



Real Estate Appraisal of:

Valuation of a 22.55± AC portion of a larger 104.1 AC parent parcel located at 179 Foreside Road, Cumberland Foreside, Cumberland County, Maine

FILE #14-069

For:

Wildwood Associates, Inc.

As of:

September 24, 2014



AMIDON APPRAISAL COMPANY

477 Congress Street, Suite 323

Portland, ME 04101-3439

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Wildwood Associates, Inc.

RE: Valuation of a 22.55± AC portion of a larger 104.1 AC parent parcel located at 179 Foreside Road, Cumberland Foreside, Cumberland County, Maine

Dear Sir or Madam:

In accordance with your request, an inspection has been made of a 22.55± AC portion of a larger 104.1 AC parent parcel located at 179 Foreside Road, Cumberland Foreside, Cumberland County, Maine and owned by Spears Hill, LLC. The subject area is a portion of the property identified by the Town of Cumberland Assessor as Map R01 Lot 002. The purpose of the appraisal is to determine the market value of the fee simple interest of the 22.55± AC portion of the parent parcel, as encumbered with a conservation easement, as of the date of inspection. The intended use of the appraisal is to assist with internal planning and the intended users of the report are you and the members of the Wildwood committee. No other use or user is intended.

The scope of work involved in this appraisal includes the following:

- Inspection, photography, and research of the subject properties to identify dimensions, spatial relationships, observable physical condition, and other physical, neighborhood, and environmental factors;
- Research at municipal offices and registries of deeds to identify assessments, availability of utilities, controlling regulations, site parameters according to assessment records, and historic transfer activity;
- Research and analysis of street access, availability of utilities, parking and zoning constraints in terms of impact on value;
- Contact with the local area Chambers of Commerce and other knowledgeable sources for information concerning general economic, demographic, and other trends that may influence value;

- Contact with appropriate real estate brokers, developers, managers, and appraisers, as well as review of the Appraisers' own files, to identify and utilize relevant market data such as comparable sales;
- Research, verification and analysis of comparable sales;
- Application of the applicable valuation techniques to arrive at a value conclusion for the property;
- Preparation of an appraisal report that conforms to the reporting requirements of the Uniform Standards of Professional Appraisal Practice.

Based upon our analysis, it is our opinion that the market value of the fee simple interest of the subject property as of September 23, 2014, the date of inspection, is as follows:

**MARKET VALUE OF THE FEE SIMPLE INTEREST
FOUR HUNDRED AND FIVE THOUSAND DOLLARS
\$405,000**

The above stated value is based on an extraordinary assumption. An extraordinary assumption is an assumption which if found to be false could alter the resulting opinion or conclusion. This appraisal utilizes one extraordinary assumption;

1. The subject property is encumbered with a conservation easement held by the Chebeague and Cumberland Land Trust dated December 23, 1997 and recorded in the Cumberland County Registry of Deeds Book 13517 Page 025. According to this document, under paragraph 5.1C, one of the seven permitted new residences may be built outside of the located building areas, including the subjects 8.8 AC portion with frontage along Foreside Road. For the purposes of this valuation and according to a letter dated August 5, 2014 from the Town of Cumberland to Penny Asherman, president of the CCLT, the Town of Cumberland does not propose to exercise any right to locate a resident or associated improvements outside Limited Building Areas under paragraphs 4(C), 4 (d) and 5.

The above stated values are based on a hypothetical condition(s). A hypothetical condition is that which is contrary to what exists but is supposed for the purpose of analysis. This appraisal utilizes one hypothetical conditions;

1. The 22.55± AC land parcel that is the subject of this report is a legal delineated lot.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, stated herein and are our personal, unbiased professional analyses, opinions, and conclusions. We hereby certify that Robert H. Ball personally inspected the subject property. To the best of our knowledge and belief all statements and information contained in this appraisal are true and correct and that all pertinent information is included. We hereby certify that we have no financial interest in the appraised property and that our compensation is not contingent on an

action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report. Please be aware, the property's parent parcel has been previously appraised by our office, with a date of valuation of June 20, 2012.

The following report explains how the above stated value conclusion was derived. Please review the contents of the report. If you have any questions or comments, please do not hesitate to contact us.

Respectfully submitted,



Patricia M. Amidon, MAI
Maine Certified General Appraiser #113



Brendan P. Hall
State of Maine Appraiser #AP2764



Robert H. Ball
Maine Appraisal Trainee, RA#2896
Maine Licensed Forester LPF #3643

Enclosures

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

- 1.) No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the entity is assumed to be good and marketable unless otherwise stated.
- 2.) The entity is appraised free and clear of any and all liens or encumbrances unless otherwise stated.
- 3.) Responsible ownership and competent property or business management are assumed.
- 4.) All statements and facts in the valuation report will be true and correct to the best of the Appraisers knowledge. The Appraisers shall have no responsibility for the accuracy or completeness of title or ownership, matters legal in character, financial information of the subject entity provided by client sources, information provided by published or industry sources or valuation information and conclusions provided by others (such as valuation of their tangible assets or related entities).
- 5.) Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the entity.
- 6.) It is assumed that there is full compliance with all applicable federal, state, and local environmental, safety and health regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. It is assumed that all applicable regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- 7.) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
- 8.) The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. Since compliance matches each owner's financial ability with the cost to cure the property's potential physical characteristics, the real estate appraisers cannot comment on compliance to ADA. A brief summary of physical aspects is included in this report. It in no way suggests ADA compliance by the current owner. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS (Cont'd.)

subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

This appraisal report has been made with the following general limiting conditions:

- 1.) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- 2.) The Appraisers herein by reason of this appraisal are not required to give further consultation, testimony, or be in attendance in court with reference to the entity in question unless arrangements have been previously made.
- 3.) The Appraisers have no financial interest in the entity under valuation and has no past, present or contemplated future undisclosed interest. The fee for the valuation assignment is not contingent upon the value conclusion.
- 4.) If this appraisal is made for insurance or liquidation purposes only, values reported do not necessarily represent market values.

The appraisal analyses and opinions were developed and this appraisal report has been prepared in conformance with (and the use of this report is subject to) the requirements of Regulation No. 1, the Standards of Professional Practice and the Code of Professional Ethics of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

Dated: 9/24/2014



Patricia M. Amidon, MAI:
State of Maine Certified General Appraiser #113



Brendan P. Hall
State of Maine Appraiser #AP2764



Robert H Ball
State of Maine Appraisal Trainee #RA 2896
State of Maine Licensed Forester #LF 3643

QUALIFICATIONS ON CONTAMINATED LAND AND HAZARDOUS SUBSTANCES

It is important for the reader and user of the appraisal report to understand that the Appraisers have conducted absolutely no inspection or testing procedures to determine the presence of any contamination to the underlying site or existence of any hazardous substances on or in the site or structures of this property. Current regulations and court cases hold existing owners responsible for cleanup of contamination but past and future purchasers may anticipate participating in cleanup actions as well.

Contamination to soils may have occurred from any variety of past users whether intentionally or not. Such contamination may be associated with surface or underground storage tanks, actual dumping of materials on the property, seepage from sources beyond the property, etc. Contamination may have been the result of recent actions or actions which took place in a prior century. The presence of hazardous substances (asbestos, formaldehyde, radon, etc.) may be the result of natural forces (radon) or past construction design and materials (asbestos, formaldehyde). There may or may not be indications on the surfaces of the land or buildings that such contamination or hazardous substances exist.

The existence of soil contamination is typically determined through the use of specific tests as well as research into the property's chain of ownership to determine whether past owners might have created hidden contamination problems or used building materials now classified as hazardous. The Appraisers have neither been asked to conduct nor have initiated any such test or ownership history analysis. The reader or user of this report should understand that the discovery of contamination or hazardous materials on the property might result in loss of marketability of the property and the creation of a liability that exceeds the value of the property and/or the amount of any mortgage on the property.

Because of the factors described above, the Appraisers encourage readers and users of this report and, in fact, any party which has a material interest in the property to call for pertinent testing procedures and chain of ownership analysis to satisfy themselves as to the possible presence of any such problem in order to understand the potential liability and impact on property value.

The value opinions and conclusions presented within this appraisal report assume that no such soils contamination or hazardous substances exist and, therefore, have given no recognition to any potential dollar liability or discount to property value conclusions should such problems actually exist. That is, this appraisal assumes an environmentally clean site.

DEFINITIONS¹

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Estate

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

Highest and Best Use

- 1.) Highest and best use. The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
- 2.) Highest and best use of land or site as though vacant. The reasonable probable and legal use of land or a site as though vacant. Among all reasonable alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.
- 3.) Highest and best use of property as improved. The use that should be made of a property, as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation, wildlife habitats, and the like.

¹ All definitions unless otherwise referenced are from The Dictionary of Real Estate Appraisal, Fifth Edition, Chicago: The Appraisal Institute (U.S.), 2010.

Market Value²

"Market Value" means the most probable price which a property should bring in competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (A) buyer and seller are typically motivated; (B) both parties are well informed or well advised, and each acting in what they considers their own best interest; (C) a reasonable time is allowed for exposure in the open market; (D) payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and (E) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

DATE OF INSPECTION

September 23, 2014

DATE OF APPRAISAL

September 23, 2014

² FHLBB 563.7a Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), 12 CFR Part 323, Final Rules on September 19, 1990 by the Federal Deposit Insurance Corporation (FDIC).

REPORT

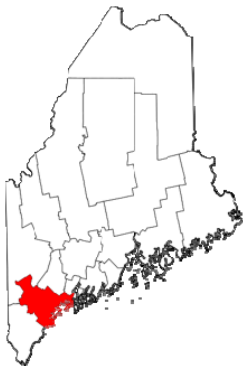
AMIDON APPRAISAL – APPRAISAL REPORT

Property Address: 179 Foreside Road, Cumberland Foreside, Cumberland County, Maine

Owners: Spears Hill, LLC

Estate Appraised: “As Is” Fee Simple

Area Description:



The subject property is located within the Town of Cumberland, one of 28 municipalities located within Cumberland County in the State of Maine. Cumberland is bordered on the north by the towns of Yarmouth, North Yarmouth, and Gray, on the west by the Town of Windham, on the south by the Town of Falmouth, and on the west by the Atlantic Ocean. The town encompasses an estimated 46.4 square miles and is located approximately 10 miles northeast by road from Portland, the state's largest city, and 120 miles northeast by road from Boston, Massachusetts.

According to appraisal theory, four factors influence value, including environmental, social, governmental and economic forces. Each of these factors is discussed separately below.

Environmental: Environmental forces consist of both natural and man-made influences on value and include climatic conditions, topography and soil, toxic contaminants, natural barriers, primary transportation systems, and the nature and desirability of the immediate area surrounding a property. Cumberland is located within New England and experiences typical New England weather characterized by warm summers, colorful autumns, relatively harsh winters with ample snow fall, and short, wet springs. The seasonal changes are an advantage to the area that gives rise to the tourist trade within the state.

Cumberland is served by Interstates 95 and 295, which run through town in a north-south direction. Both interstates enter Cumberland from the Town of Falmouth and continue in a northerly direction, with I-95 entering the Town of Gray and I-295 entering the town of Yarmouth. State Routes 9, 26, and 100 run through town in a north-south direction, while State Route 8 and US Route 1 run northeasterly along the coast. I-95 is the major north-south highway in southern Maine, while State Route 9 and US Route 1 provide local access to the many towns and cities. The town is considered well-connected to the wider transportation network, due to its location near Portland and access to the major north-south highway in the state.

Social: Social forces relate to population characteristics. According to census data, the population of Cumberland County and the Town of Cumberland since 1980 is provided in the following table:

| POPULATION FOR CUMBERLAND, CUMBERLAND COUNTY, AND MAINE | | | | | | | |
|---|-----------|-----------|-------|-----------|-------|-----------|-------|
| Location | 1980 | 1990 | % Chg | 2000 | % Chg | 2010 | % Chg |
| Cumberland | 5,284 | 5,836 | 9.5% | 7,159 | 18.5% | 7,211 | 0.72% |
| Cumberland County | 215,798 | 243,135 | 11.2% | 266,014 | 8.6% | 281,676 | 5.6% |
| Maine | 1,125,043 | 1,227,928 | 8.4% | 1,274,923 | 3.7% | 1,328,361 | 4.0% |

As shown by the table, the population of Cumberland County and the Town of Cumberland has increased since 1980. Both the county and the town saw large simultaneous increases in population between 1980 and 1990. Since 2000, the Town of Cumberland has seen an increase of 0.72%, the lowest of any recent decade, and the county also slowed to an increase of just 5.70%. A recent, abrupt decrease in the town population could be due to the economic recession and the collapse of the housing bubble. The county population growth rate has been slowing gradually since 1990 and may be connected to the loss of young people from the State to other more economically prosperous areas of the nation.

As of the 2010 Census, 5,090 persons, or 70.5%, are 21 years of age and over. The 2010 Census also reports that in Cumberland of the total occupied-housing stock of 2,697 units, 2,450 units, or 91%, are owner-occupied and 247 units, or 9%, are renter-occupied. These percentages are above and below average in comparison to the state figures of 71.3% and 28.7%, respectively.

The nearest modern, acute-care facility to Cumberland is Maine Medical Center, an approximately eight mile drive from Cumberland Center, and is a 637 licensed-bed teaching hospital that has over 6,000 staff. MMC is the largest hospital in Northern New England. The University of Southern Maine in Portland, the University of New England Portland campus, and Husson College South Portland campus offer 4-year baccalaureate degrees, graduate, and doctoral programs. Southern Maine Community College in South Portland offers 2-year associate's degree programs and other training programs.

The four communities of Cumberland, Falmouth, Yarmouth, and North Yarmouth are considered to be the bedroom communities in the northern portion of the Greater Portland Area. These towns offer relatively rural settings within easy commuting distance of the major employment centers located in Portland, South Portland, Westbrook, and Scarborough. The small town environments and highly regarded school systems are characteristics that make these communities very desirable places to live and raise children.

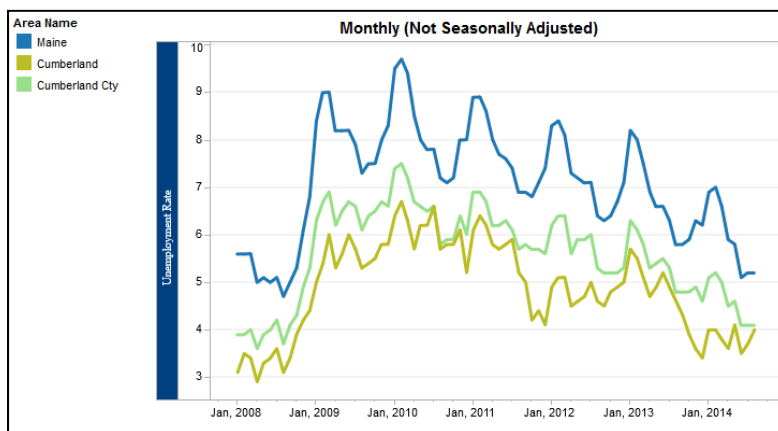
Governmental: Governmental forces are created on the city, county, state, and federal levels and include services provided, regulations and taxation. The Town of Cumberland is run by a Town Council and offers its inhabitants a variety of services including two full-time fire stations, a police force, and public education from kindergarten through 12th grade. The public school system, made up of four schools, also serves the Town of North Yarmouth. The current millage rate for the Town of Cumberland is \$17.40/\$1,000.

On the state level, political leaders are struggling with declining tax revenues as a result of the global recession, followed by a very anemic recovery and balancing the state's budget. Maine has a reputation for general anti-business policies, as shown by strict environmental laws, high real estate and income taxes, high utility costs, lengthy and costly approval processes for development, high workman's compensation and high health insurance costs. Although the state has addressed many of these issues, much work remains to be done to encourage businesses to move to the state and for existing businesses to expand.

Economic: Economic forces are those that determine the economic well-being of an area and include income levels, employment, real estate development, business activity, taxable sales and the like. The economy of the Town of Cumberland was historically driven by agricultural and marine activities; however it now has only a handful of working farms left and much of the coastline has been developed into large, single-family residential homes. According to the Cumberland Maine Business Association, 80% of the population of Cumberland works outside of the town, further highlighting its role as one of the Greater Portland area's bedroom communities.

The local economy is closely connected to that of Cumberland County, the State of Maine, and the nation. According to the 2008-2012 American Community Survey, Cumberland has an estimated per capita income of \$55,152 and an estimated median household income of \$92,262. These percentages are above average in comparison to the county percentages of \$32,549 and \$57,159, respectively, and the state averages of \$26,464 and \$48,219, respectively. Cumberland has some of the highest personal and median household income in the state, owing to its location just north of Portland and the fact that it is a bedroom community.

The Department of Labor reports specific unemployment statistics for the Town of Cumberland, depicted in the chart below:



Cumberland appears to have a relatively stable job market. The town has maintained a lower unemployment rate than the county or the state since 2008. Overall, Cumberland County seems to be economically robust, as the unemployment rate has primarily remained lower than the state over time. As of August 2014, the unemployment rate in Cumberland was 4.0%, down 0.6% from the same time last year. As of the same

time period, the unemployment rate in Cumberland County was 4.1%, and the rate in the state was 5.2%.

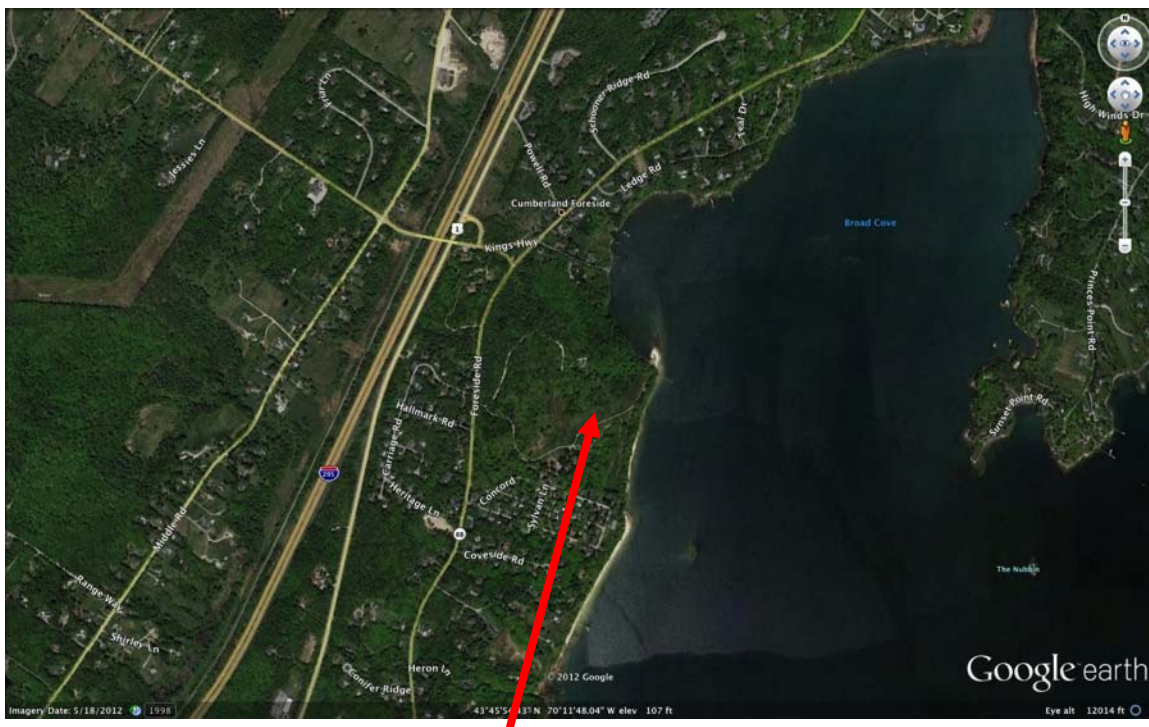
The national economy has only recently come out of recession, but there is still uncertainty about the stability of the Euro, and unrest in the rest of the world has created more concern as to the future. As of March 2014, the Federal Reserve Chair Janet Yellen underscored the Reserve's commitment to spur the economy and put 10.5 million unemployed Americans back to work. Yellen has announced the Reserve might start raising benchmark interest rates above zero about six months after ending its bond purchase program, but she has not yet mentioned a timetable.

In a report generated by the Pew Research Center in the fall of 2012, it was stated that the national median household income decreased an almost equal amount from 2009 to 2011 as it did during the first two years of the recession. The 2009 median household income of \$52,195 (in 2011 inflation-adjusted dollars) dropped to \$50,054 in 2011, falling 4.1% in just two years. As of June 2014, the number of Americans

relying on SNAP was estimated to be just above 15%. In Maine, as of the same time, the number of SNAP participants was estimated to be just below 19%.

Closer to home, the State of Maine has been hard at work combating its tarnished image as a business unfriendly state. In the past, high energy costs, strict environmental regulations, relatively high tax rates and worker compensation laws that heavily favored workers have discouraged businesses from coming to the state, as well as existing businesses from expanding. The LePage administration and legislators have spent the majority of the past four years introducing legislation and programs specifically aimed at attracting businesses to the State. The effects of these actions have been mixed. While employment numbers have improved and the State now boasts more jobs than in the past, a recent report from Ball State University of Indiana rated the state badly for growth in the manufacturing sector. Although much work needs to be accomplished, Maine is beginning to attract more attention as a place to conduct business.

Neighborhood



Subject Property

The subject properties are located in the neighborhood known as Falmouth/Cumberland Foreside, which may be characterized as higher-end residential in nature. The subject neighborhood is bounded to the north by Tuttle Road, to the east by Casco Bay and to the west by US Route 1, and to the south by Depot Road. Properties within this neighborhood exhibit minimal signs of deferred maintenance and are typically improved with larger single-family residences located on lots ranging from 0.5 to 3 acres. The subject property is a portion of the largest undeveloped waterfront parcel within the subject neighborhood.

The subject neighborhood is unique in its waterfront geography and proximity to Portland and is seen as a very desirable commuter and family-oriented neighborhood. Many side streets off Foreside Road are subdivision cul-de-sacs or similarly characterized neighborhoods with a shared point of ingress and egress. Utilities available in the neighborhood include municipal water and sewer, telephone, electric and cable services. Foreside Road, also known as SR 88, is bi-directional, asphalt surfaced municipally maintained roadway with minimally paved shoulders.

In summary, the subject property is well connected to the larger transportation network, and is well suited for the subject's current use. Utilities necessary to support residential development are available within the subject neighborhood.

History of the Subject:

The Cumberland Assessor identifies the subject as Map R01, Lot 2 with a street address of 179 Foreside Road. The most recent transfer information for the subject property is as follows:

| | |
|-----------------|--|
| Grantor: | Eliot B. Payson |
| Grantee: | Spears Hill Limited Liability Company |
| Book/Page: | 21053/132 |
| Date: | February 10, 2004 |
| Purchase Price: | \$1,800,000 |
| Comment: | Transfer of the remaining shares to the current owner. |

A copy of the subject's deed is contained within the attachments section of this report. Based on conversations with the Town of Falmouth and a Purchase and Sale Agreement provided to the Appraisers, the portion of the property that is the subject of this report is currently under contract for \$3,000,000 between 179 Foreside, LLC and the Town of Falmouth. Please note, that the Seller (179 Foreside, LLC) has entered into a Purchase and Sale Agreement with an effective date of June 10, 2013 with Spears Hill LLC for the entire parent parcel at an undisclosed amount.

The subject properties parent parcel is encumbered with a conservation easement held by the Chebeague and Cumberland Land Trust dated December 23, 1997 and recorded in the Cumberland County Registry of Deeds Book 13517 Page 025. Outlined in this easement are limitations on the use of the property to preserve in perpetuity the integrity of the coastal ecosystem and the traditional and scenic appearance of the landscape when viewed from public vantage points. The following are a brief summary of the prohibited uses and reserved rights:

Prohibited Uses

- Use of the property for determining allowed or augmented density, lot coverage or undeveloped space requirements under existing land use codes;
- Mining, excavating, dredging, or removing sod, peat loam, gravel or other mineral resources;
- Commercial or industrial uses;
- Construction of buildings, mobile homes, towers, energy facilities or other temporary or permanent structures;

- No manipulation of watercourses,
- No felling of trees;
- No underground storage tanks, filling or dumping;
- Any other use that would materially impair conservation values;
- Any other use that is otherwise prohibited by local, state and federal law.

Reserved Rights

- Engage in any use not expressly prohibited that is not inconsistent with the purpose of the easement;
- Continue the existing residential use of the property;
- Construct additional residences, related structures and utilities;
- Repair, expand, or replace existing structures. Existing structures may be expanded in footprint by a factor of up to 20%;
- Subdivide the property into more than one ownership;
- Manage vegetation by selective cutting, clearing or planting;
- Timber management and harvesting subject to a forest management plan;
- Domestic and commercial farming;
- Excavation for ecological or archeological purposes;
- Erect wind mills for generation of energy;
- Certain commercial activities such as bed and breakfast or professional office;
- Construction of ponds for fire protection, agriculture or wildlife management;
- Construction of new hiking trails;
- The right to lease or convey less-than-fee ownership interests;
- Passive outdoor recreation;
- Post the property against trespass;
- Extend the existing wharf no more than an additional 50 feet;
- Construct a dock at the waterfront;
- Dispose of black and grey water via an acceptable system allowed by law.

According to this document, under paragraph 5.1C, one of the seven permitted new residences may be built outside of the located building areas, including the subjects 8.8 AC portion with frontage along Foreside Road. For the purposes of this valuation and according to a letter dated August 5, 2014 from the Town of Cumberland to Penny Asherman, president of the CCLT, the Town of Cumberland does not propose to exercise any right to locate a resident or associated improvements outside Limited Building Areas under paragraphs 4(C), 4 (d) and 5.

Tax Assessment:

The subject property is identified as Map R01, Lot 2. The assessed values are as follows:

| Map R01, Lot 2 | |
|-------------------------|-----------------|
| Total Area per Assessor | 106.85± AC |
| Land | \$4,259,100 |
| Building | \$1,693,500 |
| Out Building | \$86,900 |
| Building Features | \$11,700 |
| Total | \$6,051,200 |
| Tax Levy | \$105,290.88 |
| Tax Rate | \$17.40/\$1,000 |
| Tax Ratio | 100% |

As of the date of valuation of September 23, 2014, taxes were paid in full. The tax rate and ratio are for the 2013-2014 tax year. The town currently has a tax rate of \$17.40/\$1,000 at a ratio of 100%. Please note that the above assessed values apply to the entirety of the property of which the subject of this report is only a part.

Site Description:

Area: According to the Map on the previous page, via the Town of Cumberland website, the subject property is 22.55 AC and includes an 8.8 AC area with frontage along Foreside Road, an estimated 50 foot X 2,400 foot road and an 11 AC area along Casco Bay.

Road Frontage

& Access: 920± FF along Foreside Road per measurements made by the Appraisers in Google Earth.

Water

Frontage: 2,140± WFF along Casco Bay per measurements made by the Appraisers in Google Earth.

Topography: The topography is moderately rolling terrain with easterly exposure.

Vegetation: The subject contains open fields and forested areas with a species composition of white pine, eastern hemlock, red oak and a mix of northern hardwoods.

Easements &

Restrictions: The subject property is encumbered with a conservation easement, limiting the overall utility. Please review the "History of the Subject" section for a detailed description of the prohibited uses and reserved rights.

Hazardous

Waste: During inspection, the appraiser observed no obvious signs of the existence of hazardous waste on the property. However, the appraisers are not qualified to make such a determination. This appraisal assumes an environmentally clean site.

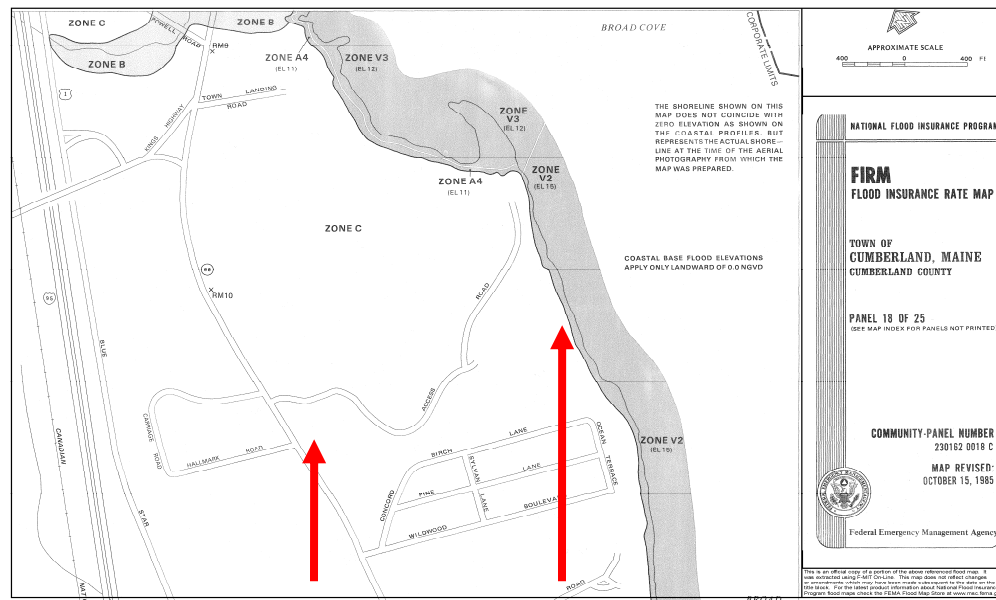
Utilities: Utilities including cable, telephone and electric are available. Town water and sewer are accessible along State Route 88.

Wetland: The site does not contain any designated wetlands.

Zoning: The subject is located within the Low Density Residential District (LDR), the Resource Protection District, and Limited Residential District. A copy of the Zoning restrictions can be found in the Attachments section of this report.

Flood Hazard

Zone: The subject property occurs in Zones C and A4 according to FEMA Community Panel #2301620018C, effective date October 15, 1985. Zone C is described as an area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. The areas of flooding indicated by A4 include areas abutting the tidal waters of Casco Bay. If the property were to be further developed with federal funds, flood hazard insurance may be required.



Soil: The subject's soils consist mainly of Suffield silt loam, 25 to 45 percent slopes, Hollis fine sandy loam, 3 to 8 percent slopes, and Hollis very rocky fine sandy loam, 8 to 20 percent slopes. A complete copy of the subject's soil descriptions and soil maps can be found in the Attachments section of this report.

Functional Adequacy: The functional adequacy of the site is primarily limited by the physical characteristics of the site including access, terrain, soils types, and wetlands. Based on the physical characteristics of the site, including moderately rolling topography, historically buildable soils, and limited utility based on the existing conservation easement, the property is considered functionally adequate for passive recreation and/or conservation uses.

Highest & Best Use:

Any highest and best use must be physically possible, legally permissible, feasible, and produce the maximum value. The subject consists of a 22.55 AC portion of a 104.1 AC parent parcel and includes an 8.8 AC area with frontage along Foreside Road, an estimated 50 foot X 2,400 foot road and an 11 AC area along Casco Bay. Based on the subject's location and limited utility, the highest and best use is considered to passive recreation. The timing of this use is considered to be current.

Valuation:

In the valuation of the subject property, only the Sales Comparison Approach has been utilized. The Cost approach is considered irrelevant due to minimal improvements. The Income Approach has not been utilized due the subject's limited ability to generate revenue.

Sales Comparison Approach:

The Sales Comparison Approach is based on the premise that a buyer will not pay more for one property than for another that is equally desirable. Two steps are involved in this approach. These steps are:

- Step 1.) Researching sales of properties which are considered to share degrees of similarity with the subject property due to their highest and best use, location, physical characteristics and overall utility; and
- Step 2.) Adjusting the sales prices to reflect differences between the comparable sales and the subject to arrive at a value indication for the subject.

The two steps in this approach are applied to the subject below.

Step 1.) Researching Sales of Similar Properties

The subject consists of a 22.55 AC portion of a 104.1 AC parent parcel and includes an 8.8 AC area with frontage along Foreside Road, a 50 foot X 2,400 foot road and an 11 AC area along Casco Bay. The subject property is considered non-buildable based on the terms of the conservation easement and the extraordinary assumption that the Town of Cumberland does not propose to exercise any right to locate a resident or associated improvements outside Limited Building Areas under paragraphs 4(C), 4 (d) and 5. Therefore, the Appraisers researched sales of non-buildable unimproved land parcels or islands with frontage along the Atlantic Ocean that have sold recently and are located in the subject's geographical region. This area encompasses the Maine Coast. The Appraisers recognize that the subject property is located on the mainland with vehicular access and comparable sales #1 - #3 are islands accessed via a personal watercraft. Due to the dearth of limited utility sales with frontage along the Atlantic Ocean and the fact that the subject property's most desirable attribute is its water frontage, islands were considered. A total of five comparable sales have been identified. These sales occurred between January 10, 2006 and March 23, 2013. The land areas of the sales range from 2.0± AC to 25.0± AC and in unit prices per acre from \$2,500/AC to \$31,100/AC. In terms of feet of water frontage, the comparable sales range from 750± FF to 1,800± WFF and in unit price per front foot of water frontage from \$30/WFF to \$1,037/WFF.

The properties selected are considered the most comparable sales the marketplace has to offer and were obtained through commercial listing services, conversations with local brokers and appraisers, and Amidon Appraisal Company's proprietary database of comparable sales. All properties utilized were confirmed either through conversations with the listing/selling agents or the buyer/seller and/or by researching city/town sales transaction records. In addition, legal descriptions for each sale transaction were thoroughly researched at the Registry of Deeds.

SUMMARY OF COMPARABLE WF LAND SALES

| SALE NO. | PROPERTY LOCATION | TOWN | MAP LOT | STATUS | SALE DATE | SALE PRICE | DAYS ON MARKET | | LAND AREA | | UNIT PRICE | | WATER FRONTAGE | | COMMENTS | |
|----------|-------------------------|---------------|-------------|--------|-----------|------------|----------------|-------|-----------|----------|------------|------------------|----------------|-------------------|----------|---|
| | | | | | | | MARKET | AC | SF | \$/AC | \$/SFE | WFE | WATERBODY | RF | | |
| 1 | GOOSEBURY ISLAND | SWAN'S ISLAND | I 25 | SOLD | 3/23/2013 | \$78,000 | UNK | 5.00 | 217,800 | \$15,600 | \$43 | SHORELAND | 1,800 | TOOTHACKER BAY | NA | NON-BUILDABLE, PURCHASED FOR CONSERV. |
| 2 | GREEN ISLAND | SWAN'S ISLAND | I 18 | SOLD | 1/27/2011 | \$60,000 | UNK | 3.00 | 130,680 | \$20,000 | \$38 | SHORELAND | 1,600 | ATLANTIC OCEAN | NA | NON-BUILDABLE, ALL ROCK, PURCHASED FOR CONSERV. |
| 3 | THREE BUSH ISLAND | SWAN'S ISLAND | I 23 | SOLD | 9/27/2010 | \$55,000 | UNK | 2.00 | 87,120 | \$27,500 | \$65 | SHORELAND | 850 | JERICHO BAY | NA | NON-BUILDABLE, ALL ROCK, PURCHASED FOR CONSERV. |
| 4 | BARTOLI ISLAND ROAD | FREEMONT | 20 84, 84-C | SOLD | 4/13/2006 | \$777,500 | 617 | 25.00 | 1,089,000 | \$31,100 | \$1,037 | SHORELAND | 750 | HARRASECKET RIVER | 1,834 | 1 BLDG ENVP, CONSERV. EASEMENT |
| 5 | ALONG PRESUMPSHOT RIVER | FALMOUTH | U29 16 | SOLD | 1/10/2006 | \$50,000 | UNK | 20.00 | 871,200 | \$2,500 | \$30 | R-A/SHORELAND | 1,650 | PRESUMPSHOT RIVER | NA | NO ACCESS, PURCHASED BY PORTLAND TRAILS, STEEP WATERFRONT |
| SUBJ | 179 FORESIDE ROAD | CUMBERLAND | P/O R01 2 | NA | 9/23/2014 | NA | NA | 22.55 | 982,278 | NA | NA | LDR/LR/SHORELAND | 2,140 | CASCO BAY | 920 | SUBJECT |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |

Step 2) Adjusting the Comparable Sales

In order to utilize the comparable sales as indicators of value for the land parcel, adjustments have been made to the unit sale prices to reflect the differences between the comparable sales and the subject. The adjustment process is usually carried out through utilization of a paired sales analysis where the sale prices of properties alike, but for one critical factor, may be compared to arrive at an adjustment for that factor. This is conducted on a somewhat progressive basis, where adjustment factors for differences considered most significant are applied first. The resulting adjusted sale prices are reanalyzed to determine the impact of the next most significant factor, with new adjustments then made and continuing the process. The adjustments made are perhaps more notable for their direction rather than their magnitude and, as they accumulate, tend to provide a reasonably good value range indication for the subject property after differentiation for property types or factors.

The adjustments that have been considered are as follows:

| | |
|-------------------|--|
| Time: | The time adjustment is sometimes referred to as the market conditions adjustment. It is important to note that it is not time that necessitates this adjustment but instead changes in the market relative to the value of real estate. Due to the limited utility of the sales as well as the relatively low prices, a time adjustment is not considered to be indicated as reflected by market forces. |
| Land Area: | The subject and Sales #4 and #5 include land areas greater than 20.0 AC with vehicular access. Sales #1 - #3 include one individual non-buildable island accessed via a personal watercraft. Due to the difficulty in quantifying a market-derived adjustment, no adjustment has been made. However this has been considered in the final analysis. |
| Frontage & Shape: | The subject and all Comparable Sales include frontage along the Atlantic Ocean or interior bay, therefore no adjustment has been made. |
| Utilities: | The subject and Sale #4 include access to utilities. Sales #1 - #3 and #5 do not. Due to the fact that the Subject and Sale #4 do not have the ability to utilize the utilities, no adjustment has been made. However this has been considered in the final analysis. |
| Location: | The subject and all sales are located along the coast of Maine or associated bay, therefore no adjustment has been made. |
| Overall Utility: | The subject and sales #1 - #3 and #5 include similar utility. Sale #4 includes the ability to be improved with one single-family residence located in a specific building area. Based on a review of recent 2 AC – 5 AC buildable land sales, Sale #4 has been adjusted downward by \$200,000 and made into a factor of its sale price to account for this superior attribute. |

| Address | Town | Map Lot | Lot Size Acres | DOM | Sold Price | Unit Price | Sold Date | Zoning | Road Frontage | Water Frontage | Water Body Name |
|----------------------------|-----------|----------|----------------|------|------------|------------|------------|---------------|---------------|----------------|-----------------|
| 0 Lafayette Street. Lot 13 | Yarmouth | 4 37 | 2 | 1191 | 237,500 | \$118,750 | 8/29/2014 | LDR | 310 | 0 | NA |
| 644 Harpswell Road | Brunswick | 34 32 | 3.88 | 127 | 165,000 | \$42,526 | 4/18/2014 | shoreland | | 550 | Middle Bay |
| TBD Twin Oaks Road | Harpswell | 16 432-1 | 3.25 | 588 | 335,000 | \$103,077 | 4/14/2014 | Shoreland | | 200 | Harpswell Sound |
| 531 Cousins Street | Yarmouth | 53 25 | 2.49 | 5 | 140,000 | \$56,225 | 9/27/2013 | LDR | 300 | 0 | NA |
| 00 Hamilton Way | Yarmouth | 53 25 | 2.14 | 9 | 232,500 | \$108,645 | 9/27/2013 | LDR PR SOD | | 20 | Atlantic Ocean |
| 1A Pennelville Road | Brunswick | 32 4 | 3.5 | 5 | 435,000 | \$124,286 | 6/18/2013 | CP1 | | 280 | Middle Bay |
| 410 Bayview Street | Yarmouth | 9 8 | 2 | 0 | 170,000 | \$85,000 | 12/21/2012 | MDR | 200 | 0 | NA |
| 0 Basin Cove Road | Harpswell | 14 2 | 2.01 | 567 | 347,330 | \$172,801 | 12/19/2012 | shoreland res | | 100 | Middle Bay |
| AVG | | | | | \$101,414 | | | | | | |

Other: The subject includes an estimated 225-foot long wharf. Based on Marshall and Swift depreciated cost estimates, all of the comparable sales have been adjusted upward by \$75,000 and made into a factor of their sale price.

Subsequent to these adjustments, the range in unit sales price is from \$6,250/AC to \$65,000/AC with an average of \$34,590/ AC. The average without the highest and lowest values is \$33,900/AC. Giving consideration to the sales unit value per water feet of frontage, the range in unit sales price is from \$76/WFF to \$870/WFF with an average of \$254/WFF. The average without the highest and lowest values is \$107/WFF. These adjustments are shown on spreadsheet below entitled Comparable Sales Adjustments.

The adjusted unit prices of the sales have been graphically plotted against land area, with the resulting graph presented below. The sales highlighted in green represent islands that were purchased for conservation and/ or passive recreation. Based on these factors as well as the graph that indicates a size adjustment, the Appraisers conclude a unit value for the subject of \$18,000/AC and \$80/ WFF.

When extended by the subject area of 22.55± AC, a value of \$405,900 is indicated, rounded to \$405,000. When the subject's amount of water frontage of 2,140± WFF is extended by \$80/WFF a value of \$171,200 is indicated, rounded to \$170,000.

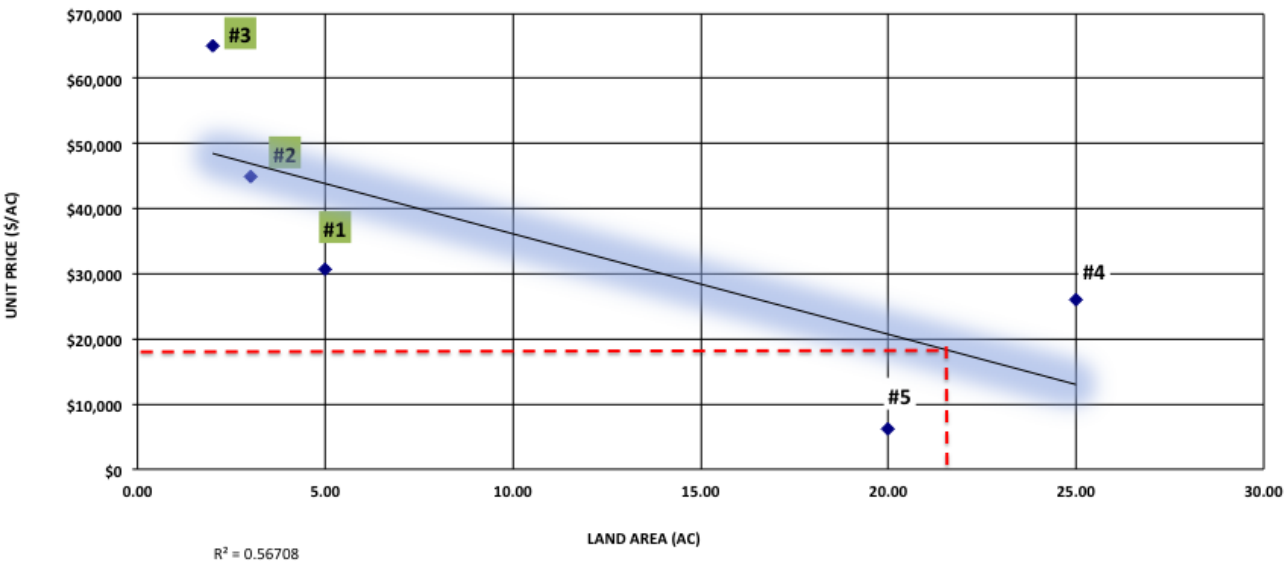
In concluding a unit value for the subject property, consisting of a 22.55 AC portion of a 104.1 AC parent parcel and including an 8.8 AC area with frontage along Foreside Road, a 50 foot X 2,400 foot road and an 11 AC area along Casco Bay, the following factors were considered:

- All of the comparable islands are located in the subject competitive market area;
- The subject and Sales #1 - #3 and #5 are considered non-buildable;
- Sales #1 - #3 were purchased for conservation and passive recreation;

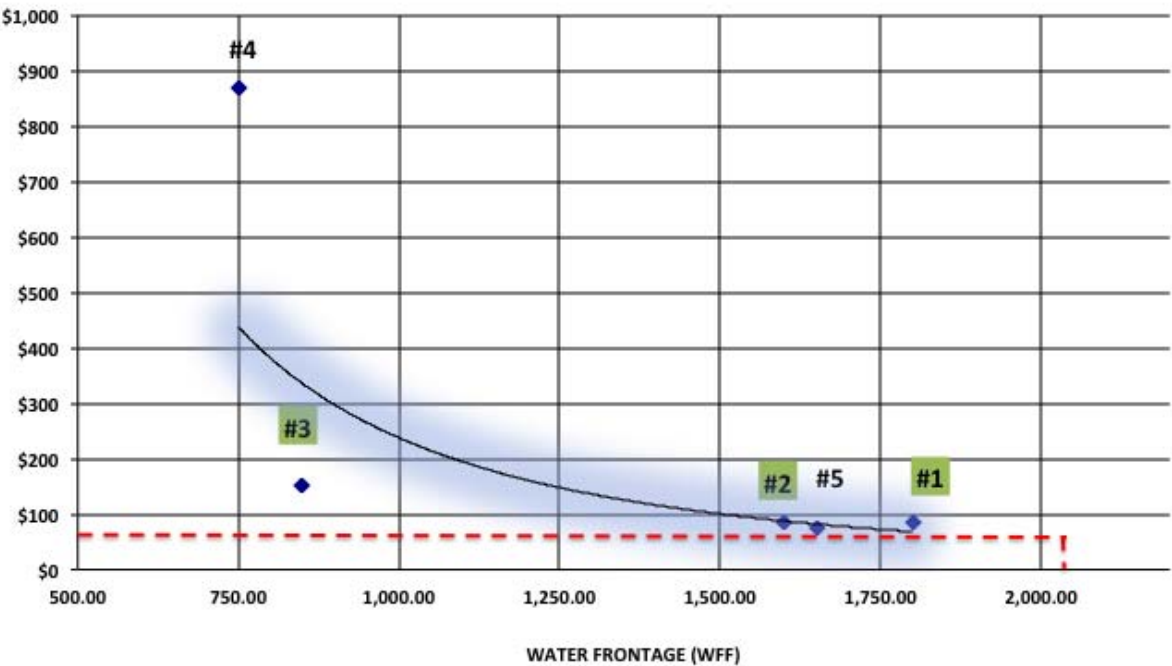
COMPARABLE SALES ADJUSTMENTS

| SALE # | UNIT | | SALE DATE | TIME ADJUSTED UNIT | | UNIT PRICE (WFF) | LAND AREA | FRONTAGE & SHAPE | UTILITIES | LOCATION | OVERALL | | TOTAL ADJUSTMENTS | ADJUSTED UNIT PRICE (AC) | ADJUSTED UNIT PRICE (WFF) |
|--------|-----------|------------|-----------|--------------------|-------------|------------------|-----------|------------------|-----------|----------|---------|-------|-------------------|--------------------------|---------------------------|
| | PRICE /AC | PRICE /WFF | | PRICE (AC) | PRICE (WFF) | | | | | | UTILITY | OTHER | | | |
| 1 | \$15,600 | \$43 | 3/23/2013 | \$15,600 | \$43 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.96 | 1.96 | \$30,600 | \$85 |
| 2 | \$20,000 | \$38 | 1/27/2011 | \$20,000 | \$38 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 2.25 | 2.25 | \$45,000 | \$84 |
| 3 | \$27,500 | \$65 | 9/27/2010 | \$27,500 | \$65 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 2.36 | 2.36 | \$65,000 | \$153 |
| 4 | \$31,100 | \$1,037 | 4/13/2006 | \$31,100 | \$1,037 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.74 | 1.10 | 0.84 | \$26,100 | \$870 |
| 5 | \$2,500 | \$30 | 1/10/2006 | \$2,500 | \$30 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 2.50 | 2.50 | \$6,250 | \$76 |
| | | | | | | | | | | | | | | MAXIMUM | \$85 |
| | | | | | | | | | | | | | | MINIMUM | \$76 |
| | | | | | | | | | | | | | | AVERAGE | \$254 |
| | | | | | | | | | | | | | | AVERAGE W/O HIGH AND LOW | \$107 |

ADJUSTED UNIT PRICE VS LAND AREA



ADJUSTED UNIT PRICE VS WATER FRONTAGE



Market Value: In the current market the Sales Comparison Approach is most applicable in valuing the subject. Based on the above analysis, a value of \$405,000 is concluded for the subject. This value conclusion is of the fee simple interest of the property as of the date of inspection of September 23, 2014, and is stated in terms of cash and/or in terms of financing equivalent to cash, as determined by the conventional mortgage market as of the date of valuation.

| | |
|---------------------------|------------------|
| SALES COMPARISON APPROACH | \$405,000 |
| INCOME APPROACH | NOT APPLIED |
| COST APPROACH | NOT APPLIED |
| CONCLUSION | \$405,000 |

ATTACHMENTS

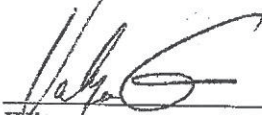
QUITCLAIM DEED WITHOUT COVENANT (Release Deed)
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that I, **ELIOT B. PAYSON**, of Hamilton, County of Essex, and Commonwealth of Massachusetts, RELEASE to **SPEARS HILL LIMITED LIABILITY COMPANY**, a Maine limited liability company, with a mailing address c/o 179 Foreside Road, Cumberland Foreside, ME 04110, certain real estate located in Cumberland, County of Cumberland, and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof.

This conveyance is made SUBJECT, HOWEVER, to real estate taxes which are not yet due and payable, which, by acceptance hereof, Grantee assumes and agrees to pay.

WITNESS my hand and seal this 10 day of February, 2004.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF



Witness



Eliot B. Payson


STATE OF Florida
County of Lee, SS.

February 10, 2004

Then personally appeared the above-named Eliot B. Payson and acknowledged the foregoing instrument to be his free act and deed.



Lisa Conger
Commission # CC 967074
Expires Oct. 29, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Before me,


Notary Public
Printed Name: Lisa Conger

MAINE REAL ESTATE TAX PAID

Exhibit A - Property Description

A certain lot or parcel of land, with the buildings thereon, situated in the Town of Cumberland, in the County of Cumberland and State of Maine, bounded and described as follows:

BEGINNING at a granite post on the easterly side of the County Road leading from Yarmouth to Portland and known as the Foreside Road at the northerly corner of the house lot formerly of William J. Drinkwater; thence southeasterly by said Drinkwater's house lot and along a stone wall dividing said house lot from land of Herbert J. Brown 231 feet, more or less, to land now or formerly of Concord Realty Company known as "Wildwood Park"; thence northeasterly by land now or formerly of Concord Realty Company 520.7 feet, more or less, to a point; thence southeasterly by line of land now or formerly of said Concord Realty Company and by said line extended to the sea at low water mark, the distance of said last named course on the upland being 1250 feet, more or less; thence northeasterly by the sea 2400 feet, more or less, to line of the Town Landing Road, extended; thence northwesterly by said extended line and by said Town Landing Road to a small lot of land containing about 1/4 acre formerly owned by Gertrude St. Clair (the distance of said last named course on the upland being 600 feet, more or less); thence southwesterly and northwesterly by said land formerly of Gertrude St. Clair to said Foreside Road; thence southwesterly by said Foreside Road 2700 feet, more or less, to the place of beginning.

Together with all of the right, title and interest which I may possess in and to that part of the beach and flats contained within the bounds formed by the side lines of the property herein conveyed extended from the points at high water mark to low water mark.

Being the same premises conveyed to the Grantor by deed from Merrill P. Robbins, Eliot B. Payson, and H. M. Payson & Co., Personal Representatives of the Estate of Marion Brown Payson, dated August, 6, 2002, recorded in the Cumberland County Registry of Deeds in Book 18050, Page 143.

Excepting and reserving from the above-described premises, the property conveyed by Marion Brown Payson to Mark M. Dorsey, Inc. in deed dated December 10, 1982 and recorded in the Cumberland County Registry of Deeds in Book 5080, Page 131 and the property conveyed by Marion Brown Payson to Peter E. Robbins as set forth in the deed dated July 11, 1984 and recorded in the Cumberland County Registry of Deeds in Book 6515, Page 15.

Further excepting and reserving from the above-described premises that portion thereof conveyed to Peter G. Robbins and Merrill P. Robbins by Warranty Deed dated October 30, 1998 and recorded in said Registry of Deeds in Book 14418, Page 224.

Also hereby conveying a certain lot or parcel of land, together with the buildings thereon, situated in the Town of Cumberland, County of Cumberland and State of Maine, being designated on a certain Plan filed on May 16, 1918 in Plan Book 14, Page 3 in the Cumberland County Registry of Deeds at said Portland, Maine, entitled "Wildwood Park" and being more particularly described as Lot No. 20 fronting on Birch Lane, so-called.

Also hereby conveying the northwest half of Lot No. 19 described as follows: BEGINNING at the southeast corner of Lot No. 20; thence easterly along the line of Birch Lane 24 feet to a point; thence northeasterly in a direction at right angles with Birch Lane 100 feet, more or less, to the property formerly of Herbert J. Brown and conveyed to Marion Brown Payson; thence northwesterly along the line of said last-mentioned land 24 feet to the northeast corner of Lot No. 20; thence southwesterly along the line of Lot No. 20 to the point of beginning.

Also hereby conveying Lots No. 21, 22, 23, and 24 located on said Birch Lane, together with a triangular piece of land as shown on the Plan and bordering Lot No. 24 on its northwest side, this triangular piece having a frontage on Birch Lane of 37 feet, more or less, and hereby made a part of said Lot No. 24.

Also excepting from the above-described property descriptions, all that certain lot or parcel of land conveyed by Marion Brown Payson to John Gregory Moore Ferland, et al., by deeds recorded in said Registry of Deeds in Book 11052, Page 96; Book 11053, Page 172 and Book 11936, Page 265, to which references are hereby made for more particular descriptions, but the exception contained in this paragraph shall not apply to, and Grantor does hereby convey his right, title and interest in and to, the lot or parcel of land which was re-conveyed by Isabel Christina Moore Ferland and John Gregory Moore Ferland to Marion Brown Payson by deed dated April 21, 1995 and recorded in the Cumberland County Registry of Deeds in Book 11936, Page 263.

To the extent not included within the foregoing descriptions, Grantor also conveys all of his right, title, and interest in and to all real estate located in the Town of Cumberland, County of Cumberland, and State of Maine, which is bounded as follows:

- (i) on the north, by Town Landing Road;
- (ii) on the west, by Route 88 (also known as Foreside Road);
- (iii) on the south, by Concord Circle and Birch Lane; and
- (iv) on the east, by the low water line of the Atlantic Ocean

Received
Recorded Register of Deeds
Apr 02 2004 10:58:50A
Cumberland County
John B O'Brien

077226

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made by Marion B. Payson, of Cumberland Foreside, Cumberland County, Maine (acting by and through Merrill P. Robbins, her attorney-in-fact under Power of Attorney dated November 11, 1995), who with her successors in title to all or any portion of the Property (as hereinafter defined) is collectively referred to herein as "Grantor," in favor of Cumberland Mainland and Islands Trust, Inc. a non-profit charitable corporation organized and existing under the laws of the State of Maine, with a mailing address at P.O. Box 25, Chebeague Island, Maine 04017, referred to herein as "Grantee."

WHEREAS, Grantor is the owner in fee simple of certain real property in the Town of Cumberland, Cumberland County, Maine, totaling 100 acres more or less, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property possesses significant scenic, natural ecological, habitat, and open space values (collectively, "conservation values") of great importance to Grantor and to Grantee; and

WHEREAS, the Property's extensive natural shoreland, wetland, and woodland areas are important to the maintenance of the ecology of the area, and harbor a diversity of plant and animal life; and

WHEREAS, the Property includes approximately 2,900 feet of tidal water and beachfront shore frontage on Casco Bay at Broad Cove, and 3,250 feet of road frontage

on State Route 88, a scenic bypass of U.S. Route 1 which connects Portland to its northern suburbs; and

WHEREAS, the Protected Property is the largest remaining parcel of undeveloped shore frontage and road frontage in the north suburbs of Portland, and its highly scenic character, when viewed from the heavily used navigation lanes just offshore and from Route 88, has been documented in the Town of Cumberland Comprehensive Plan; and

WHEREAS, the Property includes extensive fields and agricultural lands, as well as forested wetlands and tidal mudflats, as documented in An Ecological Characterization of Coastal Maine, Atlas Maps 1/2/4, Region 1, Map 2, U.S. Fish and Wildlife service; and

WHEREAS, the Property includes a rock berm cobble beach and its intertidal area is an important breeding and harvesting location for marine worms and soft clams and an important waterfowl area, as documented in the aforementioned An Ecological Characterization of Coastal Maine at Atlas Map 4; and

WHEREAS, the ecological importance of Maine's 56,684 acres of tidal mudflats has been recognized by the State of Maine as evidenced by protection under the 1988 Natural Resources Protection Act which limits their use and development by landowners, who in Maine own land to the low tide level; and

WHEREAS, the State of Maine has recognized the importance of preserving scenic open space, forestland, and active agricultural land in its Constitution at Article IX, Section 8, and makes special property tax status available for such land pursuant to Title 36 M.R.S.A. Section 571 et seq., and Section 1102 et seq.; and

WHEREAS, the coastal towns of Maine, particularly towns surrounding Portland, are subject to increasing residential development particularly for small lot residential development and condominiums; and

WHEREAS, shoreland zoning mandated by the State of Maine and adopted by the Town of Cumberland currently permits development of the Property set back only 75 feet from the shore, and on fields, which development would be inconsistent with the conservation purposes of this Easement; and

WHEREAS, development of the Property beyond that permitted by this Easement would have an adverse effect on the scenic character of the Property as seen from public vantage points as hereinafter defined, on the integrity of its open fields, wetlands, and tidal mudflats, and on the maintenance of the Property as a scenic and natural area and as a suitable habitat for indigenous flora and fauna; and

WHEREAS, this Deed of Conservation Easement provides limitations on the use of the Property to preserve in perpetuity the integrity of the coastal ecosystems and the traditional and scenic appearance of the landscape when viewed from public vantage points; and

WHEREAS, the future structures and uses permitted hereunder are generally limited hereunder to preserve the traditional, natural, and scenic appearance of the Property when viewed from Casco Bay and Route 88, and to protect the ecological and cultural integrity of the Property and nearby waters; and

WHEREAS, the specific conservation values of the Property are documented in a report to be kept on file at the offices of Grantor and incorporated herein by this reference, which documentation ("Baseline Documentation") the parties agree provides

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; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt, non-profit organization whose primary purpose includes promoting for the benefit of the general public the preservation of natural resources in the Town of Cumberland and County of Cumberland, including land and water resources, the plant and animal life thereon, and unique scenic, natural, and historic sites; and

WHEREAS, Grantee represents that Grantee is a "qualified conservation organization," as that term is defined in Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"); and

WHEREAS, Grantee has received a letter from the Internal Revenue Service, dated July 6, 1992, on file at the offices of Grantee, to the effect that Grantee is not a private foundation within the meaning of Section 509(a) of the Code; and

WHEREAS, Grantor and Grantee recognize the scenic, natural, and special character of the Property, and have the common purpose of the conservation and protection in perpetuity of the Property through the use of restrictions on the Property and with the transfer from Grantor to Grantee of affirmative rights for the protection of the Property, intending the grant of such restrictions and rights to qualify as a

"qualified conservation contribution" as that term is defined under Section 170(h)(2)(C) of the Code;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein and pursuant to Sections 170(h) and 2055 of the Code and the laws of the State of Maine, in particular The Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, 1989, Sections 476 through 479-B inclusive, as amended, Grantor hereby voluntarily grants and conveys to Grantee and its successors and permitted assigns, with quitclaim covenant, a conservation easement (the "Easement") in perpetuity over the Property of the nature and character and to the extent hereinafter set forth. Grantor herein declares that the Property shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, and easements hereinafter set forth, which covenants, conditions, restrictions, and easements shall be deemed to run with the land in perpetuity and to burden the Property in perpetuity.

PURPOSE

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its scenic, natural, and open space condition for conservation purposes and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property and the Property's natural resources and associated ecosystems.

RIGHTS OF GRANTEE

2. Affirmative Rights of Grantee. Grantor hereby grants the following rights to Grantee, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee:

(a) to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require of Grantor or third persons the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;

(b) to enter upon the Property (but not building interiors) at reasonable times and in a reasonable manner in order to monitor Grantor's compliance with, and otherwise enforce the terms of, this Easement including, but not limited to, those monitoring rights more specifically set forth in paragraph 10, provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee in the exercise of its monitoring rights shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property as restricted by this Easement;

(c) to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring removal of offending structures and vegetation and other restoration of the Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law); and

(d) to enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure.

(e) The right, but not the obligation, to enter the Property to make minor improvements to the footpaths in the Trail Easement granted at Paragraph 8, in accordance with the limitations on trail improvements at Paragraph 4(l).

2.1 Forbearance Not a Waiver. It is the responsibility of Grantee to enforce the terms of this Easement. Nevertheless, any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

2.2 Acts Beyond Grantor's Control.

(a) 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, acts of trespassers, fire, flood, storm and earth movement, major tree disease, 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. Notwithstanding the foregoing, nothing herein

shall preclude Grantor's and Grantee's rights to pursue any third party for damages to the Property from vandalism, trespass, or any other violation of the terms of this Easement.

(b) To the extent damage to the conservation values of the Property occurs from causes beyond Grantor's control, Grantor shall cooperate with Grantee and shall act in good faith, subject to economic considerations, to restore to the extent practicable the conservation values damaged by such causes.

2.3 Cost of Enforcement. Grantor agrees to reimburse Grantee for all costs of suit, including reasonable attorneys' fees, incurred by Grantee in enforcing this Easement (except for costs of suit incurred as a result of breaches caused by trespassers in excess of insurance proceeds available for such costs of suit), provided that a violation of this Easement is acknowledged by Grantor or determined to have occurred by a court of competent jurisdiction. Grantee agrees to reimburse Grantor for all costs of suit, including reasonable attorneys' fees, incurred by Grantor in defense of any claim or action brought by Grantee in connection with any alleged violation hereof provided that Grantee acknowledges that such claim or action was undertaken frivolously or without substantial cause or if a court of competent jurisdiction determines that such claim or action was undertaken frivolously or without substantial cause.

PROHIBITED USES: RESERVED RIGHTS: NOTICE AND APPROVAL

3. Prohibited Uses. The following acts or uses are expressly forbidden on, over, or under the Property:

- (a) use of the Property or any portion thereof as part of the gross acreage of property not subject to this Easement for the purposes of determining allowed or augmented density, lot coverage, or undeveloped space requirement, under otherwise applicable laws, regulations or ordinances controlling land use and building density;
- (b) mining, excavating, dredging, or removing from the Property of sod, loam, peat, gravel, sand, hydrocarbons, rock, or other mineral resource or natural deposit;
- (c) commercial or industrial uses of the Property;
- (d) constructing or placing of any building, mobile home, transmission or receiving tower, energy facility, or other temporary or permanent structure or facility on or above the Property;
- (e) dredging, construction of ponds, or any manipulation of natural watercourses;
- (f) cutting, removing, or otherwise destroying trees, grasses, or other vegetation;
- (g) the installation of underground storage tanks or the placing, filling, storing, or dumping on the Property of soil, refuse, trash vehicle bodies or parts, rubbish, debris, junk waste, or other such substance, whether or not generated on the Property;

- (h) any other use of the Property or activity which would materially impair conservation values unless such use or activity is necessary for the protection of the conservation values that are the subject of this Easement, in which case such use or activity shall be subject to the prior approval of Grantee as provided in paragraph 10 below; and
- (i) any use or activity otherwise prohibited by the valid laws and regulations of any federal, state, or local government or government agency having competent jurisdiction over the Property.

4. Reserved Rights. The prohibited uses of paragraph 3 notwithstanding, the following rights, uses, and activities of or by Grantor shall be permitted by this Easement:

- (a) the right to engage in all acts or uses not expressly prohibited herein that are not inconsistent with the purpose of this Easement;

- (b) the right to continue all manner of existing residential use and enjoyment of the buildings and grounds of the Property including, but not limited to, the maintenance, repair, and restoration of existing fences; the maintenance of driveways and paths; immediately around any permitted buildings on the Property, the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep to the extent customary in connection with such buildings in the general vicinity of the Property and consistent with the purpose of this Easement;

(c) subject to the provisions of paragraphs 5 and 10, the right to construct additional residences and other structures on the Property (and access thereto); and the right to install and make available to such residences and structures access to and use of utilities; and the right to engage in associated activities in conjunction with such construction, including the installation of utilities, dredging, excavating, removal of soil, and similar or related activities;

(d) subject to the provisions of paragraphs 5 and 10, the right to repair, remodel, expand, relocate, and replace existing and permitted buildings;

(e) subject to the provisions of paragraphs 5 and 10, the right to divide the Property into more than one ownership;

(f) for non-commercial purposes, subject to the requirement that the traditional and scenic character of the Property be preserved, and generally for the preservation of the existing condition of the Property and the conservation values of the Property, the right to manage vegetation by selective cutting, clearing, pruning, planting, and mowing, including, but not limited to, protection and enhancement of wildlife habitat; control or prevention of fire; human safety; as necessary for construction and maintenance of existing and permitted buildings, facilities, roads, and trails; the provision of farm, forest, or ocean products for use on the Property or for the personal use of Grantor and residents of the Property; and, generally, for the preservation of the existing condition and the conservation values of the Property and, subject to the provisions of paragraphs 5 and 10, the right to create and maintain reasonable

open areas around, and views from, existing and permitted structures, as the case may be, consistent with the provisions of paragraphs 5.3, 5.4, and 5.5 and the preservation of the scenic view of the Property from Casco Bay;

(g) subject to the provisions of paragraphs 6 and 10, the right to harvest, plant, cultivate, and otherwise manage timber for domestic or commercial harvesting purposes;

(h) subject to the provisions of paragraphs 6 and 10, the right to conduct farming and agricultural activities for domestic or commercial purposes;

(i) subject to the provisions of paragraph 10, the right to excavate for ecological studies or archeological purposes, provided that all such excavations shall be done according to generally accepted professional practices and standards or, as applicable, standards and practices recommended by the Maine Historic Preservation Commission, and further provided that the disturbed surrounding land be restored to a condition consistent with the purpose of this Easement as soon as possible thereafter and to the extent possible without compromise of the intended scientific or archeological use;

(j) subject to the provisions of paragraph 10, within those areas identified as Limited Building Areas A, B, 1, 2, 3, and 4 (hereinafter collectively the "Limited Building Areas") on Exhibit B, attached hereto and incorporated herein by the reference, the right to erect and maintain windmills designed for the generation of power for use on the Property only, provided that the scenic and traditional character of the Property as viewed from offshore

shall not be unnecessarily impacted; and the right to conduct a commercial activity (such as, but not limited to, a bed and breakfast establishment or professional office), so long as such use is consistent with the purpose of this Easement and does not adversely affect the scenic and traditional character of the Property;

(k) subject to the provisions of Paragraph 10, the right to create ponds for the purpose of agriculture, fire protection or wildlife-habitat enhancement;

(l) the right to create new trails or footpaths using permeable materials (such as sand, gravel, shell, or crushed stone), provided such trails and footpaths are designed and constructed in a manner to minimize erosion and disturbance of wetlands; and, subject to the provisions of Paragraphs 5 and 10, the right to create with permeable materials new roads, driveways, and parking areas, if reasonably necessary in connection with uses of the Property permitted by this Easement, provided such roads, driveways, and parking areas are designed and constructed in such manner as to minimize erosion and disturbance of wetlands;

(m) the right to lease, or grant other less-than-fee interests in all or a portion of the Property for any use, including any commercial use, permitted to Grantor under this Easement;

(n) the right to engage in any outdoor non-commercial recreational activities, including hunting and fishing, that are not disruptive of the natural environment and are in compliance with all applicable federal, state, and local

statutes and regulations, and the right as lessor to lease hunting and fishing rights to others;

(o) subject to the provisions of Paragraph 8, the right to post all or a portion of the Property against trespassing and hunting;

(p) the right to maintain and repair the existing boat shed and to replace it, if necessary, with a substantially similar structure not designed for human habitation, in substantially the same location; and to maintain, repair, improve and replace the existing wharf, provided that said Wharf may be extended by not more than 50 additional feet beyond its current length; and

(q) the right to build, maintain, repair, and expand a dock of a size and of such construction as is customary in the vicinity of the Property; and

(r) the right to dispose of black and gray water waste in properly functioning waste disposal systems, subject to all applicable laws and regulations, and to compost, burn, or store vegetative waste generated by permitted activities in a manner that preserves the scenic and traditional character of the Property, and the right to store for removal at reasonable intervals normal and customary waste generated on the Property by permitted activities and uses, provided that overboard or direct discharge of black or gray water waste into salt or fresh surface waters on or about the Property is strictly prohibited and further provided that any operation or repair of any waste disposal system must be adequate to protect wetlands and tidal areas from runoff or pollution.

5. Additional Residences: Related Matters, Division of the Property.

5.1. In General. (a) As of the effective date of this Easement, there are three (3) Residences (as hereinafter defined) and a small number of other non-residential structures on the Property, all as more fully described below and so identified in the Baseline Documentation. It is the intent of Grantor to permit the construction of not more than seven (7) additional Residences on the Property (so that at no time may there be more than 10 Residences on the Property) and Associated Improvements (as hereinafter defined), and generally to restrict the locations where such Residences and structures can be built to minimize the effect of such construction and the impact of the Residences and structures on the conservation values of the Property. Therefore, the rights reserved in paragraphs 4(c) and 4(d) shall be subject to the provisions of this paragraph 5 and paragraph 10.

(b) As more fully described below, Grantor and Grantee herein agree that without further approval by Grantee the existing Residences and their respective Associated Improvements may be rebuilt or relocated, and additional Associated Improvements may be built, within Limited Building Area A or Limited Building Area B, so long as Grantor establishes to the satisfaction of Grantee that the requirements of this paragraph 5 and the notice provisions of paragraph 10.4 are met. Similarly, and as more fully described below, without further approval by Grantee, seven (7) new Residences and their respective Associated Improvements may be built (or rebuilt or relocated) within Limited Building Areas 1, 2, 3, and 4, so long as Grantor establishes to the satisfaction of Grantee that the requirements of this paragraph 5 and the notice provisions of paragraph 10.4 are met.

(c) As more fully described below, Grantor and Grantee herein further agree that only one of the seven permitted new Residences, and its respective Associated Improvements, may be built (or rebuilt or relocated) outside of located Building Areas 1, 2, 3, and 4, subject to the prior approval of Grantee as provided in this paragraph 5 and in paragraph 10.

5.2 Definitions. The following definitions apply for purposes of this paragraph 5.

(a) "Residence" means a structure designed for single-family dwelling (including an associated well and septic system) with at a minimum permanently installed cooking and indoor or outdoor sanitary facilities. A Residence may include household guest and employee quarters, a customary home occupation or professional office for the occupant, and/or such other commercial use (such as, but not limited to, a bed and breakfast establishment) that does not adversely affect the scenic and traditional character of the Property, and may have Associated Improvements as hereinafter defined.

(b) "Associated Improvements" means such other buildings, structures, and improvements as are customarily appurtenant to comparable single-family dwellings in the vicinity of the Property, including, but not limited, to swimming pools, tennis courts, solar panels, flagpoles, gazebos, bird observation stands, buildings and facilities not for human habitation but for non-commercial agriculture, forestry, and agriculture activities for the personal use of Grantor and residents of the Property, improvements for fresh water supply, utilities and communication, satellite dishes, septic waste

disposal facilities, outbuildings, bunkhouses, garages, and outdoor furniture and ornaments.

(c) "Footprint" means the land area defined by the exterior walls of a Residence at grade level, including the perimeter of any attached decks and porches, whether roofed or unroofed.

(d) "Public Vantage Points" means the waters of Casco Bay below the low tide line and the public right-of-way at State Route 88. By use of the phrase "not prominently visible from Public Vantage Points," Grantor does not intend to require that additional structures be made invisible from Public Vantage Points, nor that additional plantings be undertaken further to screen existing structures and their replacements; but that reasonable measures be taken so that existing structures do not become materially more prominent than at the effective date of this Easement, as established by the Baseline Documentation, and so that additional structures (to which the "not prominently visible from public Vantage Points" requirement applies) are designed, sited, sheathed primarily with natural colored stains or building materials, and screened with sufficient intervening vegetation, so that they are not readily noticeable to passersby during daylight hours from said Public Vantage Points. The adequacy of vegetative screening and other measures taken to control visibility of additional structures, to which the "not prominently visible from Public Vantage Points" requirement applies, is to be determined in the reasonable discretion of Grantee.

5.3. Within Limited Building Area A. Grantor reserves the right to maintain the structures existing within Limited Building Area A as of the effective date of this

Easement and so identified in the Baseline Documentation. Grantor further reserves the right, subject to the provisions of this paragraph and the notice provisions of paragraph 10.4, to build additional Associated Improvements within Area A and to improve, relocate, and replace any of said existing or permitted structures with substantially similar structures of traditional style and scale within Located Building Area A. Within Limited Building Area A, no existing structure, or its replacement, may be relocated nearer to the nearest shore, nor be increased in height (except for chimneys and weather-vanes), nor may the Footprint of any such existing structure or its replacement be increased in size by more than 20% of its Footprint as of the effective date of this Easement, nor may any improvement or replacement render the structure more prominently visible from Public Vantage Points on the water than the original structure as of the effective date of this Easement, as documented in the Baseline Documentation.

5.4 Within Limited Building Area B. Grantor reserves the right to maintain the structures existing within Limited Building Area B as of the effective date of this Easement and so identified in the Baseline Documentation. Grantor further reserves the right, subject to the notice provisions of paragraph 10.4, to build additional Associated Improvements within Area B and to construct, locate, maintain, and replace any of said existing or permitted structures with substantially similar structures of traditional style and scale within Limited Building Area B. Within Limited Building Area B, no existing structure, or its replacement, may be relocated nearer to the nearest shore, nor be increased in height (except for chimneys and weathervanes), nor may the Footprint of any such existing structure or its replacement be increased in size

by more than 20% of its Footprint as of the effective date of this Easement. All improvements and replacements to existing structures in Limited Building Area B, and all additional and relocated structures in Limited Building Area B, must be limited in height, scale, and exterior treatment, and must be located where there is sufficient intervening vegetation so as to be not more prominently visible from Public Vantage Points than the existing structures in Limited Building Area B as of the effective date of this Easement, as documented in the Baseline Documentation.

5.5 Additional Residences and Other Structures.

(a) Subject to the limitations of paragraphs 5.2(d) and 5.5(b), Grantor reserves the right to construct new Residences, and Associated Improvements, as set forth below:

(i) Two new Residences, and Associated Improvements, may be constructed within Limited Building Area 1.

(ii) Two new Residences, and Associated Improvements, may be constructed within Limited Building Area 2.

(iii) Two new Residences, and Associated Improvements, may be constructed within Limited Building Area 3.

(iv) One new Residence, and Associated Improvements, may be constructed within Limited Building Area 4.

(v) Further, and subject to the provisions of paragraphs 5.1(c) and 10, any one of the new Residences (and its respective Associated Improvements) permitted under the provisions of this paragraph 5.5 may be constructed outside of the Limited Building Areas.

(b) No Residence may exceed 32 feet in height, and no Associated Improvement or other structure may exceed 25 feet (not including cupolas) in height, measured from the original average grade of the building locus, and all such structures must be of a scale and exterior treatment, and must be located on a site with sufficient intervening vegetation, so as to be not prominently visible from Public Vantage Points during daylight hours.

5.6 Minor Structures. Notwithstanding any other provision of this paragraph 5, Grantor reserves the right to construct, locate, and maintain, anywhere on the Property, rustic fences, benches, and gazebos, walkways, nature observation blinds, tent platforms, small interpretive posting, or non-illuminated directional signs, lawn furniture and ornaments, temporary tents for non-commercial camping or scientific study, minor temporary structures necessary to accomplish permitted forestry, agricultural, and recreational activities, wells and fresh water apparatus to serve the Property, and boundary markers; provided that no such structure or improvement may materially alter the traditional and scenic appearance of the Property or otherwise have an adverse impact on the conservation values to be protected by this Easement, and provided further that gazebos, tent platforms, and other roofed structures are subject to the provisions of paragraph 10.3 unless they are located entirely within one of the Limited Building Areas.

5.7 Division of the Property. Pursuant to paragraph 4(e), Grantor reserves the right to subdivide the Property and convey into separate ownership no more than 10 lots. Grantor further reserves the right, at Grantor's sole discretion, to subdivide and convey no more than 2 additional lots to any organization that at the time of such

conveyance would qualify as an eligible assignee of this Easement under the provisions of paragraph 11. In connection with the rights reserved in the two immediately preceding sentences, Grantor reserves the right to use all or any portion of the Property to secure such subdivision approval. In addition to the foregoing, Grantor also reserves the right to convey an undivided fractional interest in the Property from time to time to any one or more family members, or to a limited liability company owned by one or more family members, so long as the recipient(s) of such fractional interest(s) take title subject to this Easement. Any successor in title to any portion of the Property conveyed under the terms of this paragraph 5 shall be subject to this Easement in all respects. Grantor further reserves the right to subdivide and convey any portion of the Property to a homeowners' association or similar entity organized primarily for management purposes.

6. Agriculture and Forestry. Pursuant to paragraphs 4(g) and 4(h), Grantor reserves the right to conduct activities in connection with domestic or commercial agriculture and forestry on the Property, and subject to the provisions of this paragraph and the notice provisions of paragraph 10.4, to construct (and relocate, if necessary), repair, and maintain new utility lines, barns, pens, corrals, fences (including electric fences), animal shelters, and related buildings only if reasonably necessary in connection with said agriculture and forestry activities. For the purposes hereof "agriculture" and "forestry" shall include, but shall not be limited to, animal husbandry, floriculture, and horticulture; the production and sale of plant and animal products, including fish or fish products, grown, produced, or harvested on the Property for domestic or commercial purposes; the growing, stocking, storing, and

distribution of trees (including Christmas trees) of any size capable of producing timber and other wood products; and the cutting and sale of timber and other wood products. Grantor and Grantee herein agree that this Easement is intended to be consistent with the eligibility of the Property for participation in the Maine Tree Growth Tax Law Program under Title 36, Maine Revised Statutes, 1989, Section 581 et seq, as amended.

6.1 Management. Forestry and agricultural management activities shall be conducted in accordance with the current scientifically based practices recommended at the time in question by the United States Cooperative Extension Service, United States Soil Conservation Service, or such other government or private natural resource conservation and management agencies or organizations as are then active. Such activities shall be limited to the extent reasonable to preserve the traditional and scenic character of the Property and to prevent runoff or other pollution of wetlands and tidal areas.

6.2 Structures. Except as provided in paragraph 5.6, all new structures in connection with agriculture and forestry activities must be within the Limited Building Areas, may not be used for human habitation, and must meet the visibility and height restrictions of paragraph 5.5.

6.3 Further Limitations.

(a) Commercial forestry activities shall be conducted in accordance with a Forest Management Plan ("Plan"), prepared by a registered professional forester and approved in advance and in writing by Grantee in accordance with the provisions of paragraph 10.2. Said plan shall be updated and resubmitted for approval from time to

time as necessary. The Plan and harvesting activities undertaken must be designed to preserve the traditional and scenic character of the Property, to develop and maintain a healthy forest, wetlands and shoreline ecosystem, and to assure suitable forest productivity in a manner not inconsistent with the purpose of this Easement. Harvesting must be accomplished by methods most likely to preserve wetlands and minimize erosion of sod or silt into surface waters, and to that end, harvesting without the establishment of additional roads, except temporary winter roads, shall be preferred. Harvesting within two hundred fifty (250) feet of the normal high watermark of the shore or within one hundred (100) feet of the upland edge of wetlands must be by single-tree selection methods designed to assure continuous forest canopy coverage, and to prevent erosion and runoff into wetlands and tidal areas. Clear cutting is strictly prohibited unless approved by Grantee as provided in paragraph 10 based on a determination that (i) clearing will improve the wildlife habitability of the Property without impairing its scenic quality; or (ii) clearing is necessary and appropriate to prevent greater harm to the conservation values of the Property.

(b) In connection with any forestry, agriculture, or landscaping on the Property, the use of chemical fertilizers, herbicides, pesticides, fungicides, and natural controls must be in compliance with all applicable federal, state, and local statutes and regulations and must not have a demonstrable detrimental effect on the conservation values of the Property.

7. Access. No right of access to any portion of the Property is conveyed by this Easement, except as expressly provided in paragraphs 2 and 8 hereof.

8. Trail Easement.

8.1. In General.

(a) Grantee is granted the right to permit, and Grantor agrees to take no action to prohibit, discourage, or exact a fee for, daytime non-motorized and non-mechanized pedestrian public access to and over that portion of the Property that is within one hundred feet of the rock wall that bounds the Property along State Route 38 (the "Trail Easement") and/or on any alternative or additional location designated from time to time by written agreement of Grantor and Grantee. Nothing in this paragraph shall require Grantor or Grantee to agree to any such additional location or to consult or negotiate regarding any such additional location. Grantor and Grantee have the right to require that public use be conducted in a manner that does not unreasonably disturb plant or wildlife habitat or the quiet use and enjoyment of the Property by Grantor, Grantor's guests and invitees, and owners of adjacent property.

(b) Grantor and Grantee shall agree on the location of an unpaved nature and jogging and walking path for pedestrian travel (the "Trail") no greater than five feet in width, within the Trail Easement, and on any alternative or additional location designated by the written agreement of Grantor and Grantee, whether within or outside of the one hundred foot wide strip, in accordance with the terms of this paragraph 8 and an Access Management Agreement for the Trail and the Trail Easement that is part of the Baseline Documentation. Grantor reserves the right within a reasonable time after agreeing as to location to monument, lay out, and establish said Trail, and if Grantor fails to so act Grantee may monument, lay out, and establish said Trail.

(c) Grantee shall retain all responsibility (including financial responsibility) for managing and maintaining the Trail and access to the Trail and for enforcing the provisions of this paragraph 8 and the Access Management Plan that require the preservation and protection of the conservation values of the Property.

(d) Grantee may enter the Property for purposes of Trail maintenance, and, with respect to the Trail, may use motorized vehicles and may use mechanized or motorized equipment to mow, alter the surface, and cut and prune vegetation; may install trail improvements such as timber steps, railings, small unlighted signs, registration boxes, directional markers, walkways, footbridges, and barriers to delineate the Trail route, close off old routes, or discourage use by motorized vehicles; and may make alterations necessary to prevent erosion. Grantee's trail development and maintenance rights may be exercised by its authorized representatives, and may be delegated or assigned after prior written notice to Grantor.

(e) Grantee hereby represents that it will manage access in and to the Trail so as to:

- (i) Permit public daytime pedestrian use of the Trail.
- (ii) Encourage users of the Trail to be responsible and to be sensitive to the conservation values of the Trail and the Property.
- (iii) Encourage users of the Trail to minimize their impact on the Trail and the Property.
- (iv) Prohibit levels or types of use that are noisy or destructive of the tranquility of the Property and its surroundings.

(v) Prohibit any use (or threat of use) that creates or may create a safety hazard.

(vi) Prohibit vandalism, damage to, or littering on the Trail (or the Property).

(vii) Prevent interference with documented significant wildlife patterns, breeding patterns, or important wildlife habitat.

(viii) Prevent erosion of the Trail.

(ix) Prohibit frequent use of the Trail attributable to a commercial enterprise occurring off the Property.

(x) Prohibit any nighttime use of the Trail.

(xi) Prohibit the use of motorized or mechanized vehicles on the Trail, except as provided in paragraph 8. 1 (d).

(f) Grantor and Grantee may agree to limit, restrict, or prohibit public use of all or any part of the Trail Easement or designated alternative locations, temporarily or permanently, to assure safety, for maintenance purposes, and as necessary or appropriate to preserve other important conservation values of the Property in accordance with the terms of this paragraph 8 and the Access Management Agreement.

(g) Grantor and Grantee claim all of the rights and immunities against liability for injury to the public under Title 14 M.R.S.A. Section 159-A, et seq. as amended and any successor provision thereof (The Maine Recreational Use Statute), and under any other applicable provision of law and equity. Nevertheless, Grantee will secure, maintain, and provide Grantor with evidence of general liability insurance

coverage, public use of the Property, and will name Grantor as co-insured on such coverage.

(h) Notwithstanding any other provision in this Easement to the contrary, for purposes of this paragraph 8, the term "Grantor" shall not include any owner of a Residence or lot built on or divided from the Property under the provisions of paragraph 5 who is not a lineal descendant of Marion B. Payson and Phillips M. Payson. If there are no lineal descendants of Marion B. Payson and Phillips M. Payson who own any portion of the Property, the owners of any part of the Property through which this Trail Easement passes shall collectively be deemed to be "Grantor" for purposes of this paragraph 8. Grantor and Grantee herein agree that under no circumstances shall the Trail Easement be terminated or deemed to be terminated because of the application of this paragraph 8. 1(h).

8.2 Remedies. In the case of damage to the Trail or the Property or to the conservation values of the Trail or the Property, Grantor and Grantee shall consider, among other remedies, the following:

- (i) posting during a biologically critical or ecologically sensitive period;
- (ii) relocating the Trail;
- (iii) reconstructing or further improving or delineating the Trail;
- (iv) increasing law enforcement patrols;
- (v) patrols by volunteers;
- (vi) limiting hours of use;
- (vii) limiting seasons of use;
- (viii) educating users with literature, signs, and other information;

- (ix) blocking or chaining access points; and
- (x) temporarily or indefinitely closing the Trail.

8.3. Arbitration. In the event of a dispute between Grantor and Grantee with respect to any matter concerning access to the Trail, limitations or controls on access to the Trail, and protection of the conservation values of the Property (including the Trail) as those values may be adversely affected by access to the Trail, such dispute shall be resolved by arbitration as provided in this paragraph. Examples of matters that shall be resolved by arbitration include, but are not limited to, the following: (i) the occurrence (or the threat of occurrence) of an emergency event, situation or hazard, out of the control of Grantor or Grantee, that poses an immediate, serious, and severe threat to the Trail, the Property, or the public (such as, for example, storm damage or fire hazard), with respect to which, in Grantor's good faith determination, Grantee has failed to agree to an adequate response; (ii) upon a showing by Grantor of evidence of damage (or of a reasonable threat of imminent damage) to the conservation values of the Property (including the Trail) attributable to public access and requiring immediate remedial action, including, for example, unacceptable erosion of the Trail; frequent use of the Trail attributable to a commercial enterprise occurring off of the Property; a level or type of use that is noisy or destructive, or otherwise incompatible with the tranquility of the Property and its surroundings; any use (or threat of use) that creates a safety hazard; and vandalism or damage to the Trail or to the Property, with respect to which, in Grantor's good faith determination, Grantee has failed to agree to an adequate response; (iii) if Grantor in good faith determines that there is insufficient liability insurance coverage or protection to protect Grantor from any liability that

might arise under the Trail Easement, or that such liability coverage exists but that its continuation is in jeopardy, provided that \$1,000,000 or more of liability insurance coverage shall be deemed adequate; and (iv) upon the failure of Grantor and Grantee to locate the Trail in accordance with the provisions of paragraph 8. 1(b).

(a) Grantor and Grantee shall each appoint a person as arbitrator who shall have had at least five years of experience in a field or fields related to the subject matter in question. Such appointment shall be signed in writing by each party to the other, and the arbitrators so appointed, in the event of their failure to agree upon appropriate remedies within ten days, shall appoint a third arbitrator. If Grantor or Grantee shall fail to so appoint an arbitrator for a period of 30 days after written notice from the other party to make such appointment, then the arbitrator appointed hereunder shall appoint a second arbitrator and the two so appointed shall, in the event of their failure to agree upon any decision within ten days thereafter, appoint a third arbitrator. The three arbitrators, after being duly sworn to perform their duties with impartiality and fidelity, shall proceed to determine appropriate remedies with respect to the matter submitted. Grantor and Grantee each will do all things reasonable and necessary to secure a prompt decision of the arbitrators.

(b) No decision of the arbitrators may impose financial liability on Grantor or require the expenditure of funds by Grantor.

(c) The decision of the arbitrators shall be rendered within 30 days after the appointment of the last arbitrator, and such decision shall be in writing and in duplicate, one counterpart thereof to be delivered to each of the parties hereto. The award of the arbitrators shall be binding, final, and conclusive on the parties.

(d) The fees of the arbitrators and the expenses incident to the proceedings shall be borne equally between Grantor and Grantee. The fees of any respective counsel engaged by the parties, and the fees of expert witnesses and other witnesses called for by the parties, shall be paid by the respective party engaging such counsel or calling or engaging such witnesses.

(e) The terms of the decision of the arbitration panel shall be incorporated into the Access Management Plan for the succeeding year, and Grantor and Grantee shall execute (or shall be deemed to execute, as the case may be) such Access Management Plan. Grantor and Grantee acknowledge that in the event Grantee is unable or unwilling to fulfill its responsibilities under this paragraph 8, one of the possible remedies available to the arbitrators would be temporarily or indefinitely to close the Trail and suspend the Access Management Plan (with respect to liabilities and obligations thereafter accruing).

8.4 Indemnification. Grantee shall save harmless and indemnify Grantor and Grantor's agents, employees, successors, and assigns from and against any and all claims, damages, losses, and expenses (including, without limitation, reasonable attorneys' fees, witness fees and court costs) that arise or result from personal injury, death, or property damage arising by reason of any form of use of the Trail or the Property, provided that such injury, death, or property damage results in whole or in substantial part from negligence, gross negligence, breach of duty, or any other tortious or actionable conduct by Grantee, its officers, employees, agents, or representatives. Grantee will make available to Grantor evidence of insurance or other

source of funds sufficient to cover any claims, damages, losses, and expenses that might arise under this paragraph.

9. Costs, Liabilities, and Taxes. Except as provided in paragraph 8, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of general liability insurance coverage, and including any taxes assessed on Grantor's interest in the Property.

9.1 Hazardous Material. Grantor shall hold harmless, indemnify, and defend Grantee and Grantee's members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with the presence or release of any hazardous material or substance of any kind on the Property. This paragraph 9.1 shall not apply in the case of any hazardous material or substance in any manner placed on the Property by Grantee or Grantee's representatives or agents.

NOTICE AND APPROVAL

10. Approval by Grantee: Notice to Grantee: Breach.

10.1 Grantee's Approval or Withholding of Approval. When Grantee's approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantee's written request therefor. In the case of withholding of approval, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding of approval, and the conditions, if any, on

which approval might otherwise be given. Failure of Grantee to respond in writing within such sixty (60) days shall be deemed to constitute written approval by Grantee of any request submitted for approval that is not contrary to the express restrictions hereof.

10.2 Approval by Grantee of Certain Uses or Activities. Any use or activity permitted under paragraph 3(l), any proposed alteration of wetlands in connection with the construction of new ponds under paragraph 4(k), or any Forest Management Plan required or clearcutting permitted under paragraph 6.3(a), shall be subject to the prior approval of Grantee. Grantor shall request such approval in writing and shall include therewith information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. Grantee's evaluation of the request shall generally take into account the criteria included at paragraphs 10.3(a)-(g), below, as they relate to the activity itself as well as to the site for the proposed activity, and Grantee's approval or permission, as the case may be, shall not be unreasonably withheld.

10.3 Approval by Grantee of Sites. (i) The exercise of any right to locate outside of Limited Building Areas A, B, 1, 2, 3, and 4 one new Residence and Associated Improvements reserved under paragraphs 4(c), 4(d), and 5; (ii) the exercise of any right to erect a windmill or conduct a commercial activity reserved under paragraph 4(j); (iii) the exercise of any right reserved under paragraphs 4(l) and 5 to create or construct new roads, driveways, and parking areas; or (iv) the exercise of the right to construct outside of the Limited Building Areas a gazebo, tent platform, or roofed structure reserved under paragraph 5.6, shall be subject to the prior approval by Grantee of the site for such proposed activity. Grantor shall request such approval in

writing and shall include therewith information identifying the proposed site with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. Grantee's approval, which shall not be unreasonably withheld, shall take into account the following criteria:

- (a) the extent to which use of the site for the proposed activity would impair the scenic qualities of the Property that are visible to the general public;
- (b) the extent to which use of the site for the proposed activity would destroy an important habitat or would have a material adverse effect on the movement of wildlife;
- (c) the extent to which use of the site for the proposed activity would impair water quality;
- (d) the extent to which use of the site for the proposed activity would be detrimental to historic or archaeological values of the Property;
- (e) In the case of any proposal to build new structures, the extent to which new road construction would be necessary to provide access to the site;
- (f) In the case of any proposal to build new structures or roads, the extent to which wetlands may be disturbed, a danger of erosion may be posed, or the scenic quality of the Property may be adversely affected;
- (g) the extent to which the proposed activity or use of the site for the proposed activity would otherwise significantly impair the conservation values of the Property. Grantor and Grantee shall cooperate and shall act in good faith to arrive at

agreement on suitable sites in connection with any determinations that are necessary to be made by them (either separately or jointly) under this paragraph 10.3.

10.4 Notice to Grantee. Following the receipt of Grantee's approval when required under paragraph 10.2 or paragraph 10.3, and not less than thirty (30) days prior to (i) the commencement of any use or activity approved under paragraph 10.2; (ii) the exercise of any right to construct additional residences or other structures (or replace or relocate residences or other structures) reserved under paragraphs 4(c), 4(d), 4(g), 4(h), 5 and 6, except for minor structures permitted under paragraph 5.6 located within the Limited Building Areas; (iii) the exercise of any right to divide the Property reserved under paragraphs 4(c) and 5; (iv) the exercise of any right reserved under paragraph 4(f) to create views from existing and permitted structures; (v) the exercise of any right to excavate for ecological studies or archeological purposes reserved under paragraph 4(i); (vi) the exercise of any right to create ponds reserved under paragraph 4(k); or (vii) the exercise of any right to create new roads, driveways, and parking areas reserved under paragraph 4(l), Grantor agrees to notify Grantee in writing of the intention to exercise such right. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to monitor such activity. When such information was not provided to Grantee under the requirements of paragraph 10.3, the notice shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At Grantee's sole discretion, Grantee may permit commencement of the activity less than thirty (30) days

after receiving Grantor's written notice. See also paragraph 12, with respect to Grantor's written notice to Grantee concerning a transfer of any interest in all or a portion of the Property.

10.5 Breach. Failure to secure such approval or give such notice as may be required by this paragraph 10 shall be a material breach of this Easement notwithstanding any other provision of this Easement and shall entitle Grantee to such rights or remedies as may be available under paragraph 2.

10.6 Compliance Certificates. Upon request by Grantor, Grantee shall within twenty (20) days (or within thirty (30) days if between November 15 and March 15) execute and deliver to Grantor any document that may be requested by Grantor, including an estoppel certificate or compliance certificate, to certify to the best of Grantee's knowledge Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise to evidence the status of this Easement.

ASSIGNMENT BY GRANTEE: TRANSFERS BY GRANTOR.

11. Limitations on Assignment by Grantee. The benefits of this Easement shall be in gross and shall not be assignable by Grantee, except (i) if as a condition of any assignment, Grantee requires that the purpose of this Easement continues to be carried out, and (ii) if the assignee, at the time of assignment, qualifies under Section 170(h) of the Code and the laws of the State of Maine as an eligible donee to receive this Easement directly. Grantee agrees to notify Grantor in writing at least sixty (60) days prior to any assignment of this Easement.

12. Transfers by Grantor. Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor

transfers any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the proposed transfer of any such interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

AMENDMENT: EXTINGUISHMENT

13. Limitations on Amendment If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement; provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h), 501(c)(3), and 2055 of the Code and Title 33, Maine Revised Statutes, 1989, Sections 476 through 479-B, inclusive, as amended. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit additional residential development on the Property other than residential development permitted by this Easement on its effective date, and shall not permit any impairment of the significant conservation values of the Property. Any such amendment shall be executed by Grantee or by Grantee's successor in title to the benefits of this Easement and by the record owner or owners of the lot or lots or other portion of the Property to which the amendment applies and shall be filed in the Registry of Deeds of Cumberland County, Maine. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

14. Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made by Grantor after the effective date of this Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Property, as such percentage interests are determined under the provisions of paragraph 14.1, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's conservation purposes.

14.1 Percentage Interests. For purposes of this paragraph, the parties hereto stipulate that as of the effective date of this grant the Easement and the restricted fee interest in the Property each represent a percentage interest in the fair market value of the Property. Said percentage interests shall be determined by the ratio of the value of the Easement on the effective date of this grant to the value of the Property, without deduction for the value of the Easement, on the effective date of this grant. The values on the effective date of this grant shall be those values used to calculate the deduction

for federal income tax purposes allowable by reason of this grant, pursuant to Section 2055 of the Code. The parties shall include the ratio of those values with the Baseline Documentation of the Property (on file at Grantee's offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant.

14.2 Condemnation. If all or a part of the Property is taken, in whole or in part, by exercise of the power of eminent domain Grantor and Grantee shall be respectively entitled to compensation in conformity with the provisions of Paragraphs 14 and 14. 1 (with respect to the allocation of proceeds).

GENERAL PROVISIONS

15. General Provisions.

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

15.2 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 purpose of this Easement and the policy and purposes of Grantee. 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.

15.3 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 and their application to other persons and circumstances shall not be affected thereby.

15.4 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. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 13.

15.5 Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property, provided that (i) a person is not responsible for violations that occur on such person's land after that person ceases to be an owner or have any interest therein; (ii) in the event of a breach of the terms hereof on any subdivided portion of the Property, no owner or owners of any other portion of the Property shall be liable for such breach; and (iii) any of the rights herein reserved to Grantor may be exercised by any owner or owners from time to time of any lot within the Property.

15.6 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 or sent by first class mail, postage prepaid, addressed as follows:

BK13517PG064

To Grantor: The Estate of Marion B. Payson
c/o Merrill P. Robbins
179 Foreside Road
Cumberland Foreside, Maine 04110

To Grantee: Cumberland Mainland and Islands Trust, Inc.
P.O. Box 25
Chebeague Island, Maine 04017

or to such other address as either of the above parties from time to time shall designate by written notice to the other.

15.7 Effective Date. Grantor and Grantee intend that the restrictions arising hereunder take effect upon the execution of this DEED OF CONSERVATION EASEMENT by the parties. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Easement.

15.8 Grantor's Interest Represented. In compliance with Title 33, Maine Revised Statutes, 1989, Section 1021 et seq. Grantor confirms that Grantor has retained Richard LeBlanc, Esq., of LeBlanc & Young, in Portland, Maine as her independent counsel to represent only Grantor's interests in this transfer.

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

IN WITNESS WHEREOF, the said Marion B. Payson has caused this instrument to be signed on her behalf by Merrill P. Robbins, her attorney-in-fact as aforesaid, and Cumberland Mainland and Islands Trust, Inc. has caused this instrument

BK13517PG065

to be signed on its behalf by Stephen W. Moriarty, its President, on this 23rd day of
December, 1997.

WITNESS:

Richard P. LeBlanc

Name: Richard P. LeBlanc

David B. Melcher

Name: David B. Melcher

MARION B. PAYSON

By: Merrill P. Robbins

Merrill P. Robbins

Attorney-in-Fact

GRANTOR

CUMBERLAND MAINLAND AND
ISLANDS TRUST, INC.

By: Stephen W. Moriarty

Stephen W. Moriarty

its President

GRANTEE

STATE OF MAINE

COUNTY OF CUMBERLAND, SS.

December 23, 1997

PERSONALLY APPEARED the above-named Merrill P. Robbins, attorney-in-fact as
aforesaid, and acknowledged the foregoing to be her free act and deed in her said
capacity, and the free act and deed of the said Marion B. Payson.

SEAL

RICHARD P. LeBLANC
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 8, 2000

Before me,

Richard P. LeBlanc

Notary Public

STATE OF MAINE

COUNTY OF CUMBERLAND, SS.

December 23, 1997

PERSONALLY APPEARED the above-named Stephen W. Moriarty, President of
Cumberland Mainland and Islands Trust, Inc., and acknowledged the foregoing
instrument to be his free act and deed in his said capacity and the free act and deed of
the said Cumberland Mainland and Islands Trust, Inc.

SEAL

RICHARD P. LeBLANC
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 8, 2000

Before me,

Richard P. LeBlanc

Notary Public

EXHIBIT A

A certain lot or parcel of land situated in the Town of Cumberland, in the County of Cumberland and State of Maine bounded and described as follows:

Beginning at a granite post on the easterly side of the County Road leading from Yarmouth to Portland and known as the Foreside Road at the northerly corner of the house lot formerly of William J. Drinkwater; thence southeasterly by said Drinkwater's house lot and along a stone wall dividing said house lot from land of Herbert J. Brown two hundred thirty-one (231) feet, more or less, to land now or formerly of Concord Realty Company known as "Wildwood Park"; thence northeasterly by land now or formerly of Concord Realty Company five hundred twenty and seven-tenths (520.7) feet, more or less, to a point; thence southeasterly by line of land now or formerly of said Concord Realty Company and by said line extended to the sea at low water mark, the distance of said last named course on the upland being twelve hundred fifty (1250) feet, more or less; thence northeasterly by the sea twenty-four hundred (2400) feet more or less to the line of the Town Landing Road, extended; thence northwesterly by said extended line and by said Town Landing Road to a small lot of land containing about one-quarter (1/4) acre formerly owned by Gertrude St. Clair (the distance of said last named course on the upland being six hundred (600) feet, more or less); thence southwesterly and northwesterly by said land formerly of Gertrude St. Clair to said Foreside road; thence southwesterly by said Foreside Road twenty-seven hundred (2700) feet, more or less, to the place of beginning, containing one hundred five (105) acres, more or less.

Together with all of the right, title and interest which I may possess in and to that part of the beach and flats contained within the bounds formed by the side lines of the property herein conveyed extended from the points at high water mark to low water mark.

Being the same premises conveyed to Marlon Brown Payson by Herbert J. Brown by deed dated June 29, 1936 and recorded in the Cumberland County Registry of Deeds in Book 1496, Page 239.

EXCEPTING AND RESERVING from the above-described premises, the property conveyed by Marlon Brown Payson to Dorsey, Inc. dated December 10, 1982 and recorded in the Cumberland County Registry of Deeds in Book 5080, Page 131 and the property conveyed by Marlon Brown Payson to Peter E. Robbins as set forth in the deed dated October 13, 1983 and recorded in the Cumberland County Registry of Deeds in Book 6309, Page 244, as corrected by deed dated July 11, 1984 and recorded in said Registry of Deeds in Book 6515, Page 14.

The above-described premises are subject to an easement to New England Telephone and Telegraph Company given by Marion B. Payson dated May 10, 1983 and recorded in the Cumberland County Registry of Deeds in Book 6201, Page 216.

Also, a certain lot or parcel of land, together with the buildings thereon, situated in the Town of Cumberland, County of Cumberland State of Maine, being designated on a certain Plan filed on May 16, 1918 in Plan Book 14, Page 3 in the Cumberland County Registry of Deeds at said Portland, Maine entitled "Wildwood Park" and being more particularly described as Lot No. twenty (20) fronting on Birch Lane, so-called.

Also the northwest half of Lot No. Nineteen (19) described as follows: Beginning at the southeast corner of Lot No. Twenty (20); thence easterly along the line of Birch Lane twenty-four (24) feet to a point; thence northeasterly in a direction at right angles with Birch Lane one hundred (100) feet, more or less, to the property formerly of Herbert J. Brown and conveyed to Marion Brown Payson; thence northwesterly along the line of said last-mentioned land twenty-four (24) feet to the northeast corner of Lot No. Twenty (20); thence southwesterly along the line of Lot No. Twenty (20) to the point of beginning. Said northwest half of Lot No. Nineteen (19) is hereby made a part of said Lot No. Twenty (20) insofar as the application of the building restrictions as below enumerated are concerned.

The said lots or parcels of land above enumerated are subject to the covenants and restrictions contained in a Deed of Warranty from Concord Realty Company to Herbert J. Brown dated January 28, 1921 and recorded in Cumberland County Registry of Deeds in Book 1067 Page 484, to which deed reference is hereby made for further statement thereof.

Also Lots Nos. twenty-one (21), twenty-two (22), twenty-three (23), and twenty-four (24) located on said Birch Lane, together with a triangular piece of land as shown on the Plan and bordering Lot No. twenty-four (24.) on its northwest side, this triangular piece having a frontage on Birch Lane of thirty-seven (37) feet more or less and hereby made a part of said Lot No. twenty-four (24).

Said lots or parcels of land are conveyed subject to the covenants and restrictions contained in a Deed of Warranty from Concord Realty Company to Herbert J. Brown dated June 17, 1920, recorded in the Cumberland County Registry of Deeds.

Also excepting from the above-described property descriptions, all that certain lot or parcel of land conveyed by Marlon Brown Payson to John Gregory Moore Ferland, et al, by deed dated October 27, 1953 and recorded in the Cumberland County Registry of Deeds in Book 11052, Page 96 and Book 10053, Page 172 to which reference is hereby made for a more particular description.

Said premises are also conveyed subject to a restrictive covenant and to corrections with respect to the same, all as more fully set forth in Restrictive Covenant dated May 20, 1993 and recorded in the Cumberland County Registry of Deeds in Book 10731,

BK 13517PG068

Page 212; Corrective Restrictive Covenant dated September 21, 1993 and recorded in said Registry of Deeds in Book 10969, Page 258; and Second Corrective Restrictive Covenant dated September 21, 1993 and recorded in said Registry of Deeds in Book 10969, Page 269.

RPL
02441001/2PAYSON.DOC

BK 13517PG069



BUILDING EVELOPE PLAN
STROUWATER DESIGN GROUP



B

RECEIVED
RECORDED REGISTRY OF DEEDS
1997 DEC 24 PM 1:05
CUMBERLAND COUNTY
John B. C. Smith

Powered by Vision Government Solutions, Inc.



MBLU : R01/ 2/ / / /

Location: 179 FORESIDE ROAD

Owner Name: SPEARS HILL LLC*

Account Number: S0194R

Parcel Value

| Item | Assessed Value |
|--------------------|------------------|
| Buildings | 1,693,500 |
| Xtra Bldg Features | 11,700 |
| Outbuildings | 86,900 |
| Land | 4,259,100 |
| Total: | 6,051,200 |

Owner of Record

SPEARS HILL LLC*
 C/O MERRILL WOODWORTH
 70 FAWN RUN
 YARMOUTH, ME 04096

Ownership History

| Owner Name | Book/Page | Sale Date | Sale Price |
|------------------------|------------|-----------|------------|
| SPEARS HILL LLC* | 21053/ 132 | 4/2/2004 | 1,800,000 |
| ROBBINS MERRILL P* | 18050/ 148 | 9/7/2002 | 0 |
| PAYSON MARION-HEIRS OF | 1496/ 239 | 6/29/1936 | 0 |

Land Use

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 1012 | OCN FT MDL-01 |

Land Line Valuation

| Size | Zone | Assessed Value |
|------------|------|----------------|
| 4654386 SF | LDR | 4,259,100 |

Construction Detail**Building # 1**

| | | |
|----------------------------------|--------------------------------------|--------------------------------|
| STYLE Antique | MODEL Residential | Stories: 2 Stories |
| Exterior Wall 1 Clapboard | Roof Structure: Gable/Hip | Roof Cover Wood Shingle |
| Interior Wall 1 Plastered | Interior Flr 1 Pine/Soft Wood | Heat Fuel Oil |
| Heat Type: Forced Air-Duc | AC Type: None | Total Bedrooms: 09 |
| Total Bthrms: 6 | Total Half Baths: 0 | Total Rooms: 16 |
| Kitchen Style: Good | | |

Building Valuation

| | | |
|---------------------------------------|------------------------------------|-------------------------|
| Living Area: 7,888 square feet | Replacement Cost: 1,697,656 | Year Built: 1938 |
| Depreciation: 26% | Building Value: 1,256,300 | |

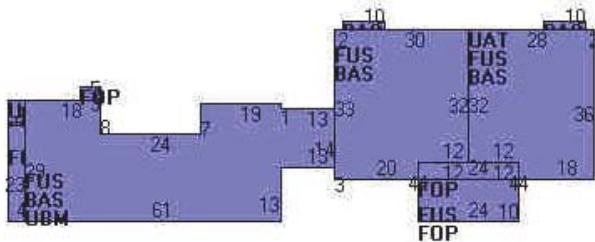
Extra Features

| Code | Description | Units |
|------|----------------|---------|
| FPL3 | 2 STORY CHIM | 4 UNITS |
| FPO | EXTRA FPL OPEN | 3 UNITS |

Outbuildings

| Code | Description | Units |
|------|----------------|-----------|
| STB2 | W/IMPROVEMENTS | 1472 S.F. |
| FGR5 | W/LOFT GOOD | 2150 S.F. |
| FGR3 | GARAGE-POOR | 540 S.F. |
| FGR1 | GARAGE-AVE | 1080 S.F. |
| SHD1 | SHED FRAME | 170 S.F. |

Building Sketch



Subarea Summary

| Code | Description | Gross Area | Living Area |
|------|-----------------------------|------------|-------------|
| BAS | First Floor | 3916 | 3916 |
| FGR | Garage | 116 | 0 |
| FOP | Porch, Open, Finished | 351 | 0 |
| FUS | Upper Story, Finished | 3972 | 3972 |
| UAT | Attic, Unfinished | 1032 | 0 |
| UBM | Basement, Unfinished | 1740 | 0 |
| UEP | Porch, Enclosed, Unfinished | 24 | 0 |

Construction Detail

Building # 2

STYLE Bungalow

Stories: 1 Story

Roof Structure: Gable/Hip

Interior Wall 1 Plastered

Heat Fuel Oil

AC Type: None

Total Bthrms: 2

Total Rooms: 6

MODEL Residential

Exterior Wall 1 Clapboard

Roof Cover Asph/F Gls/Cmp

Interior Flr 1 Pine/Soft Wood

Heat Type: Hot Water

Total Bedrooms: 04

Total Half Baths: 1

Kitchen Style: Average

Building Valuation

Living Area: 1,711 square feet

Depreciation: 26%

Replacement Cost: 172,011

Building Value: 127,300

Year Built: 1930

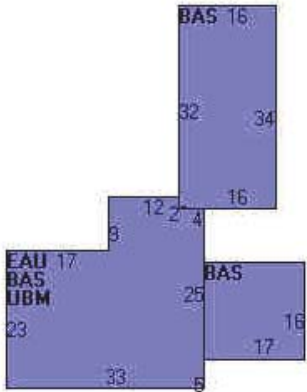
Extra Features

| Code | Description | Units |
|------|----------------|---------|
| FPL1 | FIREPLACE 1 ST | 1 UNITS |

Outbuildings

| Code | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings | | |

Building Sketch



Subarea Summary

| Code | Description | Gross Area | Living Area |
|------|------------------------------|------------|-------------|
| BAS | First Floor | 1711 | 1711 |
| EAU | Attic, Expansion, Unfinished | 895 | 0 |
| UBM | Basement, Unfinished | 895 | 0 |



Construction Detail

Building # 3

STYLE Conventional

Stories: 2 Stories

Exterior Wall 2 Clapboard

Roof Cover Asph/F Gls/Cmp

Interior Flr 1 Pine/Soft Wood

Heat Fuel Oil

AC Type: None

Total Bthrms: 2

Total Rooms: 8

MODEL Residential

Exterior Wall 1 Wood Shingle

Roof Structure: Gable/Hip

Interior Wall 1 Drywall/Sheet

Interior Flr 2 Hardwood

Heat Type: Hot Water

Total Bedrooms: 04

Total Half Baths: 0

Kitchen Style: Average

Building Valuation

Living Area: 2,410 square feet

Depreciation: 2%

Replacement Cost: 316,270

Year Built: 1920

Building Value: 309,900

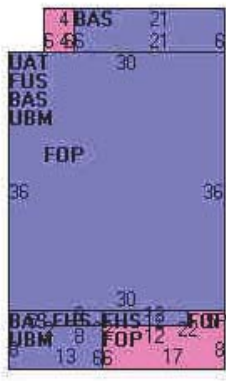
Extra Features

| Code | Description | Units |
|------|----------------------------|-------|
| | No Extra Building Features | |

Outbuildings

| Code | Description | Units |
|------|-------------|----------|
| FGR1 | GARAGE-AVE | 320 S.F. |

Building Sketch



Subarea Summary

| Code | Description | Gross Area | Living Area |
|------|----------------------|------------|-------------|
| BAS | First Floor | 1310 | 1310 |
| FHS | Half Story, Finished | 40 | 20 |

| | | | |
|-----|-----------------------|------|------|
| FOP | Porch, Open, Finished | 160 | 0 |
| FUS | Upper Story, Finished | 1080 | 1080 |
| UAT | Attic, Unfinished | 1080 | 0 |
| UBM | Basement, Unfinished | 1184 | 0 |

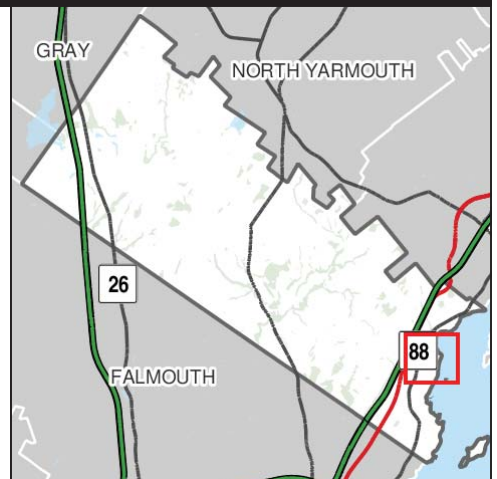
**Property Information**

Property ID 0R01 0002 0000
Location 179 FORESIDE ROAD
Owner SPEARS HILL LLC*
C/O MERRILL WOODWORTH

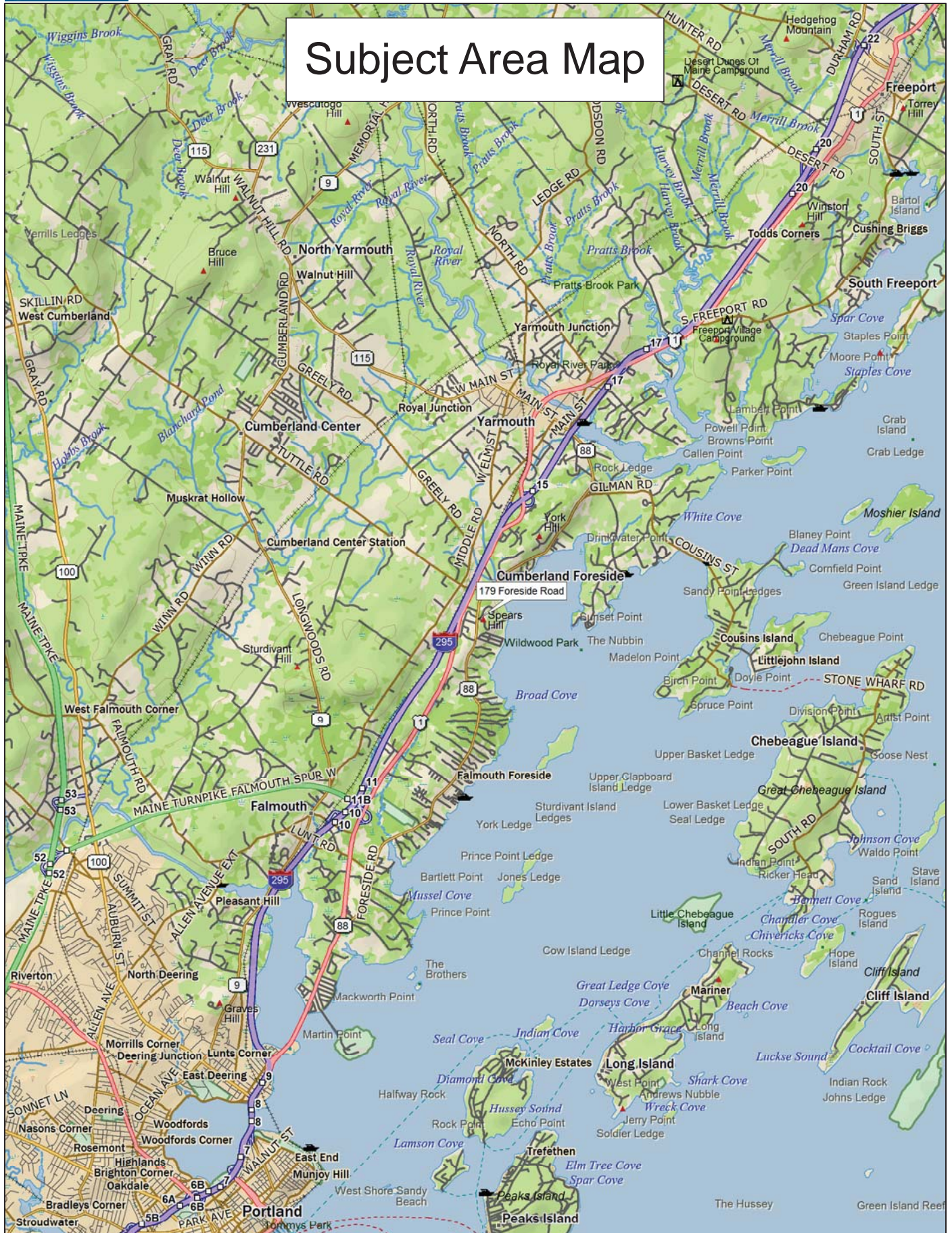
**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

The Town makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated April 1, 2012



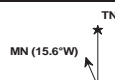
Subject Area Map



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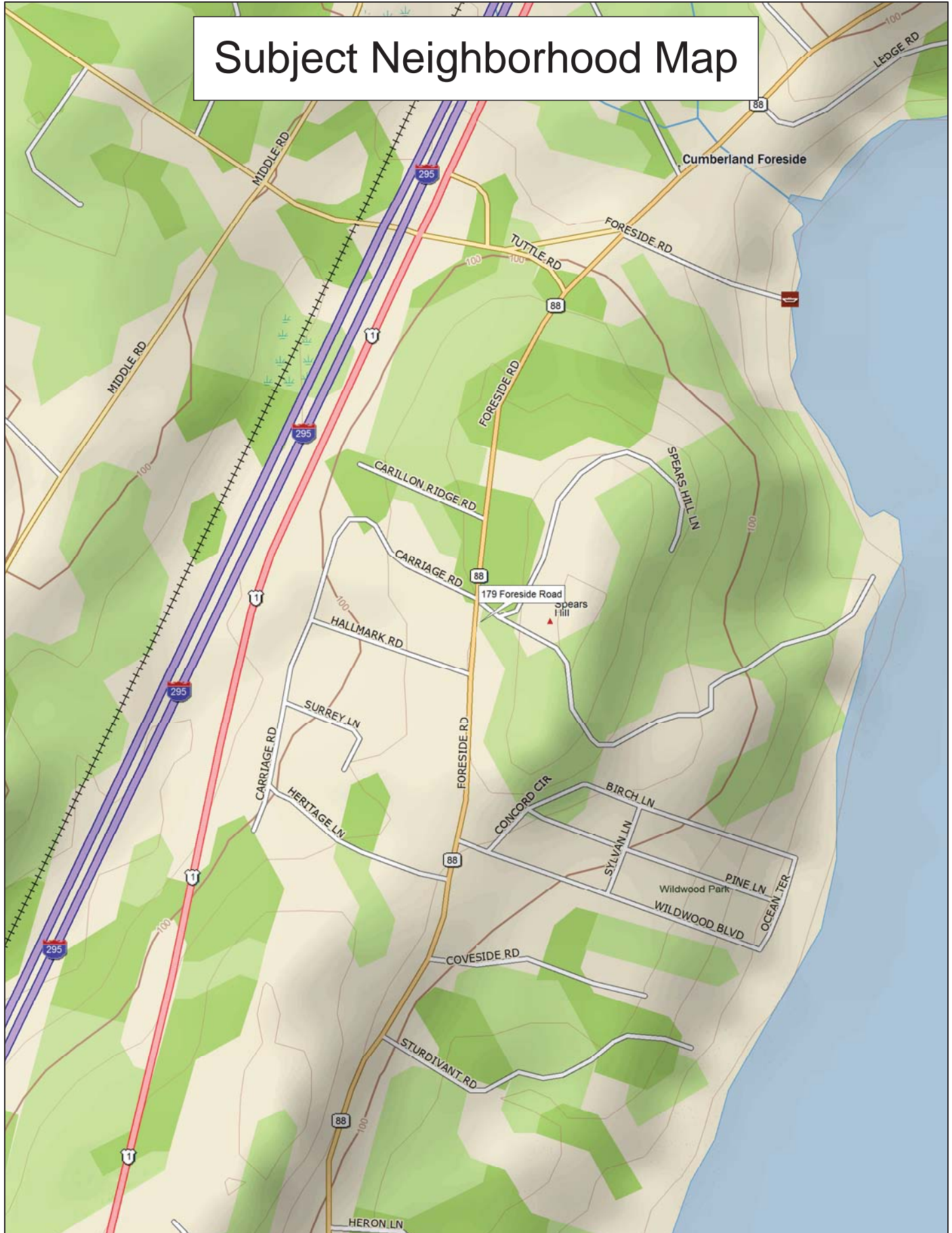
Scale 1 : 100,000



1" = 1.58 mi

Data Zoom 11-0

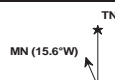
Subject Neighborhood Map



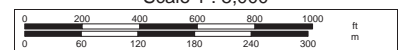
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Scale 1 : 8,000



1" = 666.7 ft

Data Zoom 14-6

SUBJECT & NEIGHBORHOOD PHOTOS

| | |
|---|---|
|  | <p>View southerly along Route 88/Foreside Road. The subject is located to the left.</p> |
|  | <p>View easterly at the entrance to the subject property.</p> |
|  | <p>View easterly of the subject's 50 x 2,400 foot corridor connecting the 8.8 AC upland parcel and the 11 AC waterfront parcel.</p> |

SUBJECT & NEIGHBORHOOD PHOTOS



Exterior view of the subject's storage and changing room.



View northeasterly of the subject's water frontage along Casco Bay.



View along the subject's wharf.

PHOTO PER GOOGLE EARTH**PROJECT NUMBER:** 13-069**TOWN:** CUMBERLAND**SALE NO.** 1**GRANTOR:** DONALD J. HAGBERG & JARVIS
NEWMAN**GRANTEE:** UNITED STATES OF AMERICA**GENERAL INFORMATION****ADDRESS:** GOOSEBURY ISLAND**TOWN:** SWANS ISLAND**STATE:** MAINE**MAP:** I**BLOCK:** NA**LOT:** 25**PROPERTY TYPE:** ISLAND**AREA LAND USES:** RESIDENTIAL/RECREATIONAL**ZONING:** SHORELAND**AC:** 5.00**ROAD FRONTAGE (LF):** NA**WATER FRONT (WF):** 1,800**SHAPE:** IRREGULAR**TOPOGRAPHY:** ROLLING/SLOPING**VEGETATION:** NATURAL
GROWTH/WOODED/ROCKY**HIGHEST AND BEST:** RECREATIONAL/ CONSERVATION**STATUS:** SOLD**SALE INFORMATION****SALE PRICE:** \$78,000**UNIT PRICE (\$/AC):** \$15,600**UNIT PRICE (\$/WFF):** \$43.33**DEED:** 6006/53**DEED TYPE:** WARRANTY**COUNTY:** HANCOCK**SOURCE OF CONFIRMATION:** HANCOCK COUNTY REGISTRY OF
DEEDS, SWANS ISLAND TOWN
OFFICE**DATE OF SALE:** 3/23/2013**DATE OF RECORD:** 3/26/2013**PRIOR TRANSFERS:** NONE IN PRIOR 3 YEARS**ARMS LENGTH:** ARMS LENGTH**FINANCING:** CASH SALE**CONDITIONS OF SALE:** NONE RECORDED**COMMENTS**

ISLAND LOCATED IN TOOTHACKER BAY. THE APPRAISERS TRIED BUT WERE UNABLE TO CONTACT THE BROKER. REGISTRY RECORDS INDICATE NO MORTGAGE, THEREFORE A CASH SALE IS ASSUMED. THE ASSESSOR CONFIRMED THAT THE SALE WAS ARMS LENGTH.

UTILITIES**TELEPHONE:** NONE**CABLE:** NONE**ELECTRICITY:** NONE**WATER:** NONE**SEWER:** NONE**GAS:** NONE



LEGEND
- - - - - Wet area
- - - - - Stream
- - - - - Boundary
- - - - - Boundary

PRELIMINARY
INDEX MAP
OF THE
SWANS ISLAND TAX MAPS
March, 2001 - 1" = 2000 Feet

Eastern Surveying Co., Inc., Honolulu, Hawaii



PHOTO PER GOOGLE EARTH**PROJECT NUMBER:** 13-069**TOWN:** CUMBERLAND**SALE NO.** 2**GRANTOR:** JAMES B. MOULTON ET AL.**GRANTEE:** MAINE COAST HERITAGE TRUST**GENERAL INFORMATION****ADDRESS:** GREEN ISLAND**TOWN:** SWANS ISLAND**STATE:** MAINE**MAP:** I**BLOCK** NA**LOT:** 18**PROPERTY TYPE:** ISLAND**AREA LAND USES:** RESIDENTIAL/RECREATIONAL**ZONING:** SHORELAND**AC:** 3.00**ROAD FRONTAGE (LF):** NA**WATER FRONT (WF):** 1,600**SHAPE:** IRREGULAR**TOPOGRAPHY:** ROLLING/SLOPING**VEGETATION:** NATURAL

GROWTH/WOODED/ROCKY

HIGHEST AND BEST: RECREATIONAL/ CONSERVATION**STATUS:** SOLD**SALE INFORMATION****SALE PRICE:** \$60,000**UNIT PRICE (\$/AC):** \$20,000**UNIT PRICE (\$/WFF):** \$37.50**DATE OF SALE:** 1/27/2011**DEED:** 5567/254**DEED TYPE:** QUITCLAIM W/ COVENANT**COUNTY:** HANCOCK**SOURCE OF CONFIRMATION:** HANCOCK COUNTY REGISTRY OF
DEEDS, SWANS ISLAND TOWN
OFFICE**DATE OF RECORD:** 1/31/2011**PRIOR TRANSFERS:** NONE IN PRIOR 3 YEARS**ARMS LENGTH:** ARMS LENGTH**FINANCING:** CASH SALE**CONDITIONS OF SALE:** NONE RECORDED**COMMENTS**

ISLAND LOCATED OFF SWANS ISLAND IN THE ATLANTIC OCEAN. THE PARCEL WAS PURCHASED FOR CONSERVATION BY MCHT. THE APPRAISERS TRIED BUT WERE UNABLE TO CONTACT THE BROKER. REGISTRY RECORDS INDICATE NO MORTGAGE, THEREFORE A CASH SALE IS ASSUMED.

UTILITIES**TELEPHONE:** NONE**CABLE:** NONE**ELECTRICITY:** NONE**WATER:** NONE**SEWER:** NONE**GAS:** NONE



PHOTO PER GOOGLE EARTH**PROJECT NUMBER:** 13-069**TOWN:** CUMBERLAND**SALE NO.** 3**GRANTOR:** ROBERT A. COLER & MARGA F. COLER**GRANTEE:** UNITED STATES OF AMERICA**GENERAL INFORMATION****ADDRESS:** THREE BUSH ISLAND**TOWN:** SWANS ISLAND**STATE:** MAINE**MAP:** I**BLOCK** NA**LOT:** 23**PROPERTY TYPE:** ISLAND**AREA LAND USES:** RESIDENTIAL/RECREATIONAL**ZONING:** SHORELAND**AC:** 2.00**ROAD FRONTAGE (LF):** NA**WATER FRONT (WF):** 850**SHAPE:** IRREGULAR**TOPOGRAPHY:** ROLLING/SLOPING**VEGETATION:** NATURAL

GROWTH/WOODED/ROCKY

HIGHEST AND BEST: RECREATIONAL/ CONSERVATION**STATUS:** SOLD**SALE INFORMATION****SALE PRICE:** \$55,000**UNIT PRICE (\$/AC):** \$27,500**UNIT PRICE (\$/WFF):** \$64.71**DATE OF SALE:** 9/27/2010**DEED:** 5490/243**DEED TYPE:** QUITCLAIM**COUNTY:** HANCOCK**SOURCE OF CONFIRMATION:** HANCOCK COUNTY REGISTRY OF DEEDS, SWANS ISLAND TOWN OFFICE**DATE OF RECORD:** 9/30/2010**PRIOR TRANSFERS:** NONE IN PRIOR 3 YEARS**ARMS LENGTH:** ARMS LENGTH**FINANCING:** CASH SALE**CONDITIONS OF SALE:** NONE RECORDED**COMMENTS**

ISLAND LOCATED IN JERICO BAY OFF SWANS ISLAND. THE PARCEL WAS PURCHASED FOR CONSERVATION UNDER THE EMERGENCY WETLANDS ACT. THE APPRAISERS TRIED BUT WERE UNABLE TO CONTACT THE BROKER. REGISTRY RECORDS INDICATE NO MORTGAGE, THEREFORE A CASH SALE IS ASSUMED.

UTILITIES**TELEPHONE:** NONE**CABLE:** NONE**ELECTRICITY:** NONE**WATER:** NONE**SEWER:** NONE**GAS:** NONE



LEGEND
↓ ↓ ↓ Wet area
----- Stream
----- Boundary
----- Boundary

PRELIMINARY
INDEX MAP
OF THE
SWANS ISLAND TAX MAPS
March, 2001 - 1" = 2000 Feet

Eastern Surveying Co., Inc., Haverhill, Maine



PHOTO PER GOOGLE EARTH**PROJECT NUMBER:** 13-069**TOWN:** CUMBERLAND**SALE NO.** 4**GRANTOR:** HERB REED, TRUSTEE OF THE
HERB REED LIVING TRUST OF 2008**GRANTEE:** MAINE COAST HERITAGE TRUST**GENERAL INFORMATION****ADDRESS:** MAHONEY ISLAND**TOWN:** BROOKLIN**STATE:** MAINE**MAP:** 2**BLOCK:** NA**LOT:** 5**PROPERTY TYPE:** ISLAND**AREA LAND USES:** RESIDENTIAL/RECREATIONAL**ZONING:** SHORELAND**AC:** 5.00**ROAD FRONTAGE (LF):** NA**WATER FRONT (WF):** 2,000**SHAPE:** IRREGULAR**TOPOGRAPHY:** ROLLING/SLOPING**VEGETATION:** NATURAL

GROWTH/WOODED/ROCKY

HIGHEST AND BEST: RECREATIONAL/ CONSERVATION**STATUS:** SOLD**SALE INFORMATION****SALE PRICE:** \$600,000**UNIT PRICE (\$/AC):** \$120,000**UNIT PRICE (\$/WFF):** \$300.00**DATE OF SALE:** 8/18/2010**DEED:** 5477/65**DEED TYPE:** WARRANTY**COUNTY:** HANCOCK**SOURCE OF CONFIRMATION:** HANCOCK COUNTY REGISTRY OF
DEEDS, BROOKLIN TOWN OFFICE,
STORY LITCHFIELD; BROKER**DATE OF RECORD:** 9/8/2010**PRIOR TRANSFERS:** NONE IN PRIOR 3 YEARS**ARMS LENGTH:** ARMS LENGTH**FINANCING:** CASH SALE**CONDITIONS OF SALE:** NONE RECORDED**COMMENTS**ISLAND LOCATED IN BLUE HILL BAY. BROKER STATES THAT THE
ISLAND HAS VERY LITTLE VEGETATION ON IT AND IS ESSENTIALLY
JUST ROCK.**UTILITIES****TELEPHONE:** NONE**CABLE:** NONE**ELECTRICITY:** NONE**WATER:** NONE**SEWER:** NONE**GAS:** NONE





PROJECT NUMBER: 13-069
TOWN: CUMBERLAND
SALE NO. 5
GRANTOR: STONECROFT II, LLC
GRANTEE: CAMILLE V. GOODWIN

GENERAL INFORMATION

| | |
|---|---|
| ADDRESS: BARTOL ISLAND ROAD | ZONING: SHORELAND |
| TOWN: FREEPORT | AC: 25.00 |
| STATE: MAINE | ROAD FRONTAGE (LF): 1,834 |
| MAP: 20 | WATER FRONT (WF): 750 |
| BLOCK: NA | SHAPE: IRREGULAR |
| LOT: 84, 84-C | TOPOGRAPHY: ROLLING/SLOPING |
| PROPERTY TYPE: LAND | VEGETATION: NATURAL |
| | GROWTH/WOODED/ROCKY |
| AREA LAND USES: RESIDENTIAL/RECREATIONAL | HIGHEST AND BEST: RECREATIONAL/ CONSERVATION |

STATUS: SOLD

SALE INFORMATION

| | |
|---|--|
| SALE PRICE: \$777,500 | DEED: 23948/308 |
| UNIT PRICE (\$/AC): \$31,100 | DEED TYPE: WARRANTY |
| UNIT PRICE (\$/WFF): \$1,036.67 | COUNTY: CUMBERLAND |
| DATE OF SALE: 4/13/2006 | SOURCE OF CONFIRMATION: CUMBERLAND COUNTY REGISTRY OF DEEDS, FREEPORT ASSESSING, KAREN REICHE; BROEKR |
| DATE OF RECORD: 5/11/2006 | FINANCING: CASH SALE |
| PRIOR TRANSFERS: NONE IN PRIOR 3 YEARS | CONDITIONS OF SALE: SUBJECT TO EASEMENTS AND RESTRICTIONS AS STATED IN DEED. |
| ARMS LENGTH: ARMS LENGTH | |

COMMENTS

OCEAN FRONT PARCEL ENCUMBERED WITH A CONSERVATION
EASEMENT AND RESTRICTED TO ONE BUILDING ENVELOPE.

UTILITIES

TELEPHONE: YES
CABLE: YES
ELECTRICITY: YES
WATER: NONE
SEWER: NONE
GAS: NONE



PROPERTY MAPS
TOWN OF FREEPORT, MAINE



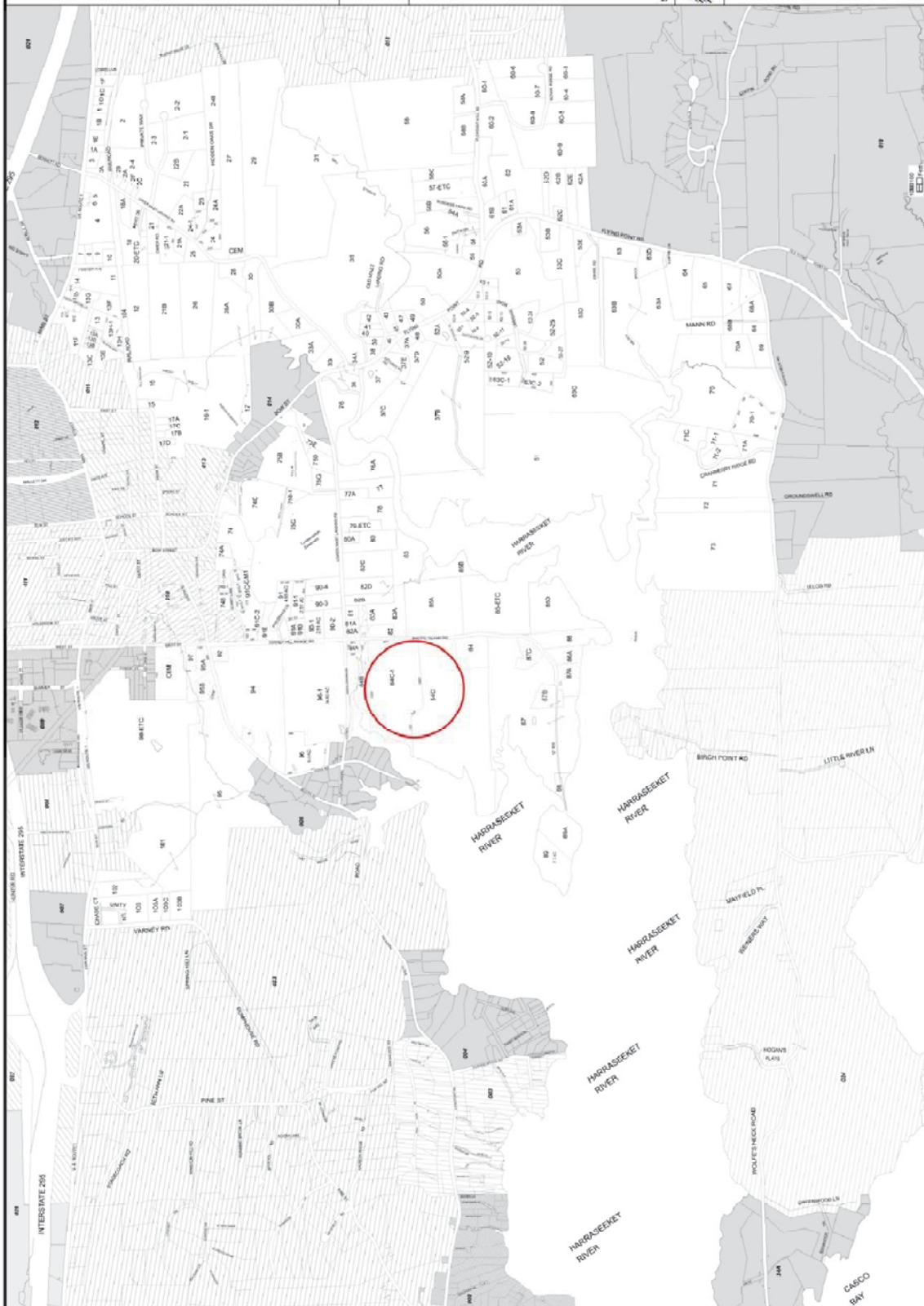
James H. Thomas
gisSolutions of Maine
Cumberland, Maine
jht@maine.rr.com

These maps are intended to be
used for the purpose of Property
Tax Assessments and should not
be used for Conveyances.
Revised to April 1, 2013

Scale: 1 inch = 600'



2013
MAP: 020





PROJECT NUMBER: 13-069
TOWN: CUMBERLAND
SALE NO. 6
GRANTOR: JOHN A. MCINTOSH
GRANTEE: PORTLAND TRAILS

GENERAL INFORMATION

| | |
|---|---|
| ADDRESS: ALONG PRESUMPCOT RIVER | ZONING: R-A/SHORELAND |
| TOWN: FALMOUTH | AC: 20.00 |
| STATE: MAINE | ROAD FRONTAGE (LF): NA |
| MAP: U29 | WATER FRONT (WF): 1,650 |
| BLOCK: NA | SHAPE: IRREGULAR |
| LOT: 16 | TOPOGRAPHY: RELATIVELY LEVEL |
| PROPERTY TYPE: LAND | VEGETATION: NATURAL GROWTH |
| AREA LAND USES: RURAL/RESIDENTIAL/RECREATION AL | HIGHEST AND BEST: PASSIVE RECREATION/CONSERVATION |
| | STATUS: SOLD |

SALE INFORMATION

| | |
|---|--|
| SALE PRICE: \$50,000 | DEED: 2678/304 |
| UNIT PRICE (\$/AC): \$2,500 | DEED TYPE: QUITCLAIM W/ COVENANT |
| UNIT PRICE (\$/WFF): \$30.30 | COUNTY: CUMBERLAND |
| DATE OF SALE: 1/10/2006 | SOURCE OF CONFIRMATION: CUMBERLAND COUNTY REGISTRY OF DEEDS, FALMOUTH ASSESSING, NAN CUMMINGS; PORTLAND TRAILS |
| DATE OF RECORD: 6/11/2006 | FINANCING: CASH SALE |
| PRIOR TRANSFERS: NONE IN PRIOR 3 YEARS | CONDITIONS OF SALE: SUBJECT TO EASEMENTS AND RESTRICTIONS AS STATED IN DEED. |

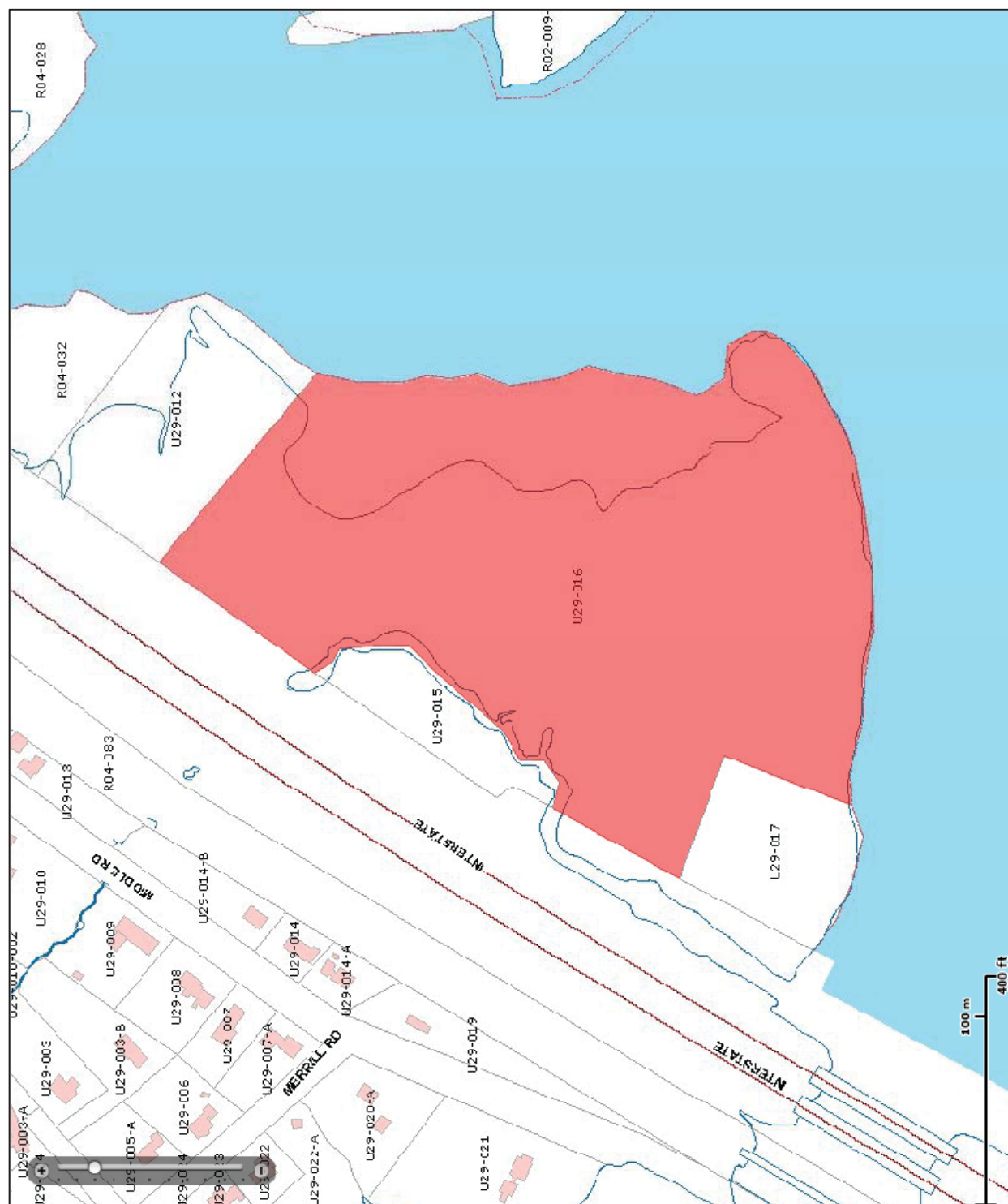
ARMS LENGTH: ARMS LENGTH

COMMENTS

NON-ACCESSIBLE PARCEL WITH ACCESS ALONG 1,650 WATER FEET OF FRONTAGE ON THE PRESUMPCOT RIVER. THE PROPERTY WAS FORMERLY A BRICKYARD AND WAS SOLD TO PORTLAND TRAILS FOR CONSERVATION, RECREATION, AND PUBLIC ACCESS.

UTILITIES

TELEPHONE: NONE
CABLE: NONE
ELECTRICITY: NONE
WATER: NONE
SEWER: NONE
GAS: NONE



PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of July, 2014, by and between 179 FORESIDE LLC, a Maine limited liability company with a place of business in Portland, Maine and a mailing address at P.O. Box 3572, Portland, Maine 04104-3571 ("Seller"), and the TOWN OF CUMBERLAND, a Maine municipal corporation located in Cumberland County and State of Maine ("Town").

RECITALS

1. WHEREAS, the Seller has entered into a Purchase and Sale Agreement bearing the Effective Date of June 10, 2014 with Spears Hill LLC relating to real estate and improvements located at 179 Foreside Road, Cumberland, Maine and included in a deed recorded in the Cumberland County Registry of Deeds in Book 1496, Page 239 ("Base Premises"); and

2. WHEREAS, Town has expressed an interest in acquiring a portion of the Base Premises from Seller, subject to the conditions, reservations and easements of record or referenced herein; and

3. WHEREAS, Seller has noted to Town that the Base Premises are encumbered by a Conservation Easement dated December 23, 1997 and recorded in said Registry of Deeds in Book 13517, Page 25 ("Conservation Easement") which substantially limits both development and approved uses of the Base Premises; and

4. WHEREAS, Seller and Town agree that any uses of any portion of the Base Premises must comply with the terms of the Conservation Easement and that the Town's use, being quasi-public in nature, must be compatible with both the Conservation Easement and the surrounding, existing uses; and

5. WHEREAS, Seller and Town believe that access to the shorefront for residents of the Town, properly controlled and managed, would result in benefits to all concerned and would be consistent with the standards of the Conservation Easement and surrounding uses.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises stated herein, the receipt and adequacy of which are hereby affirmed, Seller and Town, intending to be bound, hereby agree as follows:

1. Description of the Premises. In consideration of the mutual promises expressed in this Agreement, Seller agrees to sell and Town agrees to purchase for the price and upon and subject to the terms and conditions set forth in this Agreement, an undeveloped parcel of land located at 179 Foreside Road, Cumberland, Maine containing approximately 23 acres of land, including upland and waterfront, and the fee in a 50-foot access road, as more particularly depicted in Exhibit A attached hereto and made a part hereof ("Premises"), and Seller's title, if any, to the flats adjacent to the waterfront portion of the Premises. (The precise location of the boundaries and total acreage will be confirmed by Seller's site survey which includes the Premises, to be submitted to Town prior to Closing.)

2. Purchase Price. The purchase price is THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), all payable by bank check or wire transfer to Seller's account at the closing, as hereinafter stated.

3. Deed. Seller shall convey the Premises by Quitclaim With Covenant Deed, conveying good and marketable title to the Premises, free of all liens and encumbrances, except and subject to:

(a) Existing rights, easements, restrictions, licenses, covenants and conditions reserved or contained or referenced in deeds of record or referenced herein, including the rights reserved to Lot 2C and not included in the Base Premises, as depicted on Exhibit A;

(b) Reserved mooring rights for the benefit of all lot owners included or to be included within the Seller's surrounding development not exceeding ten (10) in total (including Lot 2C), subject only to the payment of customary Town permitting fees; and

(c) All Conditions imposed upon the Premises by the Town of Cumberland pursuant to the Town's land use ordinances and site plan approval, or any other permitting authority with jurisdiction over the Premises.

4. Closing. The Closing shall take place following Seller's acquisition of the Premises, upon fourteen (14) days' advance written notice from Town to Seller, the Closing to be completed on or before December 15, 2014. Any extensions of time by Seller shall be at its sole discretion. Unless otherwise agreed in writing, the Closing shall take place at the offices of the Seller. At Closing, Seller shall deliver the Deed, declaration of value and customary certifications to allow Town to secure Owner's title insurance coverage. Time is of the essence to all obligations hereunder.

5. Possession. Seller shall deliver full possession of the Premises at Closing. Town shall be entitled to enter the Premises at its risk in advance of Closing with advance notice to Seller and with Seller's express consent to each such entry and subject to Seller's obligations to the current owner.

6. Closing Adjustments. Seller shall pay its statutory share of the real estate transfer tax. Each party shall pay its own permitting, legal and administrative expenses. Both parties

warrant and represent that they have dealt with no brokers or third parties who could claim a commission due from this proposed sale, and each indemnifies the other for any such claims made by, through or under the indemnifying party.

7. Conditions of Closing.

(a) Seller's Closing Conditions:

- (i) Seller's successful acquisition of the Premises from Spears Hill LLC pursuant to its existing Purchase and Sale Agreement dated June 10, 2014. Seller shall have no liability to Town if its proposed acquisition is not completed.

(b) Town's Closing Conditions:

- (i) Town's successful completion without appeal of all Town votes, including a public referendum on the Town's purchase, and other proceedings required for it to timely complete the proposed acquisition;
- (ii) Town's acquisition of any development permits and approvals required for its proposed use of the Premises, including those required from the Town of Cumberland;
- (iii) Town's review and approval of the title to the Premises within thirty (30) days hereof and its review and approval of the text of the grants/reservations to the benefit of Lot 2C, referenced in Section 3(a), above; and
- (iv) Town's acquisition of an appraisal of the Premises from a qualified appraiser of Town's choice which states a fair market value of not

less than the Purchase Price, with the cost of said appraisal to be jointly paid by Seller and the Town. Said appraisal shall be completed and made publicly available no later than October 7, 2014. Town may terminate this Agreement without further liability to Seller if the appraisal states a value of less than \$3,000,000.00. Nothing herein shall limit the rights of the Seller and Town to adjust the Purchase Price by mutual agreement.

Town shall promptly notify Seller of the failure of any condition which will prevent Town from completing the acquisition anticipated hereunder.

8. Default. If either Seller or Town defaults in its performance of this Agreement, the other may elect to pursue any and all legal or equitable remedies available to it under Maine law.

9. Risk of Loss. The risk of loss or damage by fire or other casualty is assumed by Seller until the Deed is delivered to Town at Closing.

10. Miscellaneous.

(a) This Agreement constitutes the entire Agreement between the parties regarding the Premises.

(b) The acceptance of the delivery of the Deed by Town shall be deemed to be full performance and discharge of every agreement and obligation herein contained or expressed.

(c) This Agreement is personal to Town and Town may not assign this Agreement without the prior written consent of Seller, which consent may be withheld at Seller's absolute discretion.

(d) This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

(e) This Agreement shall not be altered, modified or amended except by a written instrument signed by Seller and Town.

(f) This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.

[Signature Page to follow.]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the date first set forth above.

Witness:



179 FORESIDE LLC

By:


Print Name: Nathan Bateman

Its:

Member

Seller

TOWN OF CUMBERLAND

By:

William Shane

Its:

Town Manager

Town

EXHIBIT A

[to be submitted by Town]



Area from Low tide to Elev 10 = 2.6 Acres
Area from Elev 10 to Woods Line = 11 Acres

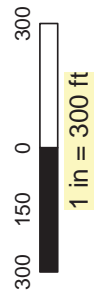


Exhibit A - Excluded Land

Town Request- 14 Acres+/- Outlined in Red and Yellow
8.8 Acres near Rt 88
2500' x 50' ROW + Pier
July 8, 2014

REFERENCES

1. RECORD MAP NO. 10, PLAT 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

NOTES

1. THIS SURVEY WAS MADE BY THE METHOD OF TRIANGULATION AND THE RESULTS ARE AS FOLLOWS:
 2. THE DISTANCE BETWEEN THE POINTS OF BEGINNING AND END OF THE SURVEY IS 1.000000 FEET.
 3. THE AREA OF THE SURVEY IS 1.000000 SQUARE FEET.
 4. THE PERIMETER OF THE SURVEY IS 1.000000 FEET.
 5. THE SURVEY WAS MADE BY THE METHOD OF TRIANGULATION AND THE RESULTS ARE AS FOLLOWS:
 6. THE DISTANCE BETWEEN THE POINTS OF BEGINNING AND END OF THE SURVEY IS 1.000000 FEET.
 7. THE AREA OF THE SURVEY IS 1.000000 SQUARE FEET.
 8. THE PERIMETER OF THE SURVEY IS 1.000000 FEET.

EXPLANATIONS

1. ALL DISTANCES ARE IN FEET.
 2. ALL ANGLES ARE IN DEGREES.
 3. ALL BEARINGS ARE IN DEGREES.
 4. ALL CURVES ARE IN FEET.
 5. ALL POINTS ARE IN FEET.
 6. ALL LINES ARE IN FEET.
 7. ALL AREAS ARE IN SQUARE FEET.
 8. ALL PERIMETERS ARE IN FEET.

LEGEND

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 7. ALL AREAS ARE IN SQUARE FEET.
 8. ALL PERIMETERS ARE IN FEET.

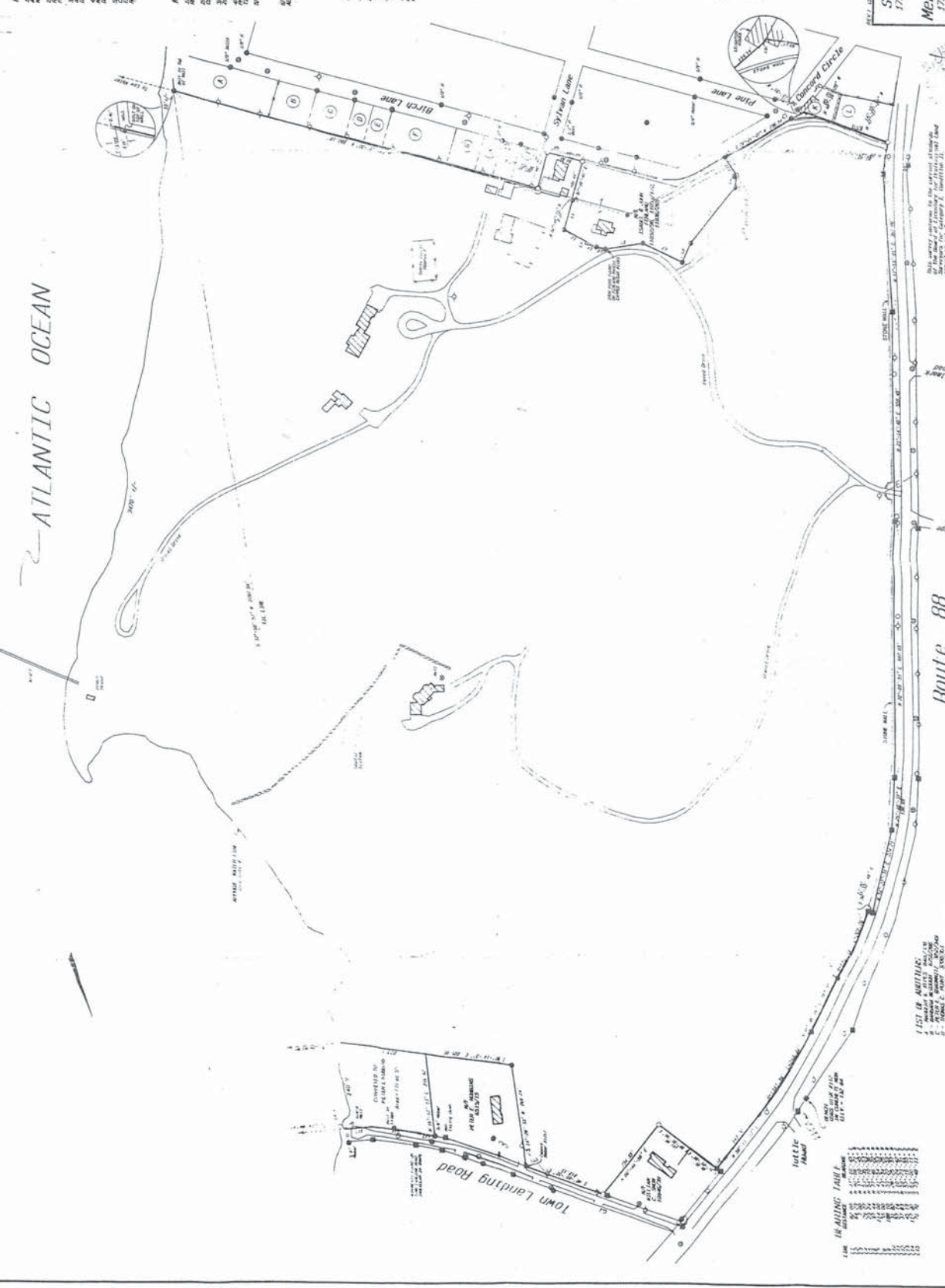
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Soil Map—Cumberland County and Part of Oxford County, Maine



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

9/23/2014
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MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 8, Nov 27, 2013

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 20, 2010—Jul 18, 2010

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

| Cumberland County and Part of Oxford County, Maine (ME005) | | | |
|--|---|--------------|----------------|
| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
| BgB | Belgrade very fine sandy loam, 0 to 8 percent slopes | 0.1 | 1.1% |
| HrC | Hollis fine sandy loam, 8 to 15 percent slopes | 2.5 | 19.8% |
| SuE2 | Suffield silt loam, 25 to 45 percent slopes, eroded | 3.1 | 24.8% |
| W | Water | 2.2 | 17.5% |
| WmC | Windsor loamy sand, 8 to 15 percent slopes | 4.7 | 36.8% |
| Totals for Area of Interest | | 12.7 | 100.0% |

Cumberland County and Part of Oxford County, Maine

BgB—Belgrade very fine sandy loam, 0 to 8 percent slopes

Map Unit Composition

Belgrade and similar soils: 85 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Belgrade

Setting

Landform: Lakebeds

Landform position (two-dimensional): Toeslope

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Coarse-silty glaciolacustrine deposits

Typical profile

H1 - 0 to 9 inches: very fine sandy loam

H2 - 9 to 18 inches: very fine sandy loam

H3 - 18 to 28 inches: silt loam

H4 - 28 to 65 inches: silt loam

Properties and qualities

Slope: 0 to 8 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat):

Moderately high to high (0.60 to 2.00 in/hr)

Depth to water table: About 18 to 30 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: High (about 9.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2e

Hydrologic Soil Group: C

Data Source Information

Soil Survey Area: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 8, Nov 27, 2013

Cumberland County and Part of Oxford County, Maine

HrC—Hollis fine sandy loam, 8 to 15 percent slopes

Map Unit Composition

Hollis and similar soils: 85 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hollis

Setting

Landform: Hills

Landform position (two-dimensional): Backslope, shoulder

Landform position (three-dimensional): Nose slope, crest

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Coarse-loamy supraglacial meltout till derived from mica schist

Typical profile

H1 - 0 to 6 inches: fine sandy loam

H2 - 6 to 18 inches: fine sandy loam

R - 18 to 22 inches: bedrock

Properties and qualities

Slope: 8 to 15 percent

Depth to restrictive feature: 10 to 20 inches to lithic bedrock

Natural drainage class: Somewhat excessively drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.20 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 3.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: D

Data Source Information

Soil Survey Area: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 8, Nov 27, 2013

Cumberland County and Part of Oxford County, Maine

SuE2—Suffield silt loam, 25 to 45 percent slopes, eroded

Map Unit Setting

National map unit symbol: blk3

Elevation: 10 to 900 feet

Mean annual precipitation: 34 to 48 inches

Mean annual air temperature: 43 to 46 degrees F

Frost-free period: 90 to 160 days

Farmland classification: Not prime farmland

Map Unit Composition

Suffield and similar soils: 85 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Suffield

Setting

Landform: Coastal plains

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Riser

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Fine glaciolacustrine deposits

Typical profile

H1 - 0 to 6 inches: silt loam

H2 - 6 to 23 inches: silt loam

H3 - 23 to 33 inches: silty clay

H4 - 33 to 65 inches: silty clay

Properties and qualities

Slope: 25 to 45 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): Very low
to moderately high (0.00 to 0.20 in/hr)

Depth to water table: About 18 to 36 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: High (about 9.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7e

Hydrologic Soil Group: C

Data Source Information

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 8, Nov 27, 2013

Cumberland County and Part of Oxford County, Maine

WmC—Windsor loamy sand, 8 to 15 percent slopes

Map Unit Setting

National map unit symbol: blkc

Elevation: 300 to 2,200 feet

Mean annual precipitation: 30 to 48 inches

Mean annual air temperature: 37 to 46 degrees F

Frost-free period: 70 to 160 days

Farmland classification: Not prime farmland

Map Unit Composition

Windsor and similar soils: 85 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Windsor

Setting

Landform: Outwash terraces

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Riser

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Sandy glaciofluvial deposits derived from granite and gneiss

Typical profile

H1 - 0 to 6 inches: loamy sand

H2 - 6 to 26 inches: loamy sand

H3 - 26 to 65 inches: gravelly sand

Properties and qualities

Slope: 8 to 15 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Somewhat excessively drained

Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 3.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified

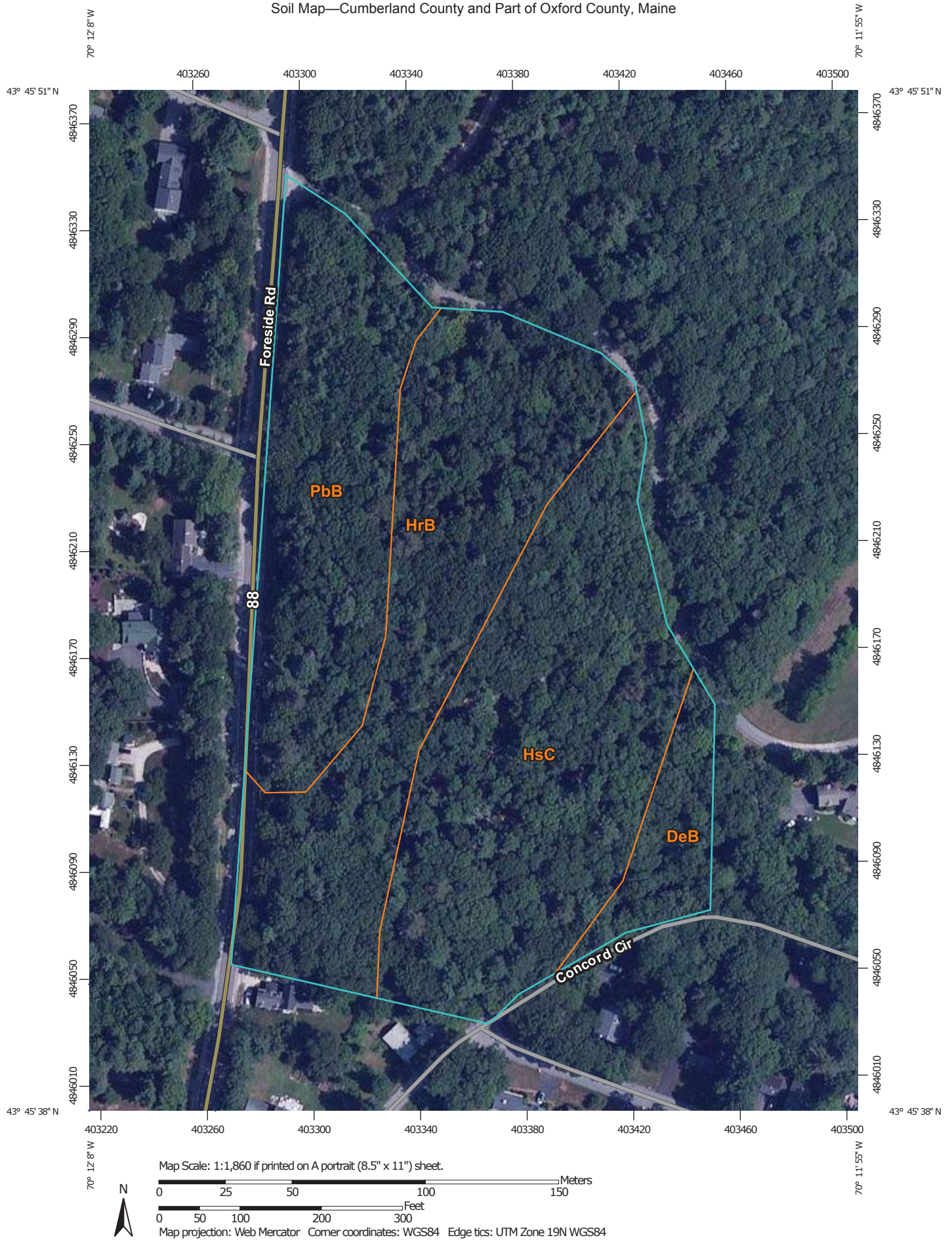
Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: A

Data Source Information

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 8, Nov 27, 2013

Soil Map—Cumberland County and Part of Oxford County, Maine




**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey


9/23/2014
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MAP LEGEND


Area of Interest (AOI)

 Area of Interest (AOI)


Soils


 Soil Map Unit Polygons


 Soil Map Unit Lines


 Soil Map Unit Points


Special Point Features


 Blowout


 Borrow Pit


 Clay Spot


 Closed Depression


 Gravel Pit


 Gravelly Spot


 Landfill


 Lava Flow


 Marsh or swamp


 Mine or Quarry


 Miscellaneous Water


 Perennial Water


 Rock Outcrop


 Saline Spot

 Sandy Spot


 Severely Eroded Spot

 Sinkhole

 Slide or Slip


 Sodic Spot


Water Features


 Streams and Canals


Transportation

 Rails


 Interstate Highways


 US Routes


 Major Roads


 Local Roads


Background


 Aerial Photography


 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

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Survey Area Data: Version 8, Nov 27, 2013

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Map Unit Legend

| Cumberland County and Part of Oxford County, Maine (ME005) | | | |
|--|---|--------------|----------------|
| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
| DeB | Deerfield loamy sand, 3 to 8 percent slopes | 0.6 | 5.8% |
| HrB | Hollis fine sandy loam, 3 to 8 percent slopes | 3.3 | 32.5% |
| HsC | Hollis very rocky fine sandy loam, 8 to 20 percent slopes | 3.7 | 36.9% |
| PbB | Paxton fine sandy loam, 3 to 8 percent slopes | 2.5 | 24.8% |
| Totals for Area of Interest | | 10.1 | 100.0% |

Cumberland County and Part of Oxford County, Maine

DeB—Deerfield loamy sand, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: blh6

Elevation: 150 to 1,200 feet

Mean annual precipitation: 30 to 50 inches

Mean annual air temperature: 37 to 45 degrees F

Frost-free period: 90 to 160 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Deerfield and similar soils: 87 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Deerfield

Setting

Landform: Outwash terraces

Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Sandy glaciofluvial deposits derived from granite and gneiss

Typical profile

H1 - 0 to 10 inches: loamy sand

H2 - 10 to 24 inches: loamy sand

H3 - 24 to 65 inches: sand

Properties and qualities

Slope: 3 to 8 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)

Depth to water table: About 18 to 36 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 3.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2w

Hydrologic Soil Group: A

Data Source Information

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 8, Nov 27, 2013

Cumberland County and Part of Oxford County, Maine

HrB—Hollis fine sandy loam, 3 to 8 percent slopes

Map Unit Composition

Hollis and similar soils: 85 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hollis

Setting

Landform: Hills

Landform position (two-dimensional): Summit, shoulder

Landform position (three-dimensional): Interfluvium, crest

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Coarse-loamy supraglacial meltout till derived from mica schist

Typical profile

H1 - 0 to 6 inches: fine sandy loam

H2 - 6 to 18 inches: fine sandy loam

R - 18 to 22 inches: bedrock

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: 10 to 20 inches to lithic bedrock

Natural drainage class: Somewhat excessively drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.20 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 3.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3e

Hydrologic Soil Group: D

Data Source Information

Soil Survey Area: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 8, Nov 27, 2013

Cumberland County and Part of Oxford County, Maine

HsC—Hollis very rocky fine sandy loam, 8 to 20 percent slopes

Map Unit Composition

Hollis and similar soils: 85 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hollis

Setting

Landform: Hills

Landform position (two-dimensional): Backslope, shoulder

Landform position (three-dimensional): Nose slope, crest

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Coarse-loamy supraglacial meltout till derived from mica schist

Typical profile

H1 - 0 to 6 inches: fine sandy loam

H2 - 6 to 18 inches: fine sandy loam

R - 18 to 22 inches: bedrock

Properties and qualities

Slope: 8 to 20 percent

Percent of area covered with surface fragments: 1.6 percent

Depth to restrictive feature: 10 to 20 inches to lithic bedrock

Natural drainage class: Somewhat excessively drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.20 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 3.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6s

Hydrologic Soil Group: D

Data Source Information

Soil Survey Area: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 8, Nov 27, 2013

Cumberland County and Part of Oxford County, Maine

PbB—Paxton fine sandy loam, 3 to 8 percent slopes

Map Unit Composition

Paxton and similar soils: 87 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Paxton

Setting

Landform: Drumlinoid ridges

Landform position (two-dimensional): Summit, shoulder

Landform position (three-dimensional): Interfluve, crest

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Coarse-loamy lodgment till derived from mica schist

Typical profile

H1 - 0 to 8 inches: fine sandy loam

H2 - 8 to 20 inches: fine sandy loam

H3 - 20 to 65 inches: fine sandy loam

Properties and qualities

Slope: 3 to 8 percent

Depth to restrictive feature: 18 to 40 inches to densic material

Natural drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat):

Moderately low to moderately high (0.06 to 0.60 in/hr)

Depth to water table: About 30 to 42 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Very low (about 2.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2e

Hydrologic Soil Group: C

Data Source Information

Soil Survey Area: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 8, Nov 27, 2013



TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland Center, Maine 04021-9321

Telephone (207) 829-5559 • Fax (207) 829-2214

August 5, 2014

Penny Asherman, President
Chebeague and Cumberland Land Trust
Cumberland, Maine 04021

Re: Town of Cumberland Purchase of Payson Property

Dear Penny:

As you know, the Town of Cumberland has entered into a Purchase and Sale Agreement to acquire approximately 25.5 acres of the 104 acre property on Foreside Road, more commonly known as the "Payson Property." Pursuant to the conservation easement that the CCLT is the holder, the Town hereby submits the following request for review of proposed uses and sites under paragraphs 10.2 and 10.3. The Town requests a response from the CCLT by September 19, 2014, so that it may hold an informational meeting on September 29th and or October 6th to discuss with the Town Council and the public the permitted uses and sites of the property pursuant to the conservation easement.

10.2 Approval by Grantee of Certain Uses or Activities.

- i. The Town does not propose any use or activity prohibited by the valid laws and regulations of any federal, state or local government or agency having competent jurisdiction over the Property under paragraph 3(i) of the conservation easement.
- ii. The Town does not propose any alteration of wetlands in connection with the construction of new ponds for the purpose of agriculture, fire protection or wildlife enhancement under paragraph 4(k) of the conservation easement.
- iii. The Town does not propose any commercial forestry activities that are required to be conducted in accordance with a Forest Management Plan, nor any clear cutting under paragraph 6.3(a) of the conservation easement.

10.3 Approval by Grantee of Sites.

- i. The Town does not propose to exercise any right to locate a residence or associated improvements outside Limited Building Areas under paragraphs 4(c), 4(d), and 5.

- ii. The Town does not propose to exercise any right to erect a windmill or conduct a commercial activity as reserved under paragraph 4(j).
- iii. The Town proposes to add pull out areas to the existing road and develop a grassed parking area as permitted under paragraphs 4(l) and 5. Pursuant to paragraph 4(l), the Town shall be permitted to create roads and parking areas with permeable materials if reasonably necessary in connection with uses of the Property permitted by the conservation easement, provided such roads and parking areas are designed and constructed to minimize erosion and disturbance of wetland.

The Town proposes to use the shorefront portion of the property for outdoor non-commercial recreation as permitted by paragraph 4(n) of the easement. This property will be owned, operated and maintained by the Town as a municipal facility, which is also a permitted use in the Low-Density Residential District per the Town's land use regulations. (See Section 315-7(16) of the Cumberland Code) As a municipal facility, it will be necessary to provide safe access to the shorefront for non-commercial recreational use by the public, especially those members of the public that may require accommodations for handicap access. At a minimum, that would include an area that allows for vehicle drop-off and turn-around near the shorefront and possibly a ramp or walkway to the shore from that drop-off location. In addition, the Town proposes to develop a grassed parking area, an example of which is attached hereto as **Attachment D1 & D2**.

The Town envisions access from Route 88 to the entrance of the existing field by way of the existing road. The Town also proposes relocation of the existing road where it passes by the Ferland property to be farther away from that property and include a vegetative buffer for screening purposes. An example of which is shown on **Attachment B** hereto. The proposed road will be constructed with permeable materials and designed to minimize erosion and disturbance of any wetland on the property. A sample cross-section of a road is provided as **Attachment A** hereto for consideration.

- iv. The Town does not propose to construct a gazebo, tent platform or roofed structure as permitted under paragraph 5.6. Although the following uses are not subject to the review and approval by the CCLT, the Town wishes to notify the Trust that it may choose to construct, locate and maintain benches, walkways, non-illuminated directional signs, minor temporary structures necessary to accomplish permitted recreational activities (such as picnic tables), and wells and fresh water apparatus to serve the Property as permitted by paragraph 5.6. Any such uses and sites will not materially alter the traditional and scenic appearance of the Property or otherwise have an adverse impact on the conservation values to be protected by the easement and the Town welcomes guidance from CCLT as to the location of those minor structures permitted under paragraph 5.6 to that end.

Although it is not subject to the review and approval by the CCLT, the Town also wishes to notify the Trust that it may choose to repair or replace the existing boat shed with a substantially similar structure in substantially the same location as permitted under paragraph 4(p) of the conservation easement. This structure may be used as a bathroom facility and utility room. In which case, the installation of an underground wastewater disposal system and underground power may be required as permitted under paragraph 4(c). If a transformer is needed, screening can be utilized to protect the scenic value of the property as shown in **Attachment C** hereto.

The Town believes that all of the proposed uses as outlined above would not impair the scenic qualities or conservation values of the Property, nor would they destroy habitats, impair water quality or be detrimental to historic or archaeological values of the Property. The Town is willing to consult with professionals as necessary to sufficiently demonstrate the same with regard to any of the proposals listed here. The Town appreciates that the CCLT is the steward of nearly 700 acres of land, most of which is open to the public, and that coordinating the interests of public access to open space and conservation is often challenging. While the conservation easement for the Payson Property contains a considerable amount of reserved rights for the owners, the Town is committed to working with the CCLT to establish an effective structure for managing the public access and use of this Property.

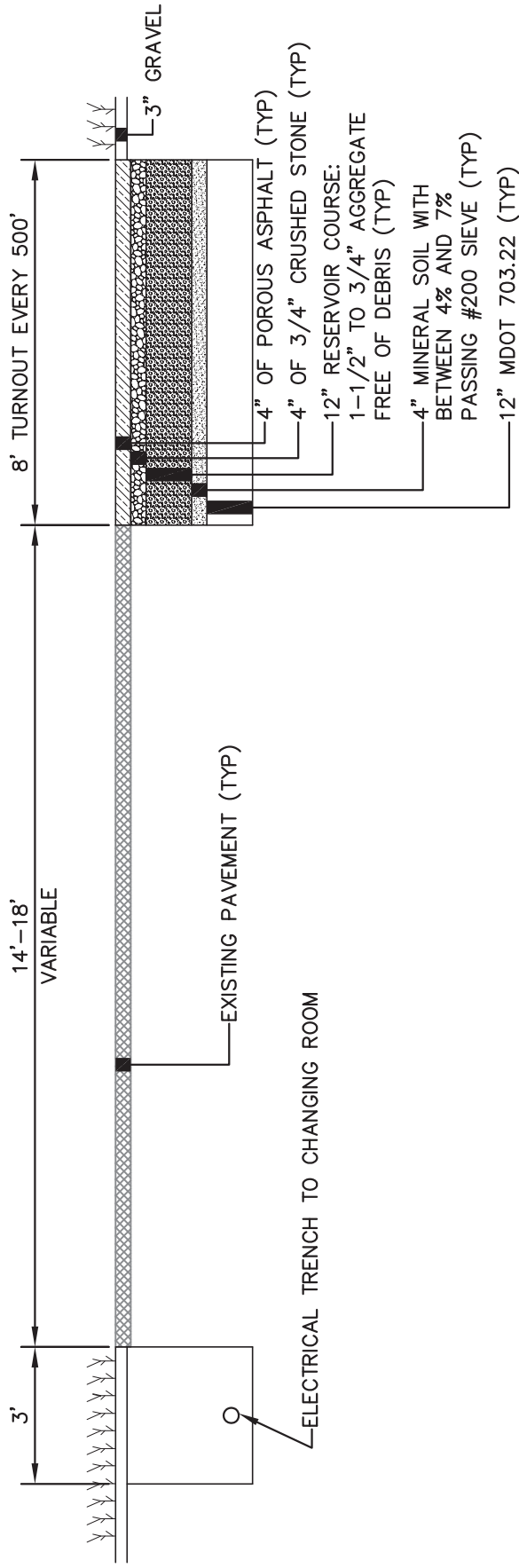
The Town requests a response from the CCLT with regard to its consent of these proposals in concept only by September 19, 2014 and welcomes alternatives or suggestions from the CCLT with respect to any of the above proposals. The Town understands that the CCLT will require additional time to establish baseline data on this Property in order to evaluate these proposals and is willing to wait for CCLT's actual approval per the conservation easement until that additional data has been obtained; however, it is important that the Town receive a response from CCLT regarding its approval of the concepts proposed above prior to the informational meetings in late September and early October.

Thank you for your consideration of this proposal. Please contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'William R. Shane', written in a cursive style.

William R. Shane, P.E.
Town Manager



ROADWAY CROSS SECTION - 2400' x EXISTING WIDTH

NTS

ATTACHMENT A
ROADWAY CROSS SECTION-OPTION 2
PAYSON PROPERTY
TOWN OF CUMBERLAND
CUMBERLAND, MAINE

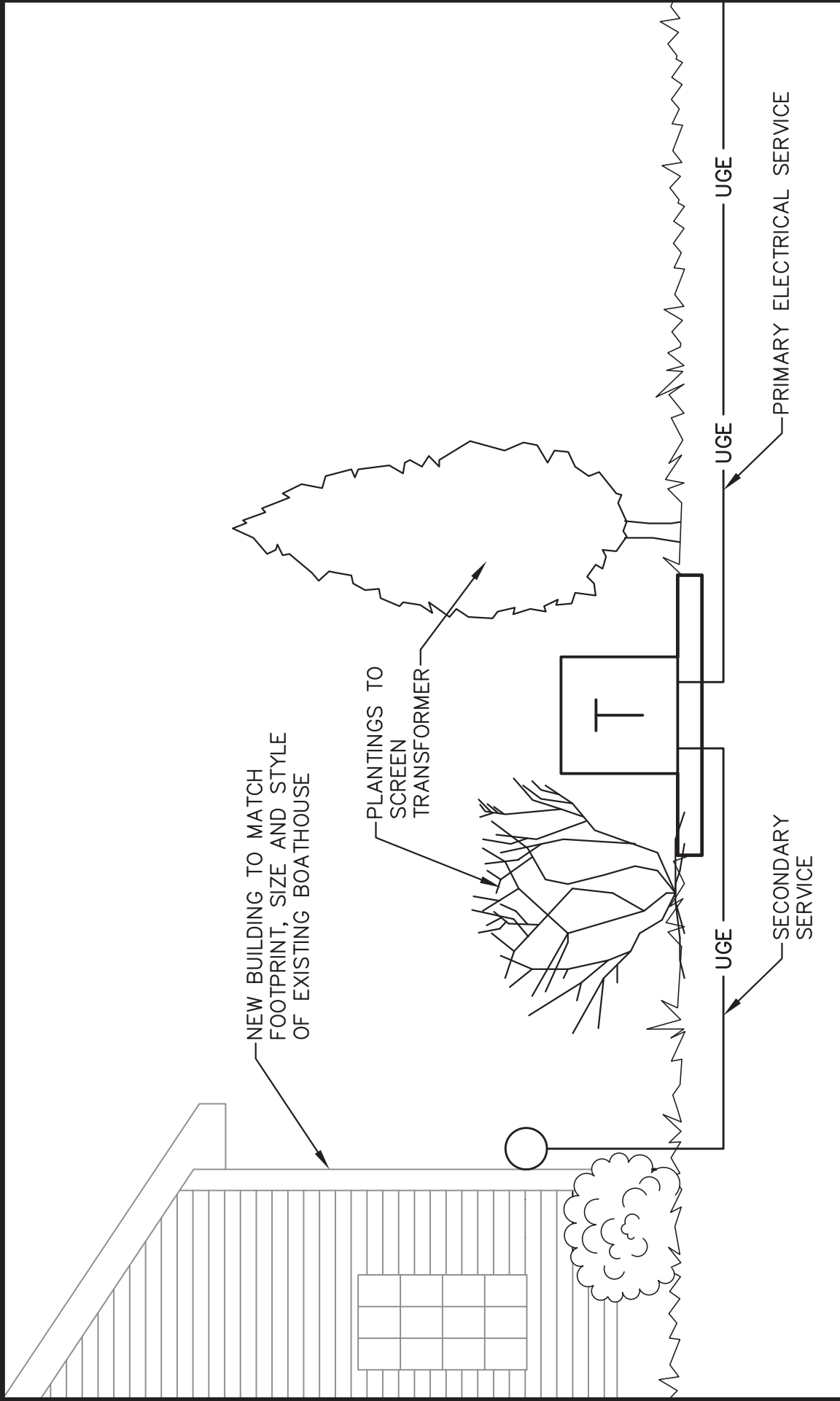


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ATTACHMENT B
ROAD REALIGNMENT
PAYSON PROPERTY
TOWN OF CUMBERLAND
CUMBERLAND, MAINE



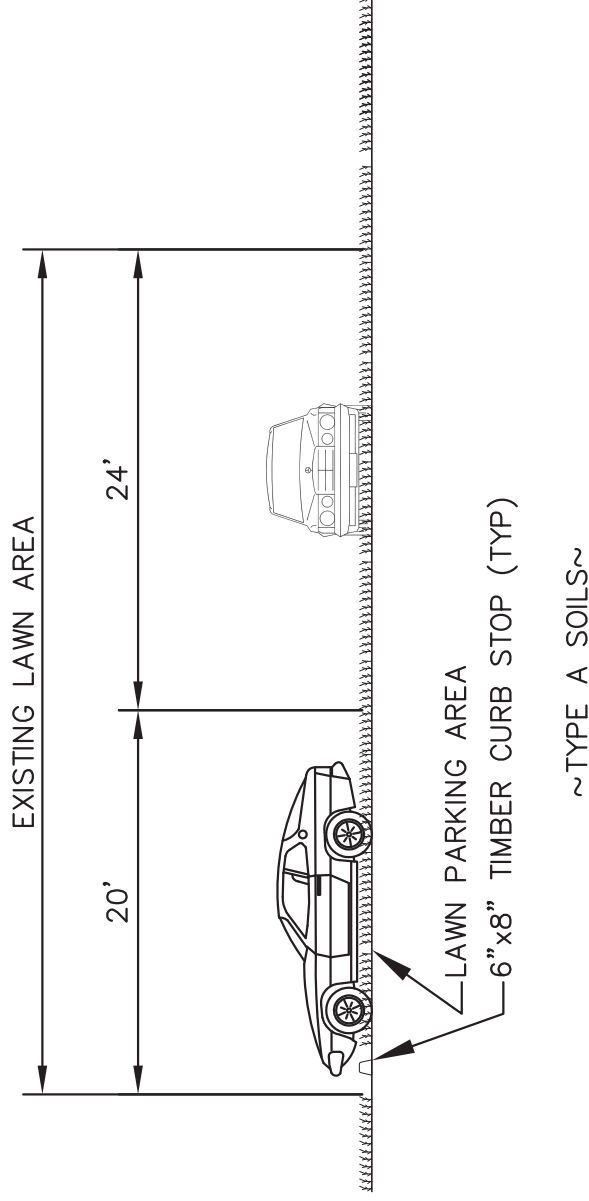


TRANSFORMER PAD NEAR BOATHOUSE NTS

ATTACHMENT C
TRANSFORMER PAD NEAR BOATHOUSE
PAYSON PROPERTY
TOWN OF CUMBERLAND
CUMBERLAND, MAINE



ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE

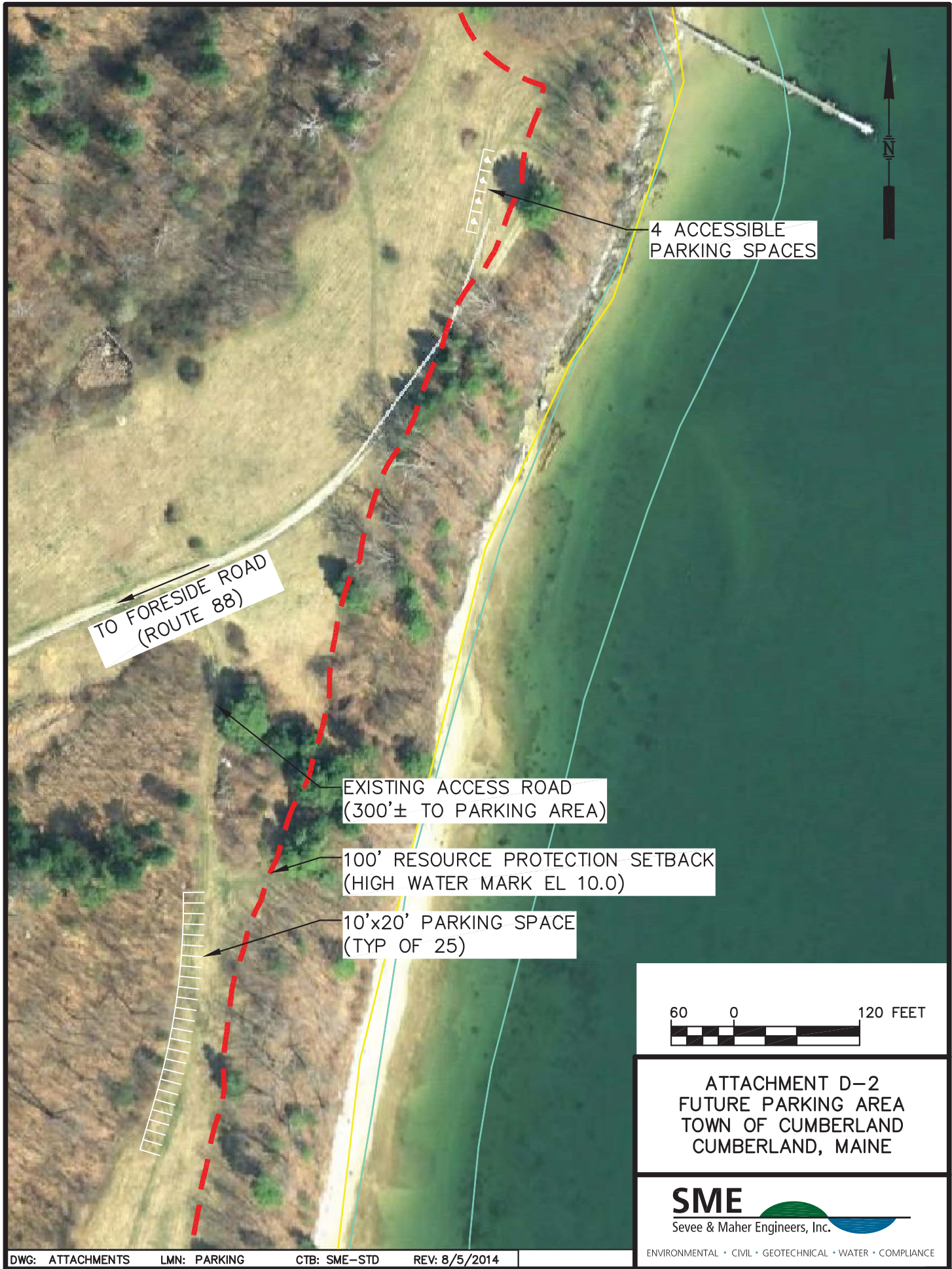


PARKING AREA TYPICAL SECTION

ATTACHMENT D-1
FUTURE PARKING AREA
TOWN OF CUMBERLAND
CUMBERLAND, MAINE



\\Nserver\cfs\TCU\Payson Property\Acad\Figures\ATTACHMENTS.dwg, 8/4/2014 2:09:24 PM, sjm



Low Density Residential Zone (LDR)

(1) The following uses are permitted in the LDR district:

- Single family detached dwellings;
- Duplex dwellings;
- Multiplex dwellings;
- Agriculture;
- Timber Harvesting;
- Sewer pumping stations;
- Antennas;
- Cemeteries, subject to site plan review;
- Religious institutions, subject to Site Plan Review;
- Private schools, subject to Site Plan Review;
- Residential care facilities;
- Day care centers and nursery schools for no more than 20 children;
- Day care center adult for no more than 20 persons;
- Above ground utility lines not located within public ways;
- Municipal uses and buildings, subject to site plan review;
- Riding stables and schools, subject to Site Plan Review;
- Extraction and/or bulk storage of ground or spring water, for Municipal or Quasi Municipal purposes subject to the provisions of Section 430;
- Accessory structures of public utilities, subject to site plan review;
- Uses and buildings accessory to those above;

(2) The following uses are allowed as special exceptions in the LDR district requiring the approval of the Board of Adjustment and Appeals:

- Home Occupations
- Home Based Occupations;
- Temporary sawmills;
- Uses and buildings accessory to those above;

(3) The following lot standards apply in the LDR district:

- 2 acre minimum lot size, except that the minimum lot size for lots served by sewer shall be 1.5 acres;
- In the case of duplex or multiplex developments, there shall be no less than 1.25 acres of lot area per dwelling unit, except that the minimum lot area per dwelling unit for a lot served by sewer shall be .75 acres;
- There shall be no less than 150 feet lot frontage;

(4) The following minimum setbacks are required for all structures in the LDR district, except that sheds and driveways are permitted to a minimum setback of fifteen (15) feet from the side and rear lot lines.

- Front: 50 feet
- Rear: 65 feet
- Side: 30 feet - combined width at least 65 feet.

Resource Protection District (RP)

The Resource Protection District includes areas in which development would adversely affect water quality, productive habitat, biological ecosystems, or scenic and natural values.

(1) The following uses are permitted in the RP District:

- Non-intensive recreational uses not requiring structures such as hunting, fishing and hiking
- Motorized vehicular traffic on existing roads and trails
- Forest management activities except for timber harvesting & land management roads
- Fire prevention activities
- Wildlife management practices
- Soil and water conservation practices
- Mineral exploration²
- Surveying and resource analysis
- Emergency operations
- Service drops, as defined, to allowed uses
- Signs

(2) The following uses are allowed with a permit issued by the Planning Board:

- Mineral extraction including sand and gravel extraction²
- Agriculture
- Aquaculture
- One and two family residential, including driveways⁹
- Small non-residential facilities for educational, scientific, or nature interpretation purposes
- Structures accessory to allowed uses
- Essential services⁶
- Non-roadside or cross-country distribution lines involving ten poles or less in the shoreland zone⁶
- Non-roadside or cross-country distribution lines involving eleven or more poles in the shoreland zone⁶
- Other essential services⁶
- Public and private recreational areas involving minimal structural development
- Road construction
- Filling and earth moving of >10 cubic yards
- Uses similar to uses requiring a PB permit

(3) The following uses are allowed with a permit issued by the Code Enforcement Officer:

- Timber harvesting
- Clearing or removal of vegetation for activities other than timber harvesting¹

- Home occupations
- Roadside distribution lines (34.5kV and lower)⁶
- Individual, private campsites
- Land management roads
- Parking facilities
- Filling and earth moving of <10 cubic yards
- Uses similar to allowed uses
- Uses similar to uses requiring a CEO permit

(4) The following uses are allowed with a permit issued by the Local Plumbing Inspector:

- Conversions of seasonal residences to year-round residences
- Private sewage disposal systems for allowed uses

(5) The following uses are allowed with a Wharfing Out permit issued by the Town Council with recommendation from the Coastal Waters Commission:

- Temporary piers, docks, wharfs, bridges and other structures and uses extending over or below the normal high-water line or within a wetland
- Permanent piers, docks, wharfs, bridges and other structures and uses extending over or below the normal high-water line or within a wetland

(6) The following uses are not permitted in the RP District:

- Multi-unit residential
- Commercial¹⁰
- Industrial
- Governmental and institutional
- Campgrounds⁷
- Marinas

Limited Residential District (LR)

The Limited Residential District includes those areas suitable for residential and recreational development.

(1) The following uses are permitted in the LR District:

- Non-intensive recreational uses not requiring structures such as hunting, fishing and hiking
- Motorized vehicular traffic on existing roads and trails
- Forest management activities except for timber harvesting & land management roads
- Timber harvesting
- Clearing or removal of vegetation for activities other than timber harvesting
- Fire prevention activities
- Wildlife management practices
- Soil and water conservation practices

- Mineral exploration²
- Surveying and resource analysis
- Emergency operations
- Agriculture
- Roadside distribution lines (34.5kV and lower)¹²
- Service drops, as defined, to allowed uses
- Filling and earth moving of <10 cubic yards
- Signs

(2) The following uses are allowed with a permit issued by the Planning Board:

- Mineral extraction including sand and gravel extraction
- Aquaculture
- Multi-unit residential
- Governmental and institutional
- Small non-residential facilities for educational, scientific, or nature interpretation purposes
- Essential services
- Non-roadside or cross-country distribution lines involving eleven or more poles in the shoreland zone
- Other essential services
- Public and private recreational areas involving minimal structural development
- Campgrounds
- Marinas
- Uses similar to uses requiring a PB permit

(3) The following uses are allowed with a permit issued by the Code Enforcement Officer:

- One and two family residential, including driveways
- Structures accessory to allowed uses
- Temporary piers, docks, wharfs, bridges and other structures and uses extending over or below the normal high-water line or within a wetland¹¹
- Permanent piers, docks, wharfs, bridges and other structures and uses extending over or below the normal high-water line or within a wetland¹²
- Home occupations
- Non-roadside or cross-country distribution lines involving ten poles or less in the shoreland zone
- Individual, private campsites
- Road construction
- Land management roads
- Parking facilities
- Filling and earth moving of >10 cubic yards
- Uses similar to uses requiring a CEO permit
- Uses similar to allowed uses

(4) The following uses are allowed with a permit issued by the Local Plumbing Inspector:

- Private sewage disposal systems for allowed uses

- Conversions of seasonal residences to year-round residences

(5) The following uses are not permitted in the LR District:

- Commercial¹⁰
- Industrial

The following lot standards apply to the Shoreland Zone. Both the RP District and the LR District are located within the Shoreland Zone:

| MINIMUM LOT STANDARDS FOR ALL AREAS WITHIN THE SHORELAND ZONE | | | |
|--|--|-----------------------|-----------------------|
| | | Minimum Lot Area (SF) | Shore Frontage (feet) |
| Residential per dwelling unit | Within the Shoreland Zone Adjacent to Tidal Areas | 30,000 | 150 |
| | Within the Shoreland Zone Adjacent to Non-Tidal Areas | 40,000 | 200 |
| Governmental, Institutional, Commercial or Industrial per principal structure | Within the Shoreland Zone Adjacent to Tidal Areas, Exclusive of Those Areas Zoned for Commercial Fisheries and Maritime Activities | 40,000 | 200 |
| | Within the Shoreland Zone Adjacent to Tidal Areas Zoned for Commercial Fisheries and Maritime Activities | NONE | NONE |
| | Within the Shoreland Zone Adjacent to Non-Tidal Areas | 60,000 | 300 |
| Public and Private Recreational Facilities | Within the Shoreland Zone Adjacent to Tidal and Non-Tidal Areas | 40,000 | 200 |

Compliance

Based on a review of these zoning regulations, the subject property, as of the date of inspection, is considered to be conforming to the zoning regulations.

Professional Qualifications

PATRICIA M. AMIDON, MAI

PROFESSIONAL BACKGROUND

Patricia M. Amidon, MAI, President of *Amidon Appraisal Company*, has been active as an appraiser since 1983 specializing in real estate appraisals with emphasis on research and analysis of comparable sales, rental, and expense data of income-producing properties; valuation; highest and best use analysis; and supply and demand analysis. Ms. Amidon was formerly employed as an editor, writer, and public relations specialist.

Services provided by *Amidon Appraisal Company* include multi-family, commercial, industrial, and developable land real estate appraisals. The appraisal of complex properties and appraisal for litigation purposes is the firm's specialty.

VALUATION EXPERIENCE

Real Estate - a wide variety of property types including industrial, commercial, residential properties, and developable land parcels, both fee simple ownership and partial interests such as air rights and easements.

Eminent Domain - appraisals that meet the requirements of federal regulations regarding eminent domain takings.

Tax Assessment Review - analysis of real estate property tax assessment including private residences, waterfront properties, multi-family complexes, industrial properties, and hotels and motels.

Economic Studies - marketability and rental rate studies of proposed real estate developments for residential and commercial projects with focus on socio-demographics and absorption rates.

TEACHING EXPERIENCE

Ms. Amidon taught appraisal courses through the University of Southern Maine's Center for Continuing Real Estate Education. She taught a seven-hour Uniform Standards of Professional Appraisal Practice update course. These courses are required by the State of Maine Appraisal Board for state licensing and certification of real estate appraisers and continuing education.

EDUCATION

- Regular participant in educational programs of The Appraisal Institute
- B.A. Anthropology and History, Kirkland College, Clinton, New York

PROFESSIONAL AFFILIATIONS

- Ms. Amidon achieved the MAI designation (#09227) of The Appraisal Institute.
- The Maine Real Estate & Development Association (MEREDA)

EXPERT WITNESS

Qualified as an expert witness in real estate valuation before Superior Court, Cumberland and York Counties, State of Maine; Federal District Court, District of Maine; U.S. Bankruptcy Court, District of Maine; Maine State Claims Board; and State Board of Property Tax Review.

PUBLICATIONS AND AWARDS

As a writer and editor, Ms. Amidon has had numerous articles published in a variety of publications including the *New England Real Estate Journal*. While editor of *Nexus*, a social service publication, *Nexus* received the Golden Scroll, a national award. Ms. Amidon received the 1996 and 2009 State of Maine Chapter of the Appraisal Institute Service Award and is listed in the *1998 Who's Who in Executives and Professionals*.

MAINE STATE GENERAL CERTIFIED APPRAISER #113



AMIDON APPRAISAL COMPANY

477 Congress Street, Suite 323

Portland, ME 04101-3439

(207) 879-6056 - Telephone

(207) 879-0217 - FAX

E-MAIL: Pat@amidonappraisal.com

WEBSITE: www.amidonappraisal.com

Professional Qualifications

BRENDAN P. HALL

PROFESSIONAL BACKGROUND

Brendan P. Hall graduated from Bentley College in May of 2004 and has been appraising since January 2006. Prior employment experiences for Brendan Hall include network administration, computer hardware recycling and brokering, BSA High Adventure Guide, and community outreach educator.

EDUCATION

- Regular participant in educational programs of The Appraisal Institute
- Bachelors of Science in Computer Information Systems
- Coursework from Bachelors degree included; Operations management, Strategic management; Marketing; Finance; Accounting; Business law; English; Statistics; Data analysis modeling & abstraction; Network implementation & design; Software project management, Software development; Team dynamics; Philosophy & Psychology; Natural & environmental sciences; Communications written & spoken.

PROFESSIONAL AFFILIATIONS

- The Appraisal Institute
- The Maine Real Estate & Development Association (MEREDA)

PUBLICATIONS

As a writer, Brendan Hall has had numerous articles published in the *New England Real Estate Journal*.

MAINE STATE APPRAISER #AP2764



AMIDON APPRAISAL COMPANY

477 Congress Street, Suite 323

Portland, ME 04101-3439

(207) 879-6056 - Telephone

(207) 879-0217 - FAX

E-MAIL: Brendan@amidonappraisal.com

WEBSITE: www.amidonappraisal.com

Professional Qualifications

ROBERT H. BALL

PROFESSIONAL BACKGROUND

Robert H. Ball graduated from the State University of New York College of Environmental Science and Forestry with a Bachelor of Science in Forest Resource Management. He is a Maine state registered Forester, that has worked for the US Forest Service, NYS Department of Environmental Conservation, Titcomb Associates and most recently with Integrated Forest Management as a Land Management Forester.

Robert began working with *Amidon Appraisal Company* in April of 2010, specializing in conservation easements and real estate appraisals, including research and analysis of comparable sales, income producing properties, highest and best use and supply and demand.

Services provided by *Amidon Appraisal Company* include conservation easements, commercial, industrial, and developable land appraisals. The firm specializes in appraisal of complex properties and appraisal for litigation purposes.

EDUCATION

- Regular participant in educational programs of The Appraisal Institute
- B.S. Forest Resource Management, SUNY ESF, Syracuse, NY

PROFESSIONAL AFFILIATIONS

- Society of American Foresters
- American Tree Farm Association
- The Appraisal Institute
- The Maine Real Estate & Development Association (MEREDA)

MAINE STATE REGISTERED APPRAISER TRAINEE #RA2896

STATE OF MAINE LICENSED FORESTER LPF# 3643



AMIDON APPRAISAL COMPANY

477 Congress Street, Suite 323

Portland, ME 04101-3439

(207) 879-6056 - Telephone

(207) 879-0217 - FAX

E-MAIL: Robert@amidonappraisal.com

WEBSITE: www.amidonappraisal.com

Amidon Appraisal Company

We certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Robert H. Ball made a personal inspection of the property that is the subject of this report.
- Please be aware, the property's parent parcel has been previously appraised by our office, with a date of valuation of June 20, 2012.
- As of the date of this report, I, Patricia M. Amidon, have completed the continuing education program of the Appraisal Institute.



Patricia M. Amidon, MAI
Maine Certified General Appraiser #113

Date : 9/24/2014



Brendan P. Hall, BS:
State of Maine Appraiser #AP2764

Date: 9/24/2014



Robert H Ball, BS
State of Maine Appraisal Trainee #RA 2896
State of Maine Licensed Forester #LF 3643

Date: 9/24/2014