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DEED OF CONSERVATION EASEMENT
on Cross Hill, Wells Road, Cape Elizabeth, Maine

KNOW ALL BY THESE PRESENTS, that CROSS HILL LLC, a Maine limited liability company with a place of business and a mailing address of c/o Stephen P. Parkhurst, 281 Veranda Street, Portland, Maine 04103 ("Grantor"), HEREBY GRANTS to CAPE ELIZABETH LAND TRUST, a Maine non-profit corporation with a place of business and mailing address of Box 265, Cape Cottage, Cape Elizabeth, Maine 04107 ("Holder"), its successors and assigns, WITH QUITCLAIM COVENANT, the following described conservation easement (the "Easement") upon approximately 102 acres of land in the Town of Cape Elizabeth, Cumberland County, Maine (the "Protected Property"), being that area within the development known as Cross Hill more particularly described in Exhibit A attached hereto and shown on the plan of land attached hereto as Exhibit B. Said Easement over the Protected Property is granted SUBJECT TO existing easements, restrictions or reserved rights of record, including without limitation those set forth on Exhibit C attached hereto. Grantor further GRANTS to THE STATE OF MAINE by and through its Department of Environmental Protection (the "Third Party"), with QUITCLAIM COVENANT, certain third party rights of enforcement of this Easement with respect to Parcels IV, VI and VII as described in Exhibit A, as more particularly set forth herein.

PURPOSE

It is the purpose of this Easement, pursuant to the State of Maine Department of Environmental Protection Order #L-19163-L2/31-A-N, issued February 14, 1997, to provide a significant public benefit by protecting and preserving in perpetuity the natural character of the Protected Property and its scenic beauty, and for passive outdoor recreation by the general public as limited herein.

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

COVENANTS AND RESTRICTIONS

1. Land Use. It is the purpose of this Easement, pursuant to the State of Maine Department of Environmental Protection Order #L-19163-L2/31-A-N, issued February 14, 1997, to preserve and protect in perpetuity the scenic and substantially unaltered natural resources of the Protected Property, subject only to changes appropriate to provide opportunities of low-impact, non-motorized outdoor recreation, nature observation and study and to preserve the health of the wetlands and wooded ecosystem. No commercial, industrial, residential, quarrying, mining or building development activities are permitted on the Protected Property, other than as specifically reserved herein or in Exhibit C attached hereto. Subject to any more restrictive local, state and federal laws and regulation, it is forbidden to dispose of or store rubbish, garbage, building debris, unregistered vehicles, abandoned equipment, parts thereof or other unsightly or

rubbish, garbage, building debris, unregistered vehicles, abandoned equipment, parts thereof or other unsightly or offensive waste material on the Protected Property, except that blowdowns and other slash 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.

2. Subdivision. Division of the Protected Property into additional parcels or lots is permitted, subject to all required governmental approvals, including, without limitation, Cape Elizabeth Planning Board subdivision approval. However, apart from the allocation of a portion of the Protected Property to the adjacent Cross Hill development as required open space pursuant to Cape Elizabeth Planning Board approval dated April 15, 1997, no portion of the Protected Property may be included as part of the gross tract area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage or land area requirements under otherwise applicable laws or regulations controlling land use and building density.

3. Structures. As of the date of this grant, there are no structures on the Protected Property except for unpaved footpaths and utility facilities over, under and upon the Central Maine Power Company and Portland Water District easements in Exhibit C attached hereto. No additional structure of any kind, temporary or permanent, may be located on the Protected Property without the prior written consent of Holder, except however, Grantor reserves the right to locate the following:

A. anywhere upon the Protected Property, minor rustic structures such as trail markers, small information and directional signs, resting or observation benches, nature observation blinds, rock or wooden steps to prevent trail erosion on steep inclines, water bars across trails, rock or wooden barriers to prevent access by motor vehicles, primitive bridges for stream or wetland trail crossings;

B. only within that portion of the Protected Property delineated as "Common Green Phase I" on Exhibit B, stone or wooden seating facilities for outdoor community gatherings, rustic picnic tables, tents or similar removable shelters erected for no more than three (3) days' duration for occasional community gatherings, or rustic low fences for preventing vehicular access or defining space within a comprehensive landscaping scheme;

C. only within that portion of the Protected Property delineated as "Picnic Area" on Exhibit B, rustic picnic tables, fire pits, or rustic low fences for preventing vehicular access or defining space within a comprehensive landscaping scheme;

D. only within that portion of the Protected Property delineated as "Common Green Phase III" on Exhibit B, rustic stone or wooden benches or picnic tables, or rustic low fences for preventing vehicular access;

E. only within that portion of the Protected Property delineated as "Half-Court Basketball Area" on Exhibit B, an artificially surfaced court and basketball standard for daylight play.

4. Surface Alterations. As of the date of this grant, there are no surface alterations on the Protected Property except for unpaved trails and cleared and graded utility easement areas as generally depicted on Exhibit B. No additional filling, dumping, excavation, paving or other alteration may be made to the surface of the Protected Property without the prior written consent of Holder, except, however, Grantor reserves the right to make such surface alterations as reasonably required for the following purposes:

A. anywhere upon the Protected Property, to maintain existing trails and structures upon the Protected Property;

B. anywhere upon the Protected Property, to establish and maintain additional unpaved trails and construct and maintain those additional structures permitted under Paragraph 3;

C. only within that portion of the Protected Property delineated as "Common Green Phase I" on Exhibit B, to maintain pedestrian-accessibility of open space and provide unpaved community gathering space;

D. only within that portion of the Protected Property delineated as "Picnic Area" on Exhibit B, to maintain pedestrian-accessibility of open space and provide unpaved picnic space;

E. only within that portion of the Protected Property delineated as "Half-Court Basketball Area" on Exhibit B, to provide unpaved open space surrounding the surfaced court.

5. Vegetation Management. As of the date of this grant, the Protected Property is in a substantially undisturbed, predominantly forested condition with areas of mixed softwood and hardwood forest and freshwater wetlands, with the significant exception of the open former pastureland within that portion of the Protected Property delineated as "Common Green Phase I" or "Picnic Area" or "Half-Court Basketball Area" on Exhibit B. No vegetation may be cut, disturbed, altered or removed from the Protected Property without the prior written consent of Holder, except, however, Grantor reserves the right to cut, disturb, alter, plant or remove vegetation as follows:

A. anywhere upon the Protected Property, to maintain existing trails and structures upon the Protected Property;

B. anywhere upon the Protected Property, to establish and maintain additional unpaved trails and construct and maintain those additional structures permitted under Paragraph 4 or carry out those surface alterations permitted under Paragraph 5;

- C. only within that portion of the Protected Property delineated as "Common Green Phase I" or "Picnic Area" on Exhibit B, to maintain open space or to provide screening or space definition within a comprehensive landscaping scheme;
- D. only within that portion of the Protected Property delineated as "Common Green Phase III" on Exhibit B, to maintain limited open space or to provide screening or space definition in the immediate area of any permitted benches or tables, provided that the predominately forested nature of such Common Green Phase III is not altered thereby;
- E. only within that portion of the Protected Property delineated as "Half-Court Basketball Area" on Exhibit B, to maintain open space or to provide screening surrounding the surfaced court;
- F. anywhere on the Protected Property to reasonably protect the safe use of the Protected Property for low-impact, non-motorized recreational uses otherwise permitted herein, or to prevent the spread of disease or danger of fire;
- G. anywhere on the Protected Property to clear and restore forest cover and other vegetation that is damaged or destroyed by the forces of nature, such as fire or disease.

Subject to any rights reserved in Exhibit C or to other easement holders of record, the use of chemical herbicides, pesticides, fungicides, fertilizers and other agents upon the Protected Property shall be limited to those not having a demonstrably adverse effect on the wildlife, wetlands or other habitat associated with the Protected Property. Any such use of chemical herbicides, pesticides, fungicides, fertilizer and other agents shall be carried out only with the prior approval of Holder and in accordance with a plan of application consistent with all applicable law and protection of safety of the neighboring property owners and the public.

6. Prohibited Uses. In no event shall any portion of the Protected Property be used for hunting, trapping, camping, fires (other than in fire pits that Grantor may maintain upon that portion of the Protected Property delineated as "Picnic Area" on Exhibit B), harvesting of timber for commercial use, motorized vehicles, snowmobiles or other activities that interfere with the conservation values of the Protected Property or the quiet use and enjoyment of the Protected Property as otherwise permitted herein or the quiet use and enjoyment of neighboring residential properties. Motorized vehicles, including, without limitation, snowmobiles, shall be temporarily permitted upon the Protected Property in emergencies to the extent necessary to protect life, property and public safety, for the limited purpose of grooming snow on trails to the extent reasonably necessary to facilitate cross-country skiing, and with the prior written consent of Holder to carry out construction or maintenance of structures, surface alteration or vegetation management as otherwise permitted hereunder.

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7. Public Access. Grantor and Holder agree to take no action to prohibit, discourage or charge a fee for pedestrian non-motorized public access to and use of the trails and recreational facilities upon the Protected Property, provided that a reasonable charge may be made for large community gatherings or the erection of temporary shelters within that portion of the Protected Property delineated as "Common Green Phase I" on Exhibit B. Grantor has the right to make reasonable rules and regulations for the safe and orderly reasonable public use for permitted purposes and for the prohibition by posting and other means of uses prohibited by Paragraph 6 or otherwise excluded by such reasonable rules and regulations.

8. Notices. Any notice to Holder required hereunder must be made by certified mail, return receipt requested, addressed to: President, Cape Elizabeth Land Trust, Box 265, Cape Cottage, Cape Elizabeth, Maine 04107, or to such other authorized person hereafter designated in writing by Holder. Any notices to Holder or requests for Holder consent required or contemplated hereunder must include sufficient information to enable Holder to determine whether proposed plans are consistent with the terms of this Easement and the purposes hereof. Any notice to Grantor required hereunder must be made by certified mail, return receipt requested, addressed to: Cross Hill LLC, P.O. Box 2101, South Portland, Maine 04106, or to such other authorized person hereafter designated in writing by Grantor.

9. Costs and Taxes, Indemnification. Grantor is responsible to pay and discharge when due all property taxes and assessments lawfully imposed upon the Protected Property and to avoid the imposition of any liens that may adversely affect Holder's rights hereunder. Grantor acknowledges that Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain or keep up the Protected Property. Grantor will indemnify Holder from any claims for damages which arise from Grantor's breach of any lawful duty of Grantor to control, maintain or keep up the Protected Property, except for harm arising out of the negligent acts or misconduct of any indemnified party, or as may arise out of the indemnified party's workers' compensation obligations. Grantor's indemnification obligations hereunder shall apply only with respect to events arising during Grantor's ownership of the fee of the Protected Property, and upon transfer by Grantor of such fee, all indemnification obligations hereunder for any subsequent events shall no longer apply to Grantor and instead shall be assumed by the holder of such fee at the time of such subsequent event.

10. Holder's Affirmative Rights. To accomplish the purpose of this Easement the following rights are conveyed to Holder:

- A. the right to preserve and protect the conservation values of the Protected Property;
- B. the right to enter and inspect the Protected Property at any reasonable time and in any reasonable manner provided that the time and manner of such entry does not unreasonably interfere with the uses of the Protected Property permitted hereunder or the quiet enjoyment of other lands of Grantor, and to enforce by proceedings at law or in equity the covenants set forth herein, including the right to require restoration of the Protected Property to its condition prior to any breach hereof;

C. the right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use.

11. Conservation Easement Requirements under Maine Law and Federal Law. This Easement is created pursuant to the Uniform Conservation Easement Act, of Title 33 M.R.S.A. Sections 476 through 479-B, inclusive, as amended. This Easement is established exclusively for conservation purposes pursuant to the Internal Revenue Code of 1986 as amended (the "Code"), Title 26, U.S.C.A. Section 170(h)(1)-(6) and Sections 2055 and 2522, and under Treasury Regulations, Title 26 C.F.R. Section 1.170A-14 et seq., as amended. The Holder is qualified to hold conservation easements pursuant to Title 33 M.R.S.A. Section 476(2)(B), and is a Qualified Organization under Code Section 170(h)3, to wit: a publicly funded, non-profit 501(c)(3) organization operated primarily to accept lands, easements and buildings for the purpose of preserving and protecting natural, scenic, educational, recreational and open space values of real property, having a commitment to protect the conservation purposes of the donation and the resources to enforce the restrictions hereof. The Third Party is qualified to hold conservation easements pursuant to Title 33 M.R.S.A. Section 476(2)(A), and is a Qualified Organization under Code Section 170(h)3, to wit: a governmental entity with the commitment to preserve the conservation values of the Protected Property.

12. Rights of Third Party. The Third Party is granted the same inspection and enforcement rights as are granted to Holder under this Easement, provided that the Third Party shall be entitled to assume enforcement rights only with respect to Parcels IV, VI and VII, as described in Exhibit A, and only upon the failure of Holder to adequately enforce the terms hereof. If the Third Party shall determine that Holder is failing to adequately enforce this Easement, the Third Party may give notice of such failure to Holder and Grantor, and if such failure is not corrected within a reasonable time thereafter, the Third Party may exercise, in its own name and for its own account, all the rights of enforcement granted Holder under this Easement with respect to Parcels IV, VI and VII, as described in Exhibit A. The Third Party shall also have reasonable access to all records of Holder relevant to Parcels IV, VI and VII of the Protected Property.

13. Submission of Additional Protected Property. Grantor reserves the right to designate additional property to be included within the Protected Property, whether in accordance with the anticipated phased development of Cross Hill or otherwise. Any such supplemental designation shall be by instrument executed by Grantor and duly recorded in the Cumberland County Registry of Deeds with reference to this original instrument.

14. Anticipated Dedication of Protected Property; Phased Improvements. Holder acknowledges that Grantor anticipates the conveyance of the fee interest in the Protected Property and the rights of Grantor hereunder to the Town of Cape Elizabeth, subject to the obligation of Cross Hill LLC to complete construction of improvements to the Common Green Phase I, Common Green Phase III and Half-Court Basketball Area, and certain trail, bridge and miscellaneous other improvements, all pursuant to rights of Grantor reserved under this

Easement and in accordance with requirements of development approvals of Cross Hill or voluntary contributions by Cross Hill LLC to the Town of Cape Elizabeth. Subject to such approvals and other specific limitations upon Grantor's reserved rights under this Easement, Grantor reserves the right to determine the timing and scope of such dedication to the Town of Cape Elizabeth and construction of all required or voluntary improvements, whether undertaken all at once or piecemeal from time to time consistent with the anticipated phased development of Cross Hill.

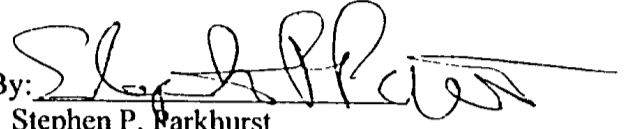
15. Miscellaneous.

- A. This Easement is governed by Maine law;
- B. If uncertainty should arise in the interpretation of this Easement, judgment should be made in favor of conserving the Protected Property in its natural, open and scenic condition.
- C. This Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. Provided, however, that the obligations of Grantor, or any successor owner of the Protected Property, shall cease upon such person or entity's transfer of all present, partial, contingent, collateral or future interest in the Protected Property, and only to the extent that the Protected Property is then in compliance herewith. Responsibility for breaches of this Easement occurring prior to such transfer will survive such transfer. Upon prior request of Grantor permitting a reasonable period for inspection, Holder will certify the compliance of the Protected Property with the terms hereof at Grantor's expense.
- D. If any provision of this Easement is found to be invalid or unenforceable in any respect, the validity and enforceability of the remainder hereof shall not be affected.
- E. The failure or delay of Holder, for any reason whatsoever, to enforce this Easement shall not constitute a waiver of rights and Grantor hereby waives any defense of laches, prescription or estoppel.
- F. In making this grant, Grantor has 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 Grantor and Holder that any such changes not be deemed to be changed conditions permitting termination of this Easement.

TO HAVE AND TO HOLD the said Easement unto the said Holder and its successors and assigns forever and such secondary enforcement rights as are set forth herein unto the said Third Party and its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor, CROSS HILL LLC has hereunto set its hand and seal this 19th day of January, 2000.

CROSS HILL LLC

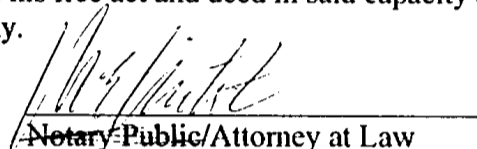
By: 

Stephen P. Parkhurst
Its Vice President
Thereunto Duly Authorized

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

Jan 19, 2000

Personally appeared before me the above-named Stephen P. Parkhurst, as Vice President of Cross Hill LLC, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said Limited Liability Company.



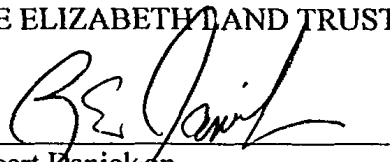
Notary Public/Attorney at Law
Print Name: Marilyn E. Distefano
Commission Expires: _____

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HOLDER'S ACCEPTANCE

The above Conservation Easement was authorized to be accepted by CAPE ELIZABETH LAND TRUST, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Robert Danielson, its President, hereunto duly authorized, this 21st day of JANUARY, 2000.

CAPE ELIZABETH LAND TRUST

By: 
Robert Danielson
Its President

THIRD PARTY ENFORCER ACCEPTANCE

The third party rights of enforcement granted under the foregoing Conservation easement, pursuant to Title 33 M.R.S.A. Section 476 et seq., were authorized to be accepted by the State of Maine Department of Environmental Protection by _____, its _____, hereunto duly authorized and the said _____ does hereby accept the foregoing Conservation Easement this ____ day of _____, 2000.

STATE OF MAINE
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Its: _____

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HOLDER'S ACCEPTANCE

The above Conservation Easement was authorized to be accepted by CAPE ELIZABETH LAND TRUST, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Robert Danielson, its President, hereunto duly authorized, this _____ day of _____, 2000.

CAPE ELIZABETH LAND TRUST

By: _____
Robert Danielson
Its President

THIRD PARTY ENFORCER ACCEPTANCE

The third party rights of enforcement granted under the foregoing Conservation easement, pursuant to Title 33 M.R.S.A. Section 476 et seq., were authorized to be accepted by the State of Maine Department of Environmental Protection by David VanWie, its Director, Land & Water Quality, hereunto duly authorized and the said Director does hereby accept the foregoing Conservation Easement this 9th day of February, 2000.

STATE OF MAINE
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: David A. VanWie
Its: Bureau Director
Land & Water Quality

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EXHIBIT A TO DEED OF CONSERVATION EASEMENT
PROTECTED PROPERTY

Certain lots or parcels of land, located at and near Wells Road and Sawyer Road in Cape Elizabeth, Cumberland County, Maine, more particularly described as follows:

Parcel I

20' WIDE OPEN SPACE OFF WELLS ROAD:

Beginning at a 5/8" rebar found (cap #509) at the northerly sideline of Wells Road and the southeasterly corner of land of Mugar;
Thence North 09°48'20" West, 229.42 feet to a point;
Thence North 32°32'02" East, 184.16 feet to the southwesterly sideline of Apple Tree Lane;
Thence southeasterly on a curve to the left with a radius of 205.00 feet, an arc length of 20.89 feet to a point;
Thence South 32°32'02" West, 170.41 feet to a point;
Thence South 09°48'20" East, 231.08 feet to the northerly sideline of Wells Road;
Thence North 74°37'13" West, 22.1 feet to the point of beginning.

Parcel II

PHASE I COMMON GREEN AREA:

Beginning at granite marker set at the northwesterly corner of the most southerly of two intersections of Cross Hill and Apple Tree Lane;
Thence North 28°48'26" West, 217.36 feet to the southeasterly corner of the most northerly of two intersections of Cross Hill and Apple Tree Lane;
Thence South 60°01'53" West, 108.88 feet to a point;
Thence South 29°20'28" East, 263.46 feet to the northerly sideline of Apple Tree Lane;
Thence North 29°09'53" East, 41.10 feet to a point;
Thence northeasterly on a curve to the right with a radius of 150 feet, an arc length of 42.31 feet to a point;
Thence North 45°19'40" East, 34.31 feet to the point of beginning.

Parcel III

OPEN SPACE OFF WELLS ROAD AT CROSS HILL:

Beginning at a 5/8" rebar set (cap #2205) on the northerly sideline of Wells Road and the southwesterly corner of land of Leighton;
Thence South 51°30'58" West, 1.18 feet to the northeasterly corner of the intersection of Wells Road and Cross Hill;
Thence North 38°27'58" West, 3.1 feet to a point;
Thence northerly on a curve to the right with a radius of 100 feet and an arc length of 44.01 feet to a point;

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Thence North 13°14'59" West, 78.70 feet to a point;
Thence northwesterly on a curve to the left with a radius of 150 feet and an arc length of 186.55 to a point;
Thence North 09°14'53" West, 152.93 feet to a point;
Thence South 64°06'34" East, 161.29 feet to a point;
Thence South 09°15'47" East, 317.16 feet to the point of beginning.

Parcel IV

OPEN SPACE BETWEEN STEEPLEBUSH ROAD, CROSS HILL AND TIGER LILY LANE:

Beginning at an iron pin set at the northeast corner of Lot 4 and Steeplebush Road;
Thence North 46°11'47" West, 539.37 feet to a point;
Thence North 40°46'04" West, 177.40 feet to a point;
Thence North 23°24'10" West, 132.15 feet to a point;
Thence North 05°41'11" West, 114.23 feet to a point;
Thence North 72°38'35" West, 115.25 feet to the northeasterly sideline of Cross Hill;
Thence North 51°48'17" West, 50.04 feet to a point;
Thence North 20°05'21" West, 149.95 feet to a point;
Thence North 35°27'47" West, 148.55 feet to a point;
Thence North 80°11'04" West, 141.60 to the easterly sideline of Cross Hill;
Thence North 17°05'51" West, 150.82 feet to a point;
Thence northerly on a curve to the left with a radius of 175 feet and an arc length of 28.89 feet to a point;
Thence North 26°33'16" West, 132.51 feet;
Thence North 19°51'54" East, 301.66 feet to a point;
Thence North 53°42'26" West, 187.43 feet to the easterly sideline of Tiger Lily Lane;
Thence North 10°19'40" East, 66.63 feet to a point;
Thence northeasterly on a curve to the right with a radius of 125 feet and an arc of 154.07 feet to a point;
Thence South 64°54'53" East, 271.68 feet to a point;
Thence North 54°04'29" East, 146.09 feet to a point;
Thence South 63°43'00" East, 278.34 feet to a point;
Thence South 51°49'55" East, 160.00 feet to a point;
Thence South 42°01'16" East, 284.63 feet to a point;
Thence North 71°25'17" East, 184.63 feet to a point;
Thence North 08°22'33" West, 117.86 feet to the southerly sideline of Tiger Lily Lane;
Thence North 35°09'55" East, 40 feet to a point;
Thence South 08°22'33" East, 128.39 feet to a point;
Thence South 63°54'30" East, 153.46 feet to a point;
Thence North 79°34'47" East, 307.89 feet to a point;
Thence North 08°43'18" West, 256.41 feet to the southerly sideline of Tiger Lily Lane;
Thence North 81°25'08" East, 100 feet to a point;
Thence South 08°43'18" East, 1038.42 feet to a point;
Thence North 80°11'04" West, 487.65 feet to a point;
Thence South 09°15'47" East, 97.94 feet to a point;
Thence North 83°49'11" West, 157.57 feet to a point;

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Thence South 06°13'10" West, 116.56 feet to the northerly sideline of Steeplebush Road;
Thence northwesterly on a curve to the left with a radius of 60 feet and an arc of 21.94 to a point;
Thence North 06°13'10" East, 107.84 feet to a point;
Thence North 83°46'50" West, 200.94 feet to a point;
Thence South 88°56'29" West, 192.25 feet to a point;
Thence South 42°28'36" East, 177.19 feet to a point;
Thence South 06°04'25" East, 196.94 feet to a point;
Thence South 74°35'25" East, 132.34 feet to a point;
Thence South 37°24'10" East, 171.63 feet to the northwesterly sideline of Steeplebush Road;
Thence South 17°53'06" West, 320.26 feet to the point of beginning.

Parcel V

PHASE IV COMMON GREEN:

Beginning at a granite monument set at the northwesterly corner of the more easterly of two intersections of Chesterwood Road and Cross Hill;
Thence South 58°17'54" West, 46.17 feet to a point;
Thence westerly on a curve to the right with a radius of 225 feet and an arc length of 170.37 feet to a point;
Thence North 78°19'00" West, 9.17 feet the northeasterly corner of the more westerly of two intersections of Chesterwood Road and Cross Hill;
Thence North 06°34'55" East, 11.56 feet to a point;
Thence northeasterly on a curve to the right with a radius of 105 feet and an arc length of 132.39 feet to a point;
Thence southeasterly on a curve to the right with a radius of 125 and an arc length of 143.48 feet to a point;
Thence South 35°24'21" East, 1.15 feet to the point of beginning.

Parcel VI

OPEN SPACE OFF SAWYER ROAD SOUTHERLY OF CROSS HILL:

Beginning at a 4" granite monument found on the easterly sideline of Sawyer Road at the northwesterly corner of Spurwink Rod and Gun Club land;
Thence on a northerly curve to the right with a radius of 1407.65 feet and an arc length of 861.38 feet to a point;
Thence North 09°28'06" East, 234.3 feet to the southeasterly corner of the intersection of Sawyer Road and Cross Hill;
Thence South 80°26'11" East, 50 feet to a point;
Thence South 09°28'06" West, 234.21 feet to a point;
Thence southerly on a curve to the left, with a radius of 1357.65 feet and an arc length of 66.06 feet to a point;
Thence South 64°18'15" East, 191.84 feet to a point;
Thence South 85°56'29" East, 369.64 feet to a point;
Thence North 64°55'47" East, 296.68 feet to a point;

Thence North 02°22'30" East, 291.69 feet to the southerly sideline of Cross Hill;
 Thence northeasterly on a curve to the left with a radius of 175 feet and an arc length of 69.22 feet to a point;
 Thence South 80°10'16" East, 217.75 feet to a point;
 Thence North 09°49'44" East, 99.72 feet to a point;
 Thence North 80°11'04" West, 199.20 feet to the easterly sideline of Cross Hill;
 Thence North 18°03'49" East, 54.63 feet to a point;
 Thence northeasterly on a curve to the right with a radius of 125 feet and an arc length of 49.04 feet to a point;
 Thence South 80°11'04" East, 488.82 feet to a point;
 Thence North 37°52'59" West, 376.52 feet to the southerly sideline of Cross Hill;
 Thence easterly on a curve to the right with a radius of 175 feet and an arc length of 154.59 feet to a point;
 Thence South 87°11'30" East, 34.99 feet to a point;
 Thence South 22°56'58" East, 401.54 feet to a point;
 Thence South 80°11'04" East, 200.60 feet to the westerly sideline of Cross Hill;
 Thence South 17°05'51" East, 112.15 feet to a point;
 Thence North 80°11'04" West, 304.37 feet to a point;
 Thence South 17°56'40" West, 70.88 feet to a point;
 Thence South 65°18'56" West, 240.16 feet to a point;
 Thence South 27°06'18" East, 197.01 feet to a point;
 Thence South 62°53'05" West, 716.82 feet to a 5/8" iron rebar found (cap #2205);
 Thence South 52°16'33" West, 743.40 feet to the point of beginning.

Parcel VII

OPEN SPACE OFF SAWYER ROAD NORTHERLY OF CROSS HILL:

Beginning at a granite monument set at the northeasterly corner of the intersection of Cross Hill and Sawyer Road;
 Thence North 09°28'06" East, 351.50 feet to a point;
 Thence South 80°11'04" East, 501.73 feet to a point;
 Thence North 09°54'07" East, 247.78 feet to a 5/8" rebar found (cap #2205);
 Thence North 07°30'10" East, 316.49 feet to a 5/8" rebar found (cap #2205);
 Thence North 78°19'06" East, 85.33 feet to a 5/8" rebar found (cap #2205);
 Thence North 11°30'25" West, 292.69 feet to a 5/8" rebar found (cap #2205);
 Thence North 79°43'25" East, 686.34 feet to a 1/2" rebar found;
 Thence North 08°35'24" West, 253.44 feet to a 1/2" rebar found;
 Thence North 84°11'32" East, 109.12 feet to a 1/2" rebar found; Thence North 85°13'00" East, 567.10 feet to a 1-1/4" pipe found; Thence North 09°41'45" West, 485.60 feet to a 5/8" rebar found (cap #1278);
 Thence North 08°09'18" West, 615.59 feet to a 5/8" rebar found (cap #1278);
 Thence North 21°19'35" East, 1055.91 feet to a 5/8" rebar set (cap #2205);
 Thence North 80°16'25" East, 108.31 feet to a 5/8" rebar found;
 Thence South 09°12'53" East, 1544.21 feet to a point;
 Thence North 80°44'30" East, 615.28 feet to a 1-3/4" pipe found;

Thence South 08°43'18" East, 1518.78 feet to the northerly sideline of Tiger Lily Lane;
 Thence South 81°25'08" West, 100 feet to a point;
 Thence North 08°43'18" West, 1317.59 feet to a point;
 Thence South 80°44'30" West, 1067.98 feet to a point;
 Thence South 09°41'45" East, 375.02 feet to a point;
 Thence South 85°13'24" West, 678.40 feet to a point;
 Thence South 08°35'59" East, 456.69 feet to a point;
 Thence South 60°10'51" East, 254.39 feet to the northerly sideline of Tiger Lily Lane;
 Thence southerly on a curve to the left with a radius of 175 feet and an arc length of 167.61 feet to a point;
 Thence South 10°19'40" West 42.47 feet to a point;
 Thence South 74°18'28" West, 208.90 feet to a point;
 Thence South 08°30'58" West, 92.06 feet to the northerly sideline of Cross Hill;
 Thence westerly on a curve to the left with a radius of 325 feet and an arc length of 17.58 feet to a point;
 Thence North 87°11'30" West, 34.99 feet to a point;
 Thence westerly on a curve to the left with a radius of 225 feet and an arc length of 16.58 feet to a point;
 Thence North 02°48'30" East 105.66 feet to a point;
 Thence North 86°02'40" West, 147.92 feet to a point;
 Thence North 19°02'05" West, 288.14 feet to a point;
 Thence North 41°47'37" West, 222.52 feet to a point;
 Thence South 79°43'25" West, 220.21 feet to a point;
 Thence South 11°30'25" East, 275.59 feet to a point;
 Thence South 31°15'10" East, 66.35 feet to the westerly sideline of Hawthorn Road;
 Thence South 45°54'13" East, 109.23 feet to a point;
 Thence southeasterly on a curve to the left with a radius of 150 feet and an arc length of 100.67 feet to a point;
 Thence South 84°21'31" East, 65.09 feet to a point;
 Thence southeasterly on a curve to the right with a radius of 105 feet and an arc length of 88.55 feet to a point;
 Thence South 36°02'13" East, 99.07 feet to the northwesterly corner of the intersection of Hawthorn Road and Cross Hill;
 Thence southwestly on a curve to the left with a radius of 225 feet and an arc length of 21.16 feet to a point;
 Thence South 42°11'41" West, 33.93 feet to a point;
 Thence North 42°44'01" West, 144.97 feet to a point;
 Thence South 78°33'02" West, 346.49 feet to a point;
 Thence South 11°58'55" West, 214.17 feet to a point;
 Thence South 80°11'04" East, 240.66 feet to the westerly sideline of Cross Hill;
 Thence southerly on a curve to the left with a radius of 175 feet and an arc length of 40.19 feet;
 Thence South 18°03'49" West, 61.88 feet to a point;
 Thence North 80°11'04" West, 513.55 feet to a point;
 Thence South 21°15'23" West, 106.93 feet to a point;
 Thence South 27°38'17" East, 123.94 feet to a point;
 Thence South 79°12'03" West, 110.19 feet to a point;

BK 15318PG080

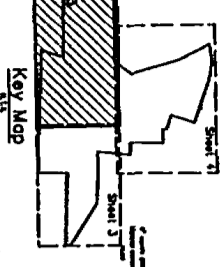
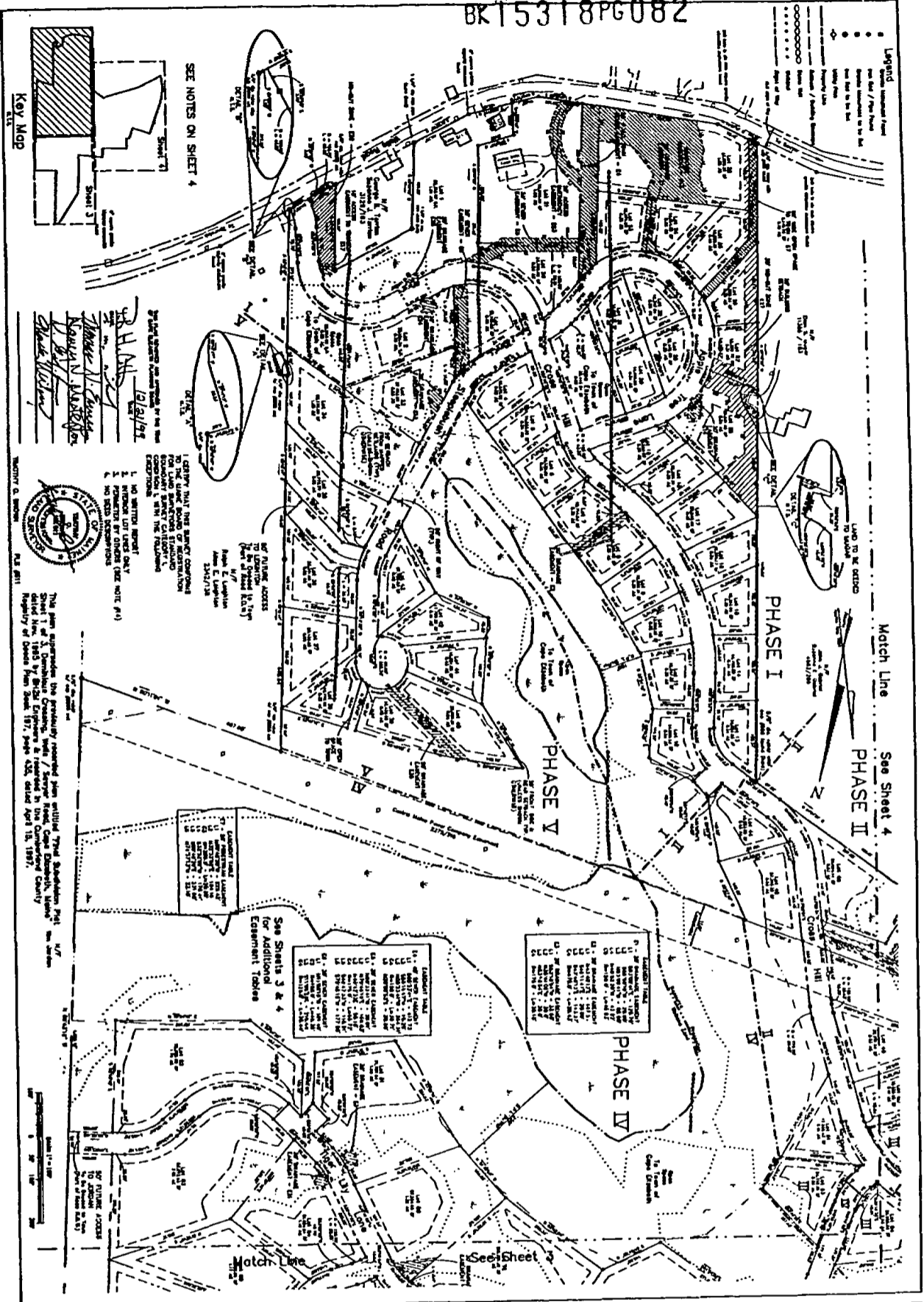
Thence South 21°15'23" West, 53.28 feet to the easterly sideline of Cross Hill;
Thence North 63°11'36" West, 53.01 feet to a point;
Thence North 04°46'46" West, 288.03 feet to a point;
Thence North 80°11'04" West, 71.24 feet to a point;
Thence South 09°28'06" West, 251.28 feet to the northerly sideline of Cross Hill;
Thence North 80°26'11" West, 50.00 feet to the point of beginning.

Reference is made to a Amended Final Subdivision Plat, Cross Hill, Wells/Sawyer Road, Cape Elizabeth, Maine for Cross Hill LLC by BH2M revised through December 21, 1999, and signed by the Cape Elizabeth Planning Board on December 21, 1999, recorded in the Cumberland County Registry of Deeds in Plan Book 199, Pages 594-596.

BK15318PG081

EXHIBIT B
PLAN OF PROTECTED PROPERTY

BK15318PG082



SEE NOTES ON SHEET 4

1. NO SETBACKS
 2. MINIMUM LOT AREA ONLY
 3. PERMITTED BY ORDINANCE (SEE NOTE #10)
 4. NO EASEMENTS



This plan, together with the preliminary plat filed with the Registrar of Deeds, is subject to the provisions of the Subdivision Map Act, Chapter 266A, Section 1B, of the Massachusetts General Laws, as amended, and to the provisions of the Subdivision Map Act, Chapter 266A, Section 1B, of the Massachusetts General Laws, as amended, and to the provisions of the Subdivision Map Act, Chapter 266A, Section 1B, of the Massachusetts General Laws, as amended.

1. LOT AREA SHALL BE THE SQUARE FOOTAGE OF THE LOT AS SHOWN ON THIS PLAN.
 2. THE TOTAL AREA OF THE PHASE SHALL BE THE SQUARE FOOTAGE OF THE PHASE AS SHOWN ON THIS PLAN.
 3. THE TOTAL AREA OF THE PHASE SHALL BE THE SQUARE FOOTAGE OF THE PHASE AS SHOWN ON THIS PLAN.

See Sheets 3 & 4 for Additional Easement Tables

PHASE I
 PHASE II
 PHASE III
 PHASE IV
 PHASE V

Match Line
 See Sheet 3

NO.	DATE	DESCRIPTION
1	12/22/00	Original Plan
2	12/22/00	Final Plan Approved
3	1/27/01	Final Plan Approved
4	3/26/01	Final Plan Approved
5	5/22/01	Final Plan Approved
6	11/27/01	Amended Final Approved
7	12/27/01	Final Plan Approved

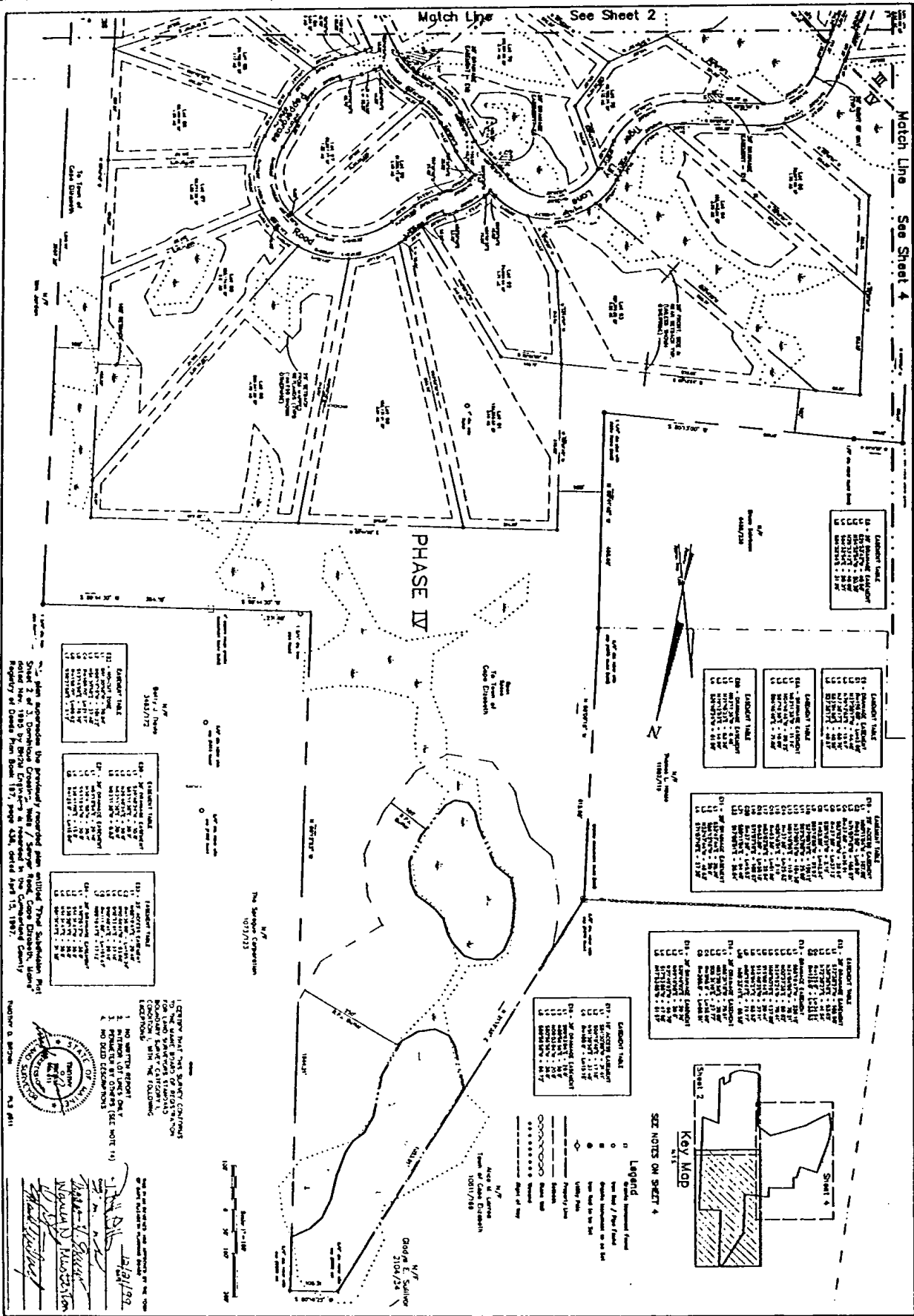
Amended Final Subdivision Plot Sheet 1 of 3 Cross Hill
 2000
 Cross Hill, L.L.C.

Cross Hill, L.L.C.
 2000
 Cross Hill, L.L.C.

RH2M
 REGISTERED PROFESSIONAL SURVEYORS - PLANNERS
 20 State Street, Canton, MA 01921, (508) 886-2771

NO.	DATE	DESCRIPTION
1	12/22/00	Original Plan
2	12/22/00	Final Plan Approved
3	1/27/01	Final Plan Approved
4	3/26/01	Final Plan Approved
5	5/22/01	Final Plan Approved
6	11/27/01	Amended Final Approved
7	12/27/01	Final Plan Approved

1:5000 Scale (1" = 100') and 1:1000 Scale (1" = 50')



1. I, the undersigned, being duly qualified, certify that I am the duly authorized representative of the undersigned and that I am the duly qualified and authorized representative of the undersigned and that I am the duly qualified and authorized representative of the undersigned.



Signature and date of the surveyor.

NO.	DATE	REVISIONS
1	1/28/24	Preparation
2	1/28/24	Final Plan Approval
3	1/28/24	Final Plan Approval
4	1/28/24	Final Plan Approval
5	1/28/24	Final Plan Approval
6	1/28/24	Final Plan Approval
7	1/28/24	Final Plan Approval

Amended Final Subdivision Plot
 Sheet 3 of 3
 Cape Elizabeth, Maine
 Cross Hill, LLC.

Cross Hill, LLC.
 100 Main Street
 Portland, ME 04101



Signature of the engineer or planner.

NO.	DATE	REVISIONS
1	1/28/24	Preparation
2	1/28/24	Final Plan Approval
3	1/28/24	Final Plan Approval
4	1/28/24	Final Plan Approval
5	1/28/24	Final Plan Approval
6	1/28/24	Final Plan Approval
7	1/28/24	Final Plan Approval

EXHIBIT C
RESERVATIONS OR ENCUMBRANCES UPON PROTECTED PROPERTY

1. Matters shown on Open Space and Trail Plan, Cross Hill, for Dominicus Crossing LLC by BH2M dated December 29, 1995, as revised through May 15, 1997 and approved by the Cape Elizabeth Planning Board on April 15, 1997.
2. Matters shown on Amended Final Subdivision Plat, (Sheets 1, 2 and 3), Cross Hill, Wells/Sawyer Road, Cape Elizabeth, Maine, for Cross Hill LLC by Berry Huff McDonald Milligan, Inc., revised through December 21, 1999, approved by the Cape Elizabeth Planning Board on December 21, 1999 and recorded in the Cumberland County Registry of Deeds in Plan Book 199, Pages 594, 595 and 596 (the "Plan").
3. Deed given by Edward K. Silva, Joseph T. Silva and Jesse Silva to Central Maine Power Company and New England Telephone and Telephone Company dated December 20, 1948 and recorded in the Cumberland County Registry of Deeds in Book 1989, Page 134.
4. Deed given by Mary B. Matthews to Central Maine Power Company dated January 31, 1956 and recorded in the Cumberland County Registry of Deeds in Book 2275, Page 316.
5. Deed given by Joseph T. Silva and Jesse Silva to Central Maine Power Company dated October 2, 1956 and recorded in the Cumberland County Registry of Deeds in Book 2318, Page 115.
6. Deed given by Annie A. Doughty and Dorothy N. Olsen and Clifton T. Doughty to Central Maine Power Company dated January 31, 1956 and recorded in the Cumberland County Registry of Deeds in Book 2326, Page 393.
7. Deed given by Edward K. Silva to Central Maine Power Company dated July 19, 1958 and recorded in the Cumberland County Registry of Deeds in Book 2420, Page 350.
8. Deed given by Jesse Silva, Joseph T. Silva and Edward K. Silva to Portland Water District dated March 9, 1967 and recorded in the Cumberland County Registry of Deeds in Book 2989, Page 340.
9. Deed given by Edward K. Silva and A. Florine Silva to Portland Water District dated March 9, 1967 and recorded in the Cumberland County Registry of Deeds in Book 2989, Page 742.
10. Deed given by Louis Bernstein and Christian D. Kragelund to Portland Water District dated July 7, 1967 and recorded in the Cumberland County Registry of Deeds in Book 3006, Page 72.
11. Deed given by Harry E. Prout and Sherwood W. Prout, Trustees under the Will of Chester C. Prout, to Central Maine Power Company dated January 1, 1957 and recorded in the Cumberland County Registry of Deeds in Book 2337, Page 154.

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12. Permanent Use Agreement between Central Maine Power Company and Dominicus Crossing LLC dated _____ and recorded in the Cumberland County Registry of Deeds in Book ____, Page ____.
13. Use Agreement between Central Maine Power Company and Cross Hill LLC dated _____ and recorded in the Cumberland County Registry of Deeds in Book ____, Page ____.
14. Mortgage from Cross Hill, LLC, to Douglas M. Schair, recorded on April 30, 1999, in the Cumberland County Registry of Deeds in Book 14719, Page 103.

S:\Schair, Dominicus\Documents\Deed of Conservation Easement.rtf

RECEIVED
RECORDED REGISTRY OF DEEDS

2000 FEB 11 PM 12: 29

CUMBERLAND COUNTY

John B O'Brien