



Town of Brunswick, Maine
CONSERVATION COMMISSION

85 UNION STREET
BRUNSWICK, ME 04011

CONSERVATION COMMISSION
- AGENDA -
BRUNSWICK TOWN HALL
85 UNION STREET
COUNCIL CHAMBERS
THURSDAY, JANUARY 2, 2020, 4:30 P.M.

1. Call to Order

2. Approval of Minutes

3. Conservation Commission Activities

- a) Goals and Plans for 2020
- b) Matt Panfil - Comprehensive Plan Update
- c) Sawtooth management plan - continue work on draft
- d) Mare Brook planning, BNAS Picnic Pond remediation & work plan reaction

4. Coordination and Communication

- a) Annual Report

5. Other Business

- a) Staff Report
- b) Next Meeting

6. Adjourn

MISSION STATEMENT

The mission of the Brunswick Conservation Commission is to serve the Brunswick community by advocating for conservation values and stewarding our ecologically rich natural communities and open spaces.

OBJECTIVES

The Conservation Commission serves the community of Brunswick by promoting land conservation to benefit Brunswick residents and visitors; fostering the conservation of open space, habitat and ecological values; advocating for the appropriate protection, development, or use of open spaces in town; providing educational outreach to residents on local and regional conservation and ecological issues; coordinating with town departments, committees, and local organizations in support of conservation efforts; and overseeing the management of town-owned conservation lands and interests.

Primary Priorities for 2019:

1. Address regrowth of Fitzgerald Park brush and trees especially the northern part of the parcel.
2. Revisit discussions with the Parks and Recreation Department and continue to be involved in other conservation management activities for Captain Fitzgerald Park, including planning next steps for conservation management and review management.
3. Forward an update on the work the Commission has done at Fitzgerald Park and their hopes for Fitzgerald to the Town Council and the Parks and Recreation Department.
4. Continue to work on targeted invasive species efforts (current efforts: Fitzgerald Park, Furbish Preserve, Western Sawtooth). Revisit the knotweed at Captain Fitzgerald in the early spring.
5. Revisit and review management and stewardship needs and priorities for other town-owned conservation properties, using the Conservation Commission's Inventory for guidance. Regular review of town-owned properties that are not tied to the Recreation Department or other town entities

Ongoing Priorities

1. Conduct scheduled easement monitoring.
2. Follow up with the Council and Town Manager on short-term actions and priorities. Prepare and present the Annual Report.
3. Provide more information to the public regarding the value of open space.
4. Communications with other Brunswick Commissions, and affiliate conservation entities such as BTLT.

REC-1 Management Plan

Western Sawtooth Parcel Goals and Management Principles

Management and Stewardship Vision

The Western Sawtooth Parcel will serve ecological and passive outdoor recreational functions, protecting important natural resources and enhancing the quality of life for local residents and visitors alike. The property will be managed to provide for the protection of the documented rare natural community (Sandplain Grassland) and a valued pitch pine forest, while accommodating passive recreational and trail-based uses.

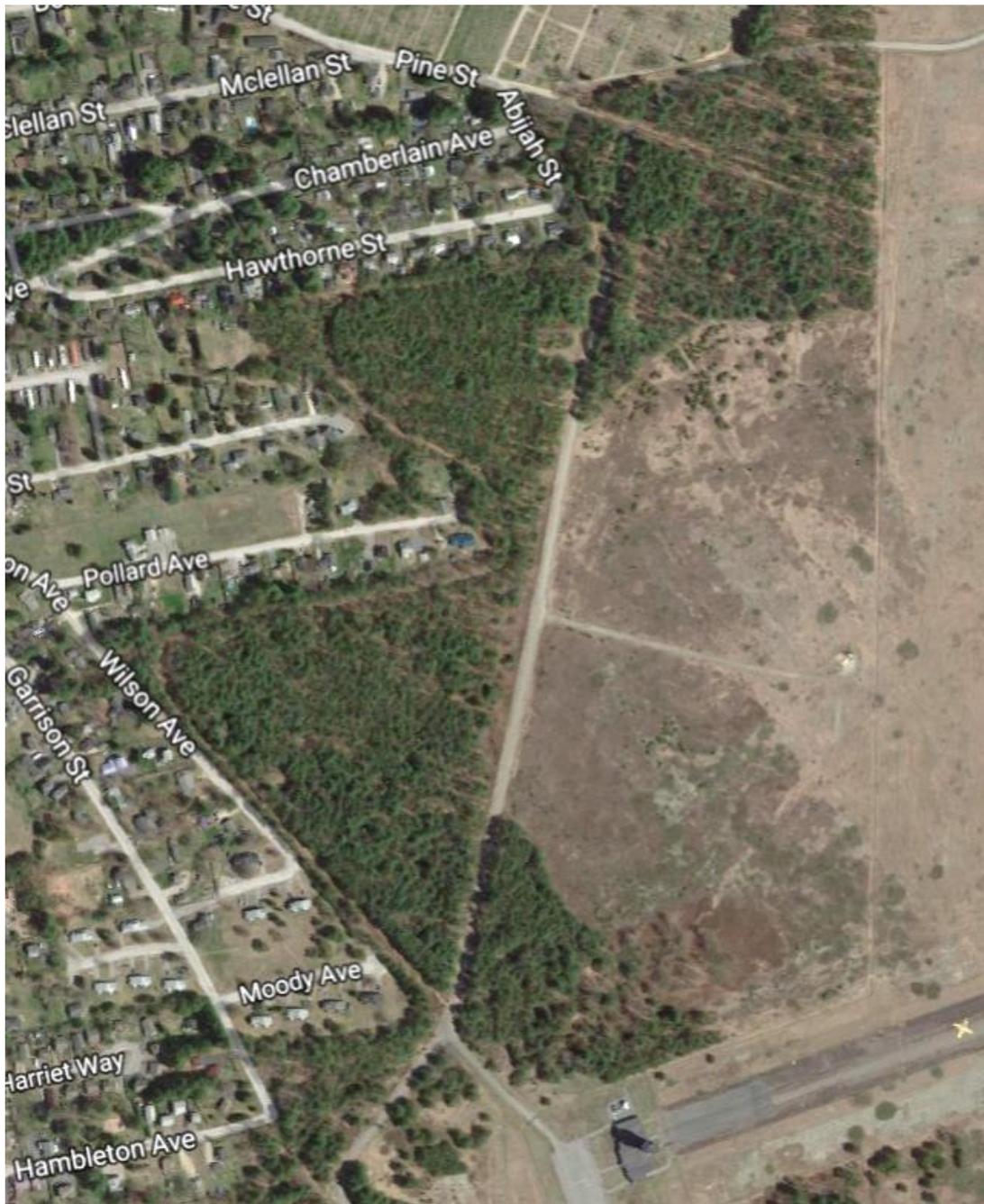
Any signs or structures must impart a sense of appreciation for the resources shared and stewarded, welcoming users and advocating low-impact recreation practices. These materials could also educate users about the natural community and its management. Site improvements will be designed to minimize environmental and habitat impacts while allowing appropriate public access and passive recreation activities, including trail connections with the surrounding properties.

The site's ecological management approach will be periodically re-assessed **BY?** to ensure that the goals of maintaining the important plant and animal species and overall habitat types are being met. **Ecological management considerations will continue to be explored BY?** in cooperation with appropriate town departments, abutting property owners, and governmental and non-governmental partners.

The overarching vision of this plan is that the Western Sawtooth Parcel will be retained as a conservation property with trail and low-impact passive recreation access, and as a property whose protection and management helps to maintain one of the town's rare natural communities.

Purpose

The primary purpose of the Western Sawtooth Parcel Recreation, Trails and Open Space Management Plan is to guide the management of the property in a manner that protects its natural and cultural resources in perpetuity and provides passive recreational and educational opportunities. These goals and management principles are intended to direct future management of the Western Sawtooth Parcel.



Management Goals

Management goals for the Town of Brunswick Western Sawtooth Parcel public benefit conveyance lands are to:

- Manage and conserve the identified critically-imperiled natural community (sandplain grassland) and important natural resources (pitch pine forest) of the Western Sawtooth property in perpetuity; and

- Provide and manage passive recreation use and trail resources on the Western Sawtooth property, to enhance the quality of life in the Greater Brunswick area.

Cultural and Historical Significance

To our knowledge, this site has no mapped archaeologically sensitive sites. It is clear that the pitch pine forest along the western, or “sawtooth” side was planted. The trees are of uniform size and, in places, they are set in rows. Their age suggests planting during the early stages of the US Naval Air Station. Further research could be done on this forest.

Natural and Ecological Resources

The property is 60-70% forest cover, while remaining land is overgrown field. The property contains both Pitch Pine Heath Barren and successional shrubland/ Sandplain Grassland. Sand plain appears to be predominantly grasses with lowbush blueberry, some patches of small shrubs and wildflowers, and scattered small pitch pine; the area is contiguous with maintained grassland surrounding abutting airfield. The pine barren contains predominantly pitch pine with white pine, some red oak and maple, some mixed hardwood trees colonizing from western edge (grey birch, locust, etc), and an extensive area of bittersweet along the western/outer woods road. Western pine barren sections are entirely enclosed with chain link/barb wire fencing, with two gated access points.

The Western Sawtooth Recreation and Conservation Area is situated on sand deposits that were associated with braided stream and braided delta environments that formed following the retreat of the last ice sheet approximately 12,000 years ago. During this time, part of the Androscoggin River flowed to Thomas Bay on the New Meadows River. These deposits are typically located adjacent to larger sand deposits associated with marine deltas that are found throughout Brunswick, most visibly at the former Brunswick Naval Air Station.

These unique sand deposits are now associated with a rare natural community known as *Little Bluestem- Blueberry Sandplain Grassland*. A natural community is an assemblage of interacting plants and animals and their common environment and includes all of the plants and animals in a particular physical setting as well as the setting itself. The Maine Natural Areas Program ranks the rarity of natural communities and lists the *Little Bluestem- Blueberry Sandplain Grassland* as an S1 community, meaning it is critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation.

Grassland barrens were more common in southern Maine historically, but most sites that might have supported this community have either been developed or have transitioned to other types due to lack of fire. Fire, either due to natural causes or intentionally set by Native Americans, was a historically important aspect of this natural community and modern fire suppression has resulted in incursions by white pine and red oak. Prescribed fire is used by The Nature Conservancy to manage grassland communities associated with the Kennebunk Plains Preserve and a similar system of management would be appropriate for the The Western Sawtooth, Recreation and Conservation Area grasslands.

Little Bluestem- Blueberry Sandplain Grassland communities can include several rare plants, including clothed sedge, dry land sedge, northern blazing star, upright bindweed, and white-topped aster. Nesting habitat for several rare ground nesting grassland birds also potentially occurs, including grasshopper sparrow, upland sandpiper, and short-eared owl. These open grasslands may also provide excellent habitat for a rare snake, the northern black racer. Rare butterflies can include cobweb skippers, dusted skippers, and coral hairstreaks. Few surveys for rare species, however, have been done on the The Western Sawtooth Recreation and Conservation Area site, **and such work should be part of the ongoing management of this site**

Due to its sandy soils, The Western Sawtooth Recreation and Conservation Area does not include wetlands, vernal pools, or other unique or regulated natural resources. The *Little Bluestem- Blueberry Sandplain Grassland* community, however, is of conservation concern to multiple State agencies and several non-profit conservation organizations. The site, with its easy access, also represents a unique educational opportunity for area schools as well as regional colleges and universities.

In addition to incursions by white pine and red oak, The Western Sawtooth Recreation and Conservation Area has also been colonized by several invasive plant species, including Japanese honeysuckle and bittersweet. At this time, invasive species are not yet abundant (**except for the bittersweet along the western fence**), which affords an opportunity to control or eradicate them before they become dominant on the site.

In addition, there is evidence of hawks and turkeys present on site.

1

Surficial Geologic Map of the Brunswick Quadrangle, Maine, by Thomas K. Weddle, Maine

Geological Survey. 2001.

2

Gawler, S. and A. Cutko. 2010. Natural Landscapes of Maine: A Guide to Natural Communities and Ecosystems. Maine Natural Areas Program, Maine Department of Conservation, Augusta, Maine.

March 9, 2015

Trails

The Western Sawtooth Parcel is well accessed by both a paved road running north/south through the property, and a perimeter **dirt** road that zig-zags along the western edge. These existing roads from the former BNAS have the potential to provide trail access within the envisioned Perimeter Trail System around all of Brunswick Landing. There is currently no area to serve for parking on the Western Sawtooth Parcel, and no parking to serve the site is proposed.

The paved road in part marks a line between a mature stand of pitch pine forest to the west and the overgrown field abutting the air field to the east, with access currently closed off at either end by gate/chainlink fence. The pavement is in fair condition and suitable as a multi-use trail. Future need for repaving may need to be considered if conditions for trail or emergency access use become an issue.

The perimeter road is unpaved and follows the western border through the pitch pine forest, connecting with the paved road at the north and south ends of the property. Neighboring houses are visible from this road in many places, but the entire road is separated from abutting properties by the existing chainlink fence. **Currently, though the fence closes off any access from the neighborhoods, there are unofficial openings fashioned into the fence in a number of places. As this fence ages and fails, the town should remove it, but that should not come as a surprise to the abutting neighbors.**

The road base seems well constructed and should serve well as a trail suitable for pedestrian and some bicycle use (not paved), and for non-motorized winter recreation.

A conceptual plan has been developed to create **and maintain** a Perimeter Trail System around the perimeter of the entire contiguous land of the former BNAS property. **Some of this trail exists currently.** This trail **will** be developed on Town of Brunswick, Bowdoin College, and MRRA properties, using both some of the existing perimeter road from the former BNAS facilities as well as some new trail segments. The perimeter trail **will also** connect to the proposed trail system at the Kate Furbish Preserve at the southern end, and to future connections to the Androscoggin Bike Trail and trail system associated with the Town Common area on Harpswell Road. These trails will be planned and developed in phases, with cooperation from the three major property owners and other community abutters. The Western Sawtooth Parcel would likely serve as an important connector with the proposed Perimeter Trail and other noted trails in the area.

Management Priorities and Recommendations

Specific Natural Resource Concerns

Sandplain Grassland and Pitch Pine Forest Management Goals

- Restore and maintain open field
- Maintain healthy stand of pitch pine

Managing the *Little Bluestem- Blueberry Sandplain Grassland* Natural Community

- Manage the natural community to provide a mix of habitats, including scattered pitch pine and patches of shrubs within a matrix of grasslands and blueberries

Manage the natural community primarily through the use of controlled burns **and annual mowing**.

- o Coordinate controlled burns with the MRRA, Maine Forest Service, The Nature Conservancy, the Brunswick Parks and Recreation Department and the Brunswick Conservation Commission, the Brunswick Fire Department, the Brunswick Police Department and MaineDOT

- o Don't burn the entire area all at once to ensure refuges for plants and animals in unburned areas

- o Burn when fuel loads are adequate to maintain desired fire conditions

- o Monitor post- burn responses in the plant community and use this information to plan future controlled burns

- o Development of the site should consider fire management logistics, based on recommendations from the Brunswick Fire Department, Maine Forest Service, and The Nature Conservancy, including vehicle access and sources of water Remove trees not associated with the natural community type, including white pine, gray birch and red oak.
- o Permit applications for any proposed development will require surveys for rare, threatened, or endangered species using inventory methods approved by the Maine Department of Inland Fisheries and Wildlife and the Maine Natural Areas Program



March 9, 2015 Burn at Captain Fitzgerald Park

Habitat for Rare, Threatened, or Endangered Species or Species of Special Concern

- Surveys are seasonally- dependent and most should be conducted during the summer growing season;
- Volunteers may be interested in conducting surveys, potentially under the oversight of the Brunswick Conservation Commission;
- Surveys could potentially be conducted by academic institutions, such as Bowdoin College, for educational or research purposes;
- The Brunswick Conservation Commission, working in cooperation with the Maine Department of Inland Fisheries and Wildlife and the Maine Natural Areas Program, could maintain a list of potential rare, threatened, or endangered species and species of special concern

Habitat for Breeding Birds

- The site's popularity as a birding destination is rapidly growing due to ease of access and unique breeding birds associated with the grassland community
- A list of known breeding birds should be developed and made available to interested birders

- The Town of Brunswick could publicize the site as a birding destination on Town websites
- Local groups may be interested in organizing and leading annual birding trips to the site



- Breeding birds are sensitive to intensive human activities during the nesting season, particularly if the activity generates significant noise (e.g., ATV use), and recreational use planning should consider limits on certain activities

Invasive Species Management

- Invasive species already exist on the site, bittersweet, in particular, but have not been formally inventoried;
- The location of invasive species should be monitored on an annual basis:
- The Town of Brunswick should develop an invasive species control best management practices document to guide eradication or control efforts;
- Invasive species control measures should be a short- term priority to avoid further establishment.

Natural Resource Management Partners

The following are governmental and non- governmental partners and their roles with respect to management of the natural community present on the Western Sawtooth Recreation and Conservation Area.

The Brunswick Parks and Recreation Department and/or Midcoast Regional Redevelopment Authority: As the department tasked with overseeing the site and administering funds related to property management, this department is a key partner. Its responsibilities include coordination of site management activities, including coordinating controlled burns with management partners.

Brunswick Conservation Commission: Oversight of plan implementation regarding natural resources; conduct or supervise inventories for rare, threatened, or endangered species, species of special concern, or invasive species; oversee invasive species eradication or control efforts.

Brunswick Fire Department: Expertise regarding planning and execution of controlled burns.

Maine Forest Service: Expertise regarding planning and execution of controlled burns.

The Nature Conservancy: Expertise regarding planning and execution of controlled burns.

Maine Department of Inland Fisheries and Wildlife: The Department has conducted surveys for rare butterflies and may conduct future inventories for rare, threatened, or endangered species or species of special concern; the Department would also specify survey methodologies to use for rare species in support of any development permit applications.

Maine Natural Areas Program: The Maine Natural Areas Program has conducted limited surveys for rare plants and may conduct future inventories for rare, threatened, or endangered plants; the Program would also specify survey methodologies to use for rare plants in support of any development permit applications.

Bowdoin College: Potential partner for rare species inventories.

Invasive Species

- There is an extensive and well-established infestation of Bittersweet (latin name) along much of the western edge of the property, along the perimeter road. It appears the road itself has become a sort of a boundary line for the encroaching vines, as little of the bittersweet has crossed beyond the road into the pitch pine forest. The likelihood of effectively removing the bittersweet stand (due to its origination on private property) is very low, but with annual maintenance, it may be quite possible to keep the bittersweet from

crossing the roadway and advancing into the pitch pine forest. It is recommended to remove bittersweet growing inside the perimeter road on the property by hand cutting vines down to their base, and cutting or mowing shoots that grow within the perimeter road; bittersweet growth on the west side of the perimeter road may be left. **The Conservation Commission last did this work during the summer of '18.**

- Honeysuckle (**latin name**) is also present on the eastern portion of the property in the open field area and along the paved road. These shrubs can be hand cut for removal, and possible mowing associated with maintaining the open field.
- Whenever other invasive plant species are encountered during trail or property management activities, locations should be recorded and stands treated as conditions allow.

Habitat Restoration

The overgrown field on the Western Sawtooth Parcel was formerly maintained as part of the airport function and safety, but has not been maintained (mowed) since the Town acquired the property. As such a rare habitat type, this neglected portion of the larger open field area should be restored to grassland and annually maintained consistent with the maintenance of the abutting field, in order to best support the plant and animal types associated with Sandplain Grassland. The initial restoration of the field, including shrub removal and mowing, and the ongoing maintenance of the field, should be considered for possible opportunities to partner with the maintenance of the abutting airport field.

Public Access

Public Access to the Western Sawtooth Parcel and trails would be via abutting Bowdoin College property, and would be coordinated with Bowdoin College in terms of hours of use and any conditions for allowing access to trails. No access is proposed from the neighborhood to the west, until such time that the neighbors are in favor of removing the existing perimeter fencing to allow pedestrian connections.

Recreation Trails Layout and Use

No additional trails or trail segments are recommended, only the existing former roads shall be maintained for trail use, other than incidental trail connections needed for off-property access. The paved road should be maintained as a paved, multi-use (shared-use) trail. The perimeter road should be maintained as an unpaved trail for use by pedestrians, mountain bikes, and for non-motorized winter recreation.

Uses and Management Issues

Motorized Recreation

Motorized recreation vehicles are **ONLY** allowed on the property for management, emergency or maintenance activities. Access is not allowed for ATV's, snowmobiles and golf carts.

Bicycles

Bicycles will be allowed on the property's trails, though the perimeter trail will not be specifically maintained for road bicycles (versus mountain bikes).

Dogs

Dogs will be allowed on leash only as per town and state laws and ordinances. Dog owners must pick up after their dogs. **Staff and volunteer stewards will educate dog owners about the importance of picking up after their dogs.** Removing dog waste will minimize adverse habitat impacts and make this property more enjoyable for other recreational users. Dogs should remain leashed and not allowed to run in the open areas.

Hunting and Trapping

Due to the proximity of the dense neighborhoods to the west, hunting and trapping will not be permitted on the Western Sawtooth Parcel.

Horses

No horses allowed.

Camping

Camping and campfires are prohibited on the Western Sawtooth Parcel. Any fire rings found will be dismantled and "Kindle No Fires" signs will be posted. "No Camping" signs will be posted if illegal camping becomes a problem.

Hours of Operation

[??]

Fencing

The overall goal for much of the former BNAS properties is to remove the fencing to allow both wildlife and residents access. However, as removing the fencing is not considered a high priority for the Western Sawtooth Parcel, the property's surrounding fencing should not be removed until such time as the abutters – including the neighborhood to the west, Bowdoin College to the north/south, and the Executive Airport to the east – are in agreement with its removal. As sections of fence are removed, abutters/neighbors would also have option of erecting a fence on their

own property. Where necessary, signs would be erected asking the public to respect private property.

Signage

Ensuring proper signage for directing and instructing users, displaying park rules and to clearly mark trail locations will be provided as needed to support the management objectives for the Western Sawtooth Parcel.

Trash

Trash will be managed with the “carry-in, carry-out” practice. All trash brought into the Western Sawtooth Parcel or created by uses in the Western Sawtooth Parcel must be carried out.

Native trees and vegetation

Support and maintenance of natural processes is a primary goal of Kate Furbish Preserve property. Staff and volunteer stewards should not cut trees in Kate Furbish Preserve simply because they are dead. Dead snags support multiple species of wildlife and birds and should be left standing. Dead snags should only be cut if there is a compelling reason related to the safety of visitors.

Similarly, fallen trees should generally be left intact on the ground to support decomposition processes and replenish the soil. Only sections of fallen trees or vegetation blocking trails should be cut. Removed sections should be carried to a location not readily apparent to recreational trail users. In general, vegetation should not be removed to create vistas or unencumbered views. The views are already outstanding. Additional clearing of vegetation could degrade the natural environment of Kate Furbish Preserve and the biological integrity of the shorefront.

Structures

Unauthorized temporary or permanent structures are not permitted in the Western Sawtooth Parcel. Memorials, unauthorized signs and posters, tree houses, forts and deer stands are examples of structures not permitted. Stewards should remove any unauthorized structures.

Vandalism

Minimize vandalism by using staff and volunteer stewards to conduct routine patrols, report problems to the Police Department, the Department of Parks and Recreation or volunteer stewards. Evidence of vandalism should be promptly eliminated. Parks and Recreation staff and volunteer stewards will make a concerted effort to educate the public about respectful use of the Preserve.

Baseline inventories

The Brunswick Conservation Commission may conduct baseline inventories to understand the natural resource values of the property and maintain data collected in a format readily viewable by interested staff and residents.

Monitoring and Evaluation

Annual inspections and reporting requirements

Properties will be inspected **annually** for indication of trespass, natural damage, safety hazards, environmental impacts, boundary infringements, and other issues. A written record of the inspection will be kept on file. If management problems are identified, the **Conservation Commission** will develop a plan for addressing these problems in a timely manner, **in coordination with the Planning Department and Department of Parks and Recreation.**

Boundary Marking

Nearly all of the boundaries on Western Sawtooth Parcel have been posted by the Navy. The boundary of the property should be monitored yearly to check for violations and to make sure the boundary signs are intact. The boundary should be brushed and re-signed **every five years** as necessary.

Updating and Amending the Recreation, Trails and Open Space Management Plan

The Management Plan is a living document that will need to be amended to ensure proper management of the lands over the long-term. The Department of Parks and Recreation with input from the Conservation and Recreations Commissions will be responsible for making recommendations for amendments to the plan. Amendments to the plan should be vetted through a public process with final approval on amendments to be made by the Town Council.

DLN: 1001940083230

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS, that MAINE GRAVEL SERVICES, INC., a Maine Corporation with a mailing address of PO Box 17856, Portland, Maine 04112 ("Grantor"), QUITCLAIMS unto THE TOWN OF BRUNSWICK, a municipality of the State of Maine, with a mailing address of 85 Union Street, Brunswick, Maine 04011, those certain parcels of real property, with the improvements thereon, located in the Town of Brunswick, Cumberland County, Maine and more particularly set forth in the attached Exhibit A.

Meaning and intending to convey hereby those parcels subject to the terms of a Donation Agreement of even or recent date between Grantor and Grantee, pursuant to which the Town of Brunswick agrees to use the parcels for public recreational purposes, subject to certain specific exceptions set forth therein.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 26th day of December 2019.

WITNESS:



MAINE GRAVEL SERVICES, INC.

By:


Theodore D. Crooker, Its Treasurer

STATE OF MAINE
COUNTY OF CUMBERLAND, SS

December 26 2019

Then personally appeared the above-named Theodore D. Crooker, as Treasurer of Maine Gravel Services, Inc., and acknowledged before me the foregoing instrument to be his free act and deed in his capacity and the free act and deed of Maine Gravel Services, Inc.

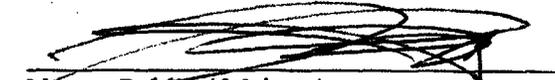

~~Notary Public~~ / Maine Attorney at Law
Print Name: Richard N. Brennan, Esq.
Commission Expires: _____
(Affix Notarial Seal)

Exhibit A
Legal Description

Those certain lots or parcels of land, with the improvements thereon, shown on **Brunswick Tax Map 48** in effect as of December 2019 as **Lots 22, 25, 28, 29 and 31**. Historical legal descriptions are provided below for the convenience of abstracting title:

Map 48 Lot 29

A certain lot or parcel of land situated in Brunswick, County of Cumberland; being a portion of so called lot 9A indicated on plan 14/55, Sheet No. 49 of the 1964 Assessors Tax Map, Brunswick, Maine bounded and described as follows:

Beginning at a hub located on northerly sideline of Central Maine Power Company right of way; thence northeasterly a distance of twelve hundred and eighty seven (1287) feet more or less to a pipe, along land of U. S. Navy; thence southeasterly a distance of eight hundred (800) feet more or less, along land of now or formerly of H. C. Crooker, to a point on northerly sideline of Central Maine Power Company right of way; said point being fourteen hundred and sixty two (1462) feet more or less easterly of point of beginning, thence westerly along northerly sideline of said Central Maine Power Company right of way a distance of fourteen hundred sixty two (1462) feet more or less to a hub, being the point of beginning.

Meaning and intending to convey approximately twelve (12) acres of which there are approximately three (3) acres existing above the water table.

Excepting and reserving from the above to Blue Rock Industries, Inc., its successors and assigns, a right of way across the premises herein conveyed to other land of now or formerly of Blue Rock Industries, Inc. lying southerly of the Central Maine Power pole line and as a condition of this conveyance the grantee herein agrees to construct a road across the property herein conveyed which will provide access from the retained property now or formerly of said Blue Rock Industries, Inc. to the Kings Highway as it existed on October 9, 1969 on other property of the grantee, which land is east of the conveyed property herein. The right of way reserved herein shall be two (2) rods in width and the obligations of this reservation and condition shall be binding upon the successors and assigns of Blue Rock Industries, Inc. and the grantee.

Reference is made to a Corrective Release Deed from Crooker Construction, LLC to Maine Gravel Services, Inc. dated December 16, 2019 to be recorded in the Cumberland County Registry of Deeds.

Map 48, Lot 31

A certain lot or parcel of land situated in Brunswick, Cumberland County, State of Maine, more particularly described as follows:

Beginning at an iron pipe found driven into the earth at the most easterly corner of land conveyed to John E. and Shirley F. Dysart June 13, 1975, by deed of Carl D. Robinson recorded in the Cumberland County Registry of Deeds Book 3697 Page 278;

Thence South 39° 33' 15" East 1188.50 feet along land now or formerly of Leona Rines and land now or formerly of Harry C. Crooker to an iron pipe found driven into the earth at the northerly corner of land conveyed to the United States of America June 4, 1957 by deed of Carl D. Robinson recorded in Book 2355 of Page 437;

Thence South 53° 51' 40" West 557.44 feet along said land to an iron pipe found driven into the earth at the westerly corner thereof;

Thence North 39° 19' 30" West 1330 feet along land conveyed to Hollis A. Bailey February 6, 1958 by deed of Annie D. Powers recorded in Book 2394 at Page 337;

Thence North 59° 49' 03" East to the southwesterly line of land conveyed to Dysart aforesaid;

Thence South 39° 33' 15" East 93 feet along said Dysart land to an iron pipe found driven into the earth at the southerly corner thereof;

Thence North 57° 12' East 200 feet along said Dysart to the point of beginning.

ALSO conveying an easement 50 feet in width from the Old Bath Road to the parcel herein conveyed, said easement bounded on the northeast by land now or formerly of Dysart aforesaid.

ALSO a certain lot or parcel of land situated on the easterly side of Old Bath Road, in the Town of Brunswick, County of Cumberland and State of Maine, more particularly bounded and described as follows:

Beginning at a point at the northwest corner of land now or formerly of Hollis A. Bailey;

Thence running South 39° 19' 30" East a distance of 200.00 feet to a point and the place of beginning of the parcel herein described;

Thence running North 57° 10' 57" East a distance of 303.20 feet to a point and the southerly sideline of a right of way 50 feet wide;

Thence running South 39° 33' 15" East along the southerly sideline of the said right of way a distance of 362.64 feet to a point;

Thence miming South 59° 49' 03" West a distance of 306.59 feet to a point and land of the said Bailey;

Thence running North 39° 19' 30" West along land of the said Bailey a distance of 363.33 feet, to a point and the place of beginning.

The above described parcel contains 107,310 square feet or 2.46 acres more or less.

ALSO including title to the following strip of land to serve as access to the above parcel and other land now or formerly of W.W. Nichols, Inc.:

Beginning at a point at the southwest corner of land now or formerly of John E. and Shirley F. Dysart;

Thence running South 39° 33' 15" East along land of the said Dysart a distance of 564.97 feet to a point;

Thence running South 59° 49' 03" West a distance of 50.68 feet to a point;

Thence running North 39° 33' 15" West a distance of 562.64 feet to a point and the easterly sideline of Old Bath Road, so called;

Thence running North 57° 12' 00" East along the easterly sideline of Old Bath Road a distance of 50.53 feet to the point of beginning.

The above described right of way contains 28,190 square feet or 0.65 acres, more or less.

Reference is also made to Subdivision for W.W. Nichols, Inc., by Harpswell Engineering & Surveying dated July 8, 1988, recorded in Cumberland County Registry of Deeds in Book 203 at Page 611.

EXCEPTING that portion conveyed to Robert A. Moulton, Sr. and Elizabeth Moulton by deed dated April 2, 2014 and recorded in said Registry in Book 31425, Page 211 and subject to the right-of-way granted therein.

Reference is made to a deed from W. W. Nichols, Inc. to Maine Gravel Services, Inc. dated October 2, 2003 and recorded in Book 20633, Page 121;

Map 48, Lot 22

A certain lot or parcel of land, together with all buildings located thereon, in Brunswick, County of Cumberland and State of Maine, bounded and described as follows, to wit:

Beginning at an iron stake driven into the ground on the southerly side of the Old Bath Road, so called, said point being the northwest corner of the land herein described and the northeast corner of land now or formerly owned by Harry C. Crooker and conveyed to Harry C. Crooker, in Volume 2312, Page 62 of the Cumberland County Registry of Deeds; thence, in a generally southerly direction thirteen hundred feet (1300') to an iron pin driven into the ground, said line being the westerly boundary of the within described property and the easterly boundaries of land now or formerly owned by Harry C. Crooker, Marion A. Crooker and Lewis Alexander; thence east at a ninety degree (90°) angle to the last mentioned bound two hundred seventy-eight feet (278') more or less, to an iron pin driven into the ground; thence, in a generally northerly

direction and at a ninety degree (90°) angle to the last mentioned bound one thousand seventy feet (1070') by and along the easterly line of the within described property and the westerly line of land now or formerly of Albert and Ester Milne to the southerly side of the Old Bath Road, so called; thence by and along the southerly sideline of the Old Bath Road, so called, three hundred fifty feet (350') more or less, to the point of beginning.

Reference it made to a deed from Franklin T. Crooker and Theodore D. Crooker to Maine Gravel Services, Inc. dated March 6, 1987 and recorded in Book 7706, Page 168;

Map 48, Lot 25

[NOTE: The accurate legal description for the land conveyed as Brunswick Tax Map 48, Lot 25 may be less than the historical description provided below]

Certain lots or parcels of land, in Brunswick in the County of Cumberland and State of Maine, being more particularly described as follows:

PARCEL 1: A certain lot or parcel of land together with the buildings thereon, situated in Brunswick, in the County of Cumberland and State of Maine, bounded and described as follows, to wit:

On the north by the State Road, so called, from Brunswick to Bath; on the east by the Kitchen lot, so called; on the south by land now or formerly of Henry Dutton; on the west by land now or formerly of Henry Dutton, containing about two and one half (2 1/2) acres, after a strip sold by George A. Storer, et al., to Levi Preble by deed dated August 4, 1900 and recorded in the Cumberland County Registry of Deeds in Book 692, Page 414 and which strip is hereby reserved.

PARCEL 2: Also another certain lot or parcel of land situated in said Brunswick, and bounded and described as follows:

On the west by land formerly owned by George W. Rideout; on the south by land now or formerly of Winchell Hunter; on the east by land now or formerly of Levi Davis; on the north by the highway leading from Bath to Brunswick.

EXCLUDING AND RESERVING from the above described premises a certain lot or parcel of land situated in Brunswick, in the County of Cumberland and State of Maine, bounded and described as follows, to wit: Beginning at a stake on the southeasterly edge of the Old Brunswick Road, so called, which formerly marked the westerly boundary of property owned by J. R. Duncan; thence running in a general northeasterly direction along the edge of said Old Brunswick Road a distance of one hundred fifty (150) feet to a stake in the ground; thence running in a general southeasterly direction a distance of two hundred ninety (290) feet to a stake in the ground; thence running in a general southwesterly direction a distance of one hundred fifty (150) feet to a stake in the ground at land formerly of said Duncan; thence running in a northwesterly direction along land formerly of said Duncan a distance of two hundred ninety (290) feet to a stake in the ground and the point of beginning.

ALSO EXCEPTING LAND conveyed by James R. Duncan and Jeannette P. Duncan to the State of Maine on April 15, 1969, recorded in Book 3111, Page 284, in the Cumberland County Registry of Deeds and SUBJECT TO the easements set forth therein.

Reference is made to a deed from Franklin T. Crooker and Theodore D. Crooker to Maine Gravel Services, Inc. dated March 6, 1987 and recorded in Book 7706, Page 170.

Map 48, Lot 28

Certain lots or parcels of land situated in Brunswick, County of Cumberland and State of Maine, bounded and described as follows:

PARCEL I

A certain lot or parcel of land, situated in said Brunswick, bounded and described as follows:

BEGINNING in the northerly line of land conveyed by George A. Storer and Coolige J. Grover to Cyrus F. Peterson, by deed dated January 2, 1889, and recorded in the Cumberland County Registry of Deeds in Book 556, Page 166, at a point marked by an iron rod set in the ground near three spotted willow trees; thence running southerly by said trees and a spotted oak tree, and an old wall, to the end of the wall; thence westerly two rods by a fence; thence southerly by a fence to a spotted hemlock tree in the southerly line of the land above referred to; thence westerly by land of Gorham Rogers, formerly of Saloma Snow and land of Rufus Groves to a stone set in the ground on the east side of a wood road; thence northerly by the east side of a wood road to a stone set in the ground at the southerly line of land of one Hunter; and thence easterly by said Hunter's land and other land formerly of Peterson to the point begun at.

PARCEL II

A certain lot or parcel of land situated in said Brunswick, bounded and described as follows:

BEGINNING at the Southwest corner of land of William Grows and running westerly by land formerly of George Rideout one hundred and twenty-one rods, more or less, to a stake and stones; thence northerly by land of owners unknown forty-five rods, more or less, to land of Darius Gatchell; thence easterly by land of said Gatchell and said Rideout one hundred and twenty-one rods, more or less, to land of said William Grows; thence southerly by said Grows land forty-five (45) rods, more or less, to the place of beginning.

But excepting from the same and not including in the within conveyance those two certain parcels heretofore conveyed by Hollis E. Driscoll to Winona G. Pottle (Cumberland County Registry of Deeds Book 2094, Page 380) and to one Harmon Alexander (Cumberland County Registry of Deeds Book 1728, Page 126).

PARCEL III

A certain lot or parcel of land together with all the buildings thereon, situated in said Brunswick, on the west side of the road leading from the Old Bath Road to the new U.S. Highway #1 leading from Bath to Brunswick, said road being entered into on the south side of the Old Bath Road, so-called, at the property now or formerly of George Watson, bounded and described as follows:

BEGINNING at the northeasterly corner thereof in the southerly line of land formerly of George Rideout; thence southerly 10 rods by said to a stake and stones; thence westerly 32 rods by the land formerly of Hollis E. Driscoll, later of Marion A. Crooker to a stake and stones; thence northerly 10 rods by other land now or formerly of Marion A. Crooker to a stake and stones in the southerly line of land formerly of Darius Getchell or George Rideout; thence easterly by land of said Darius Getchell or George Rideout 32 rods to point of beginning.

PARCEL IV

A certain lot or parcel of land, with the buildings thereon, situated in Brunswick, being bounded and described as follows:

BEGINNING at a stone set in the ground at a point seventeen and one-half (17 1/2) rods distant from the easterly side of the Bath Road leading to Cook's Corner; thence in a southeasterly direction along land now or formerly of Henry Dutton and land now or formerly of Charles E. Hacker to the Trotting Park Road; thence in a southerly direction along said Trotting Park Road to land now or formerly of Rufus Groves; thence in a northwesterly direction along land formerly of said Rufus Groves to land now or formerly of one Sanford; thence in a northerly direction along said Sanford's land to a point at or near a spotted pine tree; thence northwesterly along said Sanford's land to a stone at a point twenty-four rods east of the easterly side of Bath Road; thence northerly about sixteen rods to the place of beginning.

ALSO one other lot or parcel of land in said Brunswick adjoining the lot above described, being bounded as follows:

BEGINNING on the southeast side of the road leading from Brunswick to Bath,; thence running southeasterly by land formerly owned by Joseph R. Huse to land formerly of William Hildreth; thence northerly by land of said Hildreth to other land of said Hildreth; thence by said Hildreth land to said Road leading from said Brunswick to said Bath; thence by said road to the place of beginning.

PARCEL V

A certain lot or parcel of land situated in Brunswick in the County of Cumberland and State of Maine, being bounded and described as follows:

BEGINNING at a point by the Rideout Road or the Richy Road, so-called, by land now or formerly of James Duncan; thence running in a general southwesterly direction two hundred (200) feet, more or less, along land now or formerly of said James Duncan to a stone set in the ground by land now of Harry C. Crooker; thence running in a general southerly direction nine hundred (900) feet, more or less, along land of the said Harry C. Crooker to an iron pipe set in

the ground by land now of the United States of America (Navy); thence running in a general northeasterly direction one hundred (100) feet, more or less, to the Rideout Road or the Richy Road, so-called, and land of Marion Crooker; thence running in a general northerly direction nine hundred (900) feet, more or less, along the Rideout Road or Richy Road, so-called, and land now of Marion Crooker to the point and place of beginning. Said parcel containing four (4) acres, more or less.

Meaning and intending to convey and hereby conveying all of that property known as the "Storer Place" and the remainder of the "Rideout Place".

PARCEL VI

A certain lot or parcel of land situated in said Brunswick, bounded and described as follows:
Land only, on the Old Bath Road, formerly the property of Winona G. Pottle. Reference is made to Tax Collector's Lien Certificate for the tax year 1953 and recorded in the Cumberland County Registry of Deeds in Book 2164, Page 444.

Reference is made to a deed from Franklin T. Crooker and Theodore D. Crooker to MGS dated May 11, 1987 and recorded in Book 7785, Page 174.

DONATION AGREEMENT

By this DONATION AGREEMENT ("Agreement") entered into this 26th day of December, 2019 ("Effective Date"), MAINE GRAVEL SERVICES, INC., a Maine corporation ("Maine Gravel"), and TOWN OF BRUNSWICK, a Maine municipal corporation (together with its nominees and assigns, "Town"), hereby agree as follows:

ARTICLE I Donation

Section 1.1. Donation. Maine Gravel agrees to donate and convey to Town, and Town agrees to take and accept from Maine Gravel, the Property, on all of the mutual terms, covenants and conditions hereinafter set forth.

ARTICLE II Property

Section 2.1. For purposes of this Agreement "Property" shall mean and include the following:

2.1.1 The real property described in Exhibit A and listed on the Town of Brunswick's Tax Assessor's records as Map 48, Lots 28, 31, 25-001, 22 and 29, together with all the rights and appurtenances pertaining thereto, including all of Seller's right, title and interest in and to the adjacent streets, roads, alleys, strips, gores, easements, rights of ingress or egress, personal property, permits, rights-of-way, reversionary rights, covenants, and any other interests in, on, or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining the real property, and any awards made or to be made in connection therewith (collectively, the "Real Property").

2.1.2 all of Maine Gravel's right title and interest in and to all furnishings, fixtures, equipment and personal property located on, in, over, at or attached to the Real Property. However, the Town agrees that Maine Gravel may retain the contents of the barn located on Map 48, Lot 22 provided the contents are removed by July 1, 2020. Anything not removed by July 1, 2020 shall become the property of the Town. Maine Gravel assumes all risks for the contents and the Town shall not be responsible for any items, damaged, lost, stolen, or otherwise devalued by any or all causes.

2.1.3 Maine Gravel states that, to the best of its knowledge, there are no agreements, contracts, or leases related to the Property, other than an at-will tenancy on Map 48, Lot 25. The tenant currently occupies the property without a lease. The tenancy is month to

month. Maine Gravel relinquishes any rights Maine Gravel, its successors or assigns may have to excavate and remove materials from the Property.

ARTICLE III
Consideration

Section 3.1. Consideration. The consideration for this Agreement (the "Consideration") is the mutual promises and covenants contained herein, \$1.00 and other consideration paid, the receipt and sufficiency of which is acknowledged by Maine Gravel and Town. The conveyances by this Agreement are a donation by Maine Gravel to the Town.

ARTICLE IV
Covenants

Section 4.1. The property is conveyed subject to the following perpetual restrictions and covenants (collectively the "Covenants"):

1. The Real Property shall be forever retained by the Town and shall not be sold, exchanged, gifted, or otherwise conveyed by the Town, except that (i) certain portions of the property, marked as set forth on Exhibit B, incorporated by reference, may be conveyed by the Town to provide or enhance public access to the Real Property or to create or enhance a buffer from activities adjacent to the Real Property, provided that the acreage of the Real Property conveyed by the Town in such an exchange shall not be greater than the acreage of the land conveyed to the Town in such exchange, and that the land conveyed to the Town shall be made subject to the same restrictions as if originally owned by Maine Gravel and donated to the Town herewith, and (ii) easements or licenses over the Real Estate may be granted by the Town, or portions of the Real Property may be leased by the Town, provided the purpose of such easements, licenses or leases shall be to develop, enhance or maintain recreational uses of the Real Property, (each and collectively, a "Permitted Conveyances"). All net proceeds of Permitted Conveyances, after reasonable costs thereof, shall be held and applied by the Town solely to develop or maintain recreational resources on the Real Property. An affidavit executed by the Town Manager or other duly authorized municipal officer identifying that portion of the Real Property conveyed by the Town pursuant to Article 4(1)(i) and affirming compliance with the terms thereof shall be, upon recording in the Cumberland County Registry of Deeds, conclusive proof of the Town's compliance with Article 4, and thereafter the conveyed portion of the Real Property identified in such affidavit shall be free and clear of the Covenants without the need for any other instrument.
2. The Real Property shall be made available for public recreational purposes. The Town's development of the Real Estate shall be for such recreational purposes alone.

The term "recreational purposes" is meant to have a very broad definition to include all forms of recreation, leisure, and sporting activities.

Maine Gravel makes the gift with no other specific restrictions or stipulations regarding retention and use of the parcels gifted to the Town of Brunswick. The Town will use and maintain the Property for purposes of public recreation and access.

The Covenants run with and burden the property herein conveyed, and benefit, and may be enforced by any legal or equitable means by Maine Gravel Services, Inc., a Maine corporation, the donor pursuant to this Agreement.

ARTICLE V Title Examination

Section 5.1 Title

5.1.1 Title Examination. Town shall have the opportunity to examine title to the Property, review a title commitment and any amendments thereto issued relating to the Real Property (collectively, the "*Title Commitment*"), the exceptions (if any) to title disclosed in the Title Commitment, and all other aspects of Maine Gravel's title to the Property. Town shall notify Maine Gravel in writing of any defect in title to the Property, or any other matter which is indicated on the Title Commitment or any Survey, or any other item to which Town objects. The Town may, at its discretion, terminate this Agreement.

ARTICLE VI Representations and Warranties

Section 6.1. Authority. Each party warrants and represents that this Agreement and all other documents delivered prior to or at the Closing (a) have been or shall be duly authorized and executed and delivered by such party; (b) are legal, valid, and binding obligations of such party; and (c) neither violate any provision of any other agreement to which such party is a party, nor violate any charters, bylaws, operating agreements or other organizational documents of such party; (d) all representation made herein will continue to or past closing.

6.2. Maine Gravel's Representations and Warranties. Maine Gravel hereby represents, warrants and covenants the following to Town.

6.2.1. Maine Gravel is duly organized, validly existing and in good standing under the laws of the State of Maine. Maine Gravel has the requisite right, power and authority to sell and convey the Property to Town as provided herein, and has taken all action necessary to authorize the execution, delivery and performance of this Agreement. Maine Gravel has good title to the Property and represents there are no liens, mortgage or other encumbrances on the property, except as may be reflected in the Title Commitment (or would be reflected in a title search under the Maine Title Standards performed as the date hereof).

6.2.2. There is no suit or proceeding pending or, to Maine Gravel's knowledge, threatened against or affecting Maine Gravel or the Property that might affect or relate to this Agreement or the transactions contemplated hereby, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality. No order, writ, injunction, subpoena or decree has been issued by or, to Maine Gravel's knowledge, requested of any court or government agency which is reasonably likely to result in a material adverse change in the Property or Maine Gravel, or which could reasonably be expected to have a material adverse effect on the transactions contemplated by this Agreement.

6.2.3. Maine Gravel has received no pending or threatened notices of any outstanding violation of any federal, state, county, or municipal laws, ordinances, orders, codes, rules, regulations, or requirements affecting all or any portion of the Real Property, including without limitation violations of the housing, building, safety, health, fire, or zoning ordinances, codes, and regulations of the municipality or county within which the Property is located, issued by any governmental or quasi-governmental authority.

6.2.4. To the best of Maine Gravel's knowledge, (a) there are no violations of any Environmental Laws with respect to the Real Property and Maine Gravel has not used, stored, disposed of or released any Hazardous Materials on the Real Property, other than in compliance with all Environmental Laws (including, without limitation, the use, storage and release of fuel, lubricants, and engine exhaust for machinery used in the ordinary course of Maine Gravel's mineral extraction and processing operations, and the use, storage and release of fuel, cleaners, engine exhaust or consumer products in the ordinary course of residential use); (b) the Real Property has not been used to treat, store or dispose of Hazardous Materials in violation of Environmental Laws, and neither Maine Gravel nor anyone else, has otherwise dumped, placed, released, or discharged Hazardous Materials in violation of Environmental Laws on the Property or any property adjacent to the Property. As used herein, "Environmental Laws" shall mean all federal state and local laws, statutes, rules, codes, ordinances, regulations, orders, judgments, decrees, binding and enforceable guidelines, including any judicial or administrative order, consent decree or judgment, in each case to the extent binding, relating to the environment, the protection of health or Hazardous Materials As used herein, "Hazardous Materials" shall mean (a) substances that are defined or listed in, or otherwise classified pursuant to, any applicable law or regulations as "hazardous substances," hazardous materials," "hazardous wastes," "toxic substances," "pollutants," "contaminants" or other similar term intended to define, list or classify a substance by reason of such substance's ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity or "EP toxicity" and (b) oil, petroleum or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources.

ARTICLE VII Conditions to Close

Section 7.1. Maine Gravel shall have performed in all material respects each of its obligations under this Agreement to be performed at or prior to the Closing. At the Closing,

Maine Gravel shall convey the Property to Town by Deed, which shall be consistent in all respects with the Title Commitment.

Section 7.2. There shall have been no material adverse change since the Effective Date, except changes contemplated or required by this Agreement, including without limitation, that any change in the title, physical condition, legal status, use or possession of the Property that would cause the Property to be unsuitable for development of the Project, as reasonably determined by Town.

Section 7.3. If, at the time of the Closing, any of Town's Conditions Precedent have not been fulfilled, Town may, at its option, do either of the following:

(a) Waive and Close. Waive such condition and close in accordance with this Agreement; or

(b) Terminate. Terminate this Agreement by delivery of a written notice to Maine Gravel .

ARTICLE VIII Closing

Section 8.1 Closing Date. Closing shall occur not later December 31, 2019 ("Closing Date"). Closing shall occur by mail or at the offices of PretiFlaherty, One City Center, Portland, Maine commencing at 10:00 a.m. local time on the Closing Date, or at such other date, time and location as Town and Maine Gravel may mutually agree.

Section 8.1.1 Closing Deliverables. At the Closing, Maine Gravel and Town shall exchange the following documents shall deliver the following to Town:

(a) Deed. A duly executed and acknowledged quitclaim deed with covenant in form acceptable to Town conveying the Property to Town subject only to the covenants specified in this Agreement. ("Deed").

(b) Non-Foreign Affidavit. A duly executed original affidavit as to Maine Gravel's non-foreign status.

(c) Title Affidavits. Executed affidavits and indemnifications in form and substance reasonably satisfactory to Town regarding mechanics' and materialmen's liens and parties in possession sufficient to eliminate any title insurance exceptions for these matters with respect to the Property.

ARTICLE IX
Closing Costs, Prorations

Section 9.1. Maine Gravel's Costs. Maine Gravel shall pay its ½ of the transfer taxes payable upon recordation of the Deed.

Section 9.2. Town's Costs. Town shall pay (a) the cost of recording the Deed; and (b) all other costs required in order to close in accordance with this Agreement.

Section 9.3. Prorations. Taxes (including any business and license taxes and any other state, county or municipal assessments), utility and fuel bills and other customarily-adjusted operating expenses shall be prorated as of the Closing Date and added to or subtracted from (as the case may be) any cash balance due to Maine Gravel or the Town. All charges accruing prior to the Closing Date shall be the obligation of Maine Gravel and all charges accruing on or after the Closing Date shall be the obligation of Town.

ARTICLE X
Notices

Section 10.1. Notices. All notices required or permitted to be given hereunder shall be in writing and sent by a recognized overnight courier service offering confirmation of delivery to the appropriate address indicated below or at such other place or places as either Town or Maine Gravel may, from time to time, respectively, designate in a written notice given to the other:

To **Town:** Town of Brunswick
ATTN: John Eldridge
85 Union Street
Brunswick, ME 04011

With a copy to: Preti, Flaherty, Beliveau & Pachios LLP
ATTN: Stephen E.F. Langsdorf, Esq.
45 Memorial Circle
P.O. Box 1058
Augusta, ME 04332-1058

To **Maine Gravel:** Maine Gravel Services, Inc.
ATTN: Ted Crooker
P.O. Box 17856
Portland, ME 04112

With a copy to: Van Meer & Belanger, PA
ATTN: Richard N. Bryant, Esq.
215 Commercial Street, 4th Floor
Portland, ME 04101

ARTICLE XI
Miscellaneous Provisions

Section 11.1 Further Assurances. Whenever reasonably requested to do so by the other party, Maine Gravel and Town shall execute, acknowledge, and deliver any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents and any and all such further instruments and documents as may be necessary in order to complete any and all conveyances, transfers, sales and assignments herein provided, and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so requested in order to carry out the intent and purpose of this Agreement.

Section 11.2. Successors and Assigns. All of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of, and be binding upon, their respective successors and assigns.

Section 11.3. Modification. This Agreement may not be modified, amended or otherwise changed in any manner except by a writing mutually executed by both parties. To the extent there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any other documents relating to the acquisition of the Property as they relate to rights and obligations between Town and Maine Gravel, the terms and conditions of this Agreement shall be deemed controlling.

Section 11.4. Entire Agreement. This Agreement supersedes all prior discussions and Agreements between the parties with respect to the subject matter hereof, and this Agreement and the other documents delivered pursuant to this Agreement contain the sole and entire Agreement between the parties hereto with respect to the subject matter hereof.

Section 11.5. Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other

term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative

Section 11.6. Time is of the Essence. Maine Gravel and the Town agree that time is of the essence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MAINE GRAVEL SERVICES, INC.



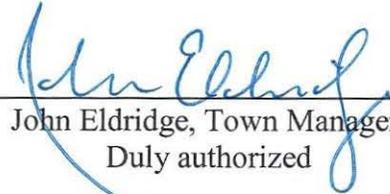
Witness

By: 
Its: TREASURER - CHECKER, TREASURER
Duly authorized

TOWN OF BRUNSWICK



Witness

By: 

John Eldridge, Town Manager
Duly authorized

Exhibit A

Map 48 Lot 29:

A certain lot or parcel of land situated in Brunswick, County of Cumberland; being a portion of so called lot 9A indicated on plan 14/55, sheet No. 49 of the 1964 Assessors Tax Map, Brunswick, Maine bounded and described as follows:

Beginning at a hub located on northerly sideline of Central Maine Power company right of way; thence northeasterly a distance of twelve hundred and eighty seven (1287) feet more or less to a pipe, along land of now or formerly of the U. S. Navy; thence southeasterly a distance of eight hundred (800) feet more or less, along land now or formerly of H. C. Crooker, to a point on northerly sideline of Central Maine Power Company right of way; said point being fourteen hundred and sixty two (1462) feet more or less easterly of point of beginning, thence westerly along northerly sideline of said Central Maine Power Company right of way a distance of fourteen hundred sixty two (1462) feet more or less to a hub, being the point of beginning.

Meaning and intending to convey approximately twelve (12) acres of which there are approximately three (3) acres existing above the water table.

SUBJECT TO a two (2) rod wide right of way for the benefit of land now of formerly of Blue Rock Industries, Inc. lying southerly of the Central Maine Power pole line two and to the conditions pertaining thereto as reserved by Blue Rock Industries, Inc. in its deed to H. C. Crooker and Sons, Inc. dated October 9, 1969 and recorded in the Cumberland County Registry of Deeds in Book 3106, Page 223

For source of title, reference is made to a deed from Blue Rock Industries, Inc. to H. C. Crooker and Sons, Inc. dated October 9, 1969 and recorded in Book 3106, Page 223 and to a Confirmatory Release Deed from Crooker Construction, LLC, formerly known as Harry C. Crooker & Sons, Inc., also known as H. C. Crooker and Sons, Inc., to Maine Gravel Services dated December ____, 2019 and recorded in said Registry of Deeds in Book _____, Page ____.

Map 48, Lot 31:

A certain lot or parcel of land situated in Brunswick, Cumberland County, State of Maine, more particularly described as follows:

Beginning at an iron pipe found driven into the earth at the most easterly corner of land conveyed to John E. and Shirley F. Dysart June 13, 1975, by deed of Carl D. Robinson recorded in the Cumberland County Registry of Deeds Book 3697 Page 278;

Thence South 39° 33' 15" East 1188.50 feet along land now or formerly of Leona Rines and land now or formerly of Harry C. Crooker to an iron pipe found driven into the earth at the northerly

corner of land conveyed to the United States of America June 4, 1957 by deed of Carl D. Robinson recorded in Book 2355 of Page 437;

Thence South 53° 51' 40" West 557.44 feet along said land to an iron pipe found driven into the earth at the westerly corner thereof;

Thence North 39° 19' 30" West 1330 feet along land conveyed to Hollis A. Bailey February 6, 1958 by deed of Annie D. Powers recorded in Book 2394 at Page 337;

Thence North 59° 49' 03" East to the southwesterly line of land conveyed to Dysart aforesaid;

Thence South 39° 33' 15" East 93 feet along said Dysart land to an iron pipe found driven into the earth at the southerly corner thereof;

Thence North 57° 12' East 200 feet along said Dysart to the point of beginning.

TOGETHER WITH an easement 50 feet in width from the Old Bath Road to the parcel herein conveyed, said easement bounded on the northeast by land now or formerly of Dysart aforesaid.

ALSO a certain lot or parcel of land situated on the easterly side of Old Bath Road, in the Town of Brunswick, County of Cumberland and State of Maine, more particularly bounded and described as follows:

Beginning at a point at the northwest corner of land now or formerly of Hollis A. Bailey;

Thence running South 39° 19' 30" East a distance of 200.00 feet to a point and the place of beginning of the parcel herein described;

Thence running North 57° 10' 57" East a distance of 303.20 feet to a point and the southerly sideline of a right of way 50 feet wide;

Thence running South 39° 33' 15" East along the southerly sideline of the said right of way a distance of 362.64 feet to a point;

Thence running South 59° 49' 03" West a distance of 306.59 feet to a point and land of the said Bailey;

Thence running North 39° 19' 30" West along land of the said Bailey a distance of 363.33 feet, to a point and the place of beginning.

The above described parcel contains 107,310 square feet or 2.46 acres more or less.

ALSO including title to the following strip of land to serve as access to the above parcel and other land now or formerly of W.W. Nichols, Inc.:

Beginning at a point at the southwest corner of land now or formerly of John E. and Shirley F. Dysart;

Thence running South 39° 33' 15" East along land of the said Dysart a distance of 564.97 feet to a point;

Thence running South 59° 49' 03" West a distance of 50.68 feet to a point;

Thence running North 39° 33' 15" West a distance of 562.64 feet to a point and the easterly sideline of Old Bath Road, so called;

Thence running North 57° 12' 00" East along the easterly sideline of Old Bath Road a distance of 50.53 feet to the point of beginning.

The above described right of way contains 28,190 square feet or 0.65 acres, more or less.

Reference is also made to Subdivision for W.W. Nichols, Inc., by Harpswell Engineering & Surveying dated July 8, 1988, recorded in Cumberland County Registry of Deeds in Plan Book 203, at Page 611.

SUBJECT TO a fifty foot right-of-way and easement conveyed to Robert A. Moulton, Sr. and Elizabeth Moulton in a deed dated April 2, 2014 and recorded in Book 31425, Page 211.

For source of title, reference is made to a deed from W. W. Nichols to Maine Gravel Services dated October 2, 2003 and recorded in said Registry of Deeds in Book 20633, Page 131.

Map 48, Lot 22:

A certain lot or parcel of land, together with all buildings located thereon, in Brunswick, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at an iron stake driven into the ground on the southerly side of the Old Bath Road, so called, said point being the northwest corner of the land herein described and the northeast corner of land now or formerly owned by Harry C. Crooker and conveyed to Harry C. Crooker, in Volume 2312, Page 62 of the Cumberland County Registry of Deeds; thence, in a generally southerly direction thirteen hundred feet (1300') to an iron pin driven into the ground, said line being the westerly boundary of the within described property and the easterly boundaries of land now or formerly owned by Harry C. Crooker, Marion A. Crooker and Lewis Alexander; thence east at a ninety degree (90°) angle to the last mentioned bound two hundred seventy-eight feet (278') more or less, to an iron pin driven into the ground; thence, in a generally northerly direction and at a ninety degree (90°) angle to the last mentioned bound one thousand seventy feet (1070') by and along the easterly line of the within described property and the westerly line of land now or formerly of Albert and Ester Milne to the southerly side of the Old Bath Road, so called; thence by and along the southerly sideline of the Old Bath Road, so called, three hundred fifty feet (350') more or less, to the point of beginning.

For source of title, reference is made to a deed from Franklin T. Crooker and Theodore D. Crooker to Maine Gravel Services dated March 6, 1987 and recorded in said Registry of Deeds in Book 7706, Page 168.

Map 48, Lot 25-1:

Certain lots or parcels of land, in Brunswick in the County of Cumberland and State of Maine, being more particularly described as follows:

PARCEL 1.: A certain lot or parcel of land together with the buildings thereon, situated in Brunswick, in the County of Cumberland and State of Maine, bounded and described as follows, to wit:

On the north by the State Road, so called, from Brunswick to Bath; on the east by the Kitchen lot, so called; on the south by land now or formerly of Henry Dutton; on the west by land now or formerly of Henry Dutton, containing about two and one half (2 1/2) acres, after a strip sold by George A. Storer, et al., to Levi Prebel and which strip is hereby reserved.

PARCEL 2.: Also another certain lot or parcel of land situated in said Brunswick, and bounded and described as follows:

On the west by land formerly owned by George W. Rideout; on the south by land now or formerly of Winchell Hunter; on the east by land now or formerly of Levi Davis; on the north by the highway leading from Bath to Brunswick.

EXCLUDING from the above described premises a certain lot or parcel of land situated in Brunswick, in the County of Cumberland and State of Maine, bounded and described as follows: Beginning at a stake on the southeasterly edge of the Old Brunswick Road, so called, which formerly marked the westerly boundary of property now or formerly owned by J. R. Duncan; thence running in a general northeasterly direction along the edge of said Old Brunswick Road a distance of one hundred fifty (150) feet to a stake in the ground; thence running in a general southeasterly direction a distance of two hundred ninety (290) feet to a stake in the ground; thence running in a general southwesterly direction a distance of one hundred fifty (150) feet to a stake in the ground at land formerly of said Duncan; thence running in a northwesterly direction along land formerly of said Duncan a distance of two hundred ninety (290) feet to a stake in the ground and the point of beginning.

ALSO EXCLUDING land conveyed by James R. Duncan and Jeannette P. Duncan to the State of Maine on April 15, 1969, recorded in Book 3111, Page 284, in the Cumberland County Registry of Deeds.

For source of title, reference is made to a deed from Franklin T. Crooker and Theodore D. Crooker to Maine Gravel Services dated March 6, 1987 and recorded in said Registry of Deeds in Book 7706, Page 170

Map 48, Lot 28

Certain lots or parcels of land situated in Brunswick, County of Cumberland and State of Maine, bounded and described as follows:

PARCEL 1

A certain lot or parcel of land, situated in said Brunswick, bounded and described as follows:

BEGINNING in the northerly line of land conveyed by George A. Storer and Coolige J. Grover to Cyrus F. Peterson, by deed dated January 2, 1889, and recorded in the Cumberland County Registry of Deeds in Book 556, Page 166, at a point marked by an iron rod set in the ground near three spotted willow trees; thence running southerly by said trees and a spotted oak tree, and an old wall, to the end of the wall; thence westerly two rods by a fence; thence southerly by a fence to a spotted hemlock tree in the southerly line of the land above referred to; thence westerly by land now or formerly of Gorham Rogers, formerly of Saloma Snow and land now or formerly of Rufus Groves to a stone set in the ground on the east side of a wood road; thence northerly by the east side of a wood road to a stone set in the ground at the southerly line of land now or formerly of one Hunter; and thence easterly by said Hunter's land and other land formerly of Peterson to the point begun at.

PARCEL II

A certain lot or parcel of land situated in said Brunswick, bounded and described as follows:

BEGINNING at the Southwest corner of land now or formerly of William Grows and running westerly by land formerly of George Rideout one hundred and twenty-one rods, more or less, to a stake and stones; thence northerly by land of owners unknown forty-five rods, more or less, to land now or formerly of Darius Gatchell; thence easterly by land of said Gatchell and said Rideout one hundred and twenty-one rods, more or less, to land of said William Grows; thence southerly by said Grows land forty-five (45) rods, more or less, to the place of beginning.

EXCEPTING those two certain parcels heretofore conveyed by Hollis E. Driscoll by deed recorded in the Cumberland County Registry of Deeds to Winona Pottle in Book 2094, Page 380 and to one Harmon F. Alexander in said Registry in Book 1728, Page 126.

PARCEL III

A certain lot or parcel of land together with all the buildings thereon, situated in said Brunswick, on the west side of the road leading from the Old Bath Road to the new U.S. Highway #1 leading from Bath to Brunswick, said road being entered into on the south side of the Old Bath Road, so-called, at the property now or formerly of George Watson, bounded and described as follows:

BEGINNING at the northeasterly corner thereof in the southerly line of land formerly of George Rideout; thence southerly 10 rods by said to a stake and stones; thence westerly 32 rods by the land formerly of Hollis E. Driscoll, now or formerly of Marion A. Crooker. to a stake and stones; thence northerly 10 rods by other land now or formerly of Marion A. Crooker to a stake and stones in the southerly line of land formerly of Darius Gatchell or George Rideout; thence easterly by land of said Darius Gatchell or George Rideout 32 rods to point of beginning.

PARCEL IV

A certain lot or parcel of land, with the buildings thereon, situated in Brunswick, being bounded and described as follows:

BEGINNING at a stone set in the ground at a point seventeen and one-half (17 1/2) rods distant from the easterly side of the Bath Road leading to Cook's Corner; thence in a southeasterly direction along land now or formerly of Henry Dutton and land now or formerly of Charles E. Hacker to the Trotting Park Road; thence in a southerly direction along said Trotting Park Road to land now or formerly of Rufus Groves; thence in a northwesterly direction along land formerly of said Rufus Groves to land now or formerly of one Sanford; thence in a northerly direction along said Sanford's land to a point at or near a spotted pine tree; thence northwesterly along said Sanford's land to a stone at a point twenty-four rods east of the easterly side of Bath Road; thence northerly about sixteen rods to the place of beginning.

ALSO one other lot or parcel of land in said Brunswick adjoining the lot above described, being bounded as follows:

BEGINNING on the southeast side of the road leading from Brunswick to Bath,; thence running southeasterly by land formerly owned by Joseph R. Huse to land formerly of William Hildreth; thence northerly by land of said Hildreth to other land of said Hildreth; thence by said Hildreth land to said Road leading from said Brunswick to said Bath; thence by said road to the place of beginning.

PARCEL V

A certain lot or parcel of land situated in Brunswick in the County of Cumberland and State of Maine, being bounded and described as follows:

BEGINNING at a point by the Rideout Road or the Richy Road, so-called, by land now or formerly of James Duncan; thence running in a general southwesterly direction two hundred (200) feet, more or less, along land now or formerly of said James Duncan to a stone set in the ground by land now of Harry C. Crooker; thence running in a general southerly direction nine hundred (900) feet, more or less, along land of the said Harry C. Crooker to an iron pipe set in the ground by land now or formerly of the United States of America (Navy); thence running in a general northeasterly direction one hundred (100) feet, more or less, to the Rideout Road or the Richy Road, so-called, and land now or formerly of Marion Crooker; thence running in a general northerly direction nine hundred (900) feet, more or less, along the Rideout Road or

Richy Road, so-called, and land now or formerly of Marion Crooker to the point and place of beginning. Said parcel containing four (4) acres, more or less.

Meaning and intending to convey and hereby conveying all of that property known as the "Storer Place" and the remainder of the 'Rideout Place'.

PARCEL VI

A certain lot or parcel of land situated in said Brunswick, bounded and described as follows: Land only, on the Old Bath Road, formerly the property of Winona G. Pottle. Reference is made to Tax Collector's Lien Certificate for the tax year 1953 and recorded in the Cumberland County Registry of Deeds in Book 2164, Page 444.

For source of title, reference is made to deed from Franklin T. Crooker and Theodore D. Crooker to Maine Gravel Services dated May 11, 1987 and recorded in said Registry of Deeds in Book 7785, Page 174.

Also being depicted on the Town of Brunswick Tax Maps as follows:

Parcel Map-Lot	Address
048-028	484 Old Bath Road
048-031	0 Old Bath Road
048-025-001	10 Sturgeon Lane
048-022	418 Old Bath Road
048-029	0 Route One

Exhibit B

Parcel Map-Lot	Address	Acreage	Use	Notes
048-028	484 Old Bath Road	115	Vacant land/pit	C
048-031	0 Old Bath Road	15.4	Vacant land	
048-025-001	10 Sturgeon Lane	14	Land/Single family dwelling	A D
048-022	418 Old Bath Road	7	Land/Single family dwelling	B
048-029	0 Route One	12	Vacant land/pit	

Notes:

- A. The Town may sell up to five (5) acres of this parcel, including any building or structures thereon. The net proceeds from this sale must be used for to develop the recreation potential, as the Town deems appropriate, of the remaining restricted parcels.
- B. The Town may sell up to two and three quarters (2.75) acres of this parcel, including any building or structures thereon. The net proceeds from this sale must be used for to develop the recreation potential, as the Town deems appropriate, of the remaining restricted parcels.
- C. The Town may convey a portion of Map 048-028 in exchange for a portion of Map 049-027.
- D. The Town may convey a portion of Map 048-025 in exchange portion of Map 048-026 in order to provide appropriate buffers and/or access.
- E. The Town may convey any portion of the parcels acquired in exchange for any abutting property in order to provide appropriate buffers and/or access.