

**CONSERVATION EASEMENT ON ROBINSON WOODS
IN CAPE ELIZABETH, CUMBERLAND COUNTY, MAINE,
TO MAINE COAST HERITAGE TRUST**

CAPE ELIZABETH LAND TRUST, INC., a non-profit corporation organized and existing under the laws of the State of Maine, with a mailing address of P.O. Box 265, CCB, Cape Elizabeth, Maine 04107, (hereinafter referred to as the "Grantor," which word shall, unless the context clearly indicates otherwise, include the above named Grantor, its successors and assigns, and any successors in interest to the Protected Property),

GRANTS as a gift to **MAINE COAST HERITAGE TRUST**, a non-profit corporation organized and existing under the laws of the State of Maine, with a mailing address of One Main Street, Bowdoin Mill, Topsham, Maine 04086 (hereinafter referred to as the "HOLDER," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns),

with **QUITCLAIM COVENANT**, in perpetuity, the following described Conservation Easement pursuant to the Maine Uniform Conservation Easement Act at 33 M.R.S.A. Section 476 et seq., and Section 170(h) of the Internal Revenue Code, on the Robinson Woods Preserve in Cape Elizabeth, Cumberland County, Maine, more particularly described in **Exhibit A** and depicted in **Exhibit B**, both attached hereto and made a part hereof (hereinafter referred to as the **PROTECTED PROPERTY**);

And **GRANTS** Rights of Enforcement of the terms of this Conservation Easement, as a gift to the **TOWN OF CAPE ELIZABETH**, a body corporate and municipal with a mailing address of 320 Ocean House Road, P.O. Box 6260, Cape Elizabeth, ME 04107 (hereinafter jointly referred to as the "Third Party," which word shall, unless the context clearly indicates otherwise, include the Third Party' successors and/or assigns),

EXCLUSIVELY FOR CONSERVATION PURPOSES, AS FOLLOWS:

PURPOSE.

This Conservation Easement is intended to protect the natural, scenic and undeveloped character of the Protected Property, and to promote the conservation of its forests, shoreland and their associated wildlife habitat values. It is also intended to balance the community need for open land available for quiet daytime non-motorized public outdoor recreation, nature observation and study, with restrictions that will ensure that the experience of the public on the Protected Property will continue to be one, increasingly rare, of relatively unstructured quiet contemplation and reverence for the natural world.

The following recitals more particularly describe the conservation values of the Protected Property and the significance of this grant:

WHEREAS, the Robinson Woods Preserve/Protected Property is a beautiful parcel of approximately eight-two (82) acres, primarily forested with small open areas, and a cobble beach at

Pond Cove, and which in its existing undeveloped state, creates a rural village oasis in an area experiencing rapid growth of residential subdivision and development sprawl; and

WHEREAS, the Protected Property includes a network of foot trails that have traditionally been used by the public for low-impact passive outdoor recreation, nature observation and quiet contemplation, such as walking, cross country skiing, and bird watching, as well as for access to the beach at Pond Cove, which provides highly scenic views of the western Casco Bay shoreline; and

WHEREAS, Grantor's fee acquisition of the Protected Property is being funded, in part, from monies from the Land for Maine's Future Fund in accordance with the Land for Maine's Future Act, at Title 5, Maine Revised Statutes Annotated, Chapter 353, as amended, and P.L. 1999, c. 514, Sec. A-6, and pursuant to a Project Agreement between the Land for Maine's Future Board, the State of Maine, acting by and through its Department of Conservation, and Grantor, a cooperating entity designated by the Land for Maine's Future Board, to assure permanent preservation of the Protected Property and its availability for public outdoor recreation in accordance with the foregoing statutory purposes and the express conditions and limitations set forth in said Project Agreement, to be recorded herewith in the Cumberland County Registry of Deeds; and

WHEREAS, the Grantor has agreed to be bound by said Project Agreement, included in Baseline Documentation, and Holder and Third Party acknowledge the Project Agreement as consistent with their intent to assure the preservation of the Protected Property as an undeveloped and traditional rural forest and shorefront preserve, and to preserve the opportunity for daytime low impact outdoor recreation consistent with the protection of its natural and cultural resources;

NOW THEREFORE, the Grantor and Holder have established this Conservation 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:

SECTION I: RESTRICTIONS AND RESERVED RIGHTS.

1. GENERAL RESTRICTIONS: The Protected Property remains in a substantially undisturbed and natural condition as documented in Baseline Data, certified by the parties as accurate as of the date of this grant. The Protected Property shall be maintained by Grantor, its successors and assigns, for the benefit of the general public as a traditional rural forest and shoreland preserve, without subdivision, and without use or building development for commercial, industrial, or residential purposes. Without limiting the generality of the foregoing, the Protected Property is subject to the following specific prohibitions:

A. Residential, commercial, industrial, quarrying or mining activities are prohibited on the Protected Property, except as specifically permitted herein. The incidental sale of interpretive literature or imposition of an entry fee, and use of the Protected Property for charitable fundraising, educational activities, community events, and tours, or the incidental sale of materials removed in the course of Grantor's permitted land management activities under Sections 3 and 4, shall not be deemed commercial uses.

B. The division, subdivision, partition or other establishment of separate lots on the Protected Property is prohibited, except for bona-fide boundary dispute agreements, and provided that any portion of the Protected Property may be conveyed to a non-profit entity or division of government that meets the requirements for an assignee of this Easement, as set forth in the "Holder's Affirmative Rights" hereinbelow, to be retained for conservation ownership subject to the terms of this Conservation Easement.

C. The disposal or burial of waste materials of any nature is strictly prohibited on the Protected Property; provided that vegetative debris from permitted activities may be left on the Protected Property; and other waste generated by permitted activities may be temporarily stored in appropriate containment for removal at reasonable intervals.

2. **STRUCTURES:** As of the date of this Grant there are no structures on the Protected Property except for boundary markers, stone walls, footpath improvements, and except for public road and utility improvements within the public road right of way at Shore Road in Cape Elizabeth. No additional structures, temporary or permanent, are permitted on the Protected Property without the prior written consent of Holder, except however, the Grantor reserves for itself, its successors and assigns, the following rights:

A. Grantor reserves the right to locate minor structures to enhance the opportunity for low-impact outdoor recreation, nature observation and study, such as hiking, bird watching, cross-country skiing, picnicking, outdoor education and scientific study, including but not limited to such structures as small unlighted informational and interpretive signs including commemorative plaques and monuments, seats, benches, picnic tables, fireplaces, platforms, rustic campsites, and trail improvements such as handicapped access trails, boardwalks, markers, steps, foot bridges, wetland crossings, water bars, and railings; wildlife habitat structures such as hacking boxes, observation platforms and blinds; barriers, low fences and rock walls to protect fragile areas, important natural resources, ongoing environmental or archeological research, and to block or discourage access by motorized vehicles; and minor structures necessary for public safety and erosion control.

B. Grantor reserves the right to install and maintain, only at or near the parking areas and roadway access permitted in Paragraph 3.B. of this Section, any necessary or appropriate parking and access structures and facilities for public use of the Protected Property as a nature preserve, such as but not limited to fencing, parking barriers, gates, unlighted signs, registration boxes, informational kiosks, lights, dog sanitation devices, and any structures necessary for safety, erosion control and protection of fragile resources.

3. **SURFACE ALTERATIONS:** As of the date of this grant, there are no surface alterations on the Protected Property except for a network of unpaved trails, and surface alterations associated with existing structures. No additional filling, dumping, excavation or

other man-made alteration or disturbance to the surface of the Protected Property are permitted without the prior written consent of Holder; except that the Grantor reserves, for itself, its successors and assigns, the following rights:

A. Grantor reserves the right to maintain existing surface alterations and to alter the surface to the extent necessary to install the structures permitted in Paragraph 2 of this Section, and to undertake the vegetation management permitted in Paragraph 4 of this Section.

B. Grantor reserves the right to establish, maintain and improve not more than two (2) parking lots of a size and in a location consistent with the conservation objectives of this easement, as well as road access from the public roadway to the parking area.

C. Grantor reserves the right to reroute existing trails and to establish and maintain additional unpaved trails to enhance the opportunity for low-impact outdoor recreation, nature observation and study on the Protected Property.

D. Grantor reserves the right to undertake or permit alteration of the surface for ecological, scientific, or archeological education, research or investigation, conducted under then current professional standards and without substantial alteration to important natural resources.

E. All of the foregoing permitted surface alteration activities must be conducted and completed in a manner to minimize soil erosion, to prevent damage to fragile plant communities, wetlands and wildlife habitat, to protect and preserve important natural resources.

4. VEGETATION MANAGEMENT: The Protected Property is substantially forested, with small clearings, ledge outcroppings, and scrub brush vegetation near the shore and roadside. No vegetation may be cut, disturbed, altered or removed from the Protected Property without the prior written consent of Holder, except that Grantor reserves, for itself and its successors and assigns, the following rights:

A. Grantor reserves the right to alter or remove vegetation only as necessary to install, establish and maintain the structures and permitted under Paragraphs 2 and the surface alterations permitted under Paragraph 3 of this Section.

B. Grantor reserves the right to mow, brushhog, cut, prune, alter, remove and otherwise manage vegetation on the Protected Property to reduce safety hazards for the uses permitted hereunder; to enhance the substantially natural and scenic character of the Protected Property, including the establishment and maintenance of views from trails and picnic areas; to improve wildlife habitat; to combat active fire and prevent fire, disease or non-native intrusive species; and to create and maintain small open areas for picnic areas and vistas.

C. All of the foregoing vegetation management must be conducted and completed in a manner to minimize soil erosion, to prevent damage to fragile plant communities, wetlands and wildlife habitat, and to protect and preserve important natural resources.

5. **PUBLIC ACCESS:** Grantor agrees to operate and manage the Protected Property for its multiple resource values, and as a nature preserve available for daytime non-motorized low-impact outdoor recreational use by the general public. Grantor reserves the right to use the Protected Property for supervised group use, educational programs, and ecological and archeological study, subject to rules, policies and regulations, that may be established by Grantor from time to time, to protect the conservation values of the Protected Property and to balance protection of its natural resources with low-impact outdoor recreational use by the general public. This includes the right of Grantor to curtail or limit public use to the extent necessary for safety, erosion control, control of excessive or inappropriate public uses, and protection and preservation of important natural resources or ongoing studies that may require protection. Holder acknowledges that, in exercising the foregoing right to control the public's use, the Project Agreement between Grantor and the State of Maine provides that Grantor shall not prohibit hunting, fishing, or trapping on the Protected Property, except to the extent of applicable state, local or federal laws and regulations; but Holder shall have no obligation to enforce such conditions.

Grantor, Holder and Third Party claim the rights and protections against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, et seq. as amended and successor provision thereof (The Maine Recreational Use Statute), the Maine Tort Claims Act, and under any other applicable provision of law and equity.

SECTION II: AFFIRMATIVE RIGHTS GRANTED.

1. Holder, its successors and assigns, is hereby granted (a) the right to enter the Protected Property for monitoring and enforcement purposes at reasonable times and in a reasonable manner; (b) the right to enforce the terms of this grant by actions at law or in equity, including the right to require restoration of the Protected Property to its condition prior to any violation hereof; (c) the right to assign this Conservation Easement to a qualified donee under Section 170(h)(3) of the Internal Revenue Code, and Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended, after prior written notice to and approval by Grantor; and (d) the right to a percent of the proceeds of the sale of the Protected Property, after extinguishment of this Grant by court order or involuntary conversion, in the proportion set forth in Treasury Regulations 1.170-A-14 (g)(6)(ii).

2. Holder and Third Party are granted the right to have their role in protecting the Protected Property by this Conservation Easement and other contributions acknowledged in any signage that identifies Grantor as owner of the Protected Property.

3. Third Party is granted the same notification, entry, inspection, enforcement, assignment rights as those granted to Holder hereinabove, except that Holder is primarily

responsible for stewardship and enforcement of this Conservation Easement, and is entitled to copies of all communication between the parties in furtherance of this grant. Third Party may initiate legal proceedings in furtherance of its rights and obligations hereunder only after reasonable prior notice to Grantor, Holder, asserting and documenting Holder's failure to properly enforce this grant.

SECTION III: MISCELLANEOUS PROVISIONS:

1. Holder, by acceptance of this Conservation Easement, does not undertake any liability or obligation relating to the condition of the Property, its control, maintenance or upkeep nor any responsibility for payment of taxes or any other charges attributable to the Protected Property, and Grantor agrees to relieve, release, indemnify, defend and hold Holder harmless from any claims therefor, and from any claims for injury to persons or property arising on or about the Protected Property, unless proximately caused by the negligent act or misconduct of Holder, its agents or employees in the exercise on the Protected Property of its Holder's rights hereunder, and except for Holder's workers compensation obligations.

2. This conservation easement shall be interpreted liberally under the laws of the State of Maine to carry out its conservation purposes. Any discretionary consent by Holder, permitted under this Conservation Easement for uses that are conditional or not expressly reserved by Grantor, and any legally permissible amendment hereto, may be granted only if the Holder has determined in its reasonable discretion that the proposed use furthers or is not inconsistent with the purposes of this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement, provided that Holder has no right or power to consent to any use that would result in a substantial adverse impact to important natural resources on the Protected Property, or that would limit the term or terminate this Conservation Easement, or that would impair the qualification of this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S.A. Section 476 et seq., or Section 170(h) of the Internal Revenue Code (or successor provisions).

3. Any notices or requests for approval required or contemplated hereunder shall be made by certified mail, return receipt requested, addressed to Stewardship Director, Maine Coast Heritage Trust, One Main Street, Bowdoin Mill, Topsham, Maine 04086; with a copy to Clerk, Town of Cape Elizabeth, 320 Ocean House Road, P.O. Box 6260, Cape Elizabeth, ME 04107; or to such other person or address designated in writing by Holder. Grantor's notices must include sufficient information to enable Holder to determine whether Grantor's plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof. Any notices to Grantor required or contemplated hereunder shall be made by certified mail, return receipt requested or by any commercial carrier that requires a signed receipt, addressed to Cape Elizabeth Land Trust, P.O. Box 265, CCB, Cape Elizabeth, Maine 04107, or to such other person or address designated in writing by Grantor.

IN WITNESS WHEREOF, Grantor, CAPE ELIZABETH LAND TRUST, has caused this instrument to be signed and sealed in its corporate name by Dr. Joseph Schenkel, its President, hereunto duly authorized, this 4th day of February, 2001.
as of

CAPE ELIZABETH LAND TRUST

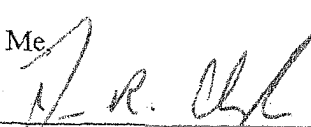

by: Dr. Joseph Schenkel
its President

STATE OF MAINE
COUNTY OF CUMBERLAND

January 28, 2001

Then personally appeared the above-named Dr. Joseph Schenkel, President and authorized representative of Cape Elizabeth Land Trust, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before Me


Notary Public / Attorney at Law

Print or Type Name Lawrence R. Clough

My Commission Expires: _____

HOLDER ACCEPTANCE.

The above and foregoing Conservation Easement was authorized to be accepted by MAINE COAST HERITAGE TRUST, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through James J. Espy, Jr., its President, hereunto duly authorized, this 4th day of February, 200~~1~~² (JJK)

MAINE COAST HERITAGE TRUST

By: James J. Espy, Jr.
its: President

STATE OF MAINE
COUNTY OF SAGadahoc, SS.

February 4, 200~~1~~² ejk

Personally appeared James J. Espy, Jr. the President and authorized representative of the above-named Holder, MAINE COAST HERITAGE TRUST, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Christine J. Kelley
Notary Public

CHRISTIE J. KELLEY
(Please type or print name of notary)
My commission expires:

SEAL

THIRD PARTY ACCEPTANCE BY TOWN OF CAPE ELIZABETH

The TOWN OF CAPE ELIZABETH, Third Party with rights of enforcement, does hereby accept its rights and obligations under this Conservation Easement by and through Michael K. McGovern, its Town Manger, hereunto duly authorized, this ^{as of} 4th day of February, 2002.

TOWN OF CAPE ELIZABETH

Michael K. McGovern
By: Michael K. McGovern
Its: Town Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

February 12, 2002

Personally appeared Michael K. McGovern, the Town Manager of the Town of Cape Elizabeth and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the Town of Cape Elizabeth.

Before me,

Barbara B. Ray
Notary Public/~~Attorney at Law~~

SEAL

Printed Name: BARBARA B. RAY
My commission expires: 8-21-02

Barbara B. Ray, Notary Public
Sta.
My Commission Expires 8/21/02

Bk 17357 pg 184

CONSERVATION EASEMENT ON ROBINSON'S WOODS PRESERVE
IN CAPE ELIZABETH, CUMBERLAND COUNTY, MAINE,
TO MAINE COAST HERITAGE TRUST

EXHIBIT A – Legal Description of the Protected Property

Page 1

The Protected Property is the real estate, together with all the privileges and appurtenances thereunto pertaining, situated in Cape Elizabeth, Cumberland County, Maine, described more particularly as follows:

Parcel I:

A certain lot or parcel of land situated on the northwesterly side of Shore Road in Cape Elizabeth, Cumberland County, Maine described as being the portion of the parcel of land acquired by Harold R. Robinson and Charles H. Robinson, Jr. from Nancy Smith Saltonstall, et al., being the first parcel described in the deed dated August 27, 1943, and recorded in the Cumberland County Registry of Deeds in Book 1753, Page 236, which lies northerly of the northerly sideline of the private way known as Belfield Road approximately 20 feet in width extending between Shore Road and Mitchell Road in said Cape Elizabeth, excepting the real estate described in the following deeds:

1. Deed from Charles H. Robinson, Jr. and Harold R. Robinson to Carl Beyer, dated September 5, 1956 and recorded in said Registry of Deeds in Book 2281, Page 427;
2. Deed from Ann Elizabeth Strout, et al., to Cranbrook Associates, dated December 18, 1979, recorded in said Registry of Deeds in Book 4543, Page 223; and
3. Deed from Timothy C. Robinson, as Guardian of Charles H. Robinson, Jr. to Margaret E. Jenness, et al., dated December 18, 1979, recorded in said Registry of Deeds in Book 4543, Page 225.

Containing 79 acres, more or less.

The above-described premises being subject to any and all existing rights of way and other easements of record, if any, in or over said premises.

TOGETHER WITH any and all existing rights of way and other easements, if any, appurtenant to the above-described premises including a right of way to pass and repass on foot and by vehicle over said private way known as Belfield Road.

Parcel II:

A certain lot or parcel of land situated northwesterly of, but not adjacent thereto, Shore Road in Cape Elizabeth, Cumberland County, Maine bounded and described as follows:

Beginning at a stone monument at the corner of a stone wall, said monument being the northeast corner of land formerly of Charles Deering and formerly of Margaret

CONSERVATION EASEMENT ON ROBINSON'S WOODS PRESERVE
IN CAPE ELIZABETH, CUMBERLAND COUNTY, MAINE,
TO MAINE COAST HERITAGE TRUST

EXHIBIT A - Legal Description of the Protected Property

Page 2

E. Jenness and Henry G. Beyer, II, and described as the third parcel in a deed recorded in the Cumberland County Registry of Deeds at Book 352, page 197;

Thence, running along a stone wall, along the northerly side of said Deering land North 83°25'23" West a distance of three hundred sixty-three and fifty hundredths (363.50) feet to a stone monument;

Thence, turning and running South 05°17'36" West a distance of three hundred fifty and no hundredths (350.00) feet to a point;

Thence, turning and running along land now or formerly of said Margaret E. Jenness and said Henry G. Beyer, II South 83°34'06" East a distance of three hundred sixty-four and no hundredths (364.00) feet to a point;

Thence, turning and running North 05°12'30" East along the westerly side of said land now or formerly of said Margaret E. Jenness and said Henry G. Beyer, II, and running along a stone wall a distance of three hundred forty-nine and nine hundredths (349.09) feet to the POINT OF BEGINNING.

Containing 2.9 acres, more or less.

TOGETHER WITH a right of way to pass and repass on foot and by vehicle over said private way known as Belfield Road.

Being a portion of the same premises devised to Margaret E. Jenness and Henry G. Beyer, II, under the will of Helen S. Beyer, deceased, late of Cape Elizabeth, Maine.

Being the parcel of land described as Parcel 2 in the deed from Margaret E. Jenness, et al. to Charles H. Robinson, Jr., et al., dated December 18, 1979, recorded in said Registry of Deeds in Book 4543, Page 227.

Parcel III:

Certain lots or parcels of land located on the southeasterly side of Shore Road on the shore of the Atlantic Ocean at the mouth of Pond Cove Brook, so-called, bounded and described as follows:

- (A) Beginning at the southeasterly corner of lot number 0 as shown on a plan of Safford Shore Property recorded in Cumberland County Registry of Deeds in Plan Book 4, Page 36, said point being at the most southerly corner of the second lot described in a deed from Henry St. John Smith to Othilie L. Lawson, dated August 22, 1934, and recorded in said Registry of Deeds in Book 1452, Page 287;

CONSERVATION EASEMENT ON ROBINSON'S WOODS PRESERVE
IN CAPE ELIZABETH, CUMBERLAND COUNTY, MAINE,
TO MAINE COAST HERITAGE TRUST

EXHIBIT A - Legal Description of the Protected Property

Page 3

Thence, by land formerly of said Lawson on a course of North 5°35' West in 1935 a distance of 317.74 feet to the northwesterly corner of lot number 0 as shown on said Safford Shore Property plan;

Thence, on a course of North 75°20' West in 1935 a distance of 22.19 feet to the easterly side of Cottage Road as relocated by the State Highway Commission in December, 1930;

Thence, southerly by the easterly side of said Cottage Road on a curve with a radius of 548.94 feet a distance of 465 feet, more or less, to the northerly side of a 40 foot Avenue as shown on said Safford Shore Property plan;

Thence, by said northerly side of said Avenue on a course of North 72°18' East in 1935 a distance of 179.57 feet to a point;

Thence, by the northerly side of said Avenue on a course of North 82°19' East in 1935 a distance of 114.61 feet to the POINT OF BEGINNING.

(B) Beginning at the southeasterly corner of lot number 0 as shown on said Safford Shore Property plan;

Thence, by land conveyed by Henry St. John Smith to Othilie L. Lawson by said above-mentioned deed, recorded in said Registry of Deeds in Book 1452, Page 287, and on a course of South 14°40' West to Low Water Mark of Atlantic Ocean;

Thence, southerly by Low Water Mark to the lot of land conveyed by William A. Barron, Jr., Trustee, to Homer Andrew Lombard by deed dated October 15, 1932, recorded in said Registry of Deeds in Book 1410, Page 67;

Thence, by land of said Lombard on a course of North 53°57' West in 1932 a distance of 262 feet, more or less, to the easterly side of said Cottage Road as relocated by the State Highway commission in December 1930;

Thence, northerly by the easterly side of said Cottage Road 145 feet, more or less, to the northerly side of the 40 foot Avenue shown on said Safford Shore Property plan;

Thence, by said northerly side of said Avenue on a course of North 72°18' East in 1935 a distance of 179.57 feet to a point;

CONSERVATION EASEMENT ON ROBINSON'S WOODS PRESERVE
 IN CAPE ELIZABETH, CUMBERLAND COUNTY, MAINE,
 TO MAINE COAST HERITAGE TRUST

EXHIBIT A - Legal Description of the Protected Property

Page 4

Thence by the northerly side of said Avenue on a course of North 82°19' East in 1935 a distance of 114.61 feet to the POINT OF BEGINNING.

The above-described premises being SUBJECT TO any and all existing rights of way and other easements, if any, in or over said premises.

TOGETHER WITH any and all existing rights of way and other easements, if any, appurtenant to the above-described premises.

Being the second and third lots of land described in the deed from Nancy Smith Saltonstall, et al., to Harold R. Robinson, et al., dated August 27, 1943, and recorded in said Registry of Deeds in Book 1753, Page 236.

EXCEPTING from Parcel III that parcel conveyed by John M. Robinson to David B. Ginn set forth in the deed dated August 21, 1997 and recorded in said Registry of Deeds in Book 13275, Page 156, more fully described as follows:

A certain lot or parcel of land situated off the westerly side of Sea Barn Road and off the easterly side of Shore Road in the Town of Cape Elizabeth, County of Cumberland and State of Maine, being bounded and described as follows:

Beginning at the northwesterly corner of land of David B. Ginn by deed recorded in the Cumberland County Registry of Deeds in Book 13093, Page 77, said corner being the northwesterly corner of Lot 20 on Plan of Pond Cove Owned by Shore Property Development Co., dated July 1939 and recorded in said Registry of Deeds in Plan Book 25, Page 51, said corner also being on the easterly line of land of John M. Robinson as recorded in "Order of Partition," being described as Parcel 13 Lot #1 and Lot #2 in Book 9369, Page 180;

Thence by the easterly line of John M. Robinson being the westerly line of the Grantee South 5°13'30" East a distance of 237.93 feet to the southwesterly corner of Lot 19 on said recorded plan;

Thence across land of John M. Robinson on the following courses:

South 84°46'30" West a distance of 20.00 feet to a point;

North 5°13'30" West a distance of 237.93 feet to a point;

North 84°46'30" East a distance of 20.00 feet to the POINT OF BEGINNING, comprising an area of 4,758 square feet.

Above courses are magnetic.

BK 357 PG 158

**CONSERVATION EASEMENT ON ROBINSON'S WOODS PRESERVE
IN CAPE ELIZABETH, CUMBERLAND COUNTY, MAINE,
TO MAINE COAST HERITAGE TRUST**

EXHIBIT A – Legal Description of the Protected Property

Page 5

This conservation easement is made subject to any matter that a standard boundary or land title survey would reveal and rights, if any, acquired by use of the property by the general public.

With respect to Parcels I, II and III above, reference is made to Parcels 11, 12 and 13 described in the Order of Partition dated October 25, 1990 and recorded in said Registry of Deeds in Book 9369, Page 180.

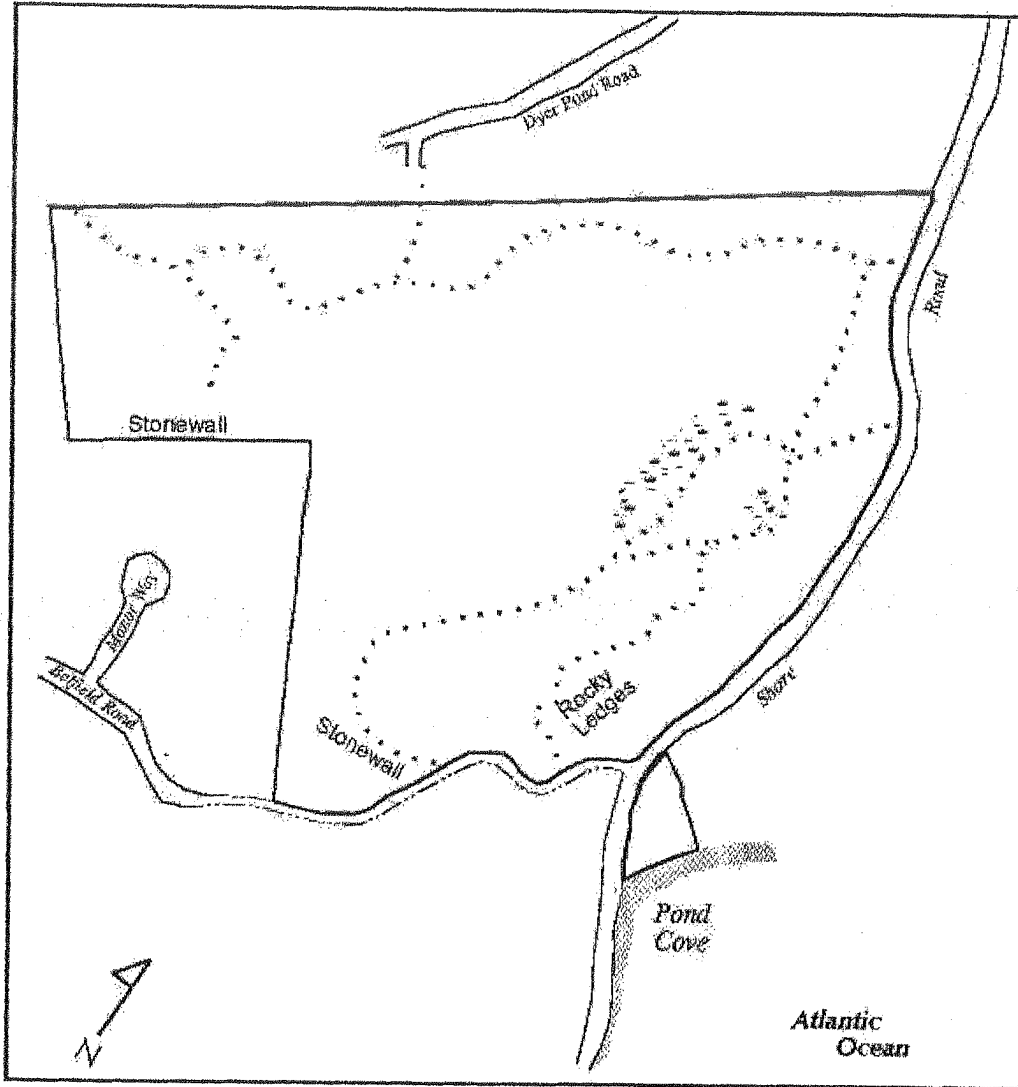
Meaning and Intending to encumber all and the same premises conveyed by John M. Robinson to Cape Elizabeth Land Trust in two deeds, each conveying a one-half undivided interest, both dated December 21, 2000, and recorded at said Registry of Deeds at Book 15919, Pages 144 and 149, respectively.

Excepting and reserving utility easements granted by John M. Robinson to the Town of Cape Elizabeth dated July 12, 2000 and recorded in the said Registry of Deeds in Bk 17258, Page 115 as to which the Cape Elizabeth Land Trust, Inc. released its interest by instrument dated January 28, 2002, and recorded in said Registry of Deeds in Book 17258, Page 119.

MCHT Easemt RobinsonWoods.ce41.doc
2/4/02 2:42 PM

Conservation Easement on Robinson Woods
Town of Cape Elizabeth, Cumberland County, Maine,
to Maine Coast Heritage Trust

EXHIBIT B



Protected Property	—————	Dirt Roads	-----	Vernal Pools	⋯⋯⋯
Paved Roads	—————	Walking Trails	⋯⋯⋯	Intertidal Zone	▨▨▨

**THIS IS NOT A PART OF THE EASEMENT
AND SHOULD NOT BE ATTACHED NOR RECORDED**

BASELINE DATA CERTIFICATION.

Document format to be provided by MCHT; baseline data to be compiled by CELT.

NOTE: *If there are any deeded rights of way, mortgages or other outstanding deeded interests in the protected property, state law requires the owners of these interests to consent to this easement or be unaffected by it. IRS tax law requires in addition the subordination of mortgages to the right of the holder to enforce the restrictions of the easement.*

This document is for the purpose of negotiation and has been prepared for review by Grantor's and Third Party' legal counsel by counsel for Holder, Maine Coast Heritage Trust. Maine Coast Heritage Trust does not provide legal representation to parties and does not provide any warranties or assurances as to the legal sufficiency of this document nor the federal income and estate tax or property tax consequences of this transaction. The parties to this transaction must rely on the advice of their own legal, accounting and appraisal advisors.

Chris Fichtel, Project Manager
Jane Arbuckle, Director of Stewardship
Karin F. Marchetti, General Counsel

Maine Coast Heritage Trust
One Main Street, Bowdoin Mill
Topsham, Maine 04086
(207) 729-7366

MCHT Easemt RobinsonWoods.cc41.doc
2/4/02 2:42 PM

RobinsonsWoods.cc4 121901

RECEIVED
RECORDED REGISTRY OF DEEDS

2002 FEB 26 AM 10:37

CUMBERLAND COUNTY

John B O'Brien