

COVENANT COPY

Joint Tenants., (the "Property") more particularly described on **Exhibit A-1** attached hereto and depicted on **Exhibit B** hereto.

ALSO CONVEYING, in common with the Cassidy Timberlands, LLC and others, the following:

- a) The rights of way for access, ingress and egress, located in Long A Township, Penobscot County, Maine, granted by the Easement Deed and Agreement among Katahdin Forest Management, LLC, Cassidy Timberlands, LLC and others recorded June 9, 2010 in Book 12153, Page 283 of the Penobscot County Registry of Deeds, as depicted on Exhibit B-6 of said deed, subject to the terms and conditions thereof.
- b) A perpetual non-exclusive appurtenant right-of-way (the "Right-of-Way"), subject to the terms, conditions and restrictions set forth in **Exhibit C** hereto, in common with the Cassidy Timberlands, LLC. and others, for ingress and egress, over a thirty-three (33) foot wide strip over Cassidy Timberlands, LLC's remaining land, centered on the existing roads shown, for general locational purposes only, on **Exhibit B-1**, beginning at the easterly line of Township B Range 10 W.E.L.S., Piscataquis County, Maine, and extending through Township A Range 10 W.E.L.S., Piscataquis County, Maine, to the Boat Launch Easement located on Middle Jo-Mary Lake.
- c) A perpetual non-exclusive appurtenant easement to access the Property (the "Boat Launch Easement"), subject to the terms, conditions and restrictions set forth in **Exhibit C-1**, for ingress and egress by foot, boat and motor vehicle, and to park vehicles and to store boats, over the existing landing on Middle Jo-Mary Lake in Township A Range 10 W.E.L.S., Piscataquis County, Maine, which landing is located approximately at coordinate North 5,054,348.5; East 503,170.5, referenced to Universal Transverse Mercator (UTM) Coordinate System of 1983, Zone 19.

All other rights, easements, and appurtenances not specifically conveyed herein are hereby reserved and excluded from this conveyance. No rights for the benefit of the Property hereby conveyed shall be created or implied as to any roads depicted on plans of the Cassidy Timberlands, LLC's land, except as expressly conveyed above.

The Property is conveyed **SUBJECT TO** the Permitted Encumbrances set forth in **Exhibit D** attached hereto.

This conveyance is subject to the following conditions for the Benefit of Cassidy Timberlands, LLC's retained land in said Township: (a) the Property shall not be further divided for a period of five (5) years from the date of this conveyance, and (b) the Property may be divided in the future into no more than three (3) parcels with appurtenant access rights of way (the "Permitted Divisions"). All transfers of any part of the Property shall be subject to the foregoing condition (b). No more than three (3) parcels in the aggregate may be created from divisions of the Property. Any instrument of transfer or conveyance of all or any portion of the Property shall expressly provide that it is subject to the foregoing condition (b) and that the transferee agrees to be bound by the terms thereof. These conditions shall (i) be a real covenants running with the land and binding upon the Grantee, its successors and assigns, for the benefit of the Cassidy Timberlands, LLC, its successors and assigns; and (ii) be enforceable by Cassidy Timberlands, LLC, its successors and assigns, at the expense of the person violating the condition. Any and all costs or attorneys' fees associated with the enforcement of the condition shall be borne by the party violating the same. If any provision of these conditions are found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.

The Property is a leased lot which has been in existence for more than twenty years prior to the date of this deed. Reference is made to the Land Use Districts and Standards of the Maine Land Use Planning Commission (01-672 C.M.R. ch. 10, § 10.25(Q)(1)(g)(8)).

NOT
AN
IN WITNESS WHEREOF, the Grantor has caused this deed to be signed and sealed this 24
day of June, 2020.
OFFICIAL
COPY

NOT
AN
OFFICIAL
COPY

WITNESS:
NOT
AN
OFFICIAL
COPY
Devon Emery
Devon Emery

NOT
AN
OFFICIAL
COPY
By: GREGORY PELLEGRINI

STATE OF Massachusetts
Norfolk COUNTY

June 24, 2020

Then personally appeared the above-named GREGORY PELLEGRINI, , and acknowledged the foregoing instrument to be his free act and deed.

Before me,



DEVON EMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 20, 2024

Devon Emery
Notary Public
Print or type name as signed

N O T **EXHIBIT A-1** N O T
 A N **Deed to Hilmar P. Utecht, II and Kathryn P. Wood.** A N

O F F I C I A L **Real Property Description** O F F I C I A L
 C O P Y C O P Y

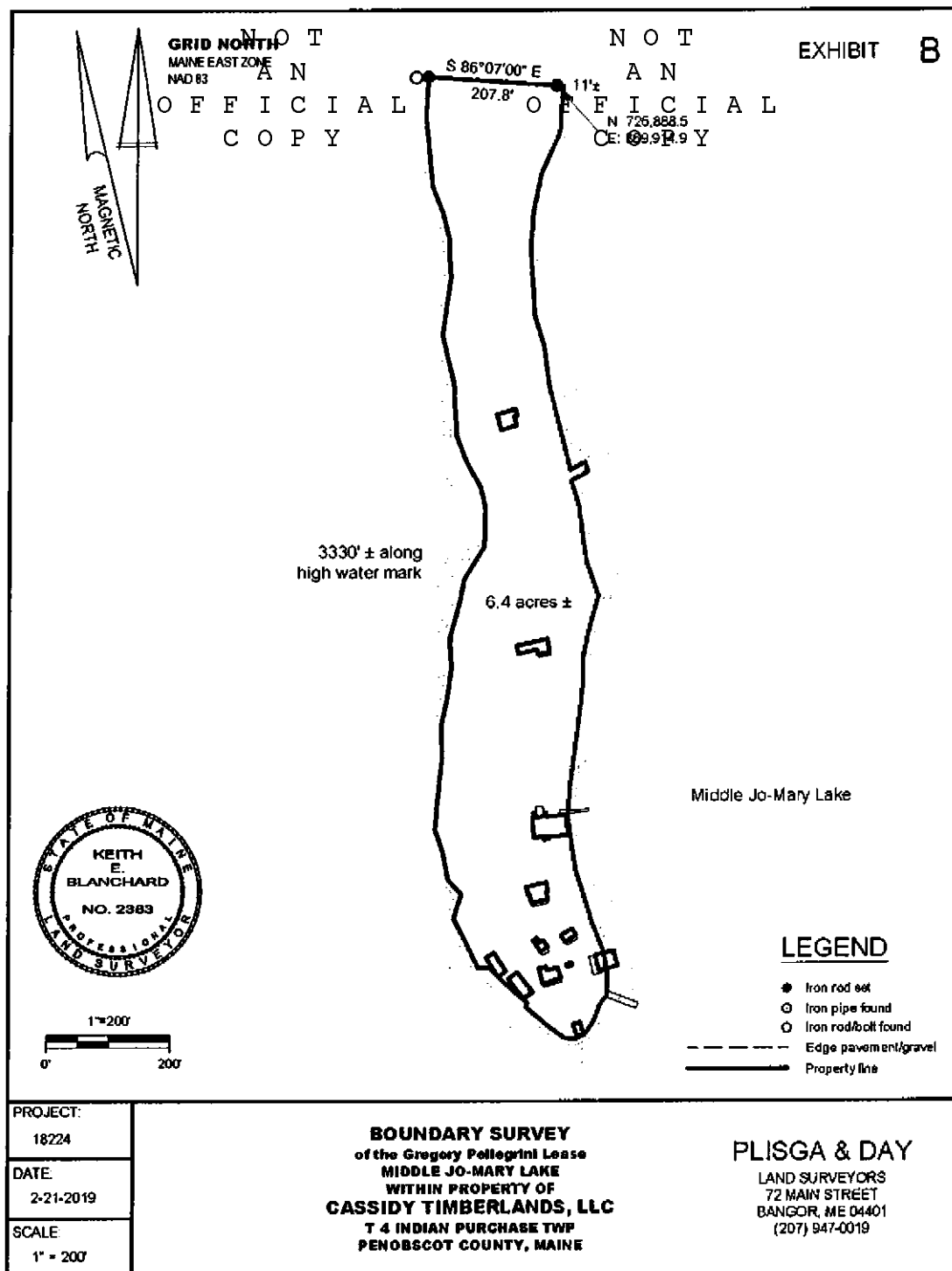
A certain lot or parcel of land with buildings and improvement located thereon situated on Middle Jo-Mary Lake in T4 Indian Purchase, County of Penobscot, State of Maine, and being more particularly described as follows:

A N A N

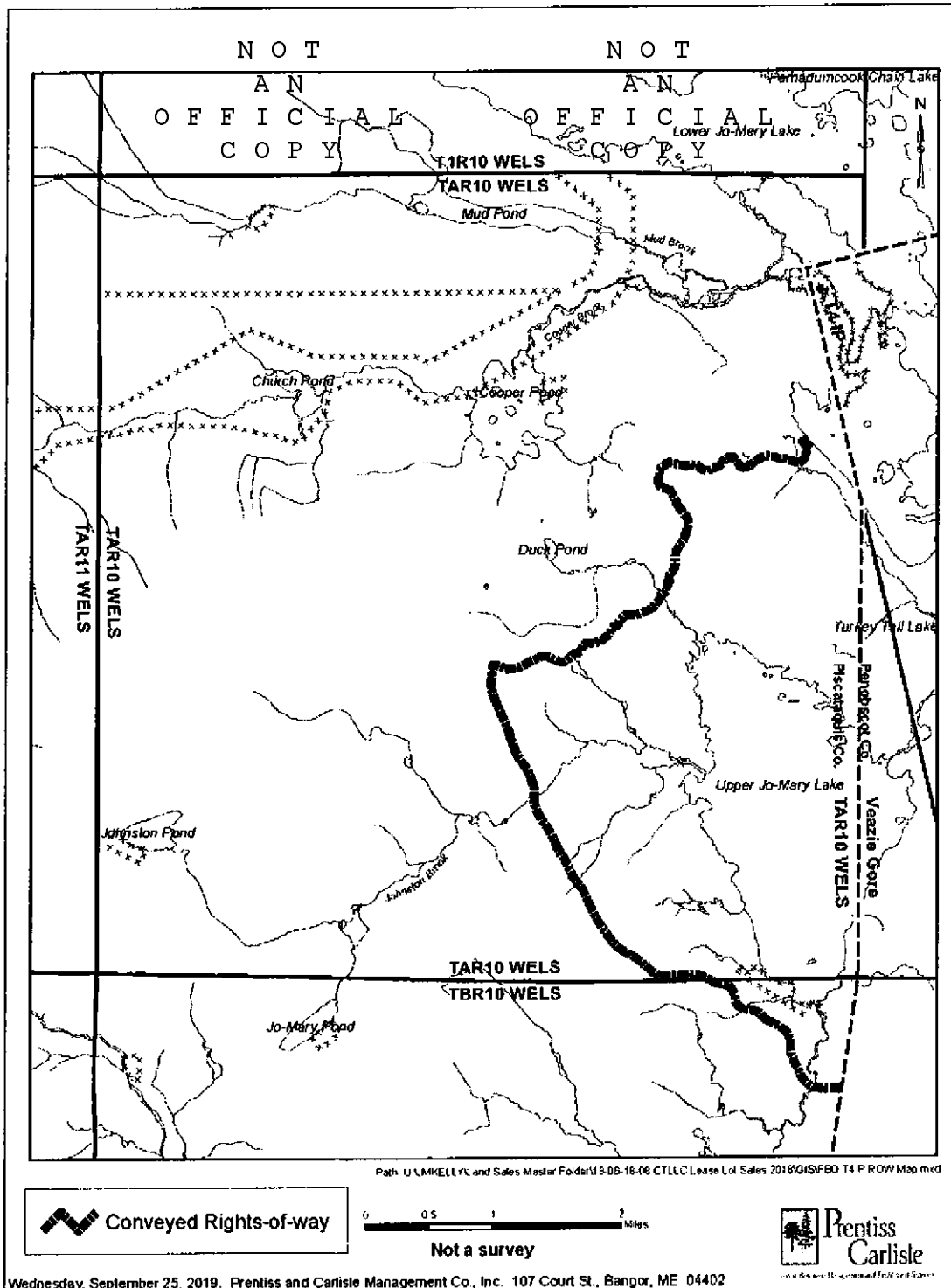
Beginning at an iron rod set in the following coordinates: N: 1726,888.8 feet and E: 869,914.9 feet, said coordinates are referenced to the Maine State Coordinate System (East Zone 1801), said coordinate system is based in the North American Datum of 1983 (NAD 83);
 Thence S 86° 07' 00" E, a distance of 11 feet more or less to Middle Jo-Mary Lake;
 Thence southerly, westerly and northerly by and along said Middle Jo-Mary Lake, a distance of . 3330 feet more or less to an iron rod set;
 Thence S 86° 07' 00" E, a distance of 207.8 feet to the point of beginning;
 The above described lot contains 6.4 acres.
 Bearings are oriented to Grid North of the Maine State Coordinate System (East Zone 1801), said coordinate system is based on the North American Datum of 1983 (NAD 83).
 All iron rods set referenced herein are capped ¾" rebar stamped "Plisga & Day P.L.S. 2383".

For Grantor's source of title see Deed from Cassidy Timberlands, LLC. to Gregory Pellegrini recorded in the Penobscot County Registry of Deeds herewith:

NOT EXHIBIT B NOT
 Deed to Hilmar P. Utecht, II and Kathryn P. Wood.
 OFFICIAL Depiction of Premises OFFICIAL
 COPY COPY



NOT EXHIBIT B-1 NOT
Deed to Hilmar P. Utecht, II and Kathryn P. Wood.
OFFICIAL OFFICIAL
Map of Granted Right-of-Way
COPY COPY



N O T E X H I B I T N O T
 A N D E E D A N
 to Hilmar P. Utecht, II and Kathryn P. Wood.

O F F I C I A L T E R M S O F R I G H T - O F - W A Y
 C O P Y C O P Y

The above-described Right-of-Way is conveyed, as applicable, with the benefit of and subject to the rights, terms and conditions set forth below, which shall, as applicable, be binding on, and inure to the benefit of the Cassidy Timberlands, LLC and Grantee(s), and their respective successors and assigns.

1. The Right-of-Way shall be thirty-three (33') feet in width, regardless of the width as shown on Exhibit B, and shall be centered on the centerline of the travelled way of the burdened roads as they exist as of the date of this deed. C O P Y
2. The Grantee(s) shall have the right to use the Right-of-Way for passage on foot and by vehicle (excluding utility services) in connection with the use of the land conveyed herein provided, however, that the Right-of-Way shall benefit only the land hereby conveyed.
3. The rights of Grantee(s) to take motor vehicles on the Right-of-Way is contingent upon any such vehicles being currently insured (in at least the amounts required under the laws of the State of Maine), and currently registered and inspected and otherwise qualified in compliance with all applicable laws for travel upon State of Maine public highways; such rights are further contingent upon any and all drivers holding a current, valid driver's license and operating within any restrictions applicable to said license.
4. Grantee(s) shall have the right, at the expense of the Grantee(s) to maintain, improve and/or repair the travel ways of the Right-of-Way, provided, however, that Grantee(s) shall not widen or relocate the Right-of-Way or any portion thereof. Grantee(s) shall not be obligated to maintain and repair the travel ways of the Right-of-Way except to the extent that the Grantee(s)' use of the Right-of-Way results in damage thereto (except for normal wear and tear). Grantee(s) shall be solely responsible for the costs of repairing any such damage. Grantee(s) may excavate, clear and trim trees, shrubs and other growth as necessary to accomplish any work related to the Right-of-Way, provided, however, that Cassidy Timberlands, LLC shall retain title to all merchantable timber and forest products within the Right-of-Way and Grantee(s) will not remove merchantable timber or other forest products severed from the Right-of-Way without the prior written consent Cassidy Timberlands, LLC or its land manager (currently Prentiss & Carlisle Management Co., Inc.).
5. Grantee(s)' use of the Right-of-Way (including, but not limited to, Grantee(s)' exercise of the right to maintain and/or repair the Right-of-Way) shall be at the sole risk of Grantee(s). Grantee(s) agree to indemnify and hold harmless and defend Cassidy Timberlands, LLC, its partners, members, officers, contractors, employees, successors and assigns from any claims, actions, judgments, costs and expenses, including without limitation reasonable attorneys' fees and court costs (including reasonable attorneys' fees and court costs incurred by Cassidy Timberlands, LLC in enforcing this indemnity) arising from or in connection with (i) the use of the Right-of-Way by Grantee(s), Grantee(s) employees, agents, contractors, and invitees, and their respective heirs, successors and assigns; (ii) the conduct or management of any work, or any act or omission done in, near or on the Right-of-Way by or under the direction or at the request of Grantee; or (iii) any breach or default on the part of the Grantees in the performance of any of the Grantees' obligations on the part of Grantees to be performed pursuant to the Terms and Conditions of this deed; except to the extent directly caused by the gross negligence or willful misconduct of any indemnitee.

6. Grantee(s)' use of the Right-of-Way shall at all times be conducted so as not to unreasonably interfere with Cassidy Timberlands, LLC's use of the land burdened by the Right-of-Way, nor materially interfere with the conduct of operations and management of the land of Cassidy Timberlands, LLC, including but not limited to the harvesting and removal of forest products therefrom.
7. Grantee(s) agree(s) that Grantee(s)' use of the Right-of-Way shall be subject to Cassidy Timberlands, LLC's reasonable road use rules and regulations, including without limitation, speed limits, weight limits, fire protection, road conditions and/or seasonal and temporary road closures resulting from mud season, periods of other bad weather or other circumstances not in Cassidy Timberlands, LLC's control, safety and use by other parties, and limitations or prohibitions on certain types of vehicles such as all-terrain vehicles (ATVs) or snowmobiles. Cassidy Timberlands, LLC shall make reasonable efforts to provide notice to Grantee(s) of its rules and regulations and of any seasonal or temporary road closures.
8. Cassidy Timberlands, LLC shall have the right, but not the obligation, to maintain, repair and/or improve the Right-of-Way. Nothing herein shall restrict Cassidy Timberlands, LLC's right to improve or relocate the Right-of-Way or portions thereof, so long as equivalently convenient access is provided, in which event the Right-of-Way granted herein shall terminate as to the replaced section of the Right-of-Way, and shall be deemed to be relocated accordingly.
9. Grantee(s) covenants that Grantee(s) shall comply with all statutes, and governmental rules and regulations, including, but not limited to, fire laws and land use regulations, and shall obtain all permits, licenses and approvals that may be required by the governmental agencies prior to using the Right-of-Way.
10. The hereinabove set forth Grantee(s)' covenants and agreements shall: (i) be real covenants running with the land and binding upon the Grantee(s), their heirs and assigns, and the Grantee(s)' benefitted property; (ii) be for the benefit of the Cassidy Timberlands, LLC, its successors and assigns, and the Cassidy Timberlands, LLC's burdened property; and (iii) be enforceable by Cassidy Timberlands, LLC, its successors and assigns, at the expense of the person violating the condition, limitation or restriction, and any and all costs or attorneys' fees associated with the enforcement of the covenants and agreements shall be borne by the party violating same.
11. By its acceptance of this deed, the Grantee shall be deemed to covenant for itself, its successors and assigns, to perform all of Grantee's covenants and agreements hereunder.

C O P Y C O P Y

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1. The Boat Launch Easement shall be over and upon that portion of Cassidy Timberlands, LLC's property located approximately at the coordinates given above that is, as of the date of this deed, currently maintained as a landing, and shall not be widened, relocated or further developed.
2. Grantee's use of the Boat Launch Easement shall be in connection with the commercial, and residential use of the Property as a Commercial Sporting Camp operation and a family residential compound, and shall benefit only the land hereby conveyed.
3. The granted Boat Launch Easement includes the right, at the expense of the Grantee, in compliance with applicable laws, to cut and remove vegetation on the Boat Launch Easement, and to alter the surface as necessary for the purpose of maintaining a gravel parking area. The scope of any vegetation removal and maintenance of a parking area is limited to what is necessary to allow the convenient exercise of the Boat Launch Easement. Wherever possible, taking into account topography and other features, the improvements will be located so as to avoid cutting healthy trees exceeding 6" DBH. Cassidy Timberlands, LLC shall retain title to all merchantable timber and forest products within the Boat Launch Easement and Grantee shall not remove merchantable timber or other forest products severed from the Boat Launch Easement without prior written consent of Cassidy Timberlands, LLC, or its land manager (currently Prentiss & Carlisle Management Co., Inc.).
4. Cassidy Timberlands, LLC shall have the right, but not the obligation, to maintain, repair and/or improve the Boat Launch Easement. Nothing herein shall restrict Cassidy Timberlands, LLC's right to improve or relocate the Boat Launch Easement, so long as equivalently convenient access is provided, in which event the Boat Launch Easement granted herein shall be deemed to be relocated accordingly.
5. Grantee shall have the right to park a maximum of eight (8) vehicles in the parking area located near the boat launch easement. No other equipment, gear, or other personal property may be located overnight within the easement area by the Grantee without permission of Cassidy Timberlands, LLC, except as provided herein. Nothing herein, however, shall be construed to granting additional rights or increasing the maximum number of vehicles or boats permitted in the easement in the event the Property is subdivided in the future.
6. Grantee shall have the right to store a maximum of three (3) boats or canoes, up to twenty (20) feet in length, overturned when not in use, in the Boat Launch Easement.
7. Cassidy Timberlands, LLC expressly grants the Grantee the right to temporarily store firewood, to the upper North side of the landing way, prior to transport to the Property, in a manner that does not impede travel, use, the parking area or the parking of any vehicles, or the operation of Cassidy Timberlands, LLC's surrounding property as commercial timberland.
8. No fires may be maintained within the Boat Launch Easement.
9. No overnight activities shall be allowed within the Boat Launch Easement.

10. Grantee's use of the Boat Launch Easement shall at all times be conducted so as not to unreasonably interfere with Cassidy Timberlands, LLC's use of the land burdened by the Boat Launch Easement, nor materially interfere with the conduct of operations and management of the land of Cassidy Timberlands, LLC, including but not limited to the harvesting and removal of forest products therefrom.
11. Grantee's use of the Boat Launch Easement (including, but not limited to, Grantee's exercise of the right to maintain a parking area and to park vehicles and store boats and/or canoes) shall be at the sole risk of Grantee. Grantee agrees to indemnify and hold harmless and defend Cassidy Timberlands, LLC, its partners, members, officers, contractors, employees, successors and assigns from any claims, actions, judgments, costs and expenses, including without limitation reasonable attorneys' fees and court costs (including reasonable attorneys' fees and court costs incurred by Cassidy Timberlands, LLC in enforcing this indemnity) arising from or in connection with (i) the use of the Boat Launch Easement by Grantee, Grantee's employees, agents, contractors, and invitees, and their respective heirs, successors and assigns; (ii) the conduct or management of any work, or any act or omission done in, near or on the Boat Launch Easement by or under the direction or at the request of Grantee; or (iii) any breach or default on the part of the Grantee in the performance of any of Grantee's obligations on the part of Grantee to be performed pursuant to the terms and conditions of this deed; except to the extent directly caused by the gross negligence or willful misconduct of any indemnitee.
12. Cassidy Timberlands, LLC shall not be responsible for any loss or damage to Grantee's personal property located on the Boat Launch Easement pursuant to the provisions hereof.
13. Grantee covenants that Grantee will comply with all statutes, and governmental rules and regulations, including, but not limited to, land use regulations, and shall obtain all permits, licenses and approvals that may be required by governmental agencies prior to using the Boat Launch Easement.
14. The hereinabove set forth terms and conditions shall: (i) be real covenants running with the land and binding upon the Grantee, its successors and assigns, and the Property; (ii) be for the benefit of the Cassidy Timberlands, LLC, its successors and assigns, and the Cassidy Timberlands, LLC's burdened property; and (iii) be enforceable by Cassidy Timberlands, LLC, its successors and assigns, at the expense of the person violating the condition, limitation or restriction, and any and all costs or attorneys' fees associated with the enforcement of the covenants and agreements shall be borne by the party violating the same.
15. By its acceptance of this deed, the Grantee shall be deemed to covenant for itself, its successors and assigns, to perform all of Grantee's covenants and agreements hereunder.

N O T N O T
A N A N
EXHIBIT D
Deed to Hilmar P. Utecht, II and Kathryn P. Wood.
O F F I C I A L O F F I C I A L
C O P Y C O P Y
Permitted Encumbrances

1. Any and 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.
A N A N
2. Any condition which a physical examination or adequate survey of the premises might reveal.
O F F I C I A L O F F I C I A L
C O P Y C O P Y
3. All outstanding real estate taxes assessed against buildings and improvements on the premises.
4. Rights of others in and to the easements granted by this deed.