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QUIT CLAIM DEED WITH COVENANT

Edward M. Thompson and June M. Thompson, both of Clearwater, Florida, for consideration paid grant to Harvey E. Walters and Molly M. Kealy of Arlington, Virginia (whose mailing address is 1555 Colonial Terrace #400, Arlington, VA 22209) with Quit Claim Covenants, as joint tenants, the following described real estate:

A certain lot or parcel of land, together with any improvements located thereon, situated in Mariaville, Hancock County, Maine, more particularly described as follows:

Lot 13 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 Hancock 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 lot conveyed herein is comprised of a lot currently leased by this grantor and an adjacent parcel of land owned by Grantor. Said lot is 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).

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- 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

The lot conveyed herein is conveyed together with a nonexclusive easement to enter upon adjacent land of this Grantor with necessary men and equipment to maintain, repair and replace the existing sanitary sewer lines, septic tanks, and leach fields, if any, serving the lot conveyed herein. By accepting this easement, the Grantee covenants and agrees that (1) the sewer system and appurtenances will be maintained in accordance with all local and State regulations governing the same; (2) exercise of this easement shall be done in a manner which causes a minimal amount of interference with Grantor's property; and (3) the Grantee shall indemnify and hold Grantor harmless from any and all damages, costs or claims arising out of Grantee's use and exercise of said easement.

For grantors' source of title, reference may be had to a deed from Champion Realty Corporation to the grantors herein, dated May 24, 2002, recorded in Hancock Registry of Deeds, Volume 3343, Page 134

Any and all other rights, easements, privileges and appurtenance belonging to the granted estate are hereby conveyed.

This conveyance is made subject to the property taxes assessed against the premises which said taxes are to be prorated between the parties hereto as of the date of delivery of this deed in accordance with 36 M.R.S.A., sec 558.

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Witness our hands and seals this 4 day of September, 2008.

WITNESS:

Cynthia Grant

Cynthia Grant

Edward M. Thompson
Edward M. Thompson

June M. Thompson
June M. Thompson

STATE OF MAINE
COUNTY OF Penobscot

September 4, 2008

Then personally appeared the above named Edward M. Thompson and acknowledged the foregoing to be his free act and deed.

Before me,

Pamela J. Ryan
Notary Public/Justice of the Peace
Commission Expiration:

File No : 08-1002

SEAL

Pamela J. Ryan
NOTARY PUBLIC
State of Maine
My Commission Expires 12/30/09

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