

PROPERTY LOCATED AT: 79 Point Rd., Hancock, ME 04640

PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I - WATER SUPPLY

TYPE OF SYSTEM: ☐ Public ☐ Private ☐ Seasonal ☐ Unknown
☒ Drilled ☒ Dug ☐ Other _____

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump (if any): ☐ N/A ☐ Yes ☒ No ☐ Unknown
Quantity: ☐ Yes ☒ No ☐ Unknown
Quality: ☐ Yes ☒ No ☐ Unknown

If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? ☒ Yes ☐ No

If Yes, Date of most recent test: 2023 Are test results available? .. ☐ Yes ☐ No

To your knowledge, have any test results ever:

a) Been reported as unsatisfactory or satisfactory with notation?..... ☐ Yes ☒ No

b) Detected perfluoroalkyl and polyfluoroalkyl (PFA) substances? ☐ Yes ☒ No

If Yes to (a) and/or (b) above, are test results available? ☐ Yes ☒ No

What steps were taken to remedy the problem? _____

IF PRIVATE: (Strike Section if Not Applicable):

INSTALLATION: Location: Southwest corner of barn

Installed by: Gilbert Well Drilling

Date of Installation: 2002

USE: Number of persons currently using system: 2

Does system supply water for more than one household? ☐ Yes ☒ No ☐ Unknown

Comments: 10 gals. per min.

Source of Section I information: owner

Buyer Initials _____

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Seller Initials DR NB2

SECTION II - WASTE WATER DISPOSAL

TYPE OF SYSTEM: ☐ Public ☒ Private ☐ Quasi-Public ☐ Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

Have you had the sewer line inspected?..... ☐ Yes ☐ No

If Yes, what results: _____

Have you experienced any problems such as line or other malfunctions? ☐ Yes ☐ No

What steps were taken to remedy the problem? _____

IF PRIVATE (Strike Section if Not Applicable):

Tank: ☒ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Other: _____

☐ Overboard Discharge (38 MRS Section 413(3) and (3-A))

Tank Size: ☐ 500 Gallon ☐ 1000 Gallon ☐ Unknown ☒ Other: 1500 gals.

Tank Type: ☒ Concrete ☐ Metal ☐ Unknown ☐ Other: _____

Location: northwest corner of house OR ☐ Unknown

Date installed: 2002 Date last pumped: 2023 Name of pumping company: Haslam

Have you experienced any malfunctions? ☐ Yes ☒ No

If Yes, give the date and describe the problem: _____

Date of last servicing of tank: 2023 Name of company servicing tank: Haslam

Leach Field: ☒ Yes ☐ No ☐ Unknown

If Yes, Location: Beyond tank west + north corner of house

Date of installation of leach field: 2002 Installed by: Richard Tracy & Sons

Date of last servicing of leach field: N/A Company servicing leach field: N/A

Have you experienced any malfunctions? ☐ Yes ☒ No

If Yes, give the date and describe the problem and what steps were taken to remedy: _____

Do you have records of the design indicating the # of bedrooms the system was designed for? ☒ Yes ☐ No

If Yes, are they available? ☒ Yes ☐ No

Is System located in a Shoreland Zone? ☐ Yes ☒ No ☐ Unknown

Comments: N/A

Source of Section II information: owner

Buyer Initials _____

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Seller Initials BE AGE

SECTION III - HEATING SYSTEM(S)/HEATING SOURCE(S)

Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S) of System	<i>11W radiators</i>	<i>5 heat pumps</i>		
Age of system(s) or source(s)	<i>24 yrs. old</i>			
TYPE(S) of Fuel	<i>No #1 oil</i>			
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)	<i>unknown</i>			
Name of company that services system(s) or source(s)	<i>ABM Mechanical</i>			
Date of most recent service call	<i>July 2020</i>			
Malfunctions per system(s) or source(s) within past 2 years	<i>none</i>			
Other pertinent information	<i>none</i>			

Are there fuel supply lines? ☒ Yes ☐ No ☐ Unknown

Are any buried? ☐ Yes ☒ No ☐ Unknown

Are all sleeved? ☒ Yes ☐ No ☐ Unknown

Chimney(s): ☒ Yes ☐ No

If Yes, are they lined: ☒ Yes ☐ No ☐ Unknown

Is more than one heat source vented through one flue? ☐ Yes ☒ No ☐ Unknown

Had a chimney fire: ☐ Yes ☒ No ☐ Unknown

Has chimney(s) been inspected? ☐ Yes ☒ No ☐ Unknown

If Yes, date: _____

Date chimney(s) last cleaned: *N/A*

Direct and/or Power Vent(s): ☐ Yes ☒ No ☐ Unknown

Has vent(s) been inspected? ☐ Yes ☐ No ☐ Unknown

If Yes, date: _____

Comments: *N/A*

Source of Section III information: *owner*

SECTION IV - HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, are tanks in current use? ☐ Yes ☐ No ☐ Unknown

If no longer in use, how long have they been out of service? _____

If tanks are no longer in use, have tanks been abandoned according to DEP? ☐ Yes ☐ No ☐ Unknown

Are tanks registered with DEP? ☐ Yes ☐ No ☐ Unknown

Age of tank(s): _____ Size of tank(s): _____

Location: _____

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Seller Initials

BS AGE

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What materials are, or were, stored in the tank(s)? _____

Have you experienced any problems such as leakage: ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of information: _____

B. ASBESTOS - Is there now or has there been asbestos:

As insulation on the heating system pipes or duct work? ☐ Yes ☒ No ☐ Unknown

In the ceilings? ☐ Yes ☒ No ☐ Unknown

In the siding? ☐ Yes ☒ No ☐ Unknown

In the roofing shingles? ☐ Yes ☒ No ☐ Unknown

In flooring tiles? ☐ Yes ☒ No ☐ Unknown

Other: ☐ Yes ☒ No ☐ Unknown

Comments: N/A

Source of information: owner

C. RADON/AIR - Current or previously existing:

Has the property been tested? ☒ Yes ☐ No ☐ Unknown

If Yes: Date: 2023 By: unknown

Results: satisfactory

If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ No ☐ Unknown

Are test results available? ☒ Yes ☐ No

Results/Comments: N/A

Source of information: owner & test

D. RADON/WATER - Current or previously existing:

Has the property been tested? ☒ Yes ☐ No ☐ Unknown

If Yes: Date: 2023 By: _____

Results: satisfactory

If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ No ☐ Unknown

Are test results available? ☒ Yes ☐ No

Results/Comments: N/A

Source of information: owner

E. METHAMPHETAMINE - Current or previously existing:

Comments: N/A

Source of information: owner

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F. LEAD-BASED PAINT/PAINT HAZARDS - (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?

..... Yes ☐ No ☐ Unknown ☒ Unknown (but possible due to age)

If Yes, describe location and basis for determination: _____

Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards: ☐ Yes ☒ No

If Yes, describe: _____

Are you aware of any cracking, peeling or flaking paint? ☐ Yes ☒ No

Comments: N/A

Source of information: owner

G. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ☐ Yes ☒ No ☐ Unknown

LAND FILL: ☐ Yes ☒ No ☐ Unknown

RADIOACTIVE MATERIAL: ☐ Yes ☒ No ☐ Unknown

Other: _____

Source of information: owner

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V - ACCESS TO THE PROPERTY

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? ☒ Yes ☐ No ☐ Unknown

If Yes, explain: See deed & Conservation easement

Source of information: conservation easement

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? ☒ Yes ☐ No ☐ Unknown

If No, who is responsible for maintenance? _____

Road Association Name (if known): _____

Source of information: owner

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DS DBE

SECTION VI – FLOOD HAZARD

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from: (a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: _____

Have any flood events affected a structure on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: _____

Has any flood-related damage to a structure occurred on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: _____

Has there been any flood insurance claims filed for a structure on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, indicate the dates of each claim: _____

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? ☐ Yes ☒ No ☐ Unknown

If Yes, indicate the date of each payment: _____

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? ☐ Yes ☒ No ☐ Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map? _____

Relevant Panel Number: **23009CO794D** Year: **2016** (Attach a copy)

Comments: **FIRMETTE from FEMA website attached showing property is NOT in a flood zone.**

Source of Section VI information: **FEMA**

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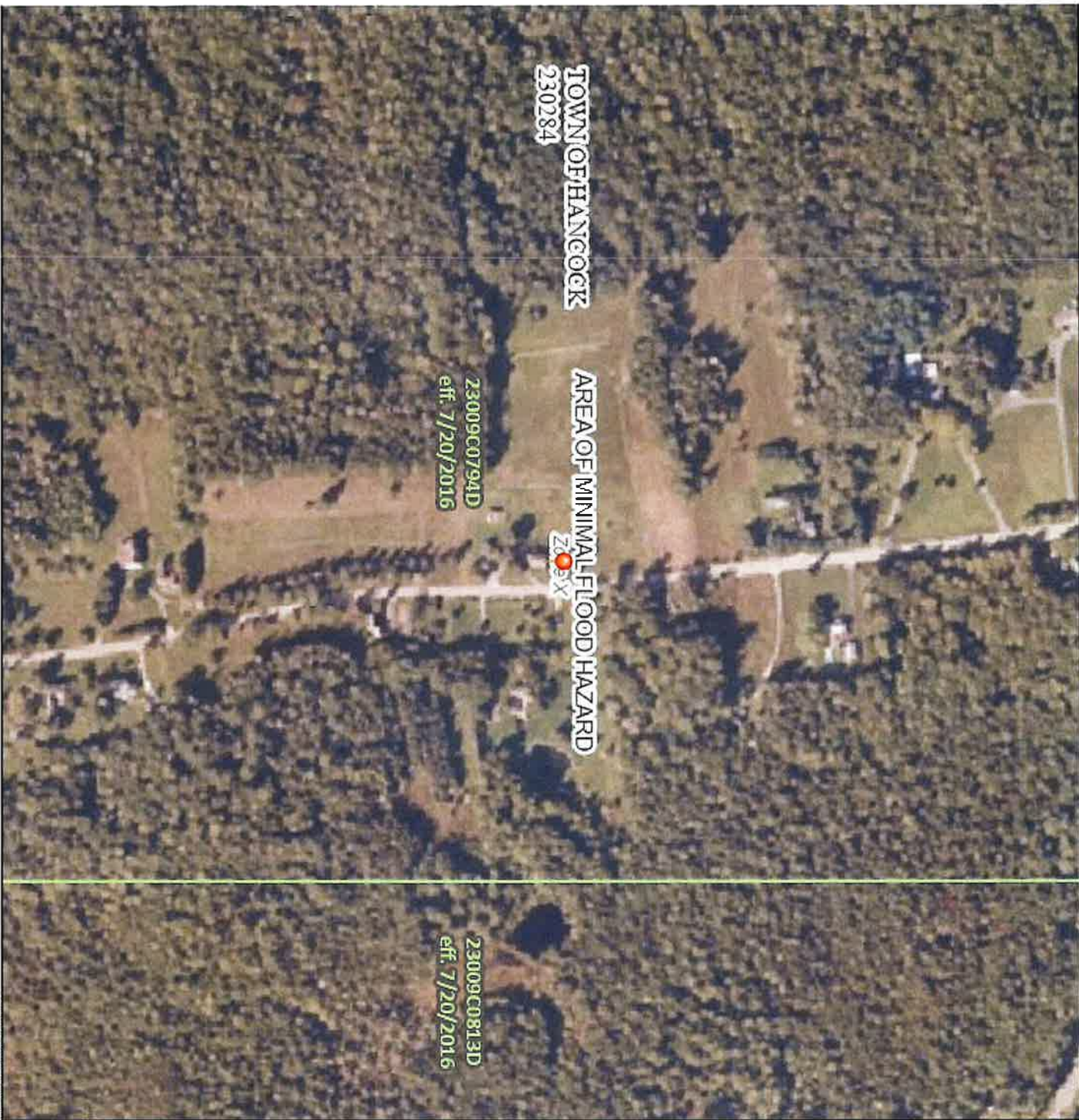
Seller Initials

RS *DBL*

National Flood Hazard Layer FIRMette



58°15'29"W 44°31'37"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE)
Zone A, V, AE, AO, AH, VE, AR
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard. Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes, Zone X
Area with Flood Risk due to Levee Zone C

OTHER AREAS
No SCREEN
Effective LOMRs
Area of Undetermined Flood Hazard Zone
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

OTHER FEATURES
20.2
17.5
Water Surface Elevation
Cross Sections with 1% Annual Chance
8 - - - Coastal Transect
50 - - - Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature

MAP PANELS
Digital Data Available
No Digital Data Available
Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/14/2026 at 4:55 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRW panel number, and FIRW effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PROPERTY LOCATED AT: 79 Point Rd., Hancock, ME 04640

SECTION VII - GENERAL INFORMATION

Are there any tax exemptions or reductions for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?.....

☒ Yes ☐ No ☐ Unknown

If Yes, explain: Homestead Exemption

Is a Forest Management and Harvest Plan available?..... ☐ Yes ☒ No ☐ Unknown

Is the property subject to any of the following relating to shoreland zoning ordinances: a) A notice of violation issued by a municipal official or state agency; b) A pending enforcement action; c) Litigation; d) A court judgment; or e) A settlement or consent agreement?..... ☐ Yes ☒ No ☐ Unknown

If Yes, explain: _____

Equipment leased or not owned (including but not limited to, propane tank, hot water heater, satellite dish, water filtration system, solar panels, wind turbines): Type: N/A

From Whom: _____

Year Principal Structure Built: 1828 What year did Seller acquire property? 2023

Roof: Year Shingles/Other Installed: Outside part 2023

Water, moisture or leakage: NONE

Comments: Burn shingled in 2023 lower main house in 7/26

Foundation/Basement:

Is there a Sump Pump? ☐ Yes ☒ No ☐ Unknown

Water, moisture or leakage since you owned the property: ☐ Yes ☒ No ☐ Unknown

Prior water, moisture or leakage? ☐ Yes ☒ No ☐ Unknown

Comments: N/A

Mold: Has the property ever been tested for mold? ☐ Yes ☒ No ☐ Unknown

If Yes, are test results available? ☐ Yes ☐ No

Comments: N/A

Electrical: ☐ Fuses ☒ Circuit Breaker ☐ Other: _____ ☐ Unknown

Comments: N/A

Has all or a portion of the property been surveyed? ☒ Yes ☐ No ☐ Unknown

If Yes, is the survey available? ☒ Yes ☐ No ☐ Unknown

Manufactured Housing - Is the residence a:

Mobile Home ☐ Yes ☒ No ☐ Unknown

Modular ☐ Yes ☒ No ☐ Unknown

Known defects or hazardous materials caused by insect or animal infestation inside or on the residential structure

☐ Yes ☒ No ☐ Unknown

Comments: N/A

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NR NGE

PROPERTY LOCATED AT: 79 Point Rd., Hancock, ME 04640
KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: _____

Comments: N/A
Source of Section VII information: owner

SECTION VIII - ADDITIONAL INFORMATION

See attached list for Improvements

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: ☐ Yes ☐ No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

	<u>9/15/26</u>		<u>9/15/26</u>
SELLER	DATE	SELLER	DATE
Noreen Eagleston		Russell Eagleston	

SELLER	DATE	SELLER	DATE
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I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER	DATE	BUYER	DATE
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BUYER	DATE	BUYER	DATE
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LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN Noreen Eagleston, Russell Eagleston

(hereinafter "Seller")

AND _____

(hereinafter "Buyer")

FOR PROPERTY LOCATED AT 79 Point Rd., Hancock, ME 04640

Said contract is further subject to the following terms:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (**check one below**):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (**check one below**):

_____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (**check one below**):

_____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer _____ Date _____

Seller Noreen Eagleston

9/15/26

Date

Buyer _____ Date _____

Seller Russell Eagleston

Date

Buyer _____ Date _____

Seller _____

Date

Buyer _____ Date _____

Seller Tacy Ridlon

Date

Agent _____ Date _____

Agent Tacy Ridlon

Date



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Improvements to Berry Hill Farm

2023

Heat Pumps

Barn Roof

Range, Microwave, Dishwasher---- all new

Toilets (4)

Water Softener/Water Filter

Smoke Detectors (11)

Thermostats (6) Programmable

Blinds for Windows

Front Bushes Removed, new mailbox

2024

Exterior Paint

Washing Machine

2025

Front Deck

Basement Bulkhead, composite

Dryer

Kitchen Exterior Door

Page 2

2026

Front Tree Removal

Well Pump Wire Replaced

House Smaller Roof Replaced

House Systems Recent Maintenance

Furnace - 7/26 - New igniter, primary controller, winter tuneup

Water softener - 8/25 system flush, service, water quality test

Generator - '24 tuneup

Septic 6/23 pumped

Return to:
 Russell Harold Eagleston
 Noreen Goodwin Eagleston
 33 Stone Drive
 Northport, ME 04849

DLN: 1002340239349

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS: That Kelly Clark of 211 Bluff Springs Rd and Bruce Clark of 15311 Vantage Parkway W, Suite 350, Houston, TX 77032, for consideration paid grants to Russell Harold Eagleston and Noreen Goodwin Eagleston, of 33 Stone Drive, Northport, ME 04849, as Joint Tenants with Rights of Survivorship with QUIT CLAIM COVENANTS:

Mary T. Zdanowicz
 Personal
 Springs, Az
 71857

See attached Exhibit A

Meaning and intending to describe and convey the same premises conveyed to Kelly Clark and Bruce Clark, by virtue of deed from Mary T. Zdanowicz, Personal Representative of the Estate of Lauren P. Kelly, dated May 23, 2018 and recorded in the Hancock County Registry of Deeds in Book 6891, Page 623.

Executed this 23rd day of June, 2023

Kelly Clark

State of Maine
 County of Hancock

The foregoing instrument was acknowledged before me on this 23rd day of June, 2023 by Kelly Clark.



Kasey Louise Levesque
 Notary Public/Attorney-at-Law
 Commission expiration: 09/30/29

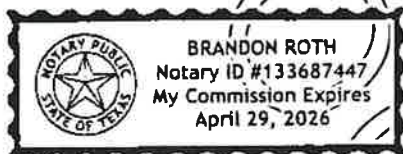
Executed this 10TH day of JUNE, 2023



Bruce Clark

State of Texas
County of Harris

The foregoing instrument was acknowledged before me on this 10th day of June, 2023 by Bruce Clark.





Notary Public/Attorney-at-Law
Commission expiration: 4-29-26

Exhibit A - Property Description

79 Point Road
Hancock, Maine

A certain lot or parcel of land, with any buildings and improvements thereon, located on the westerly side of the Point Road in the Town of Hancock, County of Hancock, State of Maine, said lot comprised of a portion of the First Lot and all of the Second lot described in a deed of Marian & Lawrence Alley, Jr. recorded in Bk. 3398, Pg. 135, said lot included on a survey map by Eastern Survey Company, Inc. titled "Boundary Survey For Record Owners MARION & LAWRENCE ALLEY, Jr.", said map dated July 29, 2012, revised August 6, 2012 and recorded in Plan Book 41, Page 69, the lot being conveyed more particularly bounded and described as follows:

Beginning at a capped, #5, iron re-bar set flush with grade on the westerly side of said Point Road on the northeasterly bound of a lot of land now, or formerly, of Foss described in a deed recorded in Bk. 1154, Pg. 369;

Thence N 66° 13' 35" W, 444.12', along a line defined in part by old wire fence remnants, along the northeasterly bound of said Foss lot, to a capped, #5, iron re-bar set;

Thence N 66° 13' 35" W, 8' +/- along the northeasterly bound of said Foss lot, to a point;

Thence N 81° W, 9' +/-, along the northerly bound of said Foss lot, to a point, said point witnessed by a capped, #5, iron re-bar set on, or near, said northerly bound, said re-bar bearing N 71° 23' 30" W, 16.88' from the last referenced re-bar;

Thence N 81° W, 231' +/-, along a line generally defined by old wire fence remnants, along the northerly bound of said Foss lot, to a point, said point witnessed by a capped, #5, iron re-bar set in 2007 on, or near, said Foss northerly bound, said re-bar bearing N 81° 17' 58" W, 230.79' from the last referenced re-bar;

Thence N 81° W, 557' +/-, along a line generally defined by old wire fence remnants, along the northerly bound of said Foss lot, to a point, said point witnessed by a capped, #5, iron re-bar set on, or near, said Foss northerly bound, said re-bar bearing N 81° 07' 47" W, 557.03' from the last referenced re-bar;

Thence by lines of division through said Alley first Lot the following 3 courses:

1. N 8° 52' 26" E, 307.24' to a capped, #5, iron re-bar set;
 2. S 81° 48' 43" E, 1279.37' to a capped, #5, iron re-bar set, said re-bar bearing N 14° 48' 37" E, 441.23' from the re-bar referenced at the point of beginning;
 3. S 81° 48' 43" E, 25' +/- to a point in the centerline of the traveled way of said Point Road;
- Thence generally southerly, 448' +/-, along said centerline, to a point at the northeasterly corner of said Foss lot;

Thence, N 66° 13' 35" W, 20' +/-, along the northeasterly bound of said Foss lot, to the re-bar referenced at the point of beginning;

Containing 10.00 +/- acres;

Orientation referenced to Magnetic North as observed in 1987.

Subject to the rights of the public to that portion of the Point Road right of way that is located within the above described lot, the westerly sideline of said right of way presumed to be located 24.75 feet westerly of, and parallel with, the centerline of the traveled way of said Point Road;

Also subject to a conservation easement granted by MARION L. ALLEY and LAWRENCE E. ALLEY JR., to Crabtree Neck Land Trust dated August 23, 2012 and recorded in Book 5880, Page 78 in the Hancock County Registry of Deeds.

TOGETHER WITH all rights, easements, privileges and appurtenances belonging to the granted estate,

**CONSERVATION EASEMENT
PROPERTY OF LAWRENCE E. ALLEY, JR, AND MARION L. ALLEY
ON POINT ROAD IN HANCOCK,
HANCOCK COUNTY, MAINE**

Lawrence E. Alley, Jr. and Marion L. Alley, husband and wife, with a mailing address of 79 Point Road, Hancock, Maine 04640 (hereinafter the "GRANTOR or GRANTORS," which words are always intended to include the above-named Grantors, their heirs and assigns, any successors in interest to the Protected Property, and their executors, administrators and legal representatives)

GRANT TO CRABTREE NECK LAND TRUST, a Maine nonprofit corporation organized and existing under the laws of the State of Maine with a mailing address of Post Office Box 273, Hancock, Maine 04640 (hereinafter referred to as "CNLT" or the "HOLDER," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns) as an absolute and unconditional gift,

with WARRANTY COVENANTS, and in perpetuity, the following described Conservation Easement on a portion of that property in the Town of Hancock, Hancock County and State of Maine described in a deed from Thomas H. Palmer, III et al. to Grantors, dated August 23, 2002 and recorded in the Hancock County Registry of Deeds in Book 3398, Page 135 (the remainder of which is to be conveyed by Grantors to CNLT to be held as a Preserve by deed of this date, to be recorded) which portion is herein referred to as the "Property" or "Protected Property," and as is more particularly described in the attached Exhibit A, and depicted on a sketch plan attached as Exhibit B, both incorporated as if fully set out here, exclusively for conservation purposes, as set out below;

- Conservation Purposes -

It is the purpose of this Conservation Easement to provide significant public benefits by protecting the view from the public highway of Point Road across the Protected Property to the Preserve of CNLT, a relatively natural undeveloped coastal wetland and significant wildlife habitat which abuts Old Pond, a portion of Youngs Bay on the Skillings River. The following recitals more particularly describe the conservation values of the Protected Property and the significance of this grant.

WHEREAS, the Protected Property consists of approximately ten acres, including approximately 448 feet of frontage on Point Road; and

WHEREAS, the Protected Property includes a residence and other structures, as well as a substantial open field, which permits a view across the Protected Property to the land to be held as a Preserve by CNLT enjoyed by those who travel on the public roadway of Point Road; and

WHEREAS, the Protected Property is located in the Frenchman Bay Area surrounding Mt. Desert Island and Acadia National Park in which increasing residential development and expansion may be to the detriment of existing scenic natural resources and the public's opportunity to enjoy such resources due to shoreline alteration, lawn and garden fertilizers, pesticides, animal wastes, and nutrients and bacteria from malfunctioning septic systems, all associated with increased run-off from residential areas due to clearing and paving for lawns, driveways, parking lots and roads (as cited by the Maine Coastal Program in The Estuary Book: A Guide to Promoting Understanding and Regional Management of Maine's Estuaries and Embayments, Maine State Planning Office, January, 1991); and

WHEREAS, the Protected Property, without this Conservation Easement, would be under strong pressure for subdivision and development which would adversely impact the scenic and natural resources on the Protected Property; and

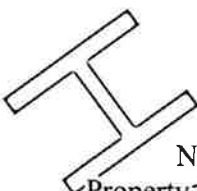
WHEREAS, the land use ordinance of the Town of Hancock affecting the Protected Property has a minimum lot size of 40,000 sq. ft. and would consequently permit the subdivision of the Protected Property into several lots and building thereon;

NOW THEREFORE, in consideration of the foregoing and the covenants herein, Grantors and Holder have established this Conservation Easement, pursuant to the Maine Uniform Conservation Easement Act, Title 33 M.R.S., §476 *et seq.*, as amended, and successor provisions thereof, the Internal Revenue Code of 1986, as amended at Title 26, U.S.C.A. §170(h)(1)-(6) and under Federal Treasury Regulations at Title 26, C.F.R. §1.170A-14 *et seq.*, as amended, exclusively for conservation purposes, for the benefit of the general public, on, over, through, under, and across the Protected Property; said Conservation Easement consisting of the following terms, covenants, restrictions and affirmative rights granted to Holder, which shall run with and bind the Protected Property in perpetuity:

TERMS, COVENANTS AND RESTRICTIONS

1. LAND USE AND RESERVED RIGHTS

It is the primary purpose of this Easement to preserve and protect in perpetuity the scenic and natural features of the Protected Property in a forever wild condition, subject only to changes appropriate to provide opportunities for agriculture, low-impact outdoor recreation (including but not limited to hiking, snowshoeing, cross-country skiing, and camping), nature observation and study, and limited harvesting of wood and other materials for Grantors' personal use.



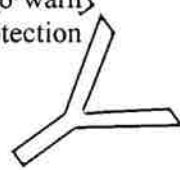
No division or subdivision of the Protected Property is permitted, nor may the Protected Property be used to determine augmented density or clustering of development on land not subject to this Conservation Easement under zoning or other building development regulation. No commercial, industrial, quarrying or mining activities are permitted on the Protected Property, except use of the home for professional office use and home occupations as defined by local ordinance, and permitted agriculture as set out herein. Without limiting the generality of the foregoing, billboards, illuminated signs, towers, antennas or apparatus for telecommunications (except those attached to existing or permitted structures which do not exceed 10 feet in height from such structures), power generation, exterior high intensity illumination, equestrian arenas, trailers, marinas, commercial boat storage, solid waste disposal areas, junk yards and use of aircraft, except in emergency, are specifically prohibited on the Protected Property.

There shall not be any use of motorized vehicles on the Protected Property, outside of the Building Area, except that Grantors reserve the right to use all-terrain vehicles, mowing machines, tractors and motorized lawnmowers for permitted activities on the Protected Property as set out in Sections 2, 3, and 4 of this Conservation Easement, provided that nothing in this Conservation Easement shall be interpreted to limit the use of motorized vehicles in the Building Area, as defined in Section 2, below.

2. STRUCTURES



As of the date of this grant, there are the following structures on the Protected Property: a residence, barn, drilled well, inactive and covered dug well and stone wall in locations in the Building Area depicted on Exhibit B, and more particularly located on a sketch included in the Baseline Documentation. No additional structures of any kind, temporary or permanent, may be located on the Protected Property without the prior written consent of Holder, except however, the Grantors, their successors and assigns, have the right 1) to re-build, repair, renovate or remove any existing structure on its present location without expanding the height or gross covered ground area ("footprint") of such structure; and 2) to build, repair, renovate or remove any ancillary structure not intended for human habitation which is a) less than one hundred square feet in gross covered ground area, b) less than 20 feet in height and c) is located within a Building Area located generally behind existing structures as seen from the Point Road and further described in Exhibit A and shown on Exhibit B hereto; and 3) locate and maintain rustic structures made of natural materials or materials that blend with the natural surroundings that will enhance the opportunity for low-impact outdoor recreation, nature observation and study, for example, rustic trail improvements, including footpath bridges, small informational and interpretive signs, trash receptacles, registration boxes, wildlife observation blinds, etc. Barriers and sight-pervious, inconspicuous fences may be located only where necessary to control livestock, prevent use or access by motor vehicles or to protect a natural area from over-use or inappropriate access, and small unlighted signs may be located where necessary to warn of hazards, or danger of fire, or regarding public access rules and the ownership and protection



of the Protected Property by Grantors and Holder. Nothing in this paragraph grants a right of access to the Protected Property.

3. SURFACE ALTERATIONS

As of the date of this grant, there are no surface alterations on the Protected Property. No filling, dumping, excavation or other alteration may be made to the surface of the Protected Property without the prior written consent of Holder, except that trails designed to discourage use by motor vehicles may be established, and small select portions of the Protected Property may be altered for the study of natural resources or archeology, subject to the prior written approval of Holder which may be granted if such activities will be conducted according to generally accepted professional practices and standards, and supervised by an accredited professional in the appropriate area of study, and in a manner consistent with the conservation purposes of this grant.

4. VEGETATION MANAGEMENT

4A. As of the date of this grant, the Protected Property is partly a residential area with associated outbuildings and lawns, with open fields and forested areas, as shown on Exhibit B and set forth in more detail in the Baseline Documentation. Grantors reserve the right to remove hazards to human safety, to clear vegetation and forest cover to prevent the spread of fire, to harvest firewood and forest products for noncommercial use by Grantors, and, with the prior written approval of Holder, to prevent the spread of disease. Forest products include, but are not limited to, evergreen tips for wreath-making, maple syrup, and wood for art and craft purposes. Limited forest management for wildlife habitat management purposes is permitted pursuant to a Forest Management Plan prepared by a licensed Maine forester and approved in writing in advance by CNLT.

4B. Small scale agriculture is permitted on Protected Property, including haying operations, grazing of livestock and field crops. Any agricultural structures are subject to the restrictions set out in 2, above.

4C. It is the intent of the parties that the existing open field be kept open by grazing or mowing or bushhogging at least every two years. In the event that Grantors do not take steps to keep the field open for two consecutive years, CNLT shall have the right, but not the obligation to mow or bushhog the field.

4D. It is a primary purpose of this Conservation Easement that the existing view from the Point Road across the Protected Property be kept open for the enjoyment of the general public. Vegetation along the Point Road, except in the Building Area, must be controlled so as not to block this view. In the event that Grantors do not take steps to keep this area open for two consecutive years, CNLT shall have the right, but not the obligation to clear vegetation in order to restore the view.

5.

WILDLIFE AND WATER QUALITY PROTECTION

In order to assure the preservation of the high quality scenic, natural and ecological character of the Protected Property, the following specific restrictions, subject to any more restrictive local, state, and federal laws and regulations, are imposed on the Protected Property:

5A. It is forbidden to dispose of or store rubbish, garbage, debris, unregistered vehicles, abandoned equipment, and parts thereof, or other unsightly or offensive waste material on the Protected Property, except that blowdowns and other vegetative debris may be left to remain on the Protected Property, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals. Users of the Protected Property will be directed to carry out their trash.

5B. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents that may have an adverse effect on wildlife, waters, and other important conservation interests to be protected by this Conservation Easement are prohibited, unless their use is for permitted agriculture and approved in advance and in writing by Holder, in accordance with the terms of Paragraph 9.

5C. There is currently a well serving the residence on the Protected Property. This well may be repaired or replaced as necessary, but there shall be no further development of the water resources of the Protected Property without the advance written consent of Holder.

5D. In addition to the foregoing restrictions, any reserved right or permitted use of the Protected Property must be exercised in a manner that results in the least practicable harm to the conservation purposes of this grant. Grantors agree to notify Holder or its designee, and Holder to notify Grantors, in writing, prior to the exercise of any reserved right the exercise of which may have an adverse impact on the conservation values of the Protected Property.

6. PUBLIC ACCESS

6A. Nothing in this Conservation Easement should be construed as affording the public physical access to any portion of the Protected Property. Nothing in this Conservation Easement should be construed to limit Grantors' right to grant limited public access to the Protected Property, provided that such access is allowed in a reasonable manner that does not conflict with the conservation values of the Protected Property.

6B. Grantors and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. §159-A, *et seq.*, as

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

AFFIRMATIVE RIGHTS GRANTED

7. Holder has the right to enforce the terms of this Easement. Holder shall have the right to enter the Protected Property for the purpose of monitoring the terms of this Easement and inspecting for violations, provided that Holder shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Protected Property. Holder will give one week's notice to Grantors prior to entry onto other property of Grantors, unless in Holder's judgment more prompt action is required to protect the conservation values of the Protected Property. If Holder finds what it believes is a violation or threatened violation, Holder shall promptly notify Grantors and may take any and all appropriate legal action. Except when an ongoing or imminent violation of this Easement could, in Holder's judgment, irreversibly diminish or impair the conservation values of the Protected Property, Holder, before filing any legal action, shall give Grantors written notice of the violation and thirty (30) days to correct such violation; provided, however, to the extent such violation may not reasonably be cured within thirty (30) days, Holder shall allow a reasonable time period so long as efforts to cure such violation are diligently pursued. If a court of competent jurisdiction determines that a violation has occurred or is threatened, Holder may obtain an injunction to stop any and all action, temporarily or permanently. A court may also issue an injunction requiring Grantors to restore the Protected Property to its condition prior to the violation. In any case where a court finds that a violation has occurred, Grantors shall reimburse Holder for all expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees. The failure of Holder to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. Enforcement of the terms of this Easement shall be at the sole discretion of Holder. Grantors waive all defenses of laches, estoppel, and prescription.

MISCELLANEOUS PROVISIONS

8. In entering into this Conservation Easement, Holder does not undertake any liability or obligation relating to the condition of the Protected Property, its control, maintenance or upkeep, nor any responsibility for payment of taxes or any other charges attributable to the Protected Property. Grantors shall indemnify, defend and hold Holder harmless from and against any and all liabilities, costs, damages or expense of any kind that Holder may suffer or incur as a result of or arising out of the activities of Grantors or any person other than Holder on the Protected Property.

9. Any notices or requests for approval required by this Easement shall be in writing and shall be personally delivered or sent certified mail, return receipt requested, or by such other commercial carrier as requires written proof of delivery to Grantors and Holder respectively, at the following addresses, unless one has been notified by the other in writing of a change of address:

To Grantors: Lawrence e. Alley, Jr./Marion L. Alley

79 Point Road
Hancock, ME 04640

To Holder:

Crabtree Neck Land Trust
PO Box 273
Hancock, ME 04640

In the event that notice mailed to the last address on file is returned as undeliverable, the party sending such notice shall send notice by certified mail, return receipt requested, or by such other commercial carrier as requires written proof of delivery, and by regular mail to such party's last known address on file with the Town of Hancock, Maine, or with the Secretary of the State of Maine, if applicable, and the mailing of such notice shall be deemed in compliance with the notice provisions of this Easement.

Grantors' notices must include sufficient information to enable Holder to determine whether Grantors' plans are consistent with the terms of this Easement and the conservation purposes hereof.

10. In the event that there is more than one owner of the Protected Property, all representations, warranties, covenants and agreements of Grantors set forth in this Easement are obligations of the Grantors, jointly and severally. In the event that there is any common or jointly held ownership of the Property or any portion thereof, all the common or joint owners shall designate one of them to be responsible for the granting of approvals of Grantor and the receipt of notices on behalf of Grantors hereunder. In the event that no single owner is so designated, Holder may consider that the approval of or notice to any one common or joint owner constitutes the approval of or notice to all. Each and every common or joint owner shall be jointly and severally responsible to Holder for compliance with all of the terms of this Easement applicable to Grantors. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

11. Any activity permitted under this Easement remains subject, at all times to all applicable state, federal and local laws and regulations.

12. Grantors shall keep the boundaries of the Protected Property sufficiently marked to permit Holder to accurately identify their location. In the absence of such accurately marked boundaries, Holder has the right to take reasonable action to re-establish the boundaries of the Protected Property, including a right to survey the Protected Property, which shall be at Grantors' expense, only if reasonably necessary to establish violation of the terms of this Conservation Easement and a violation is in fact established, whether by agreement of the parties or in a legal action pursuant to Paragraph 7, above.

13. Grantors agree to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Grantors transfers any interest in the Protected Property.

14. This Easement and any amendment or assignment hereof shall be recorded at the Hancock County Registry of Deeds and shall be a burden upon and shall run with the Protected Property in perpetuity. Every provision of this Easement that applies to Grantors and Holder shall also apply to their respective agents, heirs, assigns, and all other successors as their interests may appear.

15. In making this grant, Grantors have considered the fact that uses prohibited hereby may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantors and Holder that any such changes not be deemed to be changed conditions permitting alteration or termination of this Easement.

16. CONSERVATION EASEMENT REQUIREMENTS UNDER FEDERAL LAWS AND REGULATIONS.

16A. Conservation Purposes. This Conservation Easement is established exclusively for conservation purposes consistent with the provisions of the Internal Revenue Code, as amended (hereinafter referred to as the "Code") at Title 26 U.S.C.A., §170(h)(1)(6) and Sections 2031(c), 2055, and 2522, and under Treasury Regulations at Title 26 C.F.R. §1.170A-14 *et seq.*, as amended.

16B. Qualified Donee. Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes, §476(2)(B), as amended, and is a Qualified Organization under Code §170(h), to wit: a publicly funded, non-profit 501(c)(3) organization with the authority to accept lands, easements, and buildings for the purpose of preserving and protecting natural, scenic, educational, recreational and open space values of real property.

16C. Assignment Limitation. This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of §476(2) of Title 33 of the Maine Revised Statutes, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation purposes of this grant.

16D. Grantors agree to notify Holder prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant as required in Treasury Regulations Section 1.170-A, as amended.

16E. Proceeds Clause. This Conservation Easement constitutes a property right owned by Holder. Notwithstanding that this Conservation Easement is an obligation, and not a financial asset, should it be extinguished, which may be accomplished only by court order of a court of competent jurisdiction in an action in which the Attorney General of the State of Maine is a party, Holder is entitled to a share of the proceeds of any sale, exchange or involuntary conversion of the Protected Property, according to Holder's proportional interest in the Protected Property, as

determined and required under Treasury Regulations 1.170-A-14 (g)(6)(ii). Holder's proportional interest is determined as of the date of this grant and will not include value attributable to authorized improvements to the Protected Property made after the date of this grant, except as to improvements that are made by or at the expense of Holder. Holder will use such proceeds for its conservation purposes.

17. GENERAL PROVISIONS

17A. Applicable Law. This Conservation Easement is created pursuant to the Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, Sections 476 through 479-B, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine.

17B. Interpretation. If uncertainty should arise in the interpretation of this Conservation Easement, judgment should be made in favor of accomplishing the conservation purposes of this grant. Nothing in this Conservation Easement should be construed to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government or governmental agency having jurisdiction over the Protected Property, nor to prohibit the imposition of further land use restrictions by the agreement of the parties, or by operation of law.

17C. Non Waiver. The failure or delay of the parties hereto, for any reason whatsoever, to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute a waiver or estoppel of its rights to do so at a later time.

17D. Compliance. A person's obligation hereunder as Grantor, or successor owner of the Protected Property, will cease, if and when such person or entity ceases to have any present, partial, contingent, collateral or future interest in the Protected Property, but only to the extent that the Protected Property is then in compliance herewith. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer, provided that the new owner shall also be responsible for bringing the Property into compliance unless Holder releases the new owner. Upon Grantor's prior written request, and at its sole cost and expense, Holder will provide certificates to third parties, indicating the extent to which, to Holder's knowledge, there is compliance of the Protected Property with the terms of this grant after an inspection by Holder.

17E. Severability. 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.

17F. Amendment and Discretionary Consents. Grantors and Holder recognize that rare and extraordinary circumstances could arise which warrant modification of certain of the provisions of this Conservation Easement. To this end, subject to more restrictive laws and

regulations, if any, Grantors and Holder have the right to agree to amendments to this Conservation Easement without prior notice to any other party, provided that in the sole and exclusive judgment of Holder, such amendment enhances or does not materially detract from the conservation values intended for protection under this Conservation Easement. Amendments will become effective upon recording in the Hancock County Registry of Deeds. Nothing in this paragraph shall require the Grantors or the Holder to agree to any amendment or to consult or negotiate regarding any amendment.

Notwithstanding the foregoing, Holder and Grantors have no right or power to approve any action or agree to any amendment that would:

- (1) enlarge the area for residential or other building development, or the number of residences, if any, permitted by the express terms of this Conservation Easement;
- (2) materially detract from the conservation values intended for protection, without the prior approval of a court of competent jurisdiction in an action in which the Attorney General of the State of Maine has been made a party;
- (3) limit the term or result in termination of this Conservation Easement without the prior approval of a court of competent jurisdiction in an action in which the Attorney General of the State of Maine has been made a party; or
- (4) adversely affect the qualification of this Conservation Easement or the status of the Holder under applicable laws, including the Maine Conservation Easement Act at Title 33, sections 476 *et seq.*, and sections 170(h), 501(c)(3), 2522, and 2031(c) of the Internal Revenue Code, successor provisions thereof and regulations issued pursuant thereto.

17G. Liens Subordinated. Grantors represent to the best of their knowledge that as of the date of this there are no liens or mortgages outstanding against the Protected Property. Grantors have the right to use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose are subordinate to all of 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 lien or other interest in the Property.

17H. Standing to Enforce. Only the Holder and Grantors may bring an action to enforce this grant, and nothing herein should be construed to grant the public standing to bring an action hereunder, nor any rights in the Protected Property by adverse possession or otherwise.

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IN WITNESS WHEREOF, we, Lawrence E. Alley Jr. and Marion L. Alley, have signed this Conservation Easement this 23^d day of August, 2012.

Lawrence E. Alley Jr.
Lawrence E. Alley, Jr.

Marion L. Alley
Marion L. Alley

STATE OF MAINE
COUNTY OF Hancock

Aug 23, 2012

Then personally appeared the above named Lawrence E. Alley, Jr. and acknowledged the foregoing instrument to be his free act and deed.

Before Me,

Reynold L. Williams
Notary Public

Typed or Printed name of Notary: Reynold L. Williams

My Commission Expires: 10/15/16

SEAL

HOLDER ACCEPTANCE.

The above and foregoing Conservation Easement was authorized to be accepted by the **Crabtree Neck Land Trust**, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through ~~Judy Adelman~~ ^{Vice - President} Steven Crabtree, hereunto duly authorized, this 24th day of August, 2012.

Crabtree Neck Land Trust

Steven H Crabtree
By: ~~Judy Adelman~~ Steven Crabtree
Its: ~~President~~ Vice - President

STATE OF MAINE
COUNTY OF HANCOCK

Steven Crabtree Vice-President August 24, ~~2012~~ 2012
Personally appeared ~~Judy Adelman~~, the ~~President~~ of **Crabtree Neck Land Trust**, hereunto duly authorized, and acknowledged the foregoing instrument to be ~~her~~ his free act and deed in ~~her~~ his said capacity, and the free act and deed of said corporation.

Before Me,

Fredrick B. Stocking
Notary Public

Typed or Printed name of Notary: Fredrick B. Stocking
My Commission Expires: _____

EXHIBIT A

**Description of Protected Property
Conservation Easement
Hancock, Maine
Lawrence E. Alley, Jr. and Marion L. Alley
Crabtree Neck Land Trust**

A lot of land located on the westerly side of the Point Road in the town of Hancock, county of Hancock, state of Maine, said lot comprised of a portion of the First Lot and all of the Second lot described in a deed of Marian & Lawrence Alley, Jr. recorded in Bk. 3398, Pg. 135, said lot included on a survey map by Eastern Surveying Company, Inc. titled "Boundary Survey For: Record Owners **MARION & LAWRENCE ALLEY, JR.**", said map dated July 29, 2012, revised 8/6/12, the lot being conveyed more particularly bounded and described as follows:

Beginning at a capped, #5, iron re-bar set flush with grade on the westerly side of said Point Road on the northeasterly bound of a lot of land now, or formerly, of Foss described in a deed recorded in Bk. 1154, Pg. 369;

Thence N 66° 13' 35" W, 444.12', along a line defined in part by old wire fence remnants, along the northeasterly bound of said Foss lot, to a capped, #5, iron re-bar set;

Thence N 66° 13' 35" W, 8'±, along the northeasterly bound of said Foss lot, to a point;

Thence N 81° W, 9'±, along the northerly bound of said Foss lot, to a point, said point witnessed by a capped, #5, iron re-bar set on, or near, said northerly bound, said re-bar bearing N 71° 23' 30" W, 16.88' from the last referenced re-bar;

Thence N 81° W±, 231'±, along a line generally defined by old wire fence remnants, along the northerly bound of said Foss lot, to a point, said point witnessed by a capped, #5, iron re-bar set in 2007 on, or near, said Foss northerly bound, said re-bar bearing N 81° 17' 58" W, 230.79' from the last referenced re-bar;

Thence N 81° W±, 557'±, along a line generally defined by old wire fence remnants, along the northerly bound of said Foss lot, to a point, said point witnessed by a capped, #5, iron re-bar set on, or near, said Foss northerly bound, said re-bar bearing N 81° 07' 47" W, 557.03' from the last referenced re-bar;

Thence by lines of division through said Alley First Lot the following 3 courses:

1) N 8° 52' 26" E, 307.24' to a capped, #5, iron re-bar set;

(Page 2)

2) S 81° 48' 43" E, 1279.37' to a capped, #5, iron re-bar set, said re-bar bearing N 14° 48' 37" E, 441.23' from the re-bar referenced at the point of beginning;

3) S 81° 48' 43" E, 25'± to a point in the centerline of the traveled way of said Point Road;

Thence generally southerly, 448'±, along said centerline, to a point at the northeasterly corner of said Foss lot;

Thence N 66° 13' 35" W, 20'±, along the northeasterly bound of said Foss lot, to the re-bar referenced at the point of beginning;

Containing 10.00± acres;

Subject to the rights of the public to that portion of the Point Road right of way that is located within the above described lot, the westerly sideline of said right of way presumed to be located 24.75 feet westerly of, and parallel with, the centerline of the traveled way of said Point Road;

Also subject to a conservation easement granted to Crabtree Neck Land Trust of approximately even date, to be recorded;

Orientation referenced to Magnetic North as observed in 1987.

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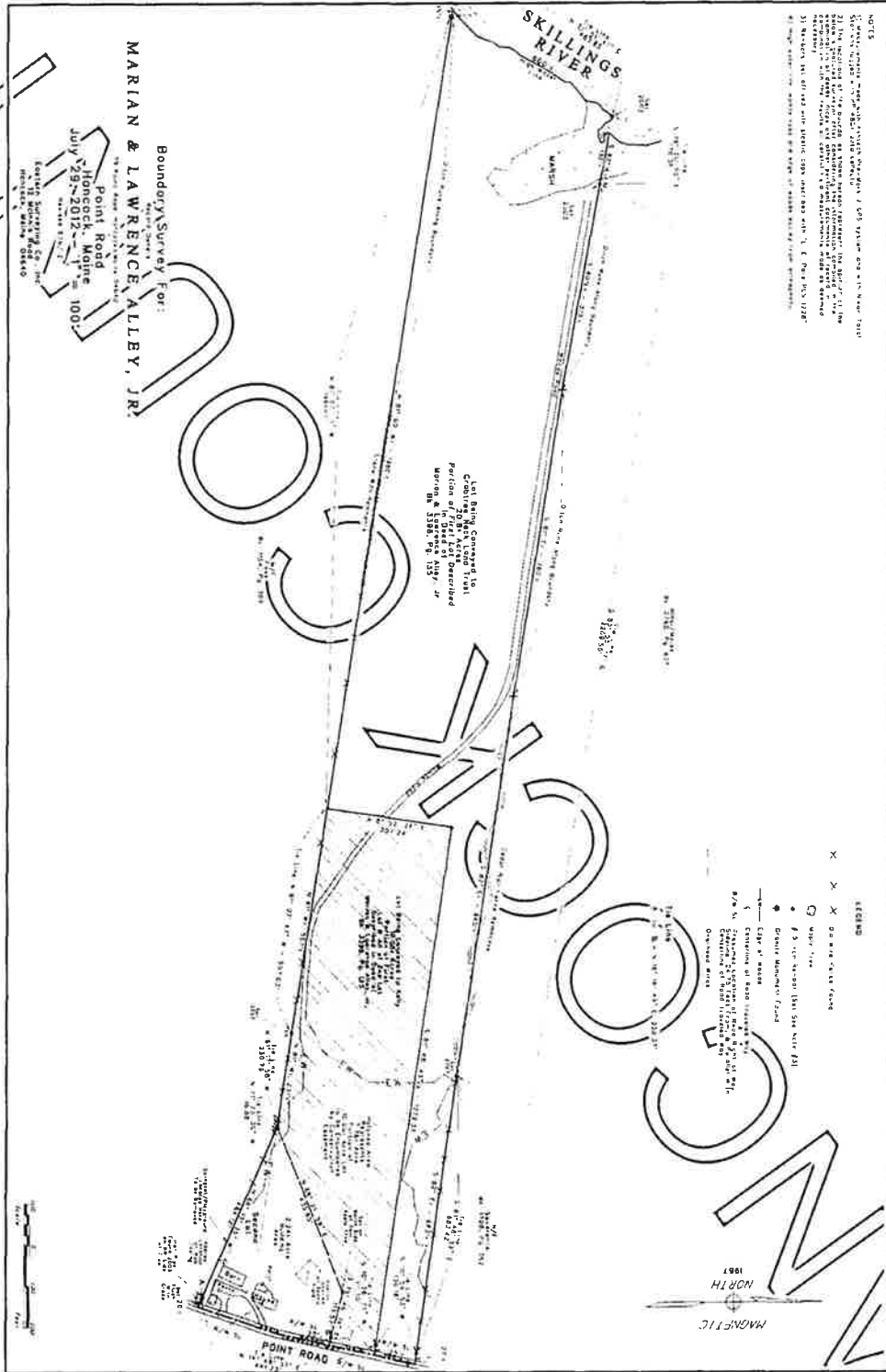


EXHIBIT B

2) $FFR = PARTS / ACROSSING FROM DIFFERENT$, AN SP ISS ;
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