

AUG 11 '94

Proposed Conservation Easement Long Island Blue Hill, Maine

August 12, 1994

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IN REPLY REFER TO:

August 12, 1994

L1425(ACAD)

Mr. Gordon Emerson
First Selectman
Town of Blue Hill
Blue Hill, Maine 04614

Dear Sir:

As we discussed with the Board of Selectmen last year, the National Park Service (NPS) is considering a conservation easement being offered in Blue Hill by the Florian family. The NPS and the Florians now agree on proposed conservation restrictions for their Long Island ownership. The attached summary provides background and describes the conservation proposal; the accompanying appendix includes the current draft (July 31, 1994) of the conservation easement document.

Prior to negotiating the final terms of the proposed transaction, the NPS is formally presenting the proposal to the Town of Blue Hill for comment. We will also be consulting with the Acadia National Park Advisory Commission. Therefore, please respond regarding the proposal prior to the Commission's next meeting, scheduled for September 12, 1994.

Long Island has significant public values. It is among the largest essentially undeveloped island along the Maine coast, offers endangered species habitat, has intrinsic scenic resources, and provides recreational opportunities. Long Island's features are each outstanding and of significance on local, state, and national levels. Collectively, these features put the island in a class of its own.

I look forward to meeting with you today and will gladly attend other public meetings you may schedule with the residents of Blue Hill to discuss the Long Island proposal.

Sincerely,

Len Bobinchock
Acting Superintendent

Attachment

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BACKGROUND

Acadia National Park Conservation Easement Program

Situated on the Maine coast, Acadia National Park preserves significant natural and cultural resources. The park is a mixture of scenic panoramas, coastal mountains, bold cliffs, cobble beaches, islands, noteworthy flora and fauna, historic roads and trails and other cultural features. Acadia is unusual among parks in that it encompasses an archipelago comprised of hundreds of our nation's most exceptional islands. Lying west of and adjacent to Mount Desert Island in Hancock County, Long Island is prominent in the archipelago.

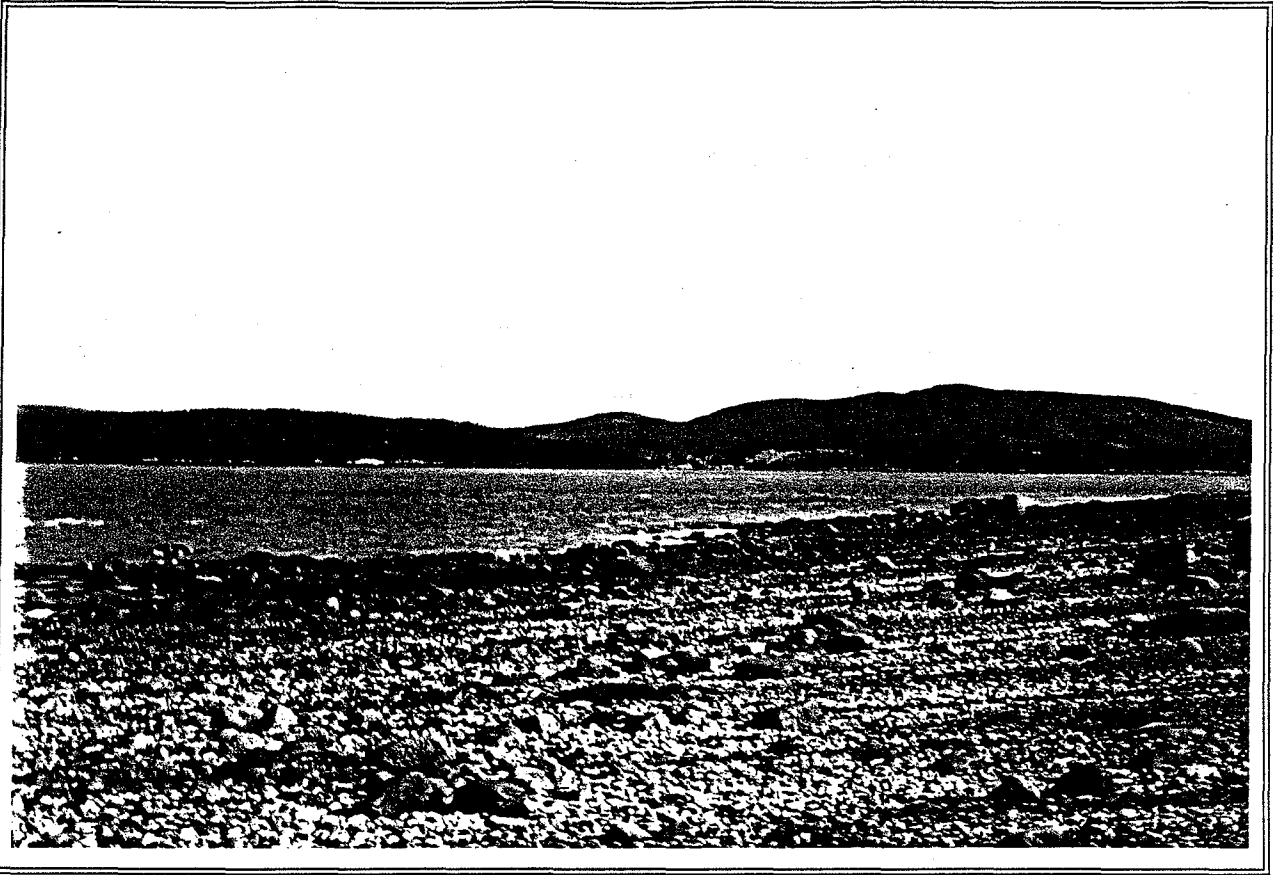
Congress defined the Acadian archipelago in the park's 1986 boundary legislation, Public Law 99-420, as the islands of Hancock County and some of those of Knox County. Acadia National Park administers 150 conservation easements that conserve some of the most important island resources of the Acadian archipelago. The easements, which protect 6,300 acres and include 54 entire islands. The largest island currently protected by Acadia National Park conservation easements is 800-acre Ironbound Island in Frenchman Bay.

Congress established criteria for considering the acquisition of conservation easements at Acadia National Park (PL 99-420) and the basic restrictions for park easements. The proposed Long Island conservation easement meets all of those criteria and applicable restrictions. The five goals of the park's conservation easement program, based on the legislated criteria, are to:

- protect important ecological resources,
- protect important scenic resources,
- protect important cultural resources, including historic and archeological resources,
- protect important island shorefront by preserving the open, natural, or traditional appearance of the shore when viewed from the water or other public viewpoints, and
- protect important entire islands by preserving the natural qualities and traditional, resource-based land use of largely undeveloped entire islands.

Before acquiring a conservation easement at Acadia National Park, the park first consults with, and provides written notification to the town in which the proposed easement property is located and to the Acadia National Park Advisory Commission. The Selectmen of the Town of Blue Hill are aware of the general nature of the negotiations regarding Long Island and have encouraged the National Park Service and the landowners to finalize the following conservation easement proposal. The proposal and accompanying appendix are being submitted to the Selectmen for official response pursuant to Public Law 99-420, the boundary legislation. The members of the advisory commission and its conservation easement subcommittee have also been briefed, though they have not taken formal action.

Acadia National Park's land protection plan, derived from 1986 boundary legislation, identifies specific parcels for which fee simple title can be acquired from willing sellers. Long Island is not included and the National Park Service has no authority to acquire title to any land on Long Island. Instead, the NPS has the authority to protect the island through a conservation easement, either by donation or by purchase from willing sellers. Once a conservation easement is acquired, the federal government makes a payment in lieu of taxes for 12 years.



The mountains of Acadia National Park rise above a cobble beach on Long Island's eastern shore. Bartlett Island, protected by conservation easement, is at the left.

Project History

Long Island's sheer size and unfragmented nature are an unlikely combination, given the island's proximate location to some of the East Coast's most desirable seasonal communities, and New England's only national park. Long Island has survived intact due in large part to the Florian family's ownership of 96% of the island since 1949.

The Florian family approached the National Park Service (NPS) in 1991 through U.S. Senator George Mitchell about purchasing a conservation easement to protect their Long Island property. The NPS investigated the island's natural and cultural values and concluded that pursuit of a conservation easement was warranted. With the landowners' consent, the NPS proceeded in late 1992 to conduct title searches and an appraisal on the property.

Early in the process, the NPS contacted officials and residents of the town of Blue Hill, Maine, to gauge initial reaction to the proposed conservation action. On July 26, 1993, Acadia National Park staff and members of the family briefed the Blue Hill Selectman about the on-going negotiations. The National Park Service and the family have now refined and agreed to the conservation restrictions that would be contained in an easement on their Long Island property.

The proposal to purchase an easement by NPS balances the landowners' needs with the conservation interests of the public. If a conservation easement is acquired by the National Park

Service, most of the island will remain wild. If the proposal is not implemented, the family will likely subdivide and sell their holdings. The family's strong attachment to the land and their desire to see it remain in a substantially natural state have been enough to counter the growing financial pressures in the past; it would appear that only through purchased conservation interest in the land will this rare resource remain intact for future generations. The proposed transaction will preserve 4,165 acres in a *forever wild* state, and will limit residential development on approximately 250 additional acres. Allowed residential use will be limited by restrictions to preserve the conservation values of the island. The chance to preserve 4,415 acres on Long Island—or any Maine island—will likely never come again.

Ownership

Reference to the Conservation Plan map clearly illustrates the point: The Florian family holdings represent approximately 96% of the island's 4,560 acres¹. The 4,415 acres on the island owned by the family are split into four separate tracts, each averaging approximately 1,100 acres. Privately-owned tracts of more than 1,000 acres are rare on Maine islands; to have four such contiguous tracts on one island, all in one family's ownership is exceptional—and provides an unprecedented opportunity for conservation.

Four other landowners hold the remaining 145 acres on Long Island in lots ranging in size from 0.37 to 100 acres. These parcels are all located on the western shore of the island and most include seasonal residences. Because of the relative size and significance of the Florian family property (and the fact that the family stepped forward and asked to work with the NPS) the other landowners have not taken part in the current negotiations, though some have expressed support for the concept proposed. The National Park Service has no authority or intent to acquire ownership of Long Island.

Support for the Conservation of Long Island

A high level of public support seems to exist for the permanent conservation of Long Island. No opposition to the proposal has come to the forefront over the past three years of discussion about the project. Long Island is cited in the Town of Blue Hill's comprehensive plan as a "...natural area...that many in the community feel should be protected for future generations." Diverse groups—picnickers, fishermen, hunters, boaters, hikers, historians, naturalists—all value this undeveloped block of open space, its ease of access and long tradition of public use. Neighbors and fellow taxpayers are also appreciative of the positive effect the island has on the community's quality of life as well as the contribution its several thousand acres make to the local tax base. A letter of support for conservation from the town's First Selectman is contained in the appendix.

The island has captured the interest of many public agencies in Maine. The U.S. Fish and Wildlife Service has identified the Maine islands as a preservation priority because of their outstanding ecological value. Prior to the 1986 Acadia National Park boundary legislation, the National Park Service considered acquiring the island outright. This concept was supported by

¹ An estimate of 4,560 acres was calculated by a geographical information system based on the USGS topographic maps and is consistent with the 1979 "Cole survey" of the island. Town tax maps show approximately 4,589 acres. Acreage figures are rounded to the closest five acres throughout the report.

the State of Maine. Several regional and statewide organizations are also supportive. Maine Coast Heritage Trust, the state's primary land conservation trust, has in the past discussed various protection scenarios with the Florian family and protection of Long Island is the Trust's top conservation priority. The proposal is endorsed by the Maine Chapter of The Nature Conservancy, Friends of Acadia, and the Blue Hill Heritage Trust. The State's interest in protecting this unique island continues today, although it lacks funding for new land protection initiatives (see appendix).

Private property owners around Blue Hill Bay support protection of the environment as witnessed by the many conservation groups serving this small area. Many landowners have expressed their commitment by granting conservation easements, thereby retiring development rights that, if exercised, would adversely affect the land. A great many islands in Blue Hill Bay and the Acadian archipelago have been protected over the past two decades and remain in private ownership. The landowners who own the 4% of Long Island not held by the Florian family know of the conservation effort under discussion.

PROPOSED LONG ISLAND CONSERVATION EASEMENT

Purpose

The restrictions contained in the proposed conservation easement on the Florian family lands, the *Protected Property*, are intended to:

protect the natural, relatively undeveloped, ecological, scenic and cultural resources, including historic and archeological resources, existing on the Protected Property; to protect the Protected Property's island shorefront by preserving the open, natural, or traditional appearance of shorefront property when viewed from the water or from other public viewpoints; and to limit year-round and seasonal residential and commercial development to activities consistent with the preservation of the natural qualities of the Protected Property and the traditional, resource-based land use (including, but not limited to hunting) of the largely undeveloped entire island that constitutes the Protected Property; . . . (July 31, 1993 Draft, p.2)

To accomplish these goals, the proposed conservation easement grants certain rights to the NPS and restricts use of the island property by the owners.

Protect Ecological Resources

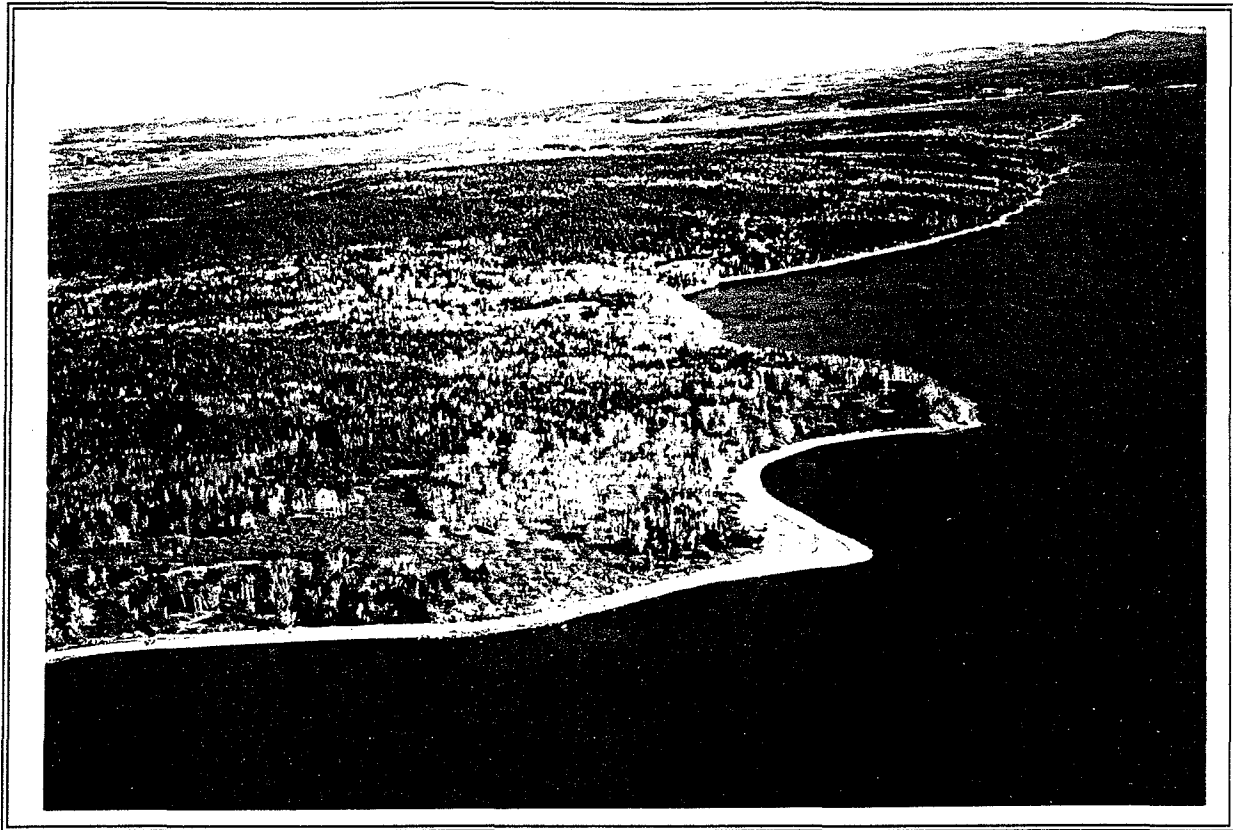
Long Island stands out as an extraordinary ecological unit: It is a large and unfragmented coastal habitat. A major goal of the proposed Long Island conservation easement is to protect the undeveloped, unfragmented nature of the island and protect wildlife habitat. It will prohibit the development of 4,165 acres of the island and will limit development on another 250 acres. The management of vegetation and use of non-native species will be restricted. Commercial activities, including mining, forestry and agriculture, will be prohibited. Allowed residential use will be directed away from areas used by bald eagles and marine mammals. To further reduce the threat of habitat fragmentation, the ownership of the majority of the island can not be subdivided under the proposal (except to governmental or non-profit organizations).

Unfragmented Island Habitat. Coastal islands are normally associated with marine influenced vegetative and wildlife communities such as nesting seabirds, and typically lack many land-based species. Long Island, however, has vegetation representative of that on the coastal mainland, and, in fact, is large enough and has the diversity to support virtually any of Maine's native species, including large mammals such as moose and bear. What makes Long Island different is that some land-based, human-related species may not occur on the island due to the barrier posed by the surrounding one to two miles of open water. The significance of this is that species such as raccoons, skunks, foxes, cats, and dogs are absent or occur in fewer numbers than on the mainland. These species typically occur in artificially high numbers on the mainland (and large islands, such as Mount Desert Island, connected to the mainland) due to the presence of humans. This results in high rates of predation and mortality on other species. Thus, Long Island, being free from these influences, may provide a *natural* setting unmatched on the mainland. As mainland communities grow and become more urbanized, the value of this feature will increase.

A second, related aspect is the significance of the extent of unbroken, unfragmented forest community found on Long Island: At 4,560 acres the tract is large by all standards on the coast of Maine. There is growing and well documented concern that habitat fragmentation, particularly forest fragmentation, is having a deleterious effect on many species of neotropical

types associated with Maine's coastal mainland and as represented on Long Island, are becoming increasingly scarce as development increases in coastal towns and shores in the vicinity of Acadia National Park.

Our understanding of coastal ecosystems will be enhanced by the opportunity to study communities in their "wild" state. While no comprehensive ecological field studies have yet been conducted on Long Island, biologists rate the extensive shrublands and bog-type wetlands in the island's interior as worthy of further inventory work. Breeding bird surveys are needed. Long Island's ecological significance, however, transcends a species-by-species analysis; above all, it is an isolated and intact block of coastal Maine on a scale unlike any other.



As mainland development pressures increase, Long Island's vast forest cover and miles of undeveloped shoreline provide a critical mass of unfragmented coastal habitat. The island's coves create sheltered habitat for waterfowl, shorebirds and seals, and provide acres of tidal flats that sustain soft-shell clam beds. *Bill Silliker photo, 1992.*

Endangered Species Habitat. Long Island is critical to the recovery of the American Bald Eagle, a federally- and state-recognized endangered species. Bald eagles rely on Long Island's undeveloped shores for feeding and roosting. Nine pairs of nesting bald eagles are found within a ten-mile radius of Long Island; three active eagle nests are within two miles of the island. In a 1989-90 survey by the Maine Department of Inland Fisheries & Wildlife (MDIF&W), 8% of all bald eagles sighted between Brooklin and Jonesport (a region comprising 20-25% of the Maine coast) were found on Long Island. With adequate protection, Long Island will become an even more important bald eagle habitat as its pine stands mature to appropriate nesting size.

The future of bald eagles in Acadia National Park depends on the availability of undeveloped off-shore islands, including Long. Mount Desert Island once supported at least 4 nesting eagle pairs, but has supported only 2 breeding nesting pairs in the past 15 years. Only one pair has produced chicks in the past few years. This is a trend evident throughout the state: As development pressure continues, the undeveloped islands become increasingly critical refuges for eagles. In recent years, five islands acquired by The Nature Conservancy to protect ecological features other than eagle habitat have now become active bald eagle nesting sites.

No comprehensive field investigation has ever been conducted on Long Island. It is possible, therefore, that some rare or unique feature is there to be found, particularly in the bog wetlands and scrub hilltops.

Marine Wildlife Habitat. Long Island's thirteen miles of varied shoreline range from productive clam flats, to sand and gravel beaches, to rocky ledges. Such broad diversity of shore type provides rich habitat for intertidal species, waterfowl, and shore birds.

The MDIF&W ranks the waters around Long Island as regionally significant and worthy of special protection. Concentrations of 1% or more of a regional population in a singular location strongly mark that area as an important habitat. In the 1989-90 State survey, Long Island, while comprising only 1% of the study's shoreline, accounted for 3-9% of several key species, including 4-5% of all regionally sighted loons.

Harbor seals are often sighted on the ledges of Seal Rock in Closson Cove. Gray seals, a less common species, have also been observed in the area. These marine mammals require haul-out areas safe from human disturbance for resting, whelping, and moulting.

Fishing contributed to the prosperity on Long Island during the 1800s. Even after the island's community dwindled, the remaining residents earned their living, in part, from the sea. The waters off the island are still fished by boats out of neighboring harbors such as Blue Hill, Bass Harbor, and Benjamin River. Lobsters are harvested just off the Long Island shore, and commercial scallop and mussel draggers and shrimpers fish in Blue Hill Bay. More than half of the island shore has tidal flats supporting harvestable soft-shell clams. At a time when 40% of mainland clam flats are closed due to threats from pollution, all the Long Island flats are open.

Protect Scenic Resources and Island Shorefront

The proposed Long Island conservation easement will limit changes to the visual resources of the island. Residential development will be limited to two zones on the western shore of the island, leaving the entire eastern and northern shores undeveloped. Permitted residences will be limited regarding number, height, setback from shore, building materials, and screening.

While aesthetic values are often hard to quantify, the scenic importance of Long Island should not be underestimated: It is a critical part of the region's appeal to both residents and visitors. The long and varied stretches of undeveloped shoreline—13 miles around the entire island—offer a diversity of views when seen from different public vantage points around Mount Desert Island, the Blue Hill Peninsula, and Blue Hill Bay. From the 560-foot summit of Blue Hill, a celebrated hiking destination, Long Island stands out against a spectacular backdrop of Acadia's mountains. Twelve major public vantage points providing views of Long Island are depicted on the regional map accompanying this report.

Two components that add to Long Island's scenic significance are its elevations and the configuration of its shoreline. From its predominantly steep shores, the island's contours rise 375 feet to a point near the middle of the island—higher than any other island in Blue Hill Bay. At least 3 elevations on the island top 300 feet. The viewer's eye is always drawn to hills, especially in a distant view, and the profile of Long Island is visible to the west as one first enters Mount Desert Island and Acadia National Park when driving across the bridge from Trenton. The distinctive Hub at the southern-most tip is a landmark, even at a great distance.

While attractive from land-based vantage points, these scenic shoreline features may be especially appreciated by boaters working on and exploring Blue Hill Bay. The Bay is considered one of the finest cruising grounds in Maine, due in part to the presence of Long Island's varied, undeveloped shores.

Views from Acadia National Park. From many of Acadia National Park's favored mountain-tops, such as Western, Beech, Acadia, Norumbega, Penobscot, Sargent, and Cadillac, Long Island is a key component of the view to the west. Along the entire span of Long Island's eastern shore, facing Mount Desert Island and Acadia National Park, no houses, clearings, or other signs of human activity appear. The island's unbroken forests stand in stark contrast to the checkered development pattern evident on nearby peninsulas in Brooklin, Blue Hill, Surry, and Trenton.

These westward views to Long Island can be gained not only from the mountain-tops, but also from significant stretches of Acadia's most popular trails and roads, among them the motor road to Cadillac's summit, the Beech Mountain hiking trail, and the Around-the-Mountain carriage road. Acadia National Park, perhaps more than any entity in the Maine, has placed a premium on the protection of scenic islands and vistas. The breathtaking mountain-top panoramas of land and sea and islands are what many consider to be the essence of *the Acadian experience*.

Protect Cultural Resources

The proposed conservation easement will protect the cultural resources of Long Island. Specifically the residential use is directed away from known historic and prehistoric archeological resources. All archeological, paleontological, or historical finds are protected. Only the NPS will have the right to conduct archeological investigations.

The cultural significance of Long Island has its roots in each of the values described elsewhere; natural and ecological, scenic, and recreational. Taken collectively, these values reflect the long history of human interaction with the island. This history may extend back many centuries: There is one known prehistoric site on the island's northern end and many other potential sites that scientists believe could be of state-wide significance.

A permanent settlement was established on the island by the early 1800s. Lumbering and quarrying fueled the growth of this island community bringing a general store, post office, boarding house, and private residences to serve over 150 workers. Small-scale fishing and farming enabled the community to continue on Long Island for several years after the quarries closed around 1898. By 1920 the community was all but gone—except for the many stone foundations that are of interest to archeologist and others concerned with reading the landscape for clues to Long Island's past.

Today, Long Island possesses cultural value as a major tract of open space where traditional uses may continue. Local use of the island for hunting, clamming, and picnicking is still very

Allen Cove

Jim Point

Deep Cove

Closson Cove

Dunhams Cove

Long Island

Blue Hill Bay, Maine

PROPOSED CONSERVATION PLAN

LEGEND

 Forever Wild Easement

 Limited Development Easement

 Structures

Acadia National Park
National Park Service
1994

SCALE 1:45000

much a part of life in Blue Hill and other nearby communities. As commercial, resort, and second-home development steadily erode traditional uses of the Blue Hill Peninsula's coastline, the importance of this island resource can only grow.

Limit Development

The Florian family holdings are almost entirely undeveloped. There are two seasonal residences on the shore at Closson Cove and near Jim Point. The island's entire eastern and northern shores remain wild. As stated above, the proposed conservation easement prohibits development on 4,165 acres and severely limits development on an additional 250 acres, thus preserving a relatively undeveloped, entire island in the Acadian archipelago.

The proposed conservation easement delineates two *limited development areas* where all existing and future development will be located². Both are on the western shore. One of approximately 110 acres is at Jim Point and the other is at Deep Cove comprises approximately 140 acres. A total of 18 single-family residences (including existing structures) are allowed on the protected property. Only two docks are allowed.

Specific restrictions on development include the following:

- no structures will be located within 200 feet of normal high water (except docks) or 75 of wetlands, without the written consent of the National Park Service;
- no dwelling will exceed 32 feet in height, and no associated improvements will exceed 18 feet in height;
- all new structures and improvements will be of natural and non-reflective treatments that blend with the natural surroundings, and be designed to minimize reflectivity;
- a sufficient screen of indigenous vegetation will be maintained between structures and the shore so that they are not prominently visible from public vantage points (except docks);
- use of chemicals in the environment and the disposal or storage of rubbish, debris, equipment, etc. will be restricted; and
- the discharge of waste into fresh or salt waters will be prohibited.

Adverse Development Threats. Many of the attributes that make Long Island an important conservation resource also make it a likely candidate for development. With all of the Florian family holdings on the island recently listed for sale, the threat of adverse development is real.

The primary threat to Long Island is the seasonal residential development that has occurred the length of nearby peninsulas, as well as the western shore of Mount Desert Island. This second-home development could easily happen piecemeal on Long Island, which has plenty of frontage on either shore for dozens of lots to be spread along the coast, thereby fragmenting—lot by lot—the island's magnificent undeveloped shoreline. The current shoreline ordinance for the town of Blue Hill regulates only that land on Long Island falling within 250 feet of the shore, leaving the majority of the island unregulated. Within the 250-foot shoreland zone the ordinance permits 1-acre lots, and residential structures as close as 75 feet from the shore. Conventional patterns of seasonal development rarely take into account any attempt to site residences in order to preserve the land's conservation values.

². The A-frame at Closson Cove is permitted, but may not be expanded and may not be replaced after the demise of the current owner. It is counted in the total allowed residences for the protected property.

Steady improvements in technology have changed the way people think about the feasibility of developing an island; most development constraints or access inconveniences can now be overcome. For example, while soils on the Florian property on Long Island rate low for septic suitability, a developer could take advantage of a chemical toilet to get a building permit, or even air-lift a load of topsoil to the site, as was done recently on a small island in Penobscot Bay. Seasonal residential development could also come to Long Island in the form of a planned subdivision. Because of its "star" status as an island unique to the entire coast of Maine, Long Island could hold particular appeal to a major developer with commercial ambitions, such as a luxury resort, an island campground, or a marina.

Protect Traditional Public Use

The proposed conservation easement will assure the opportunity for recreation by and education of the general public on the island. The NPS will be able to manage public use to assure protection of other conservation values associated with the conservation easement. The owners may manage use within the two designated residential areas.

Centered between Mount Desert Island and the Blue Hill peninsula, Long Island lies at the heart of a popular recreation area. Long Island has been, quite literally, central to Blue Hill Bay's recreational activities. The owners of Long Island have to date been very generous in allowing this tradition to continue. Continuing the long-standing recreational uses is critical to local support for the conservation of Long Island.

Long Island is a frequent destination for boaters of all kinds, from sea kayakers to small boat operators to sailors. The islands of Blue Hill Bay are known as one of the best cruising grounds on the coast and are, naturally, a destination on their own. But as mainland properties are developed and posted, people are relying more on the Maine islands for picnicking, beachcombing, and hiking.

Several public boat launches along the Blue Hill Peninsula and the western shore of Mount Desert Island provide access. Duffy and Closson coves on the western side of the island and Dunham and Fogg coves on the eastern shore provide popular day anchorages. While much of Long Island's coast is rugged and steep, the island provides the hiker with miles of beach for easy exploring. The northern point has long been a favorite picnic and blueberrying spot with Blue Hill residents. The sand beach at this same end is also a popular daytime destination for small boaters, as is the striking sand and gravel spit of Jim's Point on the western shore.

The currently un-posted island is very popular deer hunting territory for local residents, who face increased residential development and posting of private lands. Fall hunting parties, primarily from the Blue Hill area, are a well established presence on the island. The proposed conservation easement will allow hunting to continue, subject to applicable laws and regulations.

The Town of Blue Hill has explored over the years the possibility of acquiring a parcel at the north end of the island for recreational use. As a complement to the NPS acquisition of a conservation easement, it may be possible for a separate transaction to be negotiated between the Florian family and the Town of Blue Hill. Such transferred land will be subject to the proposed conservation easement to be held by the NPS.

GRANT OF EASEMENT

DRAFT

THIS EASEMENT is made this day of , 1994, by and between DAVID W. FLORIAN, of 35 Cooper Ridge Road, Southington, Connecticut 06489; RAYMOND H. CHASE, TRUSTEE of the RAYMOND H. CHASE 1990 REVOCABLE TRUST, with an address c/o Raymond H. Chase, Route 175, Blue Hill Falls, Maine 04615; DIANA F. CHASE, TRUSTEE OF THE DIANA F. CHASE 1990 REVOCABLE TRUST, with an address c/o Diana F. Chase, Route 175, Blue Hills Falls, Maine 04615; ROY S. FLORIAN, A/K/A R.S. FLORIAN, of 1137 West Street, Southington, Connecticut 06489, and _____
_____(insert information pertaining to the interests of Jonathan Florian), hereinafter jointly and severally referred to as the "Grantors" and the UNITED STATES OF AMERICA, Washington, D.C. 20240, hereinafter referred to as the "Grantee."

WITNESSETH:

WHEREAS, the purpose of this easement is to preserve, protect and maintain in perpetuity important ecological, scenic, cultural, shorefront and island resources, and provide the opportunity for the general public to have access to the resources (the "conservation values") of the Grantors real property described below, and hereinafter referred to as the "Protected Property", and the reservation by the Grantors on the Protected Property of the exercise of responsible conservation practices and limited residential use. The restrictions included herein are intended to prevent uses of the Protected Property by

the Grantors, which, if allowed to occur, could have as their individual or cumulative effect an adverse impact on the conservation values of the Protected Property. The restrictions are intended, among other things, to protect the natural, relatively undeveloped, ecological, scenic and cultural resources, including historic and archeological resources, existing on the Protected Property; to protect the Protected Property's island shorefront by preserving the natural, or traditional appearance of shorefront property when viewed from the water or from other public viewpoints; and to limit year-round and seasonal residential and commercial development to activities consistent with the preservation of the natural qualities of the Protected Property and the traditional, resource-based land use (including, but not limited to, hunting) of the largely undeveloped entire island that constitutes the Protected Property; and

WHEREAS, Long Island provides existing roosting and feeding sites for the Bald Eagle, a federally listed Endangered Species, and also has high potential as Bald Eagle nesting habitat as determined by the Maine Department of Inland Fisheries and Wildlife; and

WHEREAS, Long Island's thirteen miles of varied shoreline range from productive clam flats to sand and gravel beaches, to rocky ledges and such broad diversity of shore type that provides habitat for intertidal species, waterfowl, and shore birds; and

WHEREAS, as the largest primarily undeveloped island on the coast of Maine, situated in the Acadian archipelago, Long Island possesses scenic values and long and varied stretches of undeveloped shoreline and offers a diversity of views when seen from different public vantage points around Mount Desert Island, the Blue Hill peninsula, the waters of Blue Hill Bay, and from many of Acadia National Park's mountain-tops, such as Western, Beech, Acadia, Norumbega, Penobscot, Sargent, and Cadillac; and Long Island is a key component of the view to the west from significant stretches of the Park's trails and roads, among them the motor road to Cadillac's summit, and the Beech Mountain hiking trail; and

WHEREAS, the Grantors and the Grantee, recognizing the uniquely attractive character of Long Island and its essential place in the scenic beauty and ecological regime of Blue Hill Bay, and recognizing the importance of preserving land for the benefit of the public, have the common purpose of conserving the conservation values of the Protected Property by the conveyance of a Conservation Easement, hereinafter referred to as the "Easement", on, over, and across the Protected Property, which shall benefit, protect, and conserve the conservation values and the scenic character of the Protected Property, conserve the ecological quality of the surrounding area, and prevent the use or development of the Protected Property for any purpose or in any manner not permitted herein and that would conflict with its natural, scenic, and relatively undeveloped condition; and

WHEREAS, the structures permitted hereunder shall be limited so as to minimize their impact on the integrity of the coastal ecosystem and on the natural character of Long Island, generally sited so as to be screened from offshore view and to blend with the traditional landscape in order not to alter materially the scenic appearance of Long Island when viewed from offshore; and

WHEREAS, the Protected Property represents approximately ninety-seven percent (97%) of Long Island's total acreage; and

WHEREAS, Long Island includes natural shoreland and woodland areas that are important to the maintenance of the ecology of Blue Hill Bay, and harbors a diversity of plant and animal life as well as a diversity of natural features and habitat, including mature coastal spruce/fir forest, mature birch and aspen woodlands, scrub lands, open fields and old pasture land; shrub, forested, rock bottom and emergent palustrine wetlands; subtidal and intertidal marine wetlands; and

WHEREAS, the ledges in Closson Cove provide significant haul out area for Harbor seals; and

WHEREAS, the waters of Blue Hill Bay immediately adjacent to Long Island are an area of ecological importance for sea scallops and their commercial harvest, as documented by the United States Fish and Wildlife Service in An Ecological Characterization of Coastal Maine (ECCM), Atlas Map 4, Region 5, Map 15, FWS/OBS-80/29, October, 1980; and

WHEREAS, tidal flats on Long Island are of ecological importance for soft clams and their commercial harvest (ECCM, ibid.); and

WHEREAS, Long Island stands out as an extraordinary ecological unit consisting of an exceptionally large and unfragmented coastal habitat along the Maine coast within an area that the United States has been and is acquiring Conservation Easements for the benefit of Acadia National Park; and

WHEREAS, the Secretary of the Interior is authorized by Public Law 99-420, dated September 25, 1986, 100 STAT. 955, 16 U.S.C. 341(h)(1), to acquire conservation easements on parcels of land on the Islands of Hancock County; and

WHEREAS, the Grantee consulted with the Acadia National Park Advisory Commission on _____, and with the Town of Blue Hill, Maine on _____, as required by Public Law 99-420;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, the Grantors, in consideration of the sum of _____ DOLLARS (\$ _____), cash in hand, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, give, grant and convey with GENERAL WARRANTY COVENANTS to the Grantee and its assigns, in perpetuity, a Conservation Easement on, over, and across the Protected Property described as follows:

Tract 138-01

Parcel 1

All that certain tract or parcel of land lying and being situated in the Town of Blue Hill, Hancock County, Maine, and being more particularly described as follows:

All that certain piece or parcel of land, with the improvements thereon and appurtenances thereof, situated on Long Island in the Town of Blue Hill, County of Hancock and State of Maine, containing 1,115 acres, and being the southwesterly portion of said Long Island, shown and described as Parcel "A" on a "Plan Showing Division of LONG ISLAND in the Town of Blue Hill, County of Hancock, State of Maine Scale: 1" = 1,000' +/- October 11, 1979".

Said land is more particularly bounded and described as shown on said map as follows:

NORTHERLY by Parcel B, 6,020/feet more or less;

EASTERLY by Parcel C, 850 feet more or less, and
Parcel D, 6,790 feet more or less;

SOUTHERLY, SOUTHWESTERLY and WESTERLY by the waters of Blue Hill Bay.

The easterly boundary commences at a point in the low water line of Closson Cove of Blue Hill Bay, which point is 600 feet easterly (measured along said low water line) from the stream or outlet leading from Sibley Pond; the easterly boundary continues from that point by a bearing of N 5° 30' W.

The northerly boundary intersects with the said easterly

boundary at a point 7,640 feet, more or less, northerly of the low water line, and runs S 84° 30' W, 6,020 feet, more or less, to the water.

Less and excepting all those certain lots or parcels of land as described in the following deeds; all recorded in the Registry of Deeds for Hancock County, Maine.

Deed Book 744, Page 44,

Deed Book 1155, Page 144, and

Deed Book 1461, Page 193.

Containing 1,012.00 acres, more or less, after said exceptions.

The above described parcel, designated as Parcel 1, Acadia National Park, is a portion of the same land acquired by David W. Florian from R.S. Florian, Diane F. Chase and Walter C. Florian by deed dated January 3, 1980 and recorded March 24, 1980 in Deed Book 1372, Page 510 in the Registry of Deeds of Hancock County, Maine.

Parcel 2

All that certain tract or parcel of land lying and being situated in the Town of Blue Hill, Hancock County, Maine and being more particularly described as follows:

All that certain piece or parcel of land, containing 98 acres more or less, situated in the Town of Blue Hill, County of Hancock, State of Maine, shown and designated as Parcel "A-1" on a map entitled "Plan Showing Division of Long Island in The Town of Blue Hill, County of Hancock, State of Maine, Scale: 1" = 1,000' +/-, October 11, 1979 Revised 9/23/81, drawn by the Office

of Harry E. Cole & Son, Civil Engineers and Land Surveyors,
Southington, Connecticut.

Said Parcel "A-1" is bounded and described as shown on said
map as follows:

Beginning at a point on the low water line of Blue Hill Bay,
said point being the southwesterly corner of Parcel "B" as shown
on said map and being also the northwesterly corner of the parcel
herein described; Thence, proceeding N84° 30'E, along Parcel "B"
as shown on said map, 4,050 feet more or less; Thence S5°30'E.
along the remaining portion of Parcel "A" and running through the
approximate center of Sibley Pond, 1,000.0 feet: Thence, S84°30'W
along the remaining portion of Parcel "A", 4,550 feet more or
less; Thence generally northeasterly along the low water line of
Blue Hill Bay to the point or place of beginning, further
bounded:

NORTHERLY - by Parcel "B"

EASTERLY and SOUTHERLY - by the remaining portion of Parcel
"A"

WESTERLY - by the low water line of Blue Hill Bay

Containing 98.00 acres, more or less.

The above described parcel, designated as Parcel 2, Acadia
National Park, is all of the same land acquired by Jonathan
Florian from David W. Florian by deed dated October 7, 1981 and
recorded April 22, 1983 in Deed Book 1461, Page 193 in the
Registry of Deeds of Hancock County, Maine.

Parcel 3

All that certain tract or parcel of land lying and being situated in the Town of Blue Hill, Hancock County, Maine, and being more particularly described as follows:

All that certain lot or parcel of land, with any improvements thereon situated on Long Island in the Town of Blue Hill County of Hancock and State of Maine containing 1,115 acres more or less and being the southeasterly portion of said Long Island shown and described as Parcel "D" on a "Plan Showing Division of LONG ISLAND in the Town of Blue Hill County of Hancock, State of Maine Scale: 1" = 1,000 +/- October 11, 1979".

Said land is more particularly bounded and described as shown on said map as follows:

NORTHERLY by Parcel C, 4,580 feet more or less;

WESTERLY by Parcel A, 6,790 feet more or less;

EASTERLY, SOUTHEASTERLY and SOUTHWESTERLY by the waters of Blue Hill Bay.

Together with "Long Island Hub", situated in Blue Hill Bay southerly of the said land.

The westerly boundary commences at a point in the low water line of Closson Cove of Blue Hill Bay, which point is 600 feet easterly (measured along said low water line) from the stream or outlet leading from Sibley Pond; the westerly boundary continues from that point by a bearing of N 5° 30' W.

The northerly boundary intersects with the said westerly boundary at a point 6,790 feet more or less northerly of the low

water line, and runs N 84° 30' E, 4,580 feet, more or less, to the water.

Containing 1,115.00 acres, more or less.

The above described parcel, designated as Parcel 3, Acadia National Park, is all of the same land in which a one half interest was acquired by Raymond H. Chase in common with Diana F. Chase (Grantor herein) by deed dated February 9, 1990 and recorded February 12, 1990 in Deed Book 1794, Page 559 in the Registry of Deeds of Hancock County, Maine.

Parcel 4

All that certain tract or parcel of land lying and being situated in the Town of Blue Hill, Hancock County, Maine, and being more particularly described as follows:

All that certain piece or parcel of land, with the improvements thereon and appurtenances' thereof, situated on Long Island in the Town of Blue Hill, County of Hancock and State of Maine, containing 1,215 acres, and being the northwesterly portion of said Long Island, shown and described as Parcel "B" on a "Plan Showing Division of LONG ISLAND in the Town of Blue Hill, County of Hancock, State of Maine Scale: 1" = 1,000' +/- October 11, 1979".

Said land is more particularly bounded and described as shown on said map as follows:

EASTERLY by Parcel C, 14,590 feet more or less;

SOUTHERLY by Parcel A, 6,020 feet more or less;

WESTERLY and NORTHWESTERLY by the waters of Blue Hill Bay.

The easterly boundary is a continuation northward in a straight line from a point in the low water line of Closson Cove of Blue Hill Bay, which point is 600 feet easterly (measured along said low water line) from the stream or outlet leading from Sibley Pond; the said easterly boundary is a continuation from that point by a bearing of N 5° 30' W.

The southerly boundary intersects with the said easterly boundary line at a point 14,590 feet more or less southerly of the low water line, and runs S 84° 30' W, 6,020 feet, more or less, to the water.

Excepting therefrom a parcel of one hundred acres within the boundaries of Parcel B, as described herein; said one hundred acres being land now or formerly of Wayne Allen as shown on a survey entitled "STANDARD BOUNDARY SURVEY FOR: ROY S. FLORIAN, Long Island, Blue Hill - Maine, Hancock County" dated December 1993 and prepared by John D. Candage - Wildapple Surveying - Blue Hill, Maine and recorded in Book _____, at Page_____.

Also less and excepting therefrom a parcel of 40 acres conveyed to Frances J. Packard as in Deed Book 1830, Page 298, Hancock County, Maine.

Being a portion of the land described in a deed from Stewart and Ethel Florian to the Releasor and Releasee dated October 26, 1974.

Containing 1,075.00 acres, more or less, after said exceptions.

The above described parcel, designated as Tract Parcel 4, Acadia National Park, is a portion of the same land acquired by R.S. Florian from David W. Florian, et al by deed dated January 3, 1980 and recorded March 24, 1980 in Deed Book 1372, Page 504 in the Registry of Deeds of Hancock County, Maine.

Parcel 5

All that certain tract or parcel of land lying and being situated in the Town of Blue Hill, Hancock County, Maine, and being more particularly described as follows:

All that certain piece or parcel of land, with the improvements thereon and appurtenances thereof, situated on Long Island, in the Town of Blue Hill, County of Hancock and State of Maine, containing 1,115 acres, and being the northeasterly portion of said Long Island, shown and described as Parcel "C" on a "Plan Showing Division of LONG ISLAND in the Town of Blue Hill, County of Hancock, State of Maine Scale: 1" - 1,000' +/- October 11, 1979".

Said land is more particularly bounded and described as shown on said map as follows:

NORTHEASTERLY, EASTERLY by Blue Hill Bay by the low water line thereof.

SOUTHERLY, by Parcel "D" 4,580 feet more or less.

WESTERLY, by Parcel "A" and by Parcel "B", 15,440 feet more or less.

The westerly boundary commences at a point in the low water line of Blue Hill Bay, said point being the Northeasterly corner

of Parcel "D" and the Southeasterly corner of the parcel herein described, thence S 84° - 30' W along the Northerly line of Parcel "D" as shown on said map, 4,580 feet more or less to the Easterly Parcels "A" and "B", in part by each, as shown on said map, 15,440 feet more or less to the low water line of Blue Hill Bay, thence generally Southeasterly and Southerly along the low water line of Blue Hill Bay to the point or place of beginning.

Containing 1,115.00 acres, more or less by deed.

The above described parcel, designated as Parcel 5, Acadia National Park, is all of the same land acquired by David W. Florian and Roy S. Florian from Ross L. Hewitt, Personal Representative of the Estate of Walter C. Florian, by deed dated November 23, 1990, and recorded January 30, 1991 in Deed Book 1847, Page 399 in the Registry of Deeds of Hancock County, Maine.

1. **Affirmative Rights Conveyed by the Grantors to the Grantee.** Grantors hereby convey the following rights to Grantee:

(a) All rights and uses not specifically reserved by the Grantors are vested in the Grantee and its assigns, excepting from the operation of this Easement ONLY those rights as may be specifically reserved herein. Notwithstanding the preceding sentence, nothing in this easement shall grant the public the right of access to any portion of the two reserved "Limited Residential Areas" identified on Exhibit "A, attached hereto and made a part hereof.

(b) The right to assure the opportunity for recreation by and education of the general public, except for the Limited

Residential Areas, including the right to establish and manage trails, and to maintain boundary markers and monuments to permit the identification of the extent of the Protected Property and any land use areas established hereunder.

(c) The right to enter upon the Protected Property (but not building interiors) in order to monitor Grantors' compliance with Grantors' retained rights and uses, and otherwise enforce the terms of this Easement. Grantee, in the exercise of its monitoring rights, shall not unreasonably interfere with Grantors' retained use and quiet enjoyment of the Limited Residential Areas as provided in this Easement and shall, whenever practical, give reasonable notice before entering the Limited Residential Areas.

(d) The right to enforce by proceedings at law or in equity the covenants herein set forth, including the right to require the restoration of the Protected Property to the condition that existed prior to any violation complained of. Restoration shall be at Grantors' cost unless noncompliance results from vandalism or natural causes beyond Grantors' ability to control by reasonable means.

(e) The right to identify, to preserve, and to protect in perpetuity, scenic, ecological, cultural, shorefront and island resources, to assess the impact of public use on other conservation values of the Protected Property, to establish appropriate limits on public use to assure protection of the conservation values of the Protected Property, to observe and

undertake scientific studies on the Protected Property. The right to carry out archeological investigations on the Protected Property. No archeological remains or paleontological remains or objects of historical or scientific value shall be disturbed by the Grantors, and all remains or objects of archeological, paleontological, historical, or scientific value found on the Protected Property immediately become the property of the Grantee. The Grantors shall immediately notify the Grantee of any archeological, scientific, paleontological or historical finding of any nature at any time and under any circumstance. Upon discovery of such remains or objects, the Grantors will immediately suspend activities and operations so as to cause no further disturbance, pending investigation and further reasonable and timely instructions of the Grantee.

(f) With the exception of the Limited Residential Areas, and subject to the retained rights of the Grantors, the Grantee, and its assigns, shall have a perpetual, exclusive, and assignable right and easement consisting of the right, but not the obligation, to control, manage, use, and maintain the Protected Property, including the right to permit members of the public to traverse the area, and for other purposes as may be appropriate in connection with the management, development, use, and maintenance of the Protected Property. The Grantors reserve the right to prohibit public access only to the Limited Residential Areas and within twelve hundred feet (1,200') of the dwelling identified as structure No. 1 on Exhibit "A".

2. Rights Reserved by the Grantors. Grantors for themselves, their successors and assigns, hereby reserve the following rights:

(a) The right to construct, maintain, alter, improve, relocate, and replace not more than eighteen (18) Dwellings, including existing Dwellings with Associated Improvements, and not more than two (2) common docks on the Protected Property, subject to the following limitations:

(1) no such structure shall be located within two hundred feet (200') (except docks) of the Normal High Watermark of the shore or within seventy-five feet (75') of any Wetlands without the expressed written consent of the Grantee;

(2) no Dwelling may exceed thirty-two (32) feet in height, and no "Associated Improvement" may exceed eighteen (18) feet in height, measured from the original average grade of the building locus to the roof ridgeline, exclusive of chimneys;

(3) all new structures and improvements must be constructed or sheathed and roofed primarily in natural and non-reflective exterior treatments that blend with the natural surroundings, and be designed without broad expanses of glass and with overhangs or other features that minimize reflectivity, and furthermore, a sufficient screen of indigenous vegetation must be maintained between all structures and the shore, so that they are not prominently visible from Public Vantage Points except for any docks.

(4) all Dwellings and Associated Improvements must be located only within the Limited Residential Areas except for the one existing structure identified as structure No. 1 on Exhibit "A" and referred to in paragraph 2(a)(6).

(5) The two common docks permitted under paragraph 2(a) shall be located within the Limited Residential Areas.

(6) The existing structure identified as structure No. 1 on Exhibit A, may be used, maintained, and replaced during the lifetime of Lani Florian (daughter of David W. Florian one of the Grantors to this Easement). Upon her death the Dwelling may be used and maintained for its economic life, but may not be replaced. If it is destroyed by casualty or Acts of God it may be replaced only during the lifetime of Lani Florian.

If, after the death of Lani Florian, the structure shall be abandoned, or damaged by more than 50%, or is uninhabitable by reason of fire or other casualty, then the right to use this structure shall be terminated as of the date of such casualty or date of abandonment.

In the event of damage to the structure which does not result in a termination of the right of use as aforesaid, Grantor shall repair and restore the structure to its condition prior to such damage. The right to use such structure shall terminate unless repair and restoration is promptly commenced and completed by Grantor, as rapidly as is reasonably practicable, at Grantors expense.

(b) The right (i) to use the Limited Residential Areas for small-scale home occupation that does not adversely affect the scenic, cultural, shorefront, and natural qualities to be preserved by this Easement; (ii) the right to use the Protected Property for non-commercial moorings; and (iii) the rental of the Protected Property and structures permitted hereunder for uses permitted herein; all subject to the limitations of this Easement.

(c) The right anywhere on the Protected Property to construct and maintain pedestrian trails, rustic benches, picnic tables, hand rails, temporary tents, small unlighted signs, stairs, pedestrian trail bridges, and other limited trail improvements and boundary markers, provided that those visible from Public Vantage Points complement the natural and scenic features of the landscape as determined by the Grantee.

(d) The right to divide, subdivide, and convey into separate ownership (i) land within the Limited Residential Areas (whether or not it contains a Dwelling) into not more than eighteen (18) lots and (ii) any portion of the Protected Property may be directly conveyed to any governmental body or any organization that meets the eligibility requirements of Section 170(h)(3) of the Internal Revenue Service Code and which agrees to abide by the terms and conditions of this Easement. The Grantors retain the right to convey or devise their interest in the Protected Property to third parties, subject to the terms and conditions of the easement.

(e) Within the Limited Residential Areas only, to maintain existing roads, and to establish access driveways and residential parking areas, using permeable materials only (such as sand, gravel, shell, or crushed stone), to the permitted dwellings and other structures with the Limited Residential Areas.

Improvements made under the provisions of this paragraph shall be done in a manner so as to create the least possible disturbance to the conservation values of the Protected Property and in no event shall such improvements be greater or more extensive than those dictated by applicable governmental requirements.

(f) The right to excavate and fill to the extent necessary to exercise Grantors' reserved rights in paragraphs 2(a) and 2(e) above. Grantors shall restore the area as soon as possible. Grantors may use gravel from the Limited Residential Areas on the Protected Property only.

(g) The right, but not the obligation, to maintain the existing "abandoned town road" (a grass path) between Closson Cove and Jim's Point as shown on Exhibit A.

(h) Within the Limited Residential Areas, the right to maintain existing clearings and to clear reasonable open areas around and views from permitted additional structures, and to landscape, plant and harvest permitted cleared areas with native vegetative species or non-native species determined by the Grantee not to be a threat to the Conservation Values, and the right to continue horticultural practices all subject to the visibility requirements of paragraph 2(a)(3) that the natural and

scenic view from Public Vantage Points be generally maintained.

(i) Within the Limited Residential Areas, the right to clear and manage vegetation to the extent necessary to exercise Grantors' retained rights at paragraphs 2(a), 2(e), and 2(h) above, provided that in every case the disturbed surrounding area must be restored as soon as possible to a condition consistent with the conservation values to be protected by this Easement.

(j) The right to hunt on the Protected Property. All hunting shall be conducted in accordance with and subject to all Federal, State, and local laws, regulations, and ordinances and with due regard for the safety of others.

The Grantors understand and agree that notwithstanding their reservation of the hunting rights on the Protected Property, they may be prohibited from exercising these rights as a result of valid Federal, State, or local laws, ordinances, or regulations. No additional compensation shall be due the Grantors if the Grantors are prohibited from exercising any hunting rights as a result of valid Federal, State, or local laws, ordinances, or regulations which are now in effect or which may hereafter be promulgated.

(k) Within the Limited Residential Areas the right to prohibit public access.

(l) Grantors may use motorized vehicles within the Limited Residential Area or on the "abandoned town road" for construction, maintenance, and personal use and generally on the Protected Property for permitted land management, maintenance,

and emergency use.

3. **Specific Prohibitions.** Without in any way limiting the rights vested in the Grantee, the Grantor shall not use or allow the use of the Protected Property for any of the following uses or purposes:

(a) Except as provided in Paragraph 2(d), the Grantors shall not subdivide the Protected Property for any purpose at any time. Under no circumstances shall the Protected Property or any portion thereof be included by the Grantors as part of the gross tract area of other property not subject to this Easement for the purposes of determining density, lot coverage, or unbuilt land requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density.

(b) Commercial, industrial, quarrying (except for use of gravel on the Protected Property taken from the Limited Residential Areas), excavation, or mining activities except as provided in Paragraph 2(b).

(c) Additional structures of any kind, temporary or permanent, except as provided in Paragraphs 2(a) and 2(c).

(d) Cellar holes, the remains of fencing, rock walls, wharves, except with prior written approval of the Grantee.

(e) Create any disturbance of the natural vegetation, without the prior written consent of Grantee, except as provided in Paragraphs 2(c), 2(e), 2(h) and 2(i) above, provided that in every case the disturbed surrounding area must be restored as soon as possible to a condition consistent with the conservation

values to be protected by this Easement.

(f) Billboards, illuminated signs, docks piers, inter-island bridges, causeways, towers, campers, house-trailers, marinas, commercial boat storage, solid waste disposal areas, junk yards, use of aircraft, except in emergency, permanent outdoor high-intensity lights; public utility installations such as electric generating plants, electric power substations, high tension electric power transmission lines, gas generating plants, gas storage tanks, water storage tanks or reservoirs, sewage treatment plants, microwave relay stations, antennae and telecommunication apparatus that is visible from Public Vantage Points, or telephone exchanges, except with the prior written permission of the Grantee. No poles for the transmission of any form of energy nor any pipelines for the transmission of gas, oil, water, sewage or any other vapor or liquid products. Nothing herein shall be construed, however, to prevent the construction or maintenance on the Limited Residential Areas of such facilities in connection with the reserved rights of the Grantors. The existing house trailer on the Protected Property shall be removed within 24 months of the date of the Easement. During this 24 month period, the Grantors may use the house trailer for sleeping purposes, but it shall not be used in a manner that generates septic waste.

(g) Discharge of treated or untreated sewage or grey water waste into salt or fresh waters on or about the Protected Property; Disposal or storage of rubbish, garbage, debris,

abandoned vehicles and equipment, parts thereof, or other unsightly or offensive waste material on the Protected Property, except that vegetative slash and debris may be left to remain on the Protected Property, and manure, compost, and vegetative waste may be used on the Protected Property, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal within ninety (90) days; Discharge of any hazardous, including household hazardous waste, into the environment or into septic systems.

(h) Mechanized or motorized equipment or vehicles of any nature except in conjunction with such rights as are specifically reserved herein, or for emergency purposes.

4. Construction. If uncertainty should arise in the interpretation of this Easement, judgment should be made in favor of conserving the conservation values of the Protected Property. Nothing in this Easement should be construed to permit any activity otherwise prohibited by the valid laws and regulations of any federal, state, or local government or governmental agency having competent jurisdiction over the Protected Property.

5. Monitoring and Enforcement rights of Grantee. If Grantee determines, in its sole discretion, that a violation of this Easement has occurred or is about to occur, Grantee has the right to notify Grantors via certified mail, return receipt requested, and/or by service of notice to the Grantors' in accordance with paragraph 7(e) and demand that the violation be stopped and that steps be taken to restore the Protected Property

to the condition that existed prior to the violation complained of. Grantors shall not be responsible for injury to or changes in the Protected Property due to unforeseen circumstances which cannot be controlled by reasonable means, such as, but not limited to, acts of trespassers, vandalism, environmental catastrophe, fire, flood, storm, and earth movement, major tree disease, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Nothing herein shall be construed to preclude the rights of Grantors and Grantee to recover damages from any third party for vandalism, trespass, or other violation of their respective rights in this Easement and the Protected Property.

If Grantors fail to rectify the violation set forth in Grantee's notice, with reasonable dispatch, Grantee shall be entitled to pursue its remedies at law and in equity to enforce the terms of this Easement, to recover damages and to obtain injunctive relief, including an order requiring restoration as aforesaid. Grantee shall have the right, at Grantors' cost and expense to take corrective action to restore the Protected Property to the condition that existed prior to the violation complained of. Requirement of written notice is waived in matters threatening imminent harm to the conservation values to be protected by this Easement, in which case Grantee is entitled immediately to pursue its remedies at law or in equity, ex parte as necessary, after making reasonable efforts to contact

Grantors. If a court shall determine that Grantors have violated this Easement, Grantors shall reimburse Grantee for any reasonable costs of enforcement, including court costs and reasonable attorneys fees, in addition to any other payments ordered by such court. The failure or delay of the Grantee, for any reason whatsoever, to enforce any of the provisions of this Easement shall not constitute a waiver of its right to enforce the same or any other provision hereof.

6. DEFINITIONS. The following definitions apply for purposes of this Easement:

(a) "Dwelling" means a structure designed for single-family use (including an associated well and septic system) with at a minimum permanently installed cooking and indoor or outdoor sanitary facilities. A Dwelling may include household guest and employee quarters and a customary home occupation or professional office for the occupant and may have Associated Improvements as hereinafter defined.

(b) "Associated Improvements" means such other buildings, structures, and improvements not for human habitation as are customarily appurtenant to comparable single-family dwellings in the vicinity of the Protected Property, including but not limited to, swimming pools, tennis courts, solar panels, flagpoles, gazebos, tent platforms, and bird observation stands; buildings and facilities not for human habitation but for the personal use of Grantors and residents of the Protected Property; improvements for fresh water supply, utilities, and communication; satellite

dishes, septic waste disposal facilities, outbuildings, garages, and outdoor furniture and ornaments.

(c) "Wetlands" means lands where saturation with water is the dominant factor determining the nature of soil development and the types of plant and animal communities living in the soil and on its surface. Wetlands must have one or more of the following three attributes: (1) at least periodically, the land supports predominantly hydrophytes; (2) the substrate is predominantly hydric soil, and (3) the substrate is nonsoil and is saturated with water or covered by shallow water at some time during the growing season of each year.

(d) "Limited Residential Area" means one contiguous parcel of land as shown on Exhibit "A" containing or eligible to contain Dwellings plus Associated Improvements.

(e) "Public Vantage Points" means the waters and other public viewpoints within the area of the Acadian archipelago and the Blue Hill Peninsula. By use of the phrase "not prominently visible from Public Vantage Points", it is not intended to require that modifications, additions, or additional structures be made invisible from Public Vantage Points, nor that additional plantings be undertaken to further screen existing structures and their replacements; but that measures be taken so that modifications, additions, or new structures must be designed, sited, sheathed primarily with natural colored stains or building materials, and screened with sufficient intervening vegetation, so that they are not readily noticeable to passersby during

daylight hours from said Public Vantage Points. The adequacy of vegetative screening and other measures taken to control visibility is to be determined in the sole discretion of Grantee.

(f) "Normal High Watermark" means that line which is evident from visible markings, changes in the character of soils or changes in vegetation due to the prolonged action of the water, and which distinguishes between predominantly aquatic and predominantly terrestrial land. In places where the shore or bank is of such character that the Normal High Watermark cannot be easily determined (rock slides, ledges, rapidly eroding or slumping banks), the Normal High Watermark will be estimated from places where it can be determined by the above method. Distances from the Normal High Watermark will be determined by horizontal measurement at the time of construction.

7. Notices and Approvals. The Grantors and the Grantee agree to abide by the following procedures for approvals of required actions and notifications unless provided otherwise in this Easement:

(a) Grantors must notify Grantee in accordance with the provisions of paragraph 7(e) before commencing site work for construction of any new Dwelling, and before commencing construction, replacement, or significant exterior improvement or alteration (other than routine maintenance) to any structure that results in a material change visible from Public Vantage Points.

(b) When Grantee's approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days

of receipt of Grantors' written request therefore. In the case of withholding of approval, Grantee shall notify Grantors in writing with reasonable specificity of the reasons for withholding of approval and the conditions, if any, on which approval might otherwise be given. Failure of Grantee to respond in writing within such sixty (60) days shall be deemed to constitute written approval by Grantee of any request submitted for approval that is not contrary to the express restrictions hereof.

(c) Following the receipt of Grantee's approval when required under paragraph 7(a) and not less than thirty (30) days prior to (i) the commencement of any use or activity approved under paragraph 7(a); (ii) the exercise of any right to construct additional Dwelling or other structures (or to replace or relocate Dwelling or other structures) reserved hereunder except for structures permitted under the terms of paragraph 2(c); or (iii) the exercise of any right to divide the Property reserved hereunder, Grantors agree to notify Grantee in writing of the intention to exercise such right. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to monitor such activity. At Grantee's sole discretion, Grantee may permit commencement of the activity less than thirty (30) days after receiving Grantors' written notice.

(d) Should it be necessary for Grantee to provide notice to Grantors in connection with any matter relating to this Easement,

notice to the record owner or owners, who are of full age and competent, of a majority interest in the Protected Property, or of a majority interest in each parcel if owned separately, shall be deemed notice to all persons having any interests in said Protected Property. In the event that the Protected Property is owned by a partnership, trust, or corporate entity, notice to one general partner, the trustee, or the registered agent, shall be deemed notice to all persons having any interest in said property. Any consent, agreement or approval made in writing by the person or persons to whom notice is required as aforesaid shall be deemed the consent, agreement, or approval of Grantors and shall be binding on all persons having any interests in said Protected Property.

(e) Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:

David W. Florian, 35 Cooper Ridge Road, Southington, Connecticut 06489; Raymond H. Chase, Route 175, Blue Hill Falls, Maine 04615; Diana F. Chase, Route 175, Blue Hills Falls, Maine 04615; Roy S. Florian, 1137 West Street, Southington, Connecticut 06489; and _____

____ (insert information pertaining to the interests of Jonathan Florian)

With a Copy to:

Barry K. Mills, Esq., Hale & Hamlin, 10 State Street, Ellsworth, Maine 04605

To Grantee:

Superintendent, Acadia National Park
P.O. Box 177
Bar Harbor, Maine 04609

or to such other address as any of the above persons from time to time shall designate by written notice to the others.

8. Grant in Perpetuity and Transfer. The Easement herein granted is a burden upon and runs with the Protected Property in perpetuity and binds the Grantors, their heirs and assigns forever. The terms of this Easement must be incorporated by reference in any subsequent deed or legal instrument by which Grantors convey any interest (including a leasehold) in the Protected Property. Grantors must notify Grantee in writing at least thirty (30) days in advance of any transfer, lease in excess of one year, or sale of all or any portion of the Protected Property.

9. Costs and Taxes Grantors agree to pay and discharge when due any and all real property taxes and assessments levied by competent authority on Grantors' interests in the Protected Property.

10. General Provisions

(a) Wherever used herein, unless repugnant to the context, the term "Grantors" and any pronouns used in place thereof shall mean and include the above named Grantors and their heirs, personal representatives, executors, successors, assigns, and all persons hereafter claiming by, under, or through said Grantors, or any of them, whether or not such persons signed this Easement or had an interest in the Protected Property on the execution date of this Easement; and the term "Grantee" shall mean the above-named Grantee and its assigns.

(b) The fact that any of the uses prohibited herein, or other uses not mentioned, may become substantially more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to such non-permitted uses, has been considered by the Grantor in granting this Easement. It is the intent of the Grantor that any such changes should not be deemed to be changed conditions permitting termination of this easement.

(c) The inability to carry on any or all of the above reserved uses, shall not impair the validity of this easement or be considered grounds to terminate it or alter its terms.

(d) If any provisions of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

(e) This Easement grant is made with the understanding that the conservation purposes for which it is given may be protected or furthered under circumstances that may justify modification of certain specific terms of this Easement. To this end, Grantors and Grantee may agree in writing to modify the terms of this Easement to the extent that such modification furthers the conservation purposes of this Easement, does not permit additional residential development beyond that permitted herein, and does not have an adverse effect on the conservation values to be protected by this grant, subject to any procedural requirements imposed on Grantee by law, regulation, or policy.

Any change in the terms of this Easement shall only take effect upon execution, by Grantors and Grantee, of an amendment to this Easement.

(f) No owner shall be responsible for violations occurring on the Protected Property except for violations occurring on such owner's land while owner thereof. However, no owner shall be responsible for injury to or changes in the Protected Property due to unforeseen circumstances as described in paragraph 5 hereof.

(g) In the event of a breach of the terms hereof by the owner or owners of any subdivided portion of the Protected Property, no owner or owners of any other portion of the Protected Property shall be liable for such breach.

(h) Grantors and Grantee intend that the restrictions arising hereunder shall take effect on the day and year this Grant of Easement is recorded in the Registry of Deeds of Hancock County, Maine, after all required signatures have been affixed hereto.

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

AND THE GRANTORS COVENANT with the Grantee and its assigns that they are lawfully seized in fee simple of the Premises described above, that the Premises are free of all liens and encumbrances, that the Grantors have good right to convey this Conservation Easement to the said Grantee to hold as aforesaid; and that the Grantors and their heirs shall and will WARRANT AND

DEFEND the same to the said Grantee and its assigns, forever,
against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Grantors, David H. Florian, Roy S. Florian, A/K/A R. S. Florian, and their spouses, Kathryn Florian, and June Florian, respectively, joining as Grantors and releasing all rights herein by descent or otherwise, and Raymond H. Chase, Trustee of the Raymond H. Chase 1990 Revocable Trust, and Diana F. Chase, Trustee of the Diana F. Chase 1990 Revocable Trust, _____ (insert information for Jonathan Florian's interest) have hereunto signed, sealed and delivered this Conservation Easement the day and year first above written.

WITNESS:

DAVID W. FLORIAN

KATHYRN FLORIAN, his wife

ROY S. FLORIAN
A/K/A R.S. FLORIAN

JUNE FLORIAN, his wife

DIANA F. CHASE, TRUSTEE OF
THE DIANA F. CHASE 1990
REVOCABLE TRUST

RAYMOND H. CHASE, TRUSTEE
OF THE RAYMOND H. CHASE
1990 REVOCABLE TRUST

(insert information for Jonathan Florian's interest here)

GRANTORS' ACKNOWLEDGEMENTS

State of
County of

, ss.

, 1994.

Personally appeared the above-named Grantors, David W. Florian and Kathryn Florian, his wife and acknowledged the foregoing instrument to be their free act and deed.

Before me, _____

Notary Public/Attorney

(Please type or print name of notary)

GRANTOR'S ACKNOWLEDGEMENTS

State of
County of

, ss.

, 1994.

Personally appeared the above-named Grantors, Roy S. Florian, A/K/A R.S. Florian and June Florian, his wife and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public/Attorney

(Please type or print name of notary)

GRANTORS' ACKNOWLEDGEMENTS

State of
County of

, ss.

, 1994.

Personally appeared the above-named Grantors, Diana F. Chase, Trustee of The Diana F. Chase 1990 Revocable Trust and acknowledged the foregoing instrument to be her free act and deed.

Before me, _____
Notary Public/Attorney

(Please type or print name of notary)

GRANTORS' ACKNOWLEDGEMENTS

State of
County of

, ss.

, 1994.

Personally appeared the above-named Grantors, Raymond H. Chase, Trustee of the Raymond H. Chase 1990 Revocable Trust and acknowledged the foregoing instrument to be his free act and deed.

Before me, _____
Notary Public/Attorney

(Please type or print name of notary)

GRANTORS' ACKNOWLEDGEMENTS

State of
County of

, ss.

, 1994.

Personally appeared the above-named Grantors, (insert information for Jonathan Florian's interest here) and acknowledged the foregoing instrument to be their free act and deed.

Before me, _____

Notary Public/Attorney

(Please type or print name of notary)

GRANTEE ACCEPTANCE

The above and foregoing Conservation easement was authorized to be accepted by the United States of America, Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Conservation easement, by and through _____, _____ duly authorize this _____ day of _____, 1994.

UNITED STATES OF AMERICA

by: _____

GRANTEE ACKNOWLEDGEMENT

Commonwealth of Pennsylvania)
County of Philadelphia) ss.

On this the _____ day of _____, 1994, personally appeared _____, the authorized representative of Grantee, the United States of America, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the United States of America.

Before me, _____
Notary Public

(Please type or print name of notary)

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