

QUITCLAIM WITH COVENANT DEED

HELEN M. McKINNON, of Deer Isle, County of Hancock and State of Maine, for consideration paid **GRANTS** to **CLYDE M. McKINNON and SUSAN O. McKINNON**, husband and wife, as **JOINT TENANTS**, whose mailing address is 20 Gravel Pit Drive, Deer Isle, Maine 04627, with **QUITCLAIM COVENANT**, a certain lot or parcel of land, together with any improvements thereon, situated on the westerly side of Highway Route 15, but not adjoining thereon, in the Town of Deer Isle, County of Hancock, and State of Maine, being a portion of the premises described in the deed of Jodie L. Libby to Helen M. McKinnon, dated March 27, 2000, recorded at the Hancock County Registry of Deeds in Book 2908, Page 75, bounded and described as follows:

Beginning at a 5/8 inch iron rod found in a stonewall at land now or formerly of Henry W. Borntraeger, and being at the southeasterly corner of land of Alvah T. Wendell as described in the deed dated March 27, 2000, recorded at the Hancock County Registry of Deeds in Book 2908, Page 75, said point of beginning also being on the southerly side of the gravel road leading from State Highway Route 15, to and across the within described premises; thence, North 37°-10'-00" West, 206.57 feet by said land of Wendell and crossing said gravel road, to a 5/8 inch iron rod marked "PLS 1125" set; thence, North 76°-00'-27" East, 175.25 feet by remaining land of the Grantor herein, to a 5/8 inch iron rod marked "PLS 1125" set in the gravel driveway; thence, South 19°-55'-10" East, 147.88 feet by said remaining land of the Grantor herein, to a 5/8 inch iron rod marked "PLS 1125" set at said stonewall and land now or formerly of Carolyn B. Gray; thence, South 54°-36'-00" West, 117.32 feet by said land of Gray and by said land of Borntraeger, to the point of beginning. Containing 25,000 square feet, or 0.57 acre.

Together with and appurtenant to the premises hereinabove described and conveyed, and to each and every part thereof, to be used in common with the Grantor herein, her heirs and assigns, and all others of record entitled thereto, a right of way, for all purposes of a way, including utilities, as the same are defined in 33 M.R.S.A. Section 458, over the existing gravel road, extending from the westerly side of Route 15 and continuing in a generally westerly direction over and across said existing gravel road, to the easterly line of the premises hereinabove described and conveyed.

The premises hereinabove described and conveyed are conveyed subject to a right of way, for all purposes of a way, including utilities, over the existing gravel road extending from the easterly line of the premises hereinabove described and conveyed and continuing in a generally westerly direction over and across said premises, to the easterly line of said land of Wendell.

Together with a right of way, for all purposes of a way, including utilities as the same are defined in 33 M.R.S.A. Section 458, to be used in common by the Grantor herein, her heirs and assigns, the Grantees herein, their heirs and assigns, and all others of record who may now have or hereafter acquire similar rights thereto, said right of way to be over a strip of land bounded and described as follows:

MAINE REAL ESTATE
TRANSFER TAX PAID

Beginning at a 5/8 inch iron rod marked "PLS 1125" set the northeasterly corner of the above described premises; thence, North 76°-00'-27" East, 12.00 feet; thence, South 37°-05'-16" East, 56.48 feet, to the northerly side of the gravel road right of way described hereinabove; thence, South 69°-50'-43" West, 8.70 feet by said gravel road right of way; thence, South 57°-07'-59" West, 20.27 feet by said gravel road right of way, to the easterly line of the above described premises; thence, North 19°-55'-10" West, 58.87 feet by the above described premises, to the point of beginning.

Subject to utility easements of record.

Bearings refer to the 1991 magnetic meridian. Reference is made to "Plan Showing A Standard Boundary Survey For Helen M. McKinnon" dated June 10, 2009, by Rodney E. Chadbourne, Professional Land Surveyor.

BY ACCEPTANCE OF THIS DEED, the Grantees, the said Clyde M. McKinnon and Susan O. McKinnon, do hereby covenant and agree that said Grantees, or the survivor of them, or their heirs, assigns, or successors in interest, will not sell or otherwise convey the premises hereinabove described and conveyed, or any part thereof, (hereinafter "Premises") to any person other than the Grantor, the said Helen M. McKinnon or her heirs and assigns, being the intent of this covenant that this covenant be an appurtenance to remaining land of said Helen M. McKinnon described as conveyed in the above-referenced deed at Book 2908, Page 75, unless:

1. Grantees, their heirs or assigns, have received a bonafide written offer to purchase said Premises, or a part thereof, signed by the person making such offer, and containing all the terms and conditions of the offer, and the encumbrances subject to which the Premises are to be conveyed, and
2. Said Grantees, their heirs or assigns, have given said Grantor, her heirs or assigns, written notice, signed by said Grantees, their heirs or assigns, and mailed postage prepaid to Grantor at her address set forth above (or such other place as Grantor, her heirs or assigns, shall designate, by instrument in writing, acknowledged and recorded with the Hancock County, Maine, Registry of Deeds), stating the name and address of the party making such offer, the terms and conditions of the offer and the encumbrances subject to which the Premises are to be conveyed, and containing an offer by said Grantees, their heirs or assigns, to sell the same to said Grantor, her heirs or assigns, upon the same terms and conditions, and
3. Said Grantor, her heirs or assigns, shall not, within sixty (60) days after the receipt of such notice, have given to Grantees, their heirs or assigns, written notice signed by said Grantor, her heirs or assigns, and mailed postage prepaid to said Grantees, their heirs or assigns, at their address set forth above (or such other address as said Grantees, their heirs or assigns, shall designated by instrument in writing, acknowledged and recorded with said Registry of Deeds) stating that said Grantor, her heirs or assigns, elects to purchase the same in accordance with said offer. In the event that said Grantor, her heirs or assigns, shall give such notice of election to purchase, the deed shall be delivered and the consideration paid in accordance with the terms of the Grantees', their heirs or assigns, offer. If said Grantor, her heirs or assigns, shall not give such notice of election to purchase within the time above

specified, or if Grantor, her heirs or assigns, shall, after giving such notice, fail to complete such purchase, Grantees, their heirs or assigns, shall be free thereafter to convey the Premises, or a part thereof, covered by the offer to the party that shall have made such bonafide offer, and free thereafter of the provisions of this First Refusal covenant, at a price not lower than, and on terms not more favorable than, those specified herein. The Grantees, their heirs or assigns, shall not thereafter sell the Premises to any other party or at any lower price or more favorable terms without again offering the same to Grantor, her heirs or assigns, in the manner aforesaid.

The provisions of this First Refusal do not apply to the following transactions:

1. A gift or sale of the Premises, or a part thereof, to a relative by blood of the Grantees, in which case this First Refusal provision shall be binding upon the Donee and upon the Donee's heirs and assigns.
2. Decent or devise of the Premises, or a part thereof, upon death, in which case said provisions shall be binding upon the heirs or devisees and their heirs and assigns.
3. A bonafide mortgage of the Premises, or a part thereof, to a financial institution. In default of such bonafide mortgage, a completed foreclosure proceeding on the mortgage shall free the Premises from the provisions of this First Refusal without any further obligation of any owner of the Premises under the foreclosure proceedings, or owner of the Premises pursuant to a sale upon the completed foreclosure proceeding, to offer the Premises to Grantor, her heirs or assigns, in any manner.

Any purported conveyance of the Premises, or a part thereof, in violation of the provisions of this First Refusal shall be void.

If any record owner of the Premises, or a part thereof, shall make and record with said Registry of Deeds an affidavit stating the following facts, then such affidavit shall be conclusive evidence of compliance with the provisions of the terms of this First Refusal with respect to such conveyance in favor of the Grantee therein and all persons claiming through or under such Grantee. The title shall then be free of any encumbrances from the terms of this First Refusal covenant and agreement:

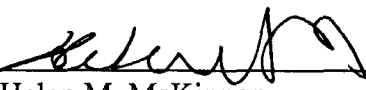
1. That a conveyance made by said owner is made pursuant to a bonafide offer to purchase.
2. That said owner has given notice in connection with such conveyance as required by the provisions of this First Refusal.
3. That said owner has not received written notice of election to purchase in accordance with the provisions hereof from Grantor, her heirs or assigns, or that Grantor, her heirs or assigns, were given such notice but have failed to complete the same in accordance with the provision hereof, and
4. That the conveyance is made to the party named in such notice to purchase at a price not

lower than, and on terms not more favorable than those therein stated.

Such affidavit shall be conclusive evidence of compliance with the provisions of the terms of this First Refusal with respect to such conveyance in favor of the Grantee therein and all persons claiming through or under such Grantee.

Together with all rights, privileges and easements belonging to the above granted estate.

WITNESS my hand and seal this 24th day of August, 2009.

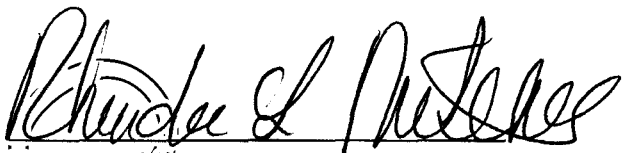

Helen M. McKinnon

STATE OF MAINE
Hancock, ss.

August 24, 2009.

Personally appeared the above-named HELEN M. McKINNON and acknowledged the foregoing instrument to be her free act and deed.

Before me,


Notary Public

Rhonda L. Mitchell
Notary Public
Hancock County, Maine
Commission expires 03/21/2015

Please type or print name of Notary

SEAL

④ R/David Hawkins