

QUITCLAIM DEED

Maine Statutory Short Form

DLN: 1002340248821

KNOW ALL MEN BY THESE PRESENTS that LAWRENCE GARLAND MCCAULEY of Raeford, County of Hoke, and State of North Carolina, for consideration paid, grants to BRETT L. SMITH whose mailing address is 1312 Pinecrest Lane, Apt. 17, Onalaska, WI 54650 with QUITCLAIM COVENANT, the real property situated in Deer Isle, County of Hancock and State of Maine more particularly described in Exhibit A attached hereto and incorporated herein by reference.

See attached Exhibit A

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7 day of September, 2023.

[Signature]
Witness

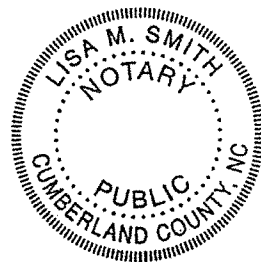
[Signature]
Lawrence Garland McCauley

State of North Carolina
County of Cumberland

Date: 09-07-2023

Personally appeared the above named Lawrence Garland McCauley and acknowledged the foregoing instrument to be his free act and deed.

Before me,



[Signature]

Notary Public/Attorney at Law

Print Name: Lisa M Smith

Commission Expires: 06/27/2028

EXHIBIT A

A certain lot or parcel of land, with any improvements thereon, situated in the Town of Deer Isle, County of Hancock, State of Maine, being generally located near the easterly side of the North Deer Isle Road, so called, approximately 1.5 miles southerly along said Road from its intersection with the Reach Road, so called, more particularly described as follows:

Beginning at a point in an 18" spruce with embedded wire found in 2009 at the southeasterly corner of the first lot described in a deed to Benjamin K. Pickering and Joan H. Pickering recorded at the Hancock County Registry of Deeds in Vol. 1681, Page 445; thence S. 29° 58' 40" E. a distance of 35.5' to a 3/4" iron rebar with plastic cap marked PLS 1211 set in 2009; thence S. 74° 41' 00" E. a distance of 67.3' to another 3/4" iron rebar similarly marked set in 2009; thence N. 66° 19' 00" E. a distance of 165.1' to another 3/4" iron rebar similarly marked set in 2009; thence N. 14° 51' 40" E. a distance of 255.3' to another 3/4" iron rebar similarly marked set in 2009 in a stone wall on the northeasterly line of the premises described in a deed in Vol. 4143, Page 99; thence by and along the northeasterly line of said parcel described in Vol. 4143, Page 99, N. 42° 15' 20" W., a distance of 263.6' to another 3/4" iron rebar similarly marked set in 2009 at the northeasterly corner of said Pickering lot; thence by and along said northeasterly line, S. 14° 51' 40" W., a distance of 475.6' to the point of beginning.

Bearings referenced herein are oriented to magnetic north, as determined by a survey conducted by Plisga & Day, Land Surveyors, Bangor, Maine in the year 2009.

The above-described parcel encompasses 2.02 acres.

Also granting an easement to be appurtenant to the above-described 2.02 acre parcel for the purposes of ingress and egress, including the sharing of a portion of the existing driveway, to include the installation, repair, and improvement of a driveway, as well as the installation of overhead and underground utilities, including electricity, sewer, water, telephone, television signal, and any other utility that may become common in the future, as provided in 33 M.R.S.A. § 458, over and across a parcel of land that connects the above-described 2.02 acre parcel to said North Deer Isle Road, being more particularly bounded and described as follows:

Beginning at a 3/4" iron rebar similarly marked as described above, set in 2009 on the easterly sideline of said North Deer Isle Road, so called, at the southwesterly corner of said Pickering referenced above; thence by and along the easterly sideline of said North Deer Isle Road, S. 06° 52' 20" W., a distance of 44.2' to a 3/4" iron rebar similarly marked set in 2009 at the northwesterly corner of land described in a deed to David L. and Marie E. Hardie recorded at said Registry in Vol. 1712, Page 486; thence by and along said land of Hardie, S. 72° 30' 20" E., a distance of 115.4' to another 3/4" iron rebar similarly marked set in 2009; thence N. 14° 51' 40" E. a distance of 29.5' to another 3/4" iron rebar set in 2009 at a southerly corner of the 2.02 acre parcel described above; thence by and along said 2.02 acre parcel, N. 29° 58' 40" W., a distance of 35.5' to an 18" spruce with embedded wire, the point of beginning of said 2.02 acre parcel described above; thence by and along the Pickering lot referenced above, N. 78° 27' 20" W., a distance of 96.6' to the point of beginning.

The above-described easement parcel encompasses 0.13 acres and is a portion of Vol. 4143, Page 99.

Driveway Maintenance Agreement: The Grantor ("Hardie") and the Grantee ("McCauley"), for themselves and their heirs, devisees, and assigns, agree as follows for the maintenance, repair, reconstruction, use, and snow removal & ice control of the mutual driveway described above:

1. Regular Maintenance: Damage. The parties shall mutually select a contractor with whom they may each periodically engage to perform the regular maintenance and repair of this driveway. The parties agree to provide a travel surface not to exceed 20 feet in width, plus associated shoulders, ditches and turn-outs. The regular maintenance is expected to include the timely filling of any pot holes, scraping and grading the travel surface, resurfacing the travel surface, and making necessary other repairs or reconstruction, including repair, resetting and replacement of any culverts.

In the event that one of the parties wishes to designate a different road maintenance contractor, that party may suggest a new contractor to be employed by mutual agreement, which agreement by the other party shall not be unreasonably withheld.
2. Expenses. Except as provided in paragraph 3, the parties shall equally share the cost of maintenance of the driveway. If the circumstances change, such as the division of one or both of the parties' properties, the parties will amend this section to change the expense allocation.
3. Snow Removal and Ice Control. Hardie may engage contractors for the regular winter maintenance the driveway. As long as the only residence on the respective premises is owned by Hardie, her heirs and assigns, Hardie agrees that she will be solely responsible for that expense. However, at such time as the owners of the McCauley land construct a year-round residence on his land, snow removal expenses shall be allocated as provided in paragraph 2.
4. Private Driveways. Each party may make separate arrangements with those or other contractors for the maintenance of, and snow & ice removal from, each private driveway that turns off the common driveway to the Hardie property or to the McCauley property. That work shall not be part of this Agreement.
5. In the event that the parties have not finalized a maintenance plan by June 1st of any year, or have failed to arrange for maintenance, either party shall have the right to arrange for maintenance and repair work, consistent with this agreement, that such party deems appropriate. The cost of such work shall be shared equally by the parties.
6. This Agreement runs to the benefit of, and is enforceable by, the respective parties, their successors and assigns. In the event of a violation or disagreement, the parties shall be entitled to complete injunctive relief from the Superior Court in Hancock County, Maine, including an order compelling compliance. In the event of such an action, the prevailing party shall be entitled to payment by the other party of the prevailing party's reasonable attorney fees, expert fees, and costs of that action.

HANCOCK COUNTY

7. This Road Maintenance Agreement shall be binding on the owners of the Hardie and McCauley properties, their successors and assigns, and may not be amended, modified or terminated without the mutual, written agreement of the parties.

Being the same premises described in the deed from Marie E. Hardie and Lawrence Garland McCauley to Lawrence Garland McCauley, dated December 22, 2009, recorded in the Hancock County Registry of Deeds in Book 5351, Page 259.