QUITCLAIM DEED WITH COVENANT

MICHAEL C. LEVESQUE, of Hampden, Penobscot County, State of Maine, for consideration paid, grants to MARCUS C. RUSSELL, II and ERLENE N. RUSSELL, of Weston, Aroostook County, State of Maine, with Quitclaim Covenant, as joint tenants, the land, together with any buildings and improvements thereon, in Weston, Aroostook County, State of Maine, described on attached Schedule A.

The property conveyed herein shall be deemed merged with existing property of the Grantees as described in the deed from Jean B. Faulkner and Molly B. Fisher dated August 21, 1995 and recorded in Book 2822, Page 309 of the Aroostook County Registry of Deeds (Southern Division). No independent access is conveyed to the property described herein.

The Grantees' mailing address is 159 Dark Cove Road, Weston, Maine 04424.

WITNESS my hand and seal this 22nd day of November, 2011.

WITNESSES:

MICHAEL C. LEVESQUE

STATE OF MAINE
PENOBCOT, ss.

November 22, 2011

Then personally appeared the above-named Michael C. Levesque and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Name: CHRISTOPHER J. AUSTIN
Notary Public
ATLANTA

MAINE TRANSFER TAX PAID
SCHEDULE A

A certain lot or parcel of land located in the Town of Weston, County of Aroostook, State of Maine, more particularly bounded and described as follows:

Beginning at a point marking the northwesterly corner of land now owned by the Grantees as described in a deed recorded in the Aroostook County Southern Registry of Deeds, book 2822, page 309. Thence following the westerly side of Grantees' land 500'± to a rebar marking the corner of land transferred by Grantees to Larson by deed recorded in book 4877, page 304. Said point being a common boundary corner with land of Larson by deed from the Grantor as recorded in book 4968, page 115;

Thence westerly along land of Larson, by above referenced deed from Grantor, to the westerly side line of land of Grantor as described in Grantor's deed recorded in the Aroostook County Southern Registry of Deeds, book 4785, page 257;

Thence following the westerly side line of the Grantor to the point of intersection of the extension of the northerly side line of land of Grantees as described in above referenced Grantees' deed;

Thence easterly to the northwestern corner of land of Grantees and the point of beginning.

Meaning and intending to convey a portion of the premises described in the deed from Typhoon LLC to Grantor, dated December 28, 2009 and recorded in Book 4785, Page 257 of the Aroostook County Registry of Deeds (Southern Division).

The above described parcel is hereby conveyed subject to those notes and conditions set forth on a survey of Dark Cove Lease Lots, Weston, Maine, performed by Cook Land Services dated July 6, 1993 and recorded in the Aroostook County Registry of Deeds (Southern Division) at Plan Book 38, Pages 102A and 102B.

The above described parcel is conveyed subject to the terms and conditions described in the deed from Typhoon LLC to Grantor, dated December 28, 2009 and recorded in Book 4785, Page 257 of the Aroostook County Registry of Deeds (Southern Division). By acceptance of this deed, Grantees, on behalf of Grantees, Grantees' heirs and assigns, hereby agree to said terms and conditions as if they were recited herein.

By acceptance of this deed, Grantees covenant and agree, on behalf of Grantees, Grantees' heirs, successors and assigns, that the lot conveyed herein shall be deemed merged with and a part of the adjoining lot of Grantees acquired by deed from Jean B. Faulkner and Molly B. Fisher dated August 21, 1995 and recorded in Book 2822, Page 309 of the Aroostook County Registry of Deeds (Southern Division). As further consideration for this deed, Grantees covenant that Grantees shall not divide, lease, sell or offer to divide, lease or sell any portion of the resulting lot (being comprised of the property conveyed herein and the adjoining lot of Grantees) less than the whole within five (5) years from the date of recording of this deed, provided, however, that, Grantees may convey all or any portion of the resulting lot within five years from the date hereof.
provided that any such conveyance does not constitute a division of the Grantor’s retained land and further provided that any such conveyance shall not be deemed to create a lot from the Grantor’s retained land within the meaning of any applicable subdivision laws, rules and regulations. The foregoing covenants shall run with the land and be binding upon Grantees and Grantees’ heirs, successors and assigns.

Nothing herein shall be deemed or construed as creating or extinguishing any existing easement rights of the Grantor or Grantees. To the extent necessary to effectuate said intent, any and all easement rights currently held by Grantor or by Grantees, including rights over the existing road used as access, are hereby specifically reserved subject to any existing terms and conditions.