

GRANT OF CONSERVATION EASEMENT

GLENN RAMPE AND NANCY RAMPE, husband and wife, both of Orono, County of Penobscot, State of Maine, (hereinafter referred to jointly and severally as the "GRANTORS," which word is intended to include, unless the context clearly indicated otherwise, the above-named Grantors, their heirs and assigns, any successors in interest to the Protected Property, and their executors, administrators and legal representatives),

GRANT as a gift to **ORONO LAND TRUST**, a non-profit corporation organized and existing under the laws of the State of Maine, with a mailing address of 100 Bennoch Road, Orono, Maine 04473 (hereinafter referred to as the "HOLDER" which word shall, unless the context clearly indicated otherwise, include 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., on land in the Town of Orono, Penobscot County, Maine, hereinafter referred to as the PROTECTED PROPERTY, and described on Exhibit A, attached hereto, made a part hereof by reference, exclusively for conservation purposes as follows:

-PURPOSE-

It is the purpose of this easement to provide significant public benefit by protecting and preserving forever the undeveloped state of the Protected Property, its availability for low-impact outdoor recreational use, nature observation, and education of the general public; and its viability as high quality wildlife habitat; as more particularly set forth hereinbelow:

WHEREAS, the Protected Property consists of thirty-eight (38) acres, more or less, of natural woodlands and wetlands that is important to the maintenance of the ecology of the area, and harbors a diversity of plant and animal life as well as a diversity of natural features and habitat, including upland forest and freshwater wetlands, marsh and perennial stream, comprising an expanse of substantially natural and undeveloped parcel of land that provides important wildlife habitat, and opportunities for low-impact outdoor recreation for the general public, contains an integral part of a large trail network in Orono; and

WHEREAS, the Protected Property is in close proximity to, and shares both scenic and ecological values with two significant vernal pools; and

WHEREAS, the Protected Property consists of a hardwood and softwood forest, and wetlands that are important to the maintenance of the integrated ecosystem of the area and harbor a diversity of plant and animal wildlife; and

WHEREAS, the Protected Property also lies in close proximity to several other permanently conserved lands, managed by the Holder, including Sklar Park and the Colburn Area; and

WHEREAS, the Protected Property, is subject to considerable development pressure for uses more intensive than those permitted in this Conservation Easement and that would have an adverse impact on the current diversity of wildlife habitat and public trail use; and

WHEREAS, under this Conservation Easement, the Protected Property will be forever preserved as scenic open space, and its riparian resources will continue to support high quality wildlife habitat;

NOW, THEREFORE, the Grantors and Holder, recognizing the outstanding and unique conservation importance of the Protected Property, have the common purpose of preserving its scenic, ecological, recreational, and productive value, by the conveyance of this Conservation Easement, consisting of the foregoing recitals and the following terms, covenants, restrictions and affirmative rights granted to Holder, which shall run with and bind the Protected Property in perpetuity.

-TERMS, COVENANTS AND RESTRICTIONS-

1. General Land Use.

The Protected Property may be used only for conservation, low-impact outdoor recreation, nature observation and study. No residential, industrial, quarrying, or mining activities are permitted on the Protected Property. No commercial activities are permitted on the Protected Property, except for commercial forestry and low-impact outdoor educational and recreational activities consistent with restrictions of this Conservation Easement.

The Protected Property may not be divided, subdivided, partitioned or otherwise conveyed in parcels, except that any part thereof may be transferred to and owned by a non-profit conservation organization or public agency for conservation or recreational purposes. Under no circumstance may the Protected Property be used to determine the gross lot size or in any way to increase the permitted density of development on land not subject to this Conservation Easement.

No dumping or burial of waste materials of any nature is permitted on the Protected Property, except that compost and other vegetative waste resulting from permitted uses of the Protected Property may be left to remain thereon, and other waste from permitted uses shall be contained in appropriate receptacles for removal at reasonable intervals.

2. Restrictions and Reserved Rights.

As of the date of this grant, the Protected Property is in a substantially unaltered natural state, with wetlands, marsh, natural grasslands, shrub/scrub open areas, and mixed woodlands. There are no surface alterations on the Protected Property except for trails. There are no structures on the Protected Property except for boundary markers, old fences, and an old stone wall.

No additional structures, temporary or permanent, no cutting or removal of vegetation, and no additional alterations to the surface of the earth are permitted on the Protected Property except to accomplish the following rights, reserved by Grantors, for themselves, their heirs and assigns:

- A. **General Land Use:** Except as expressly limited herein, Grantors reserve all rights as owners of the protected Property including the right to use the Protected Property for all purposes not inconsistent with this grant.
- B. **Structures:** Grantors reserve the right to locate on the Protected Property, only boundary markers and other minor structures that complement the natural features of the landscape and are designed and to enhance opportunities for low-impact outdoor recreation, nature observation and study, such as small unlighted signs, benches, boardwalk, railings, steps, gates, waste receptacles, outhouses, barriers or gates to discourage use by motor vehicles, protect fragile areas and public safety, not more than two tent platforms for non-commercial camping, temporary tents for non-commercial camping and events and concession stand to coincide with recreational facilities .
- C. **Surface Alterations:** Grantors reserve the right to alter the surface as necessary to accomplish the activities permitted herein, and the right to maintain the existing trails and to establish additional footpaths, and, with the prior written consent of Holder, to establish and maintain a small unpaved parking area to accommodate public use of the Protected Property, provided that the disturbed surrounding area must be restored to a condition consistent with the scenic character and conservation values of the Protected Property.
- D. **Vegetation Management:** Grantors reserve the right to selectively cut and prune shrubs and forest vegetation for the following non-commercial purposes:
 - 1) to accomplish the rights reserved in Section 2B. and 2C.;
 - 2) to cut firewood for personal use not to exceed five cords per year;
 - 3) to enhance the scenic character of the Protected Property, including the establishment of views from trails;

Grantors reserve the right, subject to the prior written approval of Holder, to selectively cut and prune shrubs and other vegetation for the following additional non-commercial purposes:

- 4) to create and maintain open areas to enhance wildlife habitat;
 - 5) to combat active fire and to reduce the threat of fire; and
 - 6) to control or prevent the spread of disease.
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Grantors also reserve the right to manage forested land for the growth and harvest of forest products having commercial value, by silviculturally sound selection cutting and pruning methods only, and in accordance with a Forest Management Plan prepared by a Registered Professional Forester. A copy of said plan, when prepared, shall be provided to the Holder. The plan must be designed to achieve the following:

- 1) to comply with the recommendation of then current Best Management Practices for the reduction of erosion and sedimentation of water bodies from logging activities, currently available in "Best Management Practices Field Handbook", published by the Maine Forest Service, September 1992, reprinted 1995;
- 2) to preserve the Protected Property's multiple conservation values, wildlife habitat, outdoor recreation and nature observation, soil and water conservation, and the maintenance of a healthy forest and wetland ecosystem;
- 3) to accommodate public use of the Protected Property permitted herein;
- 4) to prevent high-grading as a harvesting method; and
- 5) to develop and maintain over the entire forest a well-distributed stand of uneven age and naturally regenerating tree species.

Grantors shall provide Holder with a written Notice of Harvest at least 45 days prior to commencement of harvesting activities, which Notice shall include the location of the harvest, contemplated dates, a cutting plan, a plan for ingress and egress and reclamation of temporary woodsroads and timber landings, and a summary and time line for activities and practices, including required reclamation work, intended to achieve compliance with the forgoing requirements. Timber harvesting shall be conducted under the supervision of a licensed professional forester and under a written contract with competent operators, which contract shall specify relevant requirements for compliance with this Conservation Easement.

3. Public Use.

Grantors and Holder agree to refrain from taking any action to prohibit or discourage use of and access to the Protected Property by the general public for low-impact daytime non-motorized (except for motorized wheelchairs) outdoor recreation uses, such as fishing, walking, picnicking, 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. Grantors and Holder agree that motorized vehicles are prohibited except for those purposes agreed upon jointly in writing by Grantors and Holder consistent with this Grant. Grantors and Holder shall 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 Grantors' forestry operations. Such rules may be posted on the Protected Property.

Although the Protected Property is available for low-impact use by the general public, neither Grantors nor Holder are under any obligation to establish or maintain the structures, roadways, footpaths, or a parking area.

Grantors 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 amended and successor provision thereof (The Maine Recreational Use Statute), and under any other applicable provision of law and equity.

4. Holder's Rights.

- A. Holder shall have the right, but not the obligation, to co-manage the Protected Property with Grantors, for public use and all other conservation activities permitted under this Conservation Easement, pursuant to a jointly-established written management plan.
- B. Holder has the right to enter the Protected Property, at a reasonable time and in a reasonable manner that is consistent with the conservation purposes hereof, to survey the Protected Property, to inventory its ecological resources, to plan for and manage public recreational uses, to inspect for compliance with the terms of this Conservation Easement.
- C. Holder has the right to enforce the terms of this grant by actions as law or in equity, including the right to require restoration to its condition prior to any breach hereof.
- D. Holder has the right to require that Grantors' reserved rights be exercised in a manner that avoids unnecessary harm to the conservation values to be protected by this Easement.
- E. Holder has the right to assign this Conservation Easement, but only after consultation with Grantors, and only to an entity that as a condition of transfer agrees to uphold the conservation purposes of this grant, and satisfies the requirements of Section 170(b)(3) of the Internal Revenue Code of 1986, (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). This conservation easement shall not be extinguished by the doctrine of merger.

5. Conservation Easement Requirement Under Maine Law And U.S. Treasury Regulation.

- A. This Conservation Easement is created pursuant to The Uniform Conservation Easement Act at Title 33, Maine Revised Statutes Annotated, Section 476 through
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479-B, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine.

- B. This Conservation Easement is established exclusively for conservation purposes pursuant to the Internal Revenue Code, as amended (hereinafter referred to as the "Code") at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Section 2031 (c), 2055 and 2522, and under Treasury Regulations at Title 26 C.F.R. § 1.170a-14 *et seq.*, as amended.
 - C. The Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(B), as amended, and is a Qualified Organization Under Code Section 170(h)(3), to wit: A publicly-funded, non-profit 501(c)(3) organization operated primarily to accept lands, easements, and buildings for the purposes of preserving and protecting natural, scenic, educational, recreational and open space values of real property, having a commitment to protect the conservation purposes of the donation, and the resources to enforce the restrictions hereof.
 - D. This Conservation Easement is assignable, but only to a non-governmental entity that satisfies the requirement of Code Section 170(h)(3) (or successor provisions thereof), and the requirements of Section 476(2)(B) 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. In the event that such a qualified non-governmental transferee is not available, Holder has the right to transfer this Conservation Easement to a qualified governmental entity, after prior consultation with Grantors.
 - E. In accordance with Federal Regulations affecting qualified conservation contributions, this Conservation Easement, in Paragraph 2 and 6, requires Grantors 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.
 - F. 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 Property and assure compliance with the terms hereof, Holder and Grantors have prepared an inventory of the Property's relevant features and conditions (the "Baseline Data"), and will certify the same as an accurate representation of the condition of the Protected Property as of the date of this grant.
 - G. Grantors represent that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property, except any listed in Exhibit A, and subordinated to this grant. The rights of the Holder to enforce the terms, restrictions and covenants created under this easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of date. Holder's rights hereunder shall be paramount to any subsequently placed
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mortgage or lien, except with respect to Holder's right to monetary damages based upon a violation that occurs subsequent to recording of such mortgage or lien. Holder may execute limited subordination to this effect upon request by Grantors.

- H. This Conservation Easement constitutes a property right owned by the Holder. Notwithstanding that this Conservation Easement is an obligation, and not a financial asset, should it be extinguished, which may be accomplished only by court order, Holder is entitled to a share of the proceeds of any sale, exchange or involuntary conversion of the unrestricted property, according to Holder's proportional interest in the Protected Property as determined by Treasury Regulations 1.170-A-14 (g)(6)(ii). Holder's proportional interest is determined as of the date of this grant and will not include value attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

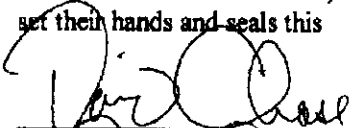
6. **General Provisions.**

- A. **Notices:** Any notices or request for approval required or contemplated hereunder shall be made by certified mail, return receipt requested, addressed to Orono Land Trust, 100 Bennoch Road Orono, ME 04473, or to such other person or address designated in writing by Holder. Grantors' notices must include sufficient information to enable Holder to determine whether Grantors' plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof.
- B. **Taxes:** Grantors are responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Holder's rights hereunder.
- C. **Maintenance and Insurance:** Grantors are responsible for ownership control, management, operation, maintenance, and upkeep of the Protected Property, and all costs thereof, except for those activities undertaken and costs incurred by Holder pursuant to Paragraphs 3, 4.A., and 4.B., and will, 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 claims for damages which arise from the negligent act or misconduct of Grantor, its assignees, employees or agents, or as may arise out of it workers' compensation obligations. Grantors shall secure and keep in force a general public liability insurance policy covering the Protected Property with a combined single liability limit of not less than \$300,000.
- D. **Owners' Obligation:** A person's obligation hereunder as a Grantor or successor owner will cease, with respect to the Protected Property, if and when such person or entity ceases to have any present, partial, contingent, collateral or future interest in the Protected Property, but only to the extent that it is in compliance herewith.
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Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer.

- E. **Boundary Maintenance:** The boundaries of the Protected Property must be adequately marked and maintained to permit Holder to carry out its responsibilities hereunder. At Holder's request in writing, the location or condition of boundary shall be re-established by survey and/or marked by brushing out or other means consistent with the purposes of this grant. The cost of such work shall be borne by Holder.
- F. **Baseline Data:** In order to establish the present condition of the Protected Property and its natural and scenic resources and its traditional landscape qualities, so as to be able to monitor properly future uses of the Property and assure compliance with the terms hereof, Holder and Grantors are preparing an inventory of the Property's relevant features and conditions (the "Baseline Data"), and will certify the same as an accurate representation of the condition of the Protected Property as of the date of this grant.
- G. **Proceeds:** This Conservation Easement constitutes a property right owned by the Holder. Notwithstanding that it is an obligation and not a financial asset, should it be extinguished, which may be accomplished only by court order, Holder is entitled to a share of the proceeds of any sale, exchange or involuntary conversion of the unrestricted property, according to Holder's proportional interest in the Protected Property as determined under Treasury Regulations 1.170-A-14 (g)(6)(ii).
- H. **Counterpart:** The parties may execute this instrument in counterparts, which shall in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument against any party who has signed it, and the text of one with the signature pages of each counterpart may be recorded, and shall be controlling in the event of any disparity.

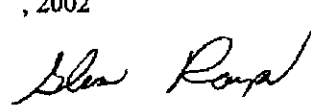
IN WITNESS WHEREOF, the said Grantors, Glenn Rampe and Nancy Rampe, have hereunto set their hands and seals this 13th day of December, 2002



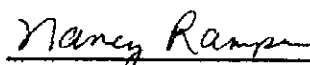
 Witness



 Witness



 Glenn Rampe



 Nancy Rampe

STATE OF MAINE
COUNTY OF PENOBSCOT, ss.

December 13, 2002

Personally appeared the above-named Glenn Rampe and Nancy Rampe, acknowledged the foregoing instrument to be their free act and deed.

Before me,



Notary Public/Attorney

David A. Chase
(Please type or print name of notary)

My commission expires:

kz/rampe.gcc

EXHIBIT A

That portion of the following described property that lies easterly of the lot acquired by the State of Maine for Interstate 95 by Notice of Layout and Taking dated October 7, 1959 recorded in Volume 1707, Page 382:

Beginning at the northwesterly corner of the land described in deed of Edmund S. Oshetsky and Irene Z. Oshetsky to Jacqueline M. Sivik and Anthony A. Sivik dated June 16, 2000 recorded in Penobscot County Registry of Deeds Volume 7400, Page 4; thence along the westerly line of said Sivik, South 23° 02' 42" West 145.09 feet to the northwesterly corner of other land of Sivik as described in Volume 2569, Page 135; thence along the westerly line of said other land of Sivik, South 23° 02' 42" West 129.73 feet to the northwesterly corner of land of B. Keith Kennedy as described in Volume 7353, Page 291; thence along the westerly line of said Kennedy, South 23° 02' 42" West about 389 feet to the southerly line of Parcel No. 2 as described in deed of Currie & Casino Oil to Webber-Frost Land Co. dated July 1, 1966 recorded in Volume 2065, Page 360; thence westerly by and along the southerly line of said Webber-Frost Land Co. and 3375 feet to the southwest corner of said Webber-Frost Land Co.; thence northerly along the westerly line of said Webber-Frost Land Co. and 667 feet to the northwesterly corner thereof; thence easterly along the northerly line of said Webber-Frost Land Co. about 3250 feet to the point of beginning.

Being a portion of Parcel No. 2 as described in deed of Currie & Casino Oil Co. to Webber-Frost Land Co. dated July 1, 1966 recorded in Volume 2065, Page 360.

Being a portion of the premises described in a deed from Webber Oil Company to Glenn and Nancy Rampe dated September 27, 2000 and recorded in Penobscot County Registry of Deeds Book 7484, Page 69.

Excepting and reserving from the above described lot the following described parcels:

PARCEL ONE: That property conveyed by Glenn and Nancy Rampe to B. Keith Kennedy by deed dated November 1, 2001 and recorded in the Penobscot County Registry of Deeds in Volume 7944, Page 333.

PARCEL TWO: Also excepting and reserving to Glenn and Nancy Rampe from the above described premises the following described lot:

A certain lot or parcel of land situated at Edgewood Circle in the Town of Orono, County of Penobscot, State of Maine, bounded and described as follows, to wit:

Beginning at an iron pin at the most westerly corner of Lot 2 according to a Subdivision Plan of Edgewood Circle for B. Keith Kennedy dated June 1, 2000 and recorded in Penobscot County Registry of Deeds Plan File 2000-73;

Thence N 55-19 W by and along the extension of the southerly line of said Lot 2 according to said Subdivision Plan one hundred seventy (170) feet to an iron pin set;

Thence N 23-57 E two hundred thirty-six and four tenths (236.4) feet to an iron pin set;

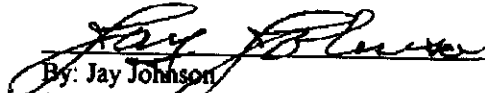
Thence S 55-23 E one hundred seventy (170) feet to an iron pin at the common corner of Lot 1 and Lot 2 according to said Subdivision Plan;

Thence S 23-58 W by and along the westerly line of said Lot 2 two hundred thirty-six and six tenths (236.6) feet to the point of beginning, containing 39,508 square feet or 0.91 acres, more or less.

HOLDER'S ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by ORONO LAND TRUST, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Jay Johnson its president, hereunto duly authorized, this 16 day of Dec, 2002

ORONO LAND TRUST

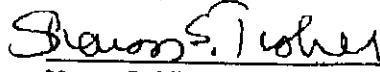

By: Jay Johnson
its: President

STATE OF MAINE
COUNTY OF Penobscot, ss.

,2002

Personally appeared Jay Johnson the President and authorized representative of the above-named Holder, Orono Land Trust, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,


Notary Public (Commission) ATTON NEX

SHARON S. FISHER
(Please type of print name of notary)

My commission expires:


tca/frampe.holderacc

PENOBSCOT COUNTY, MAINE


Register of Deeds

**Agreement Regarding Snowmobile Use
On Rampe Easement
Orono, Maine**


The Grantors, Glenn and Nancy Rampe, and the Orono Land Trust, agree pursuant to section 3 of the Grant of Conservation Easement dated December 13, 2002 that, until either party deems it necessary to amend this agreement, snowmobiles are permitted on the Rampe Easement on the trail that enters the property through the right of way across the Sivic land at the junction of Frost Lane and Erin Drive. They are also permitted on the trail that heads south from the approximate end of the aforementioned trail closest to 195.



Glenn Rampe



Nancy Rampe


The Orono Land Trust
By Jeremy Johnson, Its President