

CONSERVATION EASEMENT

TIDEWATER, LLC, a Maine limited liability company with its principal place of business in Portland, Maine (hereinafter the "Grantor" which word is intended to include, unless the context clearly indicates otherwise, the above-named Grantor, its successors and assigns and any successors in interest to the Protected Property, and their executors, administrators, personal representatives, heirs, successors and assigns) hereby GRANTS as a gift to the TOWN OF FALMOUTH (hereinafter referred to as the "Town"), with WARRANTY COVENANTS, in perpetuity, the following described Conservation Easement on, over and across the real estate in the Town of Falmouth, County of Cumberland, and State of Maine, described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Protected Property") in accordance with the following terms, covenants, restrictions and affirmative rights.

RECITALS:

1. Recitals. The following recitals more particularly describe the conservation values of the Protected Property and the significance of this grant:
 - (a) the dominant purpose of this Conservation Easement is to provide a significant public benefit by (i) protecting and preserving in perpetuity the natural, open space, scenic, aesthetic and ecological features and values of the Protected Property; (ii) assuring that the Protected Property will be retained forever in its natural undeveloped condition except as otherwise provided herein; (iii) fostering responsible conservation practices while preserving the opportunity for passive outdoor recreation by of the general public to the extent provided herein; (iv) providing for low intensity agricultural, cultural, research and educational uses consistent with and supportive of the approved uses of the adjacent properties; and (v) preventing any use of the Protected Property that will significantly impair or interfere with the conservation values of the Protected Property;
 - (b) Grantor is the sole owner in fee of the Protected Property, most of which remains in an undeveloped and substantially natural condition with significant scenic beauty, and habitat value;
 - (c) land in the Town of Falmouth is subject to increasing development pressures, in particular lands like the Protected Property, which tends to displace critical wildlife habitats, important ecological systems, wetland habitats, public views of scenic vistas and recreational activities;
 - (d) the Protected Property is highly scenic when viewed from public vantage points and offers open space important for low impact outdoor and recreation uses by the general public;
 - (e) the State of Maine has recognized the importance of preserving scenic open space, wildlife habitat and important natural areas in its Constitution at Article IX, Section 8;

(f) Grantor and the Town desire to retain and protect the natural, scenic, and open space and low intensity recreation, agricultural, educational and research values of the Protected Property and thereby assure the Protected Property's availability for scientific, educational, aesthetic, scenic, passive recreational and open space uses and purposes, for scenic enjoyment of the general public by access as limited herein; for the protection of the natural resources, including wetland and wildlife habitat, located on or about the Protected Property; for the maintenance and enhancement of air and water quality on or about the Protected Property; for the uses hereinafter set forth; and

(g) the Grantor and the Town, have the common purpose of conserving the natural, ecological, scenic, and wildlife habitat values of and access to the Protected Property by the general public as limited herein and solely for the limited purposes expressly described herein, by the establishment of a Conservation Easement on the Protected Property.

2. Authority.

(a) this Conservation Easement is created pursuant to the Uniform Conservation Easement Act, Title 33, Maine Revised Statutes, Sections 476-479-B, inclusive, as amended; and

(b) this Conservation Easement is also created pursuant to the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), Title 26 USCA, Section 170(h)(1)-(6) and Section 2255(d), as amended.

TERMS COVENANTS AND RESTRICTIONS

1. Restricted Land Use. The Protected Property may be used for only conservation and the purposes of this Conservation Easement and to the extent specified herein, for low impact outdoor recreation, nature observation, low intensity agricultural, cultural and educational studies and study by Grantor, its invitees, and the general public. Accordingly, Grantor agrees that no residential, commercial, industrial, quarrying or mining activity and no development, building, construction, maintenance or erection of buildings, structures, roads, above or below ground utilities or commercial harvesting of trees will occur on the Protected Property, except as specifically reserved and permitted herein. Without limiting the generality of the foregoing, Exhibit B appended hereto lists specific activities permissible on the Protected Property.

2. Public Outdoor Recreation. Grantor agrees to refrain from prohibiting, preventing, discouraging, or exacting a fee, for access to and use by the general public of the Protected Property on any walking trails developed by Grantor or Town, for traditional daytime, quiet, non-motorized and low impact outdoor recreation, including walking, hiking, bicycling on designated paths, nature observation and study, and any other similar activities determined appropriate by Grantor and Town, subject to all applicable laws, rules and regulations concerning such activities and the limitations hereof, all within areas so designated by the Grantor with the prior consent of the Town. Grantor has the right to permit elderly or disabled persons to use wheelchairs or other appropriate conveyance on any trails designated for handicapped access permitted herein, and Grantor may use vehicles to establish and maintain the walking trails described herein. In furtherance of the foregoing, Grantor agrees to permit

reasonable pedestrian public access to the Protected Property, via any walking trails designated by Grantor that may now or hereafter exist on the Protected Property.

Use of the Protected Property by the public shall be subject to such reasonable rules and regulations as Grantor may impose from time to time in order to serve, preserve or enhance public uses of the Protected Property, and the passive use, conservation and environmental purposes of this Conservation Easement. Grantor has the right to control, limit or prohibit, by posting and other means, any of the following uses: use after sunset and before sunrise, use of alcoholic beverages, handling of refuse and litter, camping, loud activities, use of fires, use of motor vehicles, access by domesticated animals or pets, snowmobiles, bicycles, hunting, trapping, active uses of adjacent waterways including motorized boating and any use that may interfere with or be harmful to other members of the public using the Protected Property, the conservation values of the Protected Property or the quiet use and enjoyment of neighboring property. Grantor agrees to give Town prior written notice of any rules and regulations and the Town may impose and post additional rules, or more restrictive or effective rules and regulations, to the extent reasonably necessary to carry out the purposes of this Conservation Easement and protect the conservation values of the Protected Property.

Grantor and Town acknowledge that restrictions, rules and regulations established to comply with this and other requirements of this Conservation Easement or to implement the purposes of this Conservation Easement may be violated from time to time by members of the public without the knowledge or consent of Grantor or Town. Grantor and Town acknowledge that they will not be able to undertake daily or continuous monitoring to detect or prevent each such violation. Any such violations by a member of the public shall not be deemed a violation by the Grantor of this Conservation Easement, nor create a cause of action under this Conservation Easement against Grantor or Town.

Notwithstanding the intention of this Conservation Easement to provide opportunities for public access, the Grantor and the Town have the right to act to control, by posting or other lawful means, the number of persons who may use the Protected Property or any part thereof at anyone time, and to restrict public access to any portion of the Protected Property other than the walking trails established thereon. Nothing hereunder shall be deemed to dedicate, create or sanction any general public rights of use or access or any rights of the public by prescription or otherwise except to the extent expressly set forth herein, nor any standing to bring an enforcement action hereunder. Only the Town, and not the general public, has the right to enforce this public access provision.

3. Management Plan. Grantor, its successors or assigns shall manage the Protected Property consistent with the terms of this Conservation Easement and that Management Plan to be delivered herewith setting forth certain management details to which Grantor agrees to be bound. The Management Plan may be amended from time to time by the mutual consent of Grantor and the Town without the necessity of recording an amended Conservation Easement, or similar document.

4. Subdivision and Boundary Maintenance. The Protected Property shall remain as an undivided entity under one ownership, and may not be divided, subdivided, partitioned, or

otherwise divided into separate lots. The development rights that would have obtained in the Protected Property without this Conservation Easement are hereby extinguished except as otherwise permitted herein. It is acknowledged that the Protected Property has been surveyed as part of the surrounding and abutting property that will be divided and developed into housing and other commercial uses. Grantor agrees, in such reasonable manner and locations as are requested by Town, to mark and maintain the boundaries of the Protected Property in a manner to permit Town to identify any boundary by an on site visual inspection without additional surveying or instruments.

5. Structures. As of the date of this grant there are no structures on the Protected Property, although the Historic Finks Farm Buildings are located adjacent to the Protected Property. Grantor and Town recognize and agree that the Historic Finks Farm buildings shall be maintained and enhanced for agricultural, educational and cultural purposes, with access thereto from the established roadways. Nothing herein shall be deemed to preclude access to the Historic Finks Farm Buildings by established and approved roadways and both Grantor and Town recognize and agree that the Grantor and/or its successors, assigns, tenants and business invitees may make passive use of the Protected Property anticipated herein for the support and enhancement of the activities conducted at the Historic Finks Farm Buildings. No structures may be located on the Protected Property without the prior written consent of Town, except that Grantor reserves for itself, its successors and assigns, as owner of the Protected Property, the right to install, maintain, improve, repair, relocate and replace from time to time on and under the Protected Property: (a) underground utilities; (b) storm water management facilities including wet and dry retention areas and other drainage facilities; (c) small unlighted signs to indicate the ownership of the Protected Property and the rules and regulations governing public and private use, (d) benches, (e) landscaping fencing, walls, hedges, and other landscaping, as approved from time to time by the Falmouth Planning Board; (f) signage, as approved from time to time by the Falmouth Planning Board (g) trail improvements such as gravel or pavement, hand rails, culverts, walkways and steps; (h) fencing, sheds and other similar structures ancillary to the anticipated agricultural, research and educational uses of the Protected Property, and (i) uses anticipated by the Management Plan; provided that all such structures must be sited and limited in scale appropriately and constructed of a material that reasonably blends with the natural surroundings and complements the natural and scenic features of the landscape in order to preserve substantially the scenic value of the Protected Property. In addition, Grantor may use, maintain, improve, repair, relocate and replace from time to time the roadways serving the Finks Farm Property, any relocation or replacement to occur with the consent of the Falmouth Planning Board.

6. Surface Alterations. No further filling, dumping, excavation or alterations to the surface of the earth are permitted on the Protected Property, without the prior written consent of Town, except that Grantor reserves for itself, its successors and assigns, as owner of the Protected Property, the following rights:

(a) Grantor has the right to alter the surface to the extent necessary or appropriate to further the uses listed herein, to permit the installation of structures as permitted in Paragraph hereof, and to manage vegetation as permitted in Paragraph ; provided that the disturbed surrounding area must be restored as soon as possible to a condition consistent with the

conservation values to be protected by this Conservation Easement, and further provided that surface alterations shall be designed, located and executed to the extent reasonably practicable in a manner to protect wetlands.

(b) Grantor has the right to establish, maintain and relocate additional unpaved footpaths as well as trails designated for elderly and handicapped access, provided that all such activities shall be designed, located and executed to the extent reasonably practicable in a manner to protect wetlands.

(c) Grantor has the right to establish and maintain drainage across the Protected Property from Grantor's adjoining and nearby properties to the extent consistent with the Maine Department of Environmental Protection permits and licenses relating to that property. Nothing in this Conservation Easement should be construed to prohibit any wetland mitigation or drainage activities required or permitted of Grantor under required under any Army Corps of Engineers Permit or State of Maine Department of Environmental Protection Permit.

(d) Grantor has the right to alter the surface of the land in a manner reasonably consistent with the intent to use portions of the Protected Property for agricultural, research, cultural and educational purposes consistent with the approved uses of the Historic Finks Farm Buildings.

7. Vegetation Management. As of the date of this grant, the Protected Property is substantially an open field with areas of natural wetlands. Grantor reserves for itself, its successors and assigns, as owner of the Protected Property, the following rights:

(a) Grantor has the right to alter vegetation to the extent necessary or appropriate to permit the installation of structures and the establishment of surface alterations permitted herein.

(b) Grantor has the right to prune and clear vegetation and to cut and hay the field, and Grantor also has the right to remove dead or diseased trees, vegetation and forest cover, and to clear and restore forest cover and vegetation that is materially damaged by the forces of nature and to implement appropriate measures with respect to such dead, diseased and damaged forest cover and vegetation pursuant to a vegetation management plan acceptable to the Maine Department of Inland Fisheries and Wildlife, or other conservation authority approved by Town, and to landscape and grade the property, and installation and maintenance of approved entrance landscaping (plant materials, fencing, walls, hedges, etc) and signage, all as approved from time to time by the Falmouth Planning Board.

8. Waste Disposal. In order to assure the preservation of the high quality scenic, natural and ecological character of the Protected Property, the following specific restrictions, subject to any more restrictive local, state, and federal laws and regulations, are imposed on the Protected Property:

It is forbidden to discharge, dispose of or store rubbish, black or grey water waste, garbage, debris, unserviceable vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste material on the Protected Property, except that vegetative debris may be left to remain on the Protected Property, and other waste generated by permitted uses on the Protected

Property may be stored temporarily in appropriate containment for removal at reasonable intervals. Users of the Protected Property will be encouraged to carry out their trash.

9. Town's Affirmative Rights. In order to accomplish the purpose of this Conservation Easement, the following affirmative rights (but not the obligation) are conveyed to the Town and to Grantor as well, with respect to the actions of future owners and users of the Protected Property:

(a) Town has the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to require the restoration of the Protected Property to a condition in compliance herewith, after providing Grantor with prior notice and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action. Town may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from natural causes or environmental catastrophe beyond their control or "acts of God" so called, such as, but not limited to, fire, flood, storm, industrial accident, and earth movement, or for the acts of vandals or trespassers, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

(b) Town has the right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use; and the right to require that Grantor's reserved rights be exercised in a manner that avoid unnecessary harm to the conservation values to be protected by this Conservation Easement. Grantor also reserves the right to exercise this right on its own behalf with respect to the actions of future owners and users of the Protected Property.

(c) Town has the right to identify, to preserve and to protect in perpetuity the natural, open space, ecological and aesthetic features and values and the water quality of the Protected Property. Grantor also reserves the right to exercise this right on its own behalf with respect to the actions of future owners and users of the Protected Property.

(d) Town has the right to clear and restore vegetation that is materially damaged or disturbed by the forces of nature and to implement appropriate measures with respect to such dead, diseased and damaged forest cover and other vegetation, after prior written notice to Grantor, and pursuant to a vegetation management plan acceptable to the Maine Department of Inland Fisheries and Wildlife.

10. Costs and Taxes; Indemnification; Immunity.

(a) Grantor is responsible to pay and discharge when due all property taxes and assessments lawfully imposed on the Protected Property and to avoid the imposition of any liens that may impact Town's rights hereunder.

(b) Grantor acknowledges that Town has no possessory rights in the Protected Property, or any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is

responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property, and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless and indemnify the Town, and its officers, directors, agents, and employees from any claims for damages which arise therefrom, except to the extent arising from the negligent act or misconduct of the Town or its assignees, employees or agents in furtherance of its rights and obligations hereunder, or as may rise out of its workers' compensation obligations.

(c) Notwithstanding any public use of the Protected Property and any insurance coverage thereof, neither Grantor nor the Town assume any liability to the general public for accidents, injuries, acts or omissions. This Conservation Easement and any actual or implied permission to enter should not be construed as an invitation or license to the public. This Conservation Easement does not create in the Grantor or the Town, any duty, not otherwise existing, to keep the Protected Property safe for entry or for use by members of the general public for recreational purposes or to give warning of any hazardous condition, use, structure or activity on such premises to persons entering for recreational purposes, or to extend any assurance that the premises are safe for any such purposes, or to make any person entering upon the Protected Property an invitee or licensee to whom a duty of care is owed, or to assume responsibility for or incur liability for any injury to person or property caused by any act of any person or any other cause. Grantor and the Town claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, et seq. as amended and any successor provision thereto and under any similar or other law, and under any other applicable provision of law and equity. Neither Grantor nor the Town assumes any liability to the general public for accidents, injuries, acts or omissions. It is expressly intended that all activities of the Town and the general public entering upon the Protected Property be subject with respect to Grantor and Town, and their respective successors and assigns to the limited liability provisions of Title 14, Maine Revised Statutes, as amended, Section 159-A, or its successor provisions, and in the case of the Town, and its successors and assigns, the Maine Tort Claims Act, Title 14, Maine Revised Statutes, as amended, Sections 8101 et. seq. or any successor provisions.

11. Conservation Easement Requirements.

(a) This Conservation Easement is created pursuant to The Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, Sections 476 through 479-B, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine.

(b) This Conservation Easement is established exclusively for conservation purposes pursuant to the Internal Revenue Code, as amended (hereinafter referred to as the "Code") at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031 (c), 2055 and 2522, and under Treasury Regulations at Title 26 C.R. § 1.170A.14 et seq., as amended.

(c) The Town is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(B), as amended, and is a Qualified Organization under Section 170(h) 3, to wit: a publicly funded, non-profit Code § 501(C)(3) organization operated primarily to accept lands, easements, and property for the purpose of preserving and

protecting natural, scenic, educational, recreational and open space values of real property, having a commitment to protect the conservation purposes of the donation, and the resources to enforce the restrictions hereof. In particular, Town's purposes include (1) promotion for the benefit of the general public of the preservation of natural resources in the Town of Falmouth, including land and wetland resources, the plant and animal life thereon, and special scenic and natural sites;; (2) maintenance of open space areas where the interaction of natural forces and conditions may be studied and to provide preserves for natural growth; and (3) promotion of conservation.

(d) This Conservation Easement is not assignable by Tidewater LLC or by the Town without the express written consent of both entities, provided that nothing herein shall prevent Tidewater LLC from assigning the rights and responsibilities hereunder in connection with any bona fide transfer of the Protected Property. By acceptance of this Conservation Easement, the Town, its successors and assigns, covenant and agree, as real covenants running with the land in perpetuity, not as conditions to this Conservation Easement or as restraints on alienability, (i) that they will hold this Conservation Easement in perpetuity for the purposes for which Town, its successors and assigns, were organized, (ii) that they will not transfer said Conservation Easement, except to an entity able to enforce the rights granted in this Conservation Easement, which entity shall also have purposes similar to that of Town, and which encompass the purposes set forth in this Conservation Easement, (iii) that any such transferee shall satisfy the requirements of Section 170(h)(3) of the Code and shall either be: (a) a charitable organization described in Section 501(c)(3) of the Code and which is publicly supported within the meaning of Section 170(b)(1)(A)(vi) of the Code or Paragraph (2) of Section 509(a) of the Code; (b) a governmental entity described in Section 170(b)(1)(A)(v) of the Code; or (c) a public charity that satisfies the terms of Section 501(c)(3) of the Code and that is controlled by such a government entity or publicly supported organization within the meaning of Paragraph (3) of Section 509(a) of the Code; and such transfer shall not be in exchange for money, other property or services, except for the reimbursement of the costs of such a transfer, and (iv) that they are familiar with the generally existing conditions on the Protected Property, will document the conditions on and monitor the Protected Property at periodic intervals reasonably often hereafter and will make good faith efforts to enforce the provisions hereof. Wherever the term "Town" appears in this Conservation Easement, including the foregoing Covenants, it shall also refer, as appropriate, to any transferee, assignee or successor in interest of the Town to this Conservation Easement.

(e) Grantor has the right to use the Protected Property as collateral to secure the repayment of debt and to secure other obligations, provided that the right of the Town to enforce the terms, restrictions and covenants created under this easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of date. The terms and conditions of this Conservation Easement, and Town's right to enforce them shall be superior to any mortgage or lien, except with respect to Town's right to monetary damages based upon a violation that occurs subsequent to recording of such mortgage or lien and Town agrees to execute limited subordination to this effect to confirm such subordination.

(f) In order to establish the present condition of the Protected Property and its natural and scenic resources so as to be able to monitor properly future uses of the Property and assure

compliance with the terms hereof, Grantor has prepared an inventory of the Property's relevant features and conditions (the "Baseline Data"), and have certified the same as an accurate representation of the conditions of the Protected Property as of the date of this grant.

(g) This Conservation Easement constitutes a property right or easement of the Town. Notwithstanding that this Conservation Easement is an obligation, and not a financial asset, should it be extinguished, which may be accomplished only by court order, Town is entitled to a share of the proceeds of any sale, exchange or involuntary conversion of the unrestricted property, according to Town's proportional interest in the Protected Property as determined by Treasury Regulations 1.170-A-14 (g)(6)(ii). Town's proportional interest is determined as of the date of this grant and will not include value attributable to improvements to the Protected Property made by Grantor after the date of this grant. Town will use such proceeds for its conservation purposes.

12. General Provisions.

(a) Grantor agrees to have this Conservation Easement recorded in the Cumberland County Registry of Deeds. The covenants agreed to and the terms, conditions, restrictions and purposes imposed with this Conservation Easement shall not only be binding upon the Grantor but also its successors and assigns and all other successors to its interests and shall continue as a servitude running in perpetuity with the Protected Property. The Grantor, its successors and assigns agree that the terms, conditions, restrictions, and purposes of this grant will be inserted or incorporated by reference in any subsequent conveyance of any interest in said Protected Property.

(b) The failure or delay of the Town, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription or estoppel.

(c) A person's obligation hereunder as Grantor or successor will cease, with respect to the Protected Property, if and when such person or entity cease to have any present, partial, contingent, collateral or future interest in the Protected Property. Town will execute certificates, certifying the compliance of the Protected Property with the terms of this grant, at Grantor's cost, after an inspection made upon reasonable prior notice.

(d) If uncertainty should arise in the interpretation of this Conservation Easement, judgment should be made in favor of conserving the Protected Property in its natural and scenic state. 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 circumstances shall remain valid.

(e) Any discretionary consent by Town, permitted by this Conservation Easement for uses that are conditional or not expressly reserved by Grantor, and any legally permissible amendment hereto, may be granted only if the Town has determined in its sole and exclusive discretion, that the proposed use furthers or is not inconsistent with the purposes of this

Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement, provided that Town has no right or power to consent to any use that would result in a substantial alteration to the natural resources on the Protected Property, or that would limit the term or terminate this Conservation Easement, or that would impair the qualification of this Conservation Easement or the status of the Town under any applicable laws, including Title 33 M.R.S.A. Section 476 et seq., or Section 170(h) of the Internal Revenue Code. It is acknowledged by the parties that additional lands may be added to the Protected Property by a recorded amendment.

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

IN WITNESS WHEREOF, the said TIDEWATER, LLC, as Grantor, has caused this instrument to be signed and sealed in its name by its Managing Member, David H. Bateman, thereunto duly authorized this 14th day of October, 2005.

WITNESS:

David H. Bateman

TIDEWATER, LLC

By: David H. Bateman
David H. Bateman
Managing Member

ACCEPTANCE BY TOWN: The Town of Falmouth does hereby accept the foregoing Conservation Easement.

WITNESS:

TOWN OF FALMOUTH

[Handwritten Signature]

By: [Handwritten Signature]
Its: Town Manager

STATE OF MAINE
COUNTY OF Cumberland, ss.

November 10, 2005

PERSONALLY APPEARED the above-named John D. Harris,
of Falmouth, and acknowledged the foregoing
instrument to be his/her free act and deed in his/her said capacity and the free act and deed of
John D. Harris.

Before me,

[Handwritten Signature]
Notary Public /Attorney At Law

Ryan J Anderson
Print Name

RYAN J. ANDERSON
NOTARY PUBLIC
State of Maine
My Commission Expires
September 15, 2012

STATE OF MAINE
COUNTY OF Camden, ss.

Oct. 14, 2005

PERSONALLY APPEARED the above-named David H. Bateman
Member of Tidewater, LLC, and acknowledged the foregoing
instrument to be his/her free act and deed in his/her said capacity and the free act and deed of
Tidewater, LLC.

Before me,

[Signature]
Notary Public / Attorney At Law

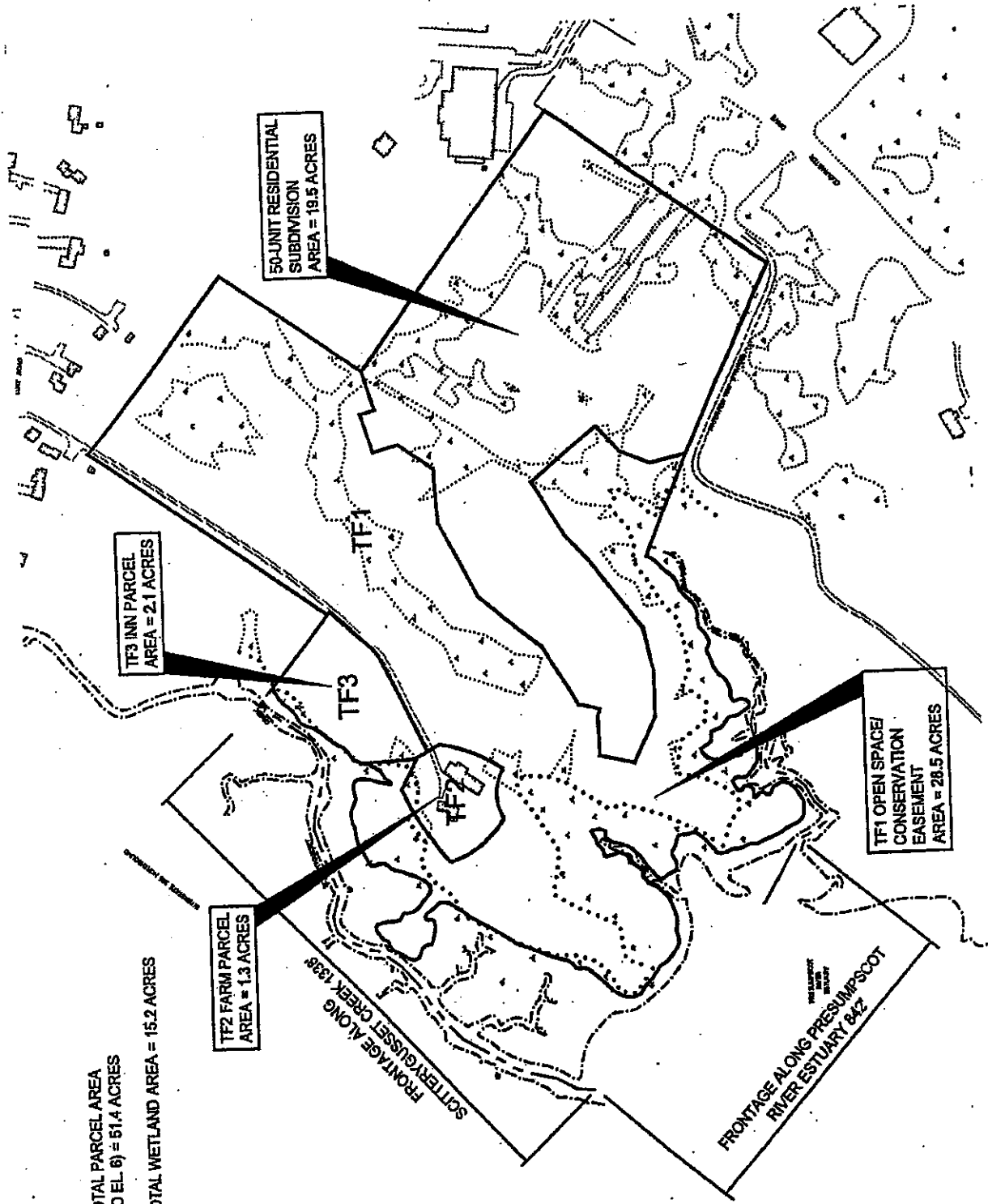
Ronald N. Wood
Print Name

EXHIBIT A TO CONSERVATION EASEMENT

A certain lot or parcel of land, located northwesterly of Clearwater Drive and southwesterly of Lunt Road, in the Town of Falmouth, Cumberland County, Maine and being generally identified as "TF1" on a plan entitled "Tidewater Master Planned Development District" dated April 4, 2005 by Orcutt Associates and DeLuca-Hoffman Associates, Inc., and being a portion of the premises shown on the plan entitled "Tidewater Farm, Falmouth, Maine Final Subdivision Plan" by DeLuca-Hoffman Associates, Inc. recorded in the Cumberland County Registry of Deeds on near of even date herewith.

Together with a right of way for ingress and egress over the roads shown on the subdivision plan.

Received
Recorded Register of Deeds
Oct 18, 2005 12:27:03P
Cumberland County
John B O'Brien



50-UNIT RESIDENTIAL
SUBDIVISION
AREA = 19.5 ACRES

TF3 INN PARCEL
AREA = 2.1 ACRES

TF1 OPEN SPACE/
CONSERVATION
EASEMENT
AREA = 28.5 ACRES

TF2 FARM PARCEL
AREA = 1.3 ACRES

TOTAL PARCEL AREA
(TO EL. 6) = 51.4 ACRES

TOTAL WETLAND AREA = 15.2 ACRES

FRONTAGE ALONG
SOTTERLYGUSSET CREEK 1398

FRONTAGE ALONG PRESUMPSCOT
RIVER ESTUARY 842

Exhibit B

Tidewater Farms -- Permitted Uses

Use of the Protected Property will be limited to uses that are consistent with the vision of the property including on-site agricultural, recreational, arts, cultural, and educational programs and events as follows:

1. Arts and cultural events consistent with the vision including but not limited to concerts, performances, films, public lectures, conferences and symposia, outdoor and indoor exhibitions and installations, and artist residency programs.
2. Educational programs and events, including but not limited to workshops, courses, tours demonstrations, and other educative activities consistent with the vision.
3. Low-intensity agricultural uses (including horticultural, gardening and minimal livestock use) consistent with the property's historic use as a farm, garden, pasture, and orchard including the use of the premise as a demonstration farm as part of a legitimate educational or government program.
4. Public low-intensity, non-motorized recreational activities such as walking, bird watching, and cross country skiing.
5. Fundraising events such as hosting weddings, Farmer's Markets, gala receptions, auctions, seasonal festivals, and other reasonable similar initiatives, any of which could entail appropriate and tasteful temporary indoor and outdoor decorations to support activities and programs consistent with the vision for the property.

Commercial and industrial uses and quarrying or other surface mining activities are prohibited within the common open space.

Any existing structures with the common open space may be maintained and replaced as necessary. New buildings and structures will be limited to those that are consistent with the vision for the property including (i) fences and boundary markers; (ii) benches, walkways, bridges and small interpretive, educational or directional signs; (iii) structures necessary to accomplish art and cultural programs; (iv) agricultural buildings and structures need to support a demonstration farm or other low-intensity agricultural uses; (v) special event overflow parking areas in the open field area; and (vi) temporary tents or structures for scientific, agricultural, artistic, cultural, and educational events, and for fundraising activities.