

TOWN OF DAMARISCOTTA

PLANNING BOARD MEETING AGENDA

When: Monday, October 5, 2020 - 6:00 PM

Where: Damariscotta Town Hall - 21 School Street

Pledge of Allegiance

REGULAR MONTHLY MEETING for October 5, 2020

MINUTES September 14, 2020 Meeting

A. OLD BUSINESS

1. 245 US Route 1 – Morning Dew Farm – SPR Pre-application

B. NEW BUSINESS - None

C. OTHER

1. Questions from the public.
2. Housekeeping
3. Planner's Reports

D. ADJOURN

Memorandum

To: Damariscotta Planning Board
Fm: Bob Faunce
Date: September 21, 2020
Re: Morning Dew Farm – Construction of a Barn, Greenhouses, Parking Area, Compost Pad, Septic System, Well and Access Road

Brady Hatch and Brendan McQuillen have submitted an application for improvements at their farm at 245 US Route 1. They include a driveway in a MaineDOT-approved location, a 28'x70' barn for rinsing and packing produce, one pre-existing 30'x96' greenhouse and another similarly sized proposed greenhouse, a septic system, well, 24'x26' compost pad with shed roof and a parking area. The property also includes four existing temporary greenhouses that do not require PB approval.

Given the size of the property, a drainage plan is unnecessary. In addition, all work will be done in conformance with NRCS requirements. Attached are the SPR application and narrative, boundary survey, barn elevations, MaineDOT entrance permit, conservation easement and site plan. The applicant asks the PB to waive several submission requirements and to determine several others as not applicable, as follows:

Waivers

- E14 – water usage – adequate land area for wells
- E15 – plan for fire protection – will have fire extinguishers available
- E18 – demonstration of compliance with noise and air quality standards – no impact anticipated
- E19 – scenic assessment – have conservation easement

N/A

- E3h – lighting and signage – none proposed
- E3j – buildings within 50 feet of property – improvements substantial distance from property boundaries
- E9 – historic properties – none in area
- E11 – floodplains – none in area
- E13 – phosphorus impact plan – not in watershed of great pond
- E16 – letter from state on impact of historical, rare or endangered species – working farm

Staff supports the requested waivers and determinations of non-applicability and recommends final approval. See the following recommended SPR findings.

Project Name: Morning Dew Farm		Date: September 21, 2020
Site Plan Review Performance Standards		Findings
A.	Preserve and Enhance the Landscape	<i>Working farm, conservation easement</i>
B.	Relationship to Environment and Neighboring Buildings	<i>Long history in agricultural use</i>
C.	Air Quality	<i>No impact</i>
D.	Lighting and Glare	<i>No impact</i>
E.	Noise	<i>No impact</i>
F.	Adequacy of Public Road System	<i>State highway</i>
G.	Access into the Site	<i>MaineDOT Entrance Permit</i>
H.	Parking and Circulation	<i>Adequate</i>
I.	Pedestrian Circulation	<i>Adequate</i>
J.	Existing Public Utilities and Services	<i>None</i>
K.	Water Quality	<i>Good</i>
L.	Stormwater Management	<i>Large property, limited impervious area</i>
M.	Erosion and Sedimentation Control	<i>NRCS plan</i>
N.	Water Supply	<i>Well</i>
O.	Natural Beauty	<i>Agricultural land</i>
P.	Historic and Archaeological Resources	<i>None known</i>
Q.	Filling and Excavation	<i>Limited</i>
R.	Sewage Disposal	<i>HHE-200 form</i>
S.	Phosphorus Control	<i>N/A</i>
T.	Buffer Areas	<i>Adequate</i>
U.	Signs	<i>None proposed</i>
V.	Building Appearance	<i>Barn structure</i>

For Office Use Only:

Submission Date _____

Fee Amount: _____

Town of Damariscotta Site Plan Review *Application* Form

Project Name: Morning Dew Farm Barn

1. Applicant
Brady Hatch
Brendan McQuillen

2. Applicant's Address
5 Trails End Road
Newcastle, ME 04553

3. Applicant's Tel # and Email
207.350.5075
morningdewfarm@gmail.com

4. Property Owner

same as above

5. Owner's Address

same as above

6. Owner's Tel # and Email

same as above

7. Engineer/Consultant
Rimol Greenhouse (contact: Michael Bisogno)
Adam Maltese, barn design
Alexander Brown, USDA-NRCS,
compost pad and driveway

8. Engineer/Consultant's Address
40 Londonderry Turnpike, Hooksett, NH
Abbie Lane, Damariscotta, ME
50 Hospital St, Augusta, ME

9. Engineer/Consultant Tel/Email
mbisogno@rimol.com 802-495-6197
adammaltese@gmail.com
alexander.brown@usda.gov 207-480-3939

10. Location/Address of Property
245 U.S. Route 1
Damariscotta

11. Tax Map/Lot & Date Lot Created
003-060-003

12. Zoning District
C-2

✓	<i>if submitted</i>
---	---------------------

✓	13	Description of property including a description of all proposed construction, (e.g. land clearing, road building, buildings, parking, signage, utilities, parking areas, etc.)
---	----	--

✓	E.1	Signed SPR Application
✓	E.2	Evidence of Right, Title or Interest
✓	E.3	Site Plan at a scale of not more than 50'=1" with two 24'x36" for presentation purposes showing all of the following information:
✓	E.3 a	Names & addresses of all abutters on plan and on a separate listing
✓	E.3.b	Sketch map showing General location of site within the town
✓	E.3.c	Boundaries of all contiguous property under the control of the owner or applicant regardless of whether all or part is being developed at this time.
W	E.3.d	The bearings and distances of all property lines and the source of this information. The Board may waive the requirement of a formal boundary survey when sufficient information is available to clearly establish, on the ground, all property boundaries
✓	E.3.e	Classification(s) of the property and the location of zoning district boundaries as applicable.
✓	E.3.f	Soil types and location of soil boundaries suitable for waste water disposal as certified by a registered engineer or soil scientist.

√	E.3 g	The location of all building setbacks and buffers required by this or other ordinances of the Town of Damariscotta.
n/a	E.3 h	The location, size, and character of all signs and exterior lighting.
√	E.3.i	The location of all existing and proposed buildings (including size and height), driveways, sidewalks, parking spaces and associated structures, snow storage areas, loading areas, open spaces, large trees, open drainage courses, signs, exterior lighting, service areas, easements, and landscaping.
n/a	E.3.j	The location of all buildings within 50 feet of the parcel to be developed and the location of intersecting roads or driveways within 200 feet of the parcel.
n/a	E.3.k	The location of all buildings within 50 feet of the parcel to be developed and the location of intersecting roads or driveways within 200 feet of the parcel.
√	E.4	A Stormwater Management Plan including Low Impact Development (LID) measures in conformance with the provisions of §102.6.L. See definition of LID in §102.4
√	E.5	An erosion and sediment control plan in conformance with the provisions of §102.6.M
√	E.6	Building plans showing, at a minimum, floor plans and all elevations clearly indicating the type, color, and texture of all exterior surfacing materials of all proposed principal buildings and structures and all accessory buildings and structures.
√	E.7	Copies of any proposed or existing easements, covenants, deed restrictions, etc.
DOT permit	E.8	A list of all applicable State & Federal permits
n/a	E.9	Identification of districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or eligible for listing, in the National Register of Historic Places (see 16 U.S.C. 470w(5); 36 CFR 60 and 800).
√	E.10	Demonstration of financial and technical capacity to complete the project, as proposed, in accordance with this ordinance and the approved plan.
n/a	E.11	Location of any floodplains on the project parcel as well as any wetlands and streams as identified by a wetlands scientist or other certified wetlands professional.
√	E.12	Soils test pit log demonstrating suitable soils for subsurface sewage disposal unless connection to a public sanitary sewer is proposed, in which case a letter from the Great Salt Bay Sanitary District attesting to its ability to accept sanitary wastes from the proposed development.
n/a	E.13	A phosphorus impact report if the project is within the watershed of a great pond.
Waiver requested	E.14	An estimate of the amount of domestic water required for the project; if connection to the public water system is proposed, a letter from the Great Salt Bay Water District attesting to its ability to provide sufficient water to the project; if water is to be supplied by wells, the results of a hydrological study if required by the Planning Board.
Waiver	E.15	Plan for supplying water for fire protection.
n/a	E.16	Letters from appropriate state authorities attesting to the project's impact, if any on historic, archaeological and rare or endangered plant or animal species on or in the vicinity of the project parcel.
√	E.17	Demonstration that access to the site will be safe and will meet or exceed minimum required sight distance.
Waiver	E.18	Demonstration that the project will comply with applicable noise and air quality standards.
Waiver	E.19	A scenic assessment and landscaping plan for the site consistent with the recommendations of the Damariscotta Comprehensive Plan that includes drawings and/or photo simulations including elevations of proposed buildings, topography and landscaping as well as sidewalks (if applicable), illustrating the view from each public roadway adjacent to the proposed development.

Note: The applicant shall submit a plan that fully satisfies the §102.6 Performance Standards and, if applicable, the §102.7 Large Scale Development Performance Standards. The applicant may also submit an accompanying separate plan that sets out any proposed waivers from §102.6 and §102.7 Performance Standards accompanied by a written statement(s) explaining why the applicant believes the waivers would still accomplish the purpose of the performance standard so proposed to be altered.

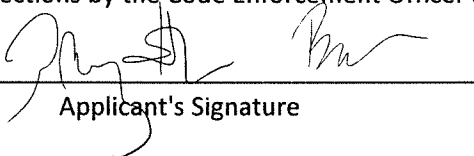
Check if Required

- Planning Board Review/Approval (e.g. Subdivision)
- Board of Appeals Review/Approval
- Flood Hazard Development Permit
- Exterior Plumbing Permit (Approved HHE-200 Application Form)
- Interior Plumbing Permit
- DEP Permit (Site Location, NRPA)
- Army Corps of Engineers (Sec. 404 of Clean Water Act)
- MaineDOT Entrance or Traffic Permit

Others:

Note: Applicant is Advised to Consult with the Code Enforcement Officer and Appropriate State and Federal Agencies to Determine Whether Additional Permits, Approvals and/or Reviews are Required

I Certify That All Information Given in this Application is Accurate. All Proposed Uses Shall be in Conformance with this Application and the Applicable Town of Damariscotta Zoning Ordinances. I Agree to Future Inspections by the Code Enforcement Officer at Reasonable Hours.



Applicant's Signature

9/18/20

Date

Agent's Signature (if applicable)

Date

Morning Dew Farm Building Project - Site Plan Review Application Narrative

Brady Hatch and Brendan McQuillen
(207)-350-5075

13) *Description of property Including a description of all proposed construction, (e.g. land clearing, road building, buildings, parking, signage, utilities, parking areas, etc.)*

Our project includes:

- a driveway for safe to access the farm property in location approved by the DOT on southwest corner of the property. Point of entry will be paved in accordance with DOT requirements and remaining length will be gravel
- Construction of 28'x70' barn for rinsing and packing our farm's produce. Project includes installation septic, electricity, drilled well. Note that this building is intended for washing vegetables. It is not a processing facility
- A small gravel area for employee and visitor parking will be near the barn, not visible from U.S. Route 1
- Construction of a 30'x96' greenhouse structure engineered and produced by Rimol in Hooksett, NH
- Driveway will extend from building to a to-be-constructed compost pad 24'x26' with concrete base and a shed roof designed by USDA-NRCS engineers

E.3b tax map attached

E.3d - We request a waiver for this requirement as sufficient information should be available to clearly establish, on the ground, all property boundaries

E.3e - The property is zoned C2 along the US Route 1 boundary The remainder is zoned Rural.

E.3f - report and design by Peter MacCready has been submitted

E.7 - A pdf copy of the agricultural easement held by Coastal Rivers Conservation Trust has been submitted by email with application

E.8 - a pdf copy of DOT permit has been submitted by email with application

E.10 - We have secured grants to cover part of the cost. Remainder of funding is committed from a CEI (Coastal Enterprises Inc) construction loan and a FAME loan.

E. 12 - see septic design Peter MacCready

E.14 - water will be supplied by drilled well, to be installed

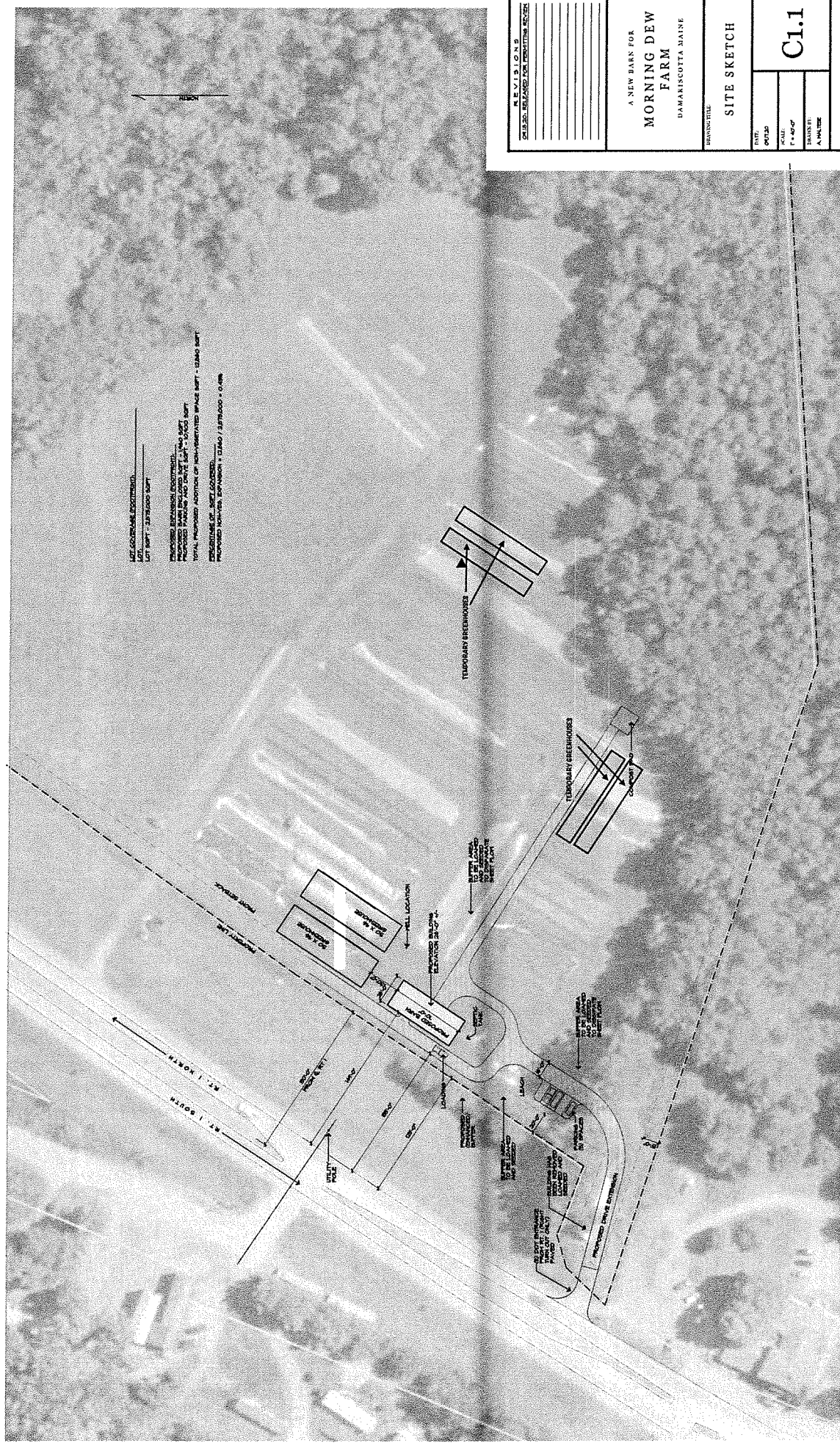
E.17 see DOT letter

E.19 Our farm is maintaining this historic farm property, keeping it in agricultural use.

Morning Dew Farm Building Project - Site Plan Review Application Narrative

List of abutters with tax map/lot numbers and mailing addresses

003-064-005	Wayne Oliver	PO box 92 South Casco, ME 04077
003-059-001	Red Brick Tavern LLC	30 Hunt Acres Road, Newcastle 04553
004-036-002	Daryl Fraser	PO box 63, Damariscotta 04543
004-035	William Fraser	74 Biscay Rd, Damariscotta 04543
004-035-001	Ernest Thompson	401 Back Meadow Rd, Damariscotta 04543
004-031-017/018	Alexander Lee	po box 1311, Damariscotta 04543



LIST LOCATIONS EXISTING:
 LOT 100 FT. 287,500 SQ FT
 PROPOSED EXPANSION FOOTPRINT:
 PROPOSED BARN FOR HORSES 100' x 100' SQ FT
 PROPOSED BARN FOR CATTLE 100' x 100' SQ FT
 TOTAL PROPOSED ADJUNCTION OF NON-RESIDENTIAL SPACE SQ FT - 12,000 SQ FT
 PROPOSED DRIVE EXTENSION: 1,200' x 20' SQ FT
 PROPOSED DRIVEWAY EXPANSION: 1,200' x 20' SQ FT - 0.044

REVISIONS
DATE
BY
DESCRIPTION

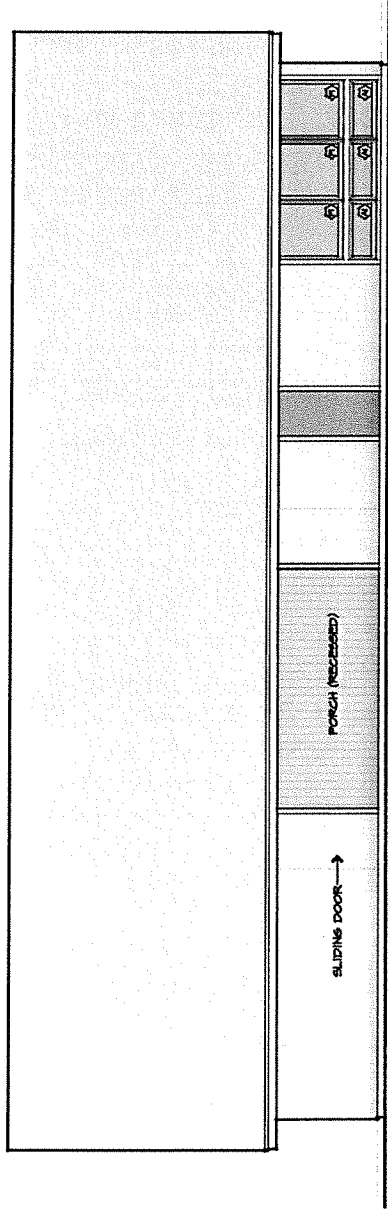
A NEW BARN FOR
MORNING DEW FARM
 DANABASKOTTA MAINE

DRAWING TITLE
SITE SKETCH

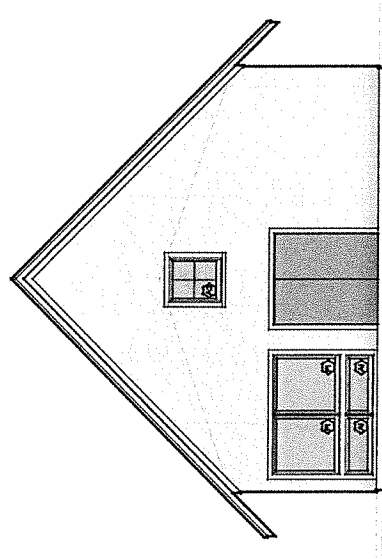
DATE: 04/15/14
 SCALE: 1" = 40' x 1"
 DRAWN BY: A. MALTESE
Cl.1

A. MALTESE DESIGN
 44 ABRIE LN.
 DANABASKOTTA, ME 04843
 TEL: 207.542.2646
 E-MAIL: adammaltese@gmail.com

0 10 20 30 40 50
 SITE SKETCH
 Cl.1 11-4-14
NOT FOR CONSTRUCTION



EAST ELEVATION
1/8" = 1'-0"

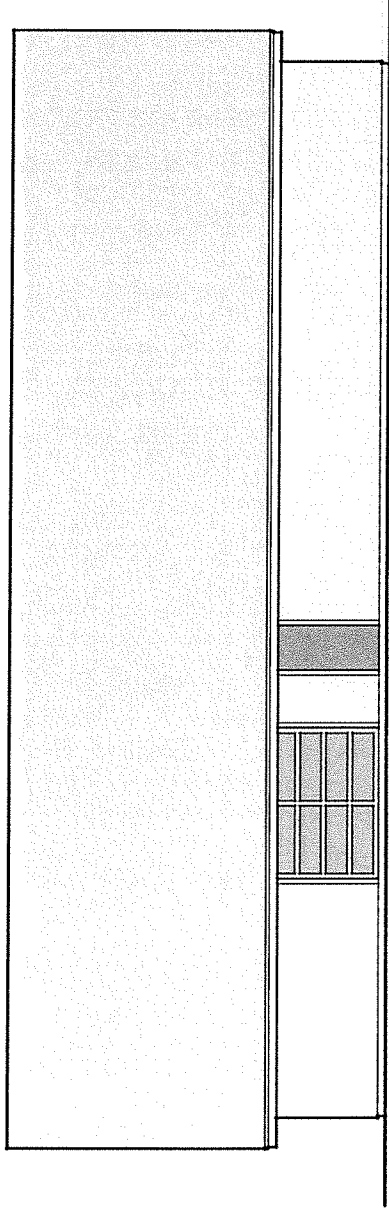


NORTH ELEVATION
1/8" = 1'-0"

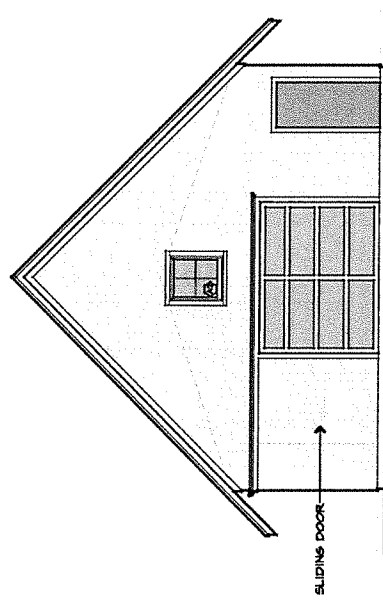
MORNING DEW FARM

DAMARISCOTTA MAINE
COTTAGE

A. MALTESE DESIGN
207.542.2646
AMALTESEDESIGN.COM



WEST ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"

MORNING DEW FARM

DAMARISCOTTA MAINE
COTTAGE

A. MALTESE DESIGN
207.542.2646
AMALTESEDESIGN.COM



After recording, please return to:

Maine Farmland Trust
97 Main Street
Belfast, Maine 04915
Attn: Director of Land Protection

AGRICULTURAL CONSERVATION EASEMENT

THIS AGRICULTURAL CONSERVATION EASEMENT (hereinafter "Easement" or "Conservation Easement") is made this 15 day of November, 2017, by **BRADY L. HATCH and BRENDAN G. McQUILLEN**, of Newcastle, Maine and having a mailing address of 5 Trails End Road, Newcastle, ME 04553 (referred to in this document as the "Grantor," which word shall include, unless the context clearly indicates otherwise, the above-named Grantor any of said Grantor's heirs, assigns, and personal representatives, and any successors in interest to the Property, and their personal representatives, successors, heirs and assigns) to **MAINE FARMLAND TRUST, INC.**, a non-profit corporation organized and existing under the laws of the State of Maine, with a mailing address of 97 Main Street, Belfast, Maine, 04915, (referred to in this document as the "Holder," which word shall include, unless the context clearly indicates otherwise, the Holder's successors and/or assigns).

Grantor is the owner of certain agricultural real property comprising approximately sixty (60) acres located in Damariscotta, Lincoln County, Maine, more particularly described on Exhibit B, and depicted on Exhibit C, both attached hereto and made a part hereof by reference, and referred to in this document as the "Property".

Holder is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter the "Code"), and meets the requirements of Section 509(a)(2) of the Code. Holder is a "qualified organization," as such term is defined in Section 170(h)(3) of the Code, and is qualified to hold conservation easements under the laws of the State of Maine.

INTENT

It is the intent of the Grantor and Holder, to protect Morning Dew North from encroaching development so that it will always be available for its traditional use as productive cropland and open fields and will forever preserve the rural, open character of traditional Maine farmland while allowing agriculture activities, limited residential use and limited commercial activity.

In order to further these ends, Grantor wishes to convey to Holder a perpetual restriction on the uses which may be made of the Property.

CONSERVATION PURPOSES

The grant of this Easement will provide a public benefit by serving the following "Conservation Purposes" as such term is defined in Section 170(h)(4)(A) of the Code:

1. The preservation of open space including farmland, pursuant to the following clearly delineated governmental conservation policies:
 - A. The Farmland Protection Policy Act, Title 7, U.S.C., Section 4201 et seq., the purpose of which is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government and private programs and policies to protect farmland";
 - B. Maine Conservation Easement Act, Title 33, Maine Revised Statutes, Sections 476 - 479-B, (hereinafter the "Maine Conservation Easement Act") which provides for permanent protection for significant conservation lands including agricultural lands;
 - C. Maine Farm and Open Space Tax Law, Title 36, Maine Revised Statutes, Section 1101 et seq., which confers preferential property tax treatment for property that owners keep undeveloped and in productive farm use or as important open space;
 - D. Maine Agricultural Protection Act, Title 7, Maine Revised Statutes, Section 153, which declares that farm operations are not a common law nuisance when operated in compliance with state and federal laws;
 - E. The Local Comprehensive Plan for Damariscotta, Maine, adopted in 2014, which sets forth the goal of preserving and protecting Damariscotta's "remaining large blocks of forested and agricultural land for their forestry, habitat, agricultural and recreational value."
2. The preservation of prime soils and soils of statewide and local importance (collectively referred to herein as "Agricultural Soils") as determined based upon map information created by Natural Resources Conservation Service, U.S. Department of Agriculture.
3. The protection of the headwaters of the South Branch of Oyster Creek, which flows into the Great Salt Bay, a state Marine Shellfish Reserve, and in turn to rest of the Damariscotta River Estuary whose clean, productive waters are essential to both aquaculture and habitat.

The agricultural and open space resources of the Property, including its Agricultural Soils, its open fields, its groundwater and surface water sources are collectively referred to in this document as the "Conservation Values" of the Property. Grantor intends that the Conservation Values of the Property be preserved and maintained, by conveying to Holder the right to preserve and protect the Conservation Values of the Property in perpetuity as set forth herein.

Baseline conditions of the Property are set forth in a Baseline Documentation Report, a copy of which is maintained in the files of the Holder as provided in Section 23 below.

As of the date of execution of this document, the current uses of the Property as agricultural and open space and its current improvements are consistent with the Conservation Purposes of this Easement as defined hereinabove.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. *Grant of Agricultural Conservation Easement*

The Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained, pursuant to the Maine Conservation Easement Act, does hereby GRANT, for consideration paid to the Holder, WITH WARRANTY COVENANTS, an Agricultural Conservation Easement in perpetuity over the Property, of the nature and character and to the extent hereinafter set forth.

TOGETHER WITH a right of way for vehicular and pedestrian access to the Property as necessary or appropriate to exercise Holder's rights hereunder, over any and all rights-of-way and roads owned by Grantor or over which Grantor has or shall have rights of access to the Property, as may be more particularly described in Exhibit B.

Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Holder to enforce these covenants in the manner described below.

2. *Priority of Purposes*

The Property consists primarily of productive agricultural land. Approximately 50% of the soils on the Property are considered prime soils or soils of statewide or local importance based upon soils map information developed by the Natural Resources Conservation Service, U.S. Department of Agriculture. The primary purpose of this Easement is to enable the Property to remain in agricultural use by preserving and protecting its Agricultural Soils, agricultural viability and productivity (hereinafter, "Primary Purpose"). Except as specifically permitted herein, no activity which shall significantly diminish or impair the actual or potential agricultural use of the Property

shall be permitted. To the extent that the preservation and protection of the other Conservation Values referenced in this Easement are consistent with the Primary Purpose stated above, it is also the purpose of this Easement to protect those values, and no activity which shall significantly diminish or impair those values shall be permitted.

3. Rights and Responsibilities Retained by Grantor

Grantor reserves all customary rights and privileges of ownership, including the rights to sell, lease, and devise the Property, as well as any other rights consistent with the Conservation Purposes set forth above and not specifically prohibited or limited by this Easement. Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law.

4. Right to Privacy

Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property.

5. Approval of Holder

Where Grantor is required to obtain Holder's approval for any proposed action hereunder, said approval

- (a) shall not be unreasonably delayed by Holder,
- (b) shall be sought and given in writing in accordance with Section 6, below, and
- (c) shall in all cases be obtained in writing by Grantor prior to Grantor taking the proposed action.

Holder shall grant approval to Grantor only where Holder, acting in Holder's sole reasonable discretion and in good faith, determines that the proposed action will not significantly diminish or impair the Conservation Values of the Property. Holder shall not be liable for any failure to grant approval to Grantor hereunder.

6. Notices

Any notices required by this Easement shall be in writing and shall be personally delivered or sent by certified mail or other verifiable delivery mode, to Grantor and Holder respectively at the following addresses, or to such other addresses as the parties may designate by notice:

To Grantor:

Brady L. Hatch and Brendan G. McQuillen
5 Trails End Road
Newcastle, ME 04553

To Holder:

Maine Farmland Trust
97 Main Street
Belfast, Maine 04915
Attn: Director of Stewardship

Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement and the Conservation Purposes hereof.

7. *Division*

- A. The Property shall remain in its current configuration as an entirety without division, partition, subdivision or other legal or *de facto* creation of lots or parcels in separate ownership. Grantor may not separate the ownership of any present or future structures or improvements on the Protected Property from the ownership of the Property by any means, direct or indirect except that structures can be removed from or relocated on the Property where permitted hereunder. Grantor may grant a security interest in any removable structure located on the Property, provided that the foreclosure and removal of the same shall not materially damage the Property.
- B. Lease of a portion of the Property for agricultural use shall not be considered a division of the Property for purposes of this Easement.
- C. Grantor may enter into boundary line agreements to resolve bona fide boundary line disputes, with the prior written approval of Holder, which approval shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement shall not be reduced by more than one quarter (1/4) acre in the aggregate without a court order.

8. *Right to Use Property for Agricultural Activities*

Grantor retains the right to use the Property for "Agricultural Activities" or to permit others to use the Property for Agricultural Activities, in accordance with applicable law. As used herein Agricultural Activities shall mean the raising, keeping, production, processing, storage or farm stand marketing of crops, livestock, and livestock products. For purposes hereof, crops, livestock and livestock products include, but are not limited to:

- (a) pastureland;
- (b) field crops;
- (c) fruits, nuts and berries;
- (d) vegetables;
- (e) horticultural specialties (including but not limited to seeds, nursery stock, ornamental shrubs, ornamental trees, Christmas trees and flowers);
- (f) livestock and livestock products (including but not limited to, horses, cattle, chickens, alpaca, sheep, swine, goats and other animals that produce meat, dairy, fibers or other products or that are used to work the farm);
- (g) timber, wood, maple sap and other products derived from trees;
- (h) hydroponics and hydroponic crops; and
- (i) aquatic plants and animals and their byproducts.

Agricultural Activities are intended to be broadly interpreted to include most endeavors which produce materials useful to mankind from soil, water, sunshine and the seasons in a way that will not compromise the opportunities of future generations to continue producing such materials on a sustained basis. As new practices come into being over the years, they are to be permitted as long as they fit the broad definition of Agricultural Activities set forth above.

9. *Agricultural Practices*

- A. All agricultural practices, including forest management and the clearing of presently forested land for pasture or crop production, shall be conducted in accordance with the Agricultural Land Easement Plan ("ALE Plan") as required by Section I, Paragraph 1 of the attached Exhibit A, and in a manner consistent with generally accepted best management practices as those practices may be identified from time to time by appropriate governmental or educational institutions and in a manner not wasteful of soil resources or detrimental to water quality or conservation. Nothing in the foregoing shall be interpreted as relieving Grantor from conducting all agricultural practices in accordance with applicable law.

B. *Additional Forest Management Requirements*

- (1) Grantor reserves the right, subject to the requirements of Sections 9.B(2) and (3) below, to conduct forest management which must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of on the Property. Forest management means all activities for the management of the forest including the stocking, harvesting and sale of forest products, the construction of roads or other access ways for the purpose of removing forest products from the Property, and the processing and sale of forest products produced on the Property, whether or not such activities are

intended to generate income. All forest management activities shall be conducted, to the extent reasonably practicable, in accordance with the following goals and in a manner not detrimental to the Conservation Purposes of this Easement:

- a. Maintaining and improving soil productivity
- b. Protecting water quality, wetlands, and riparian zones;
- c. Conducting harvest on a sustained-yield basis.

(2) Except as specifically set forth in Section 9.B(4) below, forest management shall be conducted in accordance with a Forest Management Plan. The Forest Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence. The Forestry Management Plan shall include the following:

- a. A statement of landowner objectives;
- b. Forest type map showing stands related to the prescriptions provided in the plan;
- c. A map showing soil types as determined by the USDA Natural Resource Conservation Service or its successor agency, access roads, wetlands, and surface waters;
- d. Prescriptions for each described stand, including commercial and non-commercial treatments;
- e. Explanation of how wetlands, riparian areas, and soils will be protected during road construction and other soil-disturbing activities and the implementation of stand prescriptions;
- f. A statement addressing how the prescriptions contained in the Forest Management Plan address the goals set forth in Section 9.B(1)a.-c. of this Easement.

(3) At least seven (7) days prior to harvesting, the Grantor shall submit to Holder a copy of the Forest Management Plan together with a written certification, signed by a licensed professional forester or by another qualified person approved in advance by Holder, that the Forest Management Plan has been prepared in compliance with the terms of this Easement. In the event that Holder is already in possession of a then-current Forest Management Plan for the Property, Holder may waive the requirement that Grantor re-submit the Forest Management Plan prior to harvesting.

(4) Forest management activities are permitted without a written Forest Management Plan for the following purposes:

- (a) To control unusually damaging insects and diseases and to restore forested areas damaged by natural disasters;
- (b) To prevent personal injury and property damage;

- (c) To clear forested land for pasture or crop production in accordance with the ALE Plan;
- (d) To clear land for the construction of permitted roads, utilities, and structures;
- (e) To clear trails for permitted uses on the Property; and
- (f) To harvest trees for domestic use as firewood or for other domestic uses by Grantor.

10. *Building Areas*

A. *Definition*

- (1) Farmstead Area: That approximately 6.69-acre portion of the Property within which new structures may be built, maintained and used as permitted under the terms of this Easement. There is one Farmstead Area designated on the Property, as described in Exhibit B-1 and is depicted on Exhibit C.
- (2) Agricultural Structures Areas: Building Areas to be established as provided in Section 10.B below, within which Agricultural Structures may be constructed as permitted in Section 14 below.

B. *Establishment of Agricultural Structures Areas* – A maximum of two Agricultural Structures Areas may be established on the Property as follows:

- (1) The location and size of the proposed Agricultural Structures Areas must be approved in writing by Holder and State Conservationist of the Natural Resources Conservation Service, United States Department of Agriculture. Said approval shall be based upon the following considerations:
 - (a) Minimized negative impact on the Agricultural Soils and other Conservation Values of the Property; and
 - (b) A size limit of approximately one-half acre for each Agricultural Structures Area, unless due to special circumstances articulated by Grantor, the Holder and the State Conservationist, in their sole discretion, agree that that a larger Agricultural Structures Area is warranted.

Holder's approval of the location and size of the proposed Agricultural Structures Areas, as set forth above, shall not be unreasonably withheld.

- (2) At Grantor's expense, the agreed-upon Agricultural Structures Areas shall be marked and described by survey or other permanent means approved by Holder and the State Conservationist, and a supplement to this Easement describing the boundaries of the new Agricultural Structures Areas shall be recorded in the Lincoln County Registry of Deeds. Nothing in this Section shall be construed as permitting the division or separate conveyance of the Agricultural Structures Areas.
- (3) Once the Agricultural Structures Areas are established as provided above, structures may be located or constructed therein as provided in Section 14 below. Prior to the establishment of the Agricultural Structures Areas, no such structures may be constructed or located except as otherwise permitted in this Easement.

The Farmstead Area and Agricultural Structures Areas are collectively referred to as the “Building Areas.”

11. *Right to Use the Property for Customary Rural Enterprises and Home Occupations; Temporary Events*

- A. Grantor retains the right to use the Property for otherwise lawful commercial enterprises that are ancillary to and compatible with Agriculture, such as, but not limited to, production, processing, packaging and marketing of farm products, farm machinery repair, sawmills or firewood distribution, cafes, gift stores, breweries and wineries, so long as such uses are confined to locations within the Building Areas defined in Section 10 above or are otherwise approved in writing by Holder. Notwithstanding the foregoing, commercial junkyards are expressly prohibited on the Property.
- B. Grantor retains the right to use the Property for business activities that are ancillary to and compatible with Agriculture and are carried out by or at the direction of Grantor primarily from the permitted Single Family Residential Dwelling on the Property and within the Farmstead Area, such as a home office, an arts and crafts studio, a bed and breakfast operation, or a home day-care facility.
- C. Grantor retains the right to use the Property for temporary or seasonal outdoor activities or events, including, but not limited to, weddings and festivals, so long as such activities or events do not negatively impact the Conservation Values, agricultural use, or future viability of the Property.

12. *Right to Use the Property for the Generation of Energy*

- A. *Definition* – “Renewable Energy” is energy generated from a source that is replaced on a human timescale by natural processes. Renewable Energy sources include, but are not limited to, sunlight, wind, geothermal heat, and biological processes.
- B. *Generation for Use on the Protected Property* – Grantor retains the right to generate energy, including Renewable Energy, for use principally for agricultural and residential purposes on the Protected Property. Structures for the generation of energy as provided in this Section 12.B shall be considered “New Agricultural Structures” for the purposes of Section 14.C below.
- C. *Commercial Generation of Renewable Energy* – Grantor retains the right to generate Renewable Energy for commercial use or sale, provided that said use is ancillary to, and compatible with, the use of the Property for Agriculture. This right shall be subject to the restrictions on associated structures as set forth in Section 14.C below. All leases or energy sales agreements related to said uses shall be subordinate to this Easement.

13. *Right to Use the Property for Low-Impact Recreation*

Grantor retains the right to use and to permit others to use the Property for otherwise lawful and customary low-impact recreation, including but not limited to hiking, skiing, hunting, fishing, camping, and picnicking, consistent with its traditional rural and agrarian character, to the extent such activities do not significantly diminish or impair the Conservation Values of the Property.

14. *Right to Construct Buildings and Other Improvements*

Except as otherwise provided herein, and subject to the impervious surface limitations set forth in Section 15 below, Grantor may undertake construction, reconstruction, or other improvement of the Property *only* as provided in this Section 14 and in Section I, Paragraph 3.C of the attached Exhibit A. All construction, reconstruction and improvements shall be sited and constructed so as to have minimal impact on productivity of the soils and other Conservation Values of the Property. Nothing in the foregoing shall be construed to relieve the Grantor of Grantor's obligation to conduct all such construction in accordance with applicable law.

- A. *Fences*-- Existing fences may be repaired and replaced and new fences may be built on the Property, without Notice to Holder.

- B. *Existing Structures and Improvements* - Any existing structures and improvements on the Property as of the date of the grant of this Conservation Easement are documented in the Baseline Data Report described in Section 23 below. Existing structures and improvements may be maintained, repaired, and, upon Notice to Holder, reasonably enlarged and replaced at their current locations or at other locations within the Building Area in which they were originally located. Once structures and improvements are constructed pursuant to Section 14.C below, they shall thereafter be considered existing structures and improvements, and shall be governed by this Section 14.B.

- C. *New Structures & Improvements*
 - (1) *New Single-Family Residential Dwelling* --Within the Farmstead Area, upon Notice to Holder, Grantor may construct no more than one new single-family residential dwelling, together with reasonable accessory structures, such as garages, sheds and studios that are customarily incidental and subordinate to the Residential Dwelling.
 - (2) *New Agricultural Structures*—Within the Building Areas, upon Notice to Holder, Grantor may construct new buildings and other permanent structures and improvements to be used primarily for agricultural purposes (including the processing or sale of farm products).
 - (3) *New Minor Structures*— Anywhere on the Property Grantor may, without Notice to Holder, locate and construct, minor or small scale structures associated with agriculture (including by way of illustration and not limitation, fencing, temporary agricultural structures without foundations such as hoop houses, portable greenhouses, or animal shelters) or with recreation (including by way of

illustration and not limitation, temporary hunting blinds), or for marking of boundaries, controlling unauthorized use of the Property, and advertising sale or lease of the Property. Any such structures shall be located so as to have minimal impact on the agricultural productivity and other Conservation Values of the Property.

- (4) *New Commercial Renewable Energy Structures* – Within the Building Areas, upon Notice to Holder, Grantor may construct structures for the generation of commercial Renewable Energy as provided in Section 12.C above. With prior written Approval of Holder, Grantor may construct such commercial Renewable Energy structures outside of the Building Areas.
- (5) *Farm Support Housing* – Within the Building Areas, upon Notice to Holder, Grantor may construct, within an existing structure or as a separate structure, dwellings used to house farm employees, guests, and tenants. Structures constructed for Farm Support Housing shall not exceed seven hundred fifty (750) square feet in footprint without prior written approval of Holder, which shall be given only in Holder’s sole discretion.
- (6) *Other New Structures and Improvements* -- No other structures or improvements may be built on the Property except with prior written permission of Holder. Holder shall require any approved structures to be located so as to have minimal impact on the agricultural productivity and other Conservation Values of the Property.

D. *Utility Services, Septic Systems* - Subject to the terms of Section 1, Paragraph 3.C of the attached Exhibit A, wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced anywhere on the Property, and Grantor and Holder may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved anywhere on the Property. Any such services and systems shall be located so as to have minimal impact on the agricultural productivity and other Conservation Values of the Property.

15. *Limitation on Impervious Surfaces*

- A. *Definition.* Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property. This includes, but is not limited to, permitted residential buildings, agricultural buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. Impervious surface shall be measured along the outermost perimeter of said buildings, structures or surfaces, including any attached or associated decks, steps, porches or other enclosed or open-air attachments. Gravel shall not be considered an impervious surface for the purposes of this Conservation Easement. Seasonal structures, such as floorless “hoop houses” and “high tunnel systems” which permit exposure of the soils during one or more seasons of the year are exempt from

the impervious surface limitation, as are NRCS Conservation Practices listed in, and meeting the criteria set forth in, the Maine NRCS Field Office Technical Guide, then current. This limitation does not include public roads or other roads owned and controlled by parties with superior rights to those rights conveyed to Holder by this Conservation Easement.

- B. *Limitation.* Buildings, structures and improvements existing on the Property and permitted by this Conservation Easement to be constructed or placed on the Property, shall not, in the aggregate, cause more than six percent (6%) of the total area of the Property (156,816 square feet or 3.6 acres) to be covered by impervious surfaces as defined above in Section 15.A. At the time of the grant of this Easement, zero (0.02%) of the Property (775 square feet or .017 acres) is covered in impervious surface as documented in the Baseline Data Report described in Section 23 below.

16. *Maintenance and Improvement of Water Sources; Divestment of Water Rights*

- A. Grantor retains and reserves the right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property solely for the uses permitted by this Easement. All other utilization of water and water rights is prohibited.
- (1) Grantor may alter the natural flow of water over the Property in order to improve drainage of fields, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alterations do not significantly diminish or impair the Conservation Values of the Property and are performed in accordance with the ALE Plan. Grantor shall notify Holder prior to undertaking any major construction, reconstruction or other improvements as permitted under this Section.
 - (2) Grantor shall not convey, encumber, lease, bargain, sell or otherwise transfer or create contractual or other interests in water rights separately from the ownership of the Property.

17. *Application of Materials*

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes may be undertaken only if in accordance with applicable law, and only if Holder has given prior written approval that it is satisfied that the application of said materials will not significantly diminish or impair the Agricultural Soils, viability and productivity of the Property.

18. *Mining, On-Site Extractive Activity*

Exploration for, or development and extraction of, minerals and hydrocarbons on or from the Property by any method is prohibited, except as otherwise provided herein. Grantor may extract sand and gravel from the Property, provided said extraction is: (a) only for use upon the Property; (b) limited and localized in impact to the areas depicted on the attached Exhibit C as "Gravel Extraction Area"; (c) affecting no more than one acre of said Gravel Extraction Area in the aggregate at any time; (d) not irretrievably destructive of significant conservation values; and (e) only when reasonably necessary for, and incidental to, carrying out the improvements and agricultural production uses permitted on the Property by this Conservation Easement. Grantor shall use all practical means to mitigate any adverse effect on the agricultural productivity and other Conservation Values of the Property in carrying out any permitted extractive activities.

19. Paving and Road Construction; Other Surface Alteration

Except as otherwise provided herein and other than within the Building Areas, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material other than graded gravel, without the prior written permission of Holder. Construction and maintenance of unpaved farm and woods roads and other surface alterations that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. New roads or widening of existing roads must be approved by Holder in accordance with Section 1, Paragraph 3.C of Exhibit A. All surface alterations shall be designed and located so as to have minimal impact on the agricultural productivity and other Conservation Values of the Property. Stripping of topsoil anywhere on the Property, except as reasonably necessary for permitted improvements, is expressly prohibited.

20. Dumping and Trash

No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, sludge, or hazardous waste, shall be placed, stored, dumped, buried or abandoned on the Property, except as reasonably required for the use of the Property as permitted hereby, and except in accordance with applicable law. The storage of agricultural products, byproducts and agricultural equipment on the Property in accordance with applicable law is permitted.

21. Extinguishment of Development Rights

Except as otherwise specifically reserved to Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

22. Ongoing Responsibilities of Grantor and Holder

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Holder, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

- A. *Taxes* -- Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If Holder is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Holder for the same.
- B. *Upkeep and Maintenance* -- Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Holder shall have no obligation for the upkeep or maintenance of the Property.
- C. *Liability and Indemnification* -- Grantor acknowledges that Holder has no possessory rights in the Property, nor any responsibility or right to control, maintain, or keep up the Property. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Property. If the Holder is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, the Grantor shall indemnify and reimburse the Holder for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, unless Holder or any of its agents have committed a deliberate act that is determined by a court to be the cause of the injury or damage.

23. Baseline Documentation

The Conservation Values of the Property and its current use and state of improvement are described in a Baseline Data Report (the "Report") prepared by Holder with the cooperation of Grantor. Grantor and Holder have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement.

24. Marked Boundaries

Holder is hereby granted the right to require Grantor to keep the boundaries of the Property and the Building Areas sufficiently marked to permit Holder to accurately identify their location. In the absence of such accurately marked boundaries, Holder has the right to require Grantor to secure a survey to determine any boundary or boundaries in question. Holder shall have the right to place small markers along the perimeter of the Property, after notice to Grantor, indicating its status as land under the conservation protection of Holder.

25. Fields

- A. Unless otherwise agreed in writing by Holder, Grantor shall maintain the fields on the Property, as depicted on Exhibit C and described in the Report, such that they are kept open and not permitted to become forestland. Where planted with fruit or nut bearing

trees, Christmas trees, other ornamental trees or shrubs, the fields shall be considered to be maintained so long as Grantor is actively managing said trees or shrubs. Indications of active management shall include, but are not limited to: mulching; fertilization; trimming or pruning; mowing between and around trees and shrubs; culling diseased, unproductive, or unmarketable trees or shrubs; and harvesting fruits, nuts, trees or shrubs.

- B. In the event that Grantor fails to maintain the fields on the Property, as depicted on Exhibit C and described in the Report, Holder has the right to enter the Property and maintain the fields, either by periodic mowing, haying, bush hogging, or by other means mutually agreed to by Grantor and Holder. Holder may dispose of the byproducts of such operations to defray the expense of undertaking such actions. Income in excess of expenses for such maintenance operations shall be dedicated to the Holder's Stewardship Fund. Holder shall provide Grantor written notice at least sixty (60) days prior to conducting any field management operations, should Grantor desire to take action to maintain the fields at Grantor's own expense.

26. Enforcement

- A. It is the desire and intention of Grantor and Holder to meet sufficiently frequently to facilitate an understanding between them of the ongoing and intended operations of the farm and the impact of this Conservation Easement. Holder shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. If Holder determines that a violation of this Easement has occurred, Holder shall notify Grantor in the manner provided herein, giving Grantor reasonable time to cure the violation except where emergency circumstances require more immediate enforcement action.
- B. Notwithstanding the foregoing, where Holder in Holder's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Conservation Values of the Property, Holder may bring an action to enjoin the violation, ex parte if necessary, through temporary or permanent injunction.
- C. In addition to injunctive relief, Holder shall be entitled to seek the following remedies in the event of a violation:
 - (1) money damages, including damages for the loss of the Conservation Values protected by this Easement; and
 - (2) restoration of the Property to its condition existing prior to such violation, including the removal of offending structures;
- D. Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Holder for all its expenses incurred in preventing, stopping and correcting the violation, including, but not limited to, reasonable attorneys'

fees. The failure of Holder to discover a violation or to take immediate legal action shall not bar Holder from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs, except where Holder acknowledges or a court affirmatively determines that Holder's action to enforce this Easement was unreasonable, frivolous, or malicious, in which case Holder shall reimburse Grantor for all reasonable costs incurred by Grantor in defense of said action brought by Holder.

- E. Grantor is not responsible for any injury to or change in the Property resulting from natural causes or environmental catastrophe beyond Grantor's control, such as fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- F. Only Holder and any third-party granted rights of enforcement herein may bring an action to enforce this Conservation Easement, and nothing herein should be construed to grant any other individual or entity standing to bring an action hereunder, unless otherwise provided by law; nor to grant any rights in the Property by adverse possession or otherwise, provided that nothing in this Conservation Easement shall affect any public rights in or to the Property acquired by common law, adverse possession, prescription, or other law, independently of this Conservation Easement.

27. Transfer of Easement

Holder shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under Maine Conservation Easement Act, Section 476(2), provided the transferee expressly agrees to assume the responsibility imposed on Holder by this Easement. If Holder ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement.

28. Transfer of Property and Merger

Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in all or a portion of the Property. Grantor shall notify Holder in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. Failure of Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.

29. Discretionary Approvals and Amendment of Conservation Easement

- A. Grantor and Holder recognize that certain activities by the Grantor may only be conducted with the prior discretionary approval of the Holder as required herein, and that the Holder has the right but not the obligation to issue such discretionary approvals without prior notice to any other party.
- B. Grantor and Holder recognize that rare and extraordinary circumstances could arise which warrant modification of certain provisions of this Conservation Easement. To this end, subject to more restrictive laws and regulations, if any, and the terms of Section II, Paragraph 5 of the attached Exhibit A, Grantor and Holder have the right to agree to amendments to this Conservation Easement, provided that, in the sole and exclusive judgment of Holder, such amendment does not violate the restrictions in Section 29.C below. Amendments will become effective upon recording at the applicable County Registry of Deeds. Nothing in this Section shall require the Grantor or the Holder to agree to any amendment or to negotiate regarding any amendment.
- C. Notwithstanding the foregoing, except as provided by § 477-A(2) of the Maine Conservation Easement Act, by which a Conservation Easement may be amended by court approval in an action in which the Attorney General is made a party, Holder and Grantor have no right or power to approve any action or agree to any discretionary approval or amendment that would
 - (1) materially detract from the Conservation Values intended for protection under this Easement;
 - (2) limit the term or result in the partial or complete termination of this Conservation Easement; or
 - (3) adversely affect the qualification of this Conservation Easement or the status of the Holder under applicable laws, including the Maine Conservation Easement Act and Sections 170(h), 501(c)(3), 2522, and 2031(c) of the Code, successor provisions thereof and regulations issued pursuant thereto.

30. *Valuation, Condemnation, Termination and Proceeds*

- A. The parties agree that the grant of this Conservation Easement creates a property right that vests immediately in Holder. The parties further agree that this property right as of the date of its creation has a fair market value that is equal to the percentage by which the fair market value of the unrestricted Property as a whole is reduced by the terms and conditions imposed by this Conservation Easement, as of the date of the execution of this Conservation Easement (hereinafter the "Proportionate Share"). The Grantor and Holder agree and stipulate that the Proportionate Share is 73.1% of the fair market value of the unrestricted Property.
- B. If either Holder or Grantor receives notice of the actual or threatened exercise of the power of eminent domain (hereinafter a "Taking") with respect to any interest in or any

part of the Property, the party who receives the notice shall promptly notify the other and the parties may proceed jointly or either party may at its discretion take such legal action as it deems necessary to: (a) challenge the Taking; (b) challenge the amount of allocation of any award tendered by the Taking authority; or (c) otherwise participate in, challenge or appeal such proceedings, findings or awards. Any third party counsel and consultants (including appraisers) hired by either party shall be reasonably acceptable to the other party. Each party shall be responsible for its own costs and legal fees, absent written agreement of the parties.

- C. This Conservation Easement may only be extinguished, terminated, or condemned, by judicial order in a court of competent jurisdiction, including a Taking in accordance with Section 30.B. above. It is the intention of the parties that an extinguishment, termination or condemnation be approved by a court only if all of the conservation purposes of this Conservation Easement are impossible to accomplish, and if both Grantor and Holder agree. Should this Conservation Easement be extinguished, terminated or condemned as provided in this Section, in whole or in part, Holder shall be entitled to be paid no less than a portion of any proceeds of sale, exchange or lease computed as provided in Section II, Paragraph 4 of the attached Exhibit A. Holder shall use its share of the proceeds or other moneys received under this Section in a manner consistent, as nearly as possible, with the stated, publicly beneficial purposes of this Conservation Easement. Grantor agrees that Holder may, and authorizes Holder to, record a notice of a lien on the Protected Property as provided in Section II, Paragraph 4 of the attached Exhibit A, which lien will be effective as of the date of such extinguishment, to secure its rights under this Section.

31. *Interpretation*

This Conservation Easement shall be interpreted under the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the Conservation Purposes of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance, shall remain valid.

32. *Successors*

Except as otherwise specifically provided herein, every provision of this Conservation Easement that applies to Grantor or Holder shall be binding on and inure to the benefit of the parties and their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

33. Grantor's Title Warranty

Grantor represents that as of the date of the grant of this Conservation Easement, there are no liens or mortgages outstanding against the Property and that they have good and sufficient title to the Property, with the exception of the following encumbrances upon the Property: rights of others, if any, by any party having rights arising from a deed of record prior to the recording of this Conservation Easement as set forth in Exhibit B hereto;

At the time of the delivery of this Conservation Easement, the Grantor covenants with the Holder, its successors and assigns, that they will warrant and forever defend the premises to the said Holder, its successors and assigns forever, against the lawful claims and demands of all persons.

34. Subsequent Liens on Property

Grantor has the right to use the Property as collateral to secure repayment of debt, provided that any lien or other rights granted for such purpose, regardless of date, are subordinate to Holder's rights under this Conservation Easement. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any subsequent lien or other interest in the Property.

35. Subsequent Grant of Easements or Restrictions

Except as provided in Section 14.D. above, Grantor may not grant additional easements, rights of way, licenses or permits over the Property, nor increase the scope of existing easements, rights of way, licenses or permits without the prior written consent of Holder, based on a determination, in Holder's sole discretion and in accordance with Section I, Paragraph 3.D in the attached Exhibit A, that said right or interest does not materially detract from the Conservation Values. The grant of any conservation easements or use restrictions that are inconsistent with the purpose of this Easement is prohibited.

36. Grantor's Environmental Warranty

Nothing in this Conservation Easement shall be construed as giving rise to any right or ability in Holder to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA) or any corresponding state and local statute or ordinance.

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by

applicable law, and hereby promises to indemnify Holder against, and hold Holder harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the date of this Conservation Easement there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

37. *Waiver*

Forbearance by the Holder to exercise its rights under this Conservation Easement in the event of any breach of any term thereof by the Grantors shall not be deemed or construed to be a waiver by the Holder of such term or any subsequent breach of the same or any other term of this Conservation Easement or any of the Holder's rights hereunder. No delay or omission by the Holder in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantors hereby waive any defense of laches or estoppel.

38. *Standard and General Provisions*

- A. **Maine Conservation Easement Act.** This Conservation Easement is established pursuant to the Maine Conservation Easement Act and shall be construed in accordance with the laws of the State of Maine.
- B. **Compliance/Estoppel Certificates.** Upon written request by Grantor, Holder will provide Compliance/Estoppel Certificates to Grantor or third parties, indicating the extent to which, to Holder's knowledge after due inquiry, the Property is in compliance with the terms of this grant. The inspection of the Property for this purpose will be made by Holder at Grantor' cost within a reasonable time after Grantor' written request.
- C. **Conservation Purposes.** This Conservation Easement is established exclusively for conservation purposes pursuant to Sections 170(h)(1)-(6) of the Code, as amended, and under Title 26, Code of Federal Regulations, Sections 1.170A-14 et seq., as amended.

39. *NRCS Minimum Conservation Deed Restrictions.*

This Agricultural Land Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT A is attached

hereto and incorporated herein by reference and will run with the land in perpetuity. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT B is and will remain subject to the terms and conditions described forthwith in this Addendum entitled Minimum Deed Terms For The Protection Of Agricultural Use in EXHIBIT A that is appended to and made a part of this easement deed.

[Rest of Page Purposely Left Blank]

40. Acceptance

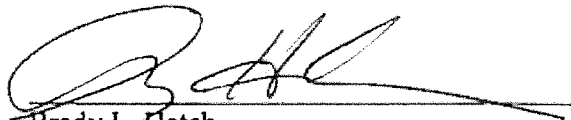
As attested by the the signature of the Chair of Maine Farmland Trust, Inc., affixed hereto, Holder hereby accepts the rights and responsibilities conveyed by this Easement.

TO HAVE AND TO HOLD this Agricultural Conservation Easement unto Holder, its successors and assigns, forever.

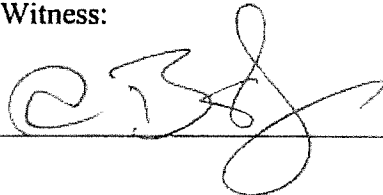
IN WITNESS WHEREOF, Grantor and Holder, intending to be legally bound hereby, have hereunto set their hands on the date first above written.


Witness:




_____ Brady L. Hatch

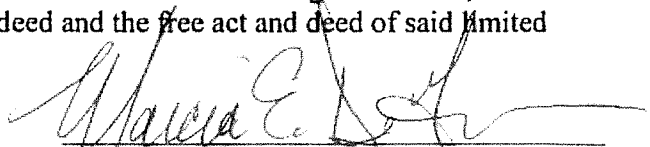
Witness:




_____ Brendan G. McQuillen

State of Maine
County of _____, ss:

Personally appeared before me Brady L. Hatch and Brendan G. McQuillen on this 15TH day of November, 2017 and acknowledged that all material statements of fact in the foregoing Agricultural Conservation Easement are true to the best of their knowledge and belief, and that the execution of said Deed is their free act and deed and the free act and deed of said limited liability company.


_____ Attorney at Law, ~~Notary Public~~

MARCIA E. DEGEER
BAR # 4603
State of Maine
Attorney at Law



Print Name
My commission expires _____

Accepted:

Witness:

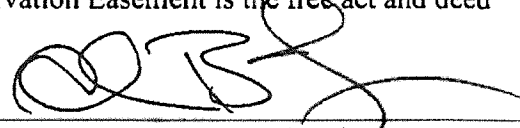
 _____

MAINE FARMLAND TRUST, INC.

By:  _____
Taylor Mudge
Its: Chair

State of Maine
County of Waldo, ss:

Personally appeared before me Taylor Mudge on this 14 day of October, 2017, and acknowledged that he is the Chair of Maine Farmland Trust, Inc., a Maine non-profit corporation, and that the execution of this Agricultural Conservation Easement is the free act and deed of said corporation.

 _____
Attorney at Law, Notary Public

ADAM BISHOP

Print Name **NOTARY PUBLIC**
My commission expires **STATE OF MAINE**
MY COMM. EXP. SEPTEMBER 1, 2022

- Exhibit A (NRCS Minimum Deed Terms) Attached
- Exhibit B (Description of The Property) Attached
- Exhibit B-1 (Description of Farmstead Area) Attached
- Exhibit C (Survey of Property) Attached

After recording, please return to:
Maine Farmland Trust
97 Main Street
Belfast, Maine 04915
Attn: Director of Land Protection

EXHIBIT A

MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS

The Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement (ALE) on real property described in Exhibit B, hereafter referred to as “the Protected Property”, for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of the Protected Property.

Brady L. Hatch and Brendan G. McQuillen (Grantor), Maine Farmland Trust, Inc. (Holder), and the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC) (jointly referred to as the “Parties”) acknowledge that the ALE is acquired by the Holder to protect the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of the Protected Property. Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is maintained in the files of the Holder.

In order to ensure compliance with the Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq. and 7 CFR Part 1468, the following rule of interpretation will govern any and all inconsistencies between the ALE and this Exhibit. Notwithstanding any other provision of the ALE, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the following terms and conditions identified in Section I and II. If the terms and conditions in Section I and II are inconsistent with terms and conditions in other sections of the ALE, Section I and II will control; provided however, if other sections of the ALE have terms and conditions that are consistent with, but more restrictive to the rights of the Grantor than the terms and conditions in Section I, Paragraphs 1, 2, and 3, those more restrictive terms and conditions will control. If other sections of the ALE are more restrictive to the rights of the Grantor than Section I Paragraph 4 and Section II then Section I Paragraph 4 and Section II will control.

SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

The terms and conditions of the ALE run with the land and are binding upon the Grantor and Holder and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

1. Agricultural Land Easement Plan. As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an ALE Plan, as approved by NRCS, to promote the long-term viability of the land to meet the ALE purposes. The ALE Plan must also be approved by the Grantor and the Holder. Grantor agrees the use of the property will be subject to the ALE Plan on the Protected Property.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Holder and Grantor agree to update the ALE Plan in the event the agricultural uses of the Protected Property change. A copy of the current ALE Plan is kept on file with the Holder.

The Holder must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Holder. NRCS will give the Holder and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Holder fails to enforce the terms of the ALE, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

2. Limitation on Impervious Surfaces. Impervious surfaces will not exceed six percent (6%), of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Holder by this ALE.

3. Limitations on Nonagricultural Uses. Any activities inconsistent with the purposes of the ALE are prohibited. The following activities are inconsistent with the purposes of ALE and are specifically prohibited, subject to the qualifications stated below:

(A) Subdivision –

Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited.

(B) Industrial or Commercial Uses – Industrial or commercial activities on the Protected Property are prohibited except for the following:

- (i) agricultural production and related uses conducted as described in the ALE Plan;
- (ii) the sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Holder approves in writing as being consistent with the conservation purposes of this Easement;
- (iii) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related conservation values of the Protected Property herein protected;

(iv) commercial enterprises related to agriculture or forestry including but not limited to agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and farm wineries.

(v) small-scale commercial enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts.

(C) Construction on the Protected Property – All new structures and improvements must be located within the Farmstead Area, containing approximately 6.69 acres and depicted on EXHIBIT C which is appended to and made a part of the ALE, and, once established, the Agricultural Structures Areas, containing a total of approximately 1.0 acre. The boundaries and location of the Farmstead Area and Agricultural Structures Areas may be adjusted if Holder and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Farmstead Areas and Agricultural Structures Areas may not increase in size and the adjusted Farmstead Areas and Agricultural Structures Areas must provide equal or greater protection of the agricultural use and future viability and related conservation values of the Protected Property.

Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under **Section I, Paragraph (4)(C)** that neither individually nor collectively have an adverse impact on the agricultural use and future viability and related conservation values of the Protected Property, may be built outside of the Farmstead Area and Agricultural Structures Areas with prior written approval of the Holder provided that the utilities or agricultural structures are consistent with the ALE Plan described Section I, Paragraph 1.

New roads may be constructed if they are approved in advance by Holder, within impervious surface limits, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Holder, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Protected Property or to mark boundaries of the Protected Property.

(D) Granting of easements for utilities and roads – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the agricultural use and future viability and related conservation values of the Protected Property as determined by the Holder in consultation with the Chief of NRCS.

(E) Surface Alteration – Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or

subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- (i) dam construction in accordance with an ALE plan to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement or creation;
- (ii) erosion and sediment control pursuant to a plan approved by the Holder;
- (iii) soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Holder as being consistent with the conservation purpose of this Easement; or
- (iv) Agricultural activities conducted in accordance with the ALE Plan.

(F) *Oil, Gas, or Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from Protected Property is prohibited. Provided however, limited mining activities for materials (e.g., sand, gravel, or shale) used for agricultural operations on the Protected Property is allowed where the extraction of materials used for such agricultural operations is limited, localized, and small with a defined area and acreage identified in Exhibit C as “Gravel Extraction Area”; and does not harm the conservation values or the agricultural uses of the Protected Property.

If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this ALE is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this paragraph (F).

4. Preserving Agricultural Uses. The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property, ALE Plan and ALE purposes, and do not violate Federal laws, including Federal drug laws. No uses will be allowed that decrease the ALE’s protection for the agricultural use and future viability, and related conservation values of the Protected Property. Allowed uses of the Protected Property include, the specific uses allowed in Section I, Paragraph (3)(B) (i)-(v) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* – The production, processing, and marketing of *agricultural crops and livestock* is allowed provided it is conducted in a manner consistent with the terms of the ALE Plan described in Section I, Paragraph I.

(B) *Forest Management and Timber Harvest* – Forest management and timber harvesting is allowed, provided it is carried out to the extent practicable, in accordance with current,

generally accepted best management practices for the sites, soils, and terrain of the Protected Property. In addition, if the Protected Property contains 40 contiguous acres of forest or 20 percent of the Protected Property is forestland then forest management and timber harvesting must be performed in accordance with a written forest management plan. The forest management plan must be prepared by a professional resource manager, in consultation with the Holder. A forest management plan will not be required for the following allowed noncommercial activities: (i) cutting of trees for the construction of allowed roads, utilities, buildings, and structures on the Protected Property, (ii) cutting of trees for trail clearing, (iii) cutting of trees for domestic use as firewood or for other domestic uses by Grantor, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species.

(C) *On-Farm Energy Production* – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the conservation values of the Protected Property and consistent with the purposes of the ALE.

SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS

1. United States Right of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE are not enforced by the Holder of the ALE. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Holder, or its successors or assigns, fails to enforce any of the terms of this ALE, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Holder, including, but not limited to, attorney's fees and expenses related to Holder's violations or failure to enforce the easement against the Grantor up to the amount of the United States contribution to the purchase of the ALE.

The Holder will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Holder and Grantor are in compliance with the ALE and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE, the ALE Plan, and the United States Cooperative Agreement with the Holder, the United States will have reasonable access to the Protected Property with advance notice to Holder and Grantor or Grantor's representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Holder and Grantor or Grantor's representative at the earliest practicable time.

2. General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Holder's or Grantor's negligent acts or omissions or Holder's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless United States, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Agricultural Land Easement Deed or violations of any Federal, State, or local laws, including all Environmental Laws.

3. Environmental Warranty. Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Holder and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Holder and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Holder or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Holder at the Protected Property; provided, however, that Holder will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Holder.

“Environmental Law” or “Environmental Laws” means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

4. Extinguishment, Termination, and Condemnation. The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Holder and the United States. Due to the Federal interest in this ALE, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Holder and the United States stipulate that the fair market value of the ALE is 73.1% percent, hereinafter the “Proportionate Share,” of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Holder and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Holder and the United States.

The allocation of the Proportionate Share between the Holder and the United States will be as follows: (a) to the Holder or its designee, fifty percent (50%) of the Proportionate Share; and (b) to the United States fifty percent (50%) of the Proportionate Share. Until such time as the Holder and the United States receive the Proportionate Share from the Grantor or the Grantor’s successor or assign, the Holder and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Holder, the Holder must reimburse the United States for the amount of the Proportionate Share due to the United States.


In addition to the Proportionate Share of any proceeds from termination, extinguishment, or condemnation, Grantor must reimburse to Holder any supplementary proceeds as may be required under Section 477-A(2)(B) of the Maine Conservation Easement Act, provided that the United States collects its share as provided in this Section II Paragraph 4. Specifically, Grantor must

reimburse to Holder any amount by which the increase in value of the Landowner's estate resulting from such termination, extinguishment, or condemnation exceeds the Proportional Share.

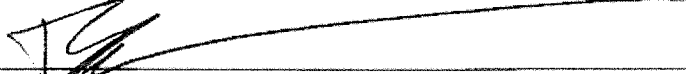
5. Amendment. This ALE may be amended only if, in the sole and exclusive judgment of the Holder and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this ALE and complies with all applicable laws and regulations. The Holder must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE, such amendments must be mutually agreed upon by the Holder, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void

GRANTOR CONVEYANCE AND APPROVAL

Grantor hereby acknowledges, approves, and conveys the foregoing Minimum Deed Terms for Agricultural Preservation and the rights conveyed therein.

By: 

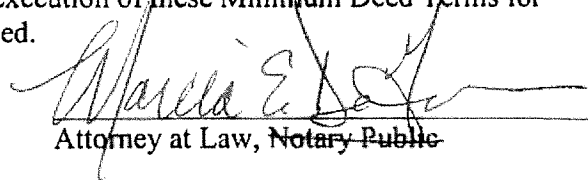
Brady L. Hatch

By: 


Brendan G. McQuillen

State of Maine
County of _____, ss:

Personally appeared before me Brady L. Hatch and Brendan G. McQuillen on this 15th day of November, 2017, and acknowledged that the execution of these Minimum Deed Terms for Agricultural Preservation is their free act and deed.



Attorney at Law, ~~Notary Public~~

 MARCIA E. DEGEER
BAR # 4603
State of Maine
Attorney at Law

Print Name
My commission expires _____


Maine Farmland Trust, Inc. ACCEPTANCE

Maine Farmland Trust, Inc. hereby acknowledges, approves, and accepts, the foregoing Minimum Deed Terms For Agricultural Preservation and the rights and obligations conveyed therein.

Witness:


MAINE FARMLAND TRUST, INC.

 _____

By:  _____
Taylor Mudge
Its: Chair

State of Maine
County of _____, ss:

Personally appeared before me Taylor Mudge on this 14 day of October, 2017, and acknowledged that he is the Chair of Maine Farmland Trust, Inc., a Maine non-profit corporation, and that the execution of these Minimum Deed Terms for Agricultural Preservation is the free act and deed of said corporation.

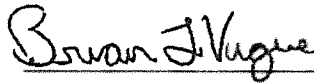
 _____
Attorney at Law, Notary Public

ADAM BISHOP
Print Name NOTARY PUBLIC
My commission expires STATE OF MAINE

MY COMM. EXP. SEPTEMBER 1, 2022

APPROVAL OF MINIMUM CONSERVATION DEED RESTRICTIONS FOR
AGRICULTURAL PRESERVATION
BY THE NATURAL RESOURCES CONSERVATION SERVICE

The Natural Resources Conservation Service, United States Department of Agriculture,
an agency and Department of the United States Government, hereby approves the
foregoing Minimum Conservation Deed Restrictions For Agricultural Preservation.



Brian L. Vigue, Acting State Conservationist
Natural Resources Conservation Service
United States Department of Agriculture

STATE OF MAINE

COUNTY OF PENOBSCOT

On this 3 day of November 2017, before me, the undersigned, a notary public in and for
the State, personally appeared Brian L. Vigue, known or proved to me to be the person
whose signature appears above, and who being duly sworn by me, did say that he or she
is the Acting State Conservationist of the Natural Resources Conservation Service,
United States Department of Agriculture, is authorized to sign on behalf of the agency
and acknowledged and accepted the rights conveyed by the deed to be his or her
voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first
above written.



Notary Public, State of Maine

My registration No.: _____

My Commission Expires _____

BETH A. CHAPMAN
Notary Public, State of Maine
Commission Expires November 2, 2024

EXHIBIT B
Legal Description of Protected Property

A certain lot or parcel of land situated on the southeast side of US Route 1 in the town of Damariscotta, Lincoln County, State of Maine, bounded and described as follows:

BEGINNING at a rebar set in 2017 on the southeast sideline of said US Route 1, said rebar located S 56° 43' 16" W a distance of 97.77 feet from the westernmost corner of land now or formerly of Larry W. Oliver et al as described in a deed recorded in the Lincoln County Registry of Deeds in Book 1820, Page 30, said westernmost corner being southwesterly 192.71 feet from a highway monument found in 2011 on said road sideline at station 504+50;

THENCE S 56° 43' 16" W along said road sideline a distance of 681.11 feet to a highway monument found in 2011 at station 494+78.1;

THENCE running southwesterly along said road sideline, having a radius of 11309.20 feet, an arc distance of 1132.21 feet to a point in a stone wall;

THENCE N 44° 19' 08" W along said road sideline a distance of 8.58 feet;

THENCE N 50° 40' 27" W along said road sideline a distance of 61.47 feet;

THENCE N 77° 15' 09" W along said road sideline a distance of 27.45 feet;

THENCE S 62° 04' 02" W along said road sideline a distance of 50.76 feet;

THENCE running southwesterly along said road sideline, having a radius of 11409.54 feet, an arc distance of 4.29 feet to a rebar previously set at a point that is an arc distance of 65.56 feet northeast of a highway monument on said road sideline at station 481+79.84;

THENCE S 53° 01' 14" E along land now or formerly of Norman C. & Judith P. Hunt as described in a deed recorded in said Registry in Book 3319, Page 78, a distance of 640.43 feet to a 5/8" rebar found in 2011;

THENCE S 75° 29' 51" E along land now or formerly of said Hunt, a distance of 698.29 feet to a 5/8" rebar found in 2011;

THENCE S 64° 38' 31" E along other land of Grantor not encumbered by the foregoing conservation easement, a distance of 376.53 feet to a 5/8" rebar found in 2011 at the northwest

corner of land now or formerly of Mark S. & Jewel R. Hanley as described in a deed in said Registry in Book 3284, Page 92;

THENCE S 61° 23' 06" E along land now or formerly of said Hanley, a distance of 953.40 feet to a 5/8" rebar found in 2011;

THENCE N 08° 09' 06" E along land now or formerly of Dorothy K. Sidelinger as described in a deed recorded in said Registry in Book 2059, Page 181, a distance of 638.03 feet to a rebar set in 2011;

THENCE N 59° 58' 54" W along land now or formerly of William C. Fraser, Jr. et al as described in a deed recorded in said Registry in Book 1666, Page 172, a distance of 293.00 feet to rebar set in a stone in 2011;

THENCE N 06° 41' 36" E along said land of Fraser et al, a distance of 736.18 feet to a rebar set, said rebar being located S 06° 41' 36" W a distance of 335.55 feet from a rebar marking the southerly line of land of Richard R. Storer, Jr. as described in a deed recorded in said Registry in Book 3949, Page 171;

THENCE N 44° 35' 40" W a distance of 962.35 feet, to the point of beginning.

Encompassing 60 acres, all as depicted on a boundary survey entitled survey entitled "Standard Boundary Survey Showing Conservation Easement Area, Land of Maine Farmland Trust to be Conveyed to Brady L. Hatch and Brendan G. McQuillen" dated April 6, 2011 and updated in August, 2017, prepared by Brian Smith @SitelinesPA, conducted for Maine Farmland Trust and to be recorded in the Lincoln County Registry of Deeds of even date herewith. Reference to said plan is made for a further and more detailed description of the herein-conveyed property. Bearings used in this description are based on observed magnetic 2011.

The above-described Protected Property is a portion of the property conveyed by Maine Farmland Trust, Inc. to Brady L. Hatch and Brendan G. McQuillen by deed of even date herewith and to be recorded in said Registry of Deeds.

EXHIBIT B1
Legal Description of Farmstead Area

BEGINNING at a rebar held, not found, marking the southwest corner of land of Grantor and the northwest corner of land now or formerly of Norman C. & Judith P. Hunt as described in a deed recorded in said Registry in Book 3319, Page 78, said rebar being located an arc distance of 65.56 feet northeast of a highway monument on said road sideline at station 481+79.84.;

THENCE S 53° 01' 14" E along said land of Hunt a distance of 640.43 feet to a 5/8" rebar found in 2011;

THENCE S 75° 29' 51" E along said land of Hunt a distance of 698.29 feet to a 5/8" rebar found in 2011;

THENCE N 26° 51' 20" W along land of Grantor for a distance of 286.38 feet to a point;

THENCE N 62° 09' 48" W along land of Grantor for a distance of 871.17 feet to a point on the southeasterly sideline of US Route 1;

THENCE running southwesterly along said road sideline, having a radius of 11309.20 feet, an arc distance of 203.74 feet to a point;

THENCE N 44° 19' 08" W along said road sideline a distance of 8.58 feet;

THENCE N 50° 40' 27" W along said road sideline a distance of 61.47 feet;

THENCE N 77° 15' 09" W along said road sideline a distance of 27.45 feet;

THENCE S 62° 04' 02" W along said road sideline a distance of 50.76 feet;

THENCE running southwesterly along said road sideline, having a radius of 11409.54 feet, an arc distance of 4.29 feet to a rebar previously set and the point of beginning, said point being a point that is an arc distance of 65.56 feet northeast of a highway monument on said road sideline at station 481+79.84

