

**QUITCLAIM DEED WITH COVENANT
and
DEED OF SALE BY PERSONAL REPRESENTATIVE (Intestate)**

ROY P. ALLEN II, having a mailing address is P.O. Box 536, Ellsworth, Maine 04605;
GREGORY G. ALLEN, having a mailing address of 244 Main Street, Ellsworth, Maine 04605;

JASON T. ALLEN, having a mailing address of P.O. Box 536, Ellsworth, Maine 04605; and
ALICE WARDWELL (formerly known as ALICE ALLEN), having a mailing address of 343 Main Street, Ellsworth, Maine 04605, duly appointed and acting **PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW PARKER ALLEN**, deceased intestate, as shown by the Probate records of Hancock County, Maine, and having given notice to each person succeeding to an interest in the real property described below at least ten days prior to the sale, hereby conveying by the power conferred by the Probate Code, and every other power (collectively "Grantors"), for consideration paid, hereby grant, with Quitclaim Covenant, to **KAREN F. PITTS and CHRISTINE A. GILMAN, CO-TRUSTEES OF THE PITTS/GILMAN REALTY TRUST** dated **September 28, 2021**, having a mailing address of P.O. Box 333, Mount Desert, Maine 04660-0333, a certain lot or parcel of land and easement situated in Ellsworth, County of Hancock, State of Maine, described as follows:

Lot #7, as depicted on the "Final Subdivision Plan, Nevell's Shore Subdivision", prepared by Plisga & Day Land Surveyors, dated April 3, 2013, 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 Plans, except for the "Power Line" easement shown running through Lots 4, 5, 6, 7, 8, 10, 11, 12, and 13, which was released by virtue of the Release from Emera Maine dated February 5, 2020 and recorded in Book 7013 Page 542 of the Hancock County Registry of Deeds.

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 # L-25710-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 226, 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, 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. Invalidity 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 successors 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 judgments 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.

For Grantors' sources of title, reference may be had to the following:

1. Quitclaim Deed with Covenant from R. Thurston Allen to George C. Allen and Roy P. Allen, II, dated February 15, 1985 and 1527, Page 426 of the Hancock County Registry of Deeds.
2. Quitclaim Deed with Covenant from Philip E. Nevells to George C. Allen and Roy P. Allen, II, dated February 15, 1985 and recorded in Book 1527, Page 600 of the Hancock County Registry of Deeds (as to the land burdened by the easement over Nevell's Way).
3. Trustee's Deed from Beverly S. Allen, Roy P. Allen, II and Jeffrey R. Dow, Trustees of the George C. Allen Property Trust, to Jason T. Allen, Gregory G. Allen and Andrew P. Allen, dated November 17, 2010 and recorded in Book 5535, Page 281 of the Hancock County Registry of Deeds. Alice Allen was appointed Personal Representative of the Estate of Andrew Parker Allen by Certificate and Abstract dated September 23, 2014 and recorded in Book 6293, Page 267 of said Registry.

IN WITNESS WHEREOF, Roy P. Allen II, Gregory G. Allen, Jason T. Allen and Alice Wardwell in her capacity as Personal Representative of the Estate of Andrew Parker Allen, have hereunto set their hands and seals, all as of this 14th day of March, 2022.

WITNESS:

Janey Nelson
Janey Nelson
Eileen Ricardo
Janey Nelson

Roy P. Allen II
ROY P. ALLEN II
Gregory G. Allen
GREGORY G. ALLEN
Jason T. Allen
JASON T. ALLEN
Alice Wardwell, P.R.
ALICE WARDWELL, PERSONAL
REPRESENTATIVE OF THE ESTATE OF
ANDREW PARKER ALLEN

STATE OF HAWAII

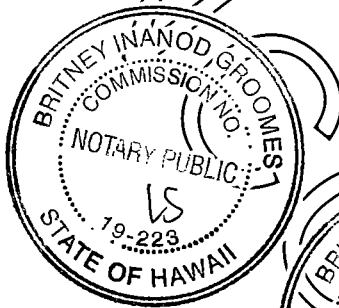
Kauai

COUNTY

March 18, 2022

Then personally appeared the above-named Jason T. Allen and acknowledged the foregoing instrument to be his free act and deed.

Before me,



BQ
Notary Public

Typed or Printed Name: Britney Inanod Grooms

My commission expires: 06.02.2023 # Pages: 7

Name: Britney Inanod Grooms 5th Circuit

Doc. Description: Quitclaim
Deed

BQ

Notary Signature

NOTARY CERTIFICATION

My commission Expires: 06.02.2023

STATE OF MAINE
HANCOCK COUNTY

March 24, 2022

Then personally appeared the above-named Roy P. Allen II, Gregory G. Allen
Alice Wardwell, PR, and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Mary K Jordan
Notary Public / Maine Attorney-at-Law

Typed or Printed Name: Mary K Jordan

My commission expires: 10/16/2023

MARY K. JORDAN
Notary Public, Maine
My Commission Expires October 16, 2023

EXHIBIT A

Deed Restrictions Pursuant to Maine Department of Environmental Protection Stormwater Management Law Findings of Fact and Order

The following covenants, conditions and restrictions ("Covenants and Restrictions") shall apply to the area designated as "phosphorus buffer" or "DEP stormwater buffer" areas (the "Restricted Buffer Area") on the Subdivision Plans.

The Covenants and Restrictions shall run with the Restricted Buffer Area and shall be binding on all parties having any right, title and interest in and to the Restricted Buffer Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Restricted Buffer Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Restricted Buffer Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Restricted Buffer Area subject to the Covenants and Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Covenants and Restrictions hereinafter set forth.

Unless the owner of the Restricted Buffer Area, or its successors or assigns, obtains the prior written approval of the Maine Department of Environmental Protection (MDEP), the Restricted Buffer Area shall remain undeveloped in perpetuity. To maintain the ability of the Restricted Buffer Area to filter and absorb stormwater and to maintain compliance with the terms of the Maine Department of Environmental Protection Stormwater Management Law Findings of Fact and Order (Project # L-25710-NI-A-N and Project # L-25710-TE-B-N) dated January 30, 2013 and recorded in Book 5987, Page 50 of the Hancock County Registry of Deeds, the use of the Restricted Buffer Area is hereinafter limited as follows:

1. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Restricted Buffer Area shown on the Subdivision Plans, nor may the topography of the area be altered or manipulated in any way;
2. Any removal of trees or other vegetation within the Restricted Buffer Area must be limited to the following:
 - a) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained. An "evenly distributed stand of trees" is defined as maintaining a minimum rating score of 24 points in any 25 foot by 50 foot square (2500 square feet) area, as determined by the following rating scheme:

Diameter	Points
2"-4"	1
4"-8"	2
8"-12"	4
>12"	8

Where existing trees and other vegetation result in a rating score less than 24 points, no trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown or damaged trees and for pruning of tree branches below a height of 12 feet provided two thirds of the tree's canopy is maintained;

b) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed. Removal of vegetation less than four (4) feet in height is limited to what is necessary to provide a six (6) foot winding path through the buffer. The path must remain stable without erosion.

c) If a Restricted Buffer Area encompasses the entire road frontage of the Lot, a single driveway entrance is permitted. The driveway is limited to a twenty-four (24) foot wide clearing for a twelve (12) foot maximum width driveway travel way. Non-travelled portions of the clearing must be stabilized with ground cover or vegetation;

3. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Restricted Buffer Area, except for a sign, utility pole or fence;

4. No motorized vehicles or mechanical equipment shall be permitted in the Restricted Buffer Area unless necessary for tree removal as allowed above and such work must only be done when an established snow cover exists that will prevent disturbance of the soil cover;

5. Any level lip spreader directing flow to the Restricted Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

6. Prior to the start of construction, the location of Restricted Buffer Area on the Lot must be permanently marked on the ground. **Exhibit A-1** attached hereto depicts the location of the Restricted Buffer Area on the lot hereby conveyed.

EXHIBIT A-1

Location of Restricted Buffer Area on Lot Conveyed

