

CONTRACT ZONING AGREEMENT
BY AND BETWEEN THE TOWN OF CUMBERLAND
AND
SYNERGOSITY LLC
RELATING TO THE GRANGE AT LONGWOODS
76 LONGWOODS ROAD

This Contract Zoning Agreement is entered into this _____ day of _____, 2022 by and between the TOWN OF CUMBERLAND, MAINE, a municipal corporation (“Town”) and SYNERGOSITY LLC, (the “Owner”), a Maine limited liability company with a business address of 173 Spurwink Road, Scarborough, Maine 04074, its successors and assigns, pursuant to 30-A M.R.S. §4352 (8) (the “Statute”), which governs conditional and contract re-zoning in Maine municipalities, and Section 315-79 of the Cumberland Zoning Ordinance (the “Zoning Ordinance”), which sets forth the Town’s Contract Zoning standards, conditions and procedures.

WHEREAS, the land subject to this Agreement (the “Premises”) is comprised of 61.56 acres +/- located on the westerly side of Longwoods Road (Route 9) and consists of two tax parcels: a parcel approximately 42 acres in size and designated on the tax maps as Map R-03, Lot 13, which is improved with a circa 1870 farmhouse and barn, and a parcel approximately 19 acres in size and designated on the tax maps as Map R-03, Lot 6-A, which is undeveloped land, and

WHEREAS, the Owner’s title to the Premises is derived from a deed from Daniel F. Villacci and Marianna Villacci to Synergosity LLC dated September 3, 2021 and recorded in the Cumberland County Registry of Deeds in Book 38626, Page 268, a copy of which is attached hereto, marked as Exhibit A, and

WHEREAS, the Premises are depicted on a plan attached hereto, marked as Exhibit B, and

WHEREAS, the Premises are located in the Rural Residential 1 (RR1) Zone, and

WHEREAS, the Owner wishes to develop the Premises as a mixed-use project (the “Project”) to include residential, agricultural, commercial and recreational uses, with a significant conservation component, and

WHEREAS, the conservation component of the project will provide long-term protection for nearly 90% of the Premises through an agricultural Conservation Easement (the “CE”)

granted to Maine Farmland Trust (“MFT”), a copy of which is attached hereto, marked as Exhibit C¹, and

WHEREAS, MFT will eventually transfer the Holder’s responsibilities under the CE to the Chebeague and Cumberland Land Trust (“CCLT”), which will supplement CCLT’s other conservation holdings in the Town, and

WHEREAS, the CE provides for agricultural use of the Conservation Area, consisting of approximately 51 acres of cropland, pasture, hayfields and woodlands and a three-acre Farmstead where the existing farmhouse, barn and related infrastructure are located, and

WHEREAS, ideally, a farmer (the “Farmer”) will enter into a long-term lease arrangement with the Owner to farm the land, and

WHEREAS, the existing residence within the Farmstead may house the Farmer and his or her family or be modified to provide housing for farm workers, and

WHEREAS, the Conservation Parcel has favorable topography and soils composition for the Project’s uses, including growing and on-site sale of vegetables and other agricultural products by the Farmer, and

WHEREAS, potential also exists for a year-round farmers market, a farm-based retail use, on either the Developed Area (defined below) or in the Farmstead portion of the Conservation Area and

WHEREAS, the commercial component of the project will occur on the seven +/- acres of the Premises (the “Developed Area”) and include a restaurant and event space to be known, for the purposes of this document, as the Grange Hall Pub (the “Grange Hall”) and possibly a year-round farmer’s market, as noted above, and

WHEREAS, the Developed Area also may be the site of a second residence to supply housing for either the Farmer, farm staff or the Grange Hall operator, and

WHEREAS, the existing residence and barn on the Conservation Area and all structures within the Developed Area will be set back at least 400 feet from existing structures on abutting parcels, and

WHEREAS, the contemplated recreational uses associated with the Project include but are not limited to hiking, cross-country skiing, exterior sculpture display, disc golf and may include establishment of a spur trail connecting to the Town’s existing trail system, and

¹ On January 1, 2022, the Developer and MFT entered into a purchase and sale contract that calls for the Developer to convey a CE covering approximately 54 acres of the Premises to MFT. A summary of the terms of the planned CE is attached hereto, marked as Exhibit C. The closing on sale of the CE will have occurred before the Town Council votes on this CZA, so the CE itself will be attached to the final version as Exhibit C.

WHEREAS, the proposed trails, exterior sculpture and Grange Hall will be significant cultural enhancement to the residents of Cumberland, and

WHEREAS, the preservation of the rear portion of the Premises, which has frontage on the East Branch of the Piscataqua River, will provide an important regional benefit for the environment, and

WHEREAS, this proposal will protect a significant traditional rural, agricultural viewshed along Longwoods Road, as is more particularly shown on Exhibit D hereto, and

WHEREAS, the Project advances land use objectives consistent with the Comprehensive Plan, including economic development (by promoting sustainability and encouraging businesses that allow residents to more easily obtain basic goods and services as well as social places where residents can gather together), tax fairness (the non-residential aspects of the development will shift some of the municipal tax burden from residential to commercial taxpayers), enhancement of recreation and open space (through preservation of open fields and vistas, and use and expansion of trail networks that will help promote active and healthy lifestyles), protection of natural resources (including wetlands, plant habitat and native wildlife), preservation and continued use of agricultural land, and the production and harvest of locally produced food, and

WHEREAS, in order for the Project to be financially feasible for the Owner and for all applicable code requirements to be met, certain agreements are required with respect to use of the Premises, and the relative applicability of design standards and performance standards set forth in the Zoning Ordinance, and

WHEREAS, the Town and the Developer desire to enter into a Contract Zoning Agreement for the Premises, subject to the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to 30-A M.R.S. §4352 (8) and Section 315-79 of the Zoning Ordinance, as amended, the Cumberland Town Council hereby finds that this Contract Zoning Amendment:

- A. is consistent with the Comprehensive Plan duly amended adopted by the Town of Cumberland through its Town Council on March 24, 2014;
- B. establishes a Contract Zone area that would be in harmony with the existing and permitted uses in the original zone of the area involved;
- C. only includes conditions and restrictions which are related to the physical development and future operation of the Project, and
- D. imposes conditions and restrictions that are necessary and appropriate for the protection of the public health, safety and general welfare of the Town.

In furtherance of these common goals, the parties agree as follows:

I. Establishment of the Contract Zone

The Town hereby agrees that the Premises as described herein shall be a contract zone (the “Contract Zone”) pursuant to the provisions of 30-A M.R.S. §4352(8) and Section 315-79 of the Zoning Ordinance. Except as expressly modified or otherwise stated herein, the Premises shall be subject to the provisions and requirements of the underlying RR1 Zoning District, as the same may be amended from time to time, together with all applicable lot and general requirements not modified hereby.

II. Description of the Land and Permitted Uses

A. The Conservation Area comprises approximately 54 acres of the total 61.56 acre parcel. Its use is limited by the CE, a copy of which is attached to this Agreement, marked as Exhibit C. Under this Contract Zone Agreement, the following uses and structures are permitted anywhere within the Conservation Area:

1. The production, keeping or maintenance for sale or lease of plants and/or animals, including but not limited to forage and sod crops, grains and seed crops, dairy animals and dairy products, poultry and poultry products, livestock, fruits and vegetables, and ornamental and greenhouse products.
2. Construction of additional or replacement agricultural infrastructure, including but not limited to storage sheds, tool barns, hoop houses, raised garden beds and irrigation systems, with the size, number and location of any structures within the Viewshed to be subject to approval by the Planning Board during Site Plan Review.
3. Outdoor sculpture installations.
4. Active recreation such as hiking and cross-country skiing, and passive recreation such as picnicking and landscape painting.

B. The following uses are permitted, but not within the portion of the approximately 9-acre portion of the Conservation Area that has frontage on and is adjacent to Longwoods Road (the “Viewshed”), which is delineated on Exhibit D hereto:

1. Residential use of the existing farmhouse or any replacement thereof and any associated barn and other infrastructure.
2. A seasonal or year-round farmer’s market or farm store.
3. Timber harvesting and associated forest management activities.
4. Temporary sawmills, if sited so as not to be visible from Longwoods Road.

5. Solar panels and low-impact wind turbines to generate electricity primary for on-site use, if sited so as not to be visible from Longwoods Road.
6. Recreational trails, whether or not connected to existing trails on abutting parcels.
7. Any other uses permitted by the CE.
8. Uses and buildings accessory to those above.

C. The Developed Area is comprised of approximately seven (7) acres in the location shown on Exhibit B. Under this Contract Zone Agreement, the following uses and structures are permitted within the Developed Area:

1. For one (1) year after the Planning Board grants Site Plan review approval of the Project, two (2) food trucks or similar temporary or mobile outdoor food preparation facilities and one (1) beverage cart may serve food and beverages, including alcoholic beverages. Upon application, the Town Council shall have the authority to extend the right of the Developer to operate food trucks for additional time periods.
2. Temporary standalone tents and tent-like structures, equipped with tables and chairs to provide seating for customers, provided such tents are located so as not to be significantly visible from Longwoods Road. For the purpose of this provision, “temporary” shall mean such tents are allowed (a) during the period where mobile outdoor food preparation facilities are being used and (b) on an occasional, short-term basis for special events such as weddings.
3. A full-service restaurant and bar known as the Grange Hall, which will include a pub/restaurant, a special event room, and an outdoor terrace and porch. Use of an awning to allow use of the terrace and porch in inclement weather is permissible. The architectural style of the Grange Hall shall be consistent with those found on Maine farms.
4. Musical and other entertainment, indoors and outdoors, provided that a special amusement permit is obtained in accordance with Chapter 13 of the Town Code. Amplified music shall only be allowed during the hours of 10:00 a.m. and 10:00 p.m.
5. Private special events (e.g., weddings, birthday parties, family reunions, corporate outings, meetings for non-profit organizations) where food and beer, wine and spirits may be served, and live music may be provided.
6. Indoor and outdoor events for the general public such as art receptions, educational tours, lectures on wildlife and local flora, bird watching tours, disc golf competitions and sculpture garden tours. For outdoor special events where large crowds

are anticipated, a Mass Gathering Permit shall be obtained in advance pursuant to Chapter 162 of the Town Code.

7. Art exhibits, including outdoor sculpture installations.

8. A new residential structure to be occupied either by the Farmer, farm employees or the operator or staff of the Grange Hall. Such residence may be a single-family residential dwelling unit or a lodging house containing two or more rooming units and common areas to provide housing for employees of the farm or Grange Hall. The architectural style of the new residence shall be consistent with typical Maine farmhouses.

9. Parking areas for uses allowed on the Premises. All parking areas shall be gravel except that seasonal parking may be permitted on grass within the Developed Area to allow for additional parking for special events.

10. Septic systems to support the structures on the Developed Area.

11. Drilled wells to support the structures on the Developed Area and to provide irrigation for agriculture within the Conservation Area.

12. Exterior sculpture installations.

13. Recreational trails and trailheads.

14. Home occupations and home-based occupations.

15. Uses and buildings accessory to those above.

III. Access

Access to the Premises shall be over an existing 20-foot-wide driveway that runs westerly from Longwoods Road for a distance of approximately 1,100 feet. The existing driveway may be extended to provide access to the Developed Area and pull-outs will be created to allow for vehicles headed in opposite directions to pass each other. To preserve the rural farm style aesthetic of the Premises, driveways and parking areas will be non-paved gravel surfaces. All disturbed acreage shall be managed in compliance with local, state, and federal ordinances, codes and statutes.

IV. Utilities

The existing overhead power and telecommunication lines shall be maintained in substantially their current location and may be extended as necessary to provide power to both the Conservation and Developed Areas. Waste disposal shall be via a subsurface septic system to be constructed and maintained in accordance with State and Town codes and ordinances. Water shall be sourced from an underground well to be constructed and maintained in accordance with State and Town codes and ordinances.

V. Signage

Signage shall be permitted in accordance with Section 315-63 of the Town Code.

VI. Lighting:

There shall be no lighting on the Conservation Area except around the buildings in the Farmstead portion. All such lighting, as well as the lighting in the Developed Area, shall be fully shielded, downward-facing and shall be placed on motion detectors from the hours of 11:00 p.m. to 7:00 a.m.

VII. Division of Premises

The Owner shall be permitted to divide the Premises once in the course of transferring the Conservation Area or the Developed Area to third parties. Any such division shall be of the whole of the Conservation Area or the whole of the Developed Area, as the case may be, and all of the provisions of this Agreement shall bind the future owners.

VIII. Design Restrictions and Standards

1. There shall be no required street frontage, given the location of the existing building and proposed buildings and the size of the Premises.

2. As all of the development will be clustered on a ten (10) acre portion of the Premises (the Developed Area being 7+/- acres and the Farmstead portion of the Conservation Area being 3 +/- acres), required front, rear and side setbacks shall be fifteen (15) feet, both between buildings within the Developed Area the Farmstead portion of the Conservation Area, and as between the Developed Area and the Conservation Area.

SUBJECT TO THE TERMS HEREIN, THE CUMBERLAND PLANNING BOARD SHALL HAVE REVIEW AUTHORITY UNDER THE APPLICABLE PROVISIONS OF THE CUMBERLAND SITE PLAN AND ZONING ORDINANCES TO IMPOSE CONDITIONS OF APPROVAL PURSUANT TO SAID ORDINANCES RELATING TO DEVELOPMENT AND CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN.

IX. Miscellaneous Provisions

A. Survival Clause The terms and conditions of this Agreement shall run with the land and be binding upon and insure to the benefit of the respective successors, heirs and assigns of the parties hereto except as specifically set forth herein. This Agreement shall not be assignable without the prior approval of the Cumberland Town Council, provided, however, that the Developer may assign this Agreement without such approval to a corporate entity or limited liability company solely owned and organized by the Developer for the purpose of developing the project. A true copy of this Agreement shall be recorded in the Cumberland County Registry of Deeds.

B. Further Assurances. In order to effectively and properly implement this Agreement, the parties agree to negotiate in good faith the terms and conditions of such further instruments and agreements as may be reasonably necessary from time to time to give effect to this Agreement.

C. Governing Law. This contract is entered into in the State of Maine and shall be governed by and enforced in accordance with the laws of the State of Maine.

D. Binding Covenants. The above-stated restrictions, provisions and conditions are an essential part of this contract and shall run with the subject premises, shall bind the interest therein, and any party in possession or occupancy of the Premises or any part thereof, and shall inure to the benefit of and be enforceable by the Town, by and through its duly authorized representatives.

E. Amendment. This Agreement may be amended only by written agreement of the parties.

F. Severability. In the event any one or more clauses of this Agreement shall be held to be void of unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force of effect in such jurisdiction, and the remainder of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any value lost because of the elimination of such clause or clauses.

G. Enforcement. The Town shall have the ability to enforce any breach of this Agreement or any other violation of the Zoning Ordinance through the provisions of 30-A M.R.S. §4452. In the event that the Developer fails to develop the Property in accordance with this Agreement, or in the event of any other breach of any condition set forth in this Agreement, the Town Council shall have the authority, after hearing, to resolve the issue resulting in the breach or the failure to develop or operate in accordance with the requirements of this Agreement. The resolution may include a termination of this Agreement by the Town Council and a rezoning of the Property to the prior or any successor zoning districts. In such an event, the Property shall then be used only for such uses as are allowed by law.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of the day and year first above written.

WITNESS

TOWN OF CUMBERLAND

By: _____
William R. Shane, Town Manager

WITNESS

SYNERGOSITY LLC

By: _____
Alexander Timpson, Manager

STATE OF MAINE
CUMBERLAND, ss

Date:

Then personally appeared the above-named William R. Shane, in his capacity as Town Manager of the Town of Cumberland, and acknowledged the foregoing instrument as his free act and deed in such capacity, and the free act and deed of said Town

Before me,

Notary Public/Attorney at Law

Printed Name

Commission Expires:

STATE OF MAINE
CUMBERLAND, ss

Date:

Then personally appeared the above-named Alexander Timpson, in his capacity as Manager of the Maine limited liability company known as Synergosity LLC and acknowledged the foregoing instrument as his free act and deed in such capacity, and the free act and deed of said Company.

Before me,

Notary Public/Attorney at Law

Printed Name

Commission Expires:

DLN: 1002140161144

WARRANTY DEED
{Maine Statutory Short Form}

KNOW ALL PERSONS BY THESE PRESENTS, THAT **DANIEL F. VILLACCI** and **MARIANNA VILLACCI**, both with a mailing address of 297 Middle Road, Falmouth, ME 04105 for consideration paid, GRANT to **SYNERGOSITY LLC**, a Maine limited liability company with a principal place of business in Scarborough, Maine with WARRANTY COVENANTS, the land in the Town of Cumberland, County of Cumberland, and State of Maine, described as follows:

See Attached Exhibit A.

WITNESS, my hand and seal this 3rd day of September 2021.

SIGNED, SEALED AND DELIVERED in the presence of

Daniel Villacci
DANIEL F. VILLACCI
Marianna Villacci
MARIANNA VILLACCI

State of Maine
 County of Cumberland

September 3rd 2021

Then personally appeared the above-named **DANIEL F. VILLACCI** and **MARIANNA VILLACCI** and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Susan Descoteaux
 Notary Public

Printed Name:

My commission expires:

Susan Descoteaux
 NOTARY PUBLIC
 State of Maine

My Commission Expires 6/02/2022

76 Longwoods Road, Cumberland

Exhibit A

Historical Description

Parcel I (76 Longwoods Road):

A certain lot or parcel of land with the buildings thereon, situated on the westerly side of Longwoods Road, in the Town of Cumberland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at an iron pin on the westerly side of Longwoods Road at the northerly corner of land formerly of Owen Farwell; thence South 53° West by said Farwell land and land now or formerly of Bertelle Seekins, one thousand two hundred sixty (1,260) feet, more or less, to an iron pin on the Falmouth Town Line; thence North 38° West by the Falmouth Town Line, one thousand two hundred fifteen (1,215) feet, more or less, to an iron pin at the southerly corner of land now or formerly of Frank E. Oulton; thence North 53° East by said Oulton land, seven hundred eighty-seven (787) feet, more or less, to a pile of stones; thence North 37° 30' West by said Oulton land five hundred eighty-five (585) feet, more or less, to an iron pin at the southerly corner of land conveyed by Roger Bolduc to Wallace E. Leavitt, et al, by deed dated March 26, 1956 and recorded in the Cumberland County Registry of Deeds in Book 2281, Page 101; thence North 52° East by said Leavitt land, seven hundred thirty (730) feet, more or less, to an iron pin at the westerly corner of land conveyed by Christen Christensen to Hans Zenas Hansen by deed dated September 7, 1927 and recorded in said Registry of Deeds in Book 1277, Page 92; thence South 36° 30' East by said Hansen land, six hundred three (603) feet, more or less, to an iron pin; thence North 52° East by said Hansen land, one hundred forty-one (141) feet, more or less, to an iron pipe at the westerly corner of land conveyed by Robert Nelson to Henry L. Hanson by deed dated January 10, 1948 and recorded in said Registry of Deeds in Book 1907, Page 68; thence South 32° 30' East by said Hanson land, three hundred twelve (312) feet, more or less, to an iron pin; thence North 52° 30' East by said Hanson land, one hundred forty-seven (147) feet, more or less, to an iron pin on the westerly sideline of Longwoods Road; thence South 10° 45' East by Longwoods Road, one thousand one hundred fifteen (1,115) feet, more or less, to the point of beginning. Containing 54 acres, more or less.

Excepting, however, so much of said premise as was conveyed by Maurice P. Hansen to Central Maine Power Company by deed dated July 27, 1956 and recorded in said Registry of Deeds in Book 2310, Page 495, but this conveyance includes all the rights and privileges reserved in said deed.

This conveyance is made subject to the easement conveyed by Maurice P. Hansen and Marie C. Hansen to New England Telephone and Telegraph Company and Central Maine Power Company by deed dated January 27, 1950 and recorded in said Registry of Deeds in Book 1989, Page 434.

Being a portion of the premises as described in a Warranty Deed from Daniel F. Villacci to Daniel F. Villacci and Marianna Villacci, dated May 13, 2002 and recorded at Book 17630, Page 16 in the Cumberland County Registry of Deeds.

Parcel II (0 Longwoods Road):

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

Beginning at a point which is the intersection of the East Branch of the Piscataqua River and the southerly line of a certain lot or parcel of land now of Central Maine Power Company, more particularly described in a deed from Frank E. Oulton and Annie G. Oulton to Central Maine Power Company, dated October 5, 1956 and recorded at the Cumberland County Registry of Deeds, Book 2281, Page 494; thence southeasterly along said southerly line of said Central Maine Power Company land to a point intersecting with the northwesterly line of a certain lot or parcel of land now or formerly of Daniel F. Villacci; thence westerly along said line to a point which is the northwest point of said lot or parcel of land now of Daniel F. Villacci; thence South 42° East by land formerly of Peter Merrill thirty-five (35) rods to said lot or parcel of land now of Daniel F. Villacci to a point; thence running South 48° West by land formerly of Joseph Sawyer forty-seven (47) rods and eight (8) links to the Falmouth and Cumberland line; thence North 41° West by said Falmouth and Cumberland line to the easterly bank of the East Branch of said Piscataqua River; thence running northeasterly and upstream along said easterly bank to the point of beginning; comprising 18 acres more or less;

Also, all rights which the Grantors may have in or with respect to a certain lot or parcel of land now of Central Maine Power Company and described in a deed from Frank E. Oulton and Annie G. Oulton to Central Maine Power Company, dated October 5, 1956 and recorded in said Registry of Deeds in Book 2281, Page 494.

Being a portion of the premises as described in a Warranty Deed from Daniel F. Villacci and Marianna Villacci to Daniel F. Villacci and Marianna Villacci, dated May 13, 2002 and recorded at Book 17630, Page 14 in the Cumberland County Registry of Deeds.

New Description

Also conveying all our right, title and interest in the below alternate description of the above-described parcels which is based upon an unrecorded plan entitled "Existing Conditions Survey for Alexander Timpson of 76 Longwoods Road, Cumberland, Maine" dated August 10, 2021, by David Bouffard, PLS:

A certain lot or parcel of land with any improvements thereon, located on the westerly side of Longwoods Road, also known as State Route 9 in the Town of Cumberland, County of Cumberland, State of Maine and more particularly bounded and described as follows:

BEGINNING at a found iron rebar capped PLS 1183 on the westerly side of Longwoods Road at the northerly corner of land formerly of Philip Stanhope as described in Deed Book 2932, Page 385 recorded in the Cumberland County Registry of Deeds;

Thence **S 35°50'39" W, a distance of 1278.39'** along land formerly of Philip L. Stanhope and land now or formerly of Roberto Bertelle as described in Book 3640 Page 172 to a found iron pipe;

Thence **N 56°33'06" W, a distance of 1213.64'** along land now or formerly of Elwin Hansen as described in Book 3029, Page 502 to a found iron pipe;

Thence **N 55°12'38" W, a distance of 421.76'** along land of Hansen to a found iron pipe;

Thence **N 55°12'38" W, a distance of 437'**, more or less, along land now or formerly of Daniel Vallacci as described as the Town of Falmouth Parcel of land in Book 6362, Page 132, to the center of the East Branch of the Piscataqua River;

Thence northerly along the center of the said river about **1,660 feet**, more or less to a point;

Thence **S 55°10'35" E, about 185'**, more or less along land now or formerly of Central Maine Power Company as described in Book 2281, Page 494 to a point (a tie bearing and distance from the last-mentioned iron pipe to this point is N 04°43'30" W, a distance of 1162.40').

Thence **S 55°10'35" E, a distance of 800.00'** to angle point of Central Maine Power Company land;

Thence **S 85°43'08" E, a distance of 1286.21'** along Central Maine Power Company land as described in Book 2310, Page 495 to Longwoods Road;

Thence **S 28°52'05" E, a distance of 546.85'** along Longwoods Road to the **POINT OF BEGINNING**.

Containing an area of **61.56 Acres**, more or less.

Also, another parcel of land opposite the before mentioned angle point on northerly side of the 450-foot-wide corridor of Central Maine Power Company land;

BEGINNING at a found copper rod with cap on the northerly side of Central Maine Power Company land as described in Book 2310 Page 495 at the westerly corner of land now or formerly of Todd Shallow as described in Deed Book 34990, Page 348 recorded in the Cumberland County Registry of Deeds;

Thence **N 85°43'08" W, a distance of 293.15'** along Central Maine Power Company land as described in Book 2310 Page 495 to an angle point;

Thence **N 55°10'35" W, a distance of 106.66'** along Central Maine Power Company land to a found iron pipe;

Thence **N 35°02'41" E, a distance of 158.06'** land as is depicted as Lot 1 of the plan recorded in the Cumberland County Registry of Deeds in Plan Book 198 Page 161 to a found iron pipe;

Thence **S 53°43'30" E, a distance of 358.63'** along land now or formerly of Robert Crawford as described in Book 26346 Page 25 and land of said Todd Shallow to the **POINT OF BEGINNING**.

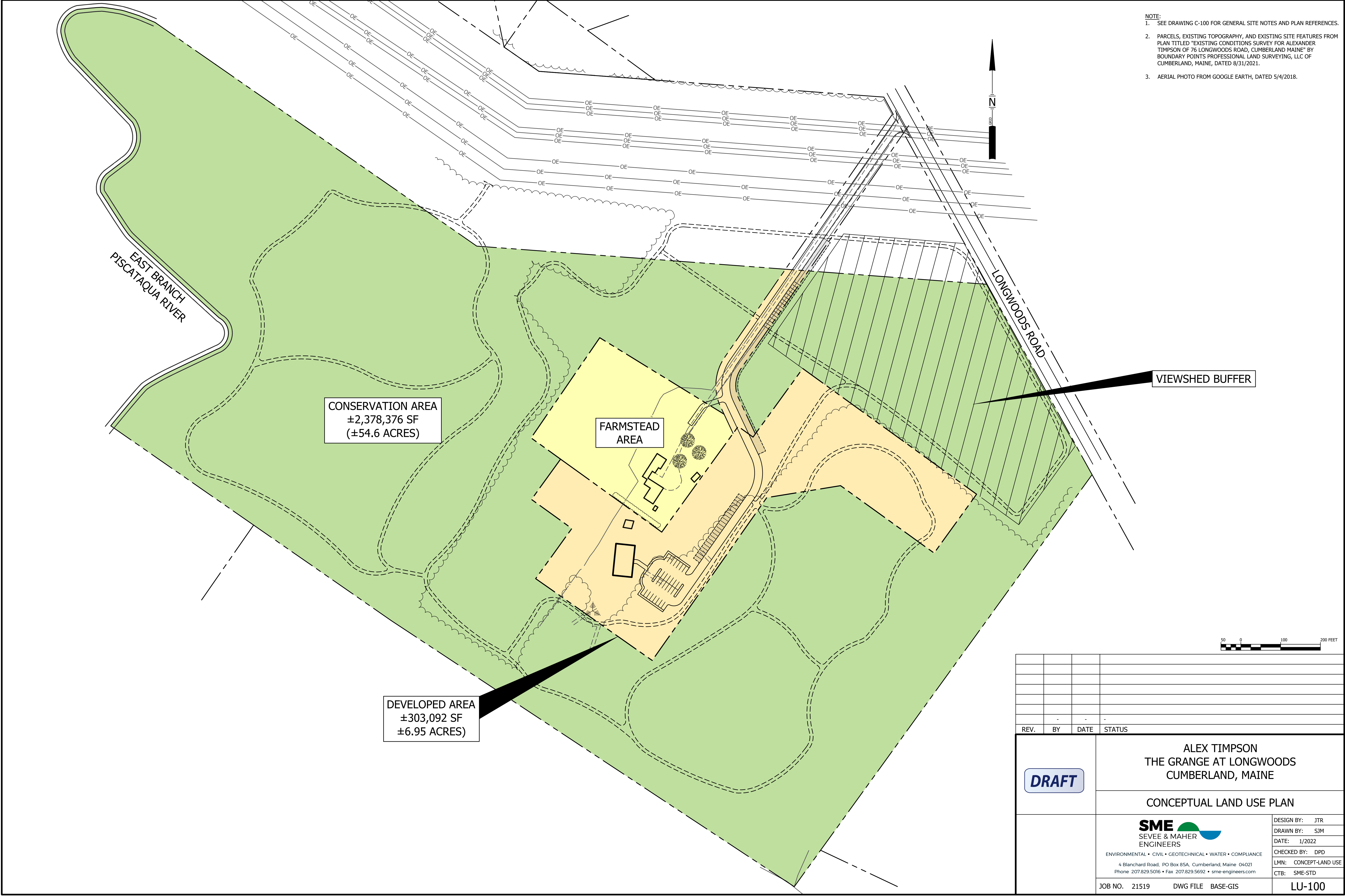
Containing an area of **0.83 Acre**, more or less.

The basis of bearings for this description was the Maine State Grid Plane of 1983 located in the West Zone.

Together with any right of way that may exist as a result of long use over the Central Maine Power Company land described in Book 2310, Page 495.

Subject to utility easement as described in Book 1989, Page 434.

Meaning and intending to describe land in the Town of Cumberland, being a portion of the premises as described in a deed to Daniel F. and Marianna Villacci dated May 13, 2002 and recorded in said Registry in Book 6362 Page 132.



**OVERVIEW OF
PROPOSED CONSERVATION EASEMENT
ON LAND OWNED BY
SYNERGOSITY LLC**

The landowner has entered into a purchase agreement to sell an agricultural conservation easement over 55 acres of his property to the Maine Farmland Trust (MFT). The sale of the conservation easement is expected to close in early spring, 2022. The landowner is selling the conservation easement at a discount to its appraised value. The Chebeague & Cumberland Land Trust (CCLT) is contributing to the purchase price. It is anticipated that MFT will transfer the conservation easement to CCLT in the future making it CCLT's responsibility to monitor and enforce the terms of the conservation easement.

The area covered by the conservation easement includes most of the open fields on the property, along with forest lands, wetlands, and river shoreline. The existing farmhouse and barn are included in the conservation easement as part of an approximately three-acre "Farmstead Area" where a residence and additional permanent agricultural buildings are permitted.

The purpose of the conservation easement is to help ensure that the property always remain in agricultural use and to permanently protect important natural resources on the property, such as the riverfront and wetlands. Key provisions in the conservation easement include the following:

- Subdivision of the easement property is prohibited. The property, including the Farmstead Area, must always remain under a single ownership.
- No permanent buildings are allowed on the property except within the Farmstead Area, where a single residence and agricultural outbuildings are permitted. A farmstand and agri-tourism structures are permitted in this area as well.
- Outside of the Farmstead Area, minor agricultural structures, (e.g. fencing and water troughs) and temporary structures such as hoop houses and irrigation systems are permitted. In addition, minor recreational improvements, such as trails and campsites will be permitted, as well as temporary art works such as sculptures. All permanent structures require written approval of the easement holder.
- Energy production, such as solar panels, is permitted with approval of easement holder.
- The property may not be used for the disposal or storage of waste and rubbish. No wastewater discharge is permitted on the property other than in approved sub-surface wastewater disposal systems.
- The landowner is required to maintain the open fields.
- Sustainable forest management is permitted in accordance with a forest management plan except in sensitive areas such as wetlands and along the river shoreline. A 250' no cut buffer along the East Branch of the Piscataqua River will be established (with exceptions for invasive species, recreational trails and hazard trees.) All timber harvests must be supervised by a licensed forester.
- The easement holder has the right to purchase the property at its appraised agricultural value if the landowner wishes to sell the property to someone other than a family member or a qualified farmer.

- Public trail access will be guaranteed with limitations. Trail locations will be identified in the conservation easement. Prior to closing on the conservation easement, the landowner and CCLT will develop an initial public access management agreement to determine the management, uses, and maintenance approaches for the trails and other public access. Easement will permit modification of trail locations and type/method of public access with written approval of the easement holder. Also, with written agreement between the landowner and easement holder, public access to certain portions of the property may be prohibited or limited.

