

July 10, 2023

Erin Zwirko
Director of Planning and Development
200 Main Street
Yarmouth, Maine 04096

Wendi Holden, Chair
Yarmouth Planning Board
200 Main Street
Yarmouth, Maine 04096

Dear Erin Zwirko and Members of the Planning Board,

On behalf of Yarmouth Community Service and the Town of Yarmouth I respectfully request that you please review the attached Shoreland Zone application for renovation to the trail system at Spear Farm Estuary Preserve. The project involves upgrading existing bog bridging to 4-foot-wide pipe support boardwalk in four wetland crossing locations; gravel hardening several sections of upland trail in place of existing bog bridging; and replacing wetland bog bridging on the maintenance/emergency access route with a gravel hardened crossing and a 7-foot-wide bridge. We've received a Tier 1 NRPA Permit from the Maine DEP and are in the process of applying for a General Permit from the Army Corps of Engineers.

The following documents are included in the application:

1. Shoreland Zone Application Form
2. Project Narrative
3. Erosion and sedimentation control plan
4. Figure 1-5
 - a. Figure 1 :Location Map
 - b. Figure 2: Site Plan
 - c. Figure 3: Boardwalk Wetland Crossing Typical
 - d. Figure 4: Crossing Design for WC-3
 - e. Figure 5: Crossing Design for WC-8
5. Appendix A: Right, Title, and Interest
6. Appendix B: Photo Log
7. Appendix C: Clearance Letter from MHPC, Maine DEP Tier 1 NRPA Permit, and Letter from RRCT (CE holder)

Thank you for your time in reviewing this application and please feel free to reach out with any questions.

Respectfully,

Erik Donohoe

Erik Donohoe

Parks Specialist, Yarmouth Community Services

207-846-2406

edonohoe@yarmouth.me.us

TOWN OF YARMOUTH

200 Main Street

Yarmouth, Maine 04096

(207)846-2401

WWW.YARMOUTH.ME.US

Fax: (207)846-2438

SHORELAND ZONING PERMIT APPLICATION

PERMIT # _____ ISSUE DATE _____ FEE AMOUNT _____

Date: _____ Zoning District _____ Map _____ Lot _____ Ext _____

APPLICANT NAME: _____ PHONE NO: _____

MAILING

ADDRESS: _____ e-mail _____

OWNER (other than applicant)

NAME: _____ PHONE NO: _____

MAILING

ADDRESS: _____ e-mail _____

CONTRACTOR

NAME: _____ PHONE NO: _____

MAILING

ADDRESS: _____ e-mail _____

PROPERTY

LOCATION: _____

Applicant must also include a narrative of the project including a description of all proposed construction, (E.G. Land clearing, road building, septic systems and wells – Please note: A site plan sketch is required on a separate sheet of paper no less than 11" x 17" or greater than 24"x36"

Please note: Plan set must be bound (not rolled) with a cover sheet and index.

Proposed use of project: _____

Estimated cost of construction _____

Lot area (sq. ft.) _____

Frontage on Road (FT) _____

SQ. FT. of lot to be covered by non-vegetated surfaces _____

Elevation above 100 YR Flood Plain _____

2,800' frontage on Royal River Estuary

Frontage on water body (FT) _____ 3,000' frontage on unnamed freshwater pond

Height of proposed structure _____

Existing use of property_____

Proposed use of property_____

Note: NEXT Questions apply only to expansions of portions of existing structures that are less than the required setback.

- A) Total building footprint area of portion of structure that is less than required setback as of 1/1/89:_____SQ.FT.
- B) Actual shore setback of existing structure proposed for expansion (measured as required in SOD, e.g.: Highest Annual Tide; Upland Edge of Coastal Wetland; Top of Bank (RP); Normal High Water Line of rivers and streams; as applicable): _____
- C) Building footprint area of expansions of portion of structure that is less than required setback from 1/1/89 to present: _____SQ.FT.
- D) Building footprint area of proposed expansion of portion of structure that is less than required setback: _____SQ.FT.
- E) % Increase of building footprint of previous and proposed expansions of portion of structure that is less than required setback since 1/1/89: % increase = $((C+D) \times 100) / A =$ _____%
- F) Floor Area and Market Value of Structure prior to improvements: (a) Area:_____ Value:_____. Floor Area and Market Value of portions of Structure removed, damaged or destroyed: (b) Area:_____ Value:_____. If the floor area or market value of (b) exceeds 50% of the area or value of (a), then the Relocation provisions of Article IV.R.5.a.(3) and (4) shall apply. **Note:** A value appraisal may be required or submitted in close cases where the applicant asserts that that 50% trigger and relocation assessment provision is not met. **Any plan revisions after initial approvals to replace rather than renovate building components (foundations, framing, etc.) shall be required to re-calculate the extent of removal, damage or destruction relative to retained structure.**
- ☐ Please provide a site plan to include lot lines, area to be cleared of trees and other vegetation; the exact position of proposed structures, including decks, porches, and out buildings with accurate setback distances from the shoreline, side and rear property lines; the location of proposed wells, septic systems, and driveways; and areas and amounts to be filled or graded. If the proposal is for the expansion of an existing structure, please distinguish between the existing structure and the proposed expansion.
- ☐ Note: For all projects involving filling, grading, or other soil disturbance you must provide a soil erosion control plan describing the measures to be taken to stabilize disturbed areas before, during and after construction.
- ☐ Draw a simple sketch showing both the existing and proposed structures with dimensions.

SHORELAND ZONING PERMIT CHECKLIST

Please note that this checklist is intended to help applicants identify major submittal components but it is the applicant's responsibility to review the SOD/RP provisions outlined in Chapter 701 of the Yarmouth Code and provide all required information as well as conform to all design components. Copies of Chapter 701 are available at the Yarmouth Town Hall or can be downloaded on the Town website which is www.yarmouth.me.us.

- ☐ Complete Shoreland Zoning Permit application including signatures of property owners and agents.
- ☐ Appropriate fee.
- ☐ Square footage of lot area within the 250' SOD
- ☐ Square footage and % of lot covered by non-vegetated surfaces within the SOD
- ☐ Square footage and % of cleared area within lot area within the SOD
- ☐ Delineation of 75' setback from upland edge of the coastal wetland
- ☐ Delineation of 250' SOD line from upland edge of the coastal wetland.
- ☐ Delineation of Resource Protection District
- ☐ Height of any proposed structures as measured between the mean original grade at the downhill side of the structure and the highest point of the structure
- ☐ Building elevations of any proposed structures as viewed from side and rear lot lines
- ☐ % Increase of expansions of portion of structure which is less than the required setback (if applicable)
- ☐ Floor Area and Market Value of Structure prior to improvements: (a) Area: _____ Value: _____. Floor Area and Market Value of portions of Structure removed, damaged or destroyed: (b) Area: _____ Value: _____.
- ☐ Elevation of lowest finished floor to 100 year flood elevation
- ☐ Evidence of submission of the application to the Maine Historic Preservation Commission (MHPC) at least twenty (20) days prior to the Planning Board meeting as required in Article IV.R.O
- ☐ Copy of additional permit(s) if applicable:
 - Planning Board (e.g. Subdivision, Site Plan Review)
 - Board of Appeals
 - Flood Hazard
 - Exterior plumbing permit (Approved HHE 200 Application Form)
 - Interior plumbing permit
 - DEP permit (Site Location, Natural Resources Protection Act)
 - Army Corps of Engineers Permit (e.g. Sec. 404 of Clean Waters Act)
- ☐ Please circle all habitat types, marine organisms and shoreline elements present:
(Sand beach) (boulder/cobble beach) (sand flat) (mixed coarse & fines) (salt marsh)
(ledge) (rocky shore) (mudflat) (sediment depth if known) (Bluff/bank) (Mussels) (clams)
(marine worms) (rockweed) (eelgrass) (lobsters) (other _____)
- ☐ Signs of intertidal erosion? (Yes) (no)
- ☐ Energy: (protected) (semi-protected) (partially exposed) (exposed)
- ☐ Copy of deed
- ☐ Soil erosion control plan
- ☐ Photographs
- ☐ Plan view

NOTE: Applicant is advised to consult with the CEO and appropriate state and federal agencies to determine whether additional permits, approvals, and reviews are required.

CONDITIONS OF APPROVAL

The property shown on this plan may be developed and used only as depicted on this approved plan. All elements and features of the plan and all representations made by the applicant concerning the development and use of the property which appear in the record of the Planning Board proceedings are conditions of approval. No change from the conditions of approval is permitted unless an amended plan is first submitted to and approved by the Planning Board.

I certify that all information given in this application is accurate. All proposed uses shall be in conformance with this application and the Town of Yarmouth Shoreland Regulations in the Zoning Ordinance. I agree to future inspections by the Code Enforcement Officer / Planning Director / Planning Board members (as applicable) at reasonable hours and with advance notice.

“I authorize appropriate staff within the Yarmouth Planning Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to collect facts pertaining to my application.”

Applicant Signature _____

Date _____

Agent Signature Erik Donohoe
(if applicable) _____

Date 3/28/2023 _____

Code Enforcement Officer _____

DATE OF APPROVAL / DENIAL OF APPLICATION _____
(by either staff or planning board)

Project Narrative:

This Shoreland Zoning Permit Application is for proposed improvements to the existing trail system for Spear Farm Estuary Preserve. There is no expansion or relocation planned for the trail system.

The scope of work is as follows:

- Replace bog bridging in 4 wetland crossing locations with raised pipe support wooden boardwalks.
- Replace bog bridging in 1 wetland crossing location and 3 upland trail sections with gravel hardened trail.
- Replace bog bridging in 1 wetland crossing location with a 7-foot-wide raised bridge.

The 51-acre Town owned preserve consists of three contiguous parcels acquired by the Town of Yarmouth at different times:

- September 2004, the Town of Yarmouth acquired the original 35-acre parcel from The Trust for Public Land
- December 2005, an additional 13 acres were acquired from Geoffrey Spear
- December 2011, 2.87 acres of abutting salt marsh and shoreline to the north of Phase 1 was gifted to the Town by Robert Cattell.

As part of the project, the two larger parcels were protected by two separate conservation easements held by RRCT and two separate project agreements with the Land for Maine's Future Program. All development proposed in this permit application complies with the restrictions set forth in the conservation easements and project agreements.

Improvements to the trails were made between 2004 and 2018 on the existing footprint of trails and woods roads that were already present on the property. Existing improvements have been sufficient to provide public access for a majority of users, however, existing bog bridging is difficult to navigate and unsafe for less mobile users. Upgrading the existing bog bridge wetland crossings to 4-foot-wide raised pipe support boardwalks will provide improved and safer access for the public, while directing them in such a way as to limit the resource impacts caused by high visitor use. The 4-foot-width is the Town's standard width for raised pipe support boardwalks and considered the safe minimum width for a raised structure, particularly when covered in packed snow and ice.

The property has just over a mile of trails within the SOD. The primary purpose of the trails and existing associated structures is to provide public access both visually and directly to the Royal River Estuary and to the property's impounded freshwater pond, therefore the trails and associated development are considered a Functionally Water Dependent Use and no setback distances are required. Existing structures within the SOD include a wildlife blind, a picnic table, two benches, three bridges, 143 linear feet of bog bridging, and an earthen dam constructed by the U.S. Fish and Wildlife Service in 1965 to improve wading bird and waterfowl habitat.

There is no additional tree clearing or vegetation removal associated with the proposed trail improvements beyond the brushing of the trail system that already occurs on a regular basis.

Erosion control BMP's will be in place prior to any soil disturbance and installed in accordance with Maine Erosion and Sediment Control Best Management Practices (BMPs) (latest edition).

Erosion and sedimentation control plan

Prior to soil disturbance the following sediment and erosion control measures will be employed to standards as outlined by the MDOT Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices and Yarmouth Code of Ordinances Chapter 601 Subdivision, Technical Appendix D Erosion and Sedimentation Control Standards. Soil disturbance will be minimized to the extent practicable by construction methods.

Erosion control BMP's used will be erosion control mix berms or filter socks:

Erosion Control Mix Berm: The erosion control mix shall be well-graded with an organic component that is between 50 and 100% of dry weight, and that is composed of fibrous and elongated fragments. The mineral portion of the mix should be naturally included in the product with no larger rocks (>4") or large amounts of fines (silts and clays). In stump grinding, the mineral soil originates from the root ball and should not be removed before grinding. The mix should be free of refuse, material toxic to plant growth or unsuitable material (bark chips, ground construction debris or reprocessed wood products).

1. The erosion control mix berm should be a minimum of 12" high and a minimum of two feet wide. On longer or steeper slopes, the berm will need to be wider and higher.
2. Erosion Control Mix Berms will not be removed at the end of construction unless used to spread on and stabilize disturbed soil.

Filter Socks: To be used for small, disturbed areas and in low flow drainage swales, where there are limited protruding roots.

Site Stabilization

Stabilization measures listed below will be applied to all disturbed areas that will not be actively worked for more than 14 days. Within 75 feet of wetlands stabilization measures will be applied to slopes that will not be actively worked for more than 7 days or prior to rain events. Disturbed areas within 100-feet of streams or vernal pools, will be stabilized within 48 hours of initial soil disturbance. Other disturbed areas where active work is completed will be stabilized as soon as possible, prior to rain events, and no later than 7 days after completion of work.

A. Hay, Straw, and Mulch.

1. Hay, straw, and mulch shall be free from primary noxious weed seeds.
2. Application rate should be 2 bales (70-90 pounds) per 1000 square feet or 1.5 to 2 tons (90-100 bales) per acre and must be evenly distributed.
3. Anchoring should be provided in areas with strong wind or on slopes greater than 5%

4. Hay mulch should be limited to slopes flatter than 2:1 unless short (less than 10 feet), and in non-seepage areas. Another measure should be used on steeper slopes with a high runoff potential.
5. Anchoring can be accomplished by punching, crimping the mulch into the soil or tracking with a punch-roller or a knife blade roller. Walking and punching with a spade or shovel may be practicable.

B. Erosion Control Mix

1. Used for stabilization of slopes up to 1:1.
2. Erosion control mix shall be well-graded with an organic component that is between 50 and 100% of dry weight, and that is composed of fibrous and elongated fragments. The mineral portion of the mix should be naturally included in the product with no larger rocks (>4") or large amounts of fines (silts and clays). In stump grinding, the mineral soil originates from the root ball and should not be removed before grinding. The mix should be free of refuse, material toxic to plant growth or unsuitable material (bark chips, ground construction debris or reprocessed wood products).
3. Apply a thickness of 2 inches on 3:1 slopes or less and add an additional 1/2 inch per 20 feet of slope or up to 4 inches for a 100 foot slope. On slopes greater than 3:1, 4 inches or more of material is recommended; and if slopes are greater than 60 feet long, 5 inches are needed.
4. Erosion Control mix must be distributed evenly with a hydraulic bucket, pneumatic blower, or by hand

- C. Seed for stabilization: Re-vegetation is the preferred method for stabilizing disturbed areas and can be used on slopes less than 2:1, and on slopes up to 1:1 which are less than 6 feet long. Mulch will be applied on seeded areas within 48 hours after seeding.

APPENDIX A:

Right, Title, and Interest

Grantee	Grantor	Book	Page	File Date	Type
Town of Yarmouth Maine	The Trust for Public Land	21771	19	9/10/2004	Deed
State of Maine, Department of Conservation	Town of Yarmouth	21771	22	9/10/2004	Project Agreement
Friends of the Royal River, Currently RRCT	Town of Yarmouth	21771	28	9/10/2004	Conservation Easement
Friends of the Royal River, Currently RRCT	Town of Yarmouth	23520	145	12/21/2005	Conservation Easement
Town of Yarmouth	Geoffrey Spear	23520	131	12/21/2005	Deed
State of Maine, Department of Conservation	Town of Yarmouth	23520	136	12/21/2005	Project Agreement
Town of Yarmouth	Geoffrey Spear	26312	5	9/2/2008	Pedestrian Easement
Town of Yarmouth	Robert Catell	29241	69	12/29/2011	Deed

QUITCLAIM DEED WITH COVENANT

KNOW ALL MEN BY THESE PRESENTS, that **THE TRUST FOR PUBLIC LAND**, a California public benefit corporation with a principal place of business at 377 Fore Street, 3rd Floor, Portland, Maine 04101 (herein referred to as "Grantor") in consideration of ONE DOLLAR (\$1.00) and other valuable consideration paid to it by the **TOWN OF YARMOUTH**, with an address of 200 Main Street, Yarmouth, Maine 04096 (herein referred to as "Grantee"), the receipt whereof is hereby acknowledged, does hereby **GIVE, GRANT, BARGAIN, SELL AND CONVEY WITH QUITCLAIM COVENANT** unto the said Town of Yarmouth, and its successors and assigns, the following described premises:

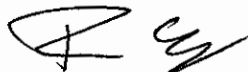
SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

THIS PROPERTY HAS BEEN ACQUIRED with funds from a Federal financial assistance award. Title of the property conveyed by this deed shall vest in the Town of Yarmouth subject to the condition that the property be managed for conservation purposes, consistent with the purposes for which it was entered into the Coastal and Estuarine Land Conservation Program ("CELCP"), and shall not convert to other uses. In the event the property is sold, exchanged or converts to other uses, the National Oceanic and Atmospheric Administration ("NOAA") or its successor agencies shall consult with the recipient before deciding to exercise any of the rights regarding disposition of the property and reimbursement of the Federal Government. The Town of Yarmouth shall not dispose of or encumber its title or other interests in this property without the approval of NOAA or its successor agencies.

THE PREMISES HEREIN CONVEYED is being acquired by Grantee with funds, in part, from the Land for Maine's Future Fund in accordance with the Land for Maine's Future Act, at Title 5, Maine Revised Statutes Annotated, Chapter 353, as amended, and P.L. 1999, c. 514, Sec. A-6, and pursuant to a Project Agreement between the Land for Maine's Future Board, the State of Maine, acting by and through its Department of Conservation, Bureau of Parks and Lands, and the Grantee, said Project Agreement to be recorded herewith. The premises is being acquired by the Grantee, a cooperating entity designated by the Land for Maine's Future Board, to assure permanent preservation of the premises and its availability for public outdoor recreation in accordance with the foregoing statutory purposes and the express conditions and limitations set forth in said Project Agreement, RECORDED HERewith IN BOOK 21771, PAGE 22. SMT

IN WITNESS WHEREOF, The Trust for Public Land has hereunto set its hand and seal this ____ day of September 2004.

THE TRUST FOR PUBLIC LAND



Witness IAN Cleary



Samuel M. Hodder
Senior Project Manager

ACKNOWLEDGMENT

State of Maine

County of Cumberland

}
}
} ss.
}

Date: September 10, 2004

Then personally appeared before me the above-named Samuel M. Hodder, Senior Project Manager of The Trust for Public Land, and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of The Trust for Public Land.

[SEAL]

Susan S. Osborne

Notary Public:

My commission expires:

SUSAN S. OSBORNE
Notary Public, Maine
My Commission Expires November 1, 2005

SEAL

SCHEDULE A

A certain parcel of land situated on the southwesterly side of Bayview Street, in the Town of Yarmouth, County of Cumberland, State of Maine as shown on a plan entitled "Boundary Survey on Bayview Street, Yarmouth, Maine Made for Geoffrey R. Spear" dated June 20, 2002 by Owen Haskell, Inc., being bounded and described as follows:

Beginning on the assumed southwesterly sideline of Bayview Street at a capped 5/8 inch iron rod set and land now or formerly of Cynthia R. Catell, reference Cumberland County Registry of Deeds Book 14145, Page 295;

Thence S 41° 40' 42" E along said assumed sideline 742.18 feet;

Thence S 50° 44' 50" W, 4.40 feet to a 1" iron pipe found;

Thence continuing S 50° 44' 50" W 215.25 feet to a capped iron rod set;

Thence S 47° 15' 32" W 238.10 feet to a capped iron rod set;

Thence continuing S 47° 15' 32" W 164.48 feet to a capped iron rod set;

Thence continuing S 47° 15' 32" W 350.00 feet;

Thence S 7° 03' 36" W 381.63 feet to a capped iron rod set;

Thence continuing S 7° 03' 36" W 20' ± to the high water mark of Royal River;

Thence northwesterly, northerly and northeasterly by said high water mark of Royal River to land of said Catell;

Thence N 58° 53' 35" E along land of said Catell 160 feet, more or less to a granite monument found, said monument being located N 7° 22' 01" W and a distance of 1209.64 feet from the last mentioned iron rod set;

Thence N 48° 23' 35" E along land of said Catell 576.92 feet to the Point of Beginning.

Also all my right, title and interest in and to the land and flats between high water mark and the thread of Royal River lying between the easterly and westerly boundaries of said land projected to the thread of said River.

Meaning and intending to convey the same premises as conveyed to The Trust for Public Land by Warranty Deed of Geoffrey R. Spear dated May 10, 2004 and recorded in the Cumberland County Registry of Deeds in Book 21257, Page 43.

Received
Recorded Register of Deeds
Sep 10, 2004 03:10:38P
Cumberland County
John B O'Brien

**LAND FOR MAINE'S FUTURE FUND
PROJECT AGREEMENT
(Pursuant to P.L. 1999 c. 514, Sec. A-6)**

Cooperating Entity: Town of Yarmouth

Project Name and Location: Royal River Acquisition, Yarmouth, ME.

**Designated State Agency: The State of Maine, Maine Department of Conservation,
Bureau of Parks and Lands.**

Premises Covered by this Agreement:

A parcel of approximately 30 acres with about 2400 feet of shoreline and adjacent tidal river flats and 742 feet of frontage on Bayview Street in the Town of Yarmouth, Cumberland County, Maine, being those same premises deeded to The Trust for Public Land (as recorded in the Cumberland County Registry of Deeds at Book 21257, Page 43) and conveyed by The Trust for Public Land to the Town of Yarmouth by deed of near date recorded in said Cumberland County Registry of Deeds at Book 21771, Page 19 (hereinafter "Premises").

Scope (Description of Project):

The Royal River Project, a Conservation and Recreation project of the Land for Maine's Future Program (hereinafter "LMF"), consist of approximately 30 acres of wooded and open lands containing roughly half of a man-made freshwater pond, over 2400 feet of shoreline and adjacent tidal flats extending to the thread of the Royal River. Public access is available from Bayview Street. This acquisition will be held by the Town of Yarmouth as a community park for open space and outdoor recreation activities and to protect important natural resources in their substantially natural and undeveloped state. The Town may establish and maintain trails and construct small-scale structures (there is a small barn on the property that the Town may use for equipment storage) associated with the natural resource management and public use of the property. A Conservation Easement covering the property will be held by the Friends of the Royal River; said Conservation Easement shall be subject to the terms of this Project Agreement.

Project Land Cost: \$1,800,000

LMF Contribution to Cooperating Entity: \$400,000

Cooperating Entity Share: \$1,400,000

The following are hereby incorporated into this Agreement:

1. General Provisions
2. Project Application and Attachments by reference
3. Project Boundary Map
4. Other: NA

The Land for Maine's Future Board, represented by its Chair, (hereinafter LMFB), and the State of Maine, Department of Conservation, represented by its Commissioner, as the Designated State Agency (hereinafter DSA), and the Cooperating Entity, mutually agree to perform this Agreement in accordance with Title 5, Maine Revised Statutes Annotated, Section 6200 et seq., as amended, and augmented by P.L. 1999 c. 514, Sec. A-6, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications incorporated herein by reference and hereby made a part hereof.

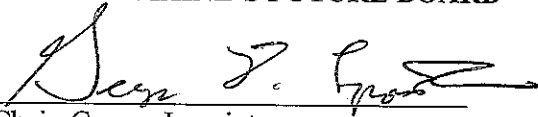
Subject to the terms hereof and to the availability of funds for this purpose, LMFB hereby promises, in consideration of the promises made by the Cooperating Entity herein, to obligate to the Cooperating Entity the amount of money referred to above, and to tender to the Cooperating Entity that portion of the obligation which is required to pay the LMFB's share of the costs of the above described project. The Cooperating Entity hereby promises, in consideration of the promises made by the LMFB herein, to provide the matching funds and implement the project described above in accordance with the terms of this Agreement.

The following special project terms and conditions are added to this Agreement:

1. The Premises, including any structures located thereon, must remain a single parcel, under one ownership, and may not be divided into parcels or lots, except for boundary adjustments to resolve bona fide boundary disputes or as may be approved under Part II, section H subsection (i) of this agreement. In order to grant any such approval under this provision, the DSA and LMFB must find that the proposed division of the Premises is consistent with the conservation purpose and objectives of the project as defined in this agreement and its attachments.
2. In the event of a proposed transfer, the Premises may not be sold or transferred without prior written approval of the DSA and LMFB as provided under Part II, section H subsection (i) of this agreement, and then only to a federal, state, or local government agency or a non-profit conservation organization which is a "qualified organization" under Section 170(h) of the United States Internal Revenue Code, and a "qualified holder" under Title 33, Maine Revised Statutes Annotated, Section 476(2), subject to the condition that the qualified organization expressly agrees to assume the rights and obligations of the Cooperating Entity provided for by this Agreement.
3. The Cooperating Entity shall ensure that the project area is open to the general public, provided that public access may be limited or controlled in an equitable manner for public safety, resource protection or other good and reasonable cause. Hunting, fishing, and trapping shall be allowed on the Premises, subject to applicable state, local or federal laws and regulations.
4. The Cooperating Entity agrees that any fees or charges imposed for public access to or use of the premises shall be reasonable and any such fees must be approved in advance and in writing by the Department of Conservation, Bureau of Parks and Lands.
5. The Cooperating Entity agrees that it shall hold the State of Maine harmless from any and all costs of any nature associated with the ownership and management of the Premises.

In witness whereof, the parties hereto have executed this Agreement as of the 13th day of July, 2004.

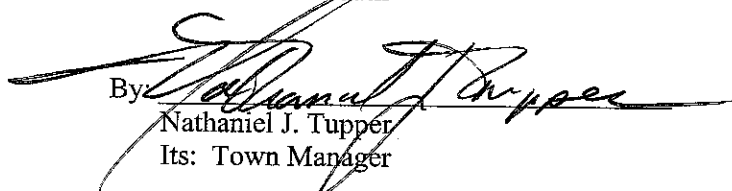
THE LAND FOR MAINE'S FUTURE BOARD

By: 
Its Chair, George Lapointe

**STATE OF MAINE
Department of Conservation**

By: 
Patrick K. McGowan
Its Commissioner

**COOPERATING ENTITY:
The Town of Yarmouth**

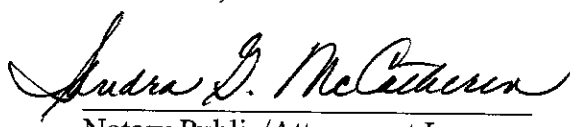
By: 
Nathaniel J. Tupper
Its: Town Manager

**STATE OF MAINE
County of CUMBERLAND**

Date: July 7, 2004

Then personally appeared the above-named Nathaniel J. Tupper, duly authorized Town Manager of the Town of Yarmouth, and acknowledged the foregoing to be his free act and deed in his capacity and the free act and deed of said municipal corporation.

Before me,


Notary Public/Attorney at Law
Print Name: _____

My Commission Expires ATHERIN
Seal **NOTARY PUBLIC** Maine
My Commission Expires
June 16, 2008

LAND FOR MAINE'S FUTURE FUND PROJECT AGREEMENT GENERAL PROVISIONS

Part I – DEFINITIONS

1. The term “DSA” or “Agency” as used herein means the Designated State Agency as shown on Page 1 of the Project Agreement.
2. The term “Director” as used herein means the Commissioner or agency head of the DSA or any representative lawfully delegated the authority to act for such Director.
3. The term “Premises” as used herein means the lot or parcel or parcels of land as described and shown on Page 1 of the Project Agreement.
4. The term “Project” as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the Project Agreement, and as described on Page 1 of the Project Agreement.
5. The term “Cooperating Entity” as used herein means a political subdivision of the State of Maine or a non-profit conservation corporation which will implement the Project as provided in this agreement.

Part II – CONTINUING ASSURANCES

The Cooperating Entity specifically recognizes that Land for Maine's Future Fund assistance project creates an obligation to acquire, use and maintain the property described in the Project Agreement consistent with Title 5, M.R.S.A., Section 6200 et seq., as amended, and augmented by P.L. 1999 c. 514, Sec. A-6, and the following requirements:

A. LEGAL AUTHORITY: The Cooperating Entity warrants and represents that it possesses the legal authority to apply for the grant and to otherwise carry out the project in accordance with the terms of this Agreement, and has either marketable title to the Premises or a binding agreement to acquire the same. A resolution or similar action has been duly adopted by the governing body of the Cooperating Entity authorizing the filing of the application and implementation of the Project, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Cooperating Entity to act in connection with the application and to provide such additional information as may be required by the LMFB or the DSA and to enter into this Agreement.

B. FINANCIAL ABILITY: The Cooperating Entity warrants and represents that it has the funds, and the commitment to finance the cost share of acquisition together with all other costs of the Project except the Land for Maine's Future Fund share stated on the cover page of this Agreement.

C. USE OF FUNDS: The Cooperating Entity shall use moneys granted by LMFB hereunder only for the purposes of acquisition/access improvement of the Project as approved by LMFB and provided for herein.

D. USE AND MAINTENANCE OF PREMISES: The Cooperating Entity shall assure that the Premises shall be forever used, operated and maintained as prescribed in this Agreement and all applicable laws, including without limitation Title 5, M.R.S.A. Section 6200 et seq., as amended and augmented by P.L. 1999 c. 514, Sec. A-6. Permits and licenses necessary for the implementation of this Agreement or use of the property shall be obtained and complied with by the Cooperating Entity. All costs of acquisition or implementation of the project and ownership and management of the Premises shall be paid by the Cooperating Entity, except as to the cost share to be provided by LMFB as specified herein.

E. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS: The Cooperating Entity shall keep a permanent record in the Cooperating Entity's public property records, available for public inspection, to the effect that the property described in the scope of the Project Agreement, and the signed and dated project boundary map made part of this Agreement has been acquired with Land for Maine's Future Fund assistance and that it cannot be converted to other than public outdoor recreational use as specifically provided by this Agreement without the prior written approval of the LMFB and the Director of the DSA.

Financial records, supporting documents, statistical records, monitoring records and all other records pertinent to this grant and the project shall be retained by the Cooperating Entity and may be inspected by representatives of LMFB and the DSA during normal business hours.

F. ANNUAL REPORTING REQUIREMENTS: On each anniversary of this Agreement, the Cooperating Entity shall report on an annual basis on a monitoring form as approved by LMFB. The form shall be sent to: 1) the Director of the DSA; and (2) the Director of LMFB.

G. RIGHT OF ENTRY: The DSA or LMFB, its employees, agents and representatives, shall have the right to enter the Premises at all times and in all manner without prior notice to assure compliance with the terms of this Agreement and any applicable laws.

H. PROVISIONS IN THE EVENT OF TRANSFER:

i. PRIOR NOTICE AND APPROVAL: In the event of any intended sale or transfer, in whole or in part, of the Premises or any interest therein, the Cooperating Entity shall provide at least sixty (60) days prior written notice of the same to the DSA and LMFB and shall obtain written consent from the same prior to such transfer.

ii. SUBSEQUENT OWNERS: The Cooperating Entity shall incorporate the terms of this Agreement by reference in any deed or other instrument by which the Cooperating Entity sells or transfers any interest (including leasehold interest) in all or a portion of the Premises. Any transferee of the Premises or any interest therein must hold, manage and use the Premises as provided in this Agreement.

iii. SHARE IN PROCEEDS:

(a) In the event of any sale or transfer of the Premises for consideration, the Cooperating Entity shall pay to the Land for Maine's Future Fund, or to another fund designated by the LMFB, that share of the appraised value of the Premises as represents the proportion of the Fund's participation in the cost of acquisition under this Agreement. The LMFB may waive receipt of any proceeds, provided that the said

funds are applied to a substitute property as approved by the LMFB. This payment to the fund shall not relieve the transferee of the continuing obligations to hold, manage and use the Premises under the terms of this Agreement.

- (b) In the event of condemnation of any or all of the Premises, the State of Maine, by and through its Land for Maine's Future Fund or another fund designated by the LMFB, shall receive that share of the proceeds of such condemnation as represents the proportion of the fund's participation in the cost of acquisition under this Agreement.
- (c) In the event of dissolution of the Cooperating Entity, at least sixty (60) days prior written notice of such shall be provided to: (1) the Director, DSA; and (2) Director, LMFB and prior written consent to the transfer and disposal of the Premises shall be obtained from LMFB as with a conveyance of the Premises under Subsection H(ii) unless the DSA requires that the Cooperating Entity transfer title to the Premises to the DSA or a successor designated by the DSA under Subsection I(d).

I. ENFORCEMENT ALTERNATIVES: In the event that the Cooperating Entity does not meet one or more of its obligations under this Agreement or the deed restrictions and covenants by which it holds title to the Premises, or in the event of dissolution of the Cooperating Entity, the DSA may exercise, in its sole discretion, any of the following remedies following written notice and thirty (30) days opportunity for the Cooperating Entity to cure the default: (a) any of the remedies or rights set forth in the Cooperating Entity's deed to the Premises; (b) the right to require specific performance on the part of the Cooperating Entity; (c) the right to a return of a sum equivalent to the LMF's proportional contribution to protection of the Protected Property, which sum shall be derived by multiplying the then fair market value of the Protected Property unencumbered by this Agreement or other encumbrances recorded after the date of this agreement (excluding value attributable to authorized improvements to the Protected Property made after the date of this grant) by the ratio of the value of the LMF's contribution to the value of the Protected Property as a whole as of the date of this agreement hereby established as 2/7, the sum of which shall be paid by the Cooperating Entity to the LMF within fifteen (15) days of its written demand; and (d) any other rights or remedies available at law or in equity including, but not limited to, the right to require that the Cooperating Entity transfer title to the Premises to the DSA or a successor designated by the DSA under such terms and conditions as the court may require. In the event that the DSA exercises any of the rights available to it upon default of the Cooperating Entity, the Cooperating Entity shall reimburse the DSA for its costs of enforcement and collection, including reasonable attorneys fees.

J. SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. In the event that the LMFB or the DSA ceases to exist, the rights and responsibilities of that party shall automatically be vested in any successor agency designated by the Legislature. Failing legislative designation, the successor agency shall be as determined by the Governor.

K. AMENDMENT: This Agreement may not be amended, in whole or in part, except with the written consent of all of the parties hereto.

Received
Recorded Register of Deeds
Sep 10, 2004 03:19:05P
Cumberland County
John B O'Brien

**CONSERVATION EASEMENT ON BAYVIEW STREET LAND
IN YARMOUTH, CUMBERLAND COUNTY, MAINE,
TO FRIENDS OF THE ROYAL RIVER**

THE TOWN OF YARMOUTH, MAINE, with a mailing address of 200 Main Street, Yarmouth, ME 04096, (hereinafter referred to as the "Grantor," which word shall, unless the context clearly indicates otherwise, include the above named Grantor, its successors and assigns, and any successors in interest to the Protected Property),

GRANTS as a gift to **FRIENDS OF THE ROYAL RIVER**, a non-profit corporation organized and existing under the laws of the State of Maine, with a mailing address P.O. Box 90 Yarmouth, Maine 04096 (hereinafter referred to as the "HOLDER," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns),

with **QUITCLAIM COVENANTS**, in perpetuity, the following described Conservation Easement pursuant to the Maine Uniform Conservation Easement Act at 33 M.R.S.A. Section 476 et seq., and Section 170(h) of the Internal Revenue Code, on property located on Bayview Street in Yarmouth, Cumberland County, Maine, more particularly described in **Exhibit A** and depicted in **Exhibit B**, both attached hereto and made a part hereof (hereinafter referred to as the **PROTECTED PROPERTY**);

EXCLUSIVELY FOR CONSERVATION PURPOSES, AS FOLLOWS:

PURPOSE.

This Conservation Easement is intended to protect the natural, scenic and undeveloped character of the Protected Property, to assure its availability as a public preserve for low impact public outdoor recreation, and to promote the conservation of its scenic open fields and its woodland and their associated wildlife habitat values, and the water quality of the Royal River. It is intended to balance the community need for open land available for public outdoor recreation, nature observation and study, with restrictions that will ensure that the experience of the public on the Protected Property will be one, increasingly rare, of relatively unstructured quiet contemplation and reverence for the natural world.

The following recitals more particularly describe the conservation values of the Protected Property and the significance of this grant:

WHEREAS, the Protected Property is a beautiful parcel of land, totaling approximately 35 acres of which approximately 25 acres consists of woodlands with trails, and the remainder consists of fields, an existing barn structure, and a portion of a freshwater pond, along with a salt marsh area along approximately one-half mile of the northerly shore of the Royal River: and

WHEREAS, the Protected Property, in its existing substantially natural and undeveloped state, provides wildlife habitat and open space in an area experiencing rapid growth of residential subdivision and development sprawl, which provides significant public benefit and the parties hereto wish to preserve this unique character; and

WHEREAS, the Protected Property provides highly valuable coastal and estuarine habitat as well as woodland and freshwater habitat areas;

NOW THEREFORE, the Grantor and Holder have established this Conservation Easement on, under, over and across the Protected Property consisting of the following terms, covenants, restrictions and affirmative rights granted to Holder, which shall run with and bind the Protected Property in perpetuity:

SECTION I: RESTRICTIONS AND RESERVED RIGHTS.

1. GENERAL RESTRICTIONS: The Protected Property remains in a substantially undisturbed and natural condition. The Protected Property shall be maintained by Grantor, its successors and assigns, for the benefit of the general public as a traditional rural open space preserve, without subdivision, and without use for commercial, industrial, or residential purposes or building development for commercial, industrial, residential, or municipal purposes, except those provided for in Section 2 C. Without limiting the generality of the foregoing, the Protected Property is subject to the following specific prohibitions:

A. Residential, commercial, industrial, quarrying or mining activities are prohibited on the Protected Property, except as specifically permitted herein. The incidental sale of interpretive literature and use of the Protected Property for charitable fundraising, educational activities, community events, and tours, or the incidental sale of materials removed in the course of Grantor's permitted land management activities under Sections 3 and 4, shall not be deemed commercial uses.

B. The division, subdivision, partition or other establishment of separate lots on the Protected Property is prohibited, except to remedy bona-fide boundary disputes and provided that any portion of the Protected Property may be conveyed to a non-profit entity or division of government that meets the requirements for an assignee of this Easement, as set forth in the "Holder's Affirmative Rights" hereinbelow, to be retained for conservation ownership subject to the terms of this Conservation Easement and the provisions of a certain Project Agreement dated July 7, 2004 recorded in the Cumberland County Registry of Deeds at Book 2177 Page 22 ("Project Agreement").

C. The disposal or burial of waste materials of any nature is strictly prohibited on the Protected Property; provided that vegetative debris from permitted activities may be left on the Protected Property; and other waste generated by permitted activities may be temporarily stored in appropriate containment for removal at reasonable intervals.

2. STRUCTURES: As of the date of this Grant there are no structures on the Protected Property except for boundary markers, a barn/shed structure near the road, stonewalls, and public road and utility improvements within the public road right of way along Bayview Street in Yarmouth. No additional structures, temporary or permanent, are permitted on the Protected Property without the prior written consent of Holder, except however, the Grantor reserves for itself, its successors and assigns, the following rights:

A. Grantor reserves the right to locate minor structures to enhance the opportunity for low-impact outdoor recreation, nature observation and study, such as hiking, bird watching, cross-country skiing, picnicking, outdoor education and scientific study, such as small unlighted informational and interpretive signs including commemorative plaques and monuments, informational kiosks, seats, benches, picnic tables, and trail improvements such as handicapped access trails, boardwalks, markers, steps, trail bridges, culverts, water bars, and railings; wildlife habitat structures such as hacking boxes, observation platforms and blinds; barriers, low fences and rock walls to protect fragile areas, important natural resources, ongoing environmental or archeological research and to block or discourage access by motorized vehicles, or trespass on abutting private property; and minor structures necessary for public health, safety and erosion control; and ramps or minor structures for hand-carry canoe and kayak launch and pullout facilities.

B. Grantor reserves the right to install and maintain, only at or near the roadway and in the northwesterly portion of the protected property, any necessary or appropriate parking and access structures and facilities for public use of the Protected Property as a nature preserve, such as but not limited to fencing, parking barriers, gates, unlighted signs, registration boxes, informational kiosks, lights, dog sanitation devices, and any structures necessary for safety, erosion control and protection of fragile resources.

C. Grantor reserves the right to repair, maintain, improve, and utilize the existing barn/shed structure without exceeding the existing footprint as defined in the baseline documentation, which barn/shed may be used for storage and repair of public equipment, supplies, and material used for the operation and maintenance of public lands including, but not limited to the Protected Property, and to support educational and conservation activities on the Protected Property.

3. SURFACE ALTERATIONS: As of the date of this grant, there are no surface alterations on the Protected Property except for surface alterations associated with existing structures listed above and the construction of an earthen dam constructed prior to 1965 to create the freshwater pond. No additional filling, dumping, excavation or other man-made alteration or disturbance to the surface of the Protected Property are permitted without the prior written consent of Holder; except that the Grantor reserves, for itself, its successors and assigns, the following rights:

A. Grantor reserves the right to maintain existing surface alterations and to alter the surface to the extent necessary to install the structures permitted in Paragraph 2 of this Section, and to undertake the vegetation management permitted in Paragraph 4 of this Section.

B. Grantor reserves the right to establish, maintain and improve not more than one unpaved parking lot, at or near the roadway and in the northwesterly most portion of the lot, not to exceed 1800 square feet in area unless a larger size and capacity is approved by the Holder, or in a location approved in advance and in writing by Holder as being consistent with the conservation objectives of this easement; including the right to establish unpaved road access from Bayview Street to the parking area, and to install any necessary structures to prevent or discourage unauthorized access by motor vehicles onto the remainder of the Protected Property.

C. Grantor reserves the right to establish and maintain unpaved trails and footpaths to enhance the opportunity for low-impact pedestrian outdoor recreation, nature observation and study on the Protected Property. Grantor may cause or approve the establishment of one seasonal snowmobile trail to connect with other such trails off the Protected Property: said trail shall be no longer than necessary to serve as a connector, taking into account topography and environmental considerations. Grantor must provide signage to prohibit the use of ATVs and other unpermitted recreational vehicles on the Protected Property.

D. Grantor reserves the right to maintain or restore the existing pond and to establish and maintain other ponds within the existing salt marsh areas in a manner approved by state and federal fisheries and wildlife agencies to restore and enhance wildlife habitat, and the scenic character of the Protected Property.

E. Grantor reserves the right to undertake or permit alteration of the surface for ecological, scientific, or archeological education, research or investigation, conducted under then current professional standards and without substantial alteration to important natural resources.

F. All of the foregoing permitted surface alteration activities must be conducted and completed in a manner to minimize soil erosion, to prevent damage to fragile plant communities, wetlands and wildlife habitat, to protect and preserve important natural resources.

4. VEGETATION MANAGEMENT: No vegetation may be cut, disturbed, altered or removed from the Protected Property without the prior written consent of Holder, except that Grantor reserves, for itself and its successors and assigns, the following rights and accepts the following obligation:

A. Grantor reserves the right to alter or remove vegetation as necessary to install, establish and maintain the structures permitted under Paragraphs 2 and the surface alterations permitted under Paragraph 3 of this Section.

B. Grantor reserves the right to maintain the existing fields in the northwesterly most portion of the lot by periodic mowing and brushhogging; and the right to cultivate and use such open areas for row crops, cover crops, hay, wildflowers, grazing of livestock, all limited to preserve the opportunity for low impact outdoor recreation by the general public.

C. Grantor reserves the right to cut, prune, alter, remove and otherwise manage forest vegetation on the Protected Property to reduce safety hazards for the uses permitted hereunder; to enhance the substantially natural and scenic character of the Protected Property, including the establishment and maintenance of views from trails and picnic areas; to improve

wildlife habitat; to combat active fire and prevent fire, disease or non-native intrusive species; and to create and maintain small open areas for picnic areas or to enhance wildlife habitat. In the event that vegetation management for the foregoing purposes will result in more than the equivalent of fifteen (15) cords of harvested wood in any four (4) year period, such harvesting shall be conducted in accordance with a forest management plan designed by a licensed professional forester, provided to Holder in advance, which plan specifies activities and limitations to be followed to preserve the scenic quality of the Protected Property from the public road, and to preserve wildlife habitat values, water quality, and restoration of use of harvested areas by the general public as intended hereunder.

D. All of the foregoing vegetation management must be conducted and completed in a manner to minimize soil erosion, to prevent damage to fragile plant communities, wetlands and wildlife habitat, and to protect and preserve important natural resources.

5. PUBLIC USE AND ACCESS: Grantor may not prohibit or discourage daytime low-impact outdoor recreational use by the general public on the Protected Property, conducted in a manner consistent with the terms hereof, but may provide for reasonable regulation thereof. The Grantor reserves the right to close the Protected Property for night-time use and prohibit or regulate public entry or trespass at such hours. Grantor reserves the right to use the Protected Property for supervised group use, educational programs, and ecological and archeological study, non-commercial events, and other permitted public recreational uses, subject to rules, policies and regulations that may be established by Grantor from time to time to protect the conservation values of the Protected Property and to balance protection of its natural resources with low-impact outdoor recreational use by the general public. This includes the right of Grantor to curtail or limit public use to the extent necessary for safety, erosion control, control of excessive or inappropriate public uses, and protection and preservation of important natural resources or ongoing studies that may require protection. Without limiting the generality of any of the foregoing restrictions, Grantor may not establish on the Protected Property recreational courts or fields, tennis courts, playgrounds, billboards, equestrian rings, mud runs, race tracks, ATV tracks, snowmobile trails (except one connector trail as may be permitted under Section 3.C.), high intensity lights, stadium facilities, campgrounds, or other such high-impact outdoor recreational facilities.

Grantor and Holder claim the rights and protections 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), the Maine Tort Claims Act, and under any other applicable provision of law and equity.

SECTION II: AFFIRMATIVE RIGHTS GRANTED.

1. Holder, its successors and assigns, is hereby granted (a) the right to enter the Protected Property for monitoring and enforcement purposes at reasonable times and in a reasonable manner; (b) the right to enforce the terms of this grant by actions at law or in equity, including the right to require restoration of the Protected Property to its condition prior to any violation hereof; (c) the right to assign this Conservation Easement to a qualified donee under Section 170(h)(3) of the Internal Revenue Code, and Section 476(2) of Title 33 of the Maine

Revised Statutes Annotated, as amended, provided that prior written notice is given to the then current owner of the Protected Property and to the State of Maine, Department of Conservation, and that such transfer is in accordance with the provisions of the Project Agreement.. Should the Town of Yarmouth become successor Holder to this Conservation Easement while owning the fee interests to the Protected Property, no merger of title shall be effected thereby and the Protected Property shall continue to be subject to the terms of this Conservation Easement.

2. Holder is granted the right to have its role in protecting the Protected Property by this Conservation Easement and other contributions acknowledged in any signage that identifies Grantor as owner of the Protected Property.

SECTION III: MISCELLANEOUS.

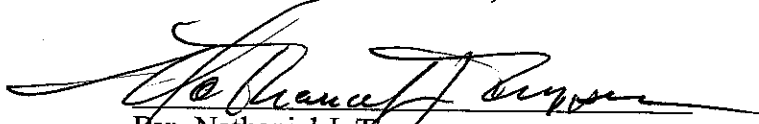
1. Holder, by acceptance of this Conservation Easement, does not undertake any liability or obligation relating to the condition of the Property, its control, maintenance or upkeep nor any responsibility for payment of taxes or any other charges attributable to the Protected Property.

2. This conservation easement shall be interpreted liberally under the laws of the State of Maine to carry out its conservation purposes. Any discretionary consent by Holder, permitted under 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 reasonable discretion that the proposed use furthers or is not inconsistent with the purposes of this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein or the Project Agreement, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement, provided that Holder has no right or power to consent to any use that would result in a substantial adverse impact to important natural resources on the Protected Property, or 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., or Section 170(h) of the Internal Revenue Code (or successor provisions).

3. Any notices or requests for approval required or contemplated hereunder shall be made by certified mail, return receipt requested, addressed to the Friends of the Royal River's stewardship director; or to such other person or address designated in writing by Holder. Grantor's notices must include sufficient information to enable Holder to determine whether Grantor's plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof. Any notices to Grantor required or contemplated hereunder shall be made by certified mail, return receipt requested or by any commercial carrier that requires a signed receipt, addressed to Town Manager, Town of Yarmouth, Maine 200 Main St., Yarmouth, Maine 04096, or to such other person or address designated in writing by Grantor.

IN WITNESS WHEREOF, Grantor, TOWN OF YARMOUTH, MAINE caused this instrument to be signed and sealed in its name by Nathaniel J. Tupper, its Town Manager, hereunto duly authorized, this 10th day of September, 2004.


TOWN OF YARMOUTH, MAINE


By: Nathaniel J. Tupper.
Its Town Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

September 10, 2004

Then personally appeared before me the above-named Nathaniel J. Tupper, Town Manager and authorized representative of the Town of Yarmouth, Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said municipal corporation.



Notary Public / Attorney at Law
Print or Type Name _____
My Commission Expires: _____

SUSAN S. OSBORNE
Notary Public, Maine
My Commission Expires November 1, 2005

HOLDER ACCEPTANCE.

The above and foregoing Conservation Easement was authorized to be accepted by FRIENDS OF THE ROYAL RIVER, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Henry G. Nichols, its Executive Director, hereunto duly authorized, this 10 day of September, 2004.

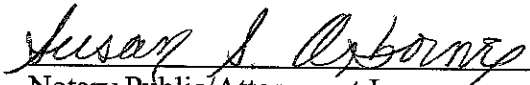
FRIENDS OF THE ROYAL RIVER


By: Henry G. Nichols
Its: Executive Director

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

September 10, 2004

Personally appeared before me the above-named Henry G. Nichols, Executive Director and authorized representative of the above-named Holder, FRIENDS OF THE ROYAL RIVER, and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said corporation.


Notary Public/Attorney at Law
Printed Name:
My commission expires:

SUSAN S. OSBORNE
Notary Public, Maine
My Commission Expires November 1, 2005

**CONSERVATION EASEMENT ON BAYVIEW STREET LAND
IN YARMOUTH, CUMBERLAND COUNTY, MAINE,
TO FRIENDS OF THE ROYAL RIVER**

Exhibit A

Legal Description of the Protected Property

The real estate comprising the Protected Property is situated on Bayview Street in Yarmouth, Cumberland County, Maine, described more particularly as follows:

A CERTAIN PARCEL OF LAND SITUATED ON THE SOUTHWESTERLY SIDE OF Bayview Street, in the Town of Yarmouth, County of Cumberland, State of Maine as shown on a plan entitled "Boundary Survey on Bayview Street, Yarmouth, Maine made for Geoffrey R. Spear" dated June 20, 2002 by Owen Haskell, Inc., being bounded and described as follows:

Beginning on the assumed southwesterly sideline of Bayview Street at a capped 5/8 inch iron rod set and land now or formerly of Cynthia R. Catell, reference Cumberland County Registry of Deeds ("CCRD") Book 14145, Page 295;

Thence S 41°40' 42" E along said assumed sideline a distance of 742.18 feet to land now or formerly of Jeff Spear;

Thence S 50° 44' 50" W along said land of Spear a distance of 4.40 feet to a 1" iron pipe found;

Thence continuing S 50°44' 50" W along said land of Spear a distance of 215.25 feet to a capped iron rod set;

Thence S 47° 15' 32" W along said land of Spear along said land of Spear a distance of 238.10 feet to a capped iron rod set;

Thence continuing S 47° 15' 32" W along said land of Spear a distance of 164.48 feet to a capped iron rod set;

Thence continuing S 47° 15' 32" W along said land of Spear and across a pond a distance of 350.00 feet;

Thence S 7° 03' 36" W across said pond and along said land of Spear a distance of 381.63 feet to an iron rod set;

Thence continuing S 7° 03' 36" W along said land of Spear a distance of twenty feet (20'), more or less, to the high water mark of the Royal River;

Thence southwesterly, northerly and northeasterly by said high water mark of Royal River to land of said Catell;

Thence N 58° 53' 35" E along land of said Catell a distance of 160 feet, more or less, to a granite monument found, said monument being located N 7° 22' 01" W and a distance of 1209.64 feet from the last mentioned iron rod set;

Thence N 48° 23' 35" E along land of said Catell a distance of 576.92 feet to the Point of Beginning.

Also all right, title and interest in and to the land and flats between high water mark and the thread of Royal River lying between the easterly and westerly boundaries of said land projected to the thread of said River.

TOGETHER WITH any and all existing rights of way and other easements, if any, appurtenant to the above-described premises.

Containing thirtyfive (35) acres, more or less.

Whereas the fee interests to the real estate comprising the Protected Property was acquired by Grantor with funds, in part, from the Land for Maine's Future Fund in accordance with the Land for Maine's Future Act, at Title 5, Maine Revised Statutes Annotated, Chapter 353, as amended, and P.L. 1999, c. 514, Sec. A-6, and pursuant to a Project Agreement between the Land for Maine's Future Board, the State of Maine, acting by and through its Department of Conservation and the Grantor, which said Project Agreement has been recorded in the Cumberland County Registry of Deeds at Book 21771, Page 22, this Conservation Easement shall be held **SUBJECT TO** and in accordance with the foregoing statutory purposes and the express conditions and limitations set forth in said Project Agreement.

This conservation easement is made subject to any matter that a standard boundary or land title survey would reveal.

Meaning and Intending to encumber a portion of the premises conveyed to Town of Yarmouth, Maine by a deed of The Trust for Public Land, dated September 10, 2004, and recorded at said Registry at Book 21771, Page 19.

EXHIBIT B

Doc#: 72909 Bk:21771 Pg: 38

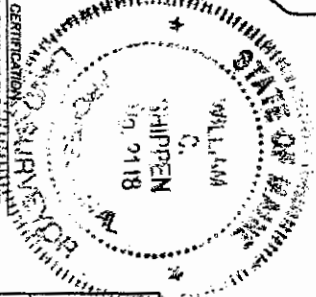
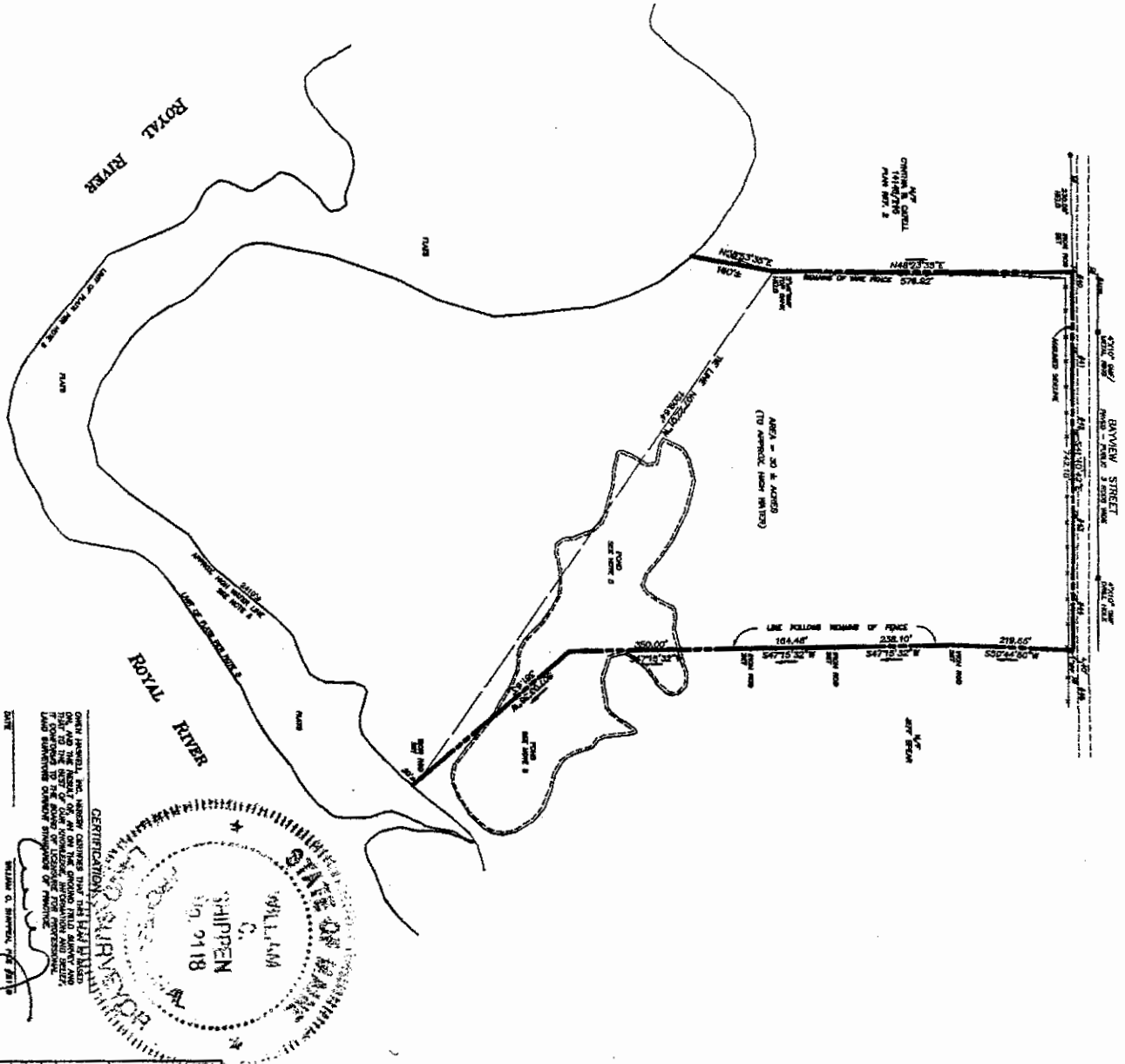


PLAN REFERENCES

1. PLAN OF PROPERTY & EASEMENT, LAKESIDE TRUST, ALBERT K. HARRIS, JR. & SON, INC., PORTLAND, MAINE 04101
2. PLAN OF PROPERTY & EASEMENT, LAKESIDE TRUST, ALBERT K. HARRIS, JR. & SON, INC., PORTLAND, MAINE 04101
3. PLAN OF LAND BOUNDARY, YAKBOURN, MAINE, FOR THE LAKESIDE TRUST, ALBERT K. HARRIS, JR. & SON, INC., PORTLAND, MAINE 04101
4. PLAN OF LAND BOUNDARY, YAKBOURN, MAINE, FOR THE LAKESIDE TRUST, ALBERT K. HARRIS, JR. & SON, INC., PORTLAND, MAINE 04101

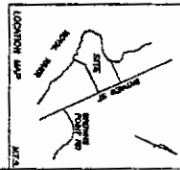
NOTES

1. OWNER OF RECORD, THE TRUST FOR PUBLIC LAND, 377 FORT STREET, 3RD FLOOR, PORTLAND, ME 04101
2. OWNER, 377 FORT STREET, 3RD FLOOR, PORTLAND, ME 04101
3. BOUNDARY LINE FOR PUBLIC LAND, 377 FORT STREET, 3RD FLOOR, PORTLAND, ME 04101
4. AN ASSUMED NORTH OF BAYVIEW STREET OF 3 ACRES (3.00 ACRES), LAKESIDE TRUST, ALBERT K. HARRIS, JR. & SON, INC., PORTLAND, MAINE 04101
5. LAKESIDE TRUST, ALBERT K. HARRIS, JR. & SON, INC., PORTLAND, MAINE 04101



BOUNDARY SURVEY
 BAYVIEW STREET, YAKBOURN, MAINE
 THE TRUST FOR PUBLIC LAND
 377 FORT STREET, 3RD FLOOR, PORTLAND, ME 04101

Received
 Recorded Register of Deeds
 Sep 10, 2004 03:23:14P
 Cumberland County
 John B O'Brien



**CONSERVATION EASEMENT ON BAYVIEW STREET LAND
IN YARMOUTH, CUMBERLAND COUNTY, MAINE,
TO FRIENDS OF ROYAL RIVER (PHASE II)**

THE TOWN OF YARMOUTH, MAINE, with a mailing address of 200 Main Street, Yarmouth, ME 04096, (hereinafter referred to as the "Grantor," which word shall, unless the context clearly indicates otherwise, include the above named Grantor, its successors and assigns, and any successors in interest to the Protected Property),

GRANTS as a gift to **FRIENDS OF THE ROYAL RIVER**, a non-profit corporation organized and existing under the laws of the State of Maine, with a mailing address P.O. Box 90 Yarmouth, Maine 04096 (hereinafter referred to as the "HOLDER," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns), with **QUITCLAIM COVENANTS**, in perpetuity, the following described Conservation Easement pursuant to the Maine Uniform Conservation Easement Act at 33 M.R.S.A. Section 476 et seq., and Section 170(h) of the Internal Revenue Code, on property located on Bayview Street in Yarmouth, Cumberland County, Maine, more particularly described in **Exhibit A** and depicted in **Exhibit B**, both attached hereto and made a part hereof (hereinafter referred to as the **PROTECTED PROPERTY**);

EXCLUSIVELY FOR CONSERVATION PURPOSES, AS FOLLOWS:

PURPOSE.

This Conservation Easement is intended to protect the natural, scenic and undeveloped character of the Protected Property, to assure its availability as a public preserve for low impact public outdoor recreation, and to promote the conservation of its scenic open fields and its woodland and their associated wildlife habitat values, and the water quality of the Royal River. It is intended to balance the community need for open land available for public outdoor recreation, nature observation and study, with restrictions that will ensure that the experience of the public on the Protected Property will be one, increasingly rare, of relatively unstructured quiet contemplation and reverence for the natural world.

The following recitals more particularly describe the conservation values of the Protected Property and the significance of this grant:

WHEREAS, the Protected Property is a beautiful parcel of land, totaling approximately 13 acres of which approximately 3 acres consists of woodlands with trails, and the remainder consists of fields, an existing residential structure and outdoor swimming pool, and a portion of a freshwater pond, along with a salt marsh area along approximately four hundred and fifty feet of the northerly shore of the Royal River; and

WHEREAS, the Protected Property, in its existing substantially natural and undeveloped state, provides wildlife habitat and open space in an area experiencing rapid growth of residential subdivision and development sprawl, which provides significant public benefit and the parties hereto wish to preserve this unique character; and

WHEREAS, the Protected Property provides highly valuable coastal and estuarine habitat as well as woodland and freshwater habitat areas;

NOW THEREFORE, the Grantor and Holder have established this Conservation Easement on, under, over and across the Protected Property consisting of the following terms, covenants, restrictions and affirmative rights granted to Holder, which shall run with and bind the Protected Property in perpetuity:

SECTION I: RESTRICTIONS AND RESERVED RIGHTS.

1. **GENERAL RESTRICTIONS:** The Protected Property remains in a substantially undisturbed and natural condition. The Protected Property shall be maintained by Grantor, its successors and assigns, for the benefit of the general public as a traditional rural open space preserve, without subdivision, and without use for commercial, industrial, or residential purposes or building development for commercial, industrial, residential, or municipal purposes, except those provided for herein. Without limiting the generality of the foregoing, the Protected Property is subject to the following specific prohibitions:

A. Residential, commercial, industrial, quarrying or mining activities are prohibited on the Protected Property, except as specifically permitted herein. The incidental sale of interpretive literature or imposition of an entry fee, and use of the Protected Property for charitable fundraising, educational activities, community events, and tours, or the incidental sale of materials removed in the course of Grantor's permitted land management activities under Sections 3 and 4, shall not be deemed commercial uses.

B. The division, subdivision, partition or other establishment of separate lots on the Protected Property is prohibited, except to remedy bona-fide boundary disputes and provided that any portion of the Protected Property may be conveyed to a non-profit entity or division of government that meets the requirements for an assignee of this Easement, as set forth in the "Holder's Affirmative Rights" hereinbelow, to be retained for conservation ownership subject to the terms of this Conservation Easement and the provisions of a certain Project Agreement dated Dec 20, 2005 recorded in the Cumberland County Registry of Deeds at Book 23520, Page 136 ("Project Agreement").

C. The disposal or burial of waste materials of any nature is strictly prohibited on the Protected Property; provided that vegetative debris from permitted activities may be left on the Protected Property; and other waste generated by permitted activities may be temporarily stored in appropriate containment for removal at reasonable intervals.

2. STRUCTURES: As of the date of this Grant there is a one log home and an associated outdoor swimming pool, an earthen dam constructed to create the freshwater pond, fences and gates and boundary markers on the Protected Property. No additional structures, temporary or permanent, are permitted on the Protected Property without the prior written consent of Holder, except however, the Grantor reserves for itself, its successors and assigns, the following rights:

A. Grantor reserves the right to locate minor structures to enhance the opportunity for low-impact outdoor recreation, nature observation and study, such as hiking, bird watching, cross-country skiing, picnicking, outdoor education and scientific study, such as small unlighted informational and interpretive signs including commemorative plaques and monuments, informational kiosks, seats, benches, picnic tables, and privies not visible from the public roadway and trail improvements such as handicapped access trails, boardwalks, markers, steps, trail bridges, culverts, water bars, and railings; wildlife habitat structures such as hacking boxes, observation platforms and blinds; barriers, low fences and rock walls to protect fragile areas, important natural resources, ongoing environmental or archeological research and to block or discourage access by motorized vehicles, or trespass on abutting private property; and minor structures necessary for public health, safety and erosion control; and ramps or minor structures for hand-carry canoe and kayak launch and pullout facilities, or a small dock or ramp or float providing access to the freshwater pond.

B. Grantor reserves the right to remove or raze the existing residential structure and swimming pool and fill, grade and re-vegetate the immediate area and to repair, maintain, improve, or remove any existing fences, gates, stone walls and the earthen dam.

3. SURFACE ALTERATIONS: Except for surface alterations associated with the existing structures and lawn areas listed above and wooded trails, and the construction of an earthen dam constructed prior to 1965 to create the freshwater pond, there are no other surface alternations as of the date of this grant. Except as provided in Section 2(B), above, no additional filling, dumping, excavation or other man-made alteration or disturbance to the surface of the Protected Property are permitted without the prior written consent of Holder; except that the Grantor reserves, for itself, its successors and assigns, the following rights:

A. Grantor reserves the right to maintain existing surface alterations and to alter the surface to the extent necessary to install the structures permitted in Paragraph 2 of this Section, and to undertake the vegetation management permitted in Paragraph 4 of this Section.

B. Grantor reserves the right to establish and maintain unpaved trails and footpaths to enhance the opportunity for low-impact pedestrian outdoor recreation, nature observation and study on the Protected Property. Grantor must provide signage to prohibit the use of ATVs, snowmobiles and other unpermitted recreational vehicles on the Protected Property.

C. Grantor reserves the right to maintain or restore the existing pond and to establish and maintain other ponds within the existing salt marsh areas in a manner approved by state and

federal fisheries and wildlife agencies to restore and enhance wildlife habitat, and the scenic character of the Protected Property.

D. Grantor reserves the right to undertake or permit alteration of the surface for ecological, scientific, or archeological education, research or investigation, conducted under then current professional standards and without substantial alteration to important natural resources.

E. All of the foregoing permitted surface alteration activities must be conducted and completed in a manner to minimize soil erosion, to prevent damage to fragile plant communities, wetlands and wildlife habitat, to protect and preserve important natural resources.

4. VEGETATION MANAGEMENT: No vegetation may be cut, disturbed, altered or removed from the Protected Property without the prior written consent of Holder, except that Grantor reserves, for itself and its successors and assigns, the following rights and accepts the following obligation:

A. Grantor reserves the right to alter or remove vegetation as necessary to install, establish and maintain the structures permitted under Paragraphs 2 and the surface alterations permitted under Paragraph 3 of this Section.

B. Grantor reserves the right to maintain the existing lawn area in the southeasterly most portion of the lot (around and near the existing log home) by periodic mowing and brushhogging, all limited to preserve the opportunity for low impact outdoor recreation by the general public.

C. Grantor reserves the right to cut, prune, alter, remove and otherwise manage forest vegetation on the Protected Property to reduce safety hazards for the uses permitted hereunder; to enhance the substantially natural and scenic character of the Protected Property, including the establishment and maintenance of picnic areas; to improve wildlife habitat; to combat active fire and prevent fire, disease or non-native intrusive species; and to create and maintain small open areas for picnic areas or to enhance wildlife habitat. In the event that vegetation management for the foregoing purposes will result in more than the equivalent of fifteen (15) cords of harvested wood in any four (4) year period, such harvesting shall be conducted in accordance with a forest management plan designed by a licensed professional forester, provided to Holder in advance, which plan specifies activities and limitations to be followed to preserve the scenic quality of the Protected Property from the public road, and to preserve wildlife habitat values, water quality, and restoration of use of harvested areas by the general public as intended hereunder.

D. All of the foregoing vegetation management must be conducted and completed in a manner to minimize soil erosion, to prevent damage to fragile plant communities, wetlands and wildlife habitat, and to protect and preserve important natural resources.

5. PUBLIC USE AND ACCESS: Grantor may not prohibit or discourage daytime low-impact outdoor recreational use by the general public on the Protected Property, conducted in a manner consistent with the terms hereof, but may provide for reasonable regulation thereof. The Grantor reserves the right to close the Protected Property for night-time use and prohibit or regulate public entry or trespass at such hours. Grantor reserves the right to use the Protected Property for supervised group use, educational programs, and ecological and archeological study, non-commercial events, and other permitted public recreational uses, subject to rules, policies and regulations that may be established by Grantor from time to time to protect the conservation values of the Protected Property and to balance protection of its natural resources with low-impact outdoor recreational use by the general public. This includes the right of Grantor to curtail or limit public use to the extent necessary for safety, erosion control, control of excessive or inappropriate public uses, and protection and preservation of important natural resources or ongoing studies that may require protection. Without limiting the generality of any of the foregoing restrictions, Grantor may not establish on the Protected Property recreational courts or fields, tennis courts, playgrounds, billboards, equestrian rings, mud runs, race tracks, ATV tracks, snowmobile trails, high intensity lights, stadium facilities, campgrounds, or other such high-impact outdoor recreational facilities.

Grantor and Holder claim the rights and protections 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), the Maine Tort Claims Act, and under any other applicable provision of law and equity.

SECTION II: AFFIRMATIVE RIGHTS GRANTED.

1. Holder, its successors and assigns, is hereby granted (a) the right to enter the Protected Property for monitoring and enforcement purposes at reasonable times and in a reasonable manner; (b) the right to enforce the terms of this grant by actions at law or in equity, including the right to require restoration of the Protected Property to its condition prior to any violation hereof; (c) the right to assign this Conservation Easement to a qualified donee under Section 170(h)(3) of the Internal Revenue Code, and Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended, provided that prior written notice is given to the then current owner of the Protected Property and to the State of Maine, Department of Conservation, and that such transfer is in accordance with the provisions of the Project Agreement. Should the Town of Yarmouth become successor Holder to this Conservation Easement while owning the fee interests to the Protected Property, no merger of title shall be effected thereby and the Protected Property shall continue to be subject to the terms of this Conservation Easement.

2. Holder is granted the right to have its role in protecting the Protected Property by this Conservation Easement and other contributions acknowledged in any signage that identifies Grantor as owner of the Protected Property.

SECTION III:

1. Holder, by acceptance of this Conservation Easement, does not undertake any liability or obligation relating to the condition of the Property, its control, maintenance or upkeep nor any responsibility for payment of taxes or any other charges attributable to the Protected Property.

2. This conservation easement shall be interpreted liberally under the laws of the State of Maine to carry out its conservation purposes. Any discretionary consent by Holder, permitted under 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 reasonable discretion that the proposed use furthers or is not inconsistent with the purposes of this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein or the Project Agreement, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement, provided that Holder has no right or power to consent to any use that would result in a substantial adverse impact to important natural resources on the Protected Property, or 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., or Section 170(h) of the Internal Revenue Code (or successor provisions).

3. Any notices or requests for approval required or contemplated hereunder shall be made by certified mail, return receipt requested, addressed to the Friends of the Royal River's stewardship director; or to such other person or address designated in writing by Holder. Grantor's notices must include sufficient information to enable Holder to determine whether Grantor's plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof. Any notices to Grantor required or contemplated hereunder shall be made by certified mail, return receipt requested or by any commercial carrier that requires a signed receipt, addressed to Town Manager, Town of Yarmouth, Maine 200 Main St., Yarmouth, Maine 04096, or to such other person or address designated in writing by Grantor.

IN WITNESS WHEREOF, Grantor, TOWN OF YARMOUTH, MAINE caused this instrument to be signed and sealed in its name by Nathaniel J. Tupper, its Town Manager, hereunto duly authorized, this 20 day of December 2005.

TOWN OF YARMOUTH, MAINE


By: Nathaniel J. Tupper.
Its Town Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

December 20, 2005

Then personally appeared before me the above-named Nathaniel J. Tupper, Town Manager and authorized representative of the Town of Yarmouth, Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said municipal corporation.

Jennifer S. Doten
Notary Public / Attorney at Law
Print or Type Name _____
My Commission Expires: _____
Jennifer S. Doten
Notary Public, Maine
My Commission Expires
October 11, 2008

HOLDER ACCEPTANCE.

The above and foregoing Conservation Easement was authorized to be accepted by FRIENDS OF THE ROYAL RIVER, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Henry G. Nichols, its Executive Director, hereunto duly authorized, this 20th day of Dec, 2005.

FRIENDS OF THE ROYAL RIVER

Henry G. Nichols
By: Henry G. Nichols
Its: Executive Director

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

December 20, 2005

Personally appeared before me the above-named Henry G. Nichols, Executive Director and authorized representative of the above-named Holder, FRIENDS OF THE ROYAL RIVER, and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said corporation.

Jennifer S. Doten
Notary Public / Attorney at Law
Printed Name: _____
My commission expires: _____
Jennifer S. Doten
Notary Public, Maine
My Commission Expires
October 11, 2008

**CONSERVATION EASEMENT ON BAYVIEW STREET LAND
IN YARMOUTH, CUMBERLAND COUNTY, MAINE,
TO FRIENDS OF THE ROYAL RIVER (PHASE II)**

**Exhibit A
Legal Description of the Protected Property**

The real estate comprising the Protected Property is situated on Bayview Street in Yarmouth, Cumberland County, Maine, described more particularly as follows:

A CERTAIN PARCEL OF LAND SITUATED SOUTHWESTERLY OF, BUT NOT ADJACENT TO, BAYVIEW STREET, IN THE TOWN OF YARMOUTH, COUNTY OF CUMBERLAND, STATE OF MAINE AS SHOWN ON A PLAN ENTITLED "BOUNDARY SURVEY ON BAYVIEW STREET, YARMOUTH, MAINE MADE FOR GEOFFREY R. SPEAR" DATED MARCH 25, 2005, AND LAST REVISED ON OCTOBER 28, 2005, BY OWEN HASKELL, INC., BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE ASSUMED SOUTHWESTERLY SIDELINE OF BAYVIEW STREET AT THE EASTERLY CORNER OF LAND NOW OR FORMERLY OF THE TRUST FOR PUBLIC LAND, REFERENCE BOOK 21257 PAGE 43;

THENCE S 50° 44' 50" W ALONG SAID LAND A DISTANCE OF 4.40 FEET TO A 1" IRON PIPE FOUND;

THENCE CONTINUING S 50° 44' 50" W ALONG SAID LAND A DISTANCE OF 215.25 FEET TO A CAPPED IRON ROD SET;

THENCE S 47° 15' 32" W ALONG SAID LAND A DISTANCE OF 238.10 FEET TO A CAPPED IRON ROD SET AND THE POINT OF BEGINNING;

THENCE CONTINUING S 47° 15' 32" W ALONG SAID LAND A DISTANCE OF 164.48 FEET TO A CAPPED IRON ROD SET;

THENCE CONTINUING S 47° 15' 32" W ALONG SAID LAND A DISTANCE OF 350.00 FEET;

THENCE S 7° 03' 36" W ALONG SAID LAND A DISTANCE OF 381.63 FEET TO A CAPPED IRON ROD SET;

THENCE CONTINUING S 7° 03' 36" W ALONG SAID LAND A DISTANCE OF 20 FEET, MORE OR LESS, TO THE HIGH WATER LINE OF ROYAL RIVER;

THENCE EASTERLY BY SAID HIGH WATER LINE OF ROYAL RIVER A DISTANCE OF 450 FEET, MORE OR LESS;

THENCE N 09° 23' 54" W A DISTANCE OF 80 FEET, MORE OR LESS;

THENCE N 00° 13' 35" E A DISTANCE OF 764.62 FEET TO THE POINT OF BEGINNING.

ALSO ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE LAND AND FLATS BETWEEN HIGH WATER MARK AND THE THREAD OF ROYAL RIVER LYING BETWEEN THE EASTERLY AND WESTERLY BOUNDARIES OF SAID LAND PROJECTED TO THE THREAD OF SAID RIVER.

TOGETHER WITH A RIGHT OF ACCESS ON AND ALONG A CERTAIN GRAVEL ROADWAY LOCATED ON GRANTOR'S LAND IMMEDIATELY ADJACENT TO AND EASTERLY OF THE ABOVE-DESCRIBED PREMISES HEREIN BEING CONVEYED TO GRANTEE; SAID ROADWAY EXTENDING FROM THE SOUTHERLY SIDELINE OF BAYVIEW ROAD IN A SOUTHERLY AND WESTERLY DIRECTION TO THE WESTERLY BOUND OF GRANTOR'S LAND IS DEPICTED AS "GRAVEL DRIVE" ON THAT CERTAIN SURVEY PLAN ENTITLED "BOUNDARY SURVEY ON BAYVIEW STREET, YARMOUTH, MAINE MADE FOR OWNER OF RECORD: "GEOFFREY R. SPEAR" BY OWEN HASKELL, INC., WILLIAM C. SHIPPEN PLS #2118 DATED MARCH 25, 2005, AND LAST REVISED ON OCTOBER 28, 2005, TO BE RECORDED AND TO WHICH REFERENCE IS HEREBY MADE. SAID RIGHT OF ACCESS SHALL BE FOR THE PURPOSES AND EXPRESSLY LIMITED AS FOLLOWS:

ALSO HEREBY CONVEYING A RIGHT OF ACCESS ON AND ALONG A CERTAIN GRAVEL ROADWAY LOCATED ON GRANTOR'S LAND IMMEDIATELY ADJACENT TO AND EASTERLY OF THE ABOVE-DESCRIBED PREMISES HEREIN BEING CONVEYED TO GRANTEE; SAID ROADWAY EXTENDING FROM THE SOUTHERLY SIDELINE OF BAYVIEW ROAD IN A SOUTHERLY AND WESTERLY DIRECTION TO THE WESTERLY BOUND OF GRANTOR'S LAND IS DEPICTED AS "GRAVEL DRIVE" ON THAT CERTAIN SURVEY PLAN ENTITLED "BOUNDARY SURVEY ON BAYVIEW STREET, YARMOUTH, MAINE MADE FOR OWNER OF RECORD: "GEOFFREY R. SPEAR" BY OWEN HASKELL, INC., WILLIAM C. SHIPPEN PLS #2118 DATED MARCH 25, 2005, AND LAST REVISED OCTOBER 28, 2005, AND TO BE RECORDED TO WHICH REFERENCE IS HEREBY MADE. SAID RIGHT OF ACCESS SHALL BE FOR THE PURPOSES AND EXPRESSLY LIMITED AS FOLLOWS:

1. FOR ACCESS BY VEHICULAR, PEDESTRIAN AND UTILITY MEANS TO THE PREMISES HEREIN CONVEYED FOR RESIDENTIAL PURPOSES, PROVIDED THAT THE RESIDENTIAL USE SHALL BE LIMITED TO ONE (1) SINGLE FAMILY RESIDENCE. SUCH RESIDENTIAL PURPOSES SHALL INCLUDE THE CONSTRUCTION, REPLACEMENT, REPAIR AND/OR DEMOLITION OF ALL OR ANY PORTION OF THE IMPROVEMENTS NOW OR HEREAFTER LOCATED ON THE PREMISES BEING CONVEYED.
2. FOR ACCESS BY PEDESTRIAN AND/OR VEHICULAR MEANS FOR PURPOSES OF GENERAL LAND MANAGEMENT AND MAINTENANCE OF THE DAM LOCATED THEREON, AND IN CASES OF EMERGENCY.
3. THE PERSON(S) OR PARTIES ENTITLED TO EXERCISE OF SAID RIGHTS OF ACCESS SHALL BE TENANTS, EMPLOYEES AND/OR AGENTS OF

- GRANTEE EXPRESSLY ENGAGED IN ACTIVITIES RELATED TO THE PURPOSES SET FORTH IN SECTIONS ONE (1) AND TWO (2) ABOVE AND NO OTHER.
4. THE RIGHT(S) OF ACCESS HEREBY GRANTED ARE ON ONLY SO MUCH OF SAID ROADWAY (AS IT MAY BE RELOCATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION NINE (9) BELOW) AS LEADS IMMEDIATELY, BY MOST DIRECT ROUTE, FROM BAYVIEW STREET TO THE EASTERLY BOUNDARY OF GRANTOR'S LAND AND SHALL BE ON NO OTHER PORTIONS OF SAID ROADWAY AS CURRENTLY EXIST OR AS MAY COME TO EXIST IN THE FUTURE.
 5. GRANTEE SHALL HAVE NO RIGHT TO GRADE, REGRADE, MODIFY, ENLARGE, PAVE OR OTHERWISE IMPROVE SAID ROADWAY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE GRANTOR OR HIS HEIRS, SUCCESSORS OR ASSIGNS AND ONLY UPON SUCH CONDITIONS AS GRANTOR, IN HIS DISCRETION, MAY IMPOSE.
 6. NOTWITHSTANDING THE PREVIOUS SECTION FIVE (5), GRANTEE SHALL NONETHELESS BE OBLIGATED TO REPAIR AND RESTORE TO ITS FORMER CONDITION ANY DAMAGE TO SAID ROADWAY OCCASIONED BY GRANTEE'S USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE CAUSED BY VEHICLES AND/OR EQUIPMENT USED IN THE DEMOLITION AND REMOVAL OF THE BUILDINGS AND IMPROVEMENTS REFERENCED IN SECTION 1 ABOVE. GRANTOR SHALL HAVE NO OBLIGATION TO MAINTAIN, REPAIR AND/OR PLOW SAID ROADWAY FOR GRANTEE'S BENEFIT AND SHALL NOT IN ANY MANNER OR TO ANY EXTENT BE DEEMED LIABLE TO PROVIDE FOR GRANTEE'S SAFE PASSAGE OVER SAME, WHICH OBLIGATION AND/OR LIABILITY IS HEREBY SPECIFICALLY DISCLAIMED.
 7. THE RIGHT(S) OF ACCESS HEREIN GRANTED ARE FOR TRAVERSE OF SAID ROADWAY AND/OR MAINTENANCE OF THE UTILITY LINES LOCATED THEREIN ONLY, AND NOT FOR THE PURPOSES OF PARKING OF VEHICLES OR EQUIPMENT ELSEWHERE OR FOR ANY OTHER USES INCONSISTENT WITH THE AFORESAID.
 8. GRANTOR, HIS HEIRS, SUCCESSORS AND ASSIGNS RESERVE THE RIGHT TO RELOCATE UPON GRANTOR'S LAND SAID ROADWAY OR ANY PORTION THEREOF, AND THEREFORE GRANTEE'S RIGHT OF ACCESS THEREIN, TO AT SUCH TIME, IN SUCH MANNER AND TO SUCH LOCATION AS GRANTOR, HIS HEIRS, SUCCESSORS OR ASSIGNS MAY FROM TIME TO TIME DEEM ADVISABLE IN SUCH INSTANCES THE NEW ROADWAY, OR PORTION THEREOF, SHALL BE OF AT LEAST THE SAME SIZE AND QUALITY AS THE OLD ROADWAY BEING REPLACED. THE COSTS OF ANY SUCH RELOCATION OF THE ROADWAY OR ANY PORTION THEREOF SHALL BE BORNE BY GRANTOR, HIS HEIRS, SUCCESSORS OR ASSIGNS.

Whereas the fee interests to the real estate comprising the Protected Property was acquired by Grantor with funds, in part, from the Land for Maine's Future Fund in accordance with the Land

for Maine's Future Act, at Title 5, Maine Revised Statutes Annotated, Chapter 353, as amended, and P.L. 1999, c. 514, Sec. A-6, and pursuant to a Project Agreement between the Land for Maine's Future Board, the State of Maine, acting by and through its Department of Conservation and the Grantor, which said Project Agreement has been recorded in the Cumberland County Registry of Deeds at Book 23520, Page 136, this Conservation Easement shall be held **SUBJECT TO** and in accordance with the foregoing statutory purposes and the express conditions and limitations set forth in said Project Agreement.

This conservation easement is made subject to any matter that a standard boundary or land title survey would reveal.

Meaning and Intending to encumber a portion of the premises conveyed to Town of Yarmouth, Maine by a deed of The Trust for Public Land, dated 12-21, 2005, and recorded at said Registry at Book 23520, Page 131.

Exhibit B, Sketch Plan of the Protected Property

REV. 1 19-24-95 MISC. CHANGES PER CLIENT

BOUNDARY SURVEY

GEOFFREY R. SPEAR

10 CROSS ST., NORMAND, ME 04101 (207) 774-4164
PROFESSIONAL LAND SURVEYOR

WCS
RNO
WCS
947

MARCH 28, 2006

2002-1147

1" = 80'

CERTIFICATION

OWEN MACKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON THE RESULT OF AN ON THE GROUND FIELD SURVEY AND THAT THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

WILLIAM C. SHAPPEL, ALS #2118

DATE

Received
Recorded Register of Deeds
Dec 21, 2005 01:13:14P
Cumberland County
John B OBrien

PLAN K&L ENVELOES

1. PLAN OF PROPERTY IN YARWORTH, MAINE MADE FOR ALBERT W. MIDDLETON BY H. & C. JORDAN, OCTOBER 1932.
2. PROPERTY OF FRANK E. AND FRANCES P. HELYAR* BY CHARLES L. COMBARD DATED SEPTEMBER 1994.
3. PLAN OF LAND BAYVIEW STREET, YARWORTH, MAINE FOR DR. KENNETH MULLER* BY WELLS ENGINEERING DATED AUGUST 27, 1990.
4. BOUNDARY SURVEY ON BAYVIEW STREET, YARWORTH, MAINE FOR OWNER OF RECORD: THE TRUST FOR PUBLIC LAND DATED JUNE 22, 2002 BY OREN HASSELT, INC.

SUMMARY

1. OWNER OF RECORD: GEORGE R. SPAR
2. PARCEL IS SHOWN AS LOT 17 AND A PORTION OF LOT 18 ON THE TOWN OF YAMMOUTH ASSESSORS MAP.
3. BEARINGS ARE PER PLAN REFERENCE 4.
4. AN ASSAUED WIDTH OF BUNKER STREET OF 3 ROADS (48.5 FEET), LINES OF POND AND APPROXIMATE HIGH WATER ALONG THE ROYAL RIVER TAKEN FROM AERIAL PHOTOGRAPHIC OVERLAY AND NOT FIELD SURVEYED.



QUITCLAIM DEED WITH COVENANT

KNOW ALL MEN BY THESE PRESENTS, that **GEOFFREY R. SPEAR**, a Maine resident with a mailing address of P.O. Box 602, Yarmouth, Maine 04056 (herein referred to as "Grantor") in consideration of ONE DOLLAR (\$1.00) and other valuable consideration paid to it by the **TOWN OF YARMOUTH**, with an address of 200 Main Street, Yarmouth, Maine 04096 (herein referred to as "Grantee"), the receipt whereof is hereby acknowledged, does hereby **GIVE, GRANT, BARGAIN, SELL AND CONVEY WITH QUITCLAIM COVENANTS** unto the said Town of Yarmouth, and its successors and assigns, the following described premises:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

THIS PROPERTY HAS BEEN ACQUIRED IN PART with funds from a Federal financial assistance award. Title of the property conveyed by this deed shall vest in the Town of Yarmouth subject to disposition instructions from the National Oceanic and Atmospheric Administration ("NOAA") or its successor agencies. The property shall be managed for conservation purposes and consistent with the purposes under which it was entered into the Coastal and Estuarial Land Conservation Program. The Town of Yarmouth shall not dispose of, encumber its interest in, or convert the use of this property without the approval of NOAA or its successor agencies.

THE PREMISES HEREIN CONVEYED is being acquired by Grantee with funds, in part, from the Land for Maine's Future Fund in accordance with the Land for Maine's Future Act, at Title 5, Maine Revised Statutes Annotated, Chapter 353, as amended, and P.L. 1999, c. 514, Sec. A-6, and pursuant to a Project Agreement between the Land for Maine's Future Board, the State of Maine, acting by and through its Department of Conservation, Bureau of Parks and Lands, and the Grantee, said Project Agreement to be recorded herewith. The premises is being acquired by the Grantee, a cooperating entity designated by the Land for Maine's Future Board, to assure permanent preservation of the premises and its availability for public outdoor recreation in accordance with the foregoing statutory purposes and the express conditions and limitations set forth in said Project Agreement.

[Remainder of page intentionally left blank.]

0928

MAINE REAL ESTATE TAX PAID

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal this 21 day of December, 2005.


Witness

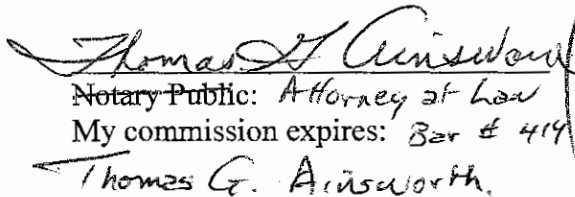

GEOFFREY R. SPEAR

ACKNOWLEDGMENT

State of Maine } Date: December 21, 2005
County of Cumberland } ss.
}

Then personally appeared before me the above-named Geoffrey R. Spear, and acknowledged the foregoing instrument to be his free act and deed.

[SEAL]


Notary Public: Attorney at Law
My commission expires: Bar # 419
Thomas G. Ainsworth.

GAS

SCHEDULE A

A CERTAIN PARCEL OF LAND SITUATED SOUTHWESTERLY OF, BUT NOT ADJACENT TO, BAYVIEW STREET, IN THE TOWN OF YARMOUTH, COUNTY OF CUMBERLAND, STATE OF MAINE AS SHOWN ON A PLAN ENTITLED "BOUNDARY SURVEY ON BAYVIEW STREET, YARMOUTH, MAINE MADE FOR GEOFFREY R. SPEAR" DATED MARCH 25, 2005, AND LAST REVISED OCTOBER 28, 2005, BY OWEN HASKELL, INC., BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE ASSUMED SOUTHWESTERLY SIDELINE OF BAYVIEW STREET AT THE EASTERLY CORNER OF LAND NOW OR FORMERLY OF THE TRUST FOR PUBLIC LAND, REFERENCE BOOK 21257 PAGE 43;

THENCE S 50° 44' 50" W ALONG SAID LAND A DISTANCE OF 4.40 FEET TO A 1" IRON PIPE FOUND;

THENCE CONTINUING S 50° 44' 50" W ALONG SAID LAND A DISTANCE OF 215.25 FEET TO A CAPPED IRON ROD SET;

THENCE S 47° 15' 32" W ALONG SAID LAND A DISTANCE OF 238.10 FEET TO A CAPPED IRON ROD SET AND THE POINT OF BEGINNING;

THENCE CONTINUING S 47° 15' 32" W ALONG SAID LAND A DISTANCE OF 164.48 FEET TO A CAPPED IRON ROD SET;

THENCE CONTINUING S 47° 15' 32" W ALONG SAID LAND A DISTANCE OF 350.00 FEET;

THENCE S 7° 03' 36" W ALONG SAID LAND A DISTANCE OF 381.63 FEET TO A CAPPED IRON ROD SET;

THENCE CONTINUING S 7° 03' 36" W ALONG SAID LAND A DISTANCE OF 20 FEET, MORE OR LESS, TO THE HIGH WATER LINE OF ROYAL RIVER;

THENCE EASTERLY BY SAID HIGH WATER LINE OF ROYAL RIVER A DISTANCE OF 450 FEET, MORE OR LESS;

THENCE N 09° 23' 54" W A DISTANCE OF 80 FEET, MORE OR LESS;

THENCE N 00° 13' 35" E A DISTANCE OF 764.62 FEET TO THE POINT OF BEGINNING.

ALSO ALL MY RIGHT, TITLE AND INTEREST IN AND TO THE LAND AND FLATS BETWEEN HIGH WATER MARK AND THE THREAD OF ROYAL RIVER LYING BETWEEN THE EASTERLY AND WESTERLY BOUNDARIES OF SAID LAND PROJECTED TO THE THREAD OF SAID RIVER.

Q18

TOGETHER WITH A RIGHT OF ACCESS ON AND ALONG A CERTAIN GRAVEL ROADWAY LOCATED ON GRANTOR'S LAND IMMEDIATELY ADJACENT TO AND EASTERLY OF THE ABOVE-DESCRIBED PREMISES HEREIN BEING CONVEYED TO GRANTEE; SAID ROADWAY EXTENDING FROM THE SOUTHERLY SIDELINE OF BAYVIEW ROAD IN A SOUTHERLY AND WESTERLY DIRECTION TO THE WESTERLY BOUND OF GRANTOR'S LAND IS DEPICTED AS "GRAVEL DRIVE" ON THAT CERTAIN SURVEY PLAN ENTITLED "BOUNDARY SURVEY ON BAYVIEW STREET, YARMOUTH, MAINE MADE FOR OWNER OF RECORD: "GEOFFREY R. SPEAR" BY OWEN HASKELL, INC., WILLIAM C. SHIPPEN PLS #2118 DATED MARCH 25, 2005, AND LAST REVISED OCTOBER 28, 2005, AND TO BE RECORDED TO WHICH REFERENCE IS HEREBY MADE. SAID RIGHT OF ACCESS SHALL BE FOR THE FOLLOWING PURPOSES ONLY AND EXPRESSLY LIMITED AS FOLLOWS:

1. FOR ACCESS BY VEHICULAR, PEDESTRIAN AND UTILITY MEANS TO THE PREMISES HEREIN CONVEYED FOR RESIDENTIAL PURPOSES, PROVIDED THAT THE RESIDENTIAL USE SHALL BE LIMITED TO ONE (1) SINGLE FAMILY RESIDENCE. SUCH RESIDENTIAL PURPOSES SHALL INCLUDE THE CONSTRUCTION, REPLACEMENT, REPAIR AND/OR DEMOLITION OF ALL OR ANY PORTION OF THE IMPROVEMENTS NOW OR HEREAFTER LOCATED ON THE PREMISES BEING CONVEYED.
2. FOR ACCESS BY PEDESTRIAN AND/OR VEHICULAR MEANS FOR PURPOSES OF GENERAL LAND MANAGEMENT AND MAINTENANCE OF THE DAM LOCATED THEREON, AND IN CASES OF EMERGENCY .
3. THE PERSON(S) OR PARTIES ENTITLED TO EXERCISE OF SAID RIGHTS OF ACCESS SHALL BE TENANTS, EMPLOYEES AND/OR AGENTS OF GRANTEE EXPRESSLY ENGAGED IN ACTIVITIES RELATED TO THE PURPOSES SET FORTH IN SECTIONS ONE (1) AND TWO (2) ABOVE AND NO OTHER.
4. THE RIGHT(S) OF ACCESS HEREBY GRANTED ARE ON ONLY SO MUCH OF SAID ROADWAY (AS IT MAY BE RELOCATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION EIGHT (8) BELOW) AS LEADS IMMEDIATELY, BY MOST DIRECT ROUTE, FROM BAYVIEW STREET TO THE EASTERLY BOUNDARY OF GRANTEE'S LAND AND SHALL BE ON NO OTHER PORTIONS OF SAID ROADWAY AS CURRENTLY EXIST OR AS MAY COME TO EXIST IN THE FUTURE.
5. GRANTEE SHALL HAVE NO RIGHT TO GRADE, REGRADE, MODIFY, ENLARGE, PAVE OR OTHERWISE IMPROVE SAID ROADWAY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE GRANTOR OR HIS HEIRS, SUCCESSORS OR ASSIGNS AND ONLY UPON SUCH CONDITIONS AS GRANTOR, IN HIS DISCRETION, MAY IMPOSE.

GRS

6. NOTWITHSTANDING THE PREVIOUS SECTION FIVE (5), GRANTEE SHALL NONETHELESS BE OBLIGATED TO REPAIR AND RESTORE TO ITS FORMER CONDITION ANY DAMAGE TO SAID ROADWAY OCCASIONED BY GRANTEE'S USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE CAUSED BY VEHICLES AND/OR EQUIPMENT USED IN THE DEMOLITION AND REMOVAL OF THE BUILDINGS AND IMPROVEMENTS REFERENCED IN SECTION 1 ABOVE. GRANTOR SHALL HAVE NO OBLIGATION TO MAINTAIN, REPAIR AND/OR PLOW SAID ROADWAY FOR GRANTEE'S BENEFIT AND SHALL NOT IN ANY MANNER OR TO ANY EXTENT BE DEEMED LIABLE TO PROVIDE FOR GRANTEE'S SAFE PASSAGE OVER SAME, WHICH OBLIGATION AND/OR LIABILITY IS HEREBY SPECIFICALLY DISCLAIMED.
7. THE RIGHT(S) OF ACCESS HEREIN GRANTED ARE FOR TRAVERSE OF SAID ROADWAY AND/OR MAINTENANCE OF THE UTILITY LINES LOCATED THEREIN ONLY, AND NOT FOR THE PURPOSES OF PARKING OF VEHICLES OR EQUIPMENT OR FOR ANY OTHER USES INCONSISTENT WITH THE AFORESAID.
8. GRANTOR, HIS HEIRS, SUCCESSORS AND ASSIGNS RESERVE THE RIGHT TO RELOCATE UPON GRANTOR'S LAND SAID ROADWAY OR ANY PORTION THEREOF, AND THEREFORE GRANTEE'S RIGHT OF ACCESS THEREIN, TO AT SUCH TIME, IN SUCH MANNER AND TO SUCH LOCATION AS GRANTOR, HIS HEIRS, SUCCESSORS OR ASSIGNS MAY FROM TIME TO TIME DEEM ADVISABLE IN SUCH INSTANCES THE NEW ROADWAY, OR PORTION THEREOF, SHALL BE OF AT LEAST THE SAME SIZE AND QUALITY AS THE OLD ROADWAY BEING REPLACED. THE COSTS OF ANY SUCH RELOCATION OF THE ROADWAY OR ANY PORTION THEREOF SHALL BE BORNE BY GRANTOR, HIS HEIRS, SUCCESSORS OR ASSIGNS.

Received
Recorded Register of Deeds
Dec 21, 2005 01:10:43P
Cumberland County
John B O'Brien

OKS

**LAND FOR MAINE'S FUTURE FUND
PROJECT AGREEMENT**
(Pursuant to P.L. 1999 c. 514, Sec. A-6 and
P.L. 2005 c. 462, Sec. B-5, as applicable)

Cooperating Entity: Town of Yarmouth

Project Name and Location: Royal River – Bayview Estuary Phase 2, Yarmouth,
Cumberland County, Maine

Designated State Agency: State of Maine, Department of Conservation

Premises Covered by this Agreement:

A portion of the former Geoffrey Spear Property, being fee ownership of a parcel of land located southwesterly of but not adjacent to the southerly side of Bayview Street, Town of Yarmouth, Cumberland County, Maine, and as more fully described in (1) a deed from Grace D Spear to Geoffrey R. Spear, dated November 3, 1976 and recorded in the Cumberland County Registry of Deeds in Book 3933, Page 276, as affected by Corrected Deed dated September 23, 1998, and recorded in said Registry of Deeds in Book 14198, Page 112; and (2) a deed from Grace D. Spear to Geoffrey R. Spear, dated December 15, 1983 and recorded in said Registry of Deeds in Book 6404, Page 313; and see also plan by Owen Haskell, Inc., Job No. 2002-114Y, dated March 25, 2005 and to be recorded in said Registry on near or even date herewith. All of the foregoing hereinafter referred to as "the Premises." A residential structure and outdoor swimming pool currently located on the Premises are not covered by this Agreement, and no Land for Maine's Future Funds are contributed to either structure; however, the removal or disposal of same are part of a Town of Yarmouth Management Plan.

Scope (Description of Project): The Premises, known as the Royal River Bayview Estuary, Phase 2 acquisition, is adjacent to and will complement the Phase 1 acquisition of approximately 30-acres of wooded and open lands. The Premises consists of the purchase and protection of 13 acres of woods, fields, tidal frontage, mudflats, and the remaining portion of a pond located on the Phase 1 property, all within the Town of Yarmouth, Maine. The Premises will be held by the Town of Yarmouth which will convey a conservation easement to the Friends of the Royal River. The natural, scenic and undeveloped character of the Premises will be conserved for low impact public outdoor recreation and for preservation of its scenic open fields, its woodland and their associated wildlife habitat values, and the water quality of the Royal River.

Project Cost:

Project Land Cost: \$900,000.00
LMF Contribution to Cooperating Entity: \$250,000.00
Cooperating Entity Contribution: \$650,000.00

The following are hereby incorporated into this Agreement:

1. General Provisions
2. Project Application and Attachments by reference
3. Project Boundary Map
4. Other: Town of Yarmouth Management Plan

The Land for Maine's Future Board, represented by its Chair, (hereinafter LMFB), and the State of Maine, Department of Conservation, represented by its Commissioner, as the Designated State Agency (hereinafter DSA), and the Cooperating Entity, mutually agree to perform this Agreement in accordance with Title 5, Maine Revised Statutes Annotated, Section 6200 et seq., as amended, and augmented by P.L. 1999 c. 514, Sec. A-6, and P.L. 2005 c. 462, Sec. B-5, as applicable, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications incorporated herein by reference and hereby made a part hereof.

Subject to the terms hereof and to the availability of funds for this purpose, LMFB hereby agrees, in consideration of the agreements made by the Cooperating Entity herein, to obligate to the Cooperating Entity the amount of money referred to above, and to tender to the Cooperating Entity that portion of the obligation which is required to pay the LMFB's share of the costs of the above described project. The Cooperating Entity hereby agrees, in consideration of the agreements made by the LMFB herein, to provide the matching funds, and lands, if applicable, and to implement the project described above in accordance with the terms of this Agreement.

The following special project terms and conditions are added to this Agreement:

1. The Premises, including any structures located thereon, must remain as a single parcel, under one ownership, and may not be divided into parcels or lots, except for boundary adjustments to resolve bona fide boundary disputes or as may be approved under Part II, section H subsection (i) of this Agreement. In order to grant any such approval under this provision, the DSA and LMFB must find that the proposed division of the Premises is consistent with the conservation purpose and objectives of the project as defined in this Agreement and its attachments. Provided, however, it is hereby acknowledged and agreed that the existing residential structure and outdoor swimming pool currently located on the Premises, but not a part of the Premises, will be either removed or disposed of in accordance with the Town of Yarmouth Management Plan.

2. The Cooperating Entity shall not prohibit hunting, fishing, or trapping on the Premises, except to the extent of applicable state, local or federal laws and regulations.

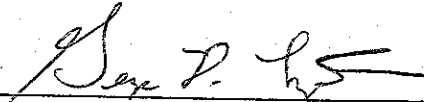
3. The Cooperating Entity agrees that any fees or charges imposed for public access to or use of the Premises shall be reasonable and comparable to those charged in Maine for similar facilities, and any such fees must be approved in advance and in writing by the DSA.

4. In the event of a proposed transfer, the Premises may not be sold or transferred without prior written approval of the DSA and LMFB as provided under Part II, section H subsection (i) of this Agreement, and then only to a federal, state, or local government agency or a non-profit conservation organization which is a "qualified organization" under Section 170(h)

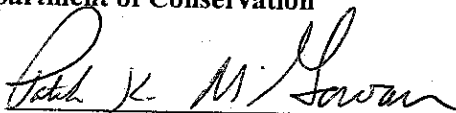
of the United States Internal Revenue Code, and a "qualified holder" under Title 33, Maine Revised Statutes Annotated, Section 476(2), subject to the condition that the qualified organization expressly agrees to assume the rights and obligations of the Cooperating Entity provided for by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 20th day of December, 2005.

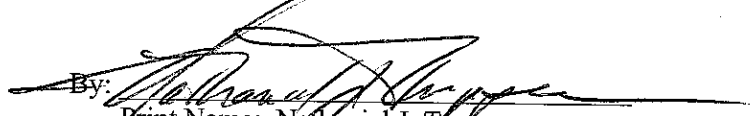
THE LAND FOR MAINE'S FUTURE BOARD

By: 
George Lapointe, Its Chair

**STATE OF MAINE
Department of Conservation**

By: 
Patrick K. McGowan
Its Commissioner

COOPERATING ENTITY
The Town of Yarmouth

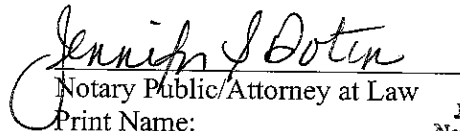
By: 
Print Name: Nathaniel J. Tupper
Title: Town Manager

STATE OF MAINE
County of Cumberland

Date: *December 20, 2005*

Then personally appeared the above-named Nathaniel J. Tupper, duly authorized Town Manager of the Town of Yarmouth and acknowledged the foregoing to be his free act and deed in his capacity and the free act and deed of said Town of Yarmouth.

Before me,


Notary Public/Attorney at Law
Print Name: _____
My Commission Expires: _____
Seal: _____
Jennifer S. Doten
Notary Public, Maine
My Commission Expires
October 11, 2008

**LAND FOR MAINE'S FUTURE FUND
PROJECT AGREEMENT GENERAL PROVISIONS**

Part I – DEFINITIONS

1. The term “DSA” or “Agency” as used herein means the Designated State Agency as shown on Page 1 of the Project Agreement.
2. The term “Director” as used herein means the Commissioner or agency head of the DSA or any representative lawfully delegated the authority to act for such Director.
3. The term “Premises” as used herein means the lot or parcel or parcels of land as described and shown on Page 1 of the Project Agreement.
4. The term “Project” as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the Project Agreement, and as described on Page 1 of the Project Agreement.
5. The term “Cooperating Entity” as used herein means a political subdivision of the State of Maine or a non-profit conservation corporation which will implement the Project as provided in this Agreement.

Part II – CONTINUING ASSURANCES

The Cooperating Entity specifically recognizes that Land for Maine's Future Fund assistance project creates an obligation to acquire, use and maintain the property described in the Project Agreement consistent with Title 5, M.R.S.A., Section 6200 et seq., as amended, and augmented by P.L. 1999 c. 514, Sec. A-6, and P.L. 2005 c. 462, Sec. B-5, as applicable, and the following requirements:

A. LEGAL AUTHORITY: The Cooperating Entity warrants and represents that it possesses the legal authority to apply for the grant and to otherwise carry out the project in accordance with the terms of this Agreement, and has either marketable title to the Premises or a binding Agreement to acquire the same. A resolution or similar action has been duly adopted by the governing body of the Cooperating Entity authorizing the filing of the application and implementation of the Project, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Cooperating Entity to act in connection with the application and to provide such additional information as may be required by the LMFB or the DSA and to enter into this Agreement.

B. FINANCIAL ABILITY: The Cooperating Entity warrants and represents that it has the funds, and the commitment to finance the cost share of acquisition together with all other costs of the Project except the Land for Maine's Future Fund share stated on the cover page of this Agreement.

C. USE OF FUNDS: The Cooperating Entity shall use moneys granted by LMFB hereunder only for the purposes of acquisition/access improvement of the Project as approved by LMFB and provided for herein.

D. USE AND MAINTENANCE OF PREMISES: The Cooperating Entity shall assure that the Premises shall be forever used, operated and maintained as prescribed in this Agreement and all applicable laws, including without limitation Title 5, M.R.S.A. Section 6200 et seq., as amended and augmented by P.L. 1999 c. 514, Sec. A-6 and P.L. 2005 c. 462, Sec. B-5, as applicable. Permits and licenses necessary for the implementation of this Agreement or use of the property shall be obtained and complied with by the Cooperating Entity. All costs of acquisition or implementation of the project and ownership and management of the Premises shall be paid by the Cooperating Entity, except as to the cost share to be provided by LMFB as specified herein.

E. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS: The Cooperating Entity shall keep a permanent record in the Cooperating Entity's public property records, available for public inspection, to the effect that the property described in the scope of the Project Agreement, and the signed and dated project boundary map made part of this Agreement has been acquired with Land for Maine's Future Fund assistance and that it cannot be converted to other than uses as specifically provided by this Agreement without the prior written approval of the LMFB and the Director of the DSA.

Financial records, supporting documents, statistical records, monitoring records and all other records pertinent to this grant and the project shall be retained by the Cooperating Entity and may be inspected by representatives of LMFB and the DSA during normal business hours.

F. ANNUAL REPORTING REQUIREMENTS: On each anniversary of this Agreement, the Cooperating Entity shall report on an annual basis on a monitoring form as approved by LMFB. The form shall be sent to: 1) the Director of the DSA; and (2) the Director of LMFB. For the purposes of this Agreement, the anniversary date for reporting purposes shall be the date of recording of this instrument in the applicable registry of deeds.

G. RIGHT OF ENTRY: The DSA or LMFB, its employees, agents and representatives, shall have the right to enter the Premises at all times and in any manner without prior notice to assure compliance with the terms of this Agreement and any applicable laws.

H. PROVISIONS IN THE EVENT OF TRANSFER:

i. PRIOR NOTICE AND APPROVAL: In the event of any intended sale or transfer, in whole or in part, of the Premises or any interest therein, the Cooperating Entity shall provide at least sixty (60) days prior written notice of the same to the DSA and LMFB and shall obtain written consent from the same prior to such transfer.

ii. SUBSEQUENT OWNERS: The Cooperating Entity shall incorporate the terms of this Agreement by reference in any deed or other instrument by which the Cooperating Entity sells or transfers any interest (including leasehold interest) in all or a portion of the Premises. Any transferee of the Premises or any interest therein must hold, manage and use the Premises as provided in this Agreement.

iii. SHARE IN PROCEEDS:

(a) In the event of any sale or transfer of the Premises for consideration, the Cooperating Entity shall pay to the Land for Maine's Future Fund, or to another fund designated by the LMFB, that share of the appraised value of the Premises at the time of sale or transfer as represents the proportion of the Fund's participation in the cost of acquisition under this Agreement. The LMFB may waive receipt of any proceeds,

provided that the said funds are applied to a substitute property as approved by the LMFB. This payment to the fund shall not relieve the transferee of the continuing obligations to hold, manage and use the Premises under the terms of this Agreement; and

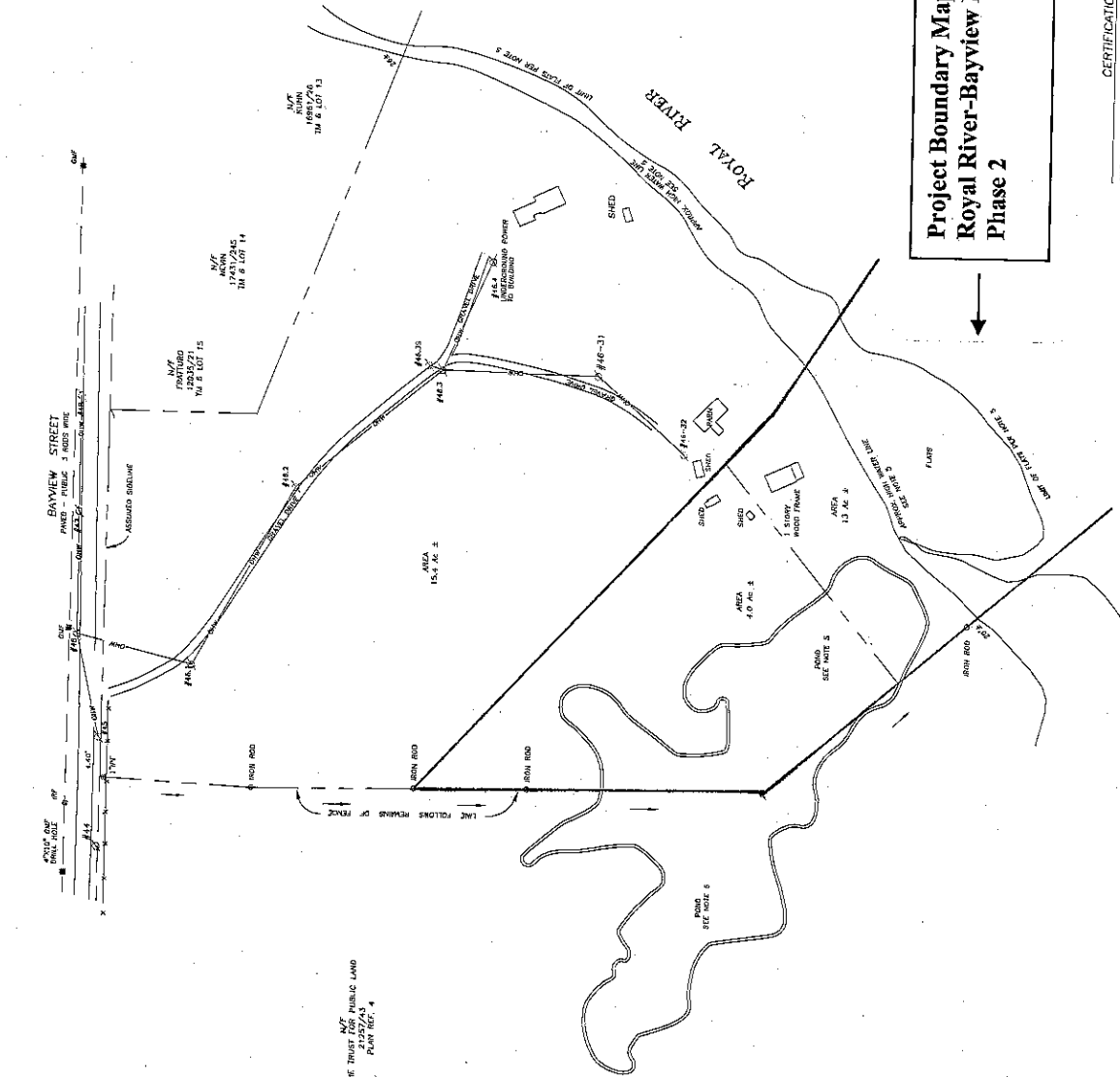
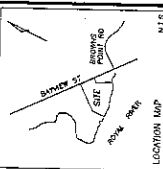
- (b) In the event of condemnation of any or all of the Premises, the State of Maine, by and through its Land for Maine's Future Fund or another fund designated by the LMFB, shall receive that share of the proceeds of such condemnation as represents the proportion of the Fund's participation in the cost of acquisition under this Agreement; and
- (c) In the event of dissolution of the Cooperating Entity, at least sixty (60) days prior written notice of such shall be provided to: (1) the Director, DSA; and (2) Director, LMFB. Prior written consent to the transfer and disposal of the Premises shall be obtained from LMFB as with a conveyance of the Premises under Subsection H (ii) unless the DSA requires that the Cooperating Entity transfer title to the Premises to the DSA or a successor designated by the DSA under Subsection I(d); and
- (d) For the purposes of this Agreement, the share of proceeds of the State of Maine shall be defined as the sum equivalent to the LMF's proportional contribution to the protection of the Protected Property, which sum shall be derived by multiplying the fair market value of the Protected Property at the time of the transfer, sale, condemnation or dissolution, unencumbered by this Agreement or other encumbrances recorded after the date of this Agreement (excluding value attributable to authorized improvements to the Protected Property made after the date of this grant) by the ratio of the value of the LMF's contribution to the value of the Protected Property as a whole as of the date of this Agreement, hereby established as 27.777%, the sum of which shall be paid by the Cooperating Entity to the LMF within fifteen (15) days of its written demand; and

I. ENFORCEMENT ALTERNATIVES: In the event that the Cooperating Entity does not meet one or more of its obligations under this Agreement or the deed restrictions and covenants by which it holds title to the Premises, or in the event of dissolution of the Cooperating Entity, the DSA may exercise, in its sole discretion, any of the following remedies following written notice and thirty (30) days opportunity for the Cooperating Entity to cure the default:

- (a) any of the remedies or rights set forth in the Cooperating Entity's deed to the Premises;
- (b) the right to require specific performance on the part of the Cooperating Entity;
- (c) the right to a return of the State's share of proceeds as defined in Section H (iii)(d); and
- (d) any other rights or remedies available at law or in equity including, but not limited to, the right to require that the Cooperating Entity transfer title to the Premises to the DSA or a successor designated by the DSA under such terms and conditions as the court may require. In the event that the DSA exercises any of the rights available to it upon default of the Cooperating Entity, the Cooperating Entity shall reimburse the DSA for its costs of enforcement and collection, including reasonable attorneys fees.

J. SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. In the event that the LMFB or the DSA ceases to exist, the rights and responsibilities of that party shall automatically be vested in any successor agency designated by the Legislature. Failing legislative designation, the successor agency shall be as determined by the Governor.

K. AMENDMENT: This Agreement may not be amended, in whole or in part, except with the written consent of all of the parties hereto.



**Project Boundary Map,
Royal River-Bayview Estuary
Phase 2**

CERTIFICATION

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED UPON A FIELD SURVEY OF THE PROPERTY AND THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. WE ARE NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THIS SURVEY.

DATE: SEPTEMBER 19, 2005
BY: WILLIAM C. SHIPPEN, PLS #7118

BOUNDARY SURVEY

BAYVIEW STREET, VANDUKE, MAINE
MADE FOR OWEN HASKELL, INC.

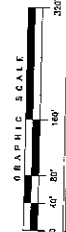
OWEN HASKELL, INC.
16 CHURCH ST., PORTLAND, ME 04101 (207) 771-8281

Drawn By	Check By	Date	Scale	Drawn No.
WCS	WCS	SEPTEMBER 19, 2005	1" = 20'	1

Received
Recorded Register of Deeds
Dec 21, 2005 01:12:01P
Cumberland County
John E OBrien

- PLAN REFERENCES**
1. "PLAN OF PROPERTY OF VANDUKE, MAINE MADE FOR ALBERT W. HASKELL, JR. BY OWEN HASKELL, INC. DATED OCTOBER 1952."
 2. "PROPERTY OF 'JAMES E. AND CHARLES P. HAZEN' BY CHARLES LONGHARD DATED SEPTEMBER 1954."
 3. "PLAN OF LAND BAYVIEW STREET, VANDUKE, MAINE FOR MR. KENNETH MOLLER BY WELLS ENGINEERING DATED SEPTEMBER 1954."
 4. "BOUNDARY SURVEY OF BAYVIEW STREET, VANDUKE, MAINE MADE FOR OWEN HASKELL, INC. BY OWEN HASKELL, INC. DATED JULY 24, 2003 BY OWEN HASKELL, INC."

- NOTES**
1. OWNER OF RECORD: GEOFFREY R. SPEAR
 2. PARCEL IS SHOWN AS LOT 17 AND A PORTION OF LOT 18 ON THE TOWN OF VANDUKE ASSESSORS MAP # 6.
 3. RECORDS ARE PER PLAN REFERENCE 4.
 4. AN ASSUMED WIDTH OF BAYVIEW STREET OF 30 FEET (40.5 FEET) WAS USED TO DETERMINE THE LOCATION OF THE BAYVIEW STREET RIGHT-OF-WAY.
 5. LIMITS OF POND AND APPROXIMATE HIGH WATER ALONG THE ROYAL RIVER WERE DETERMINED FROM AERIAL PHOTOGRAPH OVERLAY AND NOT FIELD SURVEYED.

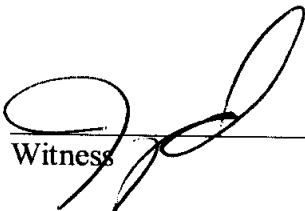


PEDESTRIAN EASEMENT DEED

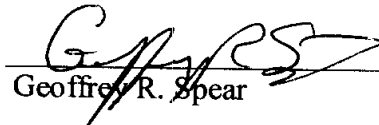
KNOW ALL BY THESE PRESENTS, that **GEOFFREY R. SPEAR**, of the Town of Yarmouth, County of Cumberland and State of Maine (hereinafter collectively referred to as "Grantor"), for good and valuable consideration, grant to the **TOWN OF YARMOUTH**, with a mailing address of 200 Main Street, Yarmouth, Maine 04096 (hereinafter referred to as "Grantee"), a six (6') foot wide pedestrian easement located in the Town of Yarmouth, County of Cumberland and State of Maine, and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof

IN WITNESS WHEREOF, Geoffrey R. Spear has executed this instrument this 28th day of August, 2008.



Witness



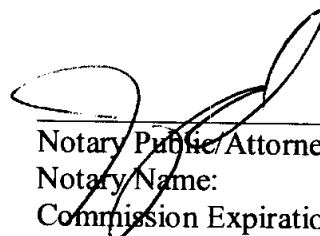
Geoffrey R. Spear

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

DATED: August 28, 2008

Personally appeared before me Geoffrey R. Spear and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Notary Public/Attorney at Law
Notary Name:
Commission Expiration:

SEAL

JEROME J. GAMACHE
Notary Public, Maine
My Commission Expires June 23, 2013

EXHIBIT A

A six (6') foot wide pedestrian easement located on the westerly side of the land of the Grantor, said pedestrian easement being more particularly shown and depicted as "TRAIL" and "APPROX. TRAIL & APPROX. EASEMENT. FINAL ESMT & TRAIL LOC. TO BE DEFINED BASED ON ASBUILT FIELD SURVEY." on a plan by Stantec Consulting Services Inc., and being attached hereto and made a part hereof as Exhibit B.

Being a portion of the land of the Grantor described in a Warranty Deed by Grace D. Spear dated March 19, 1984 and recorded in the Cumberland County Registry of Deeds in Book 6406, Page 313.

The pedestrian easement is for the benefit the Grantee, its agents and invitees, so long as the Grantee is the owner of the land more particularly described in a Quitclaim Deed With Covenant by Geoffrey R. Spear, dated December 21, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23520, Page 131, and so long as the Grantee's land is managed for conservation purposes pursuant to the terms and conditions contained in the Quitclaim Deed With Covenant by Geoffrey R. Spear, dated December 21, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23520, Page 131; Land For Maine's Future Fund Project Agreement dated December 20, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23520, Page 136; and Conservation Easement on Bayview Street Land in Yarmouth, Cumberland County, Maine to Friends of Royal River (Phase II) dated December 20, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23520, Page 145.

The sole purpose of this pedestrian easement is to provide pedestrian access over the land of the Grantor for the benefit of the Grantee, its agents and invitees, so long as Grantee is the owner of the above-described parcel of land.

The pedestrian easement is made subject to the following restrictions:

1. The pedestrian easement shall remain in a substantially undisturbed and natural condition. No surface alterations of any kind are allowed without the prior written consent of the Grantor, with the exception of clearing any dead, dying, diseased or fallen trees that actually obstruct the pedestrian easement. Such written consent shall not be unreasonably withheld for low impact practices and improvements within the easement area for safety, protection against erosion, washouts and trail wearing such as placement of erosion control fabrics, removal or covering of root trip hazards, installation of waterbars, culverts, bog bridges, or placement of gravel or mulch to provide dry and secure footing; provided, however, that all improvements shall be minimum necessary to accomplish the purposes of low intensity pedestrian hiking and walking only.
2. The pedestrian easement shall be used for the purpose of conservation purposes including, but not necessarily limited to, land management, conservation, charitable fundraising, educational activities, community events, tours, and daytime low-impact outdoor recreational use by the general public.

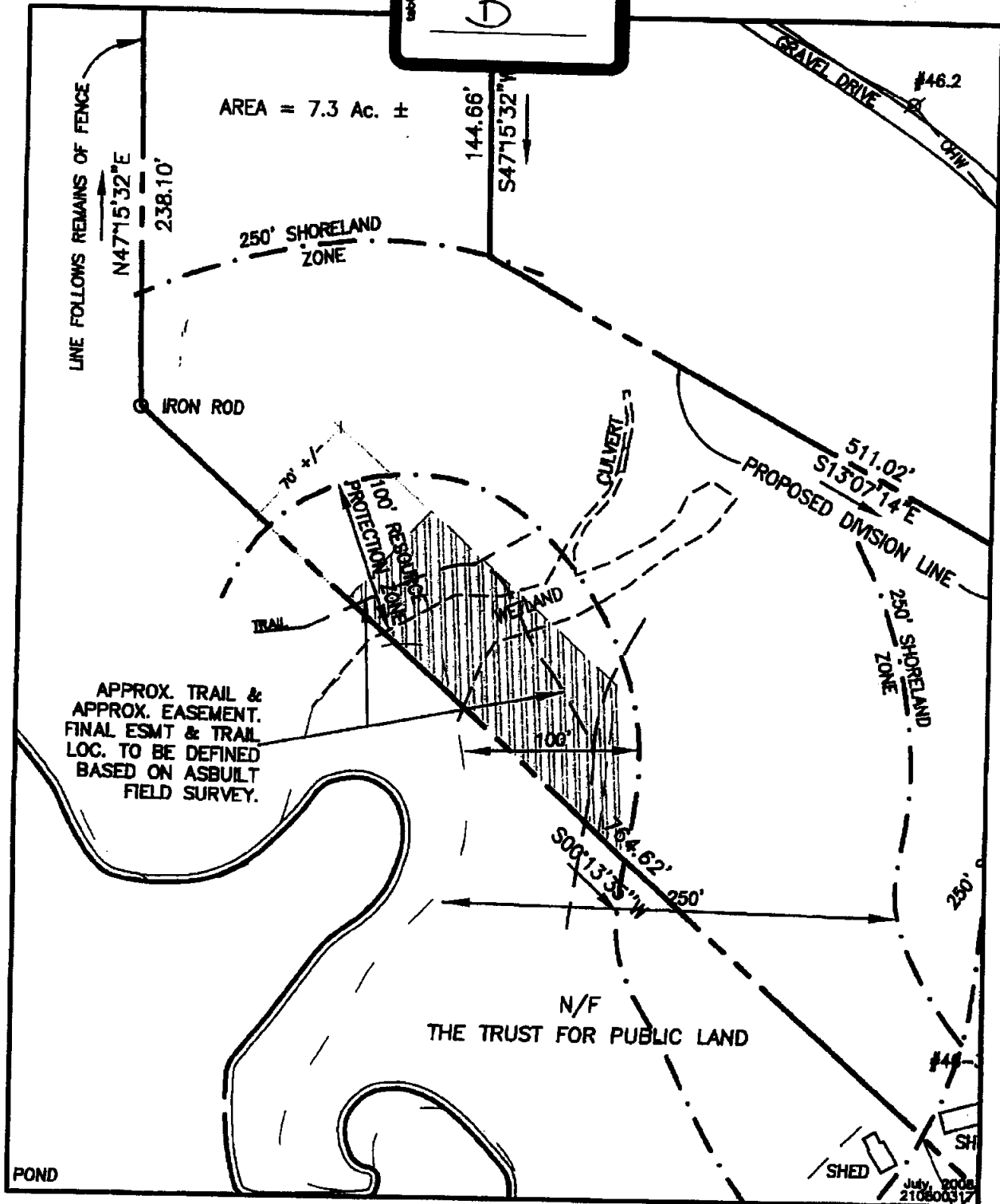
3. The pedestrian easement shall not be used for any purpose before sunrise or after sunset without the prior written consent of the Grantor.
4. No structures are to be located in the pedestrian easement area without the prior written consent of the Grantor. "Structures" include minor structures such as plaques, monuments, kiosks, seats, benches, picnic tables, privies, boardwalks, markers, steps, trail bridges, culverts, water bars and railings. Nothing in this Paragraph shall prohibit or restrict Grantee from those low impact practices and improvements expressly provided for in Paragraph 1 of this Easement.
5. No commercial, passenger or personal recreational vehicles are allowed in or on the pedestrian easement. If requested by the Grantor, the Grantee agrees to install signage to prohibit the use of any such non-permitted vehicles.

Except as limited below, Grantee agrees, at its sole cost and expense and in addition to any other right or remedy of Grantor hereunder, to indemnify and save harmless Grantor from and against all loss, cost, expense, liability and claims (but excluding any liability arising out of the negligence or willful misconduct of Grantor), including, without limitation, reasonable attorney's fees and court costs, arising from or in connection with (i) Grantee, its agents or its invitees use of the pedestrian easement; (ii) any act or omission done in, near, or on the pedestrian easement by Grantee, its agents or invitees; (iii) any breach or default on the part of Grantee pursuant to the terms of this pedestrian easement; or (iv) any act or negligence or willful misconduct of Grantee or any of their agents or invitees. Grantor claims the rights and protections against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. §159-A, et seq., as amended, and successor provisions thereof (The Maine Recreation Use Statute), and under any other applicable provision of law and equity. The obligation of the Grantee to defend and indemnify the Grantor shall not waive any defense immunity or limitation of liability, which may be available to the Grantor, its officers, agents or employees, under the Maine Tort Claims Act pursuant to the provisions of 14 MRSA Section 8101 et seq. or any other privileges or immunities as may be provided by law.

EXHIBIT

B

Doc#: 49720 Bk:26312 Pg: 8



Stantec

Stantec Consulting Services Inc.
22 Free Street Suite 205
Portland, ME 04101
3900
Tel. 207-775-3211
Fax. 207-775-6434
www.stantec.com

Scale = 1"=80'
Received
Recorded Register of Deeds
Sep 02, 2008 02:49:14P
Cumberland County
Pamela E. Lovley

Client/Project
Buchanan
Spear Property
Yarmouth, Maine
Figure No.
1.0
Title

Exhibit A (Approximate)
Proposed Trail Easement

WARRANTY DEED
(Maine Statutory Short Form)

I, **ROBERT L. CATELL**, of Yarmouth, in the County of Cumberland and State of Maine, for consideration paid grant to the **TOWN OF YARMOUTH**, a Maine municipal corporation, with a mailing address 200 Main Street, Yarmouth, Maine 04096, with Warranty Covenants, the following described real property:

A certain lot or parcel of land located in the Town of Yarmouth, Cumberland County, Maine, and being more particularly bounded and described in Schedule A attached hereto and made a part hereof.

The property is conveyed subject to the restriction that it is to be used for public parkland purposes only, including open space uses and public recreational uses, and that no buildings are to be erected on the property conveyed hereby. Nothing herein restricts the erection of structures other than buildings, such as foot bridges, boardwalks, fences, erosion control structures or the like.

Meaning and intending to convey and hereby conveying a portion of the property conveyed to me by Warranty Deed from Cynthia R. Catell dated December 30, 2002 and recorded in the Cumberland County Registry of Deeds in Book 18654, Page 312.

Witness my hand and seal this 24th day of December, 2011.

WITNESS

Katharine Severick

R. L. Catell
Robert L. Catell

New Hampshire
State of ~~Maine~~
County of Rockingham

December 24th, 2011

Personally appeared before me the above named Robert L. Catell and acknowledged the foregoing instrument to be his free act and deed.



Stephanie Neal
Notary Public/Attorney at Law
Print Name Stephanie Neal
My Commission Expires 6/27/2012

SCHEDULE A

A certain parcel of land comprised mostly of salt marsh situated in the Town of Yarmouth, County of Cumberland and State of Maine on the east shore of the Royal River, so called, being the westernmost portion of that parcel conveyed to this grantor by deed recorded in the Cumberland County Registry of Deeds in Book 18654, Page 312, and depicted as **Parcel C** on a certain plan made for Robert Catell, 435 Bayview Street, Yarmouth, Maine entitled "Plan of Proposed Lot Split, Bayview Street, Yarmouth, Maine" dated April 13, 2011 by Royal River Survey Co., recorded in the Cumberland County Registry of Deeds in Plan Book 211, Page 381 (the "Plan").

The premises conveyed hereby being all that portion of the aforesaid recorded parcel situated **westerly of the following described line**, to wit:

Commencing at the easternmost corner of the aforesaid recorded parcel of this grantor at the westerly sideline of Bayview Street, so called and the northernmost corner of land now or formerly of the Town of Yarmouth as described in the deed recorded in said registry in Book 21771, Page 19 and depicted on a certain plan recorded in said registry in Plan Book 204 Page 662, and proceeding as follows;

Thence S 48°-23'-35" W along the land of said Town of Yarmouth for a distance of 576.92 feet to a granite monument set in the top of a certain embankment;

Thence S 58°-53'-34" W along the land of said Town of Yarmouth for a distance of 65 feet to a certain survey marker and the **Point of Beginning** of the line heretofore mentioned, said line being the easterly bound of Parcel C hereby conveyed.

Thence along the easterly bound of Parcel C and the westerly bound of the remaining land of this grantor N 12°-41'-00" W a distance of 249.24 to a certain survey marker and the land now or formerly of John Spencer Jones, Jr. and Emily Sneath Jones as described in the deed recorded in said registry in Book 24344, Page 184, and terminus of the hereby described line.

No access to Parcel C shall be afforded over the remaining lands of the Grantor. Grantee, by acceptance hereof, agrees that access to above described Parcel C shall be from other adjoining lands of the Grantee.

Being a parcel of land depicted as 2.87 acres, more or less, bounded westerly by the Royal River, northerly by said Jones, easterly by the grantor herein and southerly by the

Town of Yarmouth aforesaid. Parcel C is depicted on a certain survey plan to be recorded herewith entitled, "Plan of Proposed Lot Split made for Robert Catell", dated April 13, 2011 by Royal River Survey Company. Original survey work for the Robert Catell property boundary prepared by the Owen Haskell Company and depicted on a certain survey plan entitled, "Boundary Survey on Bayview Street in Yarmouth Maine for Robert Catell" dated April 2003. Markers described as "certain survey marker" are 5/8" diameter steel rebar with identification cap inscribed, "Royal River PLS 1154".

Received
Recorded Register of Deeds
Dec 29, 2011 03:30:27P
Cumberland County
Pamela E. Lovley

RECEIVED 2011 DEC 29 03:30:27
CUMBERLAND COUNTY
PAMELA E. LOVLEY

APPENDIX B:

Photo Log

This Space Intentionally
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PHOTO LOG- TOWN OF YARMOUTH, SPEAR FARM BOARDWALK PROJECT

Photos Taken 4/14/2022



Photo 1 (Wetland Crossing #1, looking southwest)



Photo 2 (Wetland Crossing #1, looking northeast)



Photo 3 (Wetland Crossing #2, looking southwest)



Photo 4 (Wetland Crossing #2, looking northeast)

PHOTO LOG- TOWN OF YARMOUTH, SPEAR FARM BOARDWALK PROJECT

Photos Taken 4/14/2022



Photo 5 (Wetland Crossing #3, looking east)



Photo 6 (Wetland Crossing #3, looking west)



Photo 7 (Wetland Crossing #4, looking east)



Photo 8 (Wetland Crossing #4, looking west)

PHOTO LOG- TOWN OF YARMOUTH, SPEAR FARM BOARDWALK PROJECT

Photos Taken 4/14/2022



Photo 9 (Wetland Crossing #5, looking northeast)



Photo 10 (Wetland Crossing #6, looking east)



Photo 11 (Wetland Crossing #6, looking west)

PHOTO LOG- TOWN OF YARMOUTH, SPEAR FARM BOARDWALK PROJECT

Photos Taken 4/14/2022



Photo 12 (Wetland Crossing #7, looking south)



Photo 13 (Wetland Crossing #7, looking north)



Photo 14 (Wetland Crossing #8, looking east)



Photo 15 (Wetland Crossing #8, looking west)

Appendix C: Clearance Letter from MHPC and Maine DEP Tier Waiver

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Karyn MacNeill
Director

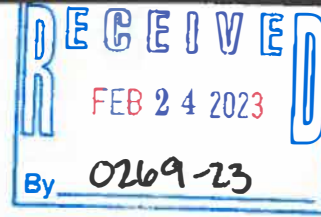
Erik Donohoe
Parks Specialist



200 Main Street • Yarmouth, Maine 04096 • Phone (207) 846-2406 • FAX (207) 846-2421

February 22, 2023

Kirk Mohney
Maine Historic Preservation Commission
55 Capitol Street, 65 State House Station
Augusta, ME 04333-0065



RE: Spear Farm Estuary Preserve Trail Improvement Project - YARMOUTH, MAINE

Dear Mr. Mohney:

Yarmouth Community Service is planning improvements to the existing trail system at the Town owned Spear Farm Estuary Preserve. The property currently contains approximately 1 mile of trails leading to the Royal River estuary and around a freshwater impoundment contained within the property.

The scope of work is as follows:

- Replace bog bridging in 5 wetland crossing locations with raised pipe support wooden boardwalks.
- Replace bog bridging in 4 upland trail sections with gravel hardened trail.

Yarmouth Community Services will be applying for a local Shoreland Zone Permit and a Maine DEP NRPATier 1 permit. All proposed work is limited to the existing footprint of the trail. There is an earthen dam on the property constructed in 1965 by the U.S. Fish and Wildlife Services to improve wading bird and waterfowl habitat. Part of the existing trail route follows the top of the earthen dam between the freshwater pond and the saltmarsh. There are no other structures (stone walls, bridges, culverts, buildings, etc.) that will be impacted by the project. The trails and associated proposed new structures are low impact and located in highly vegetated areas, so it isn't anticipated that any buildings over 50 years old will have a view of the project.

Please review this material and inform me of any potential impacts to historical resources.

Sincerely,

Erik Donohoe
Parks Specialist, Yarmouth Community Services
207-846-2406
200 Main St.
Yarmouth, ME 04096

Based on the information submitted, I have concluded that there will be no historic properties affected by the proposed undertaking, as defined by Section 106 of the National Historic Preservation Act. Consequently, pursuant to 36 CFR 800.4(d)(1), no further Section 106 consultation is required unless additional resources are discovered during project implementation pursuant to 36 CFR 800.13.

Kirk F. Mohney
Kirk F. Mohney,
State Historic Preservation Officer
Maine Historic Preservation Commission

3/7/23
Date

Attachments: Location Map
Site Plan
Drawings
Photos of the river and stream shorelines



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

TOWN OF YARMOUTH) NATURAL RESOURCES PROTECTION ACT
Yarmouth, Cumberland County) FRESHWATER WETLAND ALTERATION
RECREATIONAL TRAIL) WATER QUALITY CERTIFICATION
L-30313-TA-A-N)
(partial after-the-fact approval)) FINDINGS OF FACT AND ORDER

Project Description: The applicant is seeking partial-after-the-fact approval for the installation of two wetland crossings (WC), one of which is a stream crossing (WC-6); and the improvement and modification of six existing wetland crossings, one of which is a stream crossing (WC-4). The existing crossings are associated with a recreational trail system and were constructed between 2004 and 2018. Of the existing crossings, WC-1, 2, 3, 4, 5, and 8 are bog bridges and WC-6 and WC-7 are boardwalks. The cumulative length of the existing crossings is 168 linear feet and together directly impact 92 square feet of freshwater forested wetland and indirectly impact 413 square feet of freshwater forested wetland, as summarized in the submitted table labeled, "Wetland Impacts," prepared by Erik Donohoe.

The proposed activities and existing crossings will result in 163 square feet of direct impacts and 743 square feet of indirect impacts to freshwater wetlands, of which 163 square feet of direct and 621 square feet of indirect are impacts to forested freshwater wetlands considered wetlands of special significance because of their proximity to a coastal wetland and to a great pond. After reviewing the information in the file, the Department determined that the activity will not negatively affect the freshwater wetlands of special significance or other protected natural resources; therefore, the proposed project is eligible for Tier 1 review.

The applicant proposes to replace WC-1, 2, 4, and 5 with four-foot-wide pipe-supported raised boardwalks because the existing bog bridges do not adequately span the wetlands to provide safe pedestrian access. The applicant proposes to remove WC-3 and install a six-foot wide by 15-foot-long gravel hardened trail section with an HDPE culvert to provide emergency access and maintenance access to the property. The applicant proposes to replace bog bridge WC-8 with a seven-foot wide by 15-foot-long bridge crossing. WC-6 and WC-7 will remain as built. The applicant has avoided and minimized wetland impacts to the greatest extent practicable by eliminating the majority of the direct impact associated with WC-1, 2, 4, 5 and 8 and by utilizing 1H:1V side slopes and installing a culvert to maintain connectivity at WC-3.

The proposed project is shown on a set of plans, the first of which is titled "Site Plan Spear Farm Boardwalk Project," prepared by Erik Donohoe and dated February 24, 2023. The proposed project is located on Bayview Street in the Town of Yarmouth.

The applicant submitted a Natural Resource Protection Act (NRPA) Permit by Rule (PBR) Notification Form (PBR#76815) pursuant to Chapter 305 PBR Standards Section 2 and Section 10 (06-096 Ch. 305 § 2 and 10, last amended June 8, 2012) for an activity adjacent to a protected

natural resource and stream crossings. PBR#76815 was accepted by the Department on June 1, 2023.

Permit for:	<input checked="" type="checkbox"/> Tier 1
DEP Decision:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied (see attached letter)
Please note: A U. S. Army Corps of Engineers permit may also be required for your project. The Corps typically accepts a copy of your Maine DEP NRPA application, but you are responsible for submittal to the Corps. We encourage you to contact them directly at cenae-r-me@usace.army.mil or (207) 623-8367 to discuss their application process. Please note that no regulated work within Corps jurisdiction may be started until you receive a Corps permit.	

Standard Conditions:

- 1) If construction or operation of the activity is not begun within four (4) years from the date signed, this permit shall lapse and the applicant shall reapply to the Department for a new permit. This permit is transferable only with prior approval from the Department. If the activity is associated with a larger project, starting any aspect of that project constitutes start of construction.
- 2) The project shall be completed according to the plans in the application. Any change in the project plans must be reviewed and approved by the Department.
- 3) Properly installed erosion control measures shall be installed prior to beginning the project, and all disturbed soil should be stabilized immediately upon project completion.
- 4) A copy of this approval will be sent to the Town of Yarmouth. Department approval of your activity does not supersede or substitute the need for any necessary local approvals.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 15th DAY OF JUNE 2023.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: 
For: Melanie Loyzim, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

AG/L30319AN/ATS#90906

<p>FILED June 15th, 2023 State of Maine Board of Environmental Protection</p>



Natural Resources Protection Act (NRPA) Standard Conditions

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCES PROTECTION ACT, 38 M.R.S. § 480-A ET SEQ., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

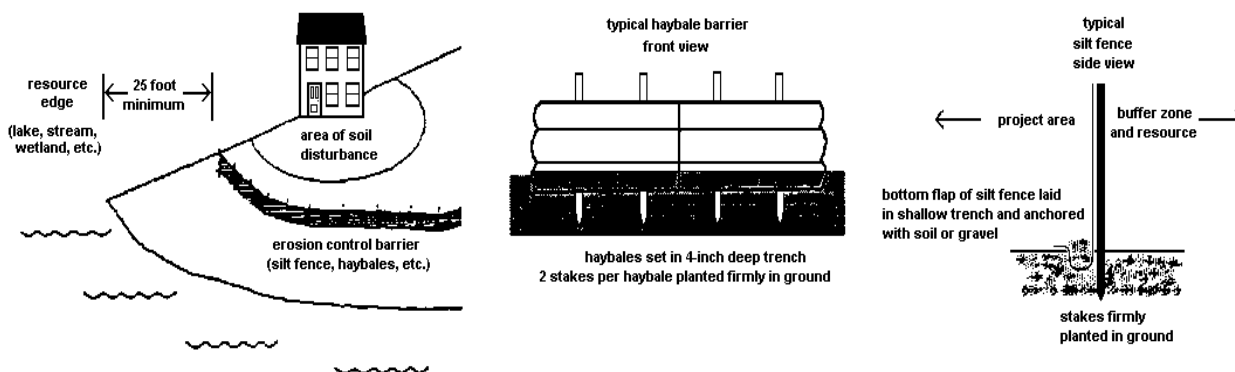


STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
 17 STATE HOUSE STATION, AUGUSTA, MAINE 04333

Erosion Control for Homeowners

Before Construction

1. If you have hired a contractor, make sure you discuss your permit with them. Talk about what measures they plan to take to control erosion. Everybody involved should understand what the resource is, and where it is located. Most people can identify the edge of a lake or river. However, the edges of wetlands are often not so obvious. Your contractor may be the person actually pushing dirt around, but you are both responsible for complying with the permit.
2. Call around to find where erosion control materials are available. Chances are your contractor has these materials already on hand. You probably will need silt fence, hay bales, wooden stakes, grass seed (or conservation mix), and perhaps filter fabric. Places to check for these items include farm & feed supply stores, garden & lawn suppliers, and landscaping companies. It is not always easy to find hay or straw during late winter and early spring. It also may be more expensive during those times of year. Plan ahead – buy a supply early and keep it under a tarp.
3. Before any soil is disturbed, make sure an erosion control barrier has been installed. The barrier can be either a silt fence, a row of staked hay bales, or both. Use the drawings below as a guide for correct installation and placement. The barrier should be placed as close as possible to the soil-disturbance activity.
4. If a contractor is installing the erosion control barrier, double check it as a precaution. Erosion control barriers should be installed “on the contour,” meaning at the same level or elevation across the land slope, whenever possible. This keeps stormwater from flowing to the lowest point along the barrier where it can build up and overflow or destroy the barrier.



During Construction

1. Use lots of hay or straw mulch on disturbed soil. The idea behind mulch is to prevent rain from striking the soil directly. It is the force of raindrops hitting the bare ground that makes the soil begin to move downslope with the runoff water, and cause erosion. More than 90% of erosion is prevented by keeping the soil covered.
2. Inspect your erosion control barriers frequently. This is especially important after a rainfall. If there is muddy water leaving the project site, then your erosion controls are not working as intended. You or your contractor then need to figure out what can be done to prevent more soil from getting past the barrier.
3. Keep your erosion control barrier up and maintained until you get a good and healthy growth of grass and the area is permanently stabilized.

After Construction

1. After your project is finished, seed the area. Note that all ground covers are not equal. For example, a mix of creeping red fescue and Kentucky bluegrass is a good choice for lawns and other high-maintenance areas. But this same seed mix is a poor selection for stabilizing a road shoulder or a cut bank that you don't intend to mow. Your contractor may have experience with different seed mixes, or you might contact a seed supplier for advice.
2. Do not spread grass seed after September 15. There is the likelihood that germinating seedlings could be killed by a frost before they have a chance to become established. Instead, mulch the area with a thick layer of hay or straw. In the spring, rake off the mulch and then seed the area. Don't forget to mulch again to hold in moisture and prevent the seed from washing away or being eaten by birds or other animals.
3. Keep your erosion control barrier up and maintained until you get a good and healthy growth of grass and the area is permanently stabilized.

Why Control Erosion?**To Protect Water Quality**

When soil erodes into protected resources such as streams, rivers, wetlands, and lakes, it has many bad effects. Eroding soil particles carry phosphorus to the water. An excess of phosphorus can lead to explosions of algae growth in lakes and ponds called blooms. The water will look green and can have green slime in it. If you are near a lake or pond, this is not pleasant for swimming, and when the soil settles out on the bottom, it smothers fish eggs and small animals eaten by fish. There are many other effects as well, which are all bad.

To Protect the Soil

It has taken thousands of years for our soil to develop. Its usefulness is evident all around us, from sustaining forests and growing our garden vegetables, to even treating our septic wastewater! We cannot afford to waste this valuable resource.

To Save Money (\$\$)

Replacing topsoil or gravel washed off your property can be expensive. You end up paying twice because State and local governments wind up spending your tax dollars to dig out ditches and storm drains that have become choked with sediment from soil erosion.



DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: August 2021

Contact: (207) 314-1458

SUMMARY

This document provides information regarding a person's rights and obligations in filing an administrative or judicial appeal of a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner.

Except as provided below, there are two methods available to an aggrieved person seeking to appeal a licensing decision made by the DEP Commissioner: (1) an administrative process before the Board of Environmental Protection (Board); or (2) a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development ([35-A M.R.S. § 3451\(4\)](#)) or a general permit for an offshore wind energy demonstration project ([38 M.R.S. § 480-HH\(1\)](#)) or a general permit for a tidal energy demonstration project ([38 M.R.S. § 636-A](#)) must be taken to the Supreme Judicial Court sitting as the Law Court.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

A person filing an appeal with the Board should review Organization and Powers, [38 M.R.S. §§ 341-D\(4\)](#) and [346](#); the Maine Administrative Procedure Act, 5 M.R.S. § [11001](#); and the DEP's [Rule Concerning the Processing of Applications and Other Administrative Matters \(Chapter 2\)](#), 06-096 C.M.R. ch. 2.

DEADLINE TO SUBMIT AN APPEAL TO THE BOARD

Not more than 30 days following the filing of a license decision by the Commissioner with the Board, an aggrieved person may appeal to the Board for review of the Commissioner's decision. The filing of an appeal with the Board, in care of the Board Clerk, is complete when the Board receives the submission by the close of business on the due date (5:00 p.m. on the 30th calendar day from which the Commissioner's decision was filed with the Board, as determined by the received time stamp on the document or electronic mail). Appeals filed after 5:00 p.m. on the 30th calendar day from which the Commissioner's decision was filed with the Board will be dismissed as untimely, absent a showing of good cause.

HOW TO SUBMIT AN APPEAL TO THE BOARD

An appeal to the Board may be submitted via postal mail or electronic mail and must contain all signatures and required appeal contents. An electronic filing must contain the scanned original signature of the appellant(s). The appeal documents must be sent to the following address.

Chair, Board of Environmental Protection
c/o Board Clerk
17 State House Station
Augusta, ME 04333-0017
ruth.a.burke@maine.gov

The DEP may also request the submittal of the original signed paper appeal documents when the appeal is filed electronically. The risk of material not being received in a timely manner is on the sender, regardless of the method used.

At the time an appeal is filed with the Board, the appellant must send a copy of the appeal to: (1) the Commissioner of the DEP (Maine Department of Environmental Protection, 17 State House Station, Augusta, Maine 04333-0017); (2) the licensee; and if a hearing was held on the application, (3) any intervenors in that hearing proceeding. **Please contact the DEP at 207-287-7688 with questions or for contact information regarding a specific licensing decision.**

REQUIRED APPEAL CONTENTS

A complete appeal must contain the following information at the time the appeal is submitted.

1. *Aggrieved status.* The appeal must explain how the appellant has standing to bring the appeal. This requires an explanation of how the appellant may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions, or conditions objected to or believed to be in error.* The appeal must identify the specific findings of fact, conclusions of law, license conditions, or other aspects of the written license decision or of the license review process that the appellant objects to or believes to be in error.
3. *The basis of the objections or challenge.* For the objections identified in Item #2, the appeal must state why the appellant believes that the license decision is incorrect and should be modified or reversed. If possible, the appeal should cite specific evidence in the record or specific licensing criteria that the appellant believes were not properly considered or fully addressed.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license to changes in specific license conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those matters specifically raised in the written notice of appeal.
6. *Request for hearing.* If the appellant wishes the Board to hold a public hearing on the appeal, a request for hearing must be filed as part of the notice of appeal, and it must include an offer of proof regarding the testimony and other evidence that would be presented at the hearing. The offer of proof must consist of a statement of the substance of the evidence, its relevance to the issues on appeal, and whether any witnesses would testify. The Board will hear the arguments in favor of and in opposition to a hearing on the appeal and the presentations on the merits of an appeal at a regularly scheduled meeting. If the Board decides to hold a public hearing on an appeal, that hearing will then be scheduled for a later date.
7. *New or additional evidence to be offered.* If an appellant wants to provide evidence not previously provided to DEP staff during the DEP's review of the application, the request and the proposed supplemental evidence must be submitted with the appeal. The Board may allow new or additional evidence to be considered in an appeal only under limited circumstances. The proposed supplemental evidence must be relevant and material, and (a) the person seeking to add information to the record must show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process; or (b) the evidence itself must be newly discovered and therefore unable to have been presented earlier in the process. Requirements for supplemental evidence are set forth in [Chapter 2 § 24](#).

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, and is made accessible by the DEP. Upon request, the DEP will make application materials available to review and photocopy during normal working hours. There may be a charge for copies or copying services.

2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing the appeal.* DEP staff will provide this information upon request and answer general questions regarding the appeal process.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a stay of the decision is requested and granted, a licensee may proceed with a project pending the outcome of an appeal, but the licensee runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will acknowledge receipt of an appeal, and it will provide the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials admitted by the Board as supplementary evidence, any materials admitted in response to the appeal, relevant excerpts from the DEP's administrative record for the application, and the DEP staff's recommendation, in the form of a proposed Board Order, will be provided to Board members. The appellant, the licensee, and parties of record are notified in advance of the date set for the Board's consideration of an appeal or request for a hearing. The appellant and the licensee will have an opportunity to address the Board at the Board meeting. The Board will decide whether to hold a hearing on appeal when one is requested before deciding the merits of the appeal. The Board's decision on appeal may be to affirm all or part, affirm with conditions, order a hearing to be held as expeditiously as possible, reverse all or part of the decision of the Commissioner, or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, the licensee, and parties of record of its decision on appeal.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court (see [38 M.R.S. § 346\(1\)](#); 06-096 C.M.R. ch. 2; [5 M.R.S. § 11001](#); and M.R. Civ. P. 80C). A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board Clerk at 207-287-2811 or the Board Executive Analyst at 207-314-1458 bill.hinkel@maine.gov, or for judicial appeals contact the court clerk's office in which the appeal will be filed.

Note: This information sheet, in conjunction with a review of the statutory and regulatory provisions referred to herein, is provided to help a person to understand their rights and obligations in filing an administrative or judicial appeal. The DEP provides this information sheet for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.



**Royal River
Conservation Trust**

Spear Farm Estuary Preserve – 2023 Trail Improvement Project

Erik,

Please consider this letter to be written documentation of RRCT's support of your proposed project for trail improvements at Spear Farm Estuary Preserve (SFEP), detailed in your Shoreland Zoning Application on 3/28/2023. As proposed, the project scope and included site plan drawings are within the terms of both conservation easements (Phase I and Phase II) at SFEP. This project will improve the recreational opportunities at the preserve and will enhance the short and long-term sustainability of the trails, while also improving public safety.

While RRCT has reviewed easement terms and deemed these projects compliant, please also consider this letter to be written consent from the easement Holder (RRCT), which would be required should there be any question of explicit allowance by the easement for this project. Approval and consent from RRCT are subject to continued adherence to all applicable regulations.

Thanks for your work to improve the preserve and please reach out if you need anything else from RRCT for the project.

Thanks,

Chad Fierros – Stewardship Director