

CONSERVATION EASEMENT

THIS INDENTURE made this 22nd day of November, 1989, by and between Peter Cadigan and Deborah Cadigan of Eugene, Oregon, David Cadigan of East Sullivan, Maine, Rufus Cadigan of Rockford, Illinois, and Christine Jones and Ronald Jones of Columbia, Missouri, (hereinafter collectively referred to as "Grantor"), and the Greater Lovell Land Trust, Inc. a Maine corporation with a mailing address of Box 181, Center Lovell, Maine (hereinafter referred to as the "Holder").

WITNESSETH:

WHEREAS, the Grantor holds title to approximately fifteen (15) acres of real property, more or less, situated in Lovell, Maine, consisting of several contiguous parcels and associated rights of way described in two deeds dated December 23, 1989 [sic], and March 23, 1989, recorded at the Oxford County West District Registry of Deeds, at Book 302, Page 96 et seq. on December 30, 1988, and Book 304, Page 664 et seq., on May 31, 1989; and,

WHEREAS, the property consists of four contiguous lots as described as parcel nos. one through four inclusive on exhibit A attached hereto; and,

WHEREAS, Grantor is the owner of a fee interest in the above referenced property, hereinafter called the Protected Property; and

WHEREAS, the Protected Property remains in a substantially undisturbed natural state and provides scenic enjoyment to the general public when viewed from the public waters of Kezar Lake, and has significant scenic and ecological value; and

WHEREAS, the Protected Property consists of natural shoreland, meadows, and woodland areas that are important to the maintenance of the ecology of the area, and harbor a diversity of plant and animal life as well as a diversity of natural features and habitat, including shoreline, meadows, and spruce-fir and mixed hardwood forest; and

WHEREAS, any development of the Protected Property beyond that permitted in this Conservation Easement would have an adverse effect on the natural character of the Protected Property and on the visual aspect of the Protected Property as seen from the surrounding areas by the general public; and

WHEREAS, the Protected Property is subject to increasing residential development pressure that may be detrimental to existing scenic natural resources and to the public's opportunity to enjoy such resources; and

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OXFORD WEST DIST. REGISTRY

RECORDED IN JAN. 24/1990

Jean Watson, Reg.

WHEREAS, this Indenture is created pursuant to The Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, 1964, Sections 476 through 479-B, inclusive, as amended; and

WHEREAS, the Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, 1964, Section 476(2) [B], as amended, and is a Qualified Organization under 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; and

WHEREAS, the Grantors and Holder, recognizing the uniqueness of the Protected Property as a Maine lake shorefront and of the ecologically significant and scenic character of the Kezar Lake region in which the Protected Property is located, have the common purpose of conserving the natural values of the Protected Property and the visual aspect of the Protected Property as seen by the general public by the conveyance of a Conservation Easement on, over and across the Protected Property, which shall benefit, protect and conserve the natural values of the Protected Property, conserve the scenic and ecological values of the region, and prevent the use or development of the Protected Property for any purpose or in any manner beyond those permitted herein that would conflict with its natural, scenic, and open condition or with the scenic enjoyment of the Protected Property by the general public;

NOW THEREFORE, in consideration of the facts above recited, and the covenants herein contained, the Grantor does hereby grant with quit claim covenants to the Holder, its successors and assigns, as an absolute and unconditional gift, forever and in perpetuity a Conservation Easement in gross over the Protected Property.

1. Purpose:

It is the dominant purpose of this Easement to preserve and protect in perpetuity the natural and scenic character of the Protected Property. In doing so, it is the purpose of this Easement to foster the continuation of responsible conservation practices, and limited residential, agricultural, and recreational uses.

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2. Affirmative Rights Conveyed:

The affirmative rights conveyed by this Easement are the following:

A. The right of the Holder to identify, to preserve, and to protect in perpetuity the natural, ecological, and scenic character of the Protected Property.

B. The right of the Holder to enter upon the Protected Property at any time and in any manner that will not unreasonably interfere with the permitted uses being made of the Protected Property for the purposes of inspection and to enforce and exercise the rights herein granted.

C. The right of the Holder to prohibit any taint, corruption, or pollution of whatever character on the Protected Property arising from any use of the Protected Property not permitted hereunder.

D. The right of the Holder to enforce the covenants herein set forth by proceedings at law or in equity or as otherwise may be appropriate, including the right to enter and restore the Protected Property, at Grantor's cost, to its condition prior to any breach hereof.

3. Land Use:

The Protected Property shall be used for limited residential use and conservation purposes only, provided further that the Grantor agrees to reasonably limit the use of phosphate and nitrogen containing compounds to avoid eutrophication of the adjoining waters. No commercial, industrial, quarrying or mining activities shall be permitted on the Protected Property except for the rental of the Protected Property and structures permitted hereunder for uses herein permitted, and other specific uses herein defined. No apartment buildings, campgrounds, multi-family units, trailer parks, motels or hotels shall be constructed on the Protected Property. The Protected Property shall not be further subdivided, nor shall it become part of any subdivision scheme or plan if combined with any other property, even if the result of said scheme or plan would be to leave the Protected Property in its original state or size; nor shall the Protected Property be used as common frontage for lake access for any other lots or land; provided however that one additional residential structure may be constructed on the Protected Property, said structure to be ancillary to the existing structures and to be used primarily for additional sleeping or guest quarters. The said additional structure shall not contain separate

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plumbing, sanitary, or kitchen facilities, but may have associated paths and utility lines. Nothing herein shall be construed to prevent the Protected Property from being combined with contiguous parcels to form a larger lot so long as the result of said combination does not violate any other provision of this easement.

4. Permitted Structures

At present there is one (1) residential structure on the Protected Property, and, in addition, a dock, a well, and a utility line. No additional structures of any kind, temporary or permanent, shall be located on the Protected Property, except however, there are retained in the Grantor, the following rights: one (1) additional residential structure and associated paths and utility lines therefore may be constructed as set forth above.

A. The right to replace, rebuild, restore, rehabilitate, alter and add to any or all of the existing structures; however, any such replacement, rebuilding, or alteration shall be such as not materially to alter the natural, traditional, and scenic appearance of the Protected Property. No replacement, rebuilding or alteration shall substantially alter the location of the existing structures nor exceed their present size by more than 25% in terms of gross floor space and/or height, unless prior written approval is obtained from the Holder. Grantor, their heirs and assigns, shall give written notice to the Holder before exercising the rights retained under this Covenant 4.A.

B. The right to perform ordinary maintenance on the existing structures allowed hereunder.

C. The right to erect and maintain fences for the purposes of gardening, controlling animals, and controlling unauthorized use, provided such fences shall not materially alter the traditional, natural and scenic appearance of the Protected Property when viewed from the public roadway or from offshore.

D. The right to erect the following structures: an additional dwelling or residential structure as set forth above.

5. Surface Alterations

At present, there is a septic system, overhead and/or underground utility cables, and one unpaved roadway on the Protected Property. No

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further filling, dumping, excavation or other alteration shall be made to the surface of the Protected Property other than that caused by the forces of nature, except, however, there are retained by the Grantor, the following rights:

A. The right to cultivate for household gardens and ornamental plantings.

B. The right to excavate in connection with the establishment, maintenance, replacement and rebuilding of: (1) the existing structures; (2) water, sewerage, electric, telephone and other utility services related to the permitted use of the Protected Property; and (3) existing roads, timber roads and fire protection roads as appropriate or necessary to the protection and permitted use of the Protected Property; provided that said roads shall not be overlaid with petroleum derivative road cover (paving) unless required by governmental authority; and further provided that in the exercise of any of these retained rights, the adjacent land be thereafter restored as soon as possible to a state consistent with the scenic and conservation values to be protected by this Conservation Easement.

C. The right to develop the Protected Property's water resources for any use permitted hereunder on the Protected Property only, through the creation of wells, and the excavation of springs. This right includes the right to bring drilling and excavating equipment onto the land, to lay water lines, to install pumps, well/spring houses or covers, and to repair and maintain such water resource apparatus; provided that the disturbed surrounding area be thereafter restored as soon as possible to a state consistent with the scenic and conservation values to be protected by this Conservation Easement.

6. Specific Prohibitions

Without limiting the generality of the foregoing, billboards, trailers, mobile homes, towers, exterior mercury or sodium vapor lights, prominent antennae or apparatus for telecommunications and radar, bridges or causeways, or use of aircraft except in an emergency are specifically prohibited on the Protected Property, except however, there are retained by the Grantor, the following rights:

A. The right to post the Protected Property to control unauthorized use and hunting, and to prevent trespass.

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B. The right to erect temporary signs by the roadside to advertise the Protected Property for sale or rent.

C. The right to erect a mailbox and sign at the roadway entrance to the existing residence indicating the name of the residents and/or residence.

7. Vegetation Management

The use of herbicides, insecticides, fungicides, fertilizers and other agricultural or silvicultural agents shall be limited so as to protect other important conservation interests to be protected by this Conservation Easement. In particular, the use of compounds containing phosphates and other nutrients shall be limited to reduce eutrophication of streams and lakes.

The destruction or removal of standing timber, plants, shrubs or other vegetation shall not be permitted except as set forth herein, except however, there are retained in the Grantor, and his heirs and assigns, the following rights:

A. The right to clear and/or restore forest cover that is damaged or destroyed by the forces of nature, or as necessary to prevent the spread of disease or fire.

B. The right to gather, use or remove dead wood.

C. The right to prune or selectively thin trees to provide firewood for personal use of residents of the Protected Property.

D. The right to mow and cut shrubs, saplings, grasses and other vegetation to landscape, including the right to mow the existing pastures and meadows to maintain the open areas on the Protected Property and to preserve and reasonably expand the existing views.

E. The right of the Grantor to mow and cut vegetation so as to maintain the existing open areas and lawns.

F. The right to clear vegetation and forest cover as necessary in the establishment, construction, maintenance, replacement and rebuilding of: (1) the existing structures; (2) the water resources or services, sewerage, electric, telephone and other utility services related to the permitted use of the Protected Property; (3) existing and additional footpaths; and (4) roads,

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and fire protection roads, as necessary or appropriate to the permitted use and protection of the Protected Property; provided that in every case the adjacent land be thereafter restored, as soon as possible, to a state consistent with the scenic and conservation values to be protected by this Conservation Easement.

G. The right to plant selectively, cut and harvest timber for aesthetic purposes so as to develop and maintain a healthy stand of mature indigenous tree species and maintain the scenic quality of the Protected Property when viewed from or from offshore. Any such activities shall be conducted in accordance with a forest management plan approved in advance by the Holder. The clearing of mature forest cover shall generally be minimized, as clearing of forest cover causes increased surface run-off and concomitant increases in phosphates and other pollutants in the surrounding watershed.

8. Waste Disposal

Any construction, operation, modification, alteration, or reconstruction of any waste disposal system or method shall be conducted in a manner that will prevent discharge of any waste into fresh waters or groundwater located in, on or about the Protected Property that will at all adversely affect the purity of said water. It is expressly forbidden to dispose of or store rubbish, offal, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste material on the Protected Property, except that waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals.

9. Access

Notwithstanding the public benefit intended and conveyed hereby, nothing contained herein shall be construed as affording the public physical access to any portion of the Protected Property. Nothing in this Easement shall be construed to preclude Grantor's right to grant limited public access across the Protected Property, provided that such access is allowed in a reasonable manner that does not result in degradation of the Protected Property and/or disturbance of plant or wildlife habitat.

10. Construction

If uncertainty should arise in the interpretation of this Conservation Easement, judgment should be made in favor of conserving the Protected Property in its natural, open and scenic state. Nothing in this Conservation Easement shall be construed to permit any activity otherwise prohibited by the valid laws and regulations of any federal, state, or local government or governmental agency having competent jurisdiction over the Protected Property. Nothing in this Conservation Easement shall be construed in derogation of rights held by third parties, including parking rights as set forth on the deeds first referenced above.

11. Reserved Right of Grantors

Except as expressly limited herein, Grantor reserves all rights as owner of the Protected Property, including the right to use the Protected Property for all purposes not inconsistent with this grant.

12. Amendment

Grantor and Holder recognize that circumstances could arise which would justify modification of certain of the restrictions contained in this Conservation Easement. To this end, Grantor and Holder shall have the right to agree to amendments to this easement, without prior notice to any party, provided that in the sole and exclusive discretion of Holder such amendment furthers or is not inconsistent with the purpose of this easement to protect and preserve the scenic and natural values of the Protected Property. Such amendment shall become effective upon execution by the Grantor and the Holder, or their heirs or assigns, and upon recording at the Oxford County Registry of Deeds. Notwithstanding the foregoing, the Holder and Grantor shall have no right or power to agree to any amendments that would cause it to fail to qualify as a valid easement under Title 33 MRSA Section 476 et. seq., the Uniform Conservation Easement Act of the State of Maine, or as a qualified conservation contribution under Section 170 (h) of the Internal Revenue Code governing "Qualified Conservation Contribution," or any regulations issued pursuant thereto.

13. Baseline Data

Holder acknowledges by acceptance of this Easement that Grantor's historical and present uses of the Property are compatible with the purposes

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of this Easement. In order to establish the present condition of the Protected Property's natural and scenic resources, so as to be able properly to monitor future uses of the Protected Property and assure compliance with the terms hereof, Grantor has provided the Holder with an inventory of the Protected Property's relevant features and conditions (the "Baseline Data"), and, by execution hereof, Holder acknowledges the receipt of such Baseline Data to its satisfaction. The Baseline Data includes any exhibits attached to this Conservation Easement, aerial and other photographs, topographical maps, and lists of structures and their dimensions, insofar as the same are presently in the possession of Grantor and have been made available to Holder. The parties acknowledge and agree that in the event a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Protected Property as of the date hereof, the parties shall not be foreclosed from utilizing and all other relevant or material documents, surveys, reports and other evidence to assist in the resolution of the controversy.

14. Monitoring and Enforcement Rights of Holder

The Holder and its successors and assigns, shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Holder may make periodic inspections of the Protected Property at any time and in any manner that does not unreasonably interfere with the uses of the Protected Property permitted hereunder, provided that the Holder shall notify the Grantor prior to such inspection. Holder shall prepare and keep on file a Monitoring Report for each such inspection and make such reports available to the Grantor. Nothing herein shall be construed to require the Holder to enforce or exercise any rights granted to it except in its sole discretion.

In the event the Holder becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth and the Holder determines that enforcement is necessary or advisable, Holder shall give notice to Grantor of such event or circumstance of noncompliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of noncompliance and, at its discretion, sufficient to restore the Protected Property to its condition prior to such breach. Failure by the Grantor with reasonable speed to cause discontinuance, abatement or such other corrective action as may be demanded by Holder, shall entitle Holder, at its discretion, to enter the Protected Property to take such action reasonably

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necessary to effect such correction, to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to obtain injunctive relief, and to recover any damages arising from such non-compliance. If such court determines that Grantor has failed to comply with this Conservation Easement, Grantor shall reimburse Holder for any reasonable costs of restoration, correction and enforcement, including court costs, reasonable attorney's fees, and any other payments ordered by such court. The failure of the Holder, for any reason whatsoever, to enforce any of the terms, covenants, or restrictions of the Conservation easement shall not constitute a waiver of its right to enforce the same or any other provisions hereof.

15. Estoppel Certificates

Holder shall, at any time and at Grantor's cost, within a reasonable time after Grantor's written request, execute, acknowledge and deliver to Grantor a written certificate in a form suitable for recording stating that Grantor is in compliance with the terms and conditions of this Easement, or if Grantor is not in compliance with this Easement, stating what violations of this Easement exist. Grantor agrees to make such request only for reasonable cause.

16. Costs and Taxes

Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Protected Property. In addition, Grantor agrees to bear all costs and responsibility of operation, maintenance and upkeep of the Protected Property and does hereby release and relieve Holder, its officers, directors, agents and employees therefrom, and will defend and hold Holder, its officers, directors, agents and employees harmless against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Holder by reason of loss of life, personal injury and/or damages to property occurring in or around the Protected Property, except such acts or omissions as may arise from the gross negligence of the Holder, its officers, directors, agents and employees in the discharge of its obligations hereunder, and except for actions or claims brought against Holder by or on behalf of its agents, employees, successors or assigns.

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17. Grant in Perpetuity

The Easement herein granted and any amendment or assignment hereof shall be recorded at the Oxford County Registry of Deeds and shall be a burden upon and shall run with the land and shall be binding upon Grantor's heirs and assigns forever. A copy of the restrictions contained in this conservation easement and incorporation by reference of this deed shall be included in any subsequent deed, probate decree, or legal instrument which conveys any interest (including a leasehold) in or to the Protected Property, or, in the alternative, a suitable title reference to this instrument shall be made in any instrument which conveys any interest in or to the Protected Property. Any failure to so include the terms hereof or a reference hereto shall not operate in any way to invalidate this Easement. Grantor agrees to notify the Holder in writing within thirty (30) days of any transfer of title of the Protected Property of any part thereof or of any lease thereof exceeding one year; provided that any failure to so notify shall not operate to invalidate the transfer.

18. Subsequent Transferees

By acceptance of this Conservation Easement, the Holder covenants and agrees to accept the same as real covenants running with the land in perpetuity, and not as conditions to this Conservation Easement or as restraints on alienability, and Holder further covenants that: (1) it will hold this Conservation Easement in perpetuity for conservation purposes; (2) that it will not transfer said conservation easement, except to an entity which gives the Holder assurances that it is committed to the conservation purposes of the easement, and is able to and agrees to enforce the rights granted in this Conservation Easement; and (3) that any such transferee shall satisfy the requirements of Section 476 (2) of Title 33 of the Maine Revised Statutes Annotated of 1964, as amended (or successor provisions thereof).

19. Miscellaneous

(a) The term "Grantor," wherever used herein, and any pronouns used in place thereof, shall mean and include, unless repugnant to the context, the above-named Grantor(s) and its authorized representatives, successors, assigns and all persons hereafter claiming by, under or through said Grantor, whether or not such persons signed this Conservation Easement or had an interest in the Protected Property on the execution date of this Conservation Easement. Notwithstanding the foregoing, a person

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shall have no obligation by virtue of this Conservation Easement as to any portion of or the whole of the Protected Property for which such person has ever had an interest, if and when such person shall cease to have any present, partial, contingent, collateral or future interest in the Protected Property or said portion thereof, provided such person shall have received a Certificate of Compliance as described in Covenant 15, Estoppel Certificate, as of the date of such transfer. The term "Holder," wherever used herein, and any pronouns used in place thereof, shall mean and include, unless repugnant to the context, the above-named "Holder" and its representatives, successors and assigns.

(b) The inability to carry on any or all of the above uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds to terminate it or alter its terms.

(c) If any provisions of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstance other than those as to which it is found to be invalid, shall not be affected thereby.

(d) Should it be necessary at any time in the future, in connection with any action of the Holder, to obtain the agreement or approval of the Grantor, or his successors and assigns in connection with any matter relating to this Conservation Easement, the agreement or approval of the owner or owners who are of full age and competent, of a majority interest in the Protected Property, or of any portion thereof, shall be deemed to be the agreement or approval of all the owners of the Protected Property.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Holder and its successors and assigns forever.

AND THE GRANTOR DOES CONVEYANT with the Holder and its successors and assigns that it is lawfully seized in fee of the premises, that the premises are free of all encumbrances except those set forth herein or set forth or referenced on Grantors' deed; that they have good right to convey the same to the said Holder and its successors and assigns, forever, against the lawful claims and demands of all persons.

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IN WITNESS WHEREOF, the said

has hereunto set their hands and seals this 22 day of November, 1989.

Peter Cadigan
Peter J. Cadigan
Peter Cadigan

Deborah Cadigan
Deborah Cadigan

David Cadigan
David Cadigan

Rufus Cadigan
Rufus Cadigan

Christine Jones
Christine Jones

Ronald Jones
Ronald Jones

State of Maine

County of Kennebec, ss.

November 22, 1989

Then personally appeared the above-named David Cadigan and acknowledged the foregoing instrument to be his free act and deed, before me:

Susan Hawkes
Notary Public
Attorney at Law
Susan Hawkes

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The above and foregoing conservation easement was authorized to be accepted by the Greater Lovell Land Trust, Inc., Holder as aforesaid, and the said Holder does hereby accept the foregoing conservation easement, by and through Howard Corwin, its President, hereunto duly authorized, this 6th day of January, 1990.

The Greater Lovell Land Trust, Inc.

By: Howard Corwin
Its President

State of Maine
County of Oxford, ss.

1-6, 1990

Then personally appeared Howard A. Corwin
the authorized representative of the above-named Holder, and acknowledged the foregoing instrument to his free act and deed, and the free act and deed of the Greater Lovell Land Trust, before me:

Newton Trevens
Notary Public
Newton Trevens
My Comm. Exp. 05/30/91



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a certain lot or parcel of land situated on the easterly shore of Upper Kezar Lake in the town of Lovell, County of Oxford and State of Maine, being a portion of my present homestead and a part of that larger tract conveyed to me by Sidney H. McAllister et al. by deed dated April 24, 1922, recorded in the Oxford Western District Registry of Deeds in Book 113, Page 362. The parcel hereby conveyed is bounded and described as follows: Beginning at a point on the easterly shore of Upper Kezar Lake, which point marks the common corner of the parcel hereby conveyed and land formerly of Fred D. Kimball; thence South about $36^{\circ} 30'$ East, 775 feet, first by said land formerly of Fred D. Kimball and then by land of Fred D. Kimball to a stake driven in the ground; thence South $26^{\circ} 30'$ West, 525 feet more or less to a stake driven in the ground on the Conifer Pipe Line, so-called; thence North $14^{\circ} 30'$ West, 319 feet to a stake driven in the ground on the Conifer Pipe Line; thence North $14^{\circ} 45'$ West, 254 feet to a stake driven in the ground on the Conifer pipe line; thence North $16^{\circ} 15'$ West, 193 feet to a stake driven in the ground on the Conifer Pipe Line; thence North $36^{\circ} 30'$ West 254 feet to a stake driven in the ground near the shore of said Lake; thence continuing on in the same course to said Lake; thence northeasterly by the shore of said Lake, as it trends, 200 feet more or less to the point of beginning.

Together with a right of travel in common with ourselves, our heirs, assigns and others, over the old pump road, so-called, as now established, leading from the Conifer Lake Road, so-called, to the premises herein conveyed, said right of travel to exist during the lifetime of the within Grantees and the survivor of them or until title shall pass from them or the survivor of them, whichever event may first occur, but in any event the right of travel herein granted shall cease and expire upon the death of the survivor of said Grantees.

Saving, excepting and reserving, however, such flowage rights as may appear of record or be otherwise established.

The courses above mentioned were run in the Fall of 1949 by Waldo N. Seavey, Surveyor.

Being the same premises described in deed of Keinath S. Davey to George L. Cadigan and Jane M. Cadigan, dated May 10, 1950, recorded in Oxford County Western District Registry of Deeds at Book 154, Page 406.

PARCEL 2 situated in said town of Lovell on the easterly side of The Narrows, so-called, of Kezar Lake and lying southwesterly of that parcel heretofore conveyed by me to the within grantees by deed dated May 10, 1950 and recorded in the Oxford Western District Registry of Deeds in Book 154, Page 406, bounded and described as follows:

Beginning at a stake driven in the ground on the Conifer pipe line, so-called, and which stake marks the southerly corner of that parcel conveyed to the grantees as aforesaid and also marks the southerly corner of the parcel hereby conveyed; thence North 29° West nine hundred eighty (980) feet, more or less, to the shore of Kezar Lake and continuing in the same course to the mean low water mark of said Lake; thence northerly or northeasterly by the mean low water

mark of said Lake, as it trends, to a point where the southwesterly side line of that parcel conveyed by me to the grantees as aforesaid extended North 36° 30' West would strike the same; thence South 36° 30' East to the shore of said Lake; thence South 36° 30' East two hundred fifty-four (254) feet, more or less, to a stake on said Conifer pipe line; thence South 16° 15' East one hundred ninety-three (193) feet to a stake on said pipe line; thence South 14° 45' East two hundred fifty-four (254) feet to a stake on said pipe line; thence South 14° 30' East three hundred nineteen (319) feet to the stake begun at, said last four courses being by land of the within grantees conveyed to them by me as aforesaid.

Saving, excepting and reserving such rights of flowage as may appear of record or be otherwise established.

Also saving, excepting and reserving to Keinath S. Davey, his successors in title by inheritance or devise, but not to his assigns, the right to maintain the water system including pump, pump house, pipes and power lines as now used by him with the further right to enter upon said parcel at any and all times by foot or vehicle for the purpose of inspecting, laying, repairing and maintaining said water system and power lines.

Also conveying hereby a right of travel in common with myself, my heirs, assigns and others, over a right of way to be established by the grantors over some convenient route, from the Christian Hill Road, so-called, to the parcel herein conveyed.

Being the same premises described in deed of Keinath S. Davey to George L. Cadigan and Jane M. Cadigan, dated February 7, 1959, recorded in Oxford County Western District Registry of Deeds at Book 171, Page 552.

PARCEL 3 situated in the Town of Lovell, Oxford County, Maine, which is Lot #19 shown on a certain "Subdivision Plan of Conifer and Kezar Lake" approved by the Lovell Planning Board on August 6, 1975 and recorded in the Oxford County Western District Registry of Deeds in Plan Book 5, Page 73, containing 2.8 acres, more or less, together with the rights, benefits and interests, and subject to the covenants, reservations, easements and obligations, set forth in "Declaration of Protective Covenants, Reservations and Common Easements" made by the grantor and recorded in said Registry of Deeds in Book 219, Page 371; being a portion of the premises conveyed to the grantor by Warranty Deed of Peter S. Davey and Sally F. Davey dated December 26, 1973 and recorded in said Registry in Book 215, Page 325.

Being the same premises described in deed of Land/Vest Properties, Inc. to George L. Cadigan and Jane M. Cadigan, dated December 19, 1975, recorded in Oxford County Western District Registry of Deeds at Book 220, Page 96.

PARCEL 4 situated in the Town of Lovell, Oxford County, Maine, which are Lots #18 and #20 shown on a certain "Subdivision Plan of Conifer on Kezar Lake" approved by the Lovell Planning Board on August 6, 1975 and recorded in the Oxford County Western District Registry of Deeds in Plan Book 5, Page 73, containing 2.4 and 3.0 acres, more or less, respectively, together with the rights, benefits and interests, and subject to the covenants, reservations, easements and obligations set forth in "Declaration of Protective Covenants, Reservations and Common Easements" made by the grantor and recorded in said Registry of Deeds in Book 219, Page 371; being portions of the premises conveyed to the grantor by Warranty Deed of Peter S. Davey and Sally F. Davey dated December 26, 1973 and recorded in said Registry in Book 215, Page 325.

Being the same premises described in deed of Land/Vest Properties, Inc. to George L. Cadigan and Jane M. Cadigan, dated August 25, 1981, recorded in Oxford County Western District Registry of Deeds at Book 250, Page 382.

PARCEL 5 a right of travel in common with myself, my heirs, assigns and others from the West Lovell Road, so-called, to the present property of said Grantees over the following described camp road and route, to wit:

Over the camp road leading from said West Lovell Road to a point on said camp road where it bounds the back line of the camp lot of one Paisley, said point being approximately at the center of said Paisley back line; thence southerly or southeasterly on a course that will pass by and clear the easterly corner of the present camp lot of one Loomis, and then continuing on in about the same course to the power line leading to Grantees present property, and then following the course of said power line to Grantees land.

Being the same premises described in deed of Fred D. Kimball to George L. Cadigan and Jane M. Cadigan, dated August 1, 1951, recorded in Oxford County Western District Registry of Deeds at Book , Page .

PARCEL 6 a right of way in common with the Grantor, its successors and assigns, and others, over a right of way extending from the Christian Hill Road, so-called, in the Town of Lovell, Oxford County, Maine, over those ways shown as Conifer Road and Greenwood Drive on a certain Plan of "Conifer" on Kezar Lake dated July 1975 and recorded in said Registry of Deeds in Plan Book 5, Page 73, to those premises conveyed to the Grantees by deeds of Keinath S. Davey dated May 10, 1950 and February 7, 1959, and recorded in the Oxford County Western District Registry of Deeds, in Book 154, Page 406, and in Book 171, Page 552, respectively.

Being the same premises described in deed of Land/Vest Properties, Inc. to George L. Cadigan and Jane M. Cadigan, dated September 24, 1975, recorded in Oxford County Western District Registry of Deeds at Book 220, Page 69.

Together with a right of travel in common with others from the West Lovell Road so-called to the present property of said Grantees over the following described camp road and route to-wit over the camp road leading from said West Lovell Road to a point on said camp road where bounds the back line of the camp lot of one Paisley. Said point being approximately at the center of said Paisley back line. Thence southerly or southeasterly on a course that will pass by and clear the easterly corner of the present camp lot of one Loomis and then continuing on in about the same course to the power line leading to grantees present property and then following the course of said power line to grantees land, all as described in deed of Fred D. Kimball to George Cadigan and Jane Cadigan dated August 1, 1951.

Also, together with a right-of-way in common with others over a right of way extending from the Christian Hill Road, so-called, in the Town of Lovell, Oxford County, Maine, over those ways shown as Conifer Road and Greenwood Drive on a certain plan of "Conifer" on Kezar Lake dated July, 1975 and recorded in said Registry of Deeds in Plan Book 5, Page 73 to those premises described in deeds of Keinath S. Davey dated May 10, 1950 and February 7, 1959 and recorded in the Oxford County Western District Registry of Deeds in Book 154, Page 406 and in Book 171, Page 552 respectively.