred forty-six and 93/100 feet (546.93 feet) to a steel rebar to be set;

Thence, South 76° 57' 15" West along the northerly line of Lots 24, 25, 26 and 27 a distance of one thousand two hundred five and 27/100 feet (1205.27 feet) to the POINT OF BEGINNING;

Said Lot A in its entirety contains 116.05 acres, more or less, as shown on the plan of land showing Lot A attached to the Deed of Conservation Easement as Exhibit "B".

EXCLUDING AND RESERVING from the above described Lot A, a portion of Lot A lying southerly of, and adjacent to, Island Avenue, Long Island, Cumberland County, Maine. Being more particularly bounded and described as follows:

Commencing at a steel rebar to be set, on the southerly sideline of said Island Ave. said rebar marking the southerly sideline of said Island Ave with the northwesterly corner of the premises herein described, said point being the POINT OF BEGINNING;

Thence, North 75° 40' 28" East, along the southerly sideline of said Island Ave. a distance of two hundred forty-one and 89/100 feet (241.89 feet) to a steel rebar to be set, marking the northwesterly corner of Lot 6B as shown on a plan of land entitled "Long Island II",

Thence, South 14° 19' 53" East along Lot 6B as shown on said plan, a distance of ninety-four and 54/100 feet (94.54 feet) to an iron rebar to be set;

Thence, North 90° 00' 00" East continuing along said Lot 6B a distance of eighty-three and 92/100 feet (83.92 feet) to an iron rebar to be set;

Thence, North 4° 11' 04" East continuing along said Lot 6B a distance of one hundred sixteen and 13/100 feet (116.13 feet) to an iron rebar to be set on the southerly sideline of said Island Ave, and a point on a curve, concave to the right, having a radius of seven hundred seventy-five and 00/100 feet (775.00 feet), a central angle of 21° 17' 28" and a chord of one hundred ninety-seven and 83/100 feet (197.83 feet) bearing North 89° 37' 58" East;

Thence, northwesterly along said curve and the southerly sideline of said Island Ave. a distance of one hundred ninety-eight and 37/100 feet (198.37 feet);

Thence, South 83° 02' 04" East continuing along the southerly sideline of said Island Ave a distance of one hundred twenty-one and 17/100 feet (121.17 feet) to an iron rebar to be set at the point of curvature of a curve concave to the left, having a radius of one thousand two hundred twenty-five and 00/100 feet (1225.00 feet), a central angle of 3° 26' 56", and a chord of seventy-three and 73/100 feet (73.73 feet) bearing South 84° 45' 32" East;

Thence, southeasterly along said curve a distance of seventy-three and 74/100 feet (73.74 feet) to a steel rebar to be set at the northeasterly corner of the tract herein described;

Thence, South 4° 33' 29" West along Lot A as shown on said plan a distance of three hundred feet (300.00 feet) to a steel rebar to be set at the point of curvature of a nontangent curve, concave

to the right, having a radius of one thousand five hundred twenty-five and 00/100 feet (1525 feet), a central angle of 3° 26' 56", and a chord of eighty six and 33/100 feet (86.33 feet) bearing North 84° 40' 58" West;

Thence, westerly along said curve a distance of eighty-six and 33/100 feet (86.33 feet) to a steel rebar to be set;

Thence, North 83° 02' 04" West, along said Lot A, a distance of one hundred twenty-one and 17/100 feet (121.17 feet) to a steel rebar to be set at the point of curvature of a tangent curve, concave to the left, having a radius of four hundred seventy-five and 00/100 feet (475.00 feet), a central angle of 21° 17' 28", and a chord of one hundred seventy-five and 50/100 feet (175.50 feet) bearing South 86° 19' 12" West;

Thence, westerly along said curve a distance of one hundred seventy-six and 51/100 feet (176.51 feet) to a steel rebar to be set;

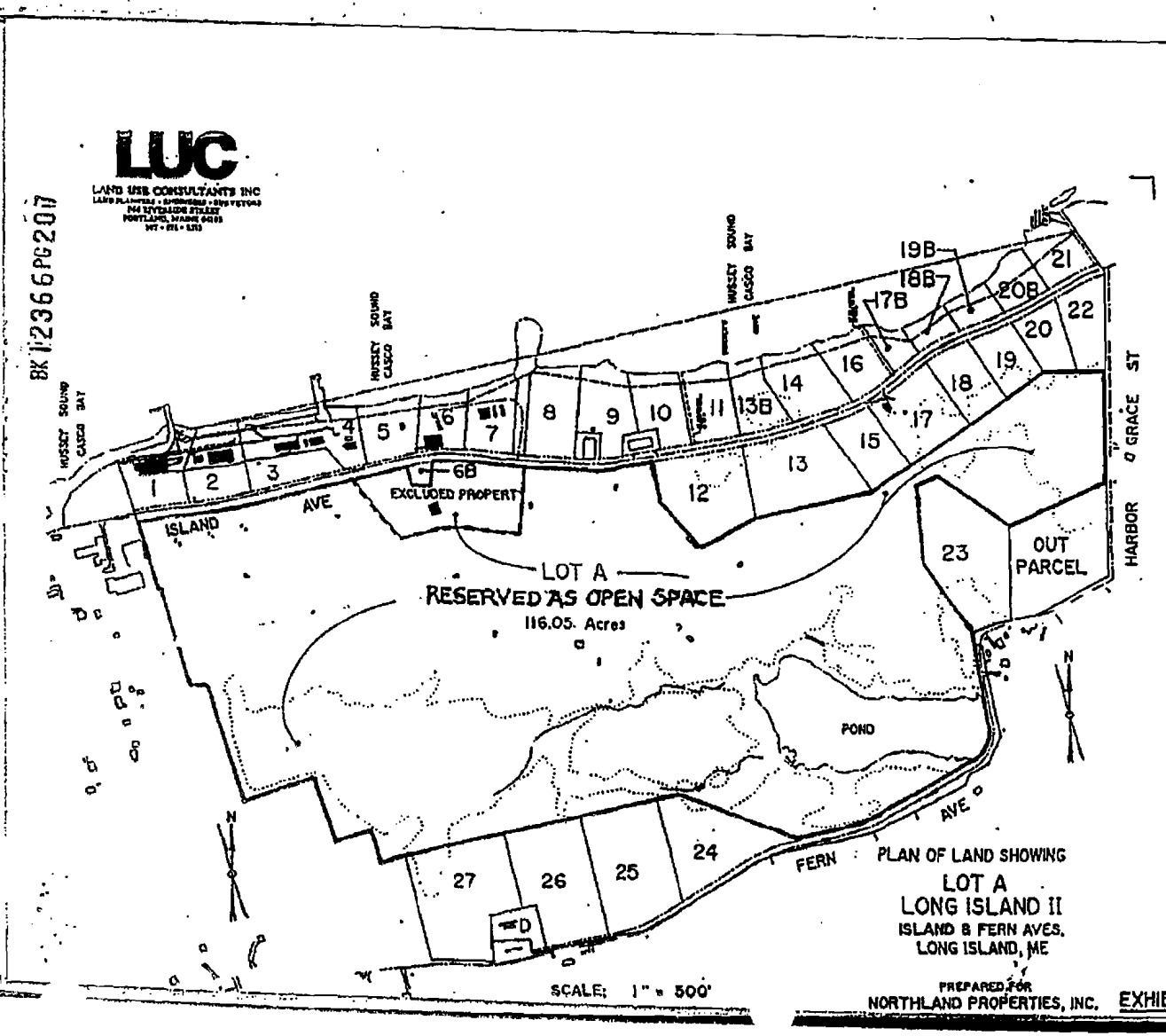
Thence, South 75° 40' 29" West, along said Lot A, a distance of one hundred thirty seven and 60/100 feet (137.60 feet) to a steel rebar to be set at the southwesterly corner of the Lot herein described;

Thence, North 38° 14' 35" West along said Lot A, a distance of three hundred twenty-eight and 18/100 feet (328.18 feet) to the POINT OF BEGINNING;

Said described portion of Lot A contains 4.15 acres (180,791 square feet) more or less, as shown on the plan of land showing Excluded Property of Lot A as attached to the Deed of Conservation Easement as Exhibit "C".

v:\long\coneas6.li

BK 12366 PG 207

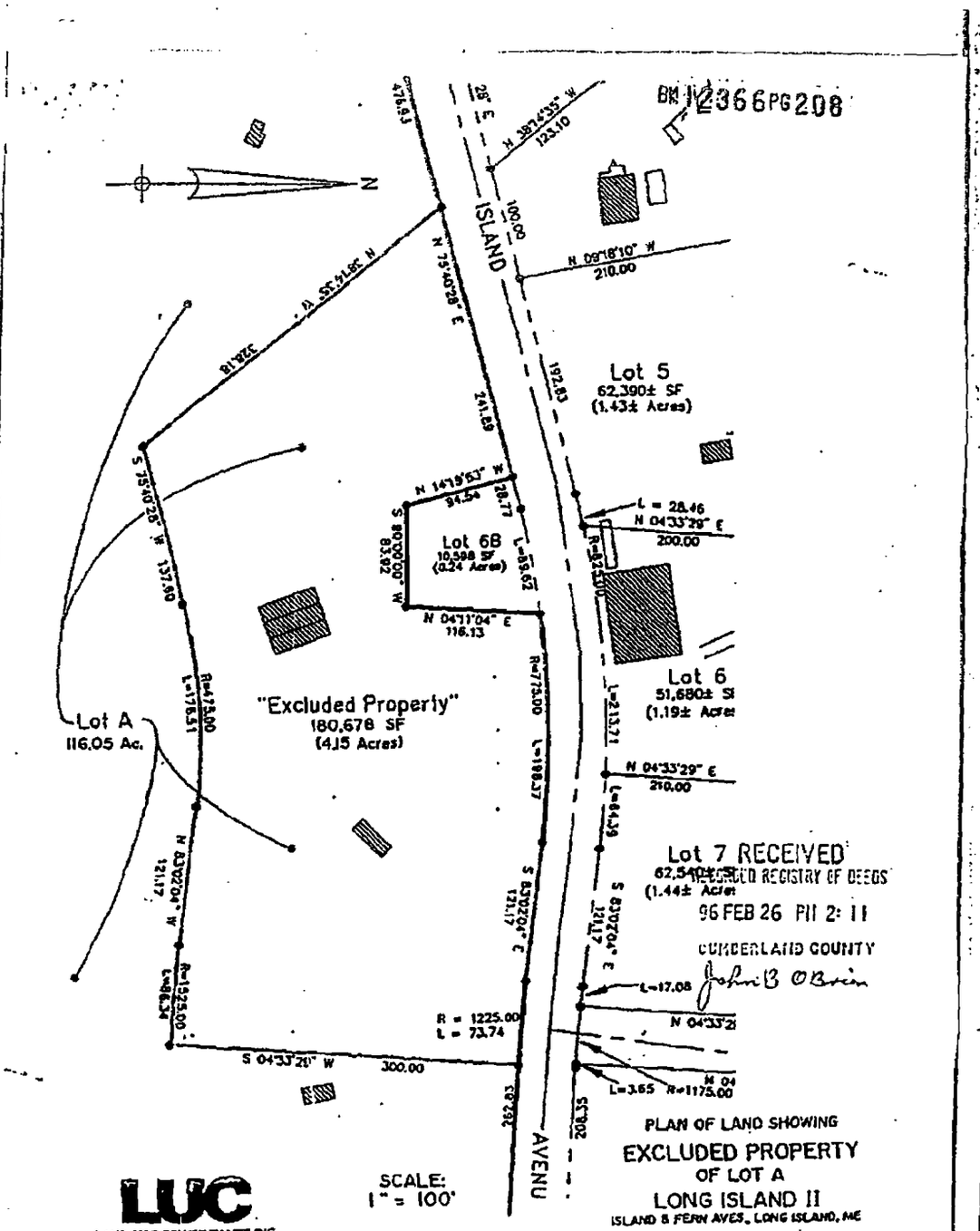


PLAN OF LAND SHOWING
LOT A
LONG ISLAND II
ISLAND & FERN AVES.
LONG ISLAND, ME

PREPARED FOR
NORTHLAND PROPERTIES, INC.

EXHIBIT B

BK 12366 PG 208



LUC
LAND USE CONSULTANTS INC

SCALE:
1" = 100'

EXHIBIT C

PLAN OF LAND SHOWING
EXCLUDED PROPERTY
OF LOT A
LONG ISLAND II
ISLAND & FERN AVES., LONG ISLAND, ME

PREPARED FOR
NORTHLAND PROPERTIES, INC.

RECEIVED
RECORDED REGISTRY OF DEEDS
96 FEB 26 PM 2:11
CUMBERLAND COUNTY
John B O'Brien