

RECREATIONAL TRAIL EASEMENT

GLENN A. YOUNG, ("Grantor"), single, with a mailing address of 2547 Essex Street, Orono, Maine 04473, for consideration paid, hereby grants to the **ORONO LAND TRUST**, ("Grantee"), having an address of 100 Bennoch Road, Orono, Maine 04473, a non-exclusive easement in accordance with 33 M.R.S.A. § 1581 et seq., over Grantor's property (the "Easement Area") situated easterly of Essex Street, Town of Orono, County of Penobscot, State of Maine, which Easement Area and property are described below:

A Recreational Trail Easement forty (40) feet in width, the boundaries being as follows:

BEGINNING at a point on the southeasterly line of property now or formerly owned by the Town of Orono, said property being on the southeasterly side of Essex Street, and being further described in a deed recorded in Book 2179, Page 100 of the Penobscot County Registry of Deeds, said point being approximately sixty (60) feet from the high water line of Pushaw Lake, as identified in March 1998 as having an elevation of one hundred sixteen and two tenths (116.2) feet.

The easterly limits of said easement to continue in a generally southerly direction along a line that is continuously sixty (60) feet from said high water mark, until such line reaches a point on the northerly line of land now or formerly owned by the State of Maine, as further described in a Warranty Deed from Leslie M. Weller and Donald P. Gould to the State of Maine, dated January 30, 1998 and recorded in Book 6590, Page 180 of said Registry of Deeds.

The westerly limits of said easement to follow a line continuously forty (40) feet distant from the easterly line described herein.

Meaning and intending to convey a Recreational Trail Easement on, in, over and across a portion of the property owned by Glenn A. Young, as described in a deed to the said Glenn A. Young in Book 7325, Page 1 in the said Penobscot County Registry of Deeds.

THE PURPOSE OF THIS EASEMENT is to permit the establishment and define the use of a recreational trail along and through the Easement Area.

THE PROVISIONS OF THIS EASEMENT shall run with the land.

TOGETHER WITH and hereby granting to Grantee, the right to construct, maintain, replace, relocate, repair and use within the Easement Area a public recreational trail (the "Trail"), together with signage, boardwalks, viewing platforms and other appurtenances which may be required for: (a) the trail's public recreational uses which may include pedestrian, bicycle, cross-country skiing, and other trail uses, as well as picnicking and nature observation; and (b) such other passive recreational uses as may now or in the future arise, subject, however, to and consistent with, the terms of this Easement and such rules which Grantee and Grantor may adopt from time to time in the interests of public safety and/or to protect the Easement Area.

TOGETHER WITH and hereby granting to Grantee an Easement across the Grantor's property in such locations as may be reasonably acceptable to Grantor from time to time for purposes of bringing in workers, vehicles and equipment for the aforesaid construction, maintenance, replacement, relocation and repair of the Trail and appurtenances.

TOGETHER WITH and hereby granting to Grantee the right within the Easement Area to periodically trim trees and to remove dead, diseased or fallen trees (including "leaners") and to selectively clear undergrowth.

GRANTOR RESERVES for himself all rights not specifically herein conveyed in the Easement Area, including, but not limited to, the right to cross said Easement Area by means of snowmobiles or all-terrain vehicles (ATVs).

BY ACCEPTANCE OF THIS EASEMENT, Grantee covenants and agrees as follows:

1. Grantee shall not construct or install maintenance improvements on the Easement Area without (a) prior written notification to Grantor; and (b) obtaining all required state, federal and/or local permits including the satisfaction of any applicable "Dig-Safe" requirements.

Any work or activity on or about the Easement Area shall be performed in a manner that does not create any increased surface water drainage problems on the Easement Area or for land adjoining the Easement Area. In the event that increased surface water drainage problems do occur on the Easement Area or on adjoining lands as a result of any work or activity caused by the Grantee under this Easement, Grantee, at its expense, shall immediately correct the water damage problems, and, if necessary, correct the drainage problem.

2. Grantee will work cooperatively with community groups, municipalities and other organizations to encourage responsible use of the trail and to perform periodic trail maintenance.
3. The Grantee agrees to indemnify and hold harmless the Grantor for any claims that might be made against the Grantor by Grantee's agents, employees, or members and sustained during the development, maintenance, or repair of the easement granted herein or the development, construction or repair of any improvements thereon.

In the event that any damage, destruction, cutting, dumping, or waste is committed by Grantee's agents, employees or members on Grantor's remaining real property during the development, maintenance, or repair of the easement granted herein, or the development, construction or repair of any improvements thereon, the Grantee agrees to take all necessary remedial measures to restore or repair said real property or to otherwise compensate the Grantor for the cost of remedying any and all such damages sustained.

Any failure to comply with these covenants and restrictions shall be grounds for an action by the Grantor, his heirs and assigns, against the Grantee, its heirs and assigns, to recover damages, or for injunctive relief, or both.

GRANTEE AGREES that it shall not have the right to assign its rights hereunder in whole or in part except that Grantee shall have the right, with Grantor's prior written consent which shall not be unreasonably withheld, to assign or otherwise transfer its right and obligations under this Easement in whole or in part to other not-for-profit or governmental entities (including municipalities) committed to developing and maintaining the trail.

ALL NOTICES and other communications given under this Easement shall be in writing and shall be delivered in person to the party to whom such is addressed, sent by certified mail, postage prepaid, or sent by nationally recognized overnight delivery service (e.g. Federal Express, UPS) addressed as follows:

If to Grantor: Glenn A. Young
2547 Essex Street
Orono, Maine 04473

If to Grantee: Orono Land Trust
100 Bennoch Road
Orono, Maine 04473

By notice, complying with the requirements of this paragraph, either party shall have the right to change the address for all future notices or other communications to such party; provided, however, that the designated change of an addresses or address, or both, by notice given hereunder shall not be effective until actually received by the other party. Notices effective upon receipt or addressee's refusal to accept.

Each of the terms, conditions and provisions of this Easement shall be deemed to be severable, and in the event any one or more of such terms, conditions or provisions shall be found to be unenforceable, the remainder of this Easement shall be in force to the maximum extent permitted under the law.

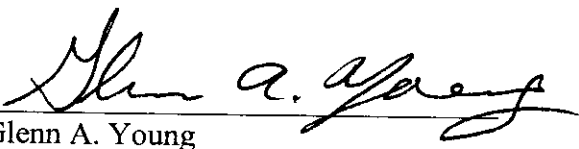
References to the terms "Grantee" and "Grantor" in this document shall also mean and include their respective successors and assigns, and where appropriate, their agents or representatives.

To have and to hold the said Easement and all rights granted hereunder to the said Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed by Glenn A. Young this 21st day of November, 2003.

Witness



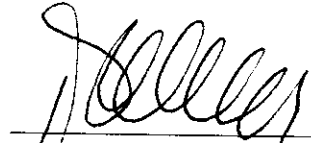

Glenn A. Young

STATE OF MAINE
PENOBSCOT, ss.

November 21st, 2003

Personally appeared the above-named Glenn A. Young and acknowledged the foregoing instrument to be his free act and deed.

Before me,



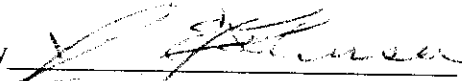
Notary Public/Attorney at Law
Printed Name:

BRIAN P. MOLLOY
Attorney At Law

ACCEPTANCE BY GRANTEE

Intending to be fully bound by the terms and provisions of this Recreational Trail Easement, Grantee hereby accepts delivery of and agrees to the terms of this Easement.

ORONO LAND TRUST

By 

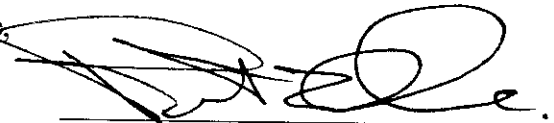
Its President
Duly Authorized

STATE OF MAINE
PENOBSCOT, ss.

~~December~~
November 9, 2003

Personally appeared the above-named Jeremy E. Johnson of the Orono Land Trust, and acknowledged the foregoing to be his free act and deed in his capacity and the free act and deed of the Orono Land Trust.


Before me,



Notary Public/Attorney at Law

Printed Name: Robert E. Miller

PENOBSCOT COUNTY, MAINE


Register of Deeds