

BK: OR 7406 PAGE: 560 # OF PGS: 3
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JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE
MAINE REAL ESTATE TRANSFER TAX PAID
eRecorded Document

Return to:
Henry Tamagni
Judy Tamagni
3342 SE Inlet Harbor Trail
Stuart, FL 34996

QUITCLAIM DEED

DLN: 3113397

KNOW ALL PERSONS BY THESE PRESENTS: That Daniel J. Morrow and Theresa K. Morrow, both with a mailing address of 223 Nevells Way, Ellsworth, ME 04605 for consideration paid grants to Henry Tamagni and Judy Tamagni, both with a mailing address of 3342 SE Inlet Harbor Trail, Stuart, FL 34996, as JOINT TENANTS with QUITCLAIM COVENANTS:

See attached Exhibit A

Meaning and intending to describe and convey the same premises conveyed to Daniel J. Morrow and Theresa K. Morrow from Roy P. Allen, II, Gregory G. Allen, Jason T. Allen and Alice Allen, Personal Representative of the Estate of Andrew Parker Allen, by virtue of a Quitclaim Deed with Covenant dated October 28, 2020 and recorded in the Hancock County Registry of Deeds in Book 7069, Page 538.

Executed this 17th day of September, 2025

Daniel J. Morrow

Theresa K. Morrow

State of New York
County of Ontario

September 17, 2025

The foregoing instrument was acknowledged before me on this 17th day of September, 2025 by Daniel J. Morrow and Theresa K. Morrow.

PETER FOUNTAIN
Notary Public, State of New York
No. 01F06386962
Qualified in Monroe County
Commission Expires 02/04/2027

Notary Public/Attorney at Law Peter Fountain
Commission expiration: 2.4.2027

Exhibit A - Property Description

A certain lot or parcel of land ("the lot") together with any improvements thereon, in Ellsworth, County of Hancock, State of Maine, described as follows:

Lot #14, as depicted in on the "Final Subdivision Plan, Nevell's Shore Subdivision", prepared by Plisga & Day Land Surveyors, dated April 3, 2013, and recorded in the Hancock County Registry of Deeds in Plan File 41, Sheets 140 through 143 (the "Subdivision Plans").

TOGETHER WITH a non-exclusive easement, in common with Grantors and others, for access and utility services over and across Nevell's Way, a fifty (50) foot wide private right of way, depicted on the Subdivision Plans.

The Lot and easement are SUBJECT TO, as applicable:

- a) The terms, conditions and restrictions of the Subdivision approval and all easements and matters shown on the Subdivision Plan.
- b) The terms and conditions of the Maine Department of Environmental Protection Stormwater Management Law Findings of Fact and Order (Project # L-25710-NI-A-N and Project # L25710-TE-B-N) dated January 30, 2013, and recorded in Book 5987, Page 50 of the Hancock County Registry of Deeds, including the specific terms and conditions set forth on Exhibit A hereto.
- c) Terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Nevell's Shore Lot Owners' Association, dated September 29, 2020, and recorded in Book 7061, Page 266, of the Hancock County Registry of Deeds.
- d) Obligation of membership in the Nevell's Shore Lot Owners' Association.
- e) Easement granted by Roy P. Allen, II and others to Emera Maine dated November 7, 2019 and recorded in Book 6995, Page 213 of the Hancock County Registry of Deeds.
- f) Easement granted by Roy P. Allen, II and others to Consolidated Communications of Northern New England Company (d/b/a Consolidated Communications - NNE) dated November 7, 2019 and recorded in Book 6996, Page 849 of the Hancock County Registry of Deeds.

The aforesaid easement over Nevell's Way is further SUBJECT TO:

- g) Easement from Phillip E. Nevells to Bangor Hydro-Electric Company dated September 18, 1964 and recorded in Book 968, Page 323 of the Hancock County Registry of Deeds.
- h) Easement from George C. Allen and Roy P. Allen, II to Russell D. Lunt and Martha W. Lunt dated December 18, 1986 and recorded in Book 1615, Page 207 of the Hancock County Registry of Deeds.

The terms, conditions, and restrictions set forth in items (a) through (d) above ("the Restrictions") are permanent and shall, as applicable, be for the benefit of all land in the Nevell's Shore Subdivision and every part thereof. Invalidation of any one provision by court decree or otherwise shall not affect any other provisions which shall remain in full force and effect. By accepting this deed, the Grantees agree to be bound by the Restrictions and acknowledge that the remedy at law for violation of the terms of any such conditions or restrictions may be inadequate. Grantees therefore agree, for Grantees and their heirs and assigns, that Grantors and the Nevell's Shore Lot Owners' Association and their respective heirs, successors and assigns, shall have the right, but not the obligation, to enforce the Restrictions by any appropriate equitable action for injunction without waiver of any claims, demands, actions or judgements at law for damages and agree to pay to and indemnify Grantors and the Nevell's Shore Lot Owners' Association, and their respective heirs, successors and assigns against all legal costs and charges, including attorneys' and paralegals' fees reasonably incurred in enforcing the Restrictions after a default by Grantees or such heirs, successors and assigns.

Title not searched, description not verified, by preparer of deed