

**LAND FOR MAINE'S FUTURE FUND
PROJECT AGREEMENT
(Pursuant to P.L. 2009, c. 645, Sec. E-6)**

Cooperating Entity: **The Kennebec Land Trust**

Project Name: **Howard Hill**

Location: **City of Augusta, Kennebec County**

Designated State Agency: **Maine Department of Inland Fisheries and Wildlife**

Premises Covered by this Agreement:

The Howard Hill Project, being fee ownership of 164 acres of land, all as more fully set forth and described in the attached **Exhibit 1** legal description. Reference is also made to the deed to The Kennebec Land Trust ("the Cooperating Entity") dated September 30, 2015 and recorded in Book 12125, Page 228 of the Kennebec County Registry of Deeds. Said land is depicted on the City of Augusta Tax Map 86 as Lots 25, 1 and 1c. See also a plan by Lost Corner Land Surveying dated December 31, 2016, recorded in said Registry as Plan number 2017_____, a reduced scale copy of which is attached hereto as **Exhibit 2**

All of the foregoing hereinafter referred to as "the Premises."

Scope (Description of Project): The Premises consist of the fee acquisition by the City of Augusta, Maine of 164 acres of undeveloped forest land. The Premises are located within the city limits, situated in close proximity to the State House, Capitol and downtown Augusta. This large block of undisturbed, contiguous wooded habitat nestled into the center of a large urban community creates an exceptional conservation opportunity.

Upon gift conveyance to the City, the Premises will be burdened by a conservation easement from the City to The Kennebec Land Trust (the "Conservation Easement").

The Cooperating Entity with funding provided entirely by the Cooperating Entity (The Kennebec Land Trust, eighty-five percent) and the State of Maine (Land for Maine's Future Program, fifteen percent) has acquired and shall manage the Premises in trust for the people of Maine to provide critical connectivity and high quality habitat for a variety of wildlife species; to provide opportunities for education related to

vegetation management and sustainable forestry; to maintain the Premises consistent with the Conservation Easement cited herein; to provide public access for traditional low impact, non-motorized outdoor recreational activities including but not limited to hunting, hiking, nature observation, snowshoeing, cross-country skiing, picnicking, horseback riding, and non-motorized mountain biking, provided the same are consistent with the Conservation Purposes hereinafter set forth. Other than power-driven mobility devices permitted under written guidelines of the Cooperating Entity, the use of motorized vehicles including snowmobiles, on the Premises is specifically prohibited, other than for monitoring and management purposes of the Cooperating Entity and the Designated State Agency.

Project Cost¹:

Appraised Value:	\$1,090,000
Bargain Sale gift:	\$ 165,000
The Purchase Price of the Premises is	\$ 925,000
LMF Contribution to Cooperating Entity:	\$ 163,500
Cooperating Entity Contribution:	\$ 761,500

The following are hereby incorporated into this Agreement:

1. General Provisions
2. Project Application and Attachments by reference
3. Project Boundary Map
4. Other:

The Land for Maine's Future Board, represented by its Chair, (hereinafter "LMFB"), and the State of Maine, Department of Inland Fisheries and Wildlife, represented by its Commissioner, as the Designated State Agency (hereinafter "DSA"), and the Cooperating Entity, mutually agree to perform this Agreement in accordance with Title 5, Maine Revised Statutes, Section 6200 et seq., as amended, and augmented by P.L. 2009, c.645, Sec E-6, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications incorporated herein by reference and hereby made a part hereof.

Subject to the terms hereof and to the availability of funds for this purpose, LMFB hereby agrees, in consideration of the agreements made by the Cooperating Entity, to obligate to the Cooperating Entity the amount of money referred to above, and to tender to the Cooperating Entity that portion of the obligation which is required to pay the LMFB's share of the costs of the above described project. The Cooperating Entity hereby agrees, in consideration of the agreements made by the LMFB, to provide the matching funds, and lands, if applicable, and to implement the project described above in accordance with the terms of this Agreement.

¹ The Cooperating Entity who contributed cash and gift value to the acquisition of the Premises is The Kennebec Land Trust. Upon transfer of any portion of the Premises under this Project Agreement, the proceeds attributable to "Cooperating Entity" under this Agreement shall be deemed to be The Kennebec Land Trust, regardless of who the Cooperating Entity may be at such time, unless specifically waived by The Kennebec Land Trust.

The following special project terms and conditions are added to this Agreement:

- 1. Sub-division.** Under the terms of the Conservation Easement, the Protected Property, including any structures located thereon, must remain as a single parcel, under one ownership, and may not be divided into parcels or lots, except for boundary adjustments to resolve bona fide boundary disputes, subject to the approval of the DSA, or as may be approved under Part II, section H subsection (i) of this Agreement. The parties understand and agree that the transaction of which this Agreement is a part is a charitable gift for the benefit of the people of the State of Maine and that a primary purpose is to provide a large, undivided tract of publically held land in the capital of the State of Maine for public purposes. In order to grant any such approval under this provision, the DSA and LMFB must find that the proposed division of the Premises furthers the conservation purpose and objectives of the project as defined in this Agreement and its attachments.
- 2. Traditional Use.** The Cooperating Entity shall not prohibit hunting, fishing, or trapping on the Premises, except to the extent of applicable state, local or federal laws and regulations.
- 3. Fees:** The Cooperating Entity agrees that any fees or charges imposed for public access to or use of the Premises shall be reasonable and comparable to those charged in Maine for similar facilities, and any such fees must be approved in advance and in writing by the DSA.
- 4. Transfer:** The Premises or any interest therein may not be sold or transferred without prior written approval of the DSA and LMFB as provided under Part II, section H subsection (i) of this Agreement, and then only to a federal, state, or local government agency or a non-profit conservation organization which is a "qualified organization" under Section 170(h) of the United States Internal Revenue Code, and a "qualified holder" under Title 33, Maine Revised Statutes, Section 476(2), subject to the condition that the qualified organization expressly agrees to assume the rights and obligations of the Cooperating Entity provided for by this Agreement.

4.1. Transfer to City of Augusta, Maine: The provisions of Section 4 notwithstanding, the Premises are being conveyed to the City of Augusta (the "City"), an entity which meets the requirements of a Cooperating Entity under Title 5 MRS Section 6201(2), by deed to be recorded simultaneously with this Project Agreement. The recording of this Project Agreement shall be deemed evidence of prior written notice to the LMFB and to the DSA as required hereunder, as well as LMFB and DSA approval of the terms and conditions of the Conservation Easement cited in Section 5. Upon such conveyance to the City and the recording of the Conservation Easement, the City will become the Cooperating Entity. The LMFB and the DSA hereby 1) approve the City as successor owner, and 2) agree that this transfer to the City, whether for consideration or as a gift, shall not trigger a return of the Land for Maine's Future grant or contribution toward this acquisition under Part II, Section H(i) of this Agreement. And, provided further, that upon transfer to the City and recording of the Conservation Easement, The Kennebec Land Trust will

be released from any obligations under this Project Agreement but shall retain all obligations under Maine law as Holder of the Conservation Easement.

5. Conservation Easement: The Premises will be held in fee in perpetuity by the City of Augusta subject to the Conservation Easement. The parties acknowledge and agree that the Conservation Easement will be subject to the terms and conditions of this Project Agreement. No provision of this Project Agreement shall cause the failure of the Conservation Easement under Maine law. In the case of conflict between the provisions of the Conservation Easement and this Project Agreement, the terms of this Project Agreement shall govern. The foregoing notwithstanding, in the event of default and assumption of ownership by the State under the terms of this Project Agreement, no merger of title shall occur and the Conservation Easement shall remain in effect pursuant to 33 MRS Section 479(10).

6. Permitted Use and Management: The Cooperating Entity will hold and manage the Premises for its multiple resource values including wildlife habitat; low-impact, non-motorized public outdoor recreation, forest management, and ecological, natural, and educational values (the "Conservation Purposes"). Wheelchairs and power-driven mobility devices for the disabled may be allowed under written guidelines of the Cooperating Entity. All uses of the Premises shall support these resource values. Management shall also include the right to restrict any uses from time to time on a temporary basis for habitat or water quality protection, timber management or the safety of the general public.

7. Multi Resource Management Plan: All permitted uses and management of the Premises shall be in accordance with a Multi Resource Management Plan (the "Management Plan" or the "Plan"). The Management Plan shall be developed by the Cooperating Entity and submitted to the DSA for review and approval within one year of the recording of this agreement, and shall be updated by the Cooperating Entity and submitted for review by the DSA at least every ten years. The Plan shall include, at a minimum, provisions for recreational management, to include trail design and construction, forest management and wildlife management.

Any major revisions to the Plan affecting public access, recreational use, wildlife habitat conditions of forest and vegetation conditions shall be submitted to the DSA for review and written approval prior to implementation.

7.1 Recreational Management: All recreational improvements, to include trail design and construction activities, shall be conducted in accordance with the Management Plan. The Plan will include a trail and access conceptual plan identifying trail and proposed access point locations and design and construction specifics. If undertaken, trail construction must 1) avoid habitat fragmentation, 2) minimize negative ecological impacts, and 3) be in compliance with all Local, State, and Federal rules, ordinances, and statutes.

7.2. Forest Management. All forest management activities shall be conducted in accordance with the Management Plan. The forest management section of the Plan shall be prepared by a Maine licensed professional forester and shall be consistent with sound silviculture methods as well as then-present best management practices as set forth by the Maine Forest Service, or its successor agency. The forest management section of the Plan should include recommendations in areas such as invasive species control

and wildlife habitat improvements. Removal of invasive plant species using manual, mechanical, and chemical control according to Best Management Practices shall not be deemed a conflict with the Conservation Easement or this Project Agreement. The foregoing notwithstanding, from the date of this agreement no forest management on the Premises shall occur prior to the review and written approval of the forest management section of the Plan by the DSA. The forest management section of the Plan and any harvest plans and prescriptions shall be submitted to the DSA at least sixty (60) days prior to harvesting or forest management activities for review and written approval by the DSA.

If undertaken, forest management activities must be designed and implemented: 1) with consideration of planned public recreational uses, including temporary closure of portions of the Premises for public safety purposes during periods of active management; 2) to maintain to the extent possible a biologically diverse forest supporting native flora and fauna; 3) to minimize the construction of permanent roads and land uses that result in habitat fragmentation 4) to minimize negative ecological impacts particularly in sensitive riparian areas; and 5) to be in compliance with all Local, State, and Federal rules, ordinances and statutes.

7.3. Wildlife Management Requirements: The Premises provide a large unfragmented forested block which provides habitat for a variety of wildlife species. At the time of execution of this Project Agreement, there were no known Significant Wildlife Habitats or habitat for rare, threatened or endangered species identified on the Premises. Should these habitats be identified, they will be managed by the Cooperating Entity in accordance with all Local, State, and Federal rules, ordinances and statutes and management considerations will be incorporated into the Management Plan.

8. Public Use: All public use of the Premises shall be conducted in accordance with the Management Plan and the Conservation Easement. The Plan should specifically address public access considerations consistent with the maintenance of traditional public outdoor recreation, and to minimize negative ecological impacts, particularly in sensitive wetland and riparian areas.

9. Public Access. The Cooperating Entity shall ensure that the Premises are available for access by the general public, consistent with restrictions as set out in the Management Plan, including but not limited to accommodation of educational outings, scientific research, or special events. Public access to the Premises may not be further limited or controlled except with prior written approval of the DSA.

10. Structures or Improvements. As of this date of this Agreement, there are no structures or improvements ("improvements") on the Premises. The following minor improvements associated with permitted uses shall be allowed on the Premises without further review by the DSA, subject to receipt of all state and local permits prior to the commencement of construction of such improvements and in accordance with the Management Plan:

- a) structures designed to enhance the opportunity for low-impact outdoor recreation, nature observation and study and enhance wildlife habitat as more fully set forth and described in the Conservation Easement;
- b) pervious surface trails, to include gravel, crushed rock or wood chips, as identified and approved in the Management Plan;

- c) trail improvements including stairs, bridges and ramps to accommodate stream crossings or steep grades so long as they are consistent with the Management Plan; and
- d) boundary markers.

Except as outlined above, no construction or improvements, including, without limitation those prohibited under the Conservation Easement, are allowed without prior review and written approval by the DSA and the LMFV of plans detailing site, budget and maintenance of proposed improvements, and prior receipt of all state and local permits. No improvements shall be allowed that do not enhance the permitted uses of the Premises. Such written approval may be given only for recreational structures for day use, including, but not limited to one open sided pavilion which shall be limited to no more than 500 sq. ft. and one viewing platform.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the ____ day of _____, 2017 by their duly authorized representatives.

THE LAND FOR MAINE'S FUTURE BOARD

By: _____
Patrick Keliher, Its Chair

WITNESS

STATE OF MAINE
Department of Inland Fisheries and Wildlife

By: _____
Chandler E. Woodcock, Its Commissioner

The Kennebec Trust

By: _____
Theresa Kerchner, Executive Director

STATE OF MAINE
County of Kennebec

Date: _____

Then personally appeared the above-named Theresa Kerchner, Executive Director of The Kennebec Land Trust and acknowledged the foregoing to be her free act and deed in her said capacity and the free act and deed of The Kennebec Land Trust.

Before me,

Notary Public/Maine Attorney at Law

Print Name: _____

My Commission Expires:

Seal:

**APPROVED: SUCCESSOR
COOPERATING ENTITY**
The City of Augusta, Maine

By: _____
Ralph St. Pierre, its Assistant City Manager
and Director of Finance and Administration

STATE OF MAINE
County of Kennebec _____, Date: _____

Then personally appeared the above-named **Ralph St. Pierre**, Assistant City Manager and Director of Finance and Administration of The City of Augusta and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of The City of Augusta.

Before me,

Notary Public/Maine Attorney at Law
Print Name: _____
My Commission Expires:
Seal:

LAND FOR MAINE'S FUTURE FUND PROJECT AGREEMENT GENERAL PROVISIONS

Part I – DEFINITIONS

1. The term “DSA” or “Agency” as used herein means the Designated State Agency as shown on Page 1 of the Project Agreement.
2. The term “Director” as used herein means the Commissioner or agency head of the DSA or any representative lawfully delegated the authority to act for such Director.
3. The term “Premises” as used herein means the lot or parcel or parcels of land as described and shown on Page 1 of the Project Agreement.
4. The term “Project” as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the Project Agreement, and as described on Page 1 of the Project Agreement.
5. The term “Cooperating Entity” as used herein means a political subdivision or instrumentality of the State of Maine or a non-profit conservation corporation which will implement the Project as provided in this Agreement.

Part II – CONTINUING ASSURANCES

The Cooperating Entity specifically recognizes that Land for Maine's Future Fund project assistance creates an obligation to acquire, use and maintain the property described in the Project Agreement consistent with Title 5, M.R.S., Section 6200 et seq., as amended, and augmented by P.L. 2009, c.645, Sec. E-6, and the following requirements:

A. LEGAL AUTHORITY: The Cooperating Entity warrants and represents that it possesses the legal authority to apply for the grant and to otherwise carry out the project in accordance with the terms of this Agreement, and has either marketable title to the Premises or a binding Agreement to acquire the same. A resolution or similar action has been duly adopted by the governing body of the Cooperating Entity authorizing the filing of the application and implementation of the Project, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Cooperating Entity to act in connection with the application and to provide such additional information as may be required by the LMFBB or the DSA and to enter into this Agreement.

B. FINANCIAL ABILITY: The Cooperating Entity warrants and represents that it has the funds and the commitment to finance the cost share of acquisition together with all other costs of the Project, including for monitoring and management, except the Land for Maine's Future Fund share stated on the cover page of this Agreement.

C. USE OF FUNDS: The Cooperating Entity shall use moneys granted by LMFB only for the purposes of acquisition/access improvement of the Project as approved by LMFB and provided for herein.

D. USE AND MAINTENANCE OF PREMISES: The Cooperating Entity shall assure that the Premises shall be forever used, operated and maintained as prescribed in this Agreement and all applicable laws, including without limitation Title 5, M.R.S. Section 6200 et seq., as amended and augmented by P.L. 2009, c.645, Sec E-6. Permits and licenses necessary for the implementation of this Agreement or use of the Premises shall be obtained and complied with by the Cooperating Entity. All costs of acquisition or implementation of the Project and ownership and management of the Premises shall be paid by the Cooperating Entity, except as to the cost share to be provided by LMFB as specified herein. The Cooperating Entity shall ensure that appropriate signage is established and maintained on the Premises in a prominent location to acknowledge the support of the Lands for Maine's Future Program.

E. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS: The Cooperating Entity shall keep a permanent record in the Cooperating Entity's property records, available for public inspection, to clearly document that the property described in this Project Agreement, and the signed and dated Project boundary map made part of this Agreement has been acquired with Land for Maine's Future Fund assistance and that it cannot be converted to uses other than those specifically provided by this Agreement without the prior written approval of the LMFB and the Director of the DSA.

Financial records, supporting documents, statistical records, monitoring records and all other records pertinent to this grant and the Project shall be retained by the Cooperating Entity and may be inspected by representatives of LMFB and the DSA during normal business hours.

F. ANNUAL REPORTING REQUIREMENTS: On each anniversary of this Agreement, the Cooperating Entity shall report on an annual basis on a monitoring form as approved by LMFB. The form shall be sent to: 1) the Commissioner of the DSA; and (2) the Director of LMFB. For the purposes of this Agreement, the anniversary date for reporting purposes shall be the date of recording of this instrument in the applicable registry of deeds.

G. RIGHT OF ENTRY: The DSA or LMFB, its employees, agents and representatives, shall have the right to enter the Premises at all times and in any manner without prior notice to assure compliance with the terms of this Agreement and any applicable laws.

H. PROVISIONS IN THE EVENT OF TRANSFER:

i. PRIOR NOTICE AND APPROVAL: In the event of any intended sale or transfer, in whole or in part, of the Premises or any interest therein, the Cooperating Entity shall provide at least sixty (60) days prior written notice of the same to the DSA and LMFB and shall obtain written consent from the same prior to such transfer.

ii. DISSOLUTION: In the event of dissolution of the Cooperating Entity, at least sixty (60) days prior written notice of such shall be provided to: (1) the Commissioner, DSA; and (2) Director, LMFB. Prior written consent to the transfer and disposal of the Premises shall be obtained from LMFB as with a conveyance of the Premises under Subsection H(i) unless the DSA requires that the Cooperating Entity transfer title to the Premises to the DSA or a successor designated by the DSA under Subsection I(d).

iii. SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Cooperating Entity shall incorporate the terms of this Agreement by reference in any deed or other instrument by which the Cooperating Entity sells or transfers any interest in all or a portion of the Premises. In the event that the LMFB or the DSA ceases to exist, the rights and responsibilities of that party shall automatically be vested in any successor agency designated by the Legislature. Failing legislative designation, the successor agency shall be as determined by the Governor.

iv. SHARE IN PROCEEDS: In the event of any sale, transfer, or condemnation of any or all of the Premises or disposal of the Premises pursuant to dissolution (hereinafter "transfer"), the Cooperating Entity shall pay to the Land for Maine's Future Fund, or to another fund designated by the LMFB, a share of the proceeds of the transfer. For the purposes of this Agreement, this share is defined as the product of:

the ratio of the value of the LMFB's contribution to the value of the Premises as a whole as of the date of this Agreement, hereby established as 15%, multiplied by

The appraised value of the transferred Premises or portion thereof at the time of the transfer, unencumbered by this Agreement or other encumbrances recorded after the date of this Agreement (excluding value attributable to authorized improvements to the Premises made after the date of this grant and not paid for by the State).

The LMFB may waive receipt of any proceeds, provided that the said funds are applied to conservation of a substitute property as approved by the LMFB. This payment to the fund shall not relieve the transferee of the continuing obligations to hold, manage and use the Premises under the terms of this Agreement.

The State's share of proceeds shall be paid to the LMFB at the time of the transfer, sale, condemnation or dissolution.

The remaining proceeds, less those attributable to physical improvements made to the Premises by the Cooperating Entity, shall be paid over to The Kennebec Land Trust for the acquisition and preservation of other conservation lands.

I. ENFORCEMENT ALTERNATIVES: In the event that the Cooperating Entity does not meet one or more of its obligations under this Agreement or the deed restrictions and covenants by which it holds title to the Premises, or in the event of dissolution of the Cooperating Entity, the DSA may exercise, in its sole discretion, any of the following remedies following written notice and thirty (30) days opportunity for the Cooperating Entity to cure the default:

- (a) Any of the remedies or rights set forth in the Cooperating Entity's deed to the Premises;
- (b) The right to require specific performance on the part of the Cooperating Entity;
- (c) The right to a return of the State's share of proceeds as defined in Section H (iv); and
- (d) any other rights or remedies available at law or in equity including, but not limited to, the right to require that the Cooperating Entity perform remedial work and transfer title to the Premises to the DSA or a successor designated by the DSA under such terms and conditions as the court may require. In the event that the DSA exercises any of the rights available to it upon default of the Cooperating Entity, the Cooperating Entity shall reimburse the DSA for its costs of enforcement and collection, including reasonable attorneys' fees.

In addition to the foregoing remedies, it is understood and agreed that the Project creates a public charitable trust entitled to all the protections thereof under state law.

J. AMENDMENT: This Agreement may not be amended, in whole or in part, except with the written consent of all of the parties hereto.

K. NOTICES: Any notices or requests for approval required by this Agreement shall be in writing and shall be personally delivered or sent registered or certified mail, return receipt requested, or by other courier providing reliable proof of delivery, to the Cooperating Entity, the DSA and the LMFB at the following addresses, unless one has been notified by the others of a change of address:

To Cooperating Entity: The Kennebec Land Trust
P.O. Box 261
Winthrop, ME

To DSA: Maine Department of Inland Fisheries and Wildlife
41 State House Station
Augusta, Maine 04333-0041

To LMFB: c/o Land for Maine's Future Program
22 State House Station
Augusta, Maine 04333-0022

To City of Augusta: As successor Cooperating Entity

City of Augusta
Attn: City Manager
16 Cony Street
Augusta ME 04330

NOTE: For the purposes of notice provisions under this Section K, the DSA and the LMFB shall be referred to collectively as the "State", and when being sent, notices shall be sent to both entities.

(a) In the event that notice mailed to the Cooperating Entity at the last address on file with the State is returned as undeliverable, the State shall send notice by certified mail, return receipt requested, or by such commercial carrier as requires a receipt, and by regular mail to the Cooperating Entity's last known address on file with the tax assessment records of the municipality of Augusta, Maine, and with the Bureau of Corporations, Secretary of the State of Maine, if applicable and the mailing of such notice shall be deemed compliance with the notice provisions of this Agreement. The Cooperating Entity's notices must include sufficient information to enable the State to determine whether Cooperating Entity's plans are consistent with the terms of this Agreement and the conservation purposes hereof.

(b) When the Cooperating Entity is required to obtain the State's prior written consent and approval, the Cooperating Entity's request shall be in the form of a written application and shall include sufficient details and specifications for the State to adequately review and analyze the same.

Within 60 days of receipt of a complete application, the State shall provide a written decision which shall grant, grant with conditions, withhold approval, or, with consent of the Cooperating Entity, extend the time within which to complete analysis of the application. The parties agree that the application and review process shall be completed as expeditiously as possible.

(c) The State shall not give written consent and approval unless the Cooperating Entity demonstrates to the satisfaction of the State that the proposed use or facilities is consistent with the terms, conditions, and purposes of this Agreement and will not diminish or impair the natural resources and scenic values of the Protected Property.

(d) Nothing in this subsection shall be construed as approval of ownership of the Premises by more than one Cooperating Entity..

To be attached:

Exhibit 1: Legal description of lands

Exhibit 2: Survey

Exhibit 1
HOWARD HILL

A certain lot or parcel of land situated on the westerly side of Sewall Street, so-called, and northerly of the Augusta-Hallowell city-line, located in the City of Augusta, County of Kennebec, State of Maine being more particularly bounded and described as follows:

Beginning at a rebar capped "Thayer" found flush with the ground on the apparent westerly right-of-way limit of said Sewall Street at point located South 42 degrees, 26 minutes, West a distance of 66.5 feet from intersection of the centerline of the traveled-way of said Sewall Street with the westerly extension of the centerline Brooklawn Avenue, so-called. Said rebar also marking the northeasterly corner of land now or formerly of Judith Williams (Book 4245, Page 281).

Thence from the Point of Beginning North 17 degrees, 22 minutes, 10 seconds East along the apparent westerly right-of-way limit of said Sewall Street for a distance of 78.12 feet to a 5/8-inch rebar set. Said rebar being at the southeasterly corner of land now or formerly of Kim & Alden Ingraham, (Book 5560, Page 284).

Thence North 67 degrees, 52 minutes, 51 seconds West along land now or formerly of Kim & Alden Ingraham, (Book 5560, Page 284) for a distance of 79.94 feet to a point within a large eastern cottonwood.

Thence North 53 degrees, 37 minutes, 50 seconds West along land now or formerly of Kim & Alden Ingraham, (Book 5560, Page 284) for a distance of 105.63 feet to a rebar found flush with the ground.

Thence North 76 degrees, 49 minutes, 48 seconds West along land now or formerly of Laurie Chabot, (Book 6828, Page 61) and along land now formerly the Maine State Housing Authority, (Book 1582, Page 172) for a distance of 443.52 feet to a rebar capped "Thayer".

Thence North 15 degrees, 21 minutes, 04 seconds West along land now or formerly of the Maine State Housing Authority, (Book 1582, Page 172) for a distance of 507.61 feet to a rebar capped "Thayer".

Thence South 76 degrees, 50 minutes, 11 seconds East along land now or formerly of the Maine State Housing Authority, (Book 1582, Page 172) for a distance of 382.87 feet to a rebar capped "Thayer".

Thence North 13 degrees, 38 minutes, 38 seconds East along land now or formerly of Beverly Jauron, (Book 8205, Page 179), and the State of Maine (Book 4713, page 159 & Book 2484, Page 30) for a distance of 401.31 feet to a rebar capped "Thayer".

Thence North 76 degrees, 43 minutes, 42 seconds West along land now or formerly of Central Maine Power Company, (Book 837, Page 171) for a distance of 69.25 feet to a rebar capped "Thayer".

Thence South 13 degrees, 00 minutes, 07 seconds West along land now or formerly of Central Maine Power Company, (Book 837, Page 171) for a distance of 59.07 feet to a rebar capped "Thayer".

Thence South 72 degrees, 13 minutes, 29seconds West along land now or formerly of Central Maine Power Company, (Book 837, Page 171) for a distance of 2119.18 feet to a point located

North 17 degrees, 49 minutes, 36 seconds West, a distance of 3.32 feet from a 3/4" iron pipe found.

Thence South 17 degrees, 31 minutes, 25 seconds East along land now or formerly of Phillip and Priscilla Johnson, (Book 3042, Page 346 & Book 2869, Page 328) and along the easterly end of the right-of-way of a street known as Hemlock Terrace for a total distance of 463.77 feet to a point marked by a drill hole in a boulder.

Thence South 72 degrees, 36 minutes, 42 seconds West along land now or formerly of Phillip and Priscilla Johnson, (Book 2869, Page 328) for a distance of 74.75 feet to a point marked with a badly bent iron pipe found.

Thence South 16 degrees, 06 minutes, 41 seconds East along land now or formerly of Michael Seitzinger, (Book 5994, Page 16) for a distance of 224.71 feet to a one-inch iron pipe found.

Thence North 73 degrees, 58 minutes, 15 seconds East along land now or formerly of Larry and Stephanie Hunter, (Book 11526, Page 93) for a distance of 75.00 feet to a 5/8-inch rebar set.

Thence South 16 degrees, 01 minutes, 45 seconds East along land now or formerly of Larry and Stephanie Hunter, (Book 11526, Page 93) for a distance of 460.85 feet to a point.

Thence South 12 degrees, 32 minutes, 05 seconds West along land now or formerly of Larry and Stephanie Hunter, (Book 11526, Page 93) for a distance of 323.77 feet to a rebar capped "Thayer".

Thence North 87 degrees, 35 minutes, 50 seconds West along land now or formerly of Larry and Stephanie Hunter, (Book 11526, Page 93) for a distance of 220.00 feet to a rebar capped "Thayer".

Thence by a curved line to the left having a chord bearing and distance of North 02 degrees, 07 minutes, 24 seconds West, 211.28 feet, a radius of 1332.57 feet and an arc distance of 211.50 feet to a rebar capped "Thayer" found near the base of a large beech tree.

Thence South 87 degrees, 05 minutes, 44 seconds West along land now or formerly of Larry and Stephanie Hunter, (Book 11526, Page 93) for a distance of 186.54 feet to a 5/8-inch rebar set.

Thence North 17 degrees, 17 minutes, 58 seconds West along land now or formerly of Larry and Stephanie Hunter, (Book 11526, Page 93) for a distance of 174.19 feet to a 5/8-inch rebar set at the southeasterly end of a public road known as Ganneston Drive.

Thence North 89 degrees, 58 minutes, 32 seconds West along the southeasterly end of a public road known as Ganneston Drive for a distance of 52.90 feet to a one-inch iron pipe found.

Thence South 72 degrees, 15 minutes, 07 seconds West along land now or formerly of Alan D. McGary, (Book 9376, Page 296) and land now or formerly of Thomas and Jane Warren, (Book 11715, Page 326) for a total distance of 450.08 feet to a one-inch iron pipe found.

Thence North 16 degrees, 18 minutes, 34 seconds West along land now or formerly of Thomas and Jane Warren, (Book 11715, Page 326) for a distance of 220.06 feet to a rebar capped "1292", found.

Thence South 86 degrees, 31 minutes, 24 seconds West along land now or formerly of Jeffrey and Karen Boston, (Book 6708, Page 170) for a distance of 246.63 feet to a rebar capped "1292", found.

Thence South 16 degrees, 05 minutes, 27 seconds West along land now or formerly of the Seth Greene Revocable Trust (Book 9101, Page 255) for a distance of 243.68 feet to a rebar capped "1292", found.

Thence along land now or formerly of the Seth Greene Revocable Trust (Book 9101, Page 255) by a curved line to the left having a radial bearing of South 16 degrees, 11 minutes, 35 seconds West, a radius of 325.00 feet and an arc distance of 47.98 feet to a 5/8-inch rebar set.

Thence North 82 degrees, 15 minutes, 52 seconds West along land now or formerly of the Seth Greene Revocable Trust (Book 9101, Page 255) for a distance of 112.32 feet to a rebar capped "1292", found.

Thence along land now or formerly of the Seth Greene Revocable Trust (Book 9101, Page 255) by a tangent curve to the right having a radius of 10.00 feet and an arc distance of 15.71 feet to a point on the easterly right-of-way limit of a public road known as Parkwood Drive.

Thence South 07 degrees, 44 minutes, 08 seconds West along the easterly right-of-way limit of a public road known as Parkwood Drive for a distance of 70.00 feet to a point.

Thence along land now or formerly of the Jayadev D. Nutakki & Reena Prasad (Book 8908, Page 237) by a curved line to the right having a radial bearing of South 82 degrees, 15 minutes, 52 seconds East, a radius of 10.00 feet and an arc distance of 15.71 feet to a rebar capped "1292", found.

Thence South 82 degrees, 15 minutes, 52 seconds East along land now or formerly of the Jayadev D. Nutakki & Reena Prasad (Book 8908, Page 237) for a distance of 112.32 feet to a 5/8-inch rebar set.

Thence along land now or formerly of the Jayadev D. Nutakki & Reena Prasad (Book 8908, Page 237) by a tangent curve to the right having a radius of 275.00 feet and an arc distance of 66.52 feet to a 5/8-inch rebar set.

Thence South 11 degrees, 26 minutes, 08 seconds West along land now or formerly of the following abutters: Jayadev D. Nutakki & Reena Prasad, (Book 8908, Page 237), Zhang Yung & Chan Yung, (Book 9895, Page 239), Upper Ganneston LLC, (Book 6681, Page 165) for a distance of 969.56 feet to a rebar capped "1292", found.

Thence South 11 degrees, 26 minutes, 08 seconds West along land now or formerly Upper Ganneston LLC, (Book 6681, Page 165) for a distance of 404.52 feet to a point in the center of a stonewall located South 11 degrees, 26 minutes, 08 seconds West a distance of 1.25 feet from a rebar capped "1292", found.

Thence South 77 degrees, 23 minutes, 44 seconds East along land now or formerly of Nathen & Jody Pierce (Book 11284, Page 159) and along or near the center of a stonewall for a distance of 116.05 feet to a 5/8-inch rebar found set in a drill hole in a boulder.

Thence South 77 degrees, 35 minutes, 09 seconds East along land now or formerly of Frontier Vision Partners, LP, (Book 1992, Page 159), and along or near the center of a stonewall for a distance of 200.91 feet to an intersection with a stonewall running in a southerly direction.

Thence along or near the center of a stonewall and along land now or formerly of the State of Maine, (Book 648, Page 21 & Book 288, Page 308) to a point located at the intersection of two stonewalls. Said point being located South 77 degrees, 07 minutes, 22 seconds East, a distance of 704.66 feet from the last mentioned rebar found set in a drill hole. Said point also being located South 46 degrees, 39 minutes, 25 seconds East, a distance of 6.53 feet from the base of 1-1/2 inch iron pipe found.

Thence South 13 degrees, 16 minutes, 52 seconds West along land now or formerly of the State of Maine (Book 288, Page 308) and along or near the center of a stonewall for a distance of 90.75 feet to a rebar capped, "Thayer", found on the Augusta-Hallowell city-line.

Thence South 77 degrees, 14 minutes, 03 seconds East along the Augusta-Hallowell city-line for a distance of 1714.26 feet to a rebar capped, "Thayer", found.

Thence North 07 degrees, 30 minutes, 17 seconds East along land now or formerly of the following abutters: Alcide Beaulieu Jr, (Book 1964, Page 75), Murdock Street Condominiums, City of Augusta, Richard J. Tingler (Book 9818, Page 20), Stanley E. Sproul Trust (Book 11004, Page 129), and Home At Last Inc. (Book 11004, Page 127) for total distance of 1611.87 feet to a one-inch iron pipe found.

Thence North 07 degrees, 30 minutes, 17 seconds East along land now or formerly of Forest Park Condominiums for a distance of 263.93 feet to a point 0.35 feet east of a one-inch iron pipe found.

Thence North 07 degrees, 30 minutes, 17 seconds East along land now or formerly of Home At Last Inc. (Book 11004, Page 127), and land of owners unknown for a total distance of 257.17 feet to a point on the southerly boundary of land now or formerly Michele L. Paradis. (Book 9784, Page 107).

Thence North 76 degrees, 07 minutes, 58 seconds West along land now or formerly of Michele L. Paradis (Book 9784, Page 107), for a distance of 88.68 feet to one-inch iron pipe found.

Thence South 09 degrees, 16 minutes, 56 seconds West along land now or formerly of Gail W. Perry (Book 7855, Page 43), for a distance of 100.87 feet to 5/8-inch rebar set.

Thence North 76 degrees, 49 minutes, 39 seconds West along land now or formerly of Gail W. Perry (Book 7855, Page 43), and land now or formerly of Cassie S. Bouten (Book 11104, Page 246), for a total distance of 600.00 feet to 5/8-inch rebar set.

Thence North 09 degrees, 16 minutes, 56 seconds East along land now or formerly of Cassie S. Bouten (Book 11104, Page 246), for a distance of 167.84 feet to 5/8-inch rebar set on the southerly right-of-way limit of an apparent extension of Blaisdell Street, so-called.

Thence North 76 degrees, 43 minutes, 04 seconds West along the southerly right-of-way limit of an apparent extension of Blaisdell Street, so-called for a distance of 116.66 feet to rebar capped, "Thayer".

Thence North 07 degrees, 28 minutes, 00 seconds East along the westerly end of the right-of-way limit of an apparent extension of Blaisdell Street, so-called for a distance of 40.21 feet to a point located North 55 degrees, 09 minutes, 56 seconds West a distance of 5.13 feet from a one-inch iron pipe found.

Thence North 76 degrees, 43 minutes, 04 seconds West along land now or formerly of Patrick and Francesca Romanoski (Book 9597, Page 264), for a distance of 0.40 feet to 5/8-inch rebar set.

Thence North 07 degrees, 10 minutes, 32 seconds East along land now or formerly of Patrick and Francesca Romanoski (Book 9597, Page 264), for a distance of 299.87 feet to 5/8-inch rebar set.

Thence South 76 degrees, 43 minutes, 04 seconds East along land now or formerly of Patrick and Francesca Romanoski (Book 9597, Page 264), and land now or formerly of Ansley and Janet Sawyer (Book 3152, Page 157), for a total distance of 599.77 feet to rebar capped, "Thayer", found.

Thence South 07 degrees, 09 minutes, 16 seconds West along land now or formerly of Ansley and Janet Sawyer (Book 3152, Page 157), for a distance of 299.88 feet to a point on the northerly right-of-way limit of said Blaisdell Street.

Thence South 76 degrees, 36 minutes, 52 seconds East along the northerly right-of-way limit of said Blaisdell Street for a distance of 35.23 feet to a point.

Thence North 07 degrees, 09 minutes, 16 seconds East along land now or formerly of Ansley and Janet Sawyer (Book 3152, Page 157), for a distance of 179.88 feet to a rebar capped, "Thayer".

Thence South 76 degrees, 47 minutes, 59 seconds East along land now or formerly of Ansley and Janet Sawyer (Book 3152, Page 157), for a distance of 99.91 feet to a rebar capped, "Thayer".

Thence North 07 degrees, 12 minutes, 26 seconds East along land now or formerly of Robin C. Miller (Book 6368, Page 46), for a distance of 60.00 feet to a 5/8-inch rebar set.

Thence South 76 degrees, 41 minutes, 02 seconds East along land now or formerly of Robin C. Miller (Book 6368, Page 46), for a distance of 100.00 feet to a rebar capped, "Thayer", found.

Thence North 05 degrees, 38 minutes, 05 seconds East along land now or formerly of Priscilla and Stanley Smith (Book 2435, Page 219), for a distance of 34.40 feet to a rebar capped, "Thayer", found.

Thence South 76 degrees, 43 minutes, 43 seconds East along land now or formerly of Priscilla and Stanley Smith (Book 2435, Page 219), for a distance of 134.71 feet to a 5/8-inch rebar set.

Thence North 05 degrees, 18 minutes, 40 seconds East along land now or formerly of Ann Marie Treger (Book 2218, Page 185), for a distance of 79.38 feet to a 3/4-inch iron rod found.

Thence North 05 degrees, 18 minutes, 40 seconds East along land now or formerly of Augusta Hebrew Community (Book 11385, Page 282), passing through a 1/2-inch iron rod found for a distance of 176.25 feet to a one-inch iron pipe found.

Thence North 05 degrees, 18 minutes, 40 seconds East along land now or formerly of Dana Bessey and Soumia Tber (Book 9269, Page 203), and along the westerly end of a possible right-of-way leading to West Sewall Street and Woodlawn Street and for a total distance of 78.28 feet to a 5/8-inch rebar set.

Thence North 17 degrees, 17 minutes, 02 seconds East along the westerly end of a possible right-of-way leading to West Sewall Street and Woodlawn Street and land now or formerly of Dana Bessey and Soumia Tber (Book 9269, Page 203), for a total distance of 73.87 feet to a rebar capped "Thayer", located beneath a large fallen white pine.

Thence South 76 degrees, 45 minutes, 14 seconds East along land now or formerly of Dana Bessey and Soumia Tber (Book 9269, Page 203), for a distance of 249.12 feet to a rebar capped, "Thayer", found.

Thence South 76 degrees, 45 minutes, 14 seconds East along land now or formerly of 2 Woodlawn Street Rental, LLC (Book 11845, Page 207), for a distance of 25.92 feet to a point located North 12 degrees, 47 minutes, 05 seconds East a distance of 1.28 feet from a one-inch iron pipe found.

Thence North 17 degrees, 23 minutes, 30 seconds East along land now or formerly of Shawn Kimball (Book 9485, Page 109) for a distance of 50.31 feet to a point located North 10 degrees, 57 minutes, 14 seconds East a distance of 1.83 feet from a one-inch iron pipe found.

Thence South 76 degrees, 48 minutes, 49 seconds East along land now or formerly of Shawn Kimball, (Book 9485, Page 109) for a distance of 50.00 feet to a point.

Thence North 17 degrees, 24 minutes, 37 seconds East along land now or formerly of Jennifer Donnell, (Book 10822, Page 350) for a distance of 70.00 feet to a point.

Thence South 76 degrees, 48 minutes, 49 seconds East along land now or formerly of Jennifer Donnell, (Book 10822, Page 350) for a distance of 100.00 feet to a rebar found below grade on the westerly right-of-way limit of said Sewall Street.

Thence North 17 degrees, 22 minutes, 10 seconds East along the apparent westerly right-of-way limit of said Sewall Street for a distance of 20.07 feet to a point.

Thence North 76 degrees, 48 minutes, 49 seconds West along land now or formerly of Judith Williams, (Book 4245, Page 281) for a distance of 140.07 feet to a rebar capped, "Thayer", found.

Thence North 17 degrees, 06 minutes, 18 seconds East along land now or formerly of Judith Williams, (Book 4245, Page 281) for a distance of 62.32 feet to a 5/8-inch rebar set.

Thence South 71 degrees, 47 minutes, 38 seconds East along land now or formerly of Judith Williams, (Book 4245, Page 281) for a distance of 140.00 feet to a rebar capped, "Thayer", found flush with the ground on the westerly right-of-way limit of said Sewall Street. Said rebar marking the Point of Beginning of the above-description.

The above-described parcel of land containing 163.6 acres, more or less.

Also conveying all rights and easements appurtenant to the premises herein described and as further set forth in the deeds to Grantor.

Also conveyed is Grantor's interest, if any, in a parcel of land on the northerly end of Waddington Street bounded westerly by the premises above described; northerly by land now or formerly of Paradis (Book 9784, Page 107) and by land now or formerly of Plumley (Book 1611, Page 255); easterly by land now or formerly of Watts (Book 1459, Page 804) and land now or formerly of Home at Last Inc (Book 11004, Page 127); and southerly by the end of Waddington Street and land now or formerly of Home at Last Inc.(Book 11004, Page 127).

All bearings are referenced to approximate Maine State Grid West Zone NAD-83.

All 5/8-inch rebars set are capped, "PLS 1271".

All Book and Pages refer to the Kennebec County Registry of Deeds.

Excepting the following conveyances to establish boundary lines:

- (a) to Ansley W. Sawyer, et. al., dated August 31, 2016 and recorded in the Kennebec County Registry of Deeds at Book 12465, Page 184;
- (b) to Michele L. Paradis dated October 7, 2016 and recorded in the said Registry of Deeds at Book 12470, Page 3;
- (c) to Jennifer Donnell, dated November 22, 2016 and recorded in said Registry at Book 12487, Page 205;
- (d) to Richard Tingler, dated December 18, 2016 and recorded in said Registry at Book 12497, Page 239.

Meaning and intending to convey a portion of the parcel of land described in a Memorandum of Option from Sumner Lipman LLC to The Kennebec Land Trust, dated September 30, 2015 and recorded in Book 12125, Page 228.

Exhibit 2
Reduced Scale copy of Plan