

WARRANTY DEED

PENOBSCOT NURSING HOME, a Maine Corporation, duly organized and existing under the laws of the State of Maine, having a mailing address of P.O. Box 15, Penobscot, Maine 04476, for consideration paid, GRANTS to JESSICA ANN GORDON, whose mailing address is 17 Bayview Avenue, Bucksport, Maine 04416, with WARRANTY COVENANTS, a certain lot or parcel of land, situated in Bucksport, County of Hancock, State of Maine, bounded and described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS THEREOF, the said Penobscot Nursing Home, has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Wendell H. Dennison, its President, duly authorized, this 19th day of September, 2003.

PENOBSCOT NURSING HOME

By: Wendell H. Dennison
WENDELL H. DENNISON
Its: President, duly authorized

STATE OF MAINE.
Penobscot, ss.

September 19, 2003

Then personally appeared the above named Wendell H. Dennison, President of Penobscot Nursing Home, and acknowledged the foregoing instrument to be his free act and deed and deed in his said capacity and the free act and deed of said Corporation.

Before me,

Hans S. Peterson
Hans S. Peterson
Attorney at Law

MAINE REAL ESTATE
TRANSFER TAX PAID

Exhibit A
Deed from
Penobscot Nursing Home
To
Jessica Ann Gordon

A certain lot or parcel of land situate in Bucksport, Hancock County, Maine, being more particularly described as follows:

Beginning at a 5/8 iron rod at the intersection of the southeasterly line of property now or formerly of Clara Stubbs described in a deed recorded in Book 760, Page 9 of the Hancock County Registry of Deeds, with the northwesterly line of Main Street, also known as the County Road, between Bucksport and Orland, also known as U.S. Route 1, said iron rod being thirty-three feet (33'), more or less from the centerline of the pavement of said road, and further located as S 32° 50' W, Two Hundred Eighty-Seven and Twenty Hundredths feet (287.20') from a 1/2" iron rod in the southeasterly corner of property of John Gordon described in Book 1641, Page 300 of the Hancock County Registry of Deeds, said point of beginning also being the Southwest corner of the parcel described in a deed from James E. Hutchins, Jr., Stewart E. Hutchins, Judith H. Gross and Ellen M. Hutchins to Penobscot Nursing Home, dated December 30, 1992, recorded in Book 2044, Page 243 of the Hancock County Registry of Deeds;

Thence in a generally northerly direction by and along the following properties approximately 2,400 feet (2,400') to the south east corner of land now or formerly of Phyllis Daniels described in Book 1400, Page 507 of the Hancock County Registry of Deeds;

- A. the land now or formerly of Stubbs;
- B. the land now or formerly of John Gordon;
- C. the land now or formerly of Russell & Cecilia Ames described in Book 1487, Page 106 of the Hancock County Registry of Deeds;
- D. the land now or formerly of Lois & Eugene Morton described in Book 1085, Page 580 of the Hancock County Registry of Deed;
- E. the land now or formerly of Kim and Steven Palmer described in Book 1561, Page 4 of the Hancock County Registry;
- F. the land now or formerly of Stephen and Belinda LaChance described in Book 1514, Page 231 of the Hancock County Registry of Deeds;
- G. the land now or formerly of Rudy and Judith York described in Book 1494, Page 360 of the Hancock County Registry of Deeds;
- H. the land now or formerly of Dana and Lynne MacEwen described in Book 1763, Page 421 of the Hancock County Registry of Deeds;
- I. the land now or formerly of Jeremy Powers and Susan Terril described in Book 2066, Page 280 of the Hancock County Registry of Deeds;
- J. the land now or formerly of Donna R. Ramsey described in Book 2911, Page 384 of the Hancock County Registry of Deeds; and

K. the land now or formerly of Phyllis M. Kee described in a deed recorded in Book 1400, Page 507 of the Hancock County Registry of Deeds.

Thence easterly, parallel to the sideline of Main Street a/k/a U.S. Route 1, through the land now or formerly of Penobscot Nursing Home approximately 280 feet to the westerly boundary of land now or formerly of Marion C. Harriman described in Book 1390, Page 554 of the Hancock County Registry of Deeds;

Thence southerly by and along the land now or formerly of Harriman approximately 2,400 feet (2,400') to the sideline of Main Street a/k/a U.S. Route 1, and the southeasterly corner of the premises conveyed by James E. Hutchins, Jr., Stewart E. Hutchins, Judith H. Gross and Ellen M. Hutchins to Penobscot Nursing Home, dated December 30, 1992, recorded in Book 2044, Page 243 of the Hancock County Registry of Deeds;

Thence westerly by and along the sideline of Main Street, a/k/a U.S. Route 1 approximately 280 feet to the point of beginning.

Being a portion of the land described in a deed from James E. Hutchins, Jr., Stewart E. Hutchins, Judith H. Gross and Ellen M. Hutchins to Penobscot Nursing Home, dated December 30, 1992, recorded in Book 2044, Page 243 of the Hancock County Registry of Deeds.

EXCEPTING AND RESERVING to the Grantor, an easement in common with the Grantee herein, for purposes of ingress and egress and also for utilities and data communication services, including the right to improve, grade and pave the easement area, for the benefit of Grantor's remaining land described in Book 2044, Page 243. Said easement being further described as follows:

A strip of land 20' in width, running along the easterly boundary line of the parcel herein conveyed, which runs the entire length of the easterly boundary of the conveyed parcel.

Grantee shall have the right to relocate the reserved easement to another portion of the property herein conveyed, provided substantially equivalent facilities are provided in the new easement area, by providing written notice to Grantor and recording an affidavit in the Hancock registry indicating the new location of the easement. If Grantor objects to the proposed relocation of the easement area, the matter will be resolved by arbitration as further provided below.

ALSO GRANTING to Grantee an easement more particularly described as follows:

A twenty (20) foot wide right of way, in common with the Grantor, for all purposes of ingress and egress (including, without limitation residential, and forestry purposes), and also for utilities and data communication services, including the right to improve, grade and pave the easement area., for the benefit

of the premises conveyed by Penobscot Nursing Home to Jessica Ann Gordon of substantially even date herewith, over and across a portion of the premises of Penobscot Nursing Home, in Bucksport, Hancock County, Maine described in deed of James E. Hutchins, Jr. et al to Penobscot Nursing Home dated December 30, 1992, recorded in Book 2044, Page 243 of the Hancock County Registry of Deeds. The right of way is located within the bounds of the following described Easement Strip:

Said easement to be located along the entire easterly sideline of that portion of the land described in Book 2044, Page 243 which has been retained by Grantor extending from the easterly boundary line of the retained parcel twenty (20) feet in a westerly direction.

ALSO GRANTING to the Grantee her heirs, successors and assigns, the option for two years following the date of this Deed to relocate the right of way described herein (in whole or in part) to another location on the property retained by the Grantor, provided that such relocation does not unreasonably interfere with Grantor's then current use of the retained property. This option may be exercised by providing written notice of Grantee's intent to relocate the easement area to Grantor, together with a copy of a plot plan showing the proposed relocated easement and a proposed easement deed. Within 30 days of receipt of said notice, Grantor shall either: (i) execute the proposed easement deed and return it to Grantee for recording, or (ii) provide written notice to Grantee of Grantor's objection to the proposed relocation and its reasons therefore. In the event of an objection to the proposed relocation, Grantor and Grantee shall have a period of 30 days from the date Grantee receives notice of Grantor's objection to attempt to reach an agreement regarding said relocation. In the event that Grantor and Grantee fail to reach an agreement within said thirty days, the dispute regarding the relocation of the easement may be referred to arbitration. The party desiring arbitration shall give notice requesting arbitration and appointing as an arbitrator an independent land use consultant, regularly engaged in activities related to the subject of arbitration in the area of the property. The other party shall within thirty (30) days appoint an arbitrator with similar qualifications. The two arbitrators so selected shall meet and attempt to resolve the matter in dispute by coming to agreement. If they fail to do so within thirty (30) days then they shall select a third arbitrator with similar qualifications. A decision of two of the three arbitrators shall be binding upon the parties. Each party shall pay its own attorney's fees in connection with the arbitration but the costs and fees of the arbitrators shall be shared equally by the parties. If either party shall fail to appoint an arbitrator within the time required, then application may be made to the appropriate Court in the State in which the property is located, who shall have authority to appoint the necessary arbitrator or arbitrators. Upon the recording of the deed for the relocated right of way, the right of way described in this easement deed, to the extent not incorporated in the relocated right of way, shall terminate.

The easements hereby granted shall include the rights to construct, repair, and maintain the roadway and appurtenant bridges, culverts, grades and ditches within the easement strip, and to clear and dispose of interfering trees and other growth from time to time. The party proposing any relocation or improvement of the easement area shall be responsible for the construction costs associated with such proposal.

The utility services easements hereby granted shall include, without limitation, the rights to construct, maintain, operate and upgrade from time to time for utility services, lines consisting of underground or overhanging wires with the necessary fixtures and supports, with the right to transmit electricity and intelligence over said lines and to clear and dispose of interfering branches and other growth from time to time, with permission to enter upon the said lands for the above purposes; further granting the power to assign to others, including Central Maine Power Company, its successors and assigns, in whole or in part, any or all of the granted utility services easements.

Grantor and Grantee acknowledge that it is their future intent to dedicate the easements described in this deed to the Town of Bucksport, together with such additional property as is necessary under the Town of Bucksport ordinances to qualify the access area as a public way. Grantor agrees that it will not, without the express written consent of Grantee, build upon the retained property in such a way that would limit the ability to create a public way over the easement parcel, and adjacent land pursuant to the current requirements of the Town of Bucksport (The Town of Bucksport's minimum road width requirement for a right of way is 50 ft). Grantor and Grantee agree that they will each convey and dedicate such land and easement rights as are necessary to the Town of Bucksport to create a public way at the request of the Town of Bucksport for no additional consideration or remuneration.

HANCOCK COUNTY

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