

**WARRANTY DEED**  
**(Maine Statutory Short Form)**

**BALLPARK DRIVE DEVELOPMENT, LLC**, a Maine limited liability company with a place of business in Portland, Maine and a mailing address of 67 Havertys Way, Portland, Maine 04103 (the "Grantor"), for consideration paid, grants to **THE VESTA CORPORATION**, a Maine corporation with a mailing address of P.O. Box 1464, Portland, Maine 04104 (the "Grantee"), with **WARRANTY COVENANTS**, a certain lot or parcel of land situated in the City of **Portland**, County of **Cumberland** and State of **Maine**, more particularly described as follows:

Lot 5 shown on a plan entitled "Plan of Division of Land, The Haverty Estate Property, Ballpark Drive Subdivision" by URS Corporation, Portland, Maine, dated November 22, 2004, recorded in the Cumberland County Registry of Deeds in Plan Book 204, Page 855 (the "Plan"), and on a related plan recorded with the Plan entitled "Residential Lot Subdivision Plat Ballpark Drive Subdivision" dated November 22, 2004, and recorded in said Registry of Deeds in Plan Book 204, Page 856 (the "Subdivision Plan") (the Plan and the Subdivision Plan being hereinafter collectively referred to as the "Project Plans").

Excepting the fee interest in Ballpark Drive shown on the Project Plans, which the Grantor has conveyed to the City of Portland by Warranty Deed recorded in the Cumberland County Registry of Deeds in Book 24372, Page 129, as a public street, but hereby conveying an easement in common with the Grantor, its successors and assigns, and other owners of lots in Ballpark Drive Subdivision, to use Ballpark Drive shown on the Project Plans for vehicular and pedestrian access to and from the above-described premises and for the installation, maintenance, repair and replacement of utilities over, under and through Ballpark Drive to serve the above-described premises including, but not limited to, power lines, sewer and water lines, telephone and other communication lines, and cable television lines. The Grantee, its successors and assigns, shall repair Ballpark Drive as nearly as practical following any activity therein pursuant to the exercise of said easement, which obligation shall be enforceable by all parties having rights in and to the use of Ballpark Drive. The use of Ballpark Drive by the Grantee, its successors and assigns, shall be further subject to all applicable municipal ordinances and regulations with respect thereto.

The above-described premises are conveyed subject to the following to the extent they affect the premises or other interests relating thereto and referred to herein:

1. Rights and easements acquired by the City of Portland by virtue of a Taking dated June 3, 1963 and recorded in said Registry of Deeds in Book 2764, Page 362;

2. Rights and easements excepted and reserved in a deed from Mary Margaret I. Haverty to the Grantor dated December 8, 2004 and recorded in said Registry of Deeds in Book 22100, Page 73;

3. General Notes, Setbacks, 75' Stream Buffer, Easements and other matters set forth, shown on, or referred to on the Project Plans, particular reference being made to the restrictions and limitations set forth or referred to on said Project Plans regarding activities within the 75' Stream Buffer along the southern edge of the intermittent brook running through Lots 1 through 9.

4. Easement Deed from Mary Margaret I. Haverty to the Portland Water District dated January 10, 2005 and recorded in said Registry of Deeds in Book 22228, Page 90;

5. Easement Deed for drainage and culvert easements from the Grantor to the City of Portland dated January 13, 2005 and recorded in said Registry of Deeds in Book 22268, Page 53;

6. Easement Deed for sewer line easement from the Grantor to the City of Portland dated January 13, 2005 and recorded in said Registry of Deeds in Book 22268, Page 57;

7. Declaration of Covenants and Restrictions by the Grantor regarding Lots 1 through 16 in Ballpark Drive Subdivision dated January 27, 2005 and recorded in said Registry of Deeds in Book 22278, Page 204, as amended by Amendment to Declaration of Covenants and Restrictions dated March 2, 2005 and recorded in said Registry of Deeds in Book 22380, Page 177;

8. Trail Easement over Lot 18 in Ballpark Drive Subdivision from the Grantor to Portland Trails dated January 24, 2005 and recorded in said Registry of Deeds in Book 22284, Page 63;

9. Standard Easement Deed from the Grantor to Central Maine Power Company and Verizon New England, Inc. dated December 27, 2004 and recorded in said Registry of Deeds in Book 22384, Page 105; and

10. Rights and easements, subject to all terms and conditions with respect thereto, and title to the granite right-of-way monuments for Ballpark Drive as shown on the Project Plans, conveyed by said Warranty Deed of Ballpark Drive from the Grantor to the City of Portland dated July 25, 2006 and recorded in said Registry of Deeds in Book 24372, Page 129.

The above-described premises are further conveyed together with the benefit of a Declaration of Covenants and Restrictions by the Grantor regarding Lot 18 in Ballpark Drive Subdivision dated January 13, 2005 and recorded in said Registry of Deeds in Book 22268, Page 59.

Reference is made to said deed from Mary Margaret I. Haverty to the Grantor dated December 8, 2004 and recorded in said Registry of Deeds in Book 22100, Page 73, for the Grantor's source of title to the above-described premises conveyed herein.

**IN WITNESS WHEREOF, BALLPARK DRIVE DEVELOPMENT, LLC** has caused this instrument to be executed by Mary Margaret I. Haverty, its Chief Executive Officer and Manager, thereunto duly authorized, as of the 18th day of September, 2013.

WITNESS:

**BALLPARK DRIVE DEVELOPMENT, LLC**

\_\_\_\_\_  
By: **Mary Margaret I. Haverty,**  
Its Chief Executive Officer and Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September 18, 2013

Then personally appeared the above-named Mary Margaret I. Haverty, Chief Executive Officer and Manager of Ballpark Drive Development, LLC, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said limited liability company.

Before me,

\_\_\_\_\_  
Attorney at Law/Notary Public

Printed Name: \_\_\_\_\_



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**RETTD**

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**MAINE REVENUE SERVICES  
REAL ESTATE TRANSFER TAX  
DECLARATION**

TITLE 36, M.R.S.A. SECTIONS 4641-4641N

**PLEASE TYPE OR PRINT CLEARLY**

1. COUNTY <b>CUMBERLAND</b>	<b>DO NOT USE RED INK!</b>
2. MUNICIPALITY/TOWNSHIP <b>PORTLAND</b>	

BOOK/PAGE---REGISTRY USE ONLY

3. GRANTEE/ PURCHASER	3a) Name (LAST, FIRST, MI) <b>THE VESTA CORPORATION</b>	3b) SSN or Federal ID <b>01-0321610</b>
	3c) Name (LAST, FIRST, MI)	3d) SSN or Federal ID
	3e) Mailing Address <b>P.O. BOX 1464</b>	
	3f) City <b>PORTLAND</b>	3g) State <b>ME</b>
		3h) Zip Code <b>04104</b>

4. GRANTOR/ SELLER	4a) Name (LAST, FIRST, MI) <b>BALLPARK DRIVE DEVELOPMENT, LLC</b>	4b) SSN or Federal ID
	4c) Name (LAST, FIRST, MI)	4d) SSN or Federal ID
	4e) Mailing Address <b>67 HAVERTY'S WAY</b>	
	4f) City <b>PORTLAND</b>	4g) State <b>ME</b>
		4h) Zip Code <b>04103</b>

5. PROPERTY	5a) Map <b>371</b> Block <b>A</b> Lot <b>35</b> Sub-Lot	Check any that apply: <input type="checkbox"/> No tax maps exist <input type="checkbox"/> Multiple parcels <input type="checkbox"/> Portion of parcel	5b) Type of property—Enter the code number that best describes the property being sold. (See instructions)
	5c) Physical Location <b>50 BALLPARK DRIVE</b>		5d) Acreage:

6. TRANSFER TAX	6a) Purchase Price (If the transfer is a gift, enter "0")	6a \$ <b>97000.00</b>
	6b) Fair Market Value (enter a value only if you entered "0" in 6a) or if 6a) was of nominal value)	6b \$ <b>.00</b>
	6c) Exemption claim -- <input type="checkbox"/> Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.	

7. DATE OF TRANSFER (MM-DD-YYYY) <b>09-18-2013</b>
MONTH DAY YEAR

8. WARNING TO BUYER—If the property is classified as Farmland, Open Space or Tree Growth, a Substantial financial penalty could be triggered by development, subdivision, partition or change in use. <input type="checkbox"/> CLASSIFIED
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9. SPECIAL CIRCUMSTANCES—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain: <input type="checkbox"/>
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10. INCOME TAX WITHHELD— Buyer(s) not required to withhold Maine Income tax because: <input checked="" type="checkbox"/> Seller has qualified as a Maine resident <input type="checkbox"/> A waiver has been received from the State Tax Assessor <input type="checkbox"/> Consideration for the property is less than \$50,000
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11. OATH	Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:	
	Grantee _____ Date _____	Grantor _____ Date _____
	Grantee _____ Date _____	Grantor _____ Date _____

12. PREPARER	Name of Preparer <b>Douglas Title Company</b>	Phone Number <b>207-846-3460</b>
	Mailing Address <b>PO Box 1062 Yarmouth, ME 04096</b>	E-Mail Address _____