BOOK: OR 6880 PAGE:580, # OF PGS: 3
03/23/2018 11:13:45 AM INSTR#: 2018003499
JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE
MAINE REAL ESTATE TRANSFER TAX PAID

Tx:4018011

QUITCLAIM DEED WITH COVENANT

NOUS SOMMES DU SOLEIL, LLC, a Maine limited liability company, having a mailing address of P.O. Box 139 Mount Desert, Maine 04660, for consideration paid, GRANTS to **CLARK E. FOUNTAIN**, having a mailing address of P.O. Box 164, Mount Desert, Maine 04660, with QUITCLAIM COVENANT, a certain lot or parcel of land together with any and all structures and improvements situated thereon, and appurtenances thereto, situated in Mount Desert, Hancock County, Maine, and being Lot 2, a 3.07-acre subdivision lot depicted on a plan entitled of "Subdivision Plan for Sol Terre Aspen Way Mount Desert, Maine", dated April 8, 2017 by Thomas W. Benson, PLS, and recorded in File 44, No. 25 of the Hancock County Registry of Deeds (the "Plan").

TOGETHER WITH and SUBJECT TO the terms of the Declaration of Protective Covenants dated March 21, 2018 and recorded in Book 6880, Page 571 of said Registry, which affects ownership of the lots in the above referenced subdivision; RESERVING to Nous Sommes du Soleil, LLC, its successors and assigns, those rights of the Declarant as described in said Declaration of Protective Covenants.

Being a portion of the property described in a deed from Richard Davis Irvin, Jr. to Nous Sommes Du Soleil, LLC, dated September 7, 2017 and recorded in Book 6823, Page 175 of the Hancock County, Maine, Registry of Deeds.

TOGETHER with an easement to be used in common with all others having similar rights, for purposes of ingress and egress as necessary upon the 50' wide rights-of-ways depicted as Aspen Way on the Plan and for the installation, maintenance, repair and replacement of utility services as defined by Title 33 MRSA §458 as hereafter amended, over, in, under and upon the 50' wide right of-way depicted as Aspen Way on the Plan however, said utility services easement area shall end at the southerly boundary of Lot #2.

TOGETHER WITH and SUBJECT TO all matters depicted on the Plan.

TOGETHER WITH a nonexclusive right of way for all purposes of a way, including ingress, egress, and the installation, maintenance, repair and replacement of utility services as defined in Title 33 MRSA §458, and as hereafter amended, in, over, under and upon Woods Road depicted on (1) Sheet one of three from the survey plan entitled "Ober Mill II Subdivision, Pretty Marsh, Mount Desert, Maine", dated August 19, 2004 prepared by Thomas W. Benson, PLS, recorded on August 19, 2004 prepared by Thomas W. Benson, PLS, recorded on August 25, 2004 in File 32, No. 190 in the Hancock County, Maine, Registry of Deeds, and (2) the Plan entitled "Woods Road Subdivision of a portion of the lands of David Irvin, Mount Desert, Maine," dated April 1, 1988, revised October 26, 1993, and recorded on December 9, 1993 in File 26, #33 in said Registry of Deeds.

The above-described premises are conveyed **SUBJECT TO** the terms and provisions of the Agreement among Richard Davis Irvin, Jr. and Jan M. Irvin and Woods Road Association, LLC dated September 1, 2006 and recorded in Book 4634, Page 345 of said Registry of Deeds wherein Woods Road Association, LLC consented to access over Woods Roads to others upon certain terms and conditions, namely that those acquiring such rights over Woods Road "be members of Woods Road Association, LLC, shall abide by the bylaws and rules and regulations adopted by the Association; shall pay their share of the cost of maintenance of Woods Road Extension and Woods Road; and shall, following (a) any exercise of the rights granted in said deed and (b) the construction of structures or improvements…which results in damage to Woods Road or Woods Road Extension, restore the surface of Woods Road Extension and Woods Road to substantially its condition prior to said exercise." By the acceptance of this deed, and as partial consideration therefore, the Grantee herein, for himself, his heirs, personal representatives and assigns, agrees to the terms and conditions provided in said Agreement recorded in Book 4634, Page 345.

The above-described premises are further conveyed **SUBJECT TO** the rights, privileges and easements described in the following:

A. Deed to Unn Boucher dated March 27, 2015 and recorded in Book 6367, Page 55; and
B. Deed from Richard Davis Irvin, Jr. to Maine Coast Heritage Trust dated July 25, 2011 and recorded in Book 5654, Page 85.

TOGETHER WITH and SUBJECT TO those terms and conditions set forth in the easement from Nous Sommes du Soleil, LLC to Emera Maine dated February 12, 2018, to be recorded in said Registry.

IN WITNESS WHEREOF, Nous Sommes du Soleil, LLC, has caused this instrument to be executed by Matthew A. Morehouse, its member, thereunto duly authorized, as of this 21 day of March, 2018.

NOUS SOMMES DU SOLEIL, LLC

By: Matthew A. Morehouse
Its: Member

STATE OF MAINE
COUNTY OF Hancock

March 21, 2018

Then personally appeared the above named, **MATTHEW A. MOREHOUSE** and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

My Commission Expires:

Print Name / Affix Seal

AMBER ORMAN
NOTARY PUBLIC - MAINE
COMM. EXP. MAY 21, 2024

20. Escrow
Ref/ Margaret Jeffery

#4 (3)

HANCOCK
ORIGINAL