QUITCLAIM DEED WITH COVENANT

BENTLEY HOLDINGS, INC., a Maine corporation, with a mailing address of RR1, Box 995, Pond Road, Manchester, ME 04351 (the "Grantor"), for consideration paid, does hereby grant to REAL ESTATE HOLDINGS, LLC, a Maine limited liability company with a mailing address of P. O. Box 1334, Scarborough, ME 04070-1334 (the "Grantee"), WITH QUITCLAIM COVENANT, a certain lot or parcel of land situated in Scarborough, County of Cumberland and State of Maine, being more particularly described in Exhibit A attached hereto and incorporated herein.

The premises are conveyed subject to any easements and restrictions of record and together with all rights, easements and privileges pertaining thereto.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of this $\frac{29}{2}$ day of March, 2000.

SIGNED, SEALED AND DELIVERED in the Presence of

Witness

BENTLEY MOLDINGS, INC

By: Norman J. Rattey, Agent

STATE OF MAINE CUMBERLAND, ss.

Personally appeared the above named Norman J. Rattey, Agent of Bentley Holdings, Inc., this ____ day of March, 2000, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

Kubert B. Latte Type or Print Name

My commission expires:

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EXHIBIT A (LOT 30B)

A certain lot or parcel of land situated on the westerly side of Pleasant Hill Road, in the Town of Scarborough, County of Cumberland, State of Maine, being shown as Lot 30B on a plan of land entitled "Standard Boundary Survey of the Former Helena Jensen Parcel for Robert Ray", dated December 3, 1999, revised through February 22, 2000, prepared by Sebago Technics, Inc., and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 109 (the "Survey"); said lot or parcel of land being more particularly bounded and described as follows:

Beginning at a capped 5/8 inch iron rebar set on the westerly side of Pleasant Hill Road at the southeasterly corner of Lot 30A as shown on said Survey;

Thence southeasterly and turning more southerly on a curve to the right with a radius of 3,786.80 feet, central angle of 04°-32'-57", by and along said Pleasant Hill Road, an arc length of 300.66 feet to a 1½ inch iron pipe;

Thence N 69°-48′-34″ E, by and along said Pleasant Hill Road, a distance of 8.25 feet to a 6 inch square granite monument;

Thence S 20°-11'-26" E, by and along said Pleasant Hill Road, a distance of 467.04 feet to a capped 5/8 inch iron rebar set at the northeasterly corner of land now or formerly of the State of Maine by a deed recorded at the Cumberland County Registry of Deeds in Book 2981, Page 403;

Thence S 74°-24'-11" W, by and along said land of the State of Maine, a distance of 680.00 feet to a capped 5/8 inch iron rebar;

Thence continuing on the same course, by and along said land of the State of Maine, a distance of 285.7 feet, more or less, to the thread of the Nonesuch River as shown on said Survey;

Thence in a general northerly direction following the thread of the Nonesuch River, a distance of 710 feet, more or less, to a point at the southerly corner of Lot 30A as shown on said Survey;

Thence N 64°-22'-47" E, by and along Lot 30A, a distance of 354 feet, more or less, to a capped 5/8 inch iron rebar set on a bearing and distance of N 18°-49'-35" W, 652.08 feet from the last described capped 5/8 iron rebar set in northerly line of land of the State of Maine as shown on said Survey;

Thence continuing on the same course N 64°-22'-47" E, by and along Lot 30A, a distance of 645.00 feet to the point of beginning.

Meaning and intending to describe a parcel of land containing 14.3 acres, more or less, being shown as Lot 30B on the Survey.

RESERVING a non-exclusive 15 foot wide underground sewer easement running from the northerly corner of the parcel described herein along Pleasant Hill Road, southeasterly a distance of 270.66 feet for the benefit of Lot 30A as shown on said plan and bounded and described as follows:

A certain easement situated on the westerly side of Pleasant Hill Road in the Town of Scarborough, County of Cumberland, State of Maine, being depicted as a 15 foot sewer easement to benefit Lot 30A as shown on the Survey; said easement being more particularly bounded and described as follows:

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Beginning at a capped 5/8 inch iron rebar set at the southeasterly corner of Lot 30A as shown on said Survey, on the westerly side of Pleasant Hill Road being the northeasterly corner of the easement herein described;

Thence southeasterly and turning more southerly on a curve to the right with a radius of 3,786.80 feet, a central angle of 04°-32'-57", by and along said Pleasant Hill Road, an arc length of 270.66 feet to a point at the northeasterly corner of a 15 x 30 foot sewer easement to be granted to the Town of Scarborough Sanitary District as shown on said Survey;

Thence S 69°-48'-34" W, by and along said 15 x 30 foot sewer easement, passing through land now or formerly of Bentley Holdings, Inc. by a deed dated June 10, 1999 and recorded in Book 14819, Page 301, a distance of 15.00 feet to a point;

Thence northwesterly and turning more westerly on a curve to the left with a radius of 3,771.80 feet, a central angle of 04°-05'-24", passing through land of Bentley Holdings, Inc., an arc length of 269.25 feet to a point in the southerly line of Lot 30A as shown on said Survey;

Thence N 64°-22'-47" E, by and along Lot 30A, a distance of 15.00 feet to the point of beginning.

Meaning and intending to describe a certain sewer easement containing 4,049 square feet, more or less, being depicted as a 15 foot sewer easement to benefit Lot 30A as shown on the Survey.

The following terms and conditions shall govern the use of the foregoing sewer easement reserved by Grantor herein:

Grantor, its successors and assigns, shall (1) give reasonable advance notice to the Grantee, its successors and assigns, prior to each entry onto the easement area, (2) exercise the rights granted hereunder in such a manner so as to cause a minimum of inconvenience to any businesses being conducted upon the real estate owned by the Grantee, (3) restore the surface of the easement area and surrounding land to substantially the condition which existed thereon just prior to such entry, and (4) during any period of construction, maintenance or replacement of the sewer force main, require any contractor conducting such work to provide Grantee, its successors and assigns, at its or their request, with a certificate of insurance evidencing liability insurance coverage in reasonable amounts.

Said sewer easement shall also be subject to the following rights on the part of Grantee, its successors and assigns:

- (1) The right to install, maintain and repair other utility lines, pipes, mains and conduits within said easement area provided only that the installation, maintenance and repair of said other utility lines, pipes, mains and conduits does not unreasonably interfere with the installation, maintenance, use and repair of the pipes, conduits, pipelines and mains of Grantor;
- (2) The right to use the surface of said easement area for any and all uses and purposes which are not inconsistent with the easement granted herein, including, without limitation, the right to grade, pave and stripe the surface of said easement area and to use the same for pedestrian and vehicular traffic and parking, providing that no paving shall take place until after July 1, 2000; and
- (3) The right to connect ancillary pipes, mains and conduits to the sanitary sewer force main and/or any replacement thereof in order to serve any building which may be located from time to time upon the adjoining land of the Grantee or its successors or assigns, provided that Grantee shall perform said connection in such a way as to minimize any disruption to Grantor's operation of said sewer force main.

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During any period of construction, maintenance or replacement of any connection by Grantee to the sewer force main, Grantee, its successors and assigns, shall require any contractor conducting such work to provide Grantor, its successors and assigns, at its or their request, with a certificate of insurance evidencing liability insurance coverage in reasonable amounts.

Grantor agrees for itself, and its successors and assigns, to indemnify Grantee, its successors and assigns, and hold it and them harmless from and against any and all losses, liabilities, damages, injuries, expenses (including reasonable attorneys' fees), claims, suits or proceedings incurred or suffered in consequence of either bodily injury to any person (including death) or damage to any property arising out of the exercise by Grantor, its successors and assigns, of the rights reserved in connection with this easement.

Grantee agrees for itself, and its successors and assigns, to indemnify Grantor, its successors and assigns, and hold it and them harmless from and against any and all losses, liabilities, damages, injuries, expenses (including reasonable attorneys' fees), claims, suits or proceedings incurred or suffered in consequence of either bodily injury to any person (including death) or damage to any property arising out of the exercise by Grantee, its successors and assigns, of the Grantee's rights retained in connection with this easement.

SUBJECT TO a 15 foot wide sewer easement 30 feet in length running southeasterly from the southerly end of the first described sewer easement along Pleasant Hill Road to be conveyed to the Scarborough Sanitary District, bounded and described as follows:

A certain easement situated on the westerly side of Pleasant Hill Road in the Town of Scarborough, County of Cumberland, State of Maine, being depicted as a 15×30 foot sewer easement to be granted to the Scarborough Sanitary District as shown on a plan of land titled "Standard Boundary Survey of the Former Helena Jensen Parcel" dated through February 22, 2000 by Sebago Technics, Inc. and recorded at the Cumberland County Registry of Deeds in Plan Book 200, Page 109; said easement being more particularly bounded and described as follows:

Beginning at a 1½ inch iron pipe found on the westerly side of Pleasant Hill Road at the southeasterly corner of the easement herein described;

Thence S 69°-48'-34" W, passing through land now or formerly of Bentley Holdings, Inc. by a deed dated June 18, 1999 and recorded in Book 14819, Page 301, a distance of 15.00 feet to a point;

Thence northwesterly and turning more westerly on a curve to the left with a radius of 3,771.80 feet, a central angle of 00°-27'-21", passing through land of Bentley Holdings, Inc., an arc length of 30.00 feet to a point;

Thence N 69°-48'-34" E, by and along a 15 foot sewer easement to benefit Lot 30 as shown on said plan, passing through land of Bentley Holdings, Inc., a distance of 15.00 feet to a point in the westerly line of said Pleasant Hill Road;

Thence southeasterly and turning more southerly on a curve to the right with a radius of 3,786.80 feet, a central angle of $00^{\circ}-27'-14''$, by and along said Pleasant Hill Road, an arc length of 30.00 feet to the point of beginning.

Meaning and intending to describe a certain easement containing 450 square feet, more or less, being depicted as a 15×30 sewer easement to be granted to the Scarborough Sanitary District as shown on a plan of land titled "Standard Boundary Survey of the Former Helena Jensen Parcel" dated through February 22, 2000 by Sebago Technics, Inc. and recorded at the Cumberland County Registry of Deeds in Plan Book 200, Page 109.

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Both of the above described sewer easements are described as shown on said plan of the Former Helena Jensen Parcel.

Being a portion of the premises described in a deed of Helena Jensen to Bentley Holdings, Inc. dated June 18, 1999 and recorded at the Cumberland County Registry of Deeds in Book 14819, Page 301. Reference is made to the plan and deed for easements of record that affect the property.

Bearings referenced herein are magnetic 1999.

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RECEIVED RECORDED REGISTRY OF DEED.

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4- CUMBERLAND COUNTY John B OBnien