

CONSERVATION EASEMENT

on

The Town Farm, Spurwink Road, Cape Elizabeth

The Town of Cape Elizabeth, a municipal corporation organized under the law of the State of MAINE, (the "Grantor") its successors and assigns, any successors, HEREBY GRANTS to the CAPE ELIZABETH LAND TRUST, a non-profit corporation organized and existing under the laws of the State of Maine with a mailing address of Box 265, Cape Cottage, Cape Elizabeth, Maine 04107 (the "Holder") and its successors and/or assigns, With QUITCLAIM COVENANT, for a term of **fifty (50) years**, (the "Term") the following described Conservation Easement on approximately one hundred fifty (150) acres of land on the westerly side of Spurwink Road, in the Town of Cape Elizabeth, Cumberland County, Maine, being a portion of the property devised to the Town of Cape Elizabeth under the 1825 Will of Thomas Jordan "in fee and in trust for the poor of said Town forever." The premises were conveyed by the Town as Trustee pursuant to the Will of Thomas Jordan to the Town free from the imposition of the Trust, as authorized by Cumberland County Superior Court Consent Judgement in the consolidated matter of Carpenter v. Town of Cape Elizabeth and Town of Cape Elizabeth v. Carpenter, Docket Nos. CV-91-1183 and CV-91-1243 (the "PROTECTED PROPERTY") and more particularly described in Exhibit "A", attached hereto, and made a part hereof by reference, exclusively for conservation purposes as follows:

INTRODUCTION

It is the purpose of this Conservation Easement to preserve and protect for a term of **fifty (50) years** (the "Term") the natural character of the Protected Property and its scenic beauty, for (i.) its scenic vistas, (ii.) its open space, (iii.) passive outdoor recreation by the general public as limited herein and (iv.) wildlife values.

The following terms, covenants, restrictions and affirmative rights are hereby granted to Holder, whose rights shall run with the Protected Property for the Term:

I. RESTRICTIONS

Commercial or industrial uses (except for agricultural) are prohibited on the Protected Property. Quarrying, mining, stripping of loam or other soil strata, and landfill activities are also prohibited on the Protected Property. The following uses are also prohibited: placement or use of trailers or campers, placement of antennae or telecommunications apparatus, use of any All Terrain Vehicles or motorcycles, placement of tents, building of fires, possession or use of alcohol or drugs, and placement of seasonal structures.

II. STRUCTURES AND SURFACE ALTERATIONS AND RIGHTS RESERVED TO GRANTOR

A. As of the date of this grant, the only structures on the Protected Property are certain structures leased to or owned by the Portland Water District (as depicted on Exhibit B) and related improvements. Grantor expressly reserves the following rights:

1. To maintain, improve, enlarge, remove and replace existing structures and any utilities related thereto and to construct structures, outbuildings and facilities including any utilities related thereto to be used for purposes consistent with and allowed pursuant to the Grantor's lease with the Portland Water District dated May 1, 1985 as such Lease may be extended or amended.
2. To conduct passive agricultural uses on the Protected Property by selective cutting, tilling, planting, growing and harvesting of crops in order to provide a sustainable yield in conformance with sound agricultural practices and which shall be done in such a manner as to preserve the scenic character and vistas and environmental sensitivity of the Protected Property and so as not be detrimental to the conservation purposes of this Easement;

B. No dumping, storage or burial of waste materials of any nature is permitted on the Protected Property.

III. PUBLIC ACCESS

- A. Grantor may develop written rules and regulations for public use, and control, limit or prohibit, by posting and other means, any other uses.
- B. Grantor may agree in writing to further restrict access to the Protected Property or part thereof, but only to the extent and duration necessary to assure safety, or to preserve important ecological, habitat and conservation values of the Protected Property.
- C. Grantor has the right to post boundaries with appropriate signage to prohibit hunting, trapping and specified motorized vehicles on the protected property.
- D. Grantor has the right to construct, maintain, repair and replace informational or instructional signs.
- E. 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 amended and successor provision thereof (The Maine Recreational Use Statute), and under any other applicable provisions of law and equity.

IV. VEGETATION MANAGEMENT