

**CONSERVATION EASEMENT  
EAST WINDHAM CONSERVATION AREA**

The **TOWN OF WINDHAM**, a duly organized Maine municipal corporation, located and operating in Cumberland County, Maine and having an office at 8 School Road, Windham ME 04062 (hereinafter "GRANTOR," or "LANDOWNER" which words are intended to include, unless the context clearly indicates otherwise, the above-named GRANTOR, its successor and assigns, and any successors in interest to the Protected Property), DOES HEREBY GRANT as a gift to the **PRESUMPCOT REGIONAL LAND TRUST**, a Maine non-profit corporation with a mailing address of P.O. Box 33, Gorham, Maine 04038 (hereinafter "HOLDER," which word shall, unless the context clearly indicates otherwise, include HOLDER's successors and/or assigns), WITH QUITCLAIM COVENANT, in perpetuity, this conservation easement (the "Conservation Easement" or "Easement") pursuant to Title 33 M.R.S.A. Section 476 et seq., inclusive, as amended, on over and through a parcel of land of approximately 697.4 acres as described in four deeds to the Grantor from BICS, LLC and from Timothy L. Morrell, Sr. and Linda S. Morrell, of near or even date and to be recorded in the Cumberland County Registry of Deeds herewith and more particularly described in **Exhibits A-1 and A-2** and approximately as depicted on the map of the property at **Exhibit B** attached hereto and made part hereof (hereinafter referred to collectively as the "Protected Property"). The Protected Property is more specifically depicted on the series of plans entitled "Boundary Surveys, Morrell and BICS Parcels, Falmouth Road and Off Nash Road, Windham Maine" dated February 2023, prepared by Survey, Inc. and recorded in Cumberland County Registry of Deeds in Plan Book 223, Pages 282 - 290.

The Protected Property was purchased by the Grantor, in part, with funds from the State of Maine Land for Maine's Future Fund ("LMF"), established under Title 5 M.R.S.A, Chapter 353, Section 6200 et seq., as amended and augmented by P.L. 2021, c. 398, Part FFFF. GRANTOR and HOLDER agree that the Protected Property is and shall remain subject to a Project Agreement by and between Land for Maine's Future, the State of Maine, through its Department of Agriculture, Conservation and Forestry, (the Designated State Agency hereinafter the "DACF" or "DSA") and the GRANTOR and recorded in the Cumberland County Registry of Deeds (the "Project Agreement").

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

**I. PURPOSE OF THE EASEMENT.**

The purpose of this Conservation Easement is to preserve in perpetuity the unique and undeveloped character of the Protected Property and to protect the high-quality habitat of the

forest and associated ecosystems, while also providing a variety of opportunities for well-managed multi-use outdoor recreation, trail access and scenic enjoyment for the general public.

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

WHEREAS, the Protected Property consists of approximately 661 acres of wooded, undeveloped land located adjacent to Little Duck Pond in Windham, Maine; and

WHEREAS, the Protected Property contains approximately 38 acres of forested wetlands; and

WHEREAS, the Protected Property contains approximately 1,100 feet of headwater streams that support the Pleasant River, Forest Lake and Little Duck Pond; 1,545 feet of shorefront along Little Duck Pond whose outlet is McIntosh Brook which is the primary tributary of Highland Lake and is identified by the Maine Department of Inland Fisheries and Wildlife as wild brook trout habitat; and

WHEREAS, the Protected Property is located within the Highland Lake and Mill Brook watershed and protection of this watershed is of vital importance to the overall health of the Presumpscot River ecosystem, for reasons including the recently-restored migratory fish runs from the sea upstream through Mill Brook and into Highland Lake; and

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

WHEREAS, the Town of Windham adopted in February 2021 its town-wide Open Space Plan, which identifies the location of the Protected Property as a Rural Character Preservation Zone, a priority area for large-scale conservation efforts due to large blocks of unfragmented wildlife habitat and a sense of rural character and rural functions; and

WHEREAS, the Protected Property is a suitable size and location to offer well-managed multi-use outdoor recreation opportunities including, but not limited to, nature study and observation, hiking, running, mountain biking, snowshoeing, cross country skiing, snowmobiling on designated trails, riding of all-terrain vehicles (ATVs) on designated trails, fishing, hunting, and picnicking by the general public; and

WHEREAS, the Protected Property abuts properties which together provide a block of nearly 1,000 acres of contiguously conserved land in the Towns of Windham and Falmouth, providing an unfragmented forest habitat corridor of exceptional size in Greater Portland; and

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

that would conflict with its wildlife habitat values or its predominantly natural and scenic condition.

NOW, THEREFORE, the GRANTOR and HOLDER hereby establish this Conservation Easement on, over, through and across the Protected Property consisting of the foregoing recitals and purposes, and the following terms, covenants, restrictions and affirmative rights granted HOLDER, its successors and assigns, which shall run with and bind the Protected Property, in perpetuity:

## **II. LAND USE & DIVISION:**

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

In accordance with Title 5 M.R.S.A. Section 6200 et seq., as amended and augmented by P.L. 2021, c. 398, Part FFFF (the applicable Land for Maine's Future Statutes), the Protected Property shall be open for use by the general public and GRANTOR shall not, in its capacity as landowner, prohibit hunting, fishing or trapping on the Protected Property except to the extent of applicable state, local and federal laws and regulations. Nothing herein shall prevent GRANTOR in its capacity as a municipality from adopting or amending laws and regulations that pertain to hunting, fishing or trapping anywhere within the municipal boundaries.

**B. Management Plan.** The Protected Property will be managed consistent with the terms of this Easement under a Management Plan to be prepared jointly by GRANTOR and HOLDER no later than six (6) months after execution of this Easement. The Management Plan as originally drafted by GRANTOR and HOLDER, and as may be subsequently amended by GRANTOR and HOLDER at least once every five years and as may be needed from time to time, must be approved by the HOLDER to ensure that the Management Plan is and remains consistent with the terms of this Conservation Easement. No structures or other improvements may be constructed on the Protected Property until full execution of the Management Plan, including HOLDER's final approval. The Protected Property will be managed jointly by the GRANTOR and HOLDER as shall be more particularly outlined in the Management Plan to protect the natural resources, scenic, and recreational values of the Protected Property. GRANTOR will maintain a copy of the Management Plan at the Town Offices and will send a copy of the initial Management Plan to the Land for Maine's Future Board (hereinafter "LMFB") and the DSA as identified in the Project Agreement.

The Management Plan shall include a provision outlining procedures to resolve disputes arising between the parties with regards to its terms and provisions, provided that any dispute resolution or interpretation of Management Plan terms shall be consistent with the conservation purposes of this Easement.

At a minimum, the Management Plan shall include the design and location of trails upon which ATV and snowmobile riding will be permissible, and regulations designed to minimize adverse impacts of ATV and snowmobile riding upon the natural values of the property (including, without limitation, prohibitions on ATV riding during certain seasons or locations as needed to be consistent with the values of the Easement).

Proposed alteration or construction within 75 feet of the shoreline of streams and within 250 feet of Little Duck Pond, if any, (including, without limitation, bridges, abutments, erosion control, flood control, trails, benches, signs, etc.) must be included within the Management Plan prior to commencement of such activity. HOLDER's approval thereof may only be granted upon a determination by HOLDER that the proposed activity is not inconsistent with the Conservation Values of this Easement.

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

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

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

**E. Structures.** It is the intention of this Easement that the Property be used as conservation land for multi-use outdoor recreation, nature observation, and study and that uses

and improvements be limited to the extent necessary or appropriate to preserve its natural and undeveloped character.

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

1. **Minor Structures.** GRANTOR reserves the right to locate, construct, repair, maintain and replace minor structures to accommodate low impact outdoor recreation and nature observation and study. Such minor structures may include, but are not necessarily limited to the following: small unlighted informational and interpretive signs including commemorative plaques and memorials; informational kiosks and registration boxes; low barriers to discourage unauthorized access; fencing to protect natural resources or for safety purposes; support and erosion control structures necessary for permitted parking area and trails; trail and boundary markers; rustic trail improvements, including, hand rails, steps, stream or trail bridges, bog boardwalk, culverts and water bars; benches and picnic tables; toilets; small picnic shelters up to 200 square feet; temporary tents; pet sanitation boxes; and temporary structures associated with wildlife, plant, archeological, or other scientific study under professional supervision under professionally accepted standards. Notwithstanding the preamble to this section, installation of any such minor structures within 75' of the shoreline of streams and within 250' of the shoreline of Little Duck Pond requires prior HOLDER approval to minimize the negative impacts of such structures.
2. **Other Structures.** Grantor reserves the right to locate an observation tower to replace the historic fire tower up to 100' in height that once stood on Atherton Hill minimizing the footprint and meeting applicable safety codes, provided that the location and dimensions of the observation tower must be submitted to HOLDER for prior approval to minimize the negative impacts of such structure, including any surface alterations that may be associated with the observation tower.

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

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

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

2. **Excavation, filling, dredging and grading.** No excavation, filling, dredging or grading or other alteration may be made to the surface of the Protected Property except as necessary to install, maintain or replace permitted structures and trails, and except as may be

required by governmental regulatory agencies for environmental monitoring to ensure compliance with the Maine Department of Environmental Protection's Remedial Action Plan for a portion of the Property, titled "Soil Treatment Work Plan, Former Quarry, Tax Map 16, Lot 47-1, Windham, Maine" dated June 2, 2023.. Any such activity shall secure and meet all permitting requirements under local, state, and federal laws and regulations and with the Declaration of Environmental Covenants to be recorded with regards to the impacted area of the Property.

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

**4. Roads and Parking. (A) Roads.** The existing primary woods road, as documented in the Baseline Documentation Report, may be maintained and improved as an unpaved woods road suitable to provide universal A.D.A. compliant public access and emergency vehicle access from Falmouth Road to Atherton Hill, and including the existing spur leading to Little Duck Pond. Establishment of new roads upon the Protected Property is prohibited, with the exception of an access road segment as may be necessary to reach any parking areas authorized herein. Notwithstanding the foregoing, this Conservation Easement is subject to an easement in favor of Portland Water District allowing the construction of a maintenance access road from Falmouth Road to the site of a water tank to be situated near the easterly end of Lot 54 on Tax Map 16.

**(B) Parking.** GRANTOR reserves the right to install and maintain a primary parking area on the Protected Property in the immediate vicinity of Falmouth Road, the size of which will be mutually agreed upon by Grantor and Holder, which primary parking area and the access road leading to it from Falmouth Road may be paved. In addition, GRANTOR reserves the right to establish no more than two additional seasonal parking lots and associated access, to be available during the May – October. The additional parking areas may be of gravel or similar surface only, and all parking areas shall be constructed to minimize erosion, drainage, and impact on the Protected Property or nearby environmentally sensitive areas, wetlands, or water bodies. The location of all parking lots may not be located closer than 250' to the shore of Little Duck Pond. All such parking areas shall first have their design and location be mutually agreed upon by and between the GRANTOR and HOLDER. The parking areas and access roads must meet all applicable federal, state, and local permitting requirements.

**5. Recreational Trails.** Consistent with the Management Plan, GRANTOR and HOLDER may develop trails to create an interconnected network of unpaved trails within the Protected Property and connecting on to adjacent conserved lands, subject to the following restrictions:

**(a)** All trails must be designed, located, constructed and maintained to prevent erosion, to connect to trail networks on adjacent properties, and to protect the conservation values of this Easement.

**(b)** All new trails on the Protected Property shall be limited to no greater than five feet (5') wide, with the exception of trails to be established along existing primary or

secondary woods roads (as such woods roads have been identified in the Baseline Documentation Report), which trails may be up to 10' wide to provide universal access in compliance with the U.S. Forest Service Accessibility Guidebook for Outdoor Recreation and Trails.

**(c)** HOLDER and GRANTOR shall establish additional trail development standards within the Management Plan, and may refer to existing best trail development standards recommended by state or federal agencies or by private organizations dedicated to conservation or natural resource protection purposes.

**G. Archeological and Ecological Study and Tribal Ceremonial Activities.**

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

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

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

**2. Forest Management Plan.** Except as provided in Paragraph H.1. above, any harvesting of trees shall be consistent with a forest management plan developed by a professional forester with input from professional wildlife biologists and adopted by GRANTOR. The forest management plan shall include provisions for protecting soils, water quality, wetlands and high value plant and animal habitat and generally be consistent with current Best Forestry

Management Practices as defined by "Best Management Practices for Forestry: Protecting Maine's Water Quality," prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication's most current version at the time of this Conservation Easement, and as the same may be further amended, supplemented or replaced after the date of this Conservation Easement. GRANTOR shall provide HOLDER with a copy of any forest management plan for HOLDER's review and comment. All forestry activities shall be in compliance with applicable federal, state and local laws and regulations. GRANTOR shall give notice to HOLDER sixty (60) days prior to any proposed harvesting activities in accordance with the forest management plan and provide HOLDER with sufficient information concerning the nature, extent and timing of the proposed activity. Harvesting proceeds from any and all forestry activities are property of the GRANTOR.

**I. Water Protection, Pollution Control, and Waste Disposal.** No dumping, storage or burial of refuse or waste materials is permitted on the Protected Property. No vehicles may be stored on the Protected Property except that temporary storage of vehicles as may be required for permitted maintenance, construction, conservation or forest management activities shall be permitted. The direct discharge of treated or untreated sewage into the surface waters on or about the Protected Property is prohibited. The use, discharge or runoff of chemical herbicides, pesticides, fungicides, fertilizers or other toxic agent would be discouraged unless a particular need arises and shall be controlled as required by state or federal law to prevent adverse impacts on wildlife, waters, and other important conservation values protected by this Conservation Easement. Trash receptacles may be installed by GRANTOR as necessary and shall be regularly maintained.

**J. Public Use and Access.** GRANTOR agrees to permit, and will refrain from prohibiting or discouraging, use of the Protected Property by the general public for outdoor recreational uses, such as: nature observation and study, hiking, running, biking, snowshoeing, cross-country skiing, hunting, fishing, and trapping. Snowmobiling and ATV riding shall be allowed on designated trails. Subject to the terms of the Management Plan established in accordance with Section II.B., GRANTOR has the right to prohibit or make reasonable rules and regulations for any of the following uses for public recreation: night use; camping; loud activities; open fires; use of motor vehicles except as provided in this Conservation Easement; access by domesticated animals or pets; any use that may interfere with or be harmful to members of the public using the Protected Property. GRANTOR also has the right to temporarily restrict public access on limited areas of the Protected Property to protect fragile areas under study, or for safety purposes during active timber harvesting or other permitted management activities that may pose a hazard to recreational users, or to provide privacy during tribal ceremonies permitted under Section II, Paragraph G; such right of GRANTOR may be exercised subject to the terms of the Management Plan and only following 30 days' prior notice to HOLDER and an opportunity to comment, except in an emergency in which notice to Holder shall be as soon thereafter as possible. Notwithstanding anything set out in the Management Plan, HOLDER and GRANTOR may agree in writing to restrict access and use of the Protected Property by the general public for other purposes, but only to the extent and for the duration necessary to assure safety, to permit necessary maintenance, or to preserve important scenic, ecological, or other conservation values of the Protected Property.

GRANTOR and HOLDER agree that any fees or charges imposed by either party for public access shall be reasonable and comparable to those charged in Maine for similar facilities. Fees may not be charged by either party unless agreed to within the approved Management Plan and any such fees must be approved in advance and in writing by the DSA as stated in the Project Agreement.

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

### **III. HOLDER'S AFFIRMATIVE RIGHTS**

**A. Entry and Inspection.** HOLDER is granted the right to enter the Protected Property at any time for the purposes of inspection, monitoring, and enforcement to undertake ecological or other studies of the Protected Property, and to exercise any other affirmative right hereunder. An annual written inspection report shall be filed by HOLDER with GRANTOR within 60 days from the end of each calendar year.

**B. Enforcement.** HOLDER shall have the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it might be entitled for violation of the terms of this Easement and to require restoration of the Protected Property to the condition that existed prior to such injury, provided however that naturally occurring changes and "acts of God," defined by 42 U.S.C. §9601(1) shall not give rise to any right in HOLDER to require restoration. Prior to initiation of an enforcement action, HOLDER shall provide GRANTOR with prior written notice and a thirty (30) day opportunity to cure any breach; except that where such breach cannot be reasonably cured within such thirty (30) day period, HOLDER may determine a reasonable timeframe greater than thirty (30) days in which to cure such breach and except where emergency circumstances require more immediate enforcement action HOLDER may determine a reasonable timeframe less than thirty (30) days in which to cure such breach. For purposes of this provision, emergency circumstances shall mean circumstances in which there is a substantial likelihood that violation of this Easement by GRANTOR will threaten the public safety or conservation of the Protected Property and in which the immediate cure of such violation is required to protect the public safety and conservation of the Protected Property. In any event, the timeframe established for GRANTOR's obligation to cure any breach under emergency circumstances shall be subject to GRANTOR's ability to perform the actions necessary to cure such breach through its then existing personnel, equipment and resources and, alternatively, its ability to secure or engage the personnel, equipment and resources of a third party to do the same.

In any action brought by a party against another party to enforce or defend this Conservation Easement, or any others for whose actions on the Protected Property the party is responsible, the non-prevailing party shall reimburse the prevailing party for any reasonable costs of enforcement or defense, including court costs, mediation and if applicable, arbitration costs,

reasonable attorney fees and any other payments ordered by such court or arbitrator. Notwithstanding the foregoing, prior to the commencement of litigation by either party, the parties agree to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences if the following conditions are met: i) the parties agree not to proceed with the disputed use or activity pending resolution of the dispute, and ii) no injury to the Protected Property has occurred or will occur while the parties are engaged in mediation. Each party shall be responsible for one-half of the neutral mediator's fees, and their own attorney fees.

Neither party shall be responsible to the other party for injury to or change in the Protected Property resulting from natural causes, acts of God or environmental catastrophe beyond the parties' control, such as fire, flood, storm and earth movement or from prudent action taken by the party under emergency conditions to prevent, abate or mitigate significant injury to Protected Property resulting from such causes.

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

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

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

**D. Trails.** HOLDER has the right to build, maintain and manage the trail network on the Protected Property in accordance with the provisions of this Conservation Easement and Management Plan.

**E. Boundaries.** It is GRANTOR's obligation to keep the iron pins and boundary markers currently set on the Protected Property, and as depicted in the Baseline Documentation Report, in a manner that they can be located by HOLDER. In the event such iron pins are not clearly marked within a reasonable amount of time after notice by HOLDER, HOLDER shall have the right to engage a professional surveyor to locate or reset the iron pins. The costs associated with the survey work necessary to locate or reset such pins shall be paid by the GRANTOR only if and to

the extent necessary to determine if a breach of this Conservation Easement has occurred on the Protected Property.

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

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

#### **IV. GENERAL TERMS AND STANDARD PROVISIONS**

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

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

To GRANTOR: Town of Windham, ATTN: Town Manager  
8 School Road  
Windham ME 04062  
batibbetts@windhammaine.us

To HOLDER: Presumpscot Regional Land Trust, ATTN: Executive Director  
P.O. Box 33  
Gorham ME 04038  
info@prlt.org

**(ii)** When GRANTOR is required to provide notice to HOLDER pursuant to this Easement, such notice as described hereinabove shall be given in writing at least thirty (30) days

prior to the event giving rise to the need to give notice except as otherwise specifically provided herein.

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

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

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

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

**E. Extinguishment.**

**(i)** The parties agree that the grant of this Conservation Easement creates a property right that vests immediately in HOLDER. The parties further agree that this property right as of the date of its creation has a fair market value that is equal to the percentage by which the fair market value of the unrestricted Protected Property as a whole as valued in accordance with IRS Regulations at 1.170-A 14(h)(3)(ii), is reduced by the terms and conditions imposed by this Conservation Easement, as of the date of the execution of this Conservation Easement (hereinafter the "Original Percentage Reduction").

**(ii)** This Conservation Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the conservation purposes of

this Conservation Easement are impossible to accomplish, and if both GRANTOR and HOLDER (and any third party who has a bona fide right of enforcement, if any) agree. Should this Conservation Easement be terminated or extinguished as provided in this Paragraph, in whole or in part, HOLDER shall be entitled to be paid no less than a portion of any proceeds of sale, exchange or lease computed as to the greater of: (i) the Original Percentage Reduction; or (ii) the increase in value of the GRANTOR's estate resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by GRANTOR and HOLDER. HOLDER shall use its share of the proceeds or other moneys received under this Paragraph in a manner consistent, as nearly as possible, with the stated, publicly beneficial purposes of this Conservation Easement. GRANTOR agrees and authorizes HOLDER to record a notice of a lien on the Protected Property which lien will be effective as of the date of such extinguishment, to secure its rights under this Paragraph.

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

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

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

**I. Amendment.** GRANTOR and HOLDER recognize that rare and extraordinary circumstances could arise that warrant modification of certain of the provisions of this Conservation Easement. To this end, subject to more restrictive laws and regulations, if any, GRANTOR and HOLDER have the right to agree to amendments to this Conservation Easement with prior notice to the DSA, provided that in the reasonable judgment of HOLDER, such amendment enhances or does not materially detract from the conservation values intended to be protected by this Conservation Easement, in accordance with Maine law, and provided that any amendment is consistent with the terms and conditions of the Project Agreement, if any, as

determined by the DSA as applicable. Amendments shall become effective upon the recording at the Cumberland County Registry of Deeds. Nothing in this Paragraph shall require the GRANTOR or the HOLDER to agree to any amendment or to consult or negotiate regarding any amendment.

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

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

**L. Severability, Entire Agreement, No Forfeiture.** If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance shall remain valid. This Conservation Easement and the Baseline Documentation set forth the entire agreement of the parties with respect to this Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to GRANTOR of any rights extinguished or conveyed hereby.

**M. Standing to Enforce.** Only HOLDER and GRANTOR may bring an action to enforce this grant, except as provided in Title 33 M.R.S.A. Section 478, and nothing herein should be construed to grant any other individual or entity standing to bring an action hereunder, unless otherwise provided by law; nor to grant any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Protected Property acquired by common law, adverse possession, prescription, or other law, independently of this Conservation Easement.

IN WITNESS WHEREOF, the Town of Windham has caused its acknowledgement and seal to be hereto affixed and these presents to be signed by Barry Tibbetts, its Town Manager in its name and on its behalf this 21 day of September, 2023.

TOWN OF WINDHAM

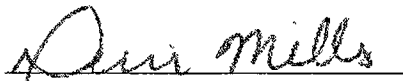


By: Barry Tibbetts  
Its: Town Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

September 21, 2023

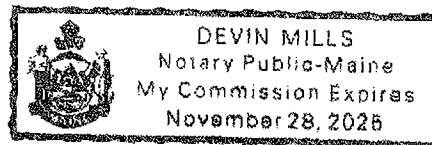
Personally appeared before me the above named, Barry Tibbetts, Town Manager of the TOWN OF WINDHAM, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of the TOWN OF WINDHAM.



Notary Public/Attorney at Law

Print Name: Devin Mills

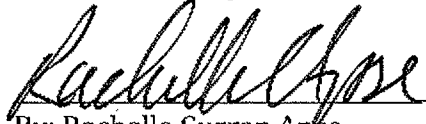
My commission expires/Maine Bar No.:



**HOLDER ACCEPTANCE**

The above foregoing Conservation Easement being duly authorized to be accepted by the Presumpscot Regional Land Trust, HOLDER, hereby accepts this Conservation Easement by and through Rachelle Curran Apse, its Executive Director, hereunto duly authorized, this 21 day of September, 2023.

Presumpscot Regional Land Trust



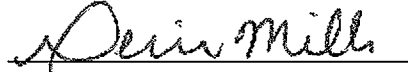
By: Rachelle Curran Apse  
Its: Executive Director

STATE OF MAINE

COUNTY OF CUMBERLAND, ss

September 21, 2023

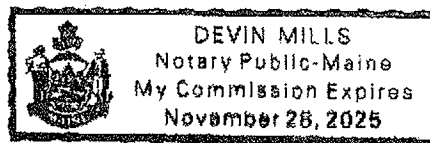
Personally appeared before me the above named Rachelle Curran Apse, Executive Director and authorized representative of the PRESUMPSCOT REGIONAL LAND TRUST, and acknowledged the acceptance of the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of the PRESUMPSOCT REGIONAL LAND TRUST.



Notary Public/Attorney at Law

Print Name: Devin Mills

My commission expires/Maine Bar No.:



**EXHIBIT A-1****East Windham Conservation Easement Area, Windham Maine  
(formerly Morrell Parcels)**

The following certain lots or parcels of land, together with any improvements thereon, situated in the Town of Windham, Cumberland County and State of Maine being more particularly described as follows:

**Town of Windham**

**Tax Map 16, Lot 48; Map 17, Lot 4A; Map 17, Lot 16; Map 17, Lot 22;  
Map 34, Lot 20; Map 16, Lot 43, Map 17, Lot 4**

The premises situated in the Town of Windham, County of Cumberland, and State of Maine, described as follows:

Those certain lots or parcels of land conveyed by Skylark, Inc. to Timothy L. Morrell and Linda S. Morrell by Quitclaim Deed with Covenant dated September 27, 1993 and recorded in the Cumberland County Registry of Deeds in Book 11045, Page 316, by S.D. Warren Company to Timothy L. Morrell and Linda S. Morrell by Quitclaim Deed with Covenant dated March 28, 1994 and recorded in the Cumberland County Registry of Deeds in Book 11438, Page 247, by Wayne Murray and Virginia A. Murray by Warranty Deed dated February 10, 1997 and recorded in the Cumberland County Registry of Deeds in Book 12959, Page 337, by Larry J. Kennedy and Karan L. Kennedy to Timothy L. Morrell, Sr. and Linda S. Morrell by Warranty Deed dated April 23, 1998 and recorded in the Cumberland County Registry of Deeds in Book 13811, Page 63, by Grace L. Roberts to Timothy L. Morrell, Sr. and Linda S. Morrell by Quitclaim Deed with Covenant dated June 10, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19750, Page 286, by Priscilla V. Dorr, formerly Priscilla V. Greenlaw to Timothy L. Morrell, Sr. and Linda S. Morrell by Quitclaim Deed with Covenant dated December 11, 2001 and recorded in the Cumberland County Registry of Deeds in Book 17272, Page 270, by Pauline G. Atherton, formerly Pauline G. Jackson to Timothy L. Morrell, Sr. and Linda S. Morrell by Quitclaim Deed with Covenant dated December 11, 2001 and recorded in the Cumberland County Registry of Deeds in Book 17272, Page 268, by Robert H. Greenlaw to Timothy L. Morrell, Sr. and Linda S. Morrell by Quitclaim Deed with Covenant dated December 11, 2001 and recorded in the Cumberland County Registry of Deeds in Book 17272, Page 266, by Joan G. Clark also known as Mabel Joan G. Clark to Timothy L. Morrell, Sr. and Linda S. Morrell by Quitclaim Deed with Covenant dated December 11, 2001 and recorded in the Cumberland County Registry of Deeds in Book 17272, Page 264 and by Walter B. Greenlaw to Timothy L. Morrell, Sr. and Linda S. Morrell by Quitclaim Deed with Covenant dated December 11, 2001 and recorded in the Cumberland County Registry of Deeds in Book 17272, Page 262.

Subject to such state of facts set forth or depicted on a plan entitled "Boundary Survey, Morrell Parcel D, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 286.

Subject to such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcels H and H-1, off Falmouth Road – Nash Road, Windham, Maine", dated February 2023, prepared by

Survey, Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 290.

Subject to such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcels E, E-1, E-2, and E-3, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-221, and recorded in said Registry in Plan Book 223, Page 287.

Subject to such state of facts as set forth or depicted on a plan entitled "Boundary Survey, Morrell Parcel F, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 288.

Subject to such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcel G, Falmouth Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 289.

Also hereby releasing, without covenant, the premises described in Surveys commissioned by the Town of Windham prepared by Survey, Inc., as follows:

**Parcel C:**

A certain parcel of land situated northeasterly of, but not adjacent to, Nash Road in the Town of Windham, Cumberland County, Maine, being more particularly bounded and described as follows:

Beginning at a 1 1/4-inch iron pipe at the southeasterly corner of land now or formerly of Christopher M. Swenson and Sarah N. Swenson as described in a deed from Megan R. Stover, dated August 1, 2016, and recorded in the Cumberland County Registry of Deeds in Book 33325, Page 115, and at land now or formerly of BICS, LLC as described in a deed from Jane W. Lamb, dated June 15, 2020, and recorded in said Registry in Book 36814, Page 249;

Thence N 51° 58' 00" W, by and along said land of Christopher M. Swenson and Sarah N. Swenson, land now or formerly of Megan R. Stover as described in a deed from Liberty Block, LLC, dated August 7, 2015, and recorded in said Registry in Book 32502, Page 290, and land now or formerly of Shannonsellsmaine, LLC as described in a deed from Liberty Block, LLC, dated June 13, 20147, and recorded in said Registry in Book 34081, Page 75, a distance of 784.29 feet to a 1 1/4-inch iron pipe and land now or formerly of Ralph W. Weeks and Jean L. Weeks as described in a deed from Pauline G. and Robert W. Jackson, Robert H. and Irene F. Greenlaw, Walter B. and Ruby E. Greenlaw, Philip M. and Priscilla M. Greenlaw, John M. and Marion B. Hall, Clyde T. and Helen H. Seavey, Leonard B. and Annie H. Leighton, and M. Joan G. Clark and Roy H. Clark, dated September 11, 1965, and recorded in said Registry in Book 2969, Page 509;

Thence N 37° 12' 57" E, by and along said land of Ralph W. Weeks and Jean L. Weeks, a distance of 1,711.73 feet to a 1 1/2" iron pipe;

Thence N 36° 51' 18" E, by and along said land of Ralph W. Weeks and Jean L. Weeks, a distance of 141.33 feet to a stone wall and land now or formerly of James M. Sprague as described in a deed from David Sprague, dated January 7, 1991, and recorded in said Registry in Book 9495, Page 36;

Thence N 38° 29' 25" E, by and along said stone wall and said land of James M. Sprague, a distance of 364.27 feet to a point marked by a nail/washer being on the line of land now or formerly of Richard M. Insito as described in a deed from June B. Hawkes, Frank B. Hawkes, and Florence E. Hawkes, dated September 28, 1999, and recorded in said Registry in Book 15090, Page 270;

Thence N 38° 06' 46" E, by and along said land of Richard M. Insito, a distance of 1,378.45 feet to a 1-inch iron pipe;

Thence S 52° 58' 50" E, by and along said land of Richard M. Insito and land now or formerly of the Heirs of John Phinney as described in a deed from Raymond F. Phinney, dated April 23, 1984, and recorded in said Registry in Book 6436, Page 150, a distance of 1,165.46 feet to land of Central Maine Power Company as described in a deed from Scott Paper Company, dated June 26, 1968, and recorded in said Registry in Book 3053, Page 89;

Thence S 60° 56' 06" W, by and along said land of Central Maine Power Company, a distance of 1,196.98 feet to a point;

Thence S 31° 32' 22" W, by and along said land of Central Maine Power Company, a distance of 2,526.66 feet to said land of BICS, LLC;

Thence N 52° 57' 48" W, by and along said land of BICS, LLC, a distance of 178.91 feet to the Point of Beginning.

The above-described Parcel C contains approximately 71.6 acres.

Bearings are Grid North.

Reference is made to a plan entitled "Boundary Survey, Morrell Parcel C, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey Inc., Job No. 22-211.

TOGETHER WITH the mineral rights, use for agricultural purposes, and rights to cross and re-cross as described in the deed from Scott Paper Company to Central Maine Power Company, dated June 26, 1968, and recorded in said Registry in Book 3053, Page 89.

SUBJECT TO the terms and conditions of the deed to Central Maine Power Company, dated June 26, 1968, and recorded in said Registry in Book 3053, Page 89.

SUBJECT TO such state of facts set forth or depicted on a plan entitled "Boundary Survey, Morrell Parcel C, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey Inc., Job No. 22-211.

Meaning and intending to convey and hereby conveying a portion of the property described in the deed from Skylark, Inc. to Timothy L. Morrell and Linda S. Morrell, dated September 27, 1993, and recorded in said Registry in Book 11045, Page 316.

**Parcel E-1:**

A certain parcel of land situated northeasterly of, but not adjacent to, Falmouth Road in the Town of Windham, Cumberland County, Maine, being more particularly bounded and described as follows:

Commencing at a capped rebar on the northerly sideline of land now or formerly of CSG Properties as described in the deed from Elvin H. Copp, dated March 13, 2018, and recorded in the Cumberland County Registry of Deeds in Book 34720, Page 163, and land now or formerly of Timothy L. Morrell as described in the deed from Ada J. Morrell, dated July 12, 2004, and recorded in said Registry in Book 21553, Page 135;

Thence N 35° 51' 44" E, a distance of 789.78 to a point being the TRUE POINT OF BEGINNING;

Thence N 54° 39' 23" W, by and along said land of Timothy L. Morrell, a distance of 3,674.31 feet to a point;

Thence S 37° 28' 06" W, by and along said land of Timothy L. Morrell, a distance of 686.89 feet to land of BICS, LLC as described in the deed from Jane W. Lamb, dated June 15, 2020, and recorded in said Registry in Book 36814, Page 249;

Thence N 53° 03' 16" W, by and along said land of BICS, LLC, a distance of 574.34 feet to a point on the southeasterly sideline of land now or formerly of Central Maine Power Company as described in a deed from Scott Paper Company, dated June 26, 1968, and recorded in said Registry in Book 3053, Page 89;

Thence N 31° 32' 22" E, by and along said land of Central Maine Power Company, a distance of 2,625.83 feet to a point;

Thence N 60° 56' 06" E, by and along said land of Central Maine Power Company, a distance of 1,245.90 feet to land now or formerly of the Heirs of John Phinney as described in a deed from Raymond F. Phinney to John D. Phinney, dated April 23, 1984, and recorded in said Registry in Book 6436, Page 150;

Thence S 53° 38' 30" E, by and along the line of said land of the Heirs of John Phinney, said line being partially made of a stone wall, a distance of 1,178.67 feet to land now or formerly of Timothy L. Morrell and Linda S. Morrell as described in a deed from Grace L. Roberts, dated June 10, 2003, and recorded in Book 19750, Page 286;

Thence S 52° 07' 58" E, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 870.38 feet to a point;

Thence S 35° 08' 29" W, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 1,876.82 feet to a point;

Thence S 54° 39' 23" E, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 973.85 feet to a 3/4" rebar;

Thence S 54° 50' 30" E a distance of 250.52 feet to a capped rebar at the northwesterly corner of land now or formerly of Abigail A. Albair and Patrick S. Handlon as described in a deed from Daniel A. Foster, dated June 28, 2018, and recorded in Book 34955, Page 213;

Thence S 54° 35' 07" E, by and along said land of Abigail A. Albair and Patrick S. Handlon, and land now or formerly of Daniel A. Foster as described in a deed from Justine A. Foster, dated May 7, 2016, and recorded in Book 33122, Page 134, a distance of 633.40 feet to said land of CSG Properties, LLC;

Thence S 35° 51' 44" W, by and along said land of CSG Properties, LLC, a distance of 995.10 feet to the point of beginning.

The above-describe Parcel E-1 contains approximately 215.6 acres.

Bearings are Grid North.

Reference is made to the plan entitled "Boundary Survey, Morrell Parcels E, E-1, E-2, and E-3, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-221.

TOGETHER WITH the mineral rights, use for agricultural purposes, and rights to cross and re-cross, as described in the deed from Scott Paper Company to Central Maine Power Company, dated June 26, 1968, and recorded in said Registry in Book 3053, Page 89.

SUBJECT TO terms and conditions of a deed to Central Maine Power Company, dated June 26, 1968, and recorded in Book 3053, Page 89.

SUBJECT TO such state of facts as set forth or depicted on the plan entitled "Boundary Survey, Morrell Parcels E, E-1, E-2, and E-3, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-221.

Meaning and intending to convey and hereby conveying a portion of the property described in the deed to Timothy L. Morrell and Linda S. Morrell from Skylark, Inc., dated September 27, 1993, and recorded in the Cumberland County Registry of Deeds in Book 11045, Page 316.

### **Parcel E-3:**

A certain parcel of land situated northeasterly of, but not adjacent to, Falmouth Road in the Town of Windham, Cumberland County, Maine, being more particularly bounded and described as follows:

Beginning at a capped rebar on the northwesterly corner of land now or formerly of Raeann Mariana Haggard and Margaret Haggard as described in a deed from Ryan D. Blaquiere and Kristy L. Blaquiere, dated November 28, 2022, and recorded in the Cumberland County Registry of Deeds in Book 39868, Page 94;

Thence S 54° 37' 47" E, by and along said land of Raeann Mariana Haggard and Margaret Haggard, a distance of 248.75 feet to a capped rebar and land now or formerly of Daniel A. Foster as described in

a deed from Karen A. Foster, dated August 6, 2010, and recorded in said Registry in Book 27989, Page 80;

Thence S 34° 54' 19" W, by and along said land of Daniel A. Foster, and land now or formerly of Abigail A. Albair and Patrick S. Handlon as described in a deed Daniel A. Foster, dated June 28, 2018, and recorded in said Registry in Book 34955, Page 213, a distance of 1,881.96 feet to a capped rebar and land now or formerly of Timothy L. Morrell and Linda S. Morrell as described in a deed from Grace L. Roberts, dated June 10, 2003, and recorded in said Registry in Book 19750, Page 286;

Thence N 54° 50' 30" W, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 250.52 feet to a 3/4" rebar;

Thence N 34° 57' 33" E, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 1,882.88 feet to the point of beginning.

The above-described Parcel E-3 contains approximately 10.8 acres.

Bearings are Grid North.

Reference is made to a plan entitled "Boundary Survey, Morrell Parcels E, E-1, E-2, and E-3, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-221.

TOGETHER WITH the mineral rights, use for agricultural purposes, and rights to cross and re-cross, as described in the deed from Scott Paper Company to Central Maine Power Company, dated June 26, 1968, and recorded in said Registry in Book 3053, Page 89.

SUBJECT TO terms and conditions of a deed to Central Maine Power Company, dated June 26, 1968, and recorded in Book 3053, Page 89.

SUBJECT TO such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcels E, E-1, E-2, and E-3, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-221.

Meaning and intending to convey and hereby conveying a portion of the property described in the deed from Skylark, Inc. to Timothy L. Morrell and Linda S. Morrell, dated September 27, 1993, and recorded in the Cumberland County Registry of Deeds in Book 11045, Page 316.

#### **Parcel H:**

A certain parcel of land situated on the northeasterly side of Little Duck Pond in the Town of Windham, Cumberland County, Maine, being more particularly bounded and described as follows:

Beginning at a capped rebar on the shore of Little Duck Pond at land now or formerly of Scott Clinch and Pamela Clinch as described in a deed from David L. Pedersen and Lucy A. Pedersen, dated October 21, 2016, and recorded in the Cumberland County Registry of Deeds in Book 33565, Page 243;

Thence northwesterly, by and along the shore of Little Duck Pond, a distance of 990 feet, more or less, to a point and land now or formerly of Brian L. Thompson and Michael A. Thompson as described in a deed from Lynn M. Thompson, Personal Representative of the Estate of Minna J. Thompson, dated October 24, 2005, and recorded in said Registry in Book 23346, Page 205, said point bears N 37° 41' 28" W and a distance of 856.26 feet from the point of beginning;

Thence N 34° 17' 44" E, by and along said land of Brian L. Thompson and Michael A. Thompson, a distance of 562.31 feet to a capped rebar;

Thence N 55° 42' 16" W, by and along said land of Brian L. Thompson and Michael A. Thompson, a distance of 460.97 feet to a capped rebar and land now or formerly of Linda S. Morrell as described in a deed from Ada J. Morrell, dated July 12, 2004, and recorded in said Registry in Book 21553, Page 137;

Thence N 34° 17' 44" E, by and along said land of Linda S. Morrell a distance of 810.13 feet to land now or formerly of Timothy L. Morrell as described in a deed from Ada J. Morrell, dated July 12, 2004, and recorded in said Registry in Book 21553, Page 135;

Thence S 53° 03' 16" E, by and along said land of Timothy L. Morrell, a distance of 2,137.03 feet to a capped rebar and land now or formerly of the Town of Windham as described in a deed from Virginia H. Lowell, Jane G. Sudds, and Maxine D. Lowell, dated September 20, 1999, and recorded in said Registry in Book 15062, Page 96;

Thence S 35° 13' 15" W, by and along said land of the Town of Windham, a distance of 1,555.50 feet to a capped rebar and other land now or formerly of the Town of Windham as described in a Tax Lien Certificate dated August 10, 2012, and recorded in said Registry in Book 29827, Page 113;

Thence N 54° 32' 44" W, by and along said other land of the Town of Windham, and said land of Scott Clinch and Pamela Clinch, a distance of 834.49 feet to the point of beginning.

The above-described Parcel H contains approximately 65 acres.

Bearings are Grid North.

Reference is made to a plan entitled "Boundary Survey, Morrell Parcels H and H-1, off Falmouth Road – Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211.

TOGETHER WITH the mineral rights, use for agricultural purposes, and rights to cross and re-cross, as described in the deed from Scott Paper Company to Central Maine Power Company, dated June 26, 1968, and recorded in said Registry in Book 3053, Page 89.

TOGETHER WITH a right of way from the described premises to the public road for teams and pedestrians, by routes or ways most convenient hereto before used, subject to gates and bars, as described in the deed from Walter Varney to Arthur E. Thompson, dated January 15, 1951, and recorded in said Registry in Book 2072, Page 112.

SUBJECT TO such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcels H and H-1, off Falmouth Road – Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211.

Meaning and intending to convey a portion of the property described in the deed from Skylark, Inc. to Timothy L. Morrell and Linda S. Morrell, dated September 27, 1993, and recorded in the Cumberland County Registry of Deeds in Book 11045, Page 316. Also meaning and intending to convey and hereby conveying the same property described in the deed from Larry J. Kennedy and Karan L. Kennedy to Timothy L. Morrell, Sr. and Linda S. Morrell, dated April 23, 1998, and recorded in said Registry in Book 13811, Page 63.

**Parcel H-1:**

A certain parcel of land situated on the northeasterly side of Little Duck Pond in the Town of Windham, Cumberland County, Maine, being more particularly bounded and described as follows:

Beginning at a capped rebar located at land now or formerly of Brian L. Thompson and Michael A. Thompson as described in a deed from Lynn M. Thompson, Personal Representative of the Estate of Minna J. Thompson, dated October 24, 2005, and recorded in the Cumberland County Registry of Deeds in Book 23346, Page 205;

Thence S 34° 17' 44" W, by and along said land of Brian L. Thompson and Michael A. Thompson, a distance of 15 feet, more or less to the shore of Little Duck Pond;

Thence northwesterly, by and along the shore of Little Duck Pond, a distance of 400 feet, more or less to a capped rebar and land now or formerly of Linda S. Morrell as described in a deed from Ada J. Morrell, dated July 12, 2004, and recorded in said Registry in Book 21553, Page 137, said point bears N 59° 36' 58" W and a distance of 311.49 feet from the capped rebar first mentioned;

Thence N 34° 17' 44" E, by and along said land of Linda S. Morrell, a distance of 143.60 feet to a capped rebar and land of said Brian L. Thompson and Michael A. Thompson;

Thence S 74° 09' 51" E, by and along said land Brian L. Thompson and Michael A. Thompson, a distance of 159.71 feet to a point;

Thence S 50° 36' 28" E, by and along said land of Brian L. Thompson and Michael A. Thompson, a distance of 160.00 feet to a point;

Thence S 34° 17' 44" W, by and along land of Brian L. Thompson and Michael A. Thompson, a distance of 158.71 feet to the point of beginning.

The above-described Parcel H-1 contains approximately 1.2 acres.

Bearings are Grid North.

Reference is made to the plan entitled "Boundary Survey, Morrell Parcels H and H-1, Off Falmouth Road – Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211.

TOGETHER WITH a right of way to the public road as now or heretofore used as described in the deed from William R. Chaplin and Lillian M. Chaplin to K. Wayne Murray and Virginia A. Murray, dated December 14, 1962, and recorded in said Registry in Book 2723, Page 39.

SUBJECT TO the right of way to the public road granted in the deed from William R. Chaplin and Lillian M. Chaplin to K. Wayne Murray and Virginia A. Murray, dated December 14, 1964, and recorded in Book 2723, Page 39.

SUBJECT TO such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcels H and H-1, off Falmouth Road – Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211.

Meaning and intending to convey a portion of the property described in the deed from Skylark, Inc. to Timothy L. Morrell and Linda S. Morrell, dated September 27, 1993, and recorded in the Cumberland County Registry of Deeds in Book 11045, Page 316. Also meaning and intending to convey and hereby conveying the same property described in the deed from Larry J. Kennedy and Karan L. Kennedy to Timothy L. Morrell, Sr. and Linda S. Morrell, dated April 23, 1998, and recorded in said Registry in Book 13811, Page 63.

#### **Parcel E-2:**

A certain parcel of land situated northeasterly of, but not adjacent to, Falmouth Road in the Town of Windham, Cumberland County, Maine, being more particularly bounded and described as follows:

Beginning at a 3/4" rebar, being the southeasterly corner of the parcel herein described, and on the line of land now or formerly of Timothy L. Morrell and Linda S. Morrell as described in a deed from Grace L. Roberts, dated June 10, 2003, and recorded in the Cumberland County Registry of Deeds in Book 19750, Page 286, and being 250.52 feet N 54° 50' 30" W from the southwest corner of land now or formerly of Abigail A. Albair and Patrick S. Handlon as described in the deed from Daniel A. Foster, dated June 28, 2018, and recorded in said Registry in Book 34955, Page 213;

Thence N 54° 39' 23" W, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 973.85 feet to a point;

Thence N 35° 08' 29" E, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 1,876.82 feet to a point;

Thence N 52° 07' 58" W, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 870.38 feet to a stone wall, also being the line of land now or formerly of Heirs of John Phinney as described in a deed from Raymond F. Phinney to John D. Phinney, dated April 23, 1984, and recorded in said Registry in Book 6436, Page 150;

Thence N 34° 56' 22" E, by and along said land of the Heirs of John Phinney, a distance of 879.29 feet to a point;

Thence S 54° 44' 24" E, by and along land said of the Heirs of John Phinney, and land now or formerly of Kelly Connors and Lindsay Connors as described in a deed from Travis L. Davis and Danielle R. Davis, dated November 8, 2018, and recorded in said Registry in Book 35432, Page 328, a distance of 694.20 feet to land now or formerly of Jason Arnold Gaudet and Elizabeth A. Gaudet as described in a deed from Kenneth R. Hough, dated September 9, 2021, and recorded in said Registry in Book 38644, Page 166;

Thence S 52° 12' 03" E, by and along said land of Jason Arnold Gaudet and Elizabeth A. Gaudet, land now or formerly of Jason Cabana and Julie George as described in a deed from Eagle Investments, Inc., dated July 31, 2013, and recorded in said Registry in Book 30894, Page 284, and land now or formerly of PRD Services, LLC as described in a deed from Kimberly Viola Higgins and Richard Lawrence Higgins, dated June 2, 2010, and recorded in said Registry in Book 27814, Page 72, a distance of 970.17 feet to a point on the line of land now or formerly of Travis E. Demmons and Michelle E. Demmons as described in a deed from John Collins, dated April 30, 2008, and recorded in said Registry in Book 26017, Page 224;

Thence S 34° 52' 35" W, by and along said land of Travis E. Demmons and Michelle E. Demmons, land now or formerly of Alexandria E. Chase as described in a deed from Jennifer J. Poulin, dated July 26, 2019, and recorded in said Registry in Book 35840, Page 125, and land now or formerly of Racann Mariana Haggard and Margaret Haggard as described in a deed from Ryan D. Blaquiere and Kristy L. Blaquiere, dated November 28, 2022, and recorded in said Registry in Book 39868, Page 94, a distance of 867.57 feet to a capped rebar;

Thence S 34° 57' 33" W, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 1,882.88 feet to the point of beginning.

The above-described Parcel E-2 contains approximately 79.6 acres.

Bearings are Grid North.

Reference is made to a plan entitled "Boundary Survey, Morrell Parcels E, E-1, E-2, and E-3, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-221.

SUBJECT TO such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcels E, E-1, E-2, and E-3, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-221.

Meaning and intending to convey and hereby conveying the same premises described in the following deeds:

1. Deed to Timothy L. Morrell, Sr. and Linda S. Morrell from Grace L. Roberts, dated June 10, 2003, and recorded in the Cumberland County Registry of Deeds in Book 19750, Page 286;

2. Deed to Timothy L. Morrell, Sr. and Linda S. Morrell from Priscilla V. Dorr f/k/a Priscilla V. Greenlaw, dated December 11, 2001, and recorded in said Registry in Book 17272, Page 270;
3. Timothy L. Morrell, Sr. and Linda S. Morrell from Pauline G. Atherton f/k/a Pauline G. Jackson, dated December 11, 2001, and recorded in said Registry in Book 17272, Page 268;
4. Timothy L. Morrell, Sr. and Linda S. Morrell by from Robert H. Greenlaw, dated December 11, 2001, and recorded in said Registry in Book 17272, Page 266;
5. Timothy L. Morrell, Sr. and Linda S. Morrell from Joan G. Clark a/k/a Mabel Joan G. Clark, dated December 11, 2001, and recorded in said Registry in Book 17272, Page 264; and
6. Timothy L. Morrell, Sr. and Linda S. Morrell by from Walter B. Greenlaw, dated December 11, 2001, and recorded in said Registry in Book 17272, Page 262.

**Town of Windham**  
**Tax Map 16, Lot 47-1 and Map 16-B, Lot 47-A**

The premises situated in the Town of Windham, County of Cumberland, and State of Maine, described as follows:

Those certain lots or parcels of land conveyed by Ada J. Morrell to Linda S. Morrell by Warranty Deed dated July 12, 2004 and recorded in the Cumberland County Registry of Deeds in Book 21553, Page 137.

Subject to an Indenture by and between Central Maine Power Company and Timothy L. Morrell, Sr., dated November 10, 2008, and recorded in Book 26465, Page 83.

Subject to such state of facts set forth or depicted on a plan entitled "Boundary Survey, Morrell Parcel C, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 285.

Subject to such state of facts set forth or depicted on a plan entitled "Boundary Survey, Morrell Parcel D, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 286.

Subject to such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcels H and H-1, off Falmouth Road – Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 290.

Subject to such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcels E, E-1, E-2, and E-3, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-221, and recorded in said Registry in Plan Book 223, Page 287.

Subject to such state of facts as set forth or depicted on a plan entitled "Boundary Survey, Morrell Parcel F, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 288.

Subject to such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcel G, Falmouth Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-

211, and recorded in said Registry in Plan Book 223, Page 289.

Also hereby releasing, without covenant, the premises described in Surveys commissioned by the Town of Windham prepared by Survey, Inc., as follows:

**Parcel D:**

A certain parcel of land situated northeasterly of, but not adjacent to, Falmouth Road in the Town of Windham, Cumberland County, Maine, being more particularly bounded and described as follows:

Beginning at a 1-inch iron pipe on the southeasterly sideline of land now or formerly of Central Maine Power Company as described in a deed from Calvin G. Morrell and James H. Morrell, dated December 7 1967, and recorded in the Cumberland County Registry of Deeds in Book 3027, Page 814, and at land now or formerly of Timothy L. Morrell as described in a deed from Philip E. MacDonald, Jr., dated April 24, 2006, and recorded in said Registry in Book 23880, Page 201;

Thence N 31° 32' 22" E, by and along said land of Central Maine Power Company, a distance of 681.77 feet to a capped rebar and land now or formerly of BICS, LLC as described in a deed from Jane W. Lamb, dated June 15, 2020, and recorded in said Registry in Book 36814, Page 249;

Thence S 57° 36' 14" E, by and along said land of BICS, LLC, a distance of 1,345.63 feet to a stone pile;

Thence N 34° 47' 35" E, by and along said land of BICS, LLC, a distance of 842.00 feet to a 1-inch rebar;

Thence N 56° 06' 54" W, by and along said land of BICS, LLC, a distance of 770.61 feet to a 1-inch rebar;

Thence N 29° 49' 24" E, by and along said land of BICS, LLC, a distance of 1,720.43 feet to other land now or formerly of Timothy L. Morrell as described in a deed from Ada J. Morrell, dated July 12, 2004, and recorded in said Registry in Book 21553, Page 135;

Thence S 53° 03' 16" E, by and along said other land of Timothy L. Morrell, a distance of 1,559.98 feet to land now or formerly of Timothy L. Morrell, Sr. and Linda S. Morrell as described in a deed from Larry J. Kennedy and Karan L. Kennedy, dated April 23, 1998, and recorded in said Registry in Book 13811, Page 63;

Thence S 34° 17' 44" W, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 810.13 feet to a capped rebar and land now or formerly of Brian L. Thompson and Michael A. Thompson as described in a deed from Lynn M. Thompson, Personal Representative of Estate of Minna J. Thompson, dated October 24, 2005, and recorded in said Registry in Book 23346, Page 205;

Thence S 34° 15' 36" W, by and along said land of Brian L. Thompson and Michael A. Thompson, and other land now or formerly of Timothy L. Morrell and Linda S. Morrell as described in a deed from Larry J. Kennedy and Karan L. Kennedy, dated April 23, 1998, and recorded in said Registry in Book 13811, Page 62, a distance of 823.48 feet to a capped rebar and land now or formerly of

Margaret E. Birlem as described in a deed from Robert E. Penney and Debra J. Penney, dated December 27, 2013, and recorded in said Registry in Book 31259, Page 192;

Thence S 34° 15' 36" W, by and along said land of Margaret E. Birlem and land now or formerly of Philip E. MacDonald Jr. and the Town of Windham as described in a Tax Lien Certificate, dated August 8, 2008, and recording in said Registry in Book 26260, Page 334, a distance of 1,609.13 feet to a capped rebar;

Thence N 54° 35' 03" W, by and along said land of Philip E. MacDonald Jr. and the Town of Windham, a distance of 474.39 feet to said land of Timothy L. Morrell, Sr. first mentioned above (Book 23880, Page 201) and being 15.5 feet southeasterly of a capped rebar;

Thence N 54° 37' 15" W, by and along said land of Timothy L. Morrell, Sr., a distance of 1,500.51 feet to the Point of Beginning.

The above-described Parcel D contains approximately 103.3 acres.

Bearings are Grid North.

Reference is made to a plan entitled "Boundary Survey, Morrell Parcel D, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey Inc, Job No. 22-211.

TOGETHER WITH the mineral rights, use for agricultural purposes, and rights to cross and re-cross as described in the deed from Scott Paper Company to Central Maine Power Company, dated June 26, 1968, and recorded in said Registry in Book 3053, Page 89.

TOGETHER WITH a perpetual thirty (30) foot wide right of way, all or any part of the premises adjoining on the south the land herein conveyed, at all times and for all purposes, with or without vehicles and animals, from and to said Nash Road, over and across the entire easterly side of the land herein conveyed and immediately adjoining the land now or formerly of one Cram, described in the deed from Walter E. Haskell to Edgar W. Varney Jr. and Pauline John Varney, dated October 21, 1954, and recorded in said Registry in Book 2198, Page 355.

TOGETHER WITH rights for construction of rope tow for skiers and rights to cross and re-cross reserved in the deed from Calvin G. Morrell and James H. Morrell to Central Maine Power Company, dated December 7, 1967, and recorded in said Registry in Book 3027, Page 814, as affected by an Indenture between Central Maine Power Company and Timothy L. Morrell, Sr., dated November 10, 2008, and recorded in said Registry in Book 26465, Page 83, including slope easements.

SUBJECT TO the terms and conditions in the deed from Calvin G. Morrell and James H. Morrell to Central Maine Power Company, dated December 7, 1967, and recorded in said Registry in Book 3027, Page 814; as affected by the terms and conditions described in an Indenture by and between Central Maine Power Company and Timothy L. Morrell, Sr., dated November 10, 2008, and recorded in said Registry in Book 26465, Page 83.

Subject to right of way described in the deed of Lucas Brick Company to Philip E. Abbott, dated December 18, 1929, and recorded in said Registry in Book 1337, Page 268, as referenced in the deed to Timothy Lee Morrell, dated June 3, 2003, and recorded in said Registry in Book 19688, Page 189.

Such state of facts, including apparent camp encroachment onto parcel now or formerly of BICS, LLC by virtue of deed from Jane W. Lamb, dated June 15, 2020, and recorded in said Registry in Book 36814, Page 249 and commonly known as Windham Tax Map 16, Lot 42, as set forth or depicted on the plan entitled "Standard Boundary Survey, South East Boundary Line of Land of Stephen, Timothy, Michael Morrell and Grace Roberts", dated June 13, 1997, prepared by R.W. Eaton Associates Inc., and recorded in said Registry in Plan Book 197, Page 333

SUBJECT TO such state of facts set forth or depicted on a plan entitled "Boundary Survey, Morrell Parcel D, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey Inc., Job No. 22-211.

Meaning and intending to convey and hereby conveying the same parcel described in the deed from S.D. Warren Company to Timothy L. Morrell and Linda S. Morrell, dated March 28, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11438, Page 247; and meaning and intending to convey and hereby conveying portions of the parcels described in the following deeds:

1. Deed from Ada J. Morrell to Linda S. Morrell, dated July 12, 2004, and recorded in said Registry in Book 21553, Page 137; and
2. Deed from Stephen J. Morrell, Timothy Lee Morrell, Michael A. Morrell, and Grace L. Roberts, all doing business as Idie Brook Farms, to Timothy Lee Morrell, dated June 19, 2003, and recorded in Book 19688, Page 189.

**Parcel F:**

A certain parcel of land situated northeasterly of, but not adjacent to, Falmouth Road in the Town of Windham, Cumberland County, Maine, being more particularly bounded and described as follows:

Beginning at a capped rebar on the northwesterly sideline of land now or formerly of Central Maine Power Company as described in a deed from Calvin G. Morrell and James H. Morrell, dated December 7, 1968, and recorded in the Cumberland County Registry of Deeds in Book 3027, Page 814, at land now or formerly of John F. Bell and Michelle R. Bell as described in a deed from Clifton H. Bell and Diane L. Bell, dated February 25, 2015, and recorded in said Registry in Book 32101, Page 332;

Thence N 57° 11' 37" W, by and along said land of John F. Bell and Michelle R. Bell, and land now or formerly of Earlon S. Varney, Jr. and Luana Lynn Varney as described in a deed from Earlon S. Varney, Jr., dated December 7, 2010, and recorded in said Registry in Book 28355, Page 134, a distance of 192.62 feet to a 1-inch iron pipe and land now or formerly of Marcia Blanchard and Willard Blanchard as described in a deed from Marcia A. Blanchard, dated April 13, 2001, and recorded in said Registry in Book 16219, Page 50;

Thence N 10° 45' 12" E, by and along said land of Marcia Blanchard and Willard Blanchard, a distance of 417.59 feet to a 1-inch iron pipe and land now or formerly of Nicole A. Varney as described in the

deed from Jody L. Doty to Nicole A. Brooks and Nathaniel R. Brooks, dated March 20, 2015, and recorded in said Registry in Book 32153, Page 77, and in the Abstract of Divorce Decree filed in the Cumberland County District Court Docket No. FM-16-1164, Nicole Brooks v. Nathaniel Brooks, dated November 6, 2018, and recorded in said Registry in Book 35270, Page 61;

Thence N 36° 38' 18" E, by and along said land of Nicole A. Varney, a distance of 288.38 feet to a capped rebar and stonewall being on the line of land now or formerly of Steven J. Sullivan as described in a deed from David F. Rhodes and Linda A. Adams, dated July 17, 2008, and recorded in said Registry in Book 26215, Page 313;

Thence S 54° 28' 24" E, by and along said land of Steven J. Sullivan, a distance of 315.79 feet to a capped rebar on line of said land of Central Maine Power Company;

Thence S 31° 32' 22" W, by and along said land of Central Maine Power Company, a distance of 659.95 feet to the point of beginning.

The above-described Parcel F contains approximately 4.5 acres.

Bearings are Grid North.

Reference is made to a plan entitled "Boundary Survey, Morrell Parcel F, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211.

TOGETHER WITH a perpetual thirty (30) foot wide right of way, all or any part of the premises adjoining on the south the land herein conveyed, at all times and for all purposes, with or without vehicles and animals, from and to said Nash Road, over and across the entire easterly side of the land herein conveyed and immediately adjoining the land now or formerly of one Cram, described in the deed from Walter E. Haskell to Edgar W. Varney Jr. and Pauline John Varney, dated October 21, 1954, and recorded in said Registry in Book 2198, Page 355.

TOGETHER WITH rights for construction of rope tow for skiers and rights to cross and re-cross reserved in the deed from Calvin G. Morrell and James H. Morrell to Central Maine Power Company, dated December 7, 1967, and recorded in said Registry in Book 3027, Page 814, as affected by an Indenture between Central Maine Power Company and Timothy L. Morrell, Sr., dated November 10, 2008, and recorded in said Registry in Book 26465, Page 83, including slope easements.

SUBJECT TO the terms and conditions in the deed from Calvin G. Morrell and James H. Morrell to Central Maine Power Company, dated December 7, 1967, and recorded in Book 3027, Page 814; as affected by the terms and conditions described in an Indenture by and between Central Maine Power Company and Timothy L. Morrell, Sr., dated November 10, 2008, and recorded in Book 26465, Page 83.

SUBJECT TO a right of way described in the deed of Lucas Brick Company to Philip E. Abbott, dated December 18, 1929, and recorded in Book 1337, Page 268, as referenced in the deed to Timothy Lee Morrell, dated June 3, 2003, and recorded in Book 19688, Page 189.

SUBJECT TO such state of facts as set forth or depicted on the plan entitled "Standard Boundary Survey, Plan of Land, Little Duck Pond, Windham, Maine", dated January 12, 1989, prepared by James C. Lauzier, Land Survey Consultants, and recorded in Plan Book 177, Page 53.

SUBJECT TO such state of facts, including apparent camp encroachment onto parcel now or formerly of BICS, LLC by virtue of deed from Jane W. Lamb, dated June 15, 2020, and recorded in said Registry in Book 36814, Page 249 and commonly known as Tax Map 16, Lot 42, as set forth or depicted on the plan entitled "Standard Boundary Survey, South East Boundary Line of Land of Stephen, Timothy, Michael Morrell and Grace Roberts", dated June 13, 1997, prepared by R.W. Eaton Associates Inc., and recorded in Plan Book 197, Page 333.

SUBJECT TO such state of facts as set forth or depicted on a plan entitled "Boundary Survey, Morrell Parcel F, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211.

Meaning and intending to convey and hereby conveying a portion of the property described in the deed to Linda S. Morrell from Ada J. Morrell, dated July 12, 2004, and recorded in the Cumberland County Registry of Deeds in Book 21553, Page 137; and the deed to Timothy Lee Morrell from Stephen J. Morrell, Timothy Lee Morrell, Michael A. Morrell, and Grace L. Roberts, all doing business as Idie Brook Farms, dated June 19, 2003, and recorded in said Registry in Book 19688, Page 189.

**Town of Windham  
Tax Map 16, Lot 54 and Map 16, Lot 47**

The premises situated in the Town of Windham, County of Cumberland, and State of Maine, described as follows:

Those certain lots or parcels of land conveyed by Idie Brook Farm to Timothy Lee Morrell by Quitclaim Deed with Covenant dated June 19, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19688, Page 189, by Ada J. Morrell to Timothy L. Morrell a/k/a Timothy L. Morrell, Sr. a/k/a Timothy Lee Morrell by Warranty Deed dated July 12, 2004 and recorded in the Cumberland County Registry of Deeds in Book 21553, Page 135, and by Phillip E. MacDonald, Jr. to Timothy L. Morrell, Sr. by Warranty Deed dated April 24, 2006 and recorded in the Cumberland County Registry of Deeds in Book 23880, Page 201.

Subject to rights and easements granted to Portland Water District by Timothy L. Morrell, Sr. in an Easement Deed dated February 1, 2023, and recorded in Book 39973, Page 111; as affected by Corrective Easement Deed to Portland Water District, dated May 2, 2023, and recorded in Book 40106, Page 66.

Subject to such state of facts set forth or depicted on a plan entitled "Boundary Survey, Morrell Parcel C, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 285.

Subject to such state of facts set forth or depicted on a plan entitled "Boundary Survey, Morrell Parcel D, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey Inc., Job No. 22-211,

and recorded in said Registry in Plan Book 223, Page 286.

Subject to such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcels H and H-1, off Falmouth Road – Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 290.

Subject to such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcels E, E-1, E-2, and E-3, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-221, and recorded in said Registry in Plan Book 223, Page 287.

Subject to such state of facts as set forth or depicted on a plan entitled "Boundary Survey, Morrell Parcel F, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 288.

Subject to such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcel G, Falmouth Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 289.

Also hereby releasing, without covenant, the premises described in Surveys commissioned by the Town of Windham prepared by Survey, Inc., as follows:

**Parcel E:**

A certain parcel of land situated northeasterly of, but not adjacent to, Falmouth Road in the Town of Windham, Cumberland County, Maine, being more particularly bounded and described as follows:

Beginning at a capped rebar at the southeasterly corner of the land herein described, and land now or formerly of Timothy L. Morrell and Linda S. Morrell as described in a deed from Skylark, Inc., dated September 27, 1993, and recorded in the Cumberland County Registry of Deeds in Book 11045, Page 316;

Thence N 53° 03' 16" W, by and along said land of Timothy L. Morrell, Sr. and Linda S. Morrell, a distance of 441.05 feet to other land now or formerly of Timothy L. Morrell and Linda S. Morrell as described in a deed from Larry J. Kennedy and Karan L. Kennedy, dated April 23, 1998, and recorded in said Registry in Book 13811 Page 63;

Thence continuing N 53° 03' 16" W, by and along said other land of Timothy L. Morrell and Linda S. Morrell, a distance of 1,695.98 feet to land now or formerly of Linda S. Morrell as described in a deed from Ada J. Morrell, dated July 12, 2004, and recorded in said Registry in Book 21553, Page 137;

Thence continuing N 53° 03' 16" W, by and along said land of Linda S. Morrell, a distance of 609.45 feet to said land now or formerly of Timothy L. Morrell and Linda S. Morrell first mentioned above (Book 11045, Page 316);

Thence continuing N 53° 03' 16" W, by and along said land of Timothy L. Morrell and Linda S. Morrell first mentioned above (Book 11045, Page 316), a distance of 950.53 feet to land now or formerly of

BICS, LLC as described in a deed from Jane W. Lamb, dated June 15, 2020, and recorded in said Registry in Book 36814, Page 249, also being the northwesterly corner of land herein described;

Thence N 37° 28' 06" E, by and along land of Timothy L. Morrell as described in a deed from Ada J. Morrell, dated July 12, 2004, and recorded in said Registry in Book 21553, Page 135, a distance of 686.89 feet to a point;

Thence S 54° 39' 23" E, by and along said land of Timothy L. Morrell, a distance of 3,674.31 feet to land now or formerly of CSG Properties, LLC as described in a deed from Elvin H. Copp, dated March 13, 2018, and recorded in said Registry in Book 34720, Page 163;

Thence S 35° 51' 44" W, by and along land of CSG Properties, LLC, a distance of 789.78 feet to the point of beginning.

The above-described Parcel E contains approximately 62.5 acres.

Bearings are Grid North.

Reference is made to the plan entitled "Boundary Survey, Morrell Parcels E, E-1, E-2, and E-3, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211.

SUBJECT TO such state of facts as set forth or depicted on the plan entitled "Boundary Survey, Morrell Parcels E, E-1, E-2, and E-3, off Nash Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211.

Meaning and intending to convey and hereby conveying a portion of the property described in the deed to Timothy Lee Morrell from Stephen J. Morrell, Timothy Lee Morrell, Michael A. Morrell, and Grace L. Roberts, all doing business as Idie Brook Farm, dated June 19, 2003, and recorded in the Cumberland County Registry of Deeds in Book 19688, Page 189; and meaning and intending to convey and hereby conveying the same property described in the deed to Timothy L. Morrell a/k/a Timothy L. Morrell, Sr. a/k/a Timothy Lee Morrell from Ada J. Morrell, dated July 12, 2004, and recorded in said Registry in Book 21553, Page 135.

#### **Parcel G:**

A certain parcel of land situated on the northeasterly side of Falmouth Road in the Town of Windham, Cumberland County, Maine, being more particularly bounded and described as follows:

Beginning on the northeasterly sideline of Falmouth Road at a capped iron rebar, also being on the line of land now or formerly of Joyce L. MacDonald and Michael R. Sherburne as described in a deed from Jennie A. MacDonald and Philip E. MacDonald, dated May 28, 1986, and recorded in the Cumberland County Registry of Deeds in Book 7263, Page 193;

Thence N 7° 23' 02" W, by and along the easterly sideline of Falmouth Road, a distance of 66.84 feet to a point;

Thence N 38° 24' 52" W, by and along the northeasterly sideline of Falmouth Road, a distance of 45.22 feet to a point on the southeasterly sideline of land now or formerly of Central Maine Power Company as described in a deed from Philip E. MacDonald and Jennie A. MacDonald, dated August 25, 1967, and recorded in said Registry in Book 3012, Page 718;

Thence N 31° 32' 22" E, by and along said land of Central Maine Power Company, a distance of 672.54 feet to land now or formerly of Linda S. Morrell as described in a deed from Ada J. Morrell, dated July 12, 2004, and recorded in said Registry in Book 21553, Page 137;

Thence S 54° 37' 15" E, by and along said land of Linda S. Morrell, a distance of 1,500.51 feet to land now or formerly of Philip E. MacDonald Jr. and the Town of Windham as described in a Tax Lien Certificate dated August 8, 2008, and recorded in said Registry in Book 26260, Page 334, said point being 15.5 feet southeasterly of a capped rebar;

Thence N 81° 25' 13" W, by and along land of Philip E. MacDonald Jr. and the Town of Windham, a distance of 966.74 feet to said land of Joyce L. MacDonald and Michael R. Sherburne;

Thence N 52° 48' 55" W, by and along said land of Joyce L. MacDonald and Michael R. Sherburne, a distance of 479.21 feet to a capped rebar;

Thence S 39° 55' 23" W, by and along said land of Joyce L. MacDonald and Michael R. Sherburne, a distance of 312.93 feet to the point of beginning.

The above-described Parcel G contains approximately 11.1 acres.

Bearings are Grid North.

Reference is made to a plan entitled "Boundary Survey, Morrell Parcel G, Falmouth Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211.

TOGETHER WITH the use for agricultural purposes and right to cross and re-cross reserved in the deed from Philip E. MacDonald and Jennie A. MacDonald to Central Maine Power Company, dated June 26, 1968, and recorded in said Registry in Book 3012, Page 718.

TOGETHER WITH the right to take water from the well on land now or formerly owned by Charles H. Merrill on the westerly side of Falmouth Road, as described in the deed from Beryl O. Varney to Jennie A. MacDonald and Philip E. MacDonald, dated June 21, 1973, and recorded in Book 3433, Page 10.

TOGETHER WITH an easement to pass and repass, on foot and by vehicle, on and over a strip of land twenty (20) feet wide, encompassing ten (10) feet on each side of the centerline of the road or right of way as now and heretofore used by owners of property at Little Duck Pond, the said centerline being more particularly described as follows:

Beginning at an iron pin to be set (5/8" rebar) on the apparent northeasterly sideline of Falmouth Road at the apparent centerline of a dirt road. Said iron pin further described as being South 54° 47' 33" East a distance of Four Hundred Eighty-Five and 87/100 (485.87) feet from an iron pipe found on the apparent

northeasterly sideline of Falmouth Road at the apparent southerly corner of land now or formerly of Gene Fecteau as recorded in the Cumberland County Registry of Deeds in Book 3447, Page 14.

Said iron pin also described as being North 17° 54' 39" West a distance of Eighty-Three and 31/100 (83.31) feet from an iron pipe found on the apparent southwesterly sideline of Falmouth Road at the centerline of a stone wall. Thence by the following courses and distances:

1. North 42° 33' 47" East a distance of Seventy-Nine and 61/100 (79.61) feet to a point;
2. North 57° 14' 57" East a distance of Eighty and 16/100 (80.16) feet to a point;
3. North 40° 44' 57" East a distance of One Hundred Six and 79/100 (106.79) feet to a point; and
4. North 23° 38' 26" East a distance of Seventy-Two and 73/100 (72.73) feet to a point. Said point further described as being South 87° 09' 44" East a distance of Six Hundred Seventeen and 89/100 (617.89) feet from said iron pipe at the apparent southerly corner of land now or formerly of said Fecteau.

Bearings are referenced to Magnetic North 1978.

Appurtenant to this easement is the right of grantee to repair and maintain the roadway described herein.

Reference is made to the instrument from Susan M. Hersey, dated April 24, 2006, and recorded in Book 8778, Page 178.

TOGETHER WITH the use and enjoyment of the Easement Area described in an Easement Deed to Portland Water District, dated February 1, 2023, and recorded in Book 39973, Page 111; as affected by Corrective Easement Deed to Portland Water District, dated May 2, 2023, and recorded in Book 40106, Page 66.

SUBJECT TO a right of way granted to Frederic J. Laughlin and Robert S. Laughlin by Charles H. Merrill, dated April 29, 1929, and recorded in said Registry in Book 1321, Page 57.

SUBJECT TO the terms and conditions and right of way in the deed from Philip E. MacDonald and Jennie A. MacDonald to Central Maine Power Company, dated June 26, 1968, and recorded in Book 3012, Page 718.

SUBJECT TO the rights of the public to travel over, along and across Falmouth Road set forth in the deed from Philip E. MacDonald and Jennie A. MacDonald to Central Maine Power Company, dated August 25, 1967, and recorded in Book 3012, Page 718.

SUBJECT TO the rights and easements and rights of others in and to the easement set forth in the deed from Susan M. Hersey, dated June 2, 1989, and recorded in Book 8778, Page 178.

SUBJECT TO a 50-foot right of way, including share of costs for plowing, maintenance and/or improvements reserved in the deed from Philip E. MacDonald, Jr. to Timothy L. Morrell, Sr., dated April 24, 2006, and recorded in Book 23880, Page 201.

SUBJECT TO the rights and easements granted to Portland Water District by Timothy L. Morrell, Sr. in an Easement Deed dated February 1, 2023, and recorded in Book 39973, Page 111; as affected by Corrective Easement Deed to Portland Water District, dated May 2, 2023, and recorded in Book 40106, Page 66.

SUBJECT TO such state of facts as shown or depicted on a plan entitled "Boundary Survey, Morrell Parcel G, Falmouth Road, Windham, Maine", dated February 2023, prepared by Survey, Inc., Job No. 22-211.

Meaning and intending to convey and hereby conveying the same premises described in the deed to Timothy L. Morrell, Sr. from Philip MacDonald, Jr., dated April 24, 2006, and recorded in said Registry in Book 23880, Page 201.

**Meaning and intending to describe in this Exhibit A-1** and to encumber with the conservation easement herein all and the same premises as conveyed to the Town of Windham by the following three deeds:

Deed dated September 20, 2023 from Timothy L. Morrell, Sr. to the Town of Windham to be recorded in the Cumberland County Registry of Deeds herewith; and

Deed dated September 20, 2023 from Linda S. Morrell to the Town of Windham to be recorded in the Cumberland County Registry of Deeds herewith; and

Deed dated September 21, 2023 from Timothy L. Morrell, Sr. and Linda S. Morrell to the Town of Windham to be recorded in the Cumberland County Registry of Deeds herewith.

**EXHIBIT A-2**  
**East Windham Conservation Easement Area, Windham Maine**  
**(formerly BICS Parcels)**

The following certain lots or parcels of land, together with any improvements thereon, situated in the Town of Windham, Cumberland County and State of Maine being more particularly described as follows:

**Town of Windham**  
**Tax Map 16, Lot 42; Tax Map 16, Lot 42A; and Tax Map 16, Lot 40**

The premises situated in the Town of Windham, County of Cumberland, and State of Maine, described as follows:

Those certain lots or parcels of land conveyed by Jane W. Lamb to BICS, LLC by Warranty Deed dated June 15, 2020 and recorded in the Cumberland County Registry of Deeds in Book 36814 Page 250.

Subject to rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company in an instrument dated January 30, 1964, and recorded in Book 2806, Page 152.

Subject to such state of facts set forth or depicted on a plan entitled "Boundary Survey BICS, LLC Parcel East, off Falmouth Road – Nash Road, Windham, Maine, for: Land For Maine's Future", dated February 2023, prepared by Survey Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 283.

Subject to such state of facts set forth or depicted on a plan entitled "Boundary Survey BICS, LLC Parcel West, off Falmouth Road – Nash Road Windham, Maine, for: Land For Maine's Future", dated February 2023, prepared by Survey Inc., Job No. 22-211, and recorded in said Registry in Plan Book 223, Page 284.

Also hereby releasing, without covenant, the premises described in Surveys commissioned by the Town of Windham prepared by Survey, Inc., as follows:

**Parcel A:**

A certain parcel of land situated northeasterly of, but not adjacent to, Falmouth Road in the Town of Windham, Cumberland County, Maine being more particularly bounded and described as follows:

Beginning at a capped iron rebar on the southeasterly sideline of land now or formerly of Central Maine Power Company as described in a deed from Marjorie E. Lamb, dated February 13, 1968, and recorded in the Cumberland County Registry of Deeds in Book 3035, Page 510, and at land now or formerly of Linda S. Morrell as described in a deed from Ada J. Morrell, dated July 12, 2004, and recorded in said Registry in Book 21553, Page 137;

Thence N 31° 32' 22" E, by and along said land of Central Maine Power Company, a distance of 2,625.83 feet to land now or formerly of Timothy L. Morrell and Linda S. Morrell as described in a deed from Skylark, Inc., dated September 27, 1993, and recorded in said Registry in Book 11045, Page 316;

Thence S 53° 03' 16" E, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 574.34 feet to a point;

Thence S 29° 49' 24" W, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 1,720.43 feet to a 1-inch rebar;

Thence S 56° 06' 54" E, by and along said land of Timothy L. Morrell and Linda S. Morrell, a distance of 770.61 feet to the land of Linda S. Morrell first mentioned above;

Thence S 34° 47' 35" W, by and along said land of Linda S. Morrell, a distance of 842.00 feet;

Thence N 57° 36' 14" W, by and along said land of Linda S. Morrell, a distance of 1,345.63 feet to the point of beginning.

The above-described Parcel A contains approximately 50.7 acres.

Bearings are Grid North.

Reference is made to a plan entitled "Boundary Survey BICS, LLC Parcel East, off Falmouth Road – Nash Road, Windham, Maine, made for: Land For Maine's Future", dated February 2023, prepared by Survey Inc., Job No. 22-211.

SUBJECT TO rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company in an instrument dated January 30, 1964, and recorded in said Registry in Book 2806, Page 152.

SUBJECT TO the rights and easements conveyed and reserved to Central Maine Power Company pursuant to the deed from Marjorie E. Lamb, dated February 13, 1968, and recorded in said Registry in Book 3035, Page 510; and TOGETHER WITH the rights and easements reserved to Marjorie E. Lamb, her heirs and assigns, as set forth therein.

SUBJECT TO such state of facts set forth or depicted on a plan entitled "Boundary Survey BICS, LLC Parcel East, off Falmouth Road – Nash Road, Windham, Maine, made for: Land For Maine's Future", dated February 2023, prepared by Survey Inc., Job No. 22-211.

ALSO CONVEYING, without covenant, the same right of way reserved by George W. Roberts in his deed to Lida M. Chute, dated November 13, 1911, and recorded in said Registry in Book 898, Page 216.

Meaning and intending to convey a portion of the property described in the Warranty Deed from Jane W. Lamb to BICS, LLC, dated June 15, 2020, and recorded in the Cumberland County Registry of Deeds in Book 36814, Page 249.

**Parcel B:**

A certain parcel of land situated northeasterly of, but not adjacent to, Falmouth Road in the Town of Windham, Cumberland County, Maine, being more particularly bounded and described as follows:

Beginning at a capped rebar on the northwesterly sideline of land now or formerly of Central Maine Power Company as described in a deed from Marjorie E. Lamb, dated February 13, 1968, and recorded in the Cumberland County Registry of Deeds in Book 3035 Page 510, and at land now or formerly of Steven J. Sullivan as described in a deed from David F. Rhodes and Linda A. Adams, dated July 17, 2008, and recorded in said Registry in Book 26215, Page 313;

Thence N 11° 14' 32" W, by and along said land of Steven J. Sullivan and land now or formerly of Katrina DiBiase as described in a deed from Jayson DiBiase, dated December 23, 2020, and recorded in Book 37637, Page 91, a distance of 981.10 feet to land now or formerly of Charles R. Jarrett as described in a deed from Mark Nicely, dated September 12, 1997, and recorded in said Registry in Book 13327, Page 1;

Thence N 38° 21' 50" E, by and along said land of Charles R. Jarrett, a distance of 116.71 feet to a point;

Thence N 17° 52' 26" E, by and along said land of Charles R. Jarrett and land now or formerly of Louise M. Paulin as described in a deed from Dennis Little and Bonnie Little, dated November 28, 1984, and recorded in said Registry in Book 6627, Page 281, a distance of 673.85 feet to a point marked by a 42-inch pine tree;

Thence S 53° 14' 28" E, a distance of 682.69 feet to a point;

Thence N 29° 08' 17" E, a distance of 1,100.37 feet to land now or formerly of Timothy L. Morrell and Linda S. Morrell as described in a deed from Skylark, Inc., dated September 27, 1993, and recorded in said Registry in Book 11045, Page 316;

Thence S 52° 57' 48" E, by and along land of said Timothy L. Morrell and Linda S. Morrell, a distance of 178.91 feet to said land of Central Maine Power Company;

Thence S 31° 32' 22" W, by and along said land of Central Maine Power Company, a distance of 2,510.89 feet to the Point of Beginning.

The above-described Parcel B contains approximately 21.5 acres.

Bearings are Grid North.

Reference is made to a plan entitled "Boundary Survey BICS, LLC Parcel West off Falmouth Road – Nash Road Windham, Maine made for: Land For Maine's Future", dated February 2023, prepared by Survey Inc., Job No. 22-211.

SUBJECT TO rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company in an instrument dated January 30, 1964, and recorded in said Registry in Book 2806, Page 152.

SUBJECT TO the rights and easements conveyed and reserved to Central Maine Power Company pursuant to the deed from Marjorie E. Lamb, dated February 13, 1968, and recorded in said Registry in Book 3035, Page 510; and TOGETHER WITH the rights and easements reserved to Marjorie E. Lamb, her heirs and assigns, as set forth therein.

SUBJECT TO such state of facts set forth or depicted on a plan entitled "Boundary Survey BICS, LLC Parcel East, off Falmouth Road – Nash Road, Windham, Maine, made for: Land For Maine's Future", dated February 2023, prepared by Survey Inc., Job No. 22-211.

ALSO CONVEYING, without covenant, the same right of way reserved by George W. Roberts in his deed to Lida M. Chute, dated November 13, 1911, and recorded in said Registry in Book 898, Page 216.

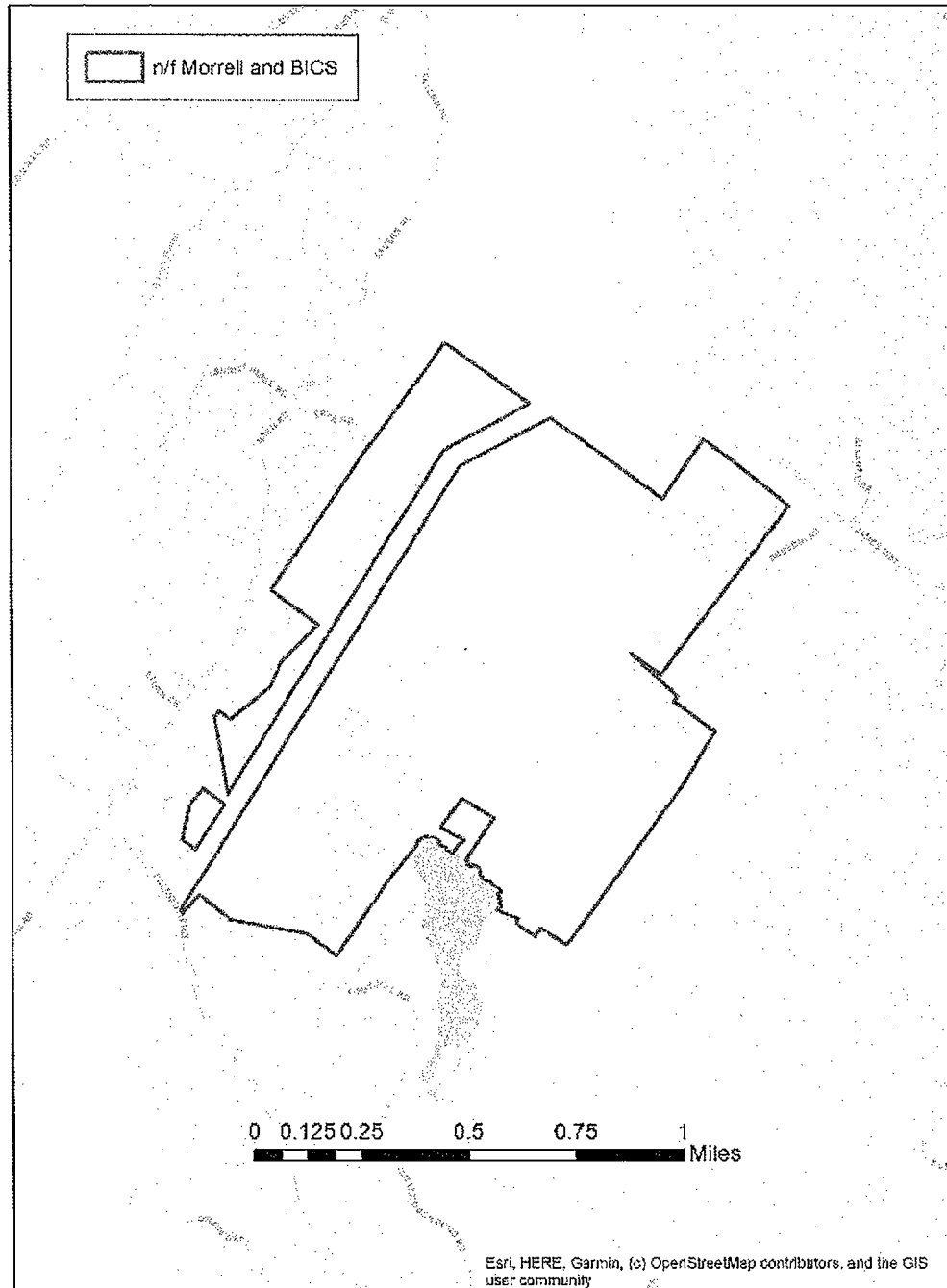
Meaning and intending to convey a portion of the property described in the Warranty Deed from Jane W. Lamb to BICS, LLC, dated June 15, 2020, and recorded in the Cumberland County Registry of Deeds in Book 36814, Page 249.

**Meaning and intending to describe in this Exhibit A-2** and to encumber with the conservation easement herein all and the same premises as conveyed to the Town of Windham by the following deed:

Warranty Deed of September 21, 2023 from BICS, LLC to the Town of Windham to be recorded in the Cumberland County Registry of Deeds herewith.

## Exhibit B

### East Windham Conservation Area (LMF project area)



Reference is had to the series of plans entitled "Boundary Surveys, Morrell and BICS Parcels, Falmouth Road and Off Nash Road, Windham Maine" dated February 2023, prepared by Survey, Inc. and recorded in Cumberland County Registry of Deeds in **Plan Book 223, Pages 282 - 290**.