

OPERATING RESTRICTIONS AT M.E. ASTBURY PIT ADJACENT TO KINNEY PROPERTY
IN 2017 SETTLEMENT AGREEMENT BETWEEN
M. E. ASTBURY AND SCARLET L. KINNEY

- 1 -

1. The Astbury Gravel Pit, owned by M.E. Astbury and located on the Morgan Bay Road in Surry, Maine (Map 17, Lot 2), will operate from 7:30 a.m. to 4:00 p.m., Monday through Friday, except for two (2) Fridays a month as designated by Ms. Kinney each January for her conferences and classes at her property located at 52 Bear Springs Lane, Surry, ME, 04684 (Book 5019, Page 29). M.E. Astbury may seek amendments to the schedule based on work load, and Ms. Kinney agrees to make every effort to amend her conference and class schedule if it can be done with reasonable notice. Likewise, Ms. Kinney [may] seek amendments to the schedule, and M.E. Astbury agrees to make every effort to amend its schedule if it can be done with reasonable notice.

2. There will be no crushing of gravel at the Astbury Gravel Pit. Powered sorting and sifting will only take place Monday through Thursday from 9 a.m. to 3:00 p.m.

3.(5) M.E. Astbury will provide the following focused buffers and berms around the Astbury Gravel Pit:

(a) Located near wooden stake #1 demarcating the boundary between M.E. Astbury and Ms. Kinney's property, M.E. Astbury will re-vegetate the steep slope portion of the previously existing encroachment onto Ms. Kinney's property where there is no existing vegetation (an area that is approximately the width of a trail or path up the slope). No other restoration work will be done for the encroachment onto Ms. Kinney's property.

(b) M.E. Astbury will establish and maintain a 50' buffer from Ms. Kinney's property in the previously existing gravel pit area. This will include planting new vegetation in certain areas that will consist of a mixture of bushes and trees native to the surrounding area, including some arborvitae.

(c) Starting near wooden stake #2 demarcating the boundary between M.E. Astbury and Ms. Kinney's property, M.E. Astbury will extend a berm approximately 200' heading southeast, parallel to the "Proposed Lot Division" line. This berm will be: (1) approximately 10' to 15' at its base; (2) at least 5' above the existing gravel pit grade at its top; (3) vegetated at its top; and (4) maintained at a 2.5/1 side slope ratio. The new vegetation along the berm will consist of a mixture of bushes and trees native to the surrounding area, including some arborvitae, and will act as a screen to limit the migration of noise and dust.

(d) M. E. Astbury will start gravel extraction operations at a location in the southeasterly side of the permitted Astbury Gravel Pit and head in a Northwesterly direction.

EASEMENT AGREEMENT

WHEREAS the parties to this agreement are Gerard B. Mitchell of Henderson, Nevada and Scarlet Kinney of Surry, Maine, together as one part, and Scarlet Kinney of Surry, Maine, individually, of the second part; and,

WHEREAS the parties own adjoining properties, which are identified as follows:

- A. Mitchell and Kinney jointly own the property located at 52 Bear Springs Lane in the town of Surry, Maine, which is a 2.3 acre lot and a portion of what is identified on the town of Surry tax maps as Map 017 Lot 005-B. Said lot is a portion of the lot described in a deed Scarlet Kinney to Gerard B. Mitchell and Scarlet Kinney, recorded in the Hancock County Registry of Deeds Book 5019, Page 29, which is hereinafter referred to as the "Mitchell and Kinney Lot" and identified as Lot 1 on the Amended Bear Springs Subdivision Plan recorded in the Hancock County Registry of Deeds in Plan Book 53, Page 43, and hereinafter referred to as the Amended Plan.
- B. Kinney, individually, owns two adjacent lots, which are a portion of the lot identified on the town of Surry Tax Map as Map 017, Lot 005-B, and the entirety of Map 017, Lot 005-B-1. Said lots are described as a single lot in a deed from Gerard Mitchell to Scarlet Kinney recorded in the Hancock County Registry of Deeds in Book 7258, Page 138, and shown as Lots 2 and 3 on the Amended Plan. Said lots are hereinafter identified as "Kinney Lot 2" and "Kinney Lot 3", respectively; and,

WHEREAS portions of the gravel way used to access the Mitchell and Kinney lot and Kinney Lot 3 crosses a portion of the Kinney Lot #2 in the location shown on the Amended Plan; and,

WHEREAS portions of the gravel way used to access Kinney Lot 2 and Kinney Lot 3 crosses a portion of the Mitchell and Kinney Lot in the location shown on the Amended Plan; and,

WHEREAS the parties wish to establish an appurtenant easement over the Mitchell and Kinney lot 2 to Kinney Lot #2 and Kinney Lot #3, in perpetuity and for all purposes of an easement under Maine Law, for the benefit of the Mitchell and Kinney Lot; and,

WHEREAS the parties wish to establish an appurtenant easements over Kinney Lot 2 to the Mitchell Kinney lot, in perpetuity and for all purposes of an easement under Maine Law.

NOW, therefore, Gerard B. Mitchell and Scarlet Kinney grant to Scarlet Kinney an easement in the location shown on Amended Plan as the "Portion of Existing Driveway on Lot 1", for all purposes of an easement as defined by Maine Law, including but not limited to the construction, maintenance,

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