

**CONSERVATION EASEMENT ON FOREST AVENUE
TOWN OF ORONO, MAINE
TO BE HELD BY THE ORONO LAND TRUST**

I, JAMES W. HINDS, having a mailing address of 254 Forest Avenue, Orono, Maine 04473-3202 (hereinafter referred to as the "Grantor," which word shall include, unless the context clearly indicates otherwise, the above-named Grantor, his personal representatives, heirs and assigns, and any successors in interest to the Protected Property as defined below), hereby, for consideration being an absolute and unconditional gift, GRANT to the ORONO LAND TRUST, INC., a nonprofit corporation organized and existing under the laws of the State of Maine, having a mailing address of P. O. Box 4, Orono, Maine 04473 (hereinafter referred to as the "Holder," which word shall include, unless the context clearly indicates otherwise, the Holder's successors and assigns), with QUITCLAIM COVENANT and in perpetuity, the following described Conservation Easement, pursuant to Title 33 M.R.S.A. Section 476 *et seq.* as amended, on real estate along Forest Avenue in the Town of Orono, County of Penobscot, and State of Maine, described as Parcel One which consists of thirty-five and fifty-six hundredths (35.56) acres more or less in a Warranty Deed from Forest/Orono Associates, LLP dated May 29, 2007, and recorded in the Penobscot County Registry of Deeds in Book 10975, Page 19, and Parcel Two which consists of 1.89 acres, more or less, in a Quitclaim Deed with Covenant conveyed from Patricia L. Hinds to James W. Hinds dated March 23, 2007, and recorded in the Penobscot County Registry of Deeds in Book 10,894, Page 280, excepting a 20' by 24', one and one-half story structure on that parcel and the land to the west and north of that structure having a total acreage of about 0.17 acres, so the portion of Parcel Two having a conservation easement on it will be approximately 1.72 acres; the total of both Parcels One and Two then consisting of 37.27 acres more or less, more particularly described in Exhibit A (the "Protected Property") and depicted on Exhibit B, both exhibits attached hereto and made a part hereof by reference, TO HAVE AND TO HOLD forever exclusively for conservation purposes as follows.

CONSERVATION PURPOSES

It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever in its essentially undeveloped, open space, scenic, and natural condition, consistent with the terms of this Conservation Easement, including its recitals, and to prevent any use of the Protected Property that will impair or interfere with this condition. Grantor and Holder intend that this Conservation Easement will confine, in perpetuity, the uses of the Protected Property to activities which are compatible with these purposes and the protection of wildlife habitat and preservation of its scenic, open space and natural values.

RECITALS

The following recitals more particularly describe the conservation attributes of the Protected Property and the public benefit of this grant.

WHEREAS, Grantor is the sole owner in fee of certain parcels of real property (hereinafter the "Protected Property"), situated in the Town of Orono, Penobscot County, Maine, which is described in **Exhibit A** which Exhibit is attached hereto and made a part hereof; and depicted in **Exhibit B** attached hereto and made part hereof; and

WHEREAS, Grantor warrants that no liens encumber the Protected Property, except that a portion of Parcel Two has a pre-existing conservation easement on it, and Grantor's title to the Protected Property is free and clear; and

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

WHEREAS, the Protected Property consists of a natural wetland that has been determined by the Maine Department of Inland Fisheries and Wildlife to be a "Significant Wildlife Habitat" requiring protection under the Natural Resources Protection Act (NRPA) because it is considered a High Value Waterfowl and Wading Bird Habitat for nesting and feeding as well as uplands acting as a buffer to this wetland; and

WHEREAS 301 feet of frontage on Forest Avenue of the Protected Property forms part of a 700-foot undeveloped section on both sides of Forest Avenue that allows wildlife an upland passage from large blocks of undeveloped habitat both south and north of Forest Avenue, the development of which would greatly diminish the use of such wildlife passage; and

WHEREAS the Protected Property is continuous to a forty-eight (48) acre conservation easement immediately west of it (Hinds Conservation Easement I), which in turn is contiguous with an eighty-eight acre parcel owned in fee by the Orono Land Trust (Newman Hill Preserve), the entire protected acreage then consisting of one hundred and seventy three (173) acres of natural upland mixed deciduous and coniferous forests and wetlands that are important to the ecology of the area and harbors a diversity of plant and animal life as well as a diversity of natural features and habitat which together comprise an unusual expanse of substantially natural and undeveloped land that provides important wildlife habitat, scenic enjoyment, and opportunities for low-impact outdoor recreation for the general public; and

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

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

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

TERMS

1 *Land Uses.*

No industrial, commercial, quarrying, surface or subsurface mining, residential, or other building development activities are permitted on the Protected Property, except as hereinafter set forth. Except as expressly limited herein, Grantor reserves for himself and his heirs and assigns all rights as owner of the Protected Property, including the right to use the Protected Property, for all purposes not inconsistent with the grant of this Conservation Easement. Uses deemed to be consistent with this Conservation Easement include conservation, low-impact outdoor educational and recreational activities.

With respect to that portion of the Protected Property that is also subject to a conservation easement held by Holder, recorded in the Penobscot County Registry of Deeds at Book 8014, Page 44, in the event of any inconsistency between the prior conservation easement and this present Conservation Easement, the more restrictive of the two easements shall apply.

2 *Subdivision.*

The Protected Property may not be divided, subdivided, partitioned, or otherwise conveyed in parcels, except that any portion of the Protected Property may be conveyed to and owned by an entity that meets the assignee qualifications set forth in Paragraph 10.4 for permanent conservation ownership by such a qualified entity, subject to the prior written consent of Holder and continuation of the terms of this Conservation Easement. Under no circumstances may the Protected Property be used to determine the gross lot size or in any way increase the permitted density of development on land not subject to this Conservation Easement.

3 *Waste.* No rubbish, garbage, building debris, unserviceable vehicles and equipment, parts thereof, hazardous waste, hazardous or toxic substance, or any waste materials of any nature may be dumped, buried, or stored on the Protected Property, except that vegetative waste resulting from uses of the Protected Property permitted pursuant to this Conservation Easement may be left to remain thereon and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals; provided, however, that such remaining vegetative waste or such other stored waste is not detrimental to the conservation values of the Protected Property.

4 *Chemical Agents.* The use of chemicals, herbicides, pesticides, fungicides, fertilizers, and any other agent that may have an adverse effect on wildlife, waters, and other important conservation interests to be protected by this Conservation Easement is prohibited unless such use is approved in advance and in writing by the Holder pursuant to a recommendation in writing by a recognized forestry or conservation professional that such use will mitigate greater harm to the conservation values of the Protected Property that reasonably would be expected to occur without the use of such agent.

5 *Structures.*

A. Existing Structures. As of the date of this grant, the Protected Property contains no structures, except the remains of a former deer stand.

B. Additional Structures. No additional buildings or man-made structures of any kind, temporary or permanent, may be located, constructed or maintained on the Protected Property, except the following:

i. Grantor reserves, for himself, his heirs and assigns, the right to establish and maintain boundary markers and other minor structures that complement the natural features of the landscape and are designed and used to enhance opportunities for low-impact outdoor recreation, nature observation, and study, such as small unlighted signs, benches, and barriers or

gates to discourage use by motor vehicles and to protect fragile areas and enhance public safety. Substantial or high-impact outdoor recreational structures are prohibited, including but not limited to paved trails, boardwalks other than bog bridging, docks, piers, tent platforms, lean-tos, outhouses, portable toilets, gazebos, golf courses, golf ranges, swimming pools, campgrounds, mud runs, tennis and other recreational courts, paintball and other adventure courses, stadiums, performance stages, dressage fields, equestrian rings, polo fields, ATV or race tracks or courses, towers, playgrounds, athletic courts or fields, airstrips, and permanent aircraft pads.

6 *Surface Alterations.*

As of the date of this grant there are no known surface alterations on the Protected Property. No further alteration to the surface of the earth is permitted on the Protected Property, except that Grantor reserves the following rights:

- A. Grantor reserves the right to maintain existing surface alterations.
- B. Grantor reserves the right to alter the surface to the extent necessary to accomplish the uses and activities permitted in Sections 5 and 7.
- C. Grantor reserves the right to establish and maintain additional unpaved trails that are designed and located to prevent erosion and destruction to fragile resources.
- D. Grantor reserve the right to establish and maintain not more than one (1) small unpaved parking area suitable for three or four cars, provided that the disturbed surrounding area must be restored to a condition consistent with the scenic character and conservation values of the Protected Property. Said parking area shall be located on Parcel Two and shall immediately abut Forest Avenue.

7 *Vegetation Management.*

As of the date of this grant the Protected Property is in a substantially unaltered natural state with mixed deciduous and coniferous woodlands and wetlands, except for an approximately 0.3-acre area mostly cleared of trees and consisting of brush, herbaceous vegetation, and grass.

Vegetation may not be cut, disturbed, altered or removed from the Protected Property without the prior written consent of Holder, except that Grantor reserves the following rights:

A Grantor reserves the right to selectively cut and prune shrubs and forest vegetation and to plant non-invasive bushes, shrubs, and small trees to combat active fire, to mark boundaries, to remove hazards to human safety, and/or to accomplish the activities and uses reserved to Grantor as rights pursuant to Paragraphs 5 and 6 above.

B Subject to the prior written approval of Holder, based on a determination that such vegetation management shall be limited and conducted in a manner to preserve the scenic and wildlife habitat values of the protected Property, Grantor reserves the right to selectively mow, cut, and prune shrubs and other vegetation for purposes of reducing the threat of wild fire, controlling or preventing the spread of disease, and creating or maintaining open areas to enhance wildlife habitat.

C Grantor reserves the right to harvest blowdowns, but not living trees or other living vegetation, in the forested areas of the uplands that are beyond the 250' buffer around wetlands and other water bodies, for firewood, lumber and other domestic uses on Grantor's abutting land.

D. Grantor reserves the right to maintain the existing 0.3-acre cleared area (marked "Cleared Area" on Exhibit B).

8 *Public Access Across Grantor's Property.*

A *Immediate Public Access Area.* Within the "Immediate Public Access Area," as described in Exhibit C and depicted on Exhibit B, Grantor and Holder agree to refrain from taking any action to prohibit or discourage use of and access by the general public for low-impact daytime, non-motorized outdoor recreation uses, such as fishing, walking, picnicking, cross-country skiing, snowshoeing, nature observation, and other such activities that have minimal impact on the natural and scenic character of the Protected Property, except to the extent that

such activities are determined by Holder, in writing, to be detrimental to the conservation values and responsible stewardship of the Protected Property. Grantor and Holder have the right to jointly establish rules and guidelines for public use, designed to encourage respectful public use that does not unreasonably disturb plant or wildlife habitat, permitted use by other members of the public, or the quiet use and enjoyment of nearby private land. Such rules may be posted on the Protected Property, and in particular Holder may require Grantor to post the Protected Property against use by motorized or mechanized recreational vehicles if such use results in rutting or erosion or other damage to natural resources. All such rules and guidelines shall be subject to the Joint Management Plan, if any, established jointly at any time and from time to time by Grantor and Holder.

B *Future Public Access Area.* Within the “Future Public Access Area,” as depicted on Exhibit B, so long as the original Grantor, James W. Hinds, or his spouse, is the sole or partial owner of the Protected Property, and so long as Grantor’s primary residence is on the property abutting the Protected Property, nothing contained herein should be construed as granting the public a right of physical access to any portion of the Property. Upon conveyance of all of their interest in the Protected Property by James W. Hinds or his spouse, or upon the death of the second to die, or upon the cessation of the property abutting the Protected Property as their primary residence, whichever happens first, the public access provision of Section 8.A, Immediate Public Access Area, shall apply, and the entire Protected Property shall be treated as the Immediate Public Access Area.

C *Immunity.* Grantor and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A *et seq.* as the same may be amended at any time and from time to time (The Maine Recreational Use Statute) and any successor provisions thereof and any other applicable provision of law and equity.

9 Holder’s Affirmative Rights

A *Enforcement.* Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to require the restoration of the Protected Property to a condition in compliance herewith, after providing Grantor or Grantor's successor in interest with prior notice and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action. Holder may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from natural causes or environmental catastrophe beyond Grantor's control such as fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. The failure or delay of the Holder, for any reason whatsoever, to discover a violation or initiate legal action to enforce this Conservation Easement shall not constitute a waiver or estoppel of its rights to do so at a later time. Prior to initiation of an enforcement action, Holder shall provide Grantor with prior notice and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action.

B *Co-Management.* Holder shall have the right but not the obligation to co-manage the Protected Property with Grantor for public use and all other conservation activities permitted under this Conservation Easement, subject to the rights reserved to Grantor herein and to any written management plan established jointly by Holder and Grantor pursuant to Paragraph 8.A above.

C *Entry.* Holder has the right to enter the Protected Property at all reasonable times and in a reasonable manner consistent with the conservation purposes hereof to survey the Protected Property, to inventory the Protected Property's ecological resources, to plan for and manage public recreational uses permitted hereunder, and to inspect for purposes of compliance with the terms of this Conservation Easement. Holder shall make all reasonable efforts to notify Grantor and/or persons in residence on the Protected Property prior to entry onto the Protected Property.

D *Protection of Conservation Values.* Holder has the right to require that Grantor's reserved rights be exercised in a manner that avoids unnecessary harm to the conservation values to be protected by this Conservation Easement.

E *Holder Acknowledgement Signs.* Holder shall have the right, after consultation with Grantor, to install and maintain small unlighted signs visible from public vantage points and along boundary lines, to identify Holder and inform the public and abutting property owners that the Protected Property is under the protection of this grant.

F *Boundaries.* It shall be Grantor's obligation to keep the boundaries of the Protected Property clearly marked. In the event boundaries are not adequately clear or marked and Grantor fails to accurately mark within a reasonable time after notice by Holder, Holder shall have the right to engage a professional surveyor to re-establish and re-mark boundaries of the Protected Property or any part thereof. The costs associated with such survey work shall be paid by the Grantor if and to the extent necessary to determine if a breach of this Conservation Easement has occurred.

10. Conservation Easement Requirements Under Maine and Federal Law

10.1 *Maine Uniform Conservation Easement Act.* This Conservation Easement is created in perpetuity pursuant to the Maine Conservation Easement Act at Title 33 M.R.S.A. Sections 476 et seq., as amended, and shall be construed in accordance with the laws of the State of Maine.

10.2 *Conservation Purposes.* This Conservation Easement is established exclusively for conservation purposes pursuant to the Internal Revenue Code, as amended (the "Code") at Title 26 U.S.C.A. Section 170(h)(1)-(6) and Sections 2031(c), 2055, and 2522 and under U.S. Treasury Regulations at Title 26 C.F.R. §1.170A-14 et seq., as amended.

10.3 *Qualified Donee Organization.* The Holder is qualified to hold conservation easements pursuant to Title 33 M.R.S.A. Section 476(2)(B), as amended, and is a Qualified Organization under Code Section 170(h)(3), to wit, a publicly supported, non-profit 501(c)(3) organization with the authority to accept lands, easements, and buildings for the purpose of conserving and protecting natural, scenic, educational, recreational and open space values of real property, and with the commitment to protect and conserve the conservation values of the Protected Property and resources to enforce the restrictions hereof.

10.4 *Assignable Only to Qualified Successor in Interest.* This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation purposes of this grant.

10.5 *Notice of Materially Adverse Activity Required.* Pursuant to applicable U.S. Treasury Regulations, Grantor shall notify Holder prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant.

10.6 *Baseline Data Inventory Certified.* In order to establish the present condition of the Protected Property and its natural and scenic resources so as to be able to monitor properly future uses of the Protected Property and assure compliance with the terms hereof, Holder and Grantor will prepare an inventory of the Protected Property's relevant features and conditions ("Baseline Documentation") and will have certified the same as an accurate representation of the condition of the Protected Property as of the date of this grant, as required under Treasury Regulation § 1.170A-14. The Baseline Documentation is incorporated by reference herein.

10.7 *Holder's Right to Enforcement Superior to Secured Interests.* Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. Grantor has the right to use the Protected Property as collateral to secure the repayment

of debt; provided, however, that any lien or other right granted for such purpose, regardless of date, shall be subordinate to Holder's rights under this Conservation Easement. Under no circumstances may Holder's rights to enforce the terms, restrictions, and covenants of this Conservation Easement be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any subsequent mortgage or any publicly or privately placed lien or other interest in the Protected Property, regardless of such mortgage's or lien's effective date. The Holder's rights hereunder shall be paramount to any subsequently placed mortgage or lien except with respect to Holder's right to monetary damages based upon a violation that occurs subsequently.

10.8 *Extinguishment.* This Conservation Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the conservation purposes of this Conservation Easement are impossible to accomplish. Notwithstanding the foregoing, but subject to more restrictive laws and regulations, if any, if an interest in this Conservation Easement is subject to the exercise of the power of eminent domain or Holder receives a formal notice of the intention to exercise such powers by an agency of government entitled to do so, Holder, in its sole discretion, may issue prior written consent, without a judicial order, to a partial or complete extinguishment or termination of the conservation easement.

Grantor and Holder agree that the donation of this Conservation Easement gives rise to a property right which vests immediately in Holder and which has a fair market value equal to the amount by which the fair market value of the unrestricted Protected Property is reduced by the restrictions imposed by this Conservation Easement, as provided herein. Should this Conservation Easement be extinguished or diminished in land area by judicial decree, the power of eminent domain or other legal authority and Grantor sells, exchanges, receives payment, or if there is an increase in value of any part or the whole of the then-unrestricted Protected Property, Holder shall be entitled to be paid a portion of the proceeds of such sale, exchange or conversion, or increase in such value, computed as to the greater of: (i) the proportion that the value of this Conservation Easement bore to the value of the unrestricted Protected Property on the date of

execution of this Conservation Easement; or (ii) the proportion that the value of this Conservation Easement bears to the unrestricted Protected Property at the time of the easement's extinguishment or diminishment. In any such case, the diminished value of the Protected Property due to the existence of the Conservation Easement shall not affect the full valuation of the Protected Property as if this Easement did not exist. Holder shall use its share of the proceeds or other moneys received under this paragraph in a manner consistent with the purposes of this Conservation Easement. Holder has the right to record a lien on the Protected Property to secure its rights under this Paragraph.

11 Administrative Provisions.

11.1 *Notices.* Grantor agrees to notify Holder prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant. Grantor's notices must include sufficient information to enable Holder to determine whether Grantor's plans are consistent with the terms of this Easement and the conservation purposes hereof. Any notice to or request of Holder required or contemplated hereunder shall be made by certified U.S. mail, return receipt requested, or by other courier providing reliable proof of delivery, addressed to The Orono Land Trust, P. O. Box 4, Orono, Maine 04473, or to such authorized person or other authorized entity and at such address hereinafter specified by notice in writing by the Holder to Grantor. All other communications to Holder shall be made by means reasonable under the circumstances. Any notice to or request of Grantor required or contemplated hereunder required or contemplated shall be made by certified U.S. mail, return receipt requested, or by other courier providing reliable proof of delivery, addressed to James W. Hinds, 254 Forest Ave., Orono, Maine 04473, or to such authorized person or other authorized entity and at such address hereinafter specified by notice in writing by Grantor to Holder. All other communications to Grantor shall be made by means reasonable under the circumstances. Any notice or request to Holder or to Grantor required or contemplated hereunder must include, at a minimum, sufficient information to enable Holder or Grantor, as the case may be, to determine whether proposed plans or requests are consistent with the terms of this Conservation Easement and the conservation purposes thereof.

11.2 *Taxes and Liens.* Grantor is responsible to pay and discharge when due all property taxes and assessments lawfully imposed on the Protected Property and any uses thereof and shall avoid the imposition of any liens that may affect Holder's rights hereunder. Holder may, at Holder's sole discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement by Grantor.

11.3 *Maintenance and Indemnification.* Except with respect to activities undertaken and costs incurred by Holder pursuant to Holder's rights and obligations hereunder, Grantor is responsible for ownership, control, maintenance, upkeep, operation, and management of the Protected Property. Grantor shall to the fullest extent permitted by law defend, release, relieve, hold harmless, and indemnify Holder, its officers, directors, agents, and employees therefrom and from any and all claims for damages that arise therefrom, other than those proximately caused by a negligent act or misconduct of Holder, its assignees, employees, or agents, and other than those arising out of Holder's workers' compensation obligations.

12. General Provisions.

12.1 *Changed Conditions.* In making this grant, Grantor has considered the fact that uses prohibited hereby may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Grantor and Holder that any such changes shall not be deemed to be changed conditions permitting termination of this Conservation Easement. The inability of Grantor to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

12.2 *Amendments and Discretionary Consent by Holder.* Grantor and Holder recognize that rare and extraordinary circumstances could arise that justify amendment of certain of the terms, covenants, or restrictions contained in this Conservation Easement and that some activities

may require the discretionary consent of Holder. To this end, subject to more restrictive laws and regulations, Grantor and Holder have the right to agree to amendments and discretionary consents to this Conservation Easement without prior notice to any third party; provided, however, that in the sole and exclusive judgment of Holder, such amendment or discretionary consent enhances or does not materially detract from the conservation values intended for protection under this Conservation Easement. Amendments shall become effective upon their recording at the Penobscot County Registry of Deeds. Any discretionary consent by Holder, permitted by this Conservation Easement for uses that are conditional or not expressly reserved by Grantor and any legally permissible amendment hereto, may be granted only if the Holder has determined in its sole discretion that the proposed use does not materially detract from the conservation values intended for protection under this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement; provided, however, that Holder has no right or power to consent to any use that would limit the term or terminate this Conservation Easement or that would impair the qualification of this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S.A. Section 476 *et seq.* and Code Sections 170(h) or 501(c)(3), successor provisions thereof, and regulations issued pursuant thereto. Nothing in this paragraph shall require the Grantor or the Holder to agree to any amendment or to negotiate regarding any amendment.

12.3 *Severability.* If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement grant and the application of such provision to any other person or in any other circumstance shall remain valid. It shall not be deemed that any such invalid provision affects the consideration for the Conservation Easement and each provision herein shall be valid and enforceable to the fullest extent permitted by law.

12.4 *Governing Law.* The interpretation and performance of this Conservation Easement shall be governed by and in accordance with the laws of the State of Maine. Any general rule of

construction notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the conservation purposes of this Conservation Easement and the policy and purpose of Title 33 M.R.S.A. Section 476 *et seq.* If any provision of this instrument is determined to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

12.5 *Owner's Obligation.* A person's or entity's obligation hereunder as Grantor, or as successor owner of the Protected Property, shall be joint and several and shall cease if and when such person or entity ceases to have any present, partial, contingent, collateral, or future interest in the Protected Property (or relevant portion thereof), but only to the extent that the Protected Property (or relevant portion thereof) is then in compliance herewith. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title shall survive such transfer; provided, however, that the new owner also shall be responsible for bringing the Protected Property into compliance herewith.

12.6 *Subsequent Deeds and Transfers.* Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor conveys any interest in all or any portion of the Protected Property. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Conservation Easement or the conveyance or limit its enforceability in any way.

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

12.8 *Headings and Captions.* The headings and captions included herein are solely for convenience of reference and are not part of this instrument and shall have no effect upon construction or interpretation of the Conservation Easement.

12.9 *No Partnership or Joint Venture.* Nothing herein shall be construed to make Grantor and Holder partners or joint venturers or to render either Grantor or Holder liable for the debts or obligations of the other.

12.10 *Compliance/Estoppel Certificates.* Upon written request by Grantor, Holder will provide Compliance/Estoppel Certificates to Grantor or third parties, indicating the extent to which, to Holder's knowledge after due inquiry, the Protected Property is in compliance with the terms of this grant. The inspection of the Protected Property for this purpose will be made by Holder at Grantor's cost within a reasonable time after Grantor's written request.

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

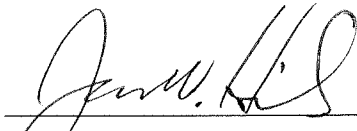
12.12 *Standing to Enforce.* Only Holder and Grantor may bring an action to enforce this grant, and nothing herein should be construed to grant any other individual or entity standing to bring an action hereunder, unless otherwise provided by law; nor to grant any rights in the Protected Property by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

13. Definitions.

13.1 *Grantor.* the term "Grantor" or "Grantors" as used in this easement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, his personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property.

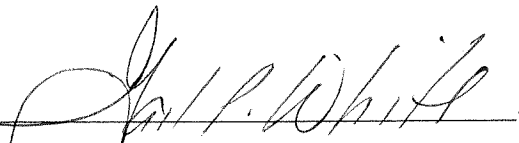
13.2 *Holder*. The term "Holder" as used in this easement shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns.

IN WITNESS WHEREOF, I, JAMES W. HINDS, grantor herein, and Patricia L. Hinds, his spouse, joining in this deed and relinquishing all rights herein by descent or otherwise, have hereunto set their hands and seals, this have hereunto set my hand and seal this 18th day of December, 2007.

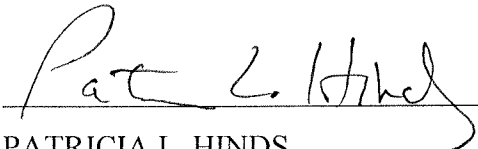


JAMES W. HINDS

Signed, sealed, and delivered in the presence of

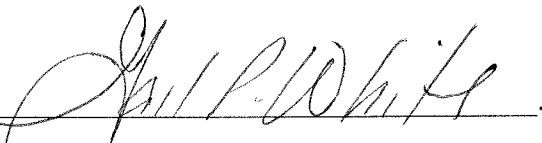


WITNESS: Gail P. White



PATRICIA L. HINDS

Signed, sealed, and delivered in the presence of

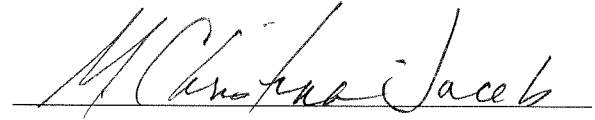


WITNESS: Gail P. White

December 18, 2007

Then personally appeared the above named James W. Hinds and Patricia L. Hinds and acknowledged the foregoing instrument to be their free act and deed.

Before me,



Notary Public

Printed or typed name of Notary Public

My commission expires _____.

M. Christina Jacob
NOTARY PUBLIC
State of Maine
My Commission Expires 5/9/09



HOLDER ACCEPTANCE.

The above and foregoing Conservation Easement was authorized to be accepted by the ORONO LAND TRUST, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through David Clement, Holder's duly authorized representative, this 18th day of December, 2007.

ORONO LAND TRUST

by: David Clement
David Clement
Its Duly Authorized Representative

President
Printed Title of Representative

STATE OF MAINE

COUNTY OF PENOBSCOT

December 18, 2007

Then personally appeared the above named David Clement, the duly authorized representative of the ORONO LAND TRUST, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of the ORONO LAND TRUST.

Before me,



M. Christina Jacob

Notary Public

M. Christina Jacob
NOTARY PUBLIC
State of Maine

My Commission Expires 5/9/09

Printed or typed name of Notary Public

My commission expires _____.

ATTACHMENTS TO CONSERVATION EASEMENT DOCUMENT

EXHIBIT A

Copy of Legal Description of the Protected Property (including a copy of the conservation easement across a portion of Parcel Two of the Protected Property).

EXHIBIT B

Sketch Plan of the Protected Property

EXHIBIT C

Legal description of Immediate Public Access Area

**LEGAL DESCRIPTION
A PORTION OF THE
JAMES W. HINDS PROPERTY
CONSERVATION EASEMENT PARCEL
FOREST AVENUE
ORONO, MAINE
37.27 ACRE PARCEL**

A certain lot or parcel of land situated on the northerly side of Forest Avenue, so called, in the Town of Orono, County of Penobscot, State of Maine and being more particularly described as follows:

Beginning at a #6 rebar with an aluminum cap stamped "PLS 1030" set on the northerly sideline of said Forest Avenue, said rebar is further described as marking the southeasterly corner of land now or formerly of Henry O. Gagnon as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 10212, Page 128;

Thence N 88° 59' 45" E by and along the northerly sideline of said Forest Avenue, a distance of 200.00 feet to a point on said sideline;

Thence N 1° 00' 15" W, a distance of 589.07 feet to a point;

Thence S 89° 30' 49" E, a distance of 556.18 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set at the northwesterly corner of land now or formerly of Frank S. Alley and Mitchell Ruzzoli as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 8960, Page 112, said point is further described as being the southwesterly corner of Lot 5 as depicted on a plan entitled "Forest Hollow Subdivision", plans of which are recorded at the Penobscot County Registry of Deeds in Map File 2006-208 and 2006-209;

Thence N 6° 22' 52" W by and along the westerly line of Lots 5 and 7 as shown on the aforementioned subdivision plan, a distance 387.26 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set at the northwesterly corner of said Lot 7;

Thence N 27° 54' 59" W by and along the southwesterly line of Lots 9, 11, 13, 15, 17, and 19 as depicted on the aforementioned subdivision plan, a total distance of 1098.49 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set at the northwesterly corner of said Lot 19, said rebar is further described as being on the southeasterly line of land now or formerly of James and Patricia Hinds as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 7034, Page 325;

Thence S 44° 27' 48" W by and along the southeasterly line of land of said Hinds as described in the aforementioned deed, a distance of 1066.45 feet to a rebar found on said line;

Thence S 4° 46' 03" W, a distance of 20.74 feet to a rebar found at the most northerly corner of land of James Hinds as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 2774, Page 188;

Thence S 4° 46' 03" W by and along the easterly line of land of said James Hinds as described in said deed recorded at the Penobscot County Registry of Deeds in Volume 2774, Page 188, a distance of 777.11 feet to the northeasterly corner of a parcel of land described in a deed from Patricia L. Hinds to James W. Hinds, dated March 23, 2007 and recorded at the Penobscot County Registry of Deeds in Volume 10894, Page 280;

Thence S 87° 45' 00" W by and along the northerly line of land of said James W. Hinds as described in a the aforementioned deed, a distance of 124.17 feet to point on said line;

Thence S 2° 43' 27" W, a distance of 134.69 feet to a point;

Thence N 87° 16' 33" W, a distance of 91.48 feet to a point on the northwesterly line of said James W. Hinds as described in a the aforementioned deed;

Thence S 30° 45' 00" W by and along the northwesterly line of land of said James W. Hinds as described in a the aforementioned deed, a distance of 69.47 feet to an angle point;

Thence S 6° 38' 23" E by and along the westerly line of land of said James W. Hinds as described in a the aforementioned deed, a distance of 208.97 feet to a point on the northerly sideline of said Forest Avenue and the southwesterly corner of land of said Hinds as described in said Volume 10894, Page 280;

Thence N 88° 56' 06" E by and along the northerly sideline of said Forest Avenue, a distance of 200.00 feet to an iron rebar with a plastic cap stamped "PLS 1075" found at an angle point in the northerly sideline of said Forest Avenue;

Thence N 88° 59' 45" E by and along the northerly sideline of said Forest Avenue, a distance of 101.18 feet to the southwesterly corner of land now or formerly of Ricky and Betsy Brooks as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 5867, Page 116;

Thence N 1° 00' 15" W by and along the westerly line of land of said Brooks, a distance of 200.00 feet to the northwesterly corner of land of said Brooks;

Thence N 88° 59' 45" E by and along the northerly line of land of said Brooks as described in Volume 5867, Page 116 and Volume 10018, Page 7 of said Penobscot County Registry of Deeds, a distance of 257.00 feet to a point on the westerly line of land now or formerly of Henry O. Gagnon as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 10212, Page 128;

Thence N 1° 00' 15" W by and along the westerly line of land of said Gagnon, a distance of 91.00 feet to the northwesterly corner of land of said Gagnon;

Thence N 88° 59' 45" E by and along the northerly line of land of said Gagnon, a distance of 300.00 feet to the northeasterly corner of land of said Gagnon;

Thence S 1° 00' 15" E by and along the easterly line of land of said Gagnon, a distance of 291.00 feet to the point of beginning.

The above described lot or parcel of land containing 37.27 acres, more or less, is all of the premises described in a deed from Forest/Orono Associates, LLP to James W. Hinds, dated May 17, 2007 and recorded at the Penobscot County Registry of Deeds in Volume 10975, Page 19 and a portion of the premises described in a deed from Patricia L. Hinds to James W. Hinds, dated March 23, 2007 and recorded at the Penobscot County Registry of Deeds in Volume 10894, Page 289.

Bearings referenced herein are oriented to Grid North of the Maine State Coordinate System (East Zone); said coordinate system is referenced to the North American Datum of 1983. The above described parcel of land is based on a survey by PLISGA & DAY, Land Surveyors; said survey is further identified as Project No. 05168.

**LEGAL DESCRIPTION
A PORTION OF THE
JAMES W. HINDS PROPERTY
CONSERVATION EASEMENT PARCEL
IMMEDIATE PUBLIC ACCESS PARCEL
FOREST AVENUE
ORONO, MAINE
29.04 ACRE PARCEL**

A certain lot or parcel of land situated on the northerly side of Forest Avenue, so called, in the Town of Orono, County of Penobscot, State of Maine and being more particularly described as follows:

Beginning at a #6 rebar with an aluminum cap stamped "PLS 1030" set on the northerly sideline of said Forest Avenue, said rebar is further described as marking the southeasterly corner of land now or formerly of Henry O. Gagnon as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 10212, Page 128;

Thence N 88° 59' 45" E by and along the northerly sideline of said Forest Avenue, a distance of 200.00 feet to a point on said sideline;

Thence N 1° 00' 15" W, a distance of 589.07 feet to a point;

Thence S 89° 30' 49" E, a distance of 556.18 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set at the northwesterly corner of land now or formerly of Frank S. Alley and Mitchell Ruzzoli as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 8960, Page 112, said point is further described as being the southwesterly corner of Lot 5 as depicted on a plan entitled "Forest Hollow Subdivision", plans of which are recorded at the Penobscot County Registry of Deeds in Map File 2006-208 and 2006-209;

Thence N 6° 22' 52" W by and along the westerly line of Lots 5 and 7 as shown on the aforementioned subdivision plan, a distance 387.26 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set at the northwesterly corner of said Lot 7;

Thence N 27° 54' 59" W by and along the southwesterly line of Lots 9, 11, 13, 15, 17, and 19 as depicted on the aforementioned subdivision plan, a total distance of 1098.49 feet to a #6 rebar with an aluminum cap stamped "PLS 1030" set at the northwesterly corner of said Lot 19, said rebar is further described as being on the southeasterly line of land now or formerly of James and Patricia Hinds as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 7034, Page 325;

Thence S 44° 27' 48" W by and along the southeasterly line of land of said Hinds as described in the aforementioned deed, a distance of 741.34 feet to a point on said line;

Thence S 4° 04' 16" W, a distance of 638.48 feet to a point;

Thence S 0° 39' 40" E, a distance of 322.18 feet to a point;

Thence S 21° 40' 35" E, a distance of 182.36 feet to the northwesterly corner of land now or formerly of Henry O. Gagnon as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 10212, Page 128;

Thence N 88° 59' 45" E by and along the northerly line of land of said Gagnon, a distance of 300.00 feet to the northeasterly corner of land of said Gagnon;

Thence S 1° 00' 15" E by and along the easterly line of land of said Gagnon, a distance of 291.00 feet to the point of beginning.

The above described lot or parcel of land containing 29.04 acres, more or less, is a portion of the premises described in a deed from Forest/Orono Associates, LLP to James W. Hinds, dated May 17, 2007 and recorded at the Penobscot County Registry of Deeds in Volume 10975, Page 19.

Bearings referenced herein are oriented to Grid North of the Maine State Coordinate System (East Zone); said coordinate system is referenced to the North American Datum of 1983. The above described parcel of land is based on a survey by PLISGA & DAY, Land Surveyors; said survey is further identified as Project No. 05168.

PENOBSCOT COUNTY, MAINE


Register of Deeds