

HILLMANN

**QUITCLAIM DEED WITH COVENANT**

**ANN T. HILLMANN**, a/k/a Ann T. Hillman, with a mailing address c/o of P.O. Box 1, Surry, ME 04684, for consideration paid, grants to **FLORENCE REED**, with a mailing address of 24 Bliss Lane, Surry, ME 04684, with Quitclaim Covenant, a certain lot or parcel of land, together with all improvements thereon, situated in the Town of Surry, County of Hancock, State of Maine, bounded and described in Exhibit A attached hereto and incorporated herein.

This deed is being signed by Carol J. Hillmann as agent for Ann T. Hillmann pursuant to a Durable Financial Power of Attorney dated December 20, 2019, a true copy of which is attached hereto as Exhibit B.

Witness my hand and seal this 15<sup>th</sup> day of March, 2024.

Ann T. Hillmann by Carol J. Hillmann, Agent of Ann T. Hillmann pursuant to a Durable Financial Power of Attorney dated December 20, 2019

STATE OF MAINE  
County of Hancock, ss.

Date: March 15, 2024

Then personally appeared the above-named Carol J. Hillmann and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

**Richard C Cleary**  
Attorney at Law  
Bar ID#: 7730

Before me,  
Richard C Cleary  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

HILLMANN

EXHIBIT A

A certain LOT or PARCEL of land, situation in Surry, Hancock County, Maine, a being a portion of the premises conveyed from Naomi R. Williams to Frederick P. Hillman and Ann T. Hillman as joint tenants, by deed dated June 22, 1987 and recorded at the Hancock County Registry of Deeds in Book 1647, Page 365, bounded and described as follows:

"FIRST PARCEL: Being a portion of the FIRST PARCEL described in a Deed from Maureen L. Williams and Roderic C. Williams to the Grantor herein, dated April 28, 1980, and recorded in the Hancock County Registry of Deeds in Book 1375, Page 311, being more particularly described as follows:

"FIRST LOT: a certain lot or parcel of land, with the buildings thereon, and being all and the same premises described as conveyed in the deed from Hattie E. Anderson to Florence E. Williams, dated July 15, 1909 and recorded in Book 468, Page 381 of the Hancock County Deeds in which deed said premises were described as follows:

"Beginning at the Northeast corner of the Merrill Pasture on the Shore Road and running Westerly by said pasture line thirty (30) rods to the back road; thence Northerly by the line of the back road, twenty rods to land of Hattie Davis; thence Easterly by the line of Hattie Davis, twenty rods to the Shore Road; thence Easterly by the Shore Road-eight rods more or less to the place of beginning, containing one and one-half acres, more or less, with the buildings thereon."

SECOND PARCEL: a certain lot or parcel of land situated in the town of Surry, Hancock County, Maine and bounded and described as follows:

Bounded on the North by land of W.W. Williams; on the East by the South Surry Road; on the South by land of Roger Kane and on the West by Morgan's Bay Road, containing fourteen (14) acres, more or less.

Meaning and intending to convey and hereby conveying the same premises described in a Deed from Frank P. Gilley to Naomi Ruth Williams, dated August 5, 1970, and recorded in the Hancock County Registry of Deeds in Book 1102, Page 281."

EXCEPTING from the above described premises and not conveying, the following out sales:

- (i) To Samuel D. Updike and Amelia H. Updike by deed dated May 25, 1989, and recorded at said Registry of Deeds in Book 1754, Page 370.
- (ii) To Frederick P. Hillmann, Jr. by deed dated May 25, 1989, and recorded at said Registry of Deeds in Book 1754, Page 372.
- (iii) To Carol Jean Hillman by deed dated May 3, 1996, and recorded at said Registry of Deeds in Book 2535, Page 131.

(iv) To Frederick P. Hillmann, Jr. by deed dated December 18, 2000, and recorded at said Registry of Deeds in Book 3006, Page 343.

(v) To Carol Jean Hillman by deed dated October 2, 2003, and recorded at said Registry of Deeds in Book 3761, Page 92.

(vi) To Frederick P. Hillmann, Jr. by deed dated June 2, 2004, and recorded at said Registry of Deeds in Book 3947, Page 286.

Frederick P. Hillmann deceased December 22, 2008, leaving Ann T. Hillman as sole owner by survivorship.

HILLMAN  
COCK  
COUNTY

**Durable Financial Power of Attorney of**  
**ANN HILLMANN**

I, ANN T. HILLMANN, the principal, of Surry, Maine, hereby designate my daughter, CAROL J. HILLMANN, my agent to act in my name and for my benefit in a fiduciary capacity:

**I. GENERAL POWERS**

General Grant of Power. I confer upon my agent full power to administer my personal and business affairs and to deal with all of my property, whether standing in my name alone or in my name with any other person or persons, and I intend this authority to grant all of the authorities set forth in the Maine Uniform Power of Attorney Act, 18-C M.R.S.A. § 5-934 through § 5-947. My agent shall on my behalf have full power to exercise or perform any act, power, duty, right, or obligation whatsoever that I now have or may hereinafter acquire, relating to any person, matter, transaction, or property, real or personal, tangible, intangible, or mixed, now owned or hereafter acquired by me, as I might or could do if personally present, including by way of example, but not as a limitation, the following powers:

1. Authority with respect to real property as described in 18-C M.R.S.A. § 5-934;
2. Authority with respect to tangible personal property as described in 18-C M.R.S.A. § 5-935;
3. Authority with respect to stocks and bonds as described in 18-C M.R.S.A. § 5-936;
4. Authority with respect to banks and other financial institutions as described in 18-C M.R.S.A. § 5-938;
5. Authority with respect to the operation of an entity or business as described in 18-C M.R.S.A. § 5-939;
6. Authority with respect to insurance and annuities as described in 18-C M.R.S.A. § 5-940;
7. Authority with respect to estates, trusts and other beneficial interests as described in 18-C M.R.S.A. § 5-941;
8. Authority with respect to personal and family maintenance as described in 18-C M.R.S.A. § 5-943;
9. Authority with respect to benefits from governmental programs as described in 18-C M.R.S.A. § 5-944;
10. Authority with respect to retirement plans as described in 18-C M.R.S.A. § 5-945

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11. Authority with respect to taxes as described in 18-C M.R.S.A. § 5-946; and

12. Authority with respect to gifts as described in 18-C M.R.S.A. § 5-947.

## II. ADDITIONAL POWERS

Grant of Additional Powers. In addition to, but not in limitation of, the general powers set forth in the statutory sections cited above, I grant to my agent the following additional powers:

### 1. Trust creation and asset transfer and withdrawal

To create any trust, revocable or irrevocable, with such trustee or trustees as my agent shall select, for my benefit and/or the benefit of my spouse and/or my children and their descendants, including my agent, that I may have the power to create myself; to amend, revoke or terminate such trust or trusts or any other trust that I may have the power to amend or revoke; to transfer any and all of my tangible, intangible, or mixed personal property or real property, including rights to receive income or assets from any source, to any such trusts; to withdraw and/or receive the income or corpus of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf; to execute and deliver to the trustee or trustees a receipt and release or similar document for the income or corpus so received; and to exercise such powers as my agent deems appropriate in his or her sole discretion.

The fact that my said agent may be a remainderman or a beneficiary in connection with any such transfers hereunder shall not affect the validity thereof, nor, by itself, constitute a breach of the agent's fiduciary duty hereunder.

### 2. Gift-making powers

(a) To make gifts, grants, or other transfers, to my children, their spouses and their descendants, and specifically including gifts to my agent acting under the power of attorney, that my agent considers to be consistent with my estate plan and in my best interests and after considering all relevant factors, including but not limited to: (1) the value and nature of my property; (2) my foreseeable obligations and need for maintenance; (3) minimization of taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes; (4) eligibility of myself or others for a benefit, a program or assistance under a statute, rule or regulation (and in particular the ability to make any exempt transfers) (5) my pattern of making or joining in making gifts; and (6) my current Will, any trusts established by me, and the form of ownership of my property.

(b) To create or change the form of ownership of any asset so as to create a right of survivorship.

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The fact that my said agent may be a recipient of gifts or survivorship interests hereunder shall not affect the validity thereof, nor, by itself, constitute a breach of the agent's fiduciary duty hereunder. However, except when my agent is my spouse, no gift by my agent to himself or herself shall be greater than that to any other member of that generation.

The purpose of this gifting power is to provide my Agent with sufficient financial authority to transfer my assets for purposes of estate planning or for my financial eligibility for the Medicaid program, or any other health care or long-term care program with financial eligibility requirements. The purpose of this gifting power is not to personally benefit or gain advantage for my Agent.

3. Designate beneficiaries

To designate and/or change the ownership or beneficiary designations on any insurance policy, annuity contract, pension benefit, retirement plan account or other contract or policy, and the fact that my said agent may be a beneficiary shall not affect the validity thereof, nor, by itself, constitute a breach of the agent's fiduciary duty hereunder, provided however, that any beneficiary designation my agent to himself or herself shall not be greater than that to any other member of that generation, except when my agent is my spouse.

4. Waive rights under joint and survivor annuity

To waive my rights to be a beneficiary under any joint and survivor annuity, including a survivor benefit under a retirement plan.

5. Fiduciary positions

(a) to decline, resign or renounce any fiduciary positions to which I have been or may be appointed, including (but not limited to) personal representative, trustee, guardian, agent, and officer or director of a corporation or political or governmental body;

(b) to file an accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as my agent shall deem appropriate;

(c) to exercise fiduciary powers that I have the authority to delegate.

6. Releases and disclaimers.

(a) to release, renounce or disclaim on my behalf any property or interest in property, or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession;

(b) to convey or release any contingent or expectant interest in property, marital property rights, and any rights of survivorship incident to a joint tenancy or a tenancy by entirety; to

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release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (including the right to alter, amend, revoke or terminate) and in exercising such discretion, my agent may take into account such matters, including but not limited to, any reduction in estate or inheritance taxes on my estate, and the effect of such release, renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property.

The fact that my said agent may be a beneficiary of any property interest hereunder shall not affect the validity thereof, nor, by itself, constitute a breach of the agent's fiduciary duty hereunder.

7. Statutory Rights

To exercise any statutorily authorized rights, including but not limited to the right to elective share, homestead allowance, tangible property allowance and family allowance.

8. Intangible personal property.

(a) Promissory notes: As to any promissory note receivable, secured or unsecured, to collect, compromise, endorse, borrow against, encumber, release, or recover that note and any deed of trust.

(b) Borrowing/Pledge. To borrow money for my account upon such terms and conditions as my agent shall deem appropriate and to secure such borrowing by the granting of security interests in any property or interests in property which I may now or hereafter own; to sell, pledge or hypothecate all or any bonds, shares of stock, partnership interests, limited liability company interests, or other securities belonging to me; to borrow money upon any life insurance policies owned by me upon my life, or the life of any other person, for any purpose and to grant a security interest in such policy to secure any such loans; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my agent; to execute all instruments necessary or convenient for such purposes and to give receipts and discharges for all cash payments.

(c) Loans. To make loans, secured or unsecured, in such amounts, upon such terms, with or without interest and to such firms, corporations, and persons as my agent deems appropriate; to renew, extend, and modify any such loans or loans that I have previously made; to guarantee the obligations of any such person; to consent to the renewal, extension and modification of such obligations.

9. Substitute agents

To substitute and appoint from time to time one or more agents with the same or more limited powers and to remove them at pleasure and appoint others, provided, however, that the substitute agent be limited to the persons named as successor agents in Section VIII below.

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### III. CONSTRUCTION OF AUTHORITY GENERALLY

I authorize the agent with respect to all general and special powers enumerated above to:

- (a) Demand, receive and obtain by litigation or otherwise, money or another thing of value to which the principal is, may become or claims to be entitled and conserve, invest, disburse or use anything so received or obtained for the purposes intended;
- (b) Contract in any manner with any person, on terms agreeable to the agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release or modify the contract or another contract made by or on behalf of the principal;
- (c) Execute, acknowledge, seal, deliver, file or record any instrument or communication the agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of the principal's property and attaching it to the power of attorney;
- (d) Initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim;
- (e) Seek on the principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in the power of attorney;
- (f) Engage, compensate and discharge an attorney, accountant, discretionary investment manager, expert witness or other advisor;
- (g) Prepare, execute and file a record, report or other document to safeguard or promote the principal's interest under a statute, rule or regulation;
- (h) Communicate with any representative or employee of a government or governmental subdivision, agency or instrumentality on behalf of the principal;
- (i) Access communications intended for and communicate on behalf of the principal, whether by mail, electronic transmission, telephone or other means; and
- (j) Do any lawful act with respect to the subject and all property related to the subject.

### IV. INTERPRETATION AND GOVERNING LAW

This instrument is to be construed and interpreted as a general durable power of attorney. This instrument is executed in the State of Maine and the laws of the State of Maine shall govern all questions as to the validity of this power and the construction of its provisions, and to the extent permitted by law shall be applicable to all property of mine, real, personal, intangible or

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mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my agent. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument. I direct that my agent not be required to give bond and, if any bond is required, that no sureties be required. I revoke all prior general Powers of Attorney that I may have executed and I retain the right to revoke or amend this Power of Attorney and to substitute other attorneys in place of the attorney appointed herein. Amendments to this Power of Attorney shall be made in writing by me personally (not by my agent) and they shall be attached to the original of this Power of Attorney.

**V. LIABILITY FOR REFUSAL TO ACCEPT POWER OF ATTORNEY AND THIRD-PARTY RELIANCE**

In accordance with Maine Uniform Power of Attorney Act, 18-C M.R.S.A. § 5-906(6) a photocopy or electronically transmitted copy of the original of this Power of Attorney has the same effect as the original.

In accordance with the Maine Uniform Power of Attorney Act, 18-C M.R.S.A. § 5-920, a person that refuses in violation of this section to accept an acknowledged power of attorney is subject to a court order mandating acceptance of the power of attorney and liability for reasonable attorney's fees and costs incurred in any action or proceeding that confirms the validity of the power of attorney or mandates acceptance of the power of attorney.

Any and all third parties from whom my agent may request information of any kind or nature, including any lawyer or lawyers of whom I have been a client, are hereby authorized to provide, release and deliver such information to my agent without limitation and are released from legal liability whatsoever to me, my estate, or my heirs, successors, or assigns for complying with the request of my agent.

My agent, successor agent, or substituted agent shall not be liable for acts done in good faith, or for errors of judgment, and shall have power to bind me or my property without binding my agent personally. As permitted in 18-C M.R.S.A. §5-915, my husband shall also be relieved of liability for breach of duty.

**VI. EFFECTIVE DATE AND DURABILITY**

This Durable Financial Power of Attorney shall take effect when executed by me and shall not be affected by any subsequent disability or incapacity of the principal or lapse of time and shall be binding not only upon me but also upon my heirs, executor, and administrator up to the time of the receipt by my said agent of a written revocation signed by me or of reliable notification of my death.

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In the event that, pursuant to the terms hereof, there is at any time more than one person acting on my behalf hereunder, I reserve the right to revoke any grant of authority made as to one such person without revoking it as to any other person acting hereunder, and the death of any such person shall not operate to terminate the authority of any other person acting hereunder.

**VII. COMPENSATION**

My agent may be reimbursed for all reasonable expenses incurred in connection with services hereunder but shall not charge compensation for services.

**VIII. SUCCESSOR AGENT**

If my agent shall die, resign by written resignation attached hereto, or become incapacitated as defined in Section 5-902(5) of the Maine Probate Code, as determined by written certification of a physician licensed to practice medicine in any State of the United States of America, I hereby appoint my daughter, Mary Lynn Murphy, as successor agent. My successor agent shall have all the powers and duties given to or imposed upon the original agent. My successor agent also shall have no duty to inquire into the acts of any predecessor agent and shall not be liable for any act or omission of any predecessor agent. Any person may, without liability, rely on the written certification of a successor agent that such successor has been appointed and has power to act.

**IX. PROTECTIVE PROCEEDINGS**

If proceedings for my estate are hereafter commenced, I hereby nominate, for consideration by the court, my daughter Carol J. Hillmann to serve as the guardian and conservator of my estate, or if she is unable then my daughter Mary Lynn Murphy. Nothing in this section shall be construed as a direction that such a petition be filed or such appointment be made, and it is my express wish that such action be taken only when and if absolutely necessary.

**X. STATUTORY NOTICES**

Notice to the Principal: As the "Principal" you are using this power of attorney to grant power to another person (called the Agent) to make decisions about your property and to use your property on your behalf. Under this power of attorney, you give your Agent broad and sweeping powers to sell or otherwise dispose of your property without notice to you. Under this document your Agent will continue to have these powers after you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9. You have the right to revoke this power of attorney at any time as long as you are not incapacitated. If there is anything about this power of attorney that you do not understand you should ask a lawyer to explain it to you.

Notice to the Agent: As the "Agent" you are given power under this power of attorney to make decisions about the property belonging to the Principal and to dispose of the Principal's property on the Principal's behalf in accordance with the terms of this power of attorney. This

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power of attorney is valid only if the Principal is of sound mind when the Principal signs it. When you accept the authority granted under this power of attorney a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. The duties are more fully explained in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9 and Title 18-B, sections 802 to 807 and Title 18-B, chapter 9. As the Agent, you are generally not entitled to use the Principal's property for your own benefit or to make gifts to yourself or others unless the power of attorney gives you such authority. If you violate your duty under this power of attorney you may be liable for damages and may be subject to criminal prosecution. You must stop acting on behalf of the Principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events of termination are more fully explained in the Maine Uniform Power of Attorney Act and include, but are not limited to, revocation of your authority or of the power of attorney by the Principal, the death of the Principal or the commencement of divorce proceedings between you and the Principal. If there is anything about this power of attorney or your duties under it that you do not understand you should ask a lawyer to explain it to you.

In Witness Whereof, I hereunto set my hand and seal this 20 day of December, 2019.

Ann Hillmann  
Ann Hillmann

Signed and Sealed in presence of:

[Signature]  
First Witness (Signature)  
Print Name: Diane S. O'Connell

[Signature]  
Second Witness (Signature)  
Print Name: Stephen E. O'Connell

STATE OF MAINE  
County of Hancock, ss.

December 20, 2019

Personally, appeared the above-named Ann Hillmann and acknowledged the foregoing instrument to be her free act and deed.

Before me,

[Signature]  
Notary Public

Print Name: LISA JB CARTER  
Commission Expires: 3-13-25

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Ⓞ R: Cheryl L.O.