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Recorded: Somerset County Feb 08,2017 01:21P
Deputy Register of Deeds Laura L Price

TRANSFER TAX PAID

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that we, **DAVID J. BRUNELLE and LORI LEE BRUNELLE**, of Chelsea, Kennebec County, Maine, for consideration paid, grant to **DEIDRE M. GILBERT and MARK A. GILBERT, II,** of Rockwood, Somerset County, Maine, with **WARRANTY COVENANTS, as JOINT TENANTS,** a certain lot or parcel of land, together with any buildings thereon, situated in the Town of Rockwood, County of Somerset, and State of Maine, bounded and described as follows:

See Schedule A attached hereto and incorporated herein by reference.

THIS conveyance is made subject to any and all easements, appurtenances and out-conveyances of record, insofar as the same may affect the subject premises.

WITNESS our hands and seals this 6 day of February, 2017.

Signed, Sealed and Delivered in the presence of:

Witness — David J. Brunelle

Witness — Lori Lee Brunelle

STATE OF MAINE
COUNTY OF Penobscot — February 6, 2017

Then personally appeared the above-named David J. Brunelle and Lori Lee Brunelle, and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public/Attorney at Law
Printed Name: _____
Commission Expires: _____

Amber L. Cobb
Notary Public, State of Maine
My Commission Expires April 26, 2021

SCHEDULE A

A certain lot or parcel of land, together with any buildings thereon, situated in Rockwood Strip T1 R1 NBKP in the County of Somerset, State of Maine and being further bounded, described and identified as follows:

Being Lot No. 4 as delineated on the Plan of Blue Ridge Woods Subdivision Rockwood Strip, T1 R1 NBKP, Maine as prepared for Rodney B. Folsom and Vanessa J. Folsom by Ames A/E Architects & Engineers, Bangor, Maine approved by the Maine Land Use Regulations Commission on January 9, 2008 under Subdivision Permit No. SP4074 and with such Plan being recorded in that Registry of Deeds in Plan File Book 2008, Page 7, containing one and Fifty-three Hundredths (1.53) acres, more or less (hereinafter "the Lot").

Use of the lot is subject to the terms and provisions of the Blue Ridge Woods Subdivision, Rockwood Strip, Somerset County, Maine, Declaration of Protective Covenants of the Developer Rodney B. Folsom, Sr. and Vanessa J. Folsom dated January 31, 2008 and recorded in the Somerset County Registry of Deeds in Book 3960, Page 200.

Excepting and reserving to Grantors the underlying fee ownership to the portion of Laura's Way which abuts the above described property, subject to the rights contained above.

Lot# 4 is part of a subdivision approved pursuant to Maine Land Use Regulation Commission Subdivision Permit SP 4074 which is recorded in the Somerset County Registry of Deeds. Use of this lot is subject to applicable conditions of that Subdivision Permit approval.

The above described parcel is conveyed subject to the following restrictions:

1. No building or other such construction may be undertaken on any lot without first obtaining an approved Building Permit from the Maine Land Use Regulation Commission.

2. All structures must be set back a minimum of 75 feet from the normal high water mark of any streams, 50 feet from all access roads and rights-of-way, and a minimum of 15 feet from all delineated wetlands and property boundary lines. In addition, all structures must be located within the boundaries of building envelopes, as designated on the subdivision plat authorized pursuant to Maine Land Use Regulation Commission Subdivision Permit SP 4074; and

3. No lot shall be further reconfigured without the written approval of the Maine Land Use Regulation Commission in accordance with M.R.S.A. §681 et seq. and applicable requirements of the Commission.

Also conveying to the Grantee, in his capacity as owner of the Lot, a nonexclusive appurtenant easement for the purpose of ingress and egress to and from Moose River over that portion of the remaining property of the Grantors more particularly described as follows (said easement referred to hereinafter as "the Access Easement"):

Beginning at a #5 rebar set and being N 82°39'46" E a distance of 133.18 feet from said #5 rebar found inscribed "364" near the northeast corner of land of Douglas; thence S 5°47'59" E a distance of 116.02 feet to a #5 rebar set; thence S 1°13'42" W a distance of 134.17 feet to a #5 rebar set on north sideline of Route #15 and being located N 81 °49'47" E a distance of 122.90 feet from said #5 rebar set at the southeast corner of land of Douglas; thence N 87° 1 8'47" E, along said north sideline of Route #15, a distance of 50.00 feet to a #5 rebar set; thence N 1°13'42" E a distance of 134.77 feet; thence N 5°47'59" W a distance of 137 feet, more or less, to said south shore of Moose River; thence westerly, along said shore of Moose River, to a point located N 5°47'59" W of the #5 rebar set at the point of beginning for this right of way; thence S 5°47'59" E to the point of beginning.

Also conveying to the Grantee, in his capacity as owner of the Lot, a nonexclusive appurtenant easement for the limited purpose of short term parking over that portion of the remaining property now or formerly of the Grantors more particularly described as follows (said easement referred to hereinafter as "the Parking Easement"):

Beginning at said #5 rebar set on the north sideline of Route #15 which replaces a #5 rebar found in 2007 inscribed "364" the southeast corner of land of Douglas; thence N 81°49'47" E, along said north sideline of Route #15, a distance of 122.90 feet to a said #5 rebar set on the west sideline of the above described right of way being reserved; thence N 1° 13 '42" E, along said right of way being reserved herein, a distance of 50.68 feet; thence S 81°49'47" W a distance of 127.89 feet to said land of Douglas; thence S 4°24'40" E, along said land of Douglas, a distance of 50.11 feet to the point of beginning.

1. The Access Easement and the Parking Easement are depicted on the Exhibit A attached to the deed from Rodney B. Folsom and Vanessa J. Folsom, dated May 17, 2013, recorded at the Somerset County Registry of Deeds in Book 4665, Page 344.

2. The Grantee acknowledges and agrees that any and all improvements on or related to the Access Easement and/or the Parking Easement are the sole property of the Grantors or assigns of the Grantors. The Grantee hereby acknowledges and agrees that Grantee has no right to install or construct any improvements on the Access Easement or the Parking Easement. Any and all use of the improvements of Grantors related to the Access Easement and/or the Parking Easement shall be at the sole written discretion of Grantors.

3. The Access Easement and the Parking Easement shall be considered appurtenant easements and shall be for the benefit the Lot and may not be sold, transferred or otherwise conveyed except in conjunction with sale or transfer of the Lot.

4. The Grantee acknowledges and agrees that the use of the Access Easement and the Parking Easement shall be at his sole risk and the Grantee hereby agrees, to the maximum extent possible, to release and hold harmless Grantors from any loss or damage suffered as a result of the use of the Access Easement and/or the Parking Easement.

5. The Grantors agree that the conveyance of any remaining lot in the above referenced subdivision shall include the same easements described herein.

6. These terms and conditions shall be binding on the heirs, successors and assigns of the Grantors and Grantee herein.

7. Any reference to Grantors above includes the Grantors, their heirs and assigns. Any reference to the Grantee above includes the Grantee, his heirs and assigns.

BEING the same premises conveyed in a deed from Rodney B. Folsom and Vanessa J. Folsom to David J. Brunelle and Lori Lee Brunelle, dated May 17, 2013, recorded at the Somerset County Registry of Deeds in Book 4665, Page 344.

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