

TRUSTEE'S DEED

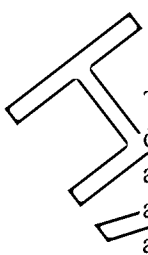
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KNOW ALL MEN BY THESE PRESENTS, THAT WE, **FRANK R. KELLY and MARY BETH KELLY**, Trustees under the **F.J. & M.M. KELLY TRUST** dated **April 1, 1992**, and as amended **July 7, 2014**, FOR CONSIDERATION PAID, grant to **PATRICIA BETH WHITING**, Trustee of the **Patricia Beth Whiting Living Trust**, dated **May 10, 2006**, whose mailing address is 318 Richards Avenue, Portsmouth, New Hampshire 03801-5238, with Warranty Covenants, the following parcels of land situated in the town of Sedgwick, described in the deed from Frank J. Kelly and Madge M. Kelly to the F.J. and M.M. Kelly Trust, dated February 9, 1993 and recorded in the Hancock County Registry of Deeds in Book 2059, Page 29, as follows:

"Two certain lots of land and the structures thereon situated at Carter Point in Sedgwick, County of Hancock, State of Maine, bounded and described as follows, to wit:

FIRST LOT: Beginning at an iron pipe set in the ground on the bank by the shore of Eggemoggin Reach marking the southeasterly corner of land owned by Carl A. and Rita C. Hirsch and the southwesterly corner of the premises herein described; thence by land of Hirsch North 32° 40' East 300 feet to an iron pipe set in the ground on the southerly side of a right of way; thence by the southerly side of said right of way South 48° 45' East 169.5 feet to an iron pipe set in the ground on the southerly side of said right of way; thence South 28° 30' West 340 feet to an iron pipe set in the ground on the bank by the shore of Eggemoggin Reach; thence continuing the same bearing to low water mark; thence by low water mark in a generally northwesterly direction to a point bearing South 32° 40' West from the point of beginning; thence North 32° 40' East to the point of beginning.

SECOND LOT: Beginning at an iron pipe set in the ground on the southeasterly side of a right of way marking the southwesterly corner on said right of way of land formerly owned by Matthews and the northwesterly corner on said right of way of the premises herein described; thence by the southeasterly side of said right of way South 37° 15' West 437.4 feet to a point on the southeasterly side of said right of way; thence by the southeasterly side of said right of way South 35° West 116.6 feet to a point at the intersection of said right of way and the northeasterly side line of a right of way; thence by the northeasterly side line of said second right of way South 49° East 197.6 feet to a point on the northeasterly side line of said second right of way; thence South 48° 45' East 85 feet to an iron pipe set in the ground on the northeasterly side of said second right of way marking the southwesterly corner of land of Tibbetts; thence by land of Tibbetts North 24° 45' East 305 feet to an iron pipe set in the ground; thence by land of Tibbetts North 31° East 275 feet more or less to an iron pipe set in the ground at the northwest corner of land of Tibbetts and the southwest corner of land of Jayne; thence by land formerly of Matthews North 53° West 200 feet to the point of beginning. Excluding the cemetery located on said premises 66 feet square surrounded by a granite fence.

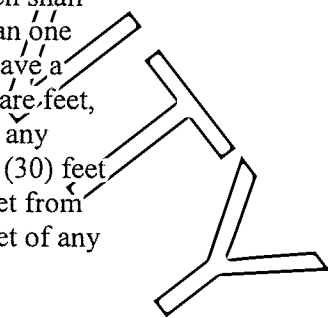


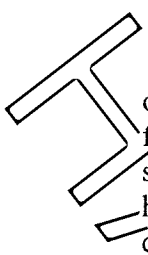
Together, also, with a right of way for all purposes connected with the use and enjoyment of said premises, to be used in common with the original Grantor, his heirs, executors, administrators, successors and assigns, and all others who may now have or hereafter acquire similar rights therein, said right of way beginning at an iron pipe set in the ground at the southwesterly side of the Townroad leading by on old house formerly the J.P. Carter residence, this pipe being located North 49° West and 78.7 feet from the southwesterly corner of the said J. P. Carter house and 73 feet from the northwesterly corner of said house; thence following the southeasterly side line of a right of way 33 feet wide, South 24° 50' West 141.8 feet to a point; thence South 53° West 128.4 feet to an iron pipe set in the ground; thence South 37° 15' West 437.4 feet to a point; thence South 35° West 116.6 feet to an intersection at the northeasterly side line of a right of way 33 feet wide; thence following the northeasterly side line of said right of way South 49° East 197.6 feet to a point; thence South 48° 45' East 165 feet to a point; thence South 54° 10' East 153 feet to a point; thence South 57° 15' East 152 feet to an iron pipe set in the ground, being the southeasterly end of the right of way 33 feet wide; thence by the following bearings and distances South 9° 17' West 33 feet to an iron rod set in the ground; thence South 19° 45' West 300 feet to an iron pipe set in the ground; thence along the shore of Eggemoggin-Reach North 85° 45' East 46 feet to a point; thence North 56° 15' East 60 feet to an iron pipe set in the ground; thence North 13° 19' East 243.5 feet to an iron pipe set in the ground; thence North 46° 30' West 60 feet to an iron pipe set in the ground.

Together, also, with the right and authority to maintain a buried pipe beneath the right of way above described separating the FIRST LOT above described and the SECOND LOT above described, said pipe to connect the septic lift station on the FIRST LOT above described to the subsurface absorption area on the SECOND LOT above described, said Grantees being further granted access to said pipe for the purpose of maintenance and repair, with trenching across and restoration of the road surface to be done at Grantees' expense in a workmanlike fashion.

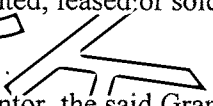
This transfer does not include and the original Grantor reserves all his right, title and interest in and to any road or way abutting the above described premises, except as hereinabove set forth.

The said Grantees, F.J. & M.M. KELLY TRUST for itself, their heirs, executors, administrators, successors and assigns, covenant and agree as to the FIRST LOT above described that they shall never erect, permit to be erected or maintained on the above described premises at any one time more than one dwelling house for not more than one family and one private two-car garage and one pump house or any structure which shall be used or occupied for any purpose other than a dwelling house for not more than one family or a private two-car garage or pump house; that no dwelling house shall have a living space floor area on the ground floor of less than one thousand (1,000) square feet, nor shall it be finished with anything other than first class construction; nor shall any structure including porches, bay windows and terraces be located less than thirty (30) feet from the side lines of the above granted premises nor within seventy-five (75) feet from the edge of the above high water mark if a water front lot nor within fifty (50) feet of any

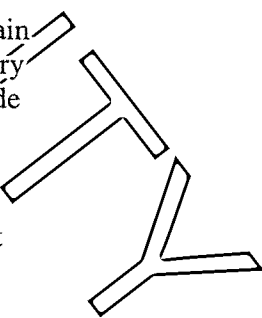




other boundary line other than a side-line; nor shall any structure be more than twenty-five (25) feet high; nor shall any drive be less than ten (10) feet from the side lines of the said premises; nor shall any television or radio antennae be more than thirty-five (35) feet high; that all sewerage and liquid waste disposal shall be by septic tank with concealed drainage, or in conformity with existing state law and the Maine Plumbing Code, whichever requirements shall be the greater, when installed on the FIRST LOT and/or the SECOND LOT above described; that no garbage or refuse shall be burned, dumped or buried on said premises; that said premises shall not be used for any manufacturing, business, professional or commercial purposes; that no sand or gravel shall be at any time excavated or dug out of the said premises except for the purposes of lay the foundations of buildings to be erected thereon, or for use in erecting such buildings, or improving the gardens or grounds thereof; that no substantial changes shall be made in the elevation of the land; that no tents, mobile homes, camps, trailers, campers, motor homes, A-frame buildings or cabins for transients shall be erected or permitted to remain on any part of the said premises at any time; that no animals or fowl, other than ordinary household pets shall be kept on said premises (ordinary household pets shall not include horses, sheep, goats, swine, cattle, poultry or other farm animals); that no unregistered vehicle intended for over-the-road use shall be stored on said premises; that no trucks shall be parked overnight on said premises except in a garage; and that the said premises shall not be divided for the purposes of renting, leasing, or selling or any other purpose and no part thereof less than the whole shall be rented, leased or sold and then only together with the SECOND LOT above described.



During the lifetime of the original Grantor, the said Grantees, the F.J. & M.M. KELLY TRUST, for themselves, heirs, executors, administrators, successors and assigns, covenant and agree as to the FIRST LOT above described that they will not at any time erect, extend, enlarge, or remodel any building, structure, or fence on the said premises, until the plans and specifications for the erection, extension, enlargement or remodeling thereof with respect to location, exterior color scheme, design and character or construction, shall have been submitted in writing to and approved in writing by the Grantor. No contemporary type or vacation type building or structure shall be allowed. The F.J. & M.M. KELLY TRUST, for itself, their heirs, executors, administrators, successors and assigns, covenant and agree as to the SECOND LOT above described that they shall never erect, permit to be erected or maintained on the above described premises any structure or building; that no garbage or refuse shall be burned, dumped or buried on said premises; that said premises shall not be used for any manufacturing, business, professional or commercial purposes; that no sand or gravel shall be at any time excavated or dug out of the said premises; that no substantial changes shall be made in the elevation of the land; that no tents, mobile homes, camps, trailers, campers, motor homes, A-frame buildings or cabins for transients shall be erected or permitted to remain on any part of the said premises at any time; that no animals or fowl, other than ordinary household pets shall be kept on said premises (ordinary household pets shall not include horses, sheep, goats, swine, cattle, poultry or other farm animals); that no unregistered vehicle intended for over-the-road use shall be stored on said premises; that no trucks shall be parked overnight on said premises; and that the said premises shall not be divided for the purposes of renting, leasing, or selling or any other purpose and no part



thereof less than the whole shall be rented, leased or sold and then only together with the FIRST LOT above described.

During the lifetime of the original Grantor, the said Grantees, the F.J. & M.M. KELLY TRUST for themselves, heirs, executors, administrators, successors and assigns, covenant and agree as to the SECOND LOT above described that they will not at any time erect, extend, enlarge, or remodel any fence on the said premises, until the plans and specifications for the erection, extension, enlargement or remodeling thereof with respect to location, exterior color scheme, design and character or construction, shall have been submitted in writing to and approved in writing by the Grantor.

The covenants on the part of the Grantees, the F.J. & M.M. KELLY TRUST, shall be binding upon their heirs, executors, administrators, successors and assigns, and shall and do attach to and run with the land hereby conveyed and shall be perpetual, and it shall be lawful only for the original Grantor, his heirs, executors, administrators, successors and assigns, but also for the owner or owners of any plot or plots who may have derived title directly or indirectly from or through the original Grantor, his heirs, executors, administrators, successors and assigns, to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate any of the said covenants; and that the said covenants may be proceeded on either for an injunction against a violation thereof, for damages, or for a specific performance thereof, against any party or parties violating any of the same, their heirs, executors, administrators, successors or assigns.

Any plan of lots or sketch of proposed lots or hereafter shown to the Grantees is for the convenience of the parties only, and the original Grantor is free and shall be at liberty from time to time to subdivide and lay out his lands in whatever way he may desire, and to alter the same or any part or parts thereof at will, except that he will not change the lines or locations of the parts of the street or streets on which the plot hereby conveyed abuts.

The original Grantor, his heirs, executors, administrators, successors and assigns, shall have free liberty of drainage in and through said premises above described from any adjoining premises, or other estates belonging to the Grantor, by means of the drains and conduits now existing on the adjoining premises, or other estates belonging to the Grantor, and the premises herein above described.

And the original Grantor reserves the right to modify or abrogate any of the above covenants and restrictions at any time as to any lots on the Town road on the north side of the property owned by the Grantor of which said premises are a part."

Being the same premises as conveyed in the deed from Frank J. Kelly and Madge M. Kelly to the F.J. and M.M. Kelly Trust, dated February 9, 1993 and recorded in the Hancock County Registry of Deeds in Book 2059, Page 29.

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

WITNESS our hands and seals this 17th day of August, 2020

F.J. and M.M. Kelly Trust,
dated April 1, 1992 and as amended
July 7, 2014.

Mark A. Perry
Witness

Frank R. Kelly
Frank R. Kelly, Trustee

to both
Witness

Mary Beth Kelly
Mary Beth Kelly, Trustee

STATE OF MAINE
COUNTY OF PENOBSCOT, ss.

August 17, 2020

Personally appeared the above-named Frank R. Kelly and Mary Beth Kelly in their said capacities as Trustees, and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of the F.J. and M.M. Kelly Trust, dated April 1, 1992, as amended July 7, 2014.

Before me,

Mark A. Perry
Notary Public/Attorney-at-Law

MARK A. PERRY
MAINE ATTORNEY #2477