

**WARRANTY DEED
(13-06806L)**

PETER CRUICKSHANK and NICOLE CRUICKSHANK, husband and wife, both with a mailing address of 38 Stone School Road, Sutton, Massachusetts 01590, for consideration paid, **GRANT** to **ERNEST L. EDGERLEY** and **ANNA B. EDGERLEY**, both of 28 Deerfield Drive, Brunswick, Maine 04011, as **joint tenants**, with **WARRANTY COVENANTS**, the land in Burlington, County of Penobscot, State of Maine.

PARCEL ONE: A certain lot or parcel of land, together with the buildings thereon, situate in Burlington, County of Penobscot, State of Maine, bounded and described as follows:

Beginning at a point of the back line of the camp lot to be described, this point is on a line with a point on the town line between Lincoln and Burlington where the town line enters Upper Cold Stream Pond and this last point is five hundred eighty two (582) feet west of the said town line from the northeast corner of Lot #19, Range #2, this line running southerly forms an interior angle with the town line of 78° 30' and is 254 feet in length. Now beginning at the point described above and with an interior angle of 132° 00' with the line last described run 62.4 feet to a point marked with a cedar stake painted red; thence North 70° 53' West 151.8 feet to a point on the shore of the lake marked with a + chiseled on a rock and painted red; thence North 18° 29' East one hundred forty eight and fifty two hundredths (148.52) feet to a cedar post painted red on the shore of the lake; thence South 70° 53' East one hundred seventy four (174) feet to a cedar post painted red; thence South 22° 00' West eighty seven and six tenths (87.6) feet to the point of beginning.

PARCEL TWO: The following described land in Burlington, Penobscot County, Maine:

The following described lot, which is adjacent to Parcel One described above:

A parcel contiguous to said land of Greenlaw described in Book 5238 Page 313, which is comprised of the lot depicted on the Road Plan (the amended Right of Way Plan recorded in Penobscot County Registry of Deeds Map File 2003-119) as "Lot Added 5/27/2003" and additional land described as follows:

Commencing at an iron pin at the most southerly corner of the "Lot Added 5/27/2003";

Thence continuing South 46° 11' West on an extension of said "Lot Added 5/27/2003", a distance of approximately ninety two (92) feet to an extension southeasterly of the generally westerly line of the aforesaid Greenlaw lot;

Thence northwesterly by and along said southerly extension of the generally westerly line of the Greenlaw lot, a distance of approximately eighty eight (88) feet to an iron pin found on the most southerly corner of the Greenlaw lot;

Thence easterly by and along the generally southerly line of the Greenlaw lot fifty (50) feet, more or less, to the aforesaid "Lot Added 5/27/2003";

Thence South 71° 31' East by and along the "Lot Added 5/27/2003", one hundred (100) feet, more or less, to an iron pin set at the point of beginning, which parcel is subject to the easements granted by Lakeville Shores, Inc., et al, to said Greenlaws dated June 21, 2005 and recorded in Book 9945 Page 33.

The premises are conveyed subject to:

- a. Any an all municipal, state or federal laws, regulations, and ordinances including, without limitation, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, and application for the transfer of any such permits, or approvals shall be the sole responsibility of the Grantee).
- b. Any and all encumbrances and easements of record and any governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions.
- c. Any condition which a physical examination or adequate survey of the premises might reveal;
- d. All outstanding governmental fees, assessments and charges.
- e. An easement give by G. Peirce Webber, et al. to New England Telephone and Telegraph Company dated January 28, 1986 and recorded in the Penobscot County Registry of Deeds in Book 3804 Page 143, and
- f. Rights of others (if any) in all Local Access Driveways (as defined in the Declaration) and all other rights and easements of record, which may affect the premises hereby conveyed including without limitation easement rights reserved in the deed of Lakeville Shores, Inc. and others to Richard Greenlaw and Jane Greenlaw dated June 21, 2005 and recorded in Book 9945 Page 33 of the Penobscot County Registry of Deeds.

The land is conveyed subject to and together with the benefit of the Upper Cold Stream Pond Declaration of Covenants, Conditions and Restrictions dated June 6, 2006, and recorded in Penobscot County Registry of Deeds Book 10529 Page 260 ("the Declaration"), which the Grantees herein by acceptance of this deed acknowledge and agree to comply with.

The covenants, conditions and restrictions set forth in the Declaration are permanent restrictions (subject to amendment as allowed therein) and shall be for the benefit of all Lots defined in the Declaration, and any other land which may in the future become subject to the Declaration. The Grantees agree to be bound by the Declaration and acknowledge that the remedy at law for violation of the terms of any of such covenants, conditions or restrictions may be inadequate. Grantees therefore agree, that the Grantors and Upper Cold Stream Pond Owners Association, and their successors and assigns shall have the right to enforce the terms of the Declaration by an appropriate equitable action

for injunction without waiver of any claims, demands, actions or judgments at law for damages.

Also conveyed herewith is a non-exclusive easement from Lakeville Shores, Inc., et als, to Richard Greenlaw and Jane Greenlaw dated June 21, 2005 and recorded in Book 9945 Page 33, Penobscot County Registry of Deeds.

Being the same premises as described in the deed from Richard C. Greenlaw and Jane E. Greenlaw to Peter Cruickshank and Nicole Cruickshank dated September 19, 2008 and recorded in Book 11543 Page 86, Penobscot County Registry of Deeds.

WITNESS our hands and seals this 13 day of September, 2013.

Signed, Sealed and Delivered
In the Presence of

Peter Cruickshank
Peter Cruickshank
Nicole Cruickshank
Nicole Cruickshank

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Worcester, ss

September 13th, 2013

Then personally appeared before me the above named Peter Cruickshank and Nicole Cruickshank and acknowledged the foregoing instrument to be their free act and deed.

John F. Byrnes Jr.
Notary Public

John F. Byrnes Jr.
(Print Name)

TITLE TO THE ABOVE PREMISES WAS NOT SEARCHED RELATIVE TO THE PREPARATION OF THIS DEED.

