

**DEED OF DISTRIBUTION  
BY PERSONAL REPRESENTATIVE  
(Testate Decedent)**

KNOW ALL PERSONS BY THESE PRESENTS

**JOHN S. BUNTON, JR.**, of Newfields, New Hampshire and **ROBERT C. BUNTON**, of Windham, in the County of Cumberland and State of Maine, duly appointed and acting Personal Representatives of **THE ESTATE OF JOHN S. BUNTON, a/k/a JOHN STEVENS BUNTON**, deceased, whose Will has been duly admitted to probate in the Probate Court for the County of Cumberland, State of Maine and bears Docket Number 2011-0708, by the powers conferred by law, and every other power in distribution of the estate, **GRANT to ROBERT C. BUNTON and REBECCA R. BUNTON** of Windham, Maine, with a mailing address of 38 Park Road, Windham, Maine 04062, a certain lot or parcel of land on the south side of Lyndon Avenue, on Peaks Island in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Commencing at an iron rod with a cap labeled "PLS 2063" found at the intersection of the easterly side of Highland Avenue and the southerly side of Lyndon Avenue;

Thence South 87° 12' 50" East along the southerly side of Lyndon Avenue a distance of 259.76' to an iron rod with a cap labeled "PLS 2063" at the true point of beginning of the herein described parcel;

Thence from the point of beginning South 87° 12' 50" East along the southerly side of Lyndon Avenue a distance of 290.92' to a 1.5" iron pipe at land now or formerly of the Audrey Van Dyk Revocable Trust as recorded in a deed recorded in Book 24301, Page 264 in the Cumberland County Registry of Deeds ("CCRD");

Thence South 03° 03' 21" West along land now or formerly of said Van Dyk Trust and by land now or formerly of French et al as described in a deed recorded in the CCRD Book 14179, Page 239 and by land now or formerly of the Estate of John S. Bunton, a distance of 140.00' to an iron rod with a cap labeled "PLS 2063";

Thence North 87° 12' 51" West continuing along land now or formerly of the Estate of John S. Bunton a distance of 290.26' to an iron rod with a cap labeled "PLS 2063";

Thence North 02° 47' 10" East continuing along land now or formerly of the Estate of John Stevens Bunton a distance of 140.00' to the point of beginning.

Said parcel contains 40,682.4 square feet.

MEANING AND INTENDING to describe and convey and hereby conveying a portion of those premises described in a deed from Charles L. Blackman to John S. Bunton and Gayle C. Bunton by deed dated September 10, 1959 and recorded in the CCRD, Book 2504, Page 12.

The said Gayle C. Bunton predeceased John S. Bunton, having died on January 8, 2001, leaving him as the surviving joint tenant. See York County Probate Docket #2001-0121. Note: The remaining portion of the parcel that came in to Bunton from Blackman is being conveyed by this Grantor by deed of substantially even date to abutter Rolfe E. French, in a deed to be recorded in the CCRD.

The above-described premises are designated as "Lot A" on a plan titled "Boundary Survey of Land on Lyndon Avenue, Peaks Island, Portland, Maine, made for the Estate of John Stevens Bunton" by Northeastern Land Surveying, dated November 4, 2011, revised through October 6, 2012 (the "Plan"), which is recorded in the CCRD in Plan Book 213, Page 27.

**THIS CONVEYANCE** shall be subject to the following Right of First Refusal for the benefit of the remaining children of the late John S. Bunton: John S. Bunton, Jr. of Newfields, New Hampshire, Catherine Bunton of North Yarmouth, Maine and William E. Bunton of Cumberland, Maine (the "Bunton Siblings"):

In the event the Grantees (or upon their death, their Personal Representative(s)) decide to sell the herein described property or a portion thereof, the below procedures shall be observed:

1. The Grantees or, if they are deceased, their Personal Representative(s), shall notify the then-living Bunton Siblings by certified mail, return receipt requested, if they receive and plan to accept a *bona fide*, written offer to purchase the above-described property, or a portion thereof, and such notice shall include a copy of such written purchase offer (the "Offer"), which shall be subject to the Grantees' obligations under this Right of First Refusal.

2. Each Bunton Sibling shall have thirty (30) days from the date of their receipt of such notice to exercise this Right of First Refusal by providing written notice to the Grantees of their intent to purchase the property on the same terms set forth in the Offer.

3. In the event more than one of the Bunton Siblings provides such written notice, it shall be up to those interested in purchasing the property to either agree to take title jointly or allow one of their number to purchase it solely. If they cannot reach agreement within thirty (30) days of the date of the last notice delivered to Grantees, it shall be as if no Bunton Sibling exercised this right of first refusal, and the Grantees shall be permitted to proceed according to the terms of paragraph 4, below.

4. In the event none of the Bunton Siblings exercise this right within the thirty (30) day time frame set forth above, or for any reason fail to complete the purchase, the Grantees may file a certificate to that effect in the Cumberland County Registry of Deeds, and this Right of First Refusal shall terminate and be of no further effect. Only then may the Grantees sell the property or a portion thereof to the purchaser named in the Offer, but they may not sell to any other individual or entity or at any lower price without again offering the same to the then-living Bunton Siblings in the manner set forth above.

5. This Right of First Refusal shall not apply to the following transactions:



- a) A gift of the property, or a portion thereof, to a person who is the Grantees' relative by blood, adoption or marriage, or to an entity controlled by the Grantees or one of their relatives by blood, adoption or marriage;
- b) A sale or other transfer for consideration of the property or a portion thereof, to one or more descendants of John S. Bunton or to an entity controlled by said descendent(s);
- c) Descent or devise of the property, or a portion thereof, on the death of the Grantees, or
- d) A mortgage to a commercial financial institution.

6. This Right of First Refusal shall terminate once the property is conveyed by the Grantees herein or their Personal Representatives, and shall not extend to future generations. This provision is intended to apply both to conveyances and to transfers exempt from this right of first refusal under paragraph 5, above.

**Any purported conveyance of the above-described property or a portion thereof in violation of the provisions set forth in the herein referenced Right of First Refusal shall be void.**

WITNESS the hands and seals of Robert C. Bunton, Personal Representatives of the Estate of John S. Bunton, this 23 day of February, 2013.

Signed, Sealed and Delivered  
in the presence of

\_\_\_\_\_

*John S. Bunton Jr PR*  
JOHN S. BUNTON, Jr.  
Personal Representative of the  
Estate of John S. Bunton

\_\_\_\_\_

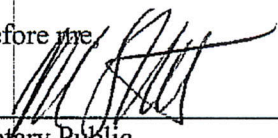
*Robert C. Bunton, PR*  
ROBERT C. BUNTON  
Personal Representative of the  
Estate of John S. Bunton

STATE OF MAINE  
CUMBERLAND, ss

Date: 2/23/2013

Then personally appeared the above named JOHN S. BUNTON, JR. and ROBERT C. BUNTON, acting in their capacity as Personal Representatives of the Estate of John S. Bunton, and acknowledged the foregoing instrument to be their free act and deed in said capacity.

Before me,

  
\_\_\_\_\_  
Notary Public

JENISON N. STEEL  
Notary Public, Maine

My Commission Expires January 16, 2015

Printed Name

Commission Expires:

SEAL

Received  
Recorded Register of Deeds  
Mar 05, 2013 02:37:10P  
Cumberland County  
Pamela E. Lovley

RECORDED  
MAR 05 2013 02:37:10P  
CUMBERLAND COUNTY