

OCEANFRONT LOT

COASTAL | BUILDABLE | OCEAN VIEWS

Great Wass Island

**M5L9-1 Black Duck Cove Road
Beals, Maine**

Hiking Trails



\$200,000

WWW.LIFESTYLEPROPERTIESOFMAINE.COM



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DEED

Scan to view the
full property details
and video!





Photography by Mayhem Media

Experience the best of Maine's coastline on this spectacular 10.59-acre oceanfront lot on Great Wass Island. Nestled along the Gulf of Maine, this impressive property offers unparalleled potential for your dream estate. With breathtaking views, direct ocean access, and a small freshwater spring on the property, it's a paradise for waterfront living.

This unique parcel borders the 1,576-acre Great Wass Island Preserve, managed by The Nature Conservancy, with its 4.5-mile hiking trail providing endless opportunities for exploration and scenic views. The cleared building site, completed driveway, soil tests, and a 3-bedroom septic design make this lot ready for construction.

The property is conveniently located just down the road from a picturesque fishing wharf, adding to its authentic coastal charm. The protected cove is ideal for placing a mooring, and the sunsets here are simply unforgettable. Conveniently accessed via a gorgeous bridge from Jonesport, this property combines the tranquility of island living with modern accessibility.





M5L9-1 BLACK DUCK COVE ROAD, BEALS

PRICE

\$200,000

TAXES

\$2180.27/2023

ACREAGE 10.59

WATER 250FT
FRONTAGE



**Lifestyle
Properties
of Maine**



HOW FAR TO...



Shopping | Jonesport, 3± miles



Hospital | DCH, 25± miles



Airport | Bangor, 87± miles



Interstate | I395, 83± miles



City | Machias, 24± Miles



Boston | 318± miles



Spencer Wood

ASSOCIATE BROKER | REALTOR®



603.568.2475 cell



207.794.6164 office



spencer@lifestylepropertiesme.com



113 W Broadway Lincoln, ME 04457

Scan to view
Spencer's bio and
other listings



Testimonial:

'My husband and I would like to thank Spencer for helping us sell our property in Addison. He was so helpful guiding us through the whole process from listing, to negotiating, to closing. Spencer would always return my phone calls or text promptly. If we ever need a realtor again we would want to have Spencer and would highly recommend him to others.'

Ann Fernald



@uclifestylepropertiesme



@uclifestylepropertiesme



@lifestyleproperties



@uclifestylepropertiesme

MUNICIPAL CONTACTS

Police

Washington County Sheriff
(207) 255-4422

Fire

Marshfield Volunteer Fire
(207) 255-4779

Town Office

187 Northfield Road
(207) 255-4779
town@marshfieldtownoffice.com

Tax Assessor

Doug Guy
(207) 263-6824
dougguys@myfairpoint.net

Code Enforcement

James Bradley
(207) 255-8874

Beals - Lot 9-1 Black Duck Cove, 10.59 acres

Washington County, Maine, 10.59 AC +/-



Boundary

Beals - Lot 9-1 Black Duck Cove, 10.59 acres
Washington County, Maine, 10.59 AC +/-



Beals - Lot 9-1 Black Duck Cove, 10.59 acres

Washington County, Maine, 10.59 AC +/-



Boundary

Beals - Lot 9-1 Black Duck Cove, 10.59 acres
Washington County, Maine, 10.59 AC +/-



Boundary



|  Boundary 10.43 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
NAC	Naskeag-Abram-Ricker complex, 0 to 15 percent slopes, very stony	10.43	100	0	20	7s
TOTALS		10.43(*)	100%	-	20.0	7

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

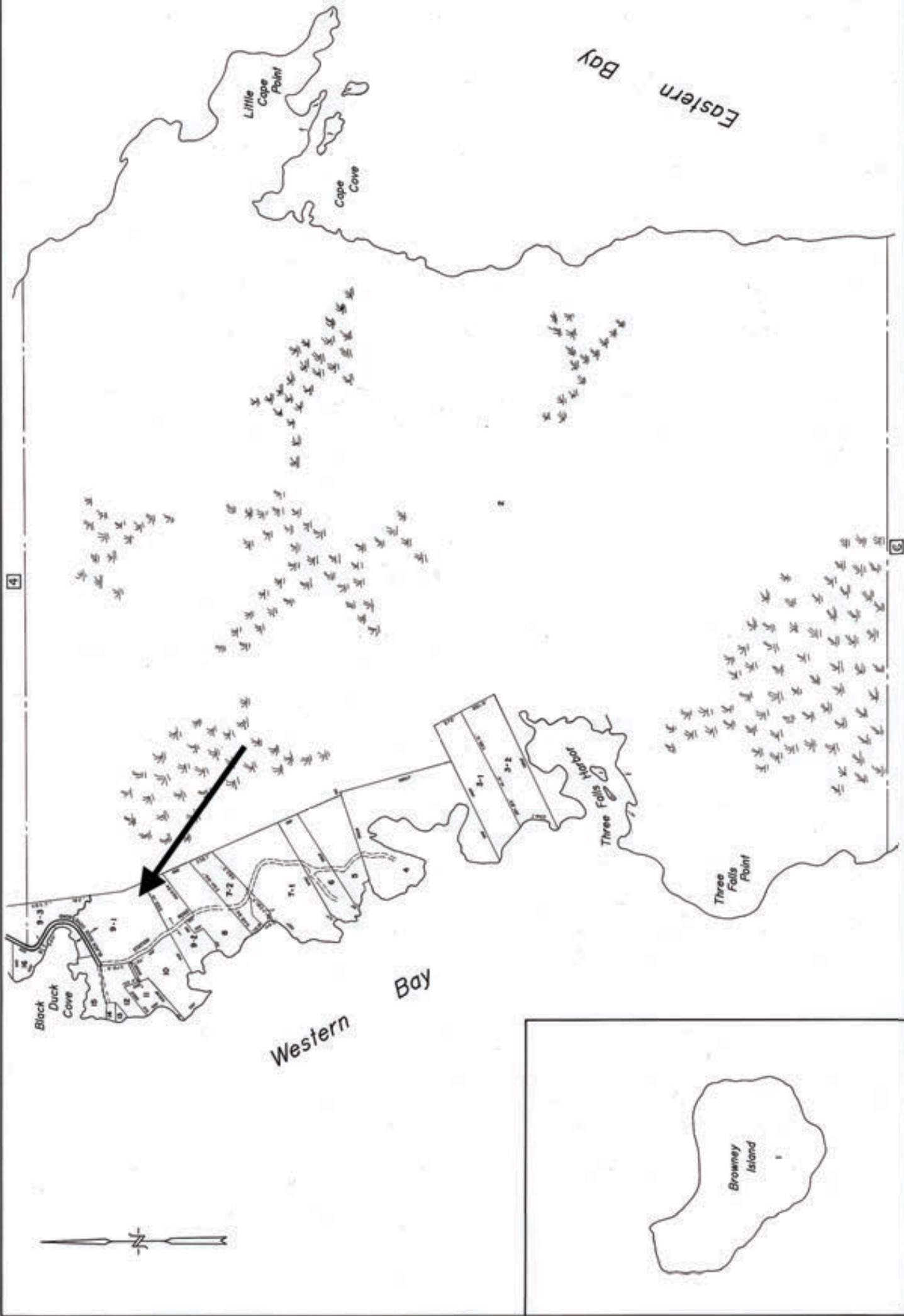
Increased Limitations and Hazards
Decreased Adaptability and Freedom of Choice Users

Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion
(s) soil limitations within the rooting zone (w) excess of water



TOWN OF BEALS

WASHINGTON COUNTY, MAINE

TAX MAP

LEGEND
 PARCEL NUMBER
 WATER LINE
 ADJACENT MAPS 1

DATE OF AERIAL PHOTOGRAPHY APRIL 28, 1998
 DATE OF MAP COMPLETION JUNE 1, 1998
 MAP SCALE 1 INCH = 400 FEET

THIS MAP AND THE INFORMATION ON IT ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THE PURPOSE FOR WHICH IT WAS PREPARED.

EMS
 2000 2001 2002

[illegible][illegible]

BLACKBURN COURT ROAD, BRILL, WILTSHIRE SN6 8JH

[illegible]

J. L. M. de la

Belle Cat 3-14-58

PROPERTY LOCATED AT: 9-1 Black Duck Cove , Jonesport, ME**PROPERTY DISCLOSURE – LAND ONLY**

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I – HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on your property? ☐ Yes ☒ No ☐ Unknown

If Yes: Are tanks in current use?..... ☐ Yes ☒ No ☐ Unknown

If no longer in use, how long have they been out of service? _____

If tanks are no longer in use, have tanks been abandoned according to DEP?..... ☐ Yes ☒ No ☐ Unknown

Are tanks registered with DEP?..... ☐ Yes ☒ No ☐ Unknown

Age of tank(s): _____ Size of tank(s): _____

Location: _____

What materials are, or were, stored in the tank(s): _____

Have you experienced any problems such as leakage: ☐ Yes ☒ No ☐ Unknown

Comments: _____

Source of information: Seller

B. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ☐ Yes ☒ No ☐ Unknown

LAND FILL:..... ☐ Yes ☒ No ☐ Unknown

RADIOACTIVE MATERIAL:..... ☐ Yes ☒ No ☐ Unknown

METHAMPHETAMINE:..... ☐ Yes ☒ No ☐ Unknown

Comments: _____

Source of information: Seller

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

Buyer Initials _____

Page 1 of 4

Seller Initials RB MB

PROPERTY LOCATED AT: 9-1 Black Duck Cove , Jonesport, ME**SECTION II – ACCESS TO THE PROPERTY**

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? ☒ Yes ☐ No ☐ Unknown

If Yes, explain: ROW on Black Duck Cove Rd.

Source of information: Deed & Seller

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass?..... ☐ Yes ☒ No ☐ Unknown

If No, who is responsible for maintenance? Black Duck Cove Owners

Road Association Name (if known): _____

Source of information: Seller

SECTION III – FLOOD HAZARD

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: _____

Have any flood events affected a structure on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: _____

Has any flood-related damage to a structure occurred on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: _____

Has there been any flood insurance claims filed for a structure on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, indicate the dates of each claim: _____

Buyer Initials _____

Page 2 of 4

Seller Initials RB

MB

PROPERTY LOCATED AT: 9-1 Black Duck Cove , Jonesport, ME

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? ☐ Yes ☒ No ☐ Unknown

If Yes, indicate the date of each payment: _____

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? ☐ Yes ☒ No ☐ Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map?

Relevant Panel Number: _____ Year: _____ (Attach a copy)

Comments: _____

Source of Section III information: **Seller and FEMA mapping**

SECTION IV — GENERAL INFORMATION

Are there any shoreland zoning, resource protection or other overlay zone requirements on the property? ☒ Yes ☐ No ☐ Unknown

If Yes, explain: **Shoreland**

Source of information: **Observation**

Is the property the result of a division within the last 5 years (i.e. subdivision)? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: _____

Source of information: **Seller**

Are there any tax exemptions or reductions for this property for any reason including but not limited to:

Tree Growth, Open Space and Farmland, Blind, Working Waterfront? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: _____

Is a Forest Management and Harvest Plan available? ☐ Yes ☒ No ☐ Unknown

Has all or a portion of the property been surveyed? ☒ Yes ☐ No ☐ Unknown

If Yes, is the survey available? ☒ Yes ☐ No ☐ Unknown

Has the property ever been soil tested? ☒ Yes ☐ No ☐ Unknown

If Yes, are the results available? ☒ Yes ☐ No ☐ Unknown

Are mobile/manufactured homes allowed? ☐ Yes ☐ No ☒ Unknown

Are modular homes allowed? ☐ Yes ☐ No ☒ Unknown

Source of Section IV information: **Seller**

Additional Information: _____

Buyer Initials _____

Page 3 of 4

Seller Initials **RB**

MB

PROPERTY LOCATED AT: 9-1 Black Duck Cove , Jonesport, MEATTACHMENTS CONTAINING ADDITIONAL INFORMATION:..... ☐ Yes ☒ No

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer. As Seller, I/we have provided the above information and represent that all information is correct.

Robert Brown 01/14/2025
 SELLER DATE
 Robert Brown

Marsha Brown 01/14/2025
 SELLER DATE
 Marsha Brown

 SELLER DATE

 SELLER DATE

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

 BUYER DATE

 BUYER DATE

 BUYER DATE

 BUYER DATE



WARRANTY DEED
Joint Tenancy

Richard E. Deegan, whose mailing address is: PO Box 293, Beals, ME 04611,

for consideration paid,

grants to Robert W. Brown and Marshia Brown, whose mailing address is: PO Box 269,
Jonesport, ME 04649,

with warranty covenants, as joint tenants,

A certain lot or parcel of land situated in Beals, Washington County, State of Maine, bounded
and described as follows:

Beginning at a 5/8" rebar with Surveyor's Cap marked PLS #2324 on the Easterly boundary line
of land of the Nature Conservancy of the Pine Tree State, Inc., (Book 1041, Page 274) said 5/8"
rebar also being located at the Northeast corner of land now or formerly of Robert E. Nolan and
Judith L. Nolan (Book 2979, Page 111, Parcel 1) and the Southeast corner of the lot herein
conveyed; thence continuing South 57° 30' 59" West along the Northerly boundary line of said
Nolan a distance of 555.14 feet to a 1 1/4" pipe set in concrete at the Southeast corner of land now
or formerly of Paul and Barbara Theresa Kulawiec (Book 953, Page 108); thence continuing
along the Easterly boundary line of said Kulawiec and land of Charles Richards (Book 1102,
Page 199) the following bearings and distances: North 29° 56' 24" West a distance of 68.78
feet; thence continuing on a curve to the left with an arc length of 79.10 feet, a radius of 183.50
feet, a long chord of N 42° 17' 23" W and a distance of 78.49 feet; thence continuing on a curve
to the left with an arc length of 67.77 feet, a radius of 146.50 feet, a long chord of N 41° 23' 10"
W and a distance of 67.17 feet; thence continuing North 28° 7' 59" West a distance 124.81 feet;
thence continuing on a curve to the left with an arc length of 39.73 feet, a radius of 83.50 feet, a
long chord of N 41° 45' 53" W and a distance of 39.36 feet; thence continuing on a curve to the
left with an arc length of 33.77 feet, a radius of 152.34 feet, a long chord of N 49° 2' 42" W and

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a distance of 33.70 feet; thence continuing on a curve to the left with an arc length of 47.36 feet, a radius of 152.34 feet, a long chord of N 33° 47' 17" W and a distance of 47.17 feet; thence continuing on a curve to the left with an arc length of 73.09 feet, a radius of 175.93 feet, a long chord of N 12° 25' 29" W and a distance of 72.57 feet; thence continuing North 2° 16' 16" East a distance of 50.51 feet; thence continuing on a curve to the left with an arc length of 46.25 feet, a radius of 170.68 feet, a long chord of N 9° 43' 34" W and a distance of 46.11 feet; thence continuing North 19° 24' 44" West a distance of 34.85 feet; thence continuing North 19° 51' 19" West a distance of 31.06 feet to a 5/8" rebar with Surveyor's Cap marked PLS #2324; thence continuing on a curve to the right with an arc length of 193.31 feet, a radius of 916.50 feet, a long chord of N 65° 17' 18" E and a distance of 192.96 feet; thence continuing North 59° 14' 44" East a distance of 59.71 feet to a 3/4" rebar at the southeasterly base of utility pole #69; thence continuing North 19° 8' 10" West a distance of 46.51 feet to a 1 1/2" pipe found; thence continuing on the same bearing of North 19° 5' 10" West to a point at the high water line of Black Duck Cove; thence continuing Northeasterly, Northerly and Northwesterly, or whatever the course may be, following the approximate high water line of said Black Duck Cove a distance of 655 feet, more or less, to a point at the Southeast corner of land now or formerly of Mario A. Argentino and Janet Argentino (Book 2545, Page 205); thence continuing North 14° 12' 54" East to a 5/8" rebar with a Surveyor's Cap marked PLS #2324 near the shore of Black Duck Cove, which last mentioned 5/8" rebar is N 12° 31' 40" W a distance of 425.87' on a tie line from the previously mentioned 1 1/2" pipe found; thence continuing on the same bearing of North 14° 12' 54" East a distance of 30.41 feet to a one inch rebar found on the Northwesterly side of utility pole #66; thence continuing on a curve to the left with an arc length of 81.96 feet, a radius of 89.30 feet, a long chord of N 00° 59' 52" W and a distance of 79.11 feet; thence

continuing North 25° 17' 40" East a distance of 134.47 feet to a ½" rebar found on the Southerly boundary line of land now or formerly of John T. Beal (Book 2375, Page 228); thence continuing North 89° 5' 34" East a distance of 36.78 feet to a 5/8" rebar with a Surveyor's Cap marked PLS #2324; thence continuing on a curve to the right with an arc length of 48.54 feet, a radius of 283.50 feet, a long chord of N 30° 28' 17" E and a distance of 48.48 feet; thence continuing North 35° 22' 37" East a distance of 96.73 feet; thence continuing on a curve to the right with an arc length of 27.35 feet, a radius of 83.50 feet, a long chord of N 44° 45' 35" E and a distance of 27.23 feet; thence continuing North 54° 08' 34" East a distance of 91.89 feet; thence continuing on a curve to the right with an arc length of 35.03 feet, a radius of 166.50 feet, a long chord of N 48° 06' 56" E and a distance of 34.96 feet; thence continuing North 42° 05' 19" East a distance of 80.35 feet; thence continuing on a curve to the right with an arc length of 153.31 feet, a radius of 166.50 feet, a long chord of N 15° 42' 39" E and a distance of 147.95 feet to a 5/8" rebar with Surveyor's Cap marked PLS #2324; thence South 10° 40' 00" East along the Westerly boundary line of the Nature Conservancy property a distance of 782.73 feet to a 5/8" rebar marked with Surveyor's Cap marked PLS #2324; thence continuing South 9° 12' 25" East along the Westerly boundary line of the Nature Conservancy property a distance of 760.91 feet to the point of beginning.

The above described lot contains 16.96 acres, more or less, and is in accordance with the survey plan prepared by CES, Inc., dated September 1, 2005 and recorded in Cabinet 3, Drawer 14, #58 of the Washington County Registry of Deeds. If any discrepancy exists between the above-description and the above survey plan, the survey plan shall control.

Meaning and hereby conveying a portion of the first lot described in a deed from Robert M. Gillespie, Jr. et al to the Grantor herein, dated October 8, 2004 and recorded in Book 2942, Page 180 of the Washington County Registry of Deeds.

Granting also to the Grantees herein, their heirs and assigns, any interest the Grantor may have in the land lying between the westerly boundary line of the above-conveyed property and the low

water mark of Black Duck Cove, subject to the rights of the public and the state of Maine therein and thereon.

Granting also to the Grantees herein, their heirs and assigns, to be used in common with the Grantor herein and his heirs and assigns any interest the Grantor may have in any portion of the Black Duck Cove Road or any other road which lies within the bounds of the above-conveyed property, subject to the use by any others who might have the right to use the same.

Also subject to the restrictions noted as "Deed Notes" as noted in the aforesaid survey plan and also subject to any other provisions contained in said Survey Plan.

Granting also to the Grantees herein, their heirs and assigns, all rights, privileges, appurtenances and easements belonging to the granted estate as intended by M.R.S.A., Title 33, Section 773.

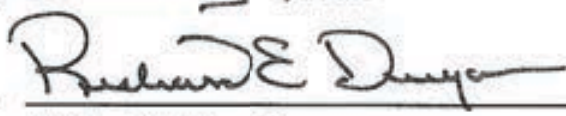
Granting also to the said Grantees, their heirs and assigns, as a covenant running with the land conveyed, a right of way, by foot or by vehicle including power and utilities, over the Carver Industries, Inc. Road also known as the Black Duck Cove Road between the Flying Place, so-called, and the northerly line of the lot hereby conveyed, to be used in common with the Grantor herein and all others entitled to use the same. Said power and utility easement shall be assignable to power and utility companies.

Witness my hand and seal this

13th day of January, 2006.



Witness



Richard E. Deegan

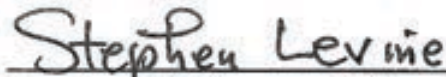
STATE OF MAINE

Washington, ss.

Dated: January 13, 2006

Then personally appeared the above named Richard E. Deegan and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Typed or printed name of Notary Public



Notary Public

SEAL

Received
Recorded Register of Deeds
Jan 13, 2006 01:07:39P
Washington County
Sharon D. Strout

BK 2126 PG 188

13234

AMENDMENT TO CONSERVATION EASEMENT

Reference is made to a Conservation Easement granted by William T. Okie, Milton C. Mumford, Charles J. Chapman, III and Robert M. Gillespie (the "Grantors") to The Nature Conservancy of the Pine Tree State, Inc., a non-profit corporation organized under the laws of the State of Maine and maintaining its principal office at 14 Maine Street, Suite 401, Brunswick, ME 04011 (the "Grantee"), dated December 14, 1978 and recorded in the Washington County Registry of Deeds in Book 1041, Page 283 (the "Easement"), relating to certain property situated in the Town of Beals, Washington County, Maine, as more particularly described in the Easement (the "Protected Property"). The Protected Property is also shown as Parcels A, B and C on a plan prepared by Harry C. Plummer, Jr., dated September, 1978 and recorded with said Registry of Deeds in Hanger 1, Slide 61 (the "Plan").

WHEREAS, the Grantee is the owner of certain real property which adjoins the Protected Property, as more particularly described in the following three deeds: Warranty Deed from Grantors dated December 13, 1978 and recorded with said Deeds in Book 1041, Page 274; Warranty Deed from David C. Mactye dated December 13, 1978 recorded with said Deeds in Book 1041, Page 271; and Warranty Deed from William T. Okie, Milton C. Mumford and Charles J. Chapman, III dated December 13, 1978, and recorded with said Deeds in Book 1041, Page 269. The term "Benefited Property" as described in the Easement shall hereinafter refer to all of the property described in the three deeds. The Benefited Property is also known as the Great Wass Island Preserve.

WHEREAS, Louise M. Okie is the successor in interest to William T. Okie and therefore is a Grantor under this amendment to conservation easement.

WHEREAS, Grantors are currently the owners of Parcel A and Parcel B, and those portions of Parcel C not previously conveyed by Grantors ("the Grantors' Parcels").

WHEREAS, Grantors and the Grantee desire to amend the Easement as it relates to the Grantors' parcels, in order to clarify certain provisions of the Easement relating to the permitted uses of the Grantors' Parcels, so as to more accurately reflect their original intent when they entered into the Easement.

WHEREAS, in consideration for the Grantors' willingness to amend the Easement, Grantee is willing to agree that it shall not convey the Benefited Property to an agency of the federal government.

NOW, THEREFORE, in consideration of the mutual terms, conditions and agreements provided herein, Grantors and Grantee agree as follows:

I. The Grantors and the Grantee hereby amend the Easement, as follows:

1. The Sections of the Easement entitled "AS TO PARCEL A," "AS TO PARCEL B," and "AS TO PARCEL C," are deleted in their entirety, and the following Sections are substituted in place thereof:

AS TO PARCEL A

All of the land within 100 feet of the easterly boundary of Parcel A shall be kept entirely in its "natural state" (as defined in Section 2 of this document), except for the construction and maintenance of a right-of-way for the benefit of the Grantee, which will be used for management and research purposes only.

All of the land within 200 feet of the Mud Hole shall be subject to the following restrictions: removal of vegetation and placement of any structures shall comply in all respects with the Mandatory Shoreland Zoning Act, Title 38, M.R.S.A., Sections 435-449, and all other applicable federal and state laws and local ordinances as such laws may be amended from time to time. Grantor shall have no right to cut trees within that portion of said 200 foot strip which is also within 100 feet of the boundaries of Parcel A.

Grantors shall refrain from any and all activities on Parcel A that would interfere with Grantee's use of the rights-of-way to be granted in connection with the Benefited Parcel.

There shall be no structures built on Parcel A except for a limited number of single family residences. The number of single family residences on Parcel A shall be determined by dividing the total acreage of Parcel A by five (5).

AS TO PARCEL B

All of the land within 100 feet of the easterly boundary of Parcel B shall be kept entirely in its "natural state" (as defined in Section 2 of this document).

There shall be no structures built on Parcel B except for a limited number of single family residences. The number of single family residences on Parcel B shall be determined by dividing the total acreage for Parcel B by five (5).

AS TO PARCEL C

All of the land easterly of the existing access road shall be kept entirely in its natural state except for the construction and maintenance of a right-of-way for the benefit of Grantee which will be used for management and research purposes only. The Grantee will use the existing access road that crosses Parcel C for management and research purposes only.

All of the land within 100 feet of the mean high water mark of the Atlantic Ocean shall be subject to the following restrictions: Grantors shall have the right to construct and maintain no more than one dock and access road for the benefit of each permitted residence on Parcel C; and removal of vegetation and placement of any structures shall comply in all respects with the Mandatory Shoreland Zoning Act, Title 38, M.R.S.A., Sections 435-449, and all other applicable federal and state laws and local ordinances, as such laws may be amended from time to time.

There shall be no structures built on Parcel C except for a limited number of single family residences. The number of single family residences on Parcel C shall be determined by dividing the total acreage of Parcel C by five (5).

2. Grantors agree that, except as otherwise specifically permitted by this Easement, within the areas to be kept in their "natural state" :

- a) There shall be no removal, destruction, cutting or planting of trees, shrubs or plants, or disturbance or change in the natural habitat in any manner, except to create and maintain foot paths.
- b) There shall be no constructing or placing of any building, tennis or other recreational court, landing strip, mobile home, swimming pool, fence or sign, asphalt or concrete pavement, antenna, utility pole, tower, conduit, line, sodium vapor light or any other temporary or permanent improvement or facility.
- c) There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner.
- d) There shall be no use of chemicals, grazing of domestic animals, storage or dumping of ashes, trash, garbage, fill or any other materials.

BK2126PG191

3. Except as specifically amended hereby, all of the covenants, terms, conditions, and restrictions contained in the original Easement shall remain in full force and effect.

II. The Grantee agrees that for so long as the Easement remains in full force and effect, and the Grantors or their successors in title are not in violation of any provision thereof, Grantee and its successors shall not convey the fee interest in the Benefited Property or lease the Benefited Property in whole to any agency of the federal government; provided, however, that Grantee shall not be deemed to have breached this agreement in the event of an eminent domain taking by any agency of the federal government. The Grantee further agrees that Grantee shall oppose National Natural Landmark designation for the Benefited Property.

This agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Executed under seal on May 20 1996, 1996.

Louise M. Okie
Louise M. Okie

Milton C. Mumford
Milton C. Mumford

Charles J. Chapman, III
Charles J. Chapman, III

Robert M. Gillespie
By: Gratia A. Gillespie through power of
attorney dated September 24, 1992

THE NATURE CONSERVANCY

SEAL

By: Laura A. Johnson
Laura A. Johnson,
Regional Director

BK2126PG192

3. Except as specifically amended hereby, all of the covenants, terms, conditions, and restrictions contained in the original Easement shall remain in full force and effect.

II. The Grantee agrees that for so long as the Easement remains in full force and effect, and the Grantors or their successors in title are not in violation of any provision thereof, Grantee and its successors shall not convey the fee interest in the Benefited Property or lease the Benefited Property in whole to any agency of the federal government; provided, however, that Grantee shall not be deemed to have breached this agreement in the event of an eminent domain taking by any agency of the federal government. The Grantee further agrees that Grantee shall oppose National Natural Landmark designation for the Benefited Property.

This agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Executed under seal on 6/14, 1996.

Louise M. Okie

Milton C. Mumford

Charles J. Chapman, III

Robert M. Gillespie

By: Gratia A. Gillespie through power of attorney dated September 24, 1992

THE NATURE CONSERVANCY

By: Laura A. Johnson

Laura A. Johnson,
Regional Director

SEAL

BK2126PG193

3. Except as specifically amended hereby, all of the covenants, terms, conditions, and restrictions contained in the original Easement shall remain in full force and effect.

II. The Grantee agrees that for so long as the Easement remains in full force and effect, and the Grantors or their successors in title are not in violation of any provision thereof, Grantee and its successors shall not convey the fee interest in the Benefited Property or lease the Benefited Property in whole to any agency of the federal government; provided, however, that Grantee shall not be deemed to have breached this agreement in the event of an eminent domain taking by any agency of the federal government. The Grantee further agrees that Grantee shall oppose National Natural Landmark designation for the Benefited Property.

This agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Executed under seal on May 20 1996, 1996.

Louise M. Okie
Louise M. Okie

Milton C. Mumford

Charles J. Chapman, III
Charles J. Chapman, III

Robert M. Gillespie

By: Gratia A. Gillespie through power of attorney dated September 24, 1992

THE NATURE CONSERVANCY

SEAL

By: Laura A. Johnson
Laura A. Johnson,
Regional Director

BK2126PG194

3. Except as specifically amended hereby, all of the covenants, terms, conditions, and restrictions contained in the original Easement shall remain in full force and effect.

II. The Grantee agrees that for so long as the Easement remains in full force and effect, and the Grantors or their successors in title are not in violation of any provision thereof, Grantee and its successors shall not convey the fee interest in the Benefited Property or lease the Benefited Property in whole to any agency of the federal government; provided, however, that Grantee shall not be deemed to have breached this agreement in the event of an eminent domain taking by any agency of the federal government. The Grantee further agrees that Grantee shall oppose National Natural Landmark designation for the Benefited Property.

This agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Executed under seal on 1/26, 1996.

Louise M. Okie

Milton C. Mumford

Charles J. Chapman, III

Robert M. Gillespie

By: Gratia A. Gillespie through power of attorney dated September 24, 1992

THE NATURE CONSERVANCY

SEAL

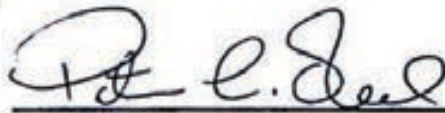
By: Laura A. Johnson

Laura A. Johnson
Regional Director

BK2126PG195

STATE OF CONNECTICUT)
COUNTY OF Middlesex) SS:

On this 20th day of MAY, 1996, before me personally appeared Louise M. Okie, to me personally known, who, being by me duly sworn did depose and say that she is the person named in the foregoing instrument; and acknowledged said instrument to be her free act and deed.



Notary Public

My Commission Expires:

PATRICIA L. O'NEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES SEPT. 30, 1997

SEAL

STATE OF CALIFORNIA)
COUNTY OF) SS:

On this _____ day of _____, 1996, before me personally appeared Milton C. Mumford, to me personally known, who, being by me duly sworn did depose and say that he is the person named in the foregoing instrument; and acknowledged said instrument to be his free act and deed.

Notary Public

My Commission Expires:

STATE OF CONNECTICUT)
COUNTY OF) SS:

On this _____ day of _____, 1996, before me personally appeared Charles J. Chapman, III, to me personally known, who, being by me duly sworn did depose and say that he is the person named in the foregoing instrument; and acknowledged said instrument to be his free act and deed.

Notary Public

My Commission Expires:

BK2126PG196

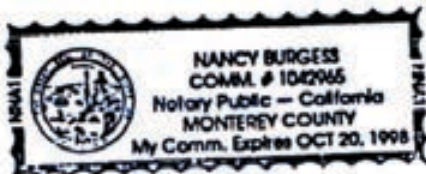
STATE OF CONNECTICUT)
COUNTY OF) SS:

On this _____ day of _____, 1996, before me personally appeared Louise M. Okie, to me personally known, who, being by me duly sworn did depose and say that she is the person named in the foregoing instrument; and acknowledged said instrument to be her free act and deed.

Notary Public
My Commission Expires:

STATE OF CALIFORNIA)
COUNTY OF Monterey) SS:

On this 14 day of June, 1996, before me personally appeared Milton C. Mumford, to me personally known, who, being by me duly sworn did depose and say that he is the person named in the foregoing instrument; and acknowledged said instrument to be his free act and deed.



Nancy Burgess

Notary Public
My Commission Expires: 10-20-98

STATE OF CONNECTICUT)
COUNTY OF) SS:

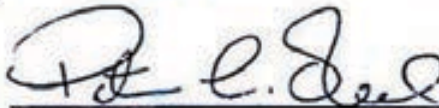
On this _____ day of _____, 1996, before me personally appeared Charles J. Chapman, III, to me personally known, who, being by me duly sworn did depose and say that he is the person named in the foregoing instrument; and acknowledged said instrument to be his free act and deed.

Notary Public
My Commission Expires:

BK2126PG197

STATE OF CONNECTICUT)
COUNTY OF Middletown) SS:

On this 20th day of MAY, 1996, before me personally appeared Louise M. Okie, to me personally known, who, being by me duly sworn did depose and say that she is the person named in the foregoing instrument; and acknowledged said instrument to be her free act and deed.



Notary Public
My Commission Expires:

PATRICIA L. O'NEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 30, 1997

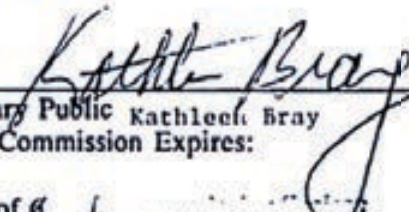
STATE OF CALIFORNIA)
COUNTY OF) SS:

On this _____ day of _____, 1996, before me personally appeared Milton C. Mumford, to me personally known, who, being by me duly sworn did depose and say that he is the person named in the foregoing instrument; and acknowledged said instrument to be his free act and deed.

Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
COUNTY OF Yale) SS: New Canaan

On this 10 day of September, 1996, before me personally appeared Charles J. Chapman, III, to me personally known, who, being by me duly sworn did depose and say that he is the person named in the foregoing instrument; and acknowledged said instrument to be his free act and deed.



Notary Public Kathleen Bray
My Commission Expires:

SEAL

BK2126PG198

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) SS:

On this 26th day of January, 1996, before me personally appeared Gratia A. Gillespie, to me personally known, who, being by me duly sworn did depose and say that she is the person named in the foregoing instrument, and that she holds power of attorney for Robert M. Gillespie; and acknowledged said instrument to be her free act and deed.

LAURA F. GARITO
Notary Public, State of New York
No. 01-4876904
Qualified in Westchester County
Commission Expires May 31, 1998

Laura F. Garito
Notary Public
My Commission Expires: 5/31/98

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) SS:

On this 3rd day of October, 1996, before me personally appeared Laura A. Johnson, to me personally known, who being by me duly sworn did say that she is the Regional Director of the Eastern Region of The Nature Conservancy, the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

Marguerite H. V. Hasbrouck (seal)
Notary Public
My Commission Expires:

SEAL

MARGUERITE H. V. HASBROUCK
Notary Public
My Commission Expires Aug 5, 1999

b:\gwiole.amd

Notice: The powers granted by this document are broad and sweeping. They are defined in Connecticut Statutory Short Form Power of Attorney Act, sections 1-42 thru 1-56, inclusive, of the General Statutes, which expressly permits the use of any other or different form of power of attorney desired by the parties concerned.

KNOW ALL MEN BY THESE PRESENTS, which are intended to constitute a **GENERAL POWER OF ATTORNEY** pursuant to Connecticut Statutory Short Form Power of Attorney Act:

That I, **ROBERT M. GILLESPIE**, of 159 Long Neck Point Road, Darien, CT 06820,

do hereby appoint **GRATIA A. GILLESPIE**, of 159 Long Neck Point Road, Darien, CT 06820,

my attorney(s) -in-fact **TO ACT**

[If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word "severally". Failure to make any insertion of intention or insertion of the word "jointly" will require the agents to act jointly.]

First: in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in the Connecticut Statutory Short Form Power of Attorney Act to the extent that I am permitted by law to act through an agent:

(Strike out and initial in the opposite box any one or more of the subdivisions as to which the principal does NOT desire to give the agent authority. Such elimination of any one or more of subdivisions (A) to (L) inclusive, shall automatically constitute an elimination also of subdivision (M).

To strike out any subdivision the principal must draw a line through the text of that subdivision AND write his initials in the box opposite.

(A) real estate transactions;	[]
(B) chattel and goods transactions;	[]
(C) bond, share and commodity transactions;	[]
(D) banking transactions;	[]
(E) business operating transactions;	[]
(F) insurance transactions;	[]
(G) estate transactions;	[]
(H) claims and litigation;	[]
(I) personal relationships;	[]
(J) benefits from military service;	[]
(K) records, reports and statements;	[]
(L) health care decisions;	[]
(M) all other matters;	[]

[Special provisions and limitations may be included in the statutory short form power of attorney only if they conform to the requirements of the Connecticut Statutory Short Form Power of Attorney Act.]

BK2126PG200

Second: With full and unqualified authority to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select.

Third: Hereby ratifying and confirming all that said attorney(s) or substitute(s) do or cause to be done.

Fourth: To induce any third Party to act hereunder, I hereby agree that any third Party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I, for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

This power of attorney shall not be affected by the subsequent disability or incompetence of the principal.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my seal this 24th day of September, 1992.

Signed, sealed and delivered
in the presence of:

Donald L. Smith

Barbara B. Chrostowski

Robert M. Gillespie
Robert M. Gillespie

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

} ss. David Cushman

September 24, 1992

Personally appeared ROBERT M. GILLESPIE, Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

Samuel R. Dorrance
Samuel R. Dorrance

Commissioner of the Superior Court/
~~Notary Public~~

Title of Officer

STATE OF MAINE
WASHINGTON CO.
REGISTRY OF DEEDS

Received NOV 26 1996
at 11 H 28 M 4 M recorded
in Book _____ Page _____
Attest:

Registrar



Dept. of Professional & Financial Regulation
Office of Professional & Occupational Regulation
MAINE REAL ESTATE COMMISSION

35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.**

You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements **create a client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to the basic services** required of all licensees listed above:

services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests:
 - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
 - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

COMPANY POLICY ON CLIENT-LEVEL SERVICES — WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called "**single agency**");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "**appointed agency**");
- ✓ The company may offer limited agent level services as a **disclosed dual agent**.

WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

Remember!

Unless you enter into a written agreement for agency representation, you are a customer—not a client.

THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee

This form was presented on (date) _____

To _____
Name of Buyer(s) or Seller(s)

by _____
Licensee's Name

on behalf of _____
Company/Agency

MREC Form#3 Revised 07/2006
Office Title Changed 09/2011

To check on the license status of the real estate brokerage company or affiliated licensee go to www.maine.gov/professionallicensing. Inactive licensees may not practice real estate brokerage.



Maine's #1 YouTube Channel



United Country Lifestyle Properties of Maine

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Maine Real Estate property listings | Interested in residential, land, recreational, hunting, wa... >

lifestylepropertiesofmaine.com and 3 more links

🔔 Subscribed



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Scan the code to learn how to get the most money for your property, with the least amount of hassle.

Testimonial

"We are extremely pleased with the service that we received from United Country Lifestyle Properties of Maine in marketing our farm property. They produced a very high quality video of our farm that got 63K views on their YouTube Channel that resulted in dozens of contacts from potential buyers and the eventual sale of our farm."

Allen LeBrun, Previous Client