**CONSERVATION EASEMENT**
**Elmwood Town Woodlands, Pownal**

The **TOWN OF POWNAL**, a duly organized Maine municipal corporation, located and operating in Cumberland County, Maine and having an office at 429 Hallowell, Road ME 04069 (hereinafter "GRANTOR," or "LANDOWNER" which words are intended to include, unless the context clearly indicates otherwise, the above-named GRANTOR, its successor and assigns, and any successors in interest to the Protected Property), DOES HEREBY GRANT as a gift to the **ROYAL RIVER CONSERVATION TRUST**, a Maine non-profit corporation with a mailing address of PO Box 90, Yarmouth, ME 04096 (hereinafter "HOLDER," which word shall, unless the context clearly indicates otherwise, include HOLDER's successors and/or assigns), WITH QUITCLAIM COVENANT, in perpetuity, this conservation easement (the "Conservation Easement" or "Easement") pursuant to Title 33 M.R.S.A. Section 476 et seq., inclusive, as amended, on, over, under and through a parcel of land of approximately 90.6 acres being a portion of land as described in deeds to the Grantor from Anneliese Andrews and Charles R. Andrews, dated June 7, 1968, and recorded in the Cumberland County Registry of Deeds in Book 3047, Page 819, and to the Grantor from Peter W. Bowman and Mary Clifford, dated March 7, 1968, and recorded in the Cumberland County Registry of Deeds in Book 3048, Page 151, and more particularly described in **Exhibit A** and depicted on the map of the property (**Exhibit B**) attached hereto and made part hereof (hereinafter referred to collectively as the "Protected Property").

This Conservation Easement ensures that the Protected Property shall be managed for conservation purposes and uses. This Conservation Easement is granted exclusively for the following conservation purposes:

**I. PURPOSE OF THE EASEMENT.**

The purpose of this Conservation Easement is to preserve in perpetuity the unique and undeveloped character of the Protected Property and to protect the high-quality habitat of the forest and associated ecosystems, while also providing a variety of opportunities for well-managed multi-use outdoor recreation, trail access and scenic enjoyment for the general public.

The following recitals more particularly describe the conservation and other values of the Protected Property:

WHEREAS, the Protected Property consists of approximately 90.6 acres of wooded, undeveloped land and wetlands located adjacent to Chandler Brook in Pownal, Maine; and

WHEREAS, the Protected Property contains approximately 517 feet of frontage along Chandler Brook (also known as the Middle Branch of the Royal River); and

WHEREAS, the Protected Property is located within the Royal River watershed and protection of this watershed is of vital importance to the overall health of Casco Bay; and

WHEREAS, the Protected Property represents wooded open space, wildlife habitat, wetlands and river frontage having scenic, wildlife, natural, ecological, and aesthetic values in its present natural state, and particularly includes shoreline along Chandler Brook and adjoining wetlands, habitat and woodlands of special scenic and natural values to the surrounding community and the public at large; and

WHEREAS, the Town of Pownal is subject to considerable development pressure and sprawl that often closes or restricts access to open space traditionally used and enjoyed by the public; and

WHEREAS, the Town of Pownal adopted in 2021 its town-wide Comprehensive Plan, which identifies as plan goals (a) the promotion and encouragement of a variety of recreational opportunities for Pownal residents, including low impact outdoor recreation and hunting, (b) the preservation of Pownal's rural character and open space; and (c) protecting open space, scenic views and wildlife habitat; and

WHEREAS the conservation of working woodlands where sustainable timber harvesting can be practiced is important to preserving the traditional natural resource based economy and rural characteristics of Pownal; and

WHEREAS, the Protected Property provides scenic values visible to the public from public roads and to public recreational users of Chandler Brook; and

WHEREAS, the Protected Property is contiguous with other protected lands, RRCT trail easements, powerline corridors with trail licenses held by the Maine Bureau of Parks and Lands, and private permissions for snowmobile club trails, that together form a network of trail connectivity between Bradbury Mountain State Park and the Pineland Public Reserve Lands; and

WHEREAS, GRANTOR and HOLDER have the common purpose of conserving in perpetuity the Protected Property as "a relatively natural habitat of fish, wildlife or plants, or similar ecosystem," as that phrase is used in 26 U.S.C.A. §170(h)(4)(ii), and in regulations promulgated thereunder; and

WHEREAS the GRANTOR and the HOLDER, recognizing the uniqueness of the Protected Property have the common purpose of conserving the high quality wildlife habitat, natural and recreational values of the Protected Property by conveyance of this Conservation Easement on, over, through and across the Protected Property that will establish a natural recreation area, recreation trails, prohibit development of the Protected Property, and prevent any use or change that would conflict with its wildlife habitat values or its predominantly natural and scenic condition.

NOW, THEREFORE, the GRANTOR and HOLDER hereby establish this Conservation Easement on, over, through and across the Protected Property consisting of the foregoing recitals and

purposes, and the following terms, covenants, restrictions and affirmative rights granted HOLDER, its successors and assigns, which shall run with and bind the Protected Property, in perpetuity:

**II. LAND USE & DIVISION:**

**NOTE TO REVIEWERS:** ***This Section II describes things that the Town of Pownal may allow or that the Town of Pownal may do, but these are things that the Town is not required to allow or do. For example the Town may allow or disallow ATVs by municipal decision, but this Conservation Easement does not prohibit ATVs nor give ATVs any expectations.***

**A. Land Use.** The Protected Property may be used only for conservation, outdoor recreation by the general public, educational activities, tribal ceremonial activities, and natural resource management activities that do not adversely affect its important natural, ecological and habitat values. Outdoor recreation includes, but is not limited to, low-impact forms of recreation such as nature observation and study, hiking, running, biking, snowshoeing, cross-country skiing, horse riding, snowmobiling, hunting, all-terrain vehicles on designated trails, and trapping.

**B. Division**. For the purpose of land uses permitted under this Conservation Easement, the Protected Property must remain in its current configuration as a single lot under unified ownership. Subdivision, partition or creation of other parcels or lots, whether by lot division, or other manner of ownership which creates discrete parcels or separate ownership or control of portions of the Protected Property, shall be prohibited, except for boundary adjustments to resolve bona fide boundary disputes. Under no circumstances may the Protected Property or any portion thereof be included as part of the gross tract area of other land not subject to this Conservation Easement, for the purposes of determining density, lot coverage, or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use, building density, or transfer for development rights.

Notwithstanding the foregoing, any portion of the Protected Property may be conveyed to an entity that is a federal, state, or local government agency or a non-profit conservation organization which is a "qualified organization" set forth under Section 170(h) of the United States Internal Revenue Code and a "qualified holder" under Title 33, Maine Revised Statues, Section 476(2), or to a federally-recognized Indigenous Tribe as described in Section III.D., for permanent conservation ownership.

**C. Existing Conditions**. As of the date of this Conservation Easement, there are no structures on the Protected Property with the exception of minor recreational structures, boundary markers and bridges. As of the date of this Conservation Easement, there are no surface alterations on the Protected Property other than one primary and several secondary woods roads, and one log landing and clean fill area with a driveway. The remainder of the Protected Property is undeveloped and forested. All existing conditions are documented in the Baseline Documentation (hereinafter defined) and certified as accurate by GRANTOR and HOLDER as of the date of this Conservation Easement.

**D. Structures**. It is the intention of this Easement that the Property be used as conservation land for multi-use outdoor recreation, nature observation, and study and that uses and improvements be limited to the extent necessary or appropriate to preserve its natural and undeveloped character.

No structures, temporary or permanent, are permitted on the Protected Property without prior written consent of HOLDER, except however, the GRANTOR reserves for itself, its successors and assigns, the following rights:

1. **Minor Structures**. GRANTOR reserves the right to locate, construct, repair, maintain and replace minor structures to accommodate low impact outdoor recreation and nature observation and study. Such minor structures may include, but are not necessarily limited to the following: temporary tree stands, small unlighted informational and interpretive signs including commemorative plaques and memorials; informational kiosks and registration boxes; low barriers to discourage unauthorized access; fencing to protect natural resources or for safety purposes; support and erosion control structures necessary for permitted parking area and trails; trail and boundary markers; rustic trail improvements, including, hand rails, steps, stream or trail bridges, bog boardwalk, culverts and water bars; benches and picnic tables; toilets; small picnic shelters up to 200 square feet; temporary tents; pet sanitation boxes; and temporary structures associated with wildlife, plant, archeological, or other scientific study under professional supervision under professionally accepted standards. Notwithstanding the foregoing, installation of any such minor structures within 75' of the shoreline of Chandler Brook and any other streams requires prior HOLDER approval to minimize the negative impacts of such structures.

Notwithstanding the foregoing; the following structures are not permitted, except as expressly set forth above or elsewhere in this Conservation Easement: buildings, barns, bleachers, permanent lighting, major recreational improvements such as athletic or sports facilities, riding arenas, paddocks, ballfields, tennis courts or similar high impact outdoor recreation fields.

**E. Surface Alterations**. No alterations may be made to the surface of the earth or to the wetlands of the Protected Property except as reserved below by GRANTOR.

**1. Mining**. No mining, quarrying, or surface mining activities are permitted on the Protected Property.

**2. Excavation, filling, dredging and grading**. No excavation, filling, dredging or grading or other alteration may be made to the surface of the Protected Property except as necessary to install, maintain or replace permitted structures, parking, log landings, forest management roads, and trails. Any such activity shall secure and meet all permitting requirements under local, state, and federal laws and regulations.

**3. Exercise of Reserved Rights**. GRANTOR reserves the right to alter the surface of the land to the minimum extent necessary to exercise the Grantor's rights and reservations expressly set forth in this Conservation Easement.

**NOTE TO REVIEWERS:** ***These sections below, Section II. E. 5 (Recreational Trails) and II.4.B (Parking), describe things that the Town of Pownal may allow or do, but is not required to allow or do. For example the Town of Pownal may decide that road safety issues would make a parking lot entrance to be viable, or to be unsafe. There is no active plan for a trailhead parking lot on town-owned land. RRCT plans a trailhead parking lot on RRCT-owned land at a safer location.***

**4. Roads and Parking**.

**(A) Roads**. Establishment of new roads upon the Protected Property is prohibited, with the exception of woods management roads, log landings, and an access road segment as may be necessary to reach any parking area authorized herein.

**(B) Parking**. GRANTOR reserves the right to establish no more than one parking lot and associated access. Any such parking area may be of gravel or similar surface only, and shall be constructed to minimize erosion, drainage, and impact on the Protected Property or nearby environmentally sensitive areas, wetlands, or water bodies. The parking areas and access roads must meet all applicable federal, state, and local permitting requirements

**5. Recreational Trails**. GRANTOR may develop trails to create an interconnected network of unpaved trails within the Protected Property and connecting on to adjacent conserved lands, subject to the following restriction: all trails must be designed, located, constructed and maintained to prevent erosion, to connect to trail networks on adjacent properties, and to protect the conservation values of this Easement.

**F. Archeological and Ecological Study and Tribal Ceremonial Activities**. GRANTOR reserves the right to permit archeological and ecological study of the Protected Property, including excavation of sites, provided that all such work must be conducted in accordance with applicable then-current professional standards, and the disturbed area must be restored to its natural appearance as soon as reasonably possible after completion. GRANTOR reserves the right to permit ceremonial activities by enrolled members of federally-recognized Indigenous Tribes, as described in Section III.E., for traditional ceremonial activities such as dances, music playing, tipi setting, memorials and celebrations, provided that all such activities must be approved by HOLDER in advance as consistent with the conservation values of this Conservation Easement and any disturbed areas must be restored to its natural appearance as soon as reasonably possible after completion.

**G. Vegetation Management**. It is the intention of this Conservation Easement to foster an intact, healthy, forested area to preserve healthy soils and habitat for wildlife, preserve the ecological integrity of streams, vernal pools, and wetlands, and protect the scenic character of the Protected Property.

**1. Tree and Vegetation Cutting**. GRANTOR reserves the right to alter or remove vegetation as necessary to install, establish and maintain the structures permitted under Section II, Paragraph E, engage in the activities permitted in Section II, Paragraph G, and engage in surface alterations permitted under Section II, Paragraph F of this Easement; to reduce safety hazards for the uses permitted herein; to remove invasive plant species; to maintain the existing scenic views, as documented in the Baseline Documentation Report; and to prevent fire and spread of disease or non-native insects with input from a professional forester and wildlife ecologist. GRANTOR additionally reserves the right, at its sole discretion to authorize selective harvesting of culturally important vegetation for traditional uses by members of federally-recognized Indigenous Tribes, as described in Section III.E, including without limitation, harvesting medicinal plants, ash trees and birch trees. All of the foregoing shall be conducted in a manner to minimize soil erosion, prevent damage to fragile plant communities, wetlands, and wildlife habitat, and to protect other important natural resources.

**2. Forest Management Plan**. Except as provided in Paragraph G.1. above, any harvesting of trees shall be consistent with a forest management plan developed by a professional forester with input from professional wildlife biologists and adopted by GRANTOR, which plan may not be more than 20 years old prior to commencement of any harvesting activity. The forest management plan shall include provisions for protecting soils, water quality, wetlands and high value plant and animal habitat and generally be consistent with current Best Forestry Management Practices as defined by "Best Management Practices for Forestry: Protecting Maine's Water Quality," prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication's most current version at the time of this Conservation Easement, and as the same may be further amended, supplemented or replaced after the date of this Conservation Easement. GRANTOR shall provide HOLDER with a copy of any forest management plan for HOLDER's review and comment. All forestry activities shall be in compliance with applicable federal, state and local laws and regulations. GRANTOR shall give notice to HOLDER sixty (60) days prior to any proposed harvesting activities in accordance with the forest management plan and provide HOLDER with sufficient information concerning the nature, extent and timing of the proposed activity. Harvesting proceeds from any and all forestry activities are property of the GRANTOR.

**H. Water Protection, Pollution Control, and Waste Disposal**. No dumping, storage or burial of refuse or waste materials is permitted on the Protected Property. No vehicles may be stored on the Protected Property except that temporary storage of vehicles as may be required for permitted maintenance, construction, conservation, or forest management activities shall be permitted. The direct discharge of treated or untreated sewage into the surface waters on or about the Protected Property is prohibited. The use, discharge or runoff of chemical herbicides, pesticides, fungicides, fertilizers or other toxic agent would be discouraged unless a particular need arises and shall be controlled as required by state or federal law to prevent adverse impacts on wildlife, waters, and other important conservation values protected by this Conservation Easement. Trash receptacles may be installed by GRANTOR as necessary and shall be regularly maintained. The dumping of debris in the location of the current primitive parking area (as described in the Baseline Documentation Report) is not allowed to continue, except in

furtherance of intentionally placing clean fill for the purposes of developing a parking area as is permissible under Section II.4.B.

**III. HOLDER'S AFFIRMATIVE RIGHTS**

**NOTE TO REVIEWERS:** ***This Section III describes what RRCT may do. RRCT may maintain a Primary Trail pursuant to III.A.***

**A.** HOLDER is granted the right to construct, maintain, relocate, or otherwise provide for and invite the public to use a Primary Trail and any associated trail bridges connecting Elmwood Road to Chadsey Road, as depicted on **Exhibit C** (attached hereto and made a part hereof). Maintenance rights shall include the Holder's installation of signage and the Holder's adoption of rules that are not inconsistent with any rule or regulation of GRANTOR. Holder rights shall in no way interfere with snowmobile trails, but such trails may be co-located.

a. Reserved Rights of Regulation. GRANTOR has the right to prohibit or make reasonable rules and regulations for any of the following uses for public recreation on the Primary Trail: night use; camping; loud activities; open fires; use of motor vehicles except as provided in this Conservation Easement; access by domesticated animals or pets; any use that may interfere with or be harmful to members of the public using the Protected Property. GRANTOR expressly reserves the right to close public access to the Primary Trail to non-hunting recreational users on days that the Protected Property is open to hunting during the rifle deer season. GRANTOR's rules and regulations shall not give preference to residents of any particular municipality.

b. Reserved Rights of Closure. GRANTOR also has the right, with the consent of HOLDER, to temporarily restrict public access both in full, or as to specified types of users, over all or designated portions of the Primary Trail, in order to minimize user conflicts, to protect fragile areas under study, or for safety purposes during active timber harvesting, or other permitted management activities that may pose a hazard to recreational users, or to provide privacy during tribal ceremonies permitted under Section II, Paragraph G. GRANTOR and HOLDER agree not to unreasonably withhold or delay consent from a requested closure. In the event that closure is required to assure safety in an emergency, consent need not be obtained provided that notice is given to the other party as soon thereafter as possible, and the closure remains in place only to the extent and for the duration necessary to assure safety, to permit necessary maintenance, or to preserve important scenic, ecological, or other conservation values of the Protected Property.

c. GRANTOR and HOLDER agree that any fees or charges imposed by either party for public access shall be reasonable and comparable to those charged in Maine for similar facilities. Fees may not be charged by either party unless agreed to by both parties.

d. GRANTOR AND HOLDER each claim all of the rights and protections against liability for injury to the public to the fullest extent of the law under the Recreational and Harvesting Use Liability Limitations set forth in Title 14 M.R.S.A. Section 159-A, et seq. as amended and successor provisions thereof (The Maine Recreational Use Statute), under the Maine Tort Claims Act as set forth in Title 14 M.R.S.A. Sections 8101-8114, as amended and any successor provisions thereof and under any and all other applicable provisions of law or equity.

**B. Entry and Inspection**. HOLDER is granted the right to enter the Protected Property at any time for the purposes of inspection, monitoring, and enforcement to undertake ecological or other studies of the Protected Property, and to exercise any other affirmative right hereunder.

**C. Enforcement**. HOLDER shall have the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it might be entitled for violation of the terms of this Easement and to require restoration of the Protected Property to the condition that existed prior to such injury, provided however that naturally occurring changes and "acts of God," defined by 42 U.S.C. §9601(1) shall not give rise to any right in HOLDER to require restoration. Prior to initiation of an enforcement action, HOLDER shall provide GRANTOR with prior written notice and a reasonable opportunity to cure any breach; except where emergency circumstances require more immediate enforcement action. For purposes of this provision, emergency circumstances shall mean circumstances in which there is a substantial likelihood that violation of this Easement by GRANTOR will threaten the public safety or conservation of the Protected Property and in which the immediate cure of such violation is required to protect the public safety and conservation of the Protected Property.

In any action brought by a party against another party to enforce or defend this Conservation Easement, or any others for whose actions on the Protected Property the party is responsible, the non-prevailing party shall reimburse the prevailing party for any reasonable costs of enforcement or defense, including court costs, mediation and if applicable, arbitration costs, reasonable attorney fees and any other payments ordered by such court or arbitrator. Notwithstanding the foregoing, prior to the commencement of litigation by either party, the parties agree to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences if the following conditions are met: i) the parties agree not to proceed with the disputed use or activity pending resolution of the dispute, and ii) no injury to the Protected Property has occurred or will occur while the parties are engaged in mediation. Each party shall be responsible for one-half of the neutral mediator's fees, and their own attorney fees.

GRANTOR is not responsible for injury to or change in the Protected Property resulting from natural causes, acts of God or environmental catastrophe beyond GRANTOR's control, such as fire, flood, storm and earth movement or from prudent action taken by GRANTOR under emergency conditions to prevent, abate or mitigate significant injury to Protected Property resulting from such causes.

The terms of the Conservation Easement do not supersede or waive more restrictive applicable law and regulations.

**D. Violations by Third Parties.** GRANTOR shall take all reasonable actions, consistent with customary standards for the management of comparable areas utilized for the same purposes as the Protected Property, to prevent or halt third parties from violating this Easement. GRANTOR and HOLDER, together or unilaterally, may take such action as may be reasonably necessary to remedy acts of authorized or unauthorized third parties that constitute a violation of this Easement. Furthermore, in the event of violations of this Easement caused by acts of third parties, at HOLDER's option, GRANTOR agrees to assign their rights of action to HOLDER, to join in any suit, and/or to appoint HOLDER its attorney-in-fact for the purposes of pursuing enforcement action. GRANTOR shall remain responsible for violations of this Easement caused by acts of GRANTOR's employees, contractors, agents, invitees, guests, licensees, and other expressly or impliedly authorized third parties. As to violations arising from the acts or omissions of unauthorized third parties, the GRANTOR shall remain responsible for restoration of the Protected Property to a condition of compliance with this Easement, and HOLDER shall have a right to enforce this Easement directly against the GRANTOR if the GRANTOR fails to cooperate with the HOLDER in all reasonable respects to halt or abate the violation resulting from such acts or omissions, or fails to promptly report a known or suspected violation to the HOLDER.

**E. Indigenous Tribes.** By making specific allowances for "federally-recognized Indigenous Tribes", it is the intent of GRANTOR and HOLDER to ensure that this Conservation Easement does not needlessly prohibit traditional and culturally-important activities of peoples whose ancestors inhabited these lands prior to European colonialization, and which activities are consistent with the Conservation Values of this Easement. As of the date of this Conservation Easement, there are only four federally-recognized Indigenous Tribes in Maine, being the Mi'kmaq Nation, the Houlton Band of Maliseets, the Passamaquoddy, and the Penobscot Nation. As the status of tribal sovereignty and tribal relationships with state and federal governments evolve over time, HOLDER may rely on federal or state governmental designations in exercising its discretion to enforce those sections of the Easement to prevent abuse by non-tribal members.

**F. Signage**. HOLDER is authorized to install and maintain small, unlighted informational signs that identify HOLDER's contributions to and interests in the Protected Property, in addition, signs that mark the boundary of the Protected Property, that enhance the public use of and appreciation of the Property, and that promote appreciation of plant and animal life; such minor signage to be completed in a manner consistent with the goals of this Easement.

**G. Boundaries**. It is GRANTOR's obligation to keep the boundaries of the Protected Property adequately marked in a manner that they can be located by HOLDER. In the event such boundaries are not clearly marked within a reasonable amount of time after notice by HOLDER, HOLDER shall have the right to engage a professional surveyor to locate or reset the iron pins. The costs associated with the survey work necessary to locate or reset such pins shall be paid by the GRANTOR only if and to the extent necessary to determine if a breach of this Conservation Easement has occurred on the Protected Property.

**H. Notice**. HOLDER has the right to require that GRANTOR's reserved rights be exercised in a manner that avoids adverse impact to the conservation values to be protected by this Easement. GRANTOR agrees to notify HOLDER prior to undertaking any activity or exercising any reserved right that may impair the conservation interests associated with the Easement.

**I. Right to Assign**. In the event that HOLDER fails to continue operations or is dissolved, either voluntarily or involuntarily, or is not able to fulfill its obligations under this Conservation Easement, it shall assign the easement to another qualified entity (not the then current GRANTOR of the Conservation Easement). A qualified entity for such purposes shall be one that meets the definition of "HOLDER" at Title 33 Maine Revised Statutes Annotated Section 476(2), as amended or re-codified, and that meets the requirements of Section 170(h)(3) of the Internal Revenue Code, or successor provisions thereof, and that as a condition of transfer, agrees to carry out the conservation purposes of this grant.

## IV. GENERAL TERMS AND STANDARD PROVISIONS

**A. Notice and Approval Requirements**. GRANTOR agrees to notify HOLDER prior to undertaking any activity or exercising any reserved right that may have an adverse impact on the conservation values protected by this Conservation Easement, and where prior notice or approval is specifically required in this Conservation Easement. GRANTOR's notices must include sufficient information to enable HOLDER to determine whether GRANTOR's plans are consistent with the terms of this Easement and the conservation purposes hereof.

**(i)** Any notices or requests for approval required by this Easement shall be in writing, acknowledgement required to GRANTOR and HOLDER, at the following postal and email addresses, unless one has been notified in writing by the other of a change of address or change of ownership:

To GRANTOR: Town of Pownal, ATTN: Town Clerk
429 Hallowell Road
Pownall ME 04069
EMAIL: administrator@pownalmaine.org

To HOLDER: Royal River Conservation Trust, ATTN: Executive Director
P.O. Box 90
Yarmouth ME 04096
EMAIL: Info@RRCT.org

**(ii)** A notice or request for approval or any other communication may be sent by electronic mail or other electronic communication ("email") only if: (1) an authorized agent of the receiving party has consented to receiving notice by email at a specific address, and (2) the recipient acknowledges having received that email. An automatic "read receipt" shall not constitute acknowledgment of an email for purposes of this paragraph.

**(iii)** When GRANTOR is required to provide notice to HOLDER pursuant to this Easement, such notice as described hereinabove shall be given in writing at least thirty (30) days prior to the event giving rise to the need to give notice except as otherwise specifically provided herein.

**(iv)** When GRANTOR is required to obtain HOLDER's prior written consent and approval, such request as described hereinabove shall be given in writing thirty (30) days prior to undertaking the proposed activity except as otherwise specifically provided herein. HOLDER, upon receipt of GRANTOR's request, shall acknowledge receipt of the same. Following receipt of such notice, HOLDER, shall, in writing, grant, grant with conditions, or withhold its approval. No proposed activity may proceed without HOLDER's written consent and approval as provided herein, except as may be expressly permitted under the terms of this Conservation Easement.

**B. Responsibility of Grantor**. GRANTOR acknowledges that HOLDER has neither possessory rights in the Protected Property, nor any responsibility nor right to control, maintain, or keep up the Protected Property. GRANTOR shall retain all responsibilities and shall bear costs and liabilities of any nature related to the ownership, operation, upkeep, improvement, and maintenance of the Protected Property.

**C. Maine Conservation Easement Act**. This Conservation Easement is established pursuant to the Maine Conservation Easement Act at Title 33, Maine Revised Statutes, Sections 476 through 479-C, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine.

**D. Baseline Documentation**. In order to establish the present condition of the Protected Property and its conservation attributes protected by this conservation easement, and its natural and scenic resources, so as to be able to monitor properly future uses of the Protected Property and assure compliance with the terms hereof, HOLDER and GRANTOR have prepared an inventory of the Protected Property's relevant features and conditions (the "Baseline Documentation") and have certified the same as an accurate representation, to the extent known, of the condition of the Protected Property as of the date of this Conservation Easement. A certified copy of the Baseline Documentation, and any amendments or supplements thereto, shall be maintained, in perpetuity, at the offices of HOLDER.

**NOTE TO REVIEWERS:** ***This Baseline Documentation report will be prepared by RRCT at RRCT expanse, for Town of Pownal signature, after the Town Meeting***.

**E. Extinguishment**.

**(i)** The parties agree that the grant of this Conservation Easement gives rise to 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 at least equal to the proportionate value that the Conservation Easement bears at the time of the gift to the value of the property as a whole at that time, in accordance with IRS Regulations at 1.170A-14(g)(6)(ii) (hereinafter the "Proportionate Value"). The Proportionate Value shall remain constant.

**(ii)** This Conservation Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction. It is the intention of the parties that an extinguishment or termination 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 (and any third party who has a bona fide right of enforcement, if any) agree. Should this Conservation Easement be terminated or extinguished as provided in this Paragraph, 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 to the greater of: (i) in accordance with § 1.170A-14(g)(6)(ii), a portion of any proceeds of a subsequent sale, exchange, or involuntary conversion computed as to the Proportionate Value; or (ii) in accordance with 33 M.R.S. § 477-A(2)(B), the increase in value of the GRANTOR's estate resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by GRANTOR and HOLDER. HOLDER shall use its share of the proceeds or other moneys received under this Paragraph in a manner consistent, as nearly as possible, with the stated, publicly beneficial purposes of this Conservation Easement. GRANTOR agrees and authorizes HOLDER to record a notice of a lien on the Protected Property which lien will be effective as of the date of such extinguishment, to secure its rights under this Paragraph.

**F. Controlling Law and Interpretation**. The interpretation and performance of this Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the conservation purposes of this Easement and the policy and purpose of the Maine Conservation Easement Act at Title 33, Maine Revised Statutes Annotated, Sections 476 et seq., inclusive, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the conservation purposes of this Easement shall govern.

**G. Subsequent Deeds and Transfers**. This Easement must be incorporated by reference in any deed or other legal instrument by which GRANTOR conveys any interest in the Protected Property, including, without limitation, a leasehold or mortgage interest. GRANTOR further agrees to give written notice to HOLDER within thirty (30) days of the transfer or conveyance of any interest in the Protected Property. The failure of GRANTOR to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

**H. Discretionary Approvals**. GRANTOR and HOLDER recognize that certain activities by the GRANTOR may warrant the prior discretionary approval of HOLDER, and that HOLDER has the right to issue such discretionary approvals without prior notice to any other party. Nothing in this Paragraph shall require the HOLDER to agree to any discretionary approval. .

**I. Amendment**. GRANTOR and HOLDER recognize that rare and extraordinary circumstances could arise that warrant modification of certain of the provisions of this Conservation Easement. To this end, subject to more restrictive laws and regulations, if any, GRANTOR and HOLDER have the right to agree to amendments to this Conservation Easement,

provided that in the reasonable judgment of HOLDER, such amendment enhances or does not materially detract from the conservation values intended to be protected by this Conservation Easement, in accordance with Maine law. Amendments shall become effective upon the recording at the Cumberland County Registry of Deeds. Nothing in this Paragraph shall require the GRANTOR or the HOLDER to agree to any amendment or to consult or negotiate regarding any amendment.

**J. Economic Hardship**. In making this grant, GRANTOR has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses. , and that neighboring properties may in the future be put entirely to such prohibited uses. In addition, the unprofitability of conducting or implementing any or all of the uses permitted under the terms of this Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. It is the intent of both GRANTOR and HOLDER that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment, or amendment of this Conservation Easement.

**K. Nonwaiver**. The failure or delay of the HOLDER, for any reason whatsoever, to do any action required or contemplated hereunder, or to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute a waiver, laches, or estoppel of its rights to do so at a later time.

**L. Severability, Entire Agreement, No Forfeiture**. 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. This Conservation Easement and the Baseline Documentation set forth the entire agreement of the parties with respect to this Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to GRANTOR of any rights extinguished or conveyed hereby.

**M. Standing to Enforce**. Only HOLDER and GRANTOR may bring an action to enforce this grant, except as provided in Title 33 M.R.S.A. Section 478, 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 Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Protected Property acquired by common law, adverse possession, prescription, or other law, independently of this Conservation Easement.

**N. Accretion and Reliction.** In the event that changing water levels or water courses or geological action such as accretion or reliction leads to the emergence of new land within or changes to the boundaries of the Protected Property, it is the intention of Landowner and Holder that such new land shall be subject to the terms of this Conservation Easement to the extent that

Landowner is the owner or has management rights in such land as a result of such changing water levels or water courses or geological action.

**O. Other Laws.** This Conservation Easement does not supersede any federal, state, municipal, and other governmental laws or the need for any permits or approvals.

[signatures follow]

**IN WITNESS WHEREOF**, the Town of Pownal has caused its acknowledgement and seal to be hereto affixed and these presents to be signed by _____, _____, and _____, its Select Board in its name and on its behalf this _____day of ____, 2024.

TOWN OF POWNAL

_____
By:

[NEED 3 SIGNATURE LINES]

STATE OF MAINE
COUNTY OF CUMBERLAND, ss _____ ____, 2024

Personally appeared before me the above named _____, _____, and _____, Select Board of the TOWN OF POWNAL, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of the TOWN OF POWNAL.

_____
Notary Public/Attorney at Law
Print Name:
My commission expires/Maine Bar No.:

HOLDER ACCEPTANCE

The above foregoing Conservation Easement being duly authorized to be accepted by the Royal River Conservation Trust, HOLDER, hereby accepts this Conservation Easement by and through Alan Stearns, its Executive Director, hereunto duly authorized, this _____day of ____, 2024.

Royal River Conservation Trust

_____
By: Alan Stearns
Its: Executive Director

STATE OF MAINE
COUNTY OF CUMBERLAND, ss _____ ____, 2024

Personally appeared before me the above named Alan Stearns, Executive Director and authorized representative of the ROYAL RIVER CONSERVATION TRUST, and acknowledged the acceptance of the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the ROYAL RIVER CONSERVATION TRUST.

_____
Notary Public/Attorney at Law
Print Name:
My commission expires/Maine Bar No.:

**EXHIBIT A**
**Elmwood Town Woodlands, Pownal**

A certain lot or parcel of land on Elmwood Road in town of Pownal, Cumberland County, State of Maine and being all that same parcel depicted as parcel 9-43 on a plan titled "Boundary Retracement Survey for the Town of Pownal c/o Pownal Conservation Commission" dated Feb. 1, 2019 by Mann Associates, Inc., Job No. 1812, being further described as follows:

Beginning at a one inch diameter iron pipe found on the southerly side of said Elmwood Road at the northwesterly corner of land now or formerly of Ralph Warner and Madelyn Christopher (Book 14888 Page 253);

Thence S39°38´20"W 1046.2 feet along land now or formerly of said Warner and Christopher to a 5/8 inch diameter iron rod found;

Thence S41°14´W 438.4 feet along land now or formerly of Andrew D. Hill to a 5/8 inch diameter iron rod found with a cap labelled "1292";

Thence along land now or formerly of said Hill which is marked in part by a stonewall about S40°30´55"W 889.0 feet to a 5/8 inch diameter iron rod found with a cap labelled "1292" at a corner in said stonewall and land now or formerly of Gordon M. Snow and Gordon C. Snow;

Thence about N53°07´W 684.3 feet along said stonewall and land now or formerly of said Snow:

Thence southwesterly along land now or formerly of said Snow, land now or formerly of Holly C. Morrison and Susan C. Mack, which line is marked in part by a stonewall and is further described by the following tie lines:

S40°39´55"W 226.16 feet,
S46°16´45"W 454.8 feet,
S44°40´05"W 818.6 feet to a 5/8 inch diameter iron rod set on the bank of Royall River and land now or formerly of George W. Anderson and Janice L. Berry;

Thence in a general westerly direction along the bank of Royall River to a 5/8 inch diameter iron rod set at land now or formerly of Central Securities Corporation, which iron rod is N47°03´20"W 517.1 feet from the last mentioned iron rod set;

Thence N22°55´40"E 2130.9 feet along land now or formerly of said Central Securities Corporation to a 5/8 inch diameter iron rod found and land now or formerly of Maine Natural Gas Corporation;

Thence S55°01´10"E 264.92 feet along land now or formerly of said Maine Natural Gas Corporation to a 5/8 inch diameter iron rod found with a cap labelled "1183" and land now or formerly of Howard S. Pollock and Rebecca L. Pollock;

Thence about S56°04´15"E 670.5 feet along land now or formerly of said Pollock being marked in part by a stonewall to 5/8 inch diameter iron rod found marked with a cap labelled "1183" at a corner in said stonewall;

Thence about N40°54´55"E 1201.9 feet along said stonewall and land now or formerly of said Pollock to a 5/8 inch diameter iron rod found with a cap marked "1183" and aforesaid Elmwood Road;

Thence in a general easterly direction along said Elmwood Road, which road is further described by the following tie lines:

N88°32´20"E 554.8 feet,
S78°10´20"E 291.64 feet
S56°54´55"E 334.95 feet to the Point of Beginning herein, containing 90.6 acres.

Meaning and intending to encumber as the Protected Property all of that portion of the lands described in the following two deeds which lay on the easterly side of the Central Maine Power Company line: deed from Peter W. Bowman to the Inhabitants of the Town of Pownal dated March 7, 1968, recorded in the Cumberland County Registry of Deeds in Book 3048 Page 151, and a deed from Anneliese Andrews to the Inhabitants of the Town of Pownal dated June 7, 1968, recorded in the Cumberland County Registry of Deeds in Book 3047 Page 819.

Reference may be had to a plan entitled "Boundary Retracement Survey for Town of Pownal, c/o Pownal Conservation Commission" dated February 1, 2019, prepared by Mann Associates, Inc. and recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 54.

**EXHIBIT B**
**Elmwood Town Woodlands, Approximate Location**

Location as depicted on plan recorded at Cumberland County Registry of Deeds Plan Book 220 Page 54.

**NOTE TO REVIEWERS:** ***No additional sketch or insertion planned*.**
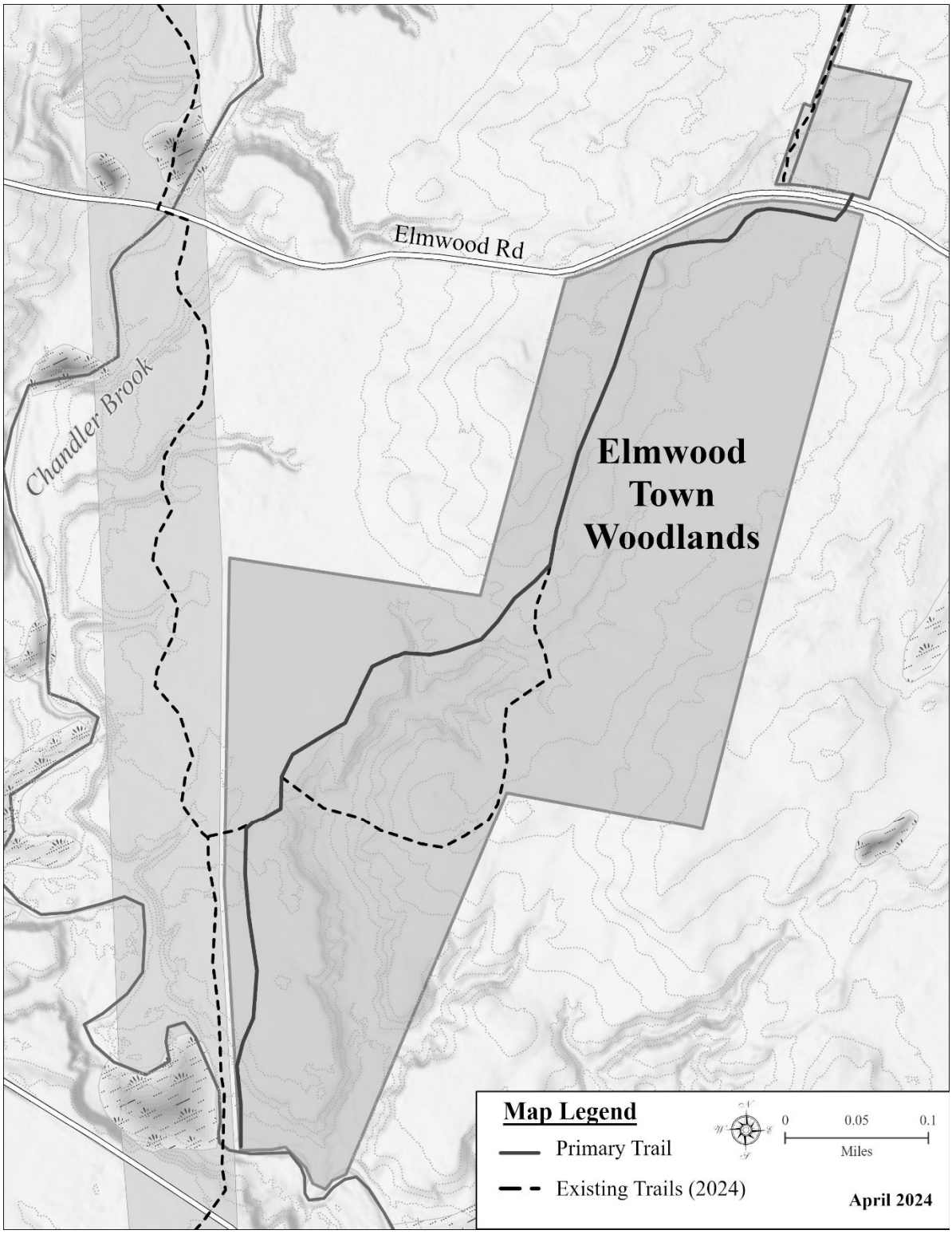
**EXHIBIT C**
**Elmwood Town Woodlands, Primary Trail Location**