

Order 85-12/13

Given first reading on 10/15/12

Public Hearing and Passage: 9-0 11/5/12

MICHAEL F. BRENNAN (MAYOR)

KEVIN J. DONOGHUE (1)

DAVID A. MARSHALL (2)

EDWARD J. SUSLOVIC (3)

CHERYL A. LEEMAN (4)

CITY OF PORTLAND

IN THE CITY COUNCIL

JOHN R. COYNE (5)

JOHN M. ANTON (A/L)

JILL C. DUSON (A/L)

NICHOLAS M. MAVODONES (A/L)

ORDER APPROVING PURCHASE OF CANCO WOODS FROM TRUST FOR PUBLIC LANDS FOR AN AMOUNT NOT TO EXCEED \$75,000

ORDERED, that the City Manager is authorized to enter into a Purchase and Sale Agreement with the Trust for Public Lands for 12.9 acres known as “Canco Woods” in Portland for a purchase price not to exceed \$75,000, said Agreement to be substantially in the form attached hereto.

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of October ____, 2012 (the "Effective Date"), by and between THE TRUST FOR PUBLIC LAND, a California public benefit corporation (together with its successors and/or assigns, "Seller") and the CITY OF PORTLAND, a municipal corporation organized under the laws of Maine, acting by and through its City Manager ("Buyer").

RECITALS

A. The addresses, telephone numbers and facsimile numbers of the parties are as follows. Email addresses are provided for informational purposes only.

SELLER:

The Trust for Public Land
30 Danforth Street, Suite 106
Portland, ME 04101
Attn: Gregg Caporossi, Project Manager
Tel: (207) 772-7424
Fax: (207) 772-7420
Email: gregg.caporossi@tpl.org

With a copy to:

The Trust for Public Land
10 Milk Street, Suite 810
Boston, MA 02108
Attn: Lauren L. Butler, Esq., Counsel
Tel: (617) 371-0551
Fax: (617) 367-9885
Email: lauren.butler@tpl.org

BUYER:

City of Portland
City Hall
389 Congress Street
Portland, ME 04101
Attn: Mark Rees, City Manager
Tel: (207) 874-8689
Fax: (207) 874-8669
Email: MHR@portlandmaine.gov

With a copy to:

City of Portland
City Hall
389 Congress Street
Portland, ME 04101
Attn: Lawrence Walden, Esq.,
Associate Corporation Counsel
Tel: (207) 874-8480
Fax: (207) 874-9497
Email: LCW@portlandmaine.gov

A. Pursuant to that certain option agreement by and between Union Water-Power Company (together with its successors and/or assigns, "Current Owner"), as optionor, and Seller, as optionee, dated as of June 13, 2012 (as it may be amended from time to time, the "Acquisition Contract"), Seller intends to acquire approximately 12.75 acres of land located at 159 Canco Road in Portland, Cumberland County, Maine, which land is (i) designated as Parcel 149-G-00601 by the City of Portland Tax Assessor, (ii) shown on that certain plan entitled "Standard Boundary Survey for Union Water Power Company of Former Coyne Lot, Canco Road, Cumberland County, Portland, Maine," prepared by E/PRO Engineering & Environmental Consulting LLC, last revised on April 5, 2000, and recorded in the Cumberland County Registry of Deeds in Plan Book 200 at Page 199, a copy of which plan is attached hereto as **Exhibit A** and incorporated herein (the "Property Plan"), and (iii) more particularly described in that certain deed recorded in the Cumberland County Registry of Deeds in Book 15418 at Page 328 (collectively, and together with any and all improvements located thereon, all rights, tenements, hereditaments, members, privileges, licenses, easements and appurtenances thereto, including,

without limitation, all utility reservations, strips and gores of land, rights-of-way, fixtures located thereon, all timber, mineral interests, grazing rights, access rights, development rights, governmental licenses, permits and certificates applicable thereto, and all of Current Owner's right, title, and interest in and to all public and private ways adjoining or serving the same, and all riparian rights and interests in waterbodies and the beds of waterbodies, on or adjacent to the described lands, the "Subject Property").

B. Seller wishes to sell the Subject Property to Buyer on the terms and conditions set forth in this Agreement, and Buyer wishes to acquire the Subject Property from Seller on the terms and conditions set forth in this Agreement.

C. Seller is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic and recreational lands. Seller is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and is included in the "Cumulative List of Organizations described in Section 170(c) of the Internal Revenue Code" published by the Internal Revenue Service. Seller is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Purchase Terms.**

(a) **Purchase Price.** Seller shall sell to Buyer, and Buyer shall buy from Seller, the Subject Property for an amount equal to Seventy-Five Thousand Dollars (\$75,000.00) (as such amount may be adjusted in accordance with the terms hereof, the "Purchase Price").

(b) **Method of Payment.** The Purchase Price shall be payable at Closing (as defined in Section 4 herein) by means of a wire transfer of immediately available funds.

2. **As-Is, Where-Is Condition.** Buyer has completed all of the inspections and investigations that it deemed appropriate in order to assess the title to and value and condition of the Subject Property and any improvements located thereon. In particular, and without limiting the generality of the preceding sentence, Buyer acknowledges its receipt from Seller of (i) that certain title commitment relating to the Subject Property issued by Commonwealth Land Title Insurance Company with an effective date of June 22, 2012 (the "Title Commitment") and copies of the vesting deed referenced therein and the documents referenced on Schedule B-2 therein, (ii) that certain Phase I Environmental Assessment prepared by TRC Companies, Inc., dated November 16, 2011, and (iii) that certain form of conservation restriction attached hereto as **Exhibit B** and incorporated herein (the "Conservation Restriction"), which conservation restriction shall be conveyed to Portland Trails by Seller immediately prior to Buyer's acquisition of the Subject Property. Unless this Agreement is earlier terminated, at Closing, Buyer hereby agrees to take title to the Subject Property in AS-IS, WHERE-IS condition as of the date hereof, reasonable wear and tear excepted, and to waive any and all claims it might otherwise have against Seller, now or in the future, relating to the title to and/or condition of the Subject Property; provided, however, that the provisions of this Section 2 shall not amend, modify or negate any representations and/or warranties made by Seller with respect to the title to the Subject Property contained in the Deed (as defined in Section 3 herein).

3. **Title.** At Closing, Seller shall convey title to the Subject Property to Buyer by means of a quitclaim deed with covenant (the "Deed"), free and clear of all encumbrances and encroachments except the following matters (collectively, the "Permitted Encumbrances"):

- (i) provisions of zoning laws and ordinances, building regulations, and similar matters;
- (ii) any ad valorem taxes for the current year not yet due and payable as of the Closing Date (as defined in Section 4 herein);
- (iii) all matters set forth in the Title Commitment, other than the UCC-1 Financing Statement referenced in Item #3 on Schedule B-I and the matters described in Items #7, #8, #10 and #11 on Schedule B-II; and
- (iv) the Conservation Restriction.

Buyer, at its sole expense, may elect to obtain an owner's policy of title insurance at Closing, and Seller agrees to cooperate with Buyer and Buyer's title insurer to facilitate the issuance of such policy, provided that such cooperation does not require Seller to incur any additional expenses and/or to accept any additional or increased liability.

4. **Closing.** Final settlement of the obligations of the parties hereto (collectively, whether in person or by means of an Escrow Closing (as defined below), the "Closing") shall occur no later than December 14, 2012, or on such other date as may be mutually agreed upon by the parties (as so extended or modified, the "Closing Date"). The Closing shall take place at the offices of Seller at 30 Danforth Street, Suite 106, Portland, Maine, or, at Seller's sole election, the transaction contemplated hereunder may be closed by a representative of Commonwealth Land Title Insurance Company ("Escrow Holder") in accordance with escrow instructions provided by Seller and Buyer (collectively, an "Escrow Closing"), and the cost of the escrow shall be borne solely by Seller. In the event that Seller so elects an Escrow Closing, Seller shall deposit with Escrow Holder all of the Seller's Deliveries (as defined in Section 5(a) herein) at least three (3) business days in advance of the Closing Date, and Buyer shall deposit with Escrow Holder all of the Buyer's Deliveries (as defined in Section 5(b) herein) at least three (3) business days in advance of the Closing Date. On the Closing Date, Escrow Holder shall record the Conservation Restriction, the Deed and any other necessary instruments, disburse the escrowed funds in strict accordance with a mutually agreed upon closing statement, file the CR RETTD and Subject Property RETTD (each as defined in Section 5(a) herein), and deliver to the appropriate parties copies of all closing documents. It is agreed that Escrow Holder shall have no liability to Seller or Buyer for the performance of its services herein except as a result of Escrow Holder's gross negligence or willful misconduct.

The parties agree that Seller may arrange a simultaneous closing with the Current Owner, and Buyer agrees to cooperate in coordinating such a simultaneous closing.

5. **Closing Deliveries.** At the Closing, Seller and Buyer shall deliver the documents and/or monies described below. All documents (with the exception of the settlement statement) shall be originals executed by an authorized representative of Seller and/or Buyer, as applicable, and if such document is intended to be recorded, each signature will be properly acknowledged.

(a) **Seller's Deliveries.** Seller shall deliver to Buyer on the Closing Date (or, in the event of an Escrow Closing, to Escrow Holder no less than three (3) business days in advance of the Closing Date) the following items (collectively, "**Seller's Deliveries**"): (i) the Conservation Restriction, (ii) a Real Estate Transfer Tax Declaration relating to the Conservation Restriction (the "**CR RETTD**"), (iii) the Deed, (iii) a counterpart to a Real Estate Transfer Tax Declaration relating to the Deed (the "**Subject Property RETTD**"), (v) a counterpart to the closing statement, (vi) a Foreign Investment and Real Property Tax Act (FIRPTA) affidavit, (vii) a Form REW-3, (viii) an owner's affidavit attesting to the absence of any parties in possession and/or pending mechanics' liens, and (ix) such other instruments and documents as Buyer and/or its title insurer may reasonably request, including, without limitation, documents for the purpose of confirming the proper and lawful execution and delivery of Seller's Deliveries and the conveyance of the Subject Property to Buyer in accordance with this Agreement and applicable provisions of Maine law.

(b) **Buyer's Deliveries.** Buyer shall deliver to Seller on the Closing Date (or, in the event of an Escrow Closing, to Escrow Holder no less than three (3) business days in advance of the Closing Date) the following items (collectively, "**Buyer's Deliveries**"): (i) the Purchase Price, (ii) a counterpart to the Subject Property RETTD, (iii) a counterpart to the closing statement, (iv) a Form REW-4, and (v) such other instruments and documents as Seller may reasonably request, including, without limitation, documents for the purpose of confirming the proper and lawful execution and delivery of Buyer's Deliveries and Buyer's acceptance of title to the Subject Property in accordance with this Agreement and applicable provisions of Maine law.

6. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer that:

(a) Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller if Seller is not an individual have full power and authority to sign for Seller and to bind it to this Agreement).

(b) Neither Seller nor any key personnel of Seller has engaged or will engage in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other anti-money laundering regulations or conventions, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the "**Patriot Act**"), or any order issued with respect to anti-money laundering by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), or (ii) in contravention of Executive Order No. 13224 issued by the President of the United States on September 24, 2001 (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("**Executive Order 13224**") or (iii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization,

Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time.

(c) Neither Seller nor any key personnel of Seller is or will be a person or entity (i) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224, (ii) whose name appears on OFAC's most current list of "Specially Designated Nationals and Blocked Persons," (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in Executive Order 13224, or (iv) who has been associated with or is otherwise affiliated with any entity or person listed above.

(d) Seller is not a "foreign person" pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.

(e) Neither the execution and delivery of the Agreement nor Seller's performance of its obligations hereunder will constitute a breach or default under any agreement to which Seller is bound.

(f) There are no suits, legal proceedings or investigations of any nature pending or, to Seller's knowledge, threatened against Seller or affecting Seller that would impair Seller's ability to perform its obligations under this Agreement.

In the event that any of the above representations and warranties cease to be true prior to Closing, Buyer shall have the right, but not the obligation, to terminate this Agreement upon written notice to Seller in which case the parties shall have no further obligations under this Agreement except for those obligations which expressly survive the termination of the Agreement.

7. **Seller's Covenants.** Seller covenants that, from and after the date hereof until the Closing, to the extent that Seller's consent is required pursuant to the terms of the Acquisition Contract:

(a) Seller shall not consent to any request by Current Owner to make and/or extend any lease, contract, option or agreement affecting the Subject Property (other than the Acquisition Contract) which would grant any third parties any rights to the Subject Property, except with the written consent of Buyer; and

(b) Seller shall not consent to any request by Current Owner to cause and/or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon or created with respect to the Subject Property, except with the written consent of Buyer.

(c) Seller shall not consent to any request by Current Owner to remove any vegetation, soil or minerals from the Subject Property or disturb or suffer the disturbance of the existing contours and/or other natural features of the land and/or the reservoirs contained therein in any way whatsoever, except with the written consent of Buyer.

8. **Buyer's Representations and Warranties.** Buyer hereby represents and warrants to Seller that:

(a) Buyer has full power and authority to enter into this Agreement (and the persons signing this Agreement for Buyer if Buyer is not an individual have full power and authority to sign for Buyer and to bind it to this Agreement) and to acquire all right, title and interest in and to the Subject Property.

(b) Neither Buyer nor any key personnel of Buyer have engaged or will engage in any dealings or transactions, directly or indirectly, (i) in contravention of the Patriot Act, or any order issued with respect to anti-money laundering by OFAC, or (ii) in contravention of Executive Order No. 13224, or (iii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time.

(c) Neither Buyer nor any key personnel of Buyer is or will be a person or entity (i) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224, (ii) whose name appears on OFAC's most current list of "Specially Designated Nationals and Blocked Persons," (which list may be published from time to time in various mediums including, but not limited to, the OFAC website <http://www.treas.gov/ofac/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in Executive Order 13224, or (iv) who has been associated with or is otherwise affiliated with any entity or person listed above.

(d) Neither the execution nor delivery of the Agreement nor Buyer's performance of its obligations hereunder will constitute a breach or default under any agreement to which Buyer is bound.

(e) There are no suits, legal proceedings or investigations of any nature pending or, to Buyer's knowledge, threatened against Buyer or affecting Buyer that would impair Buyer's ability to perform its obligations under this Agreement.

In the event that any of the above representations and warranties cease to be true prior to Closing, Seller shall have the right, but not the obligation, to terminate this Agreement upon written notice to Buyer in which case the parties shall have no further obligations under this Agreement except for those obligations which expressly survive the termination of the Agreement.

9. **Remedies; Contingencies.**

(a) **Seller's Failure to Perform.** In the event of Seller's failure to perform any of Seller's obligations under this Agreement, Buyer shall have as its sole and exclusive remedies (i) the right to terminate this Agreement upon written notice to Seller in which case the parties shall have no further obligations under this Agreement except for those obligations which expressly survive the termination of the Agreement or (ii) the right of specific performance against Seller. Notwithstanding the foregoing, however, Seller's obligations under this Agreement are expressly contingent upon its acquisition of the Subject Property from Current Owner on or prior to the Closing Date, and, in the event that such acquisition fails to occur on or prior to the Closing Date for any reason, Seller's sole remedy shall be the right to terminate this Agreement upon written notice to Buyer in which case the parties shall have no further obligations under this Agreement except for those obligations which expressly survive the termination of the Agreement.

(b) **Buyer's Failure to Perform.** In the event of Buyer's failure to perform any of Buyer's obligations under this Agreement, Seller shall have the right to terminate this Agreement upon written notice to Buyer in which case the parties shall have no further obligations under this Agreement except for those obligations which expressly survive the termination of the Agreement.

10. **Prorations and Fees.** Current real property taxes on the Subject Property shall be prorated as of the date of Closing based upon the latest available tax bill. If Closing occurs before the tax rate is fixed for the then current year, subsequent to Closing, when the tax rate is fixed for the year in which Closing occurs, Seller and Buyer agree to adjust the proration of taxes and, if necessary, to refund or pay (as the case may be) such sums as shall be necessary to effect such adjustment. If the amounts of said taxes has not been determined at the time of Closing, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement less the reasonable cost of obtaining same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise agreed. If such proceedings are commenced, the party commencing the same shall give the other party notice thereof and shall prosecute such proceeding and not discontinue the same without first giving the other notice of its intention to do so and reasonable opportunity to be substituted in such proceedings; and the other party agrees to cooperate in such proceedings without being obligated to incur any expense in connection therewith. It is understood that the term "cooperate" as used in the last preceding sentence shall, in the case of Seller or Current Owner, as applicable, include the signing of any and all applications or petitions for such proceedings which are required to be brought in the name of Seller or Current Owner, as applicable.

Seller agrees to pay (or to cause Current Owner to pay) (i) all levied and pending special assessments against the Subject Property, regardless of whether such special assessments are due and payable on or prior to the Closing Date, (ii) any documentary tax or gains tax arising out of the conveyance of the Subject Property, (iii) any and all real property transfer taxes owed by the transferor in connection with the conveyance of the Subject Property to Buyer, if any are statutorily required, (iv) any additional taxes, penalties and interest (including, but not limited to, any compensatory or roll-back taxes resulting from the termination of a preferential tax classification) payable as a result of the conveyance to Buyer, and (v) the recording costs with respect to the Conservation Restriction. Buyer agrees to pay (i) any and all real property transfer

taxes owed by the transferee in connection with the conveyance of the Subject Property to Buyer, if any are statutorily required, (ii) the recording costs with respect to the Deed, and (iii) any and all costs associated with Buyer's policy of title insurance, if any. Each party shall be responsible for its own legal fees.

Other fees and charges shall be allocated in accordance with the customary practice of the county in which the Subject Property is located.

11. **Notices.** All notices pertaining to this Agreement shall be in writing and addressed, as applicable, to the addresses set forth in the recitals to this Agreement. Any written notice permitted or required hereunder shall be deemed received on (i) the day on which it was personally delivered, (ii) the day on which it was transmitted by confirmed facsimile, (iii) the day on which it was sent by a nationally recognized overnight courier service, or (iv) the day on which it was mailed at a U.S. post office by certified mail, return receipt requested.

12. **No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose actions the claim is asserted will indemnify and hold the other party harmless from and against said claim and the provisions of this Section 12 shall survive Closing or any earlier termination of this Agreement.

13. **Effect of Holidays, Weekends on Times for Performance.** If any actions of Seller or Buyer under this Agreement are to take place on a Saturday, Sunday, national holiday, state holiday observed in the State of Maine, or bank holiday observed in the State of Maine, the date for performance will be on the next business day following such Saturday, Sunday, national holiday, state holiday or bank holiday.

14. **Binding on Successors.** This Agreement shall be deemed a covenant running with the land and shall be binding upon the parties and also upon their heirs, personal representatives, assigns, and other successors in interest.

15. **Additional Documents.** Seller and Buyer agree to execute and deliver such additional documents as may be reasonable and necessary to carry out the provisions of this Agreement.

16. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Seller and Buyer pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. No supplement, modification, waiver or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver or amendment is sought to be enforced. No delay, forbearance or neglect in the enforcement of any of the conditions of this Agreement or any rights or remedies hereunder shall constitute or be construed as a waiver thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

17. **Assignment.** The parties agree that neither party's rights and/or obligations under this Agreement may be assigned without the express written consent of the other party.

18. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard for conflict of law principles.

20. **Possession.** Possession of the Subject Property shall be delivered at Closing free and clear of the rights or claims of any other party, other than the Permitted Encumbrances.

21. **No Merger.** The obligations contained in this Agreement, except for those specifically discharged at Closing (such as conveyance of title to the Subject Property), shall not merge with transfer of title but shall remain in effect until fulfilled.

22. **Headings.** The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof.

23. **Representation.** Buyer hereby acknowledges that neither Seller nor Seller's Counsel represented Buyer as an attorney in this transaction and neither actually provided any legal advice, counsel or service to or on behalf of Buyer. Buyer further acknowledges that Seller's Counsel represented the interests of Seller solely in this transaction.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS of the foregoing provisions, the parties have executed and delivered this Agreement as of the date first set forth above:

SELLER:

THE TRUST FOR PUBLIC LAND,

BUYER:

CITY OF PORTLAND, a municipal corporation organized under the laws of Maine, acting by and through its City Manager

By: _____
Lauren L. Butler
Counsel

By: _____
Mark Rees
City Manager

Exhibit A
Property Plan

(see attached)

Exhibit B

Form of Conservation Restriction

(see attached)