

DEED OF DISTRIBUTION BY PERSONAL REPRESENTATIVE
(INTESTATE)

MARIANNE E. VANCHIERI, of Bangor, Penobscot County, Maine, duly appointed and acting personal representative of the estate of JOAN M. VANCHIERI, deceased, as shown by the probate records of Penobscot County, Maine, by the powers conferred by law and every other power, in distribution of the estate, grants to THOMAS G. VANCHIERI, of Eddington, Maine; MARIANNE E. VANCHIERI, of Bangor, Maine; and RICHARD VANCHIERI, of Bangor, Maine, being the persons entitled to distribution, the real property in Mariaville, Hancock County, Maine, more particularly described in the attached schedule A.

For grantor's source of title reference may be had to a deed from Champion Realty Corporation to Frank J. Vanchieri and Joan M. Vanchieri, as joint tenants, dated May 24, 2002, recorded in the Hancock County Registry of Deeds in Volume 3365, Page 22. Frank J. Vanchieri died on February 23, 2008, and Joan M. Vanchieri was the surviving joint tenant,

WITNESS my hand and seal this 14th day of January, 2021

P. Balden

Marianne E. Vanchieri

Marianné E. Vanchieri, Per. Rep.
Estate of Joan M. Vanchieri

STATE OF MAINE
PENOBSCOT, ss.

January 14, 2021

Personally appeared the above-named Marianne E. Vanchieri, in her capacity as personal representative of the estate of Joan M. Vanchieri, and acknowledged before me the foregoing instrument to be her free act and deed in said capacity.

Julie Ann DeBeck

Notary Public/ Attorney at Law



JULI-ANN DEBECK
Notary Public, State of Maine
My Commission Expires July 31, 2022

SCHEDULE A

Lots 4 and 5 more particularly bounded and described on the plans entitled Disposition Plan, Property of Champion Realty Corporation, Hopkins Pond Road, Amherst and Mariaville, Maine, dated May 29, 2002, and recorded in the Hancock County Registry of Deeds in File 30, Page 200, and File 31, Pages 1 through 12, together with those easements and other rights set forth in the Declaration of Covenants referred to below, subject to the terms thereof. The lots conveyed herein are comprised of a lot currently leased by this grantor and an adjacent parcel of land owned by Grantor. Said lots are conveyed subject to the following:

- a. Rights-of-way over existing roadways, driveways and easements reserved by the Grantor for access to remaining lands of the Grantor and/or for the benefit of other lots and lot owners within the development and any notes, conditions, and restrictions set forth on the above plan of the development.
- b. Terms and conditions of the Covenants and Bylaws of the Hopkins Pond, Mariaville Homeowners Association, the terms of which are incorporated herein. The Covenants are recorded at Book 3336, Page 61. By acceptance of this deed, Grantee hereby acknowledges and agrees to comply with the terms and conditions of the same.
- c. As further consideration for this deed, Grantee covenants and agrees that Grantee shall not divide, lease, sell or offer to divide, lease, or sell any portion of the Premises less than the whole, other than a transfer to an abutting owner of record for the purpose of adjusting or relocating a common boundary line(s), within five (5) years from the date of recording of this deed. This restriction and covenant shall run with the land and be binding upon Grantee and Grantee's successors and assigns.
- d. Rights reserved by Champion International Corporation in its deed to Champion Realty Corporation dated September 4, 1998, and recorded in said Registry in Book 2802, Page 474.
- e. Any and all municipal, state, or federal laws, regulations, and ordinances including, without limitation, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the Grantee).
- f. Any and all encumbrances, easements, servitudes, rights of way, flowage rights, restrictions, licenses, leases, reservations, covenants and all other rights in third parties of record or acquired through prescription or adverse possession.
- g. Any current or future governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions and regulations, including but not limited to any that restrict Grantee's ability to build upon or use the Premises and any relating to wetlands protection.
- h. Rights, if any, relating to the construction and maintenance in connection with any public utility wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Premises.

- i. Any condition which a physical examination or adequate survey of the Premises might reveal.
- j. All outstanding governmental fees, assessments and charges.
- k. Standard title insurance exceptions in the State of Maine.
- l. All claims and rights of governmental authorities in and to any portion of the Premises lying in the bed of any streams, creeks, waterways or great ponds, or other submerged lands or riparian rights.

Excepting and reserving to Grantor, its successors and assigns, all trees, timber and wood, whether standing, lying or growing, and all minerals and other mineral rights of any kind in, on or under Lot 4 conveyed herein, together with the right to enter upon Lot 4 with men and equipment to harvest, remove, mine, transport or extract the same. Grantee covenants on behalf of Grantee, Grantee's heirs, successors and assigns, that their use of Lot 4 shall not interfere with the rights of Grantor reserved herein. Notwithstanding the reservation herein, Grantee, their heirs, successors and assigns, shall be responsible for all taxes and assessments on Lot 4.

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R/Peter Baldacci
40 Main St Bar Harbor ME 04801