

(SAMPLE) WARRANTY DEED

KNOW ALL BY THESE PRESENTS, that **RONALD J. DORLER, TRUSTEE OF THE MORNINGSTAR REAL ESTATE TRUST**, a trust under the laws of the State of Maine with a mailing address of 220 Riverside Industrial Parkway, Portland, Maine ("Grantor"), for consideration paid, GRANTS to <GRANTEE>, of <>, and having a mailing address of <> ("Grantee"), with WARRANTY COVENANTS, certain real estate located in the City of Portland, Cumberland County, Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof.

This conveyance is made SUBJECT, HOWEVER, to real estate taxes which are not yet due and payable, which, by acceptance hereof, Grantee assumes and agrees to pay.

This conveyance is also made SUBJECT to and with the benefit of the covenants, conditions, restrictions and easements, set forth in that certain General Declaration of Covenants, Restrictions and Easements dated July 7, 2008, and recorded in the Cumberland County Registry of Deeds in Book 26193, Page 1, as the same may be further amended and/or supplemented from time to time (the "Declaration").

This conveyance is also made SUBJECT to and with the benefit of the terms and conditions of the Bylaws of the Morningstar Lane Property Owners Association, so long as they shall be in effect, as the same may be amended from time to time.

This conveyance is also made SUBJECT to and with the benefit of such state of facts, notes and conditions as are shown on that certain plan attached hereto as Exhibit B and made a part hereof and on that certain amended plan entitled "Final Subdivision Plan: Morningstar Lane: Summit Street, Portland, Maine: Prepared for Morningstar Real Estate Trust: 9 Craigie Street, Portland, Maine 04102," prepared by Stantec Consulting Services, Inc., dated May, 2007, last revised _____, 2009 and recorded in the Cumberland County Registry of Deeds in Plan Book 209, Page 304 (the "Plan"), and any accompanying plans submitted to the City of Portland in connection with the approval for the Morningstar Lane Subdivision, as the same may be amended from time to time. Without limiting the foregoing, Grantor expressly reserves title to "Morningstar Lane" as shown on said Plan.

This conveyance is also made SUBJECT to any and all rights, restrictions and encumbrances of record.

IN WITNESS WHEREOF, Ronald J. Dorler has caused this instrument to be executed in his capacity as Trustee on this _____ day of _____, 2013.

WITNESS:

RONALD J. DORLER, TRUSTEE OF THE
MORNINGSTAR REAL ESTATE TRUST

Ronald J. Dorler, Trustee of the Morningstar Real
Estate Trust

State of Maine
Cumberland, ss:

_____, 2008

Then personally appeared the above-named Ronald J. Dorler, Trustee of The Morningstar Real Estate Trust, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Notary Public/Maine Attorney at Law
Printed Name: _____

Exhibit A

A certain lot or parcel of land, with any buildings thereon, situated on a proposed public way known as Morningstar Lane in the City of Portland, County of Cumberland and State of Maine, being Lot < ___ >, as shown on that certain amended plan entitled "Final Subdivision Plan: Morningstar Lane: Summit Street, Portland, Maine: Prepared for Morningstar Real Estate Trust: 9 Craigie Street, Portland, Maine 04102," prepared by Stantec Consulting Services Inc., dated May, 2007, last revised _____, 2009, and recorded in the Cumberland County Registry of Deeds in Plan Book 209, Page 304 (the "Plan").

EXCEPTING AND RESERVING to the Grantor herein, however, the fee interest in and to the road depicted on the Plan as Morningstar Lane, which it dedicates and offers and intends to convey to the City of Portland.

The above-described premises are conveyed subject to the rights, easements, covenants, conditions, restrictions and obligations set forth in the following instruments recorded in the Cumberland County Registry of Deeds:

1. For Lot 1: A Drainage Easement over Lots 1 and 2 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the Morningstar Lane Property Owners Association, dated _____, 200__ and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____; and a Drainage Easement from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to G. Steven and Amanda C. Rowe, dated July 7, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26193, Page 24.
2. For Lot 2: A Drainage Easement over Lots 1 and 2 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the Morningstar Lane Property Owners Association, dated _____, 200__ and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____; a Drainage Easement from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to G. Steven and Amanda C. Rowe, dated July 7, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26193, Page 24; and a Drainage Easement over Lots 2, 3 and 4 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the Morningstar Lane Property Owners Association, dated _____, 20__ and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____.
3. For Lot 3: A Drainage Easement over Lots 2, 3 and 4 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the Morningstar Lane Property Owners Association, dated _____, 200__ and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____.
4. For Lot 4: A Drainage Easement over Lots 2, 3 and 4 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the Morningstar Lane Property

Owners Association, dated _____, 200_ and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____.

5. For Lots 5 and 6: A Drainage Easement over Lots 5 and 6 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the Morningstar Lane Property Owners Association, dated _____, 200_ and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____; and a Sewer Easement over Lots 5 and 6 from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to the City of Portland, dated _____, 200_ and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____.
6. For Lots 7 and 8: A Drainage Easement over Lots 7 and 8 from Virginia D. Elliott, Trustee of The Morningstar Real Estate to the City of Portland, dated _____, 200_ and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____.
7. For Lot 10: An Easement Deed for a pedestrian easement from Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust to Portland Trails, dated July 7, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26193, Page 19.
8. For all Lots 1 through 10: A Stormwater Drainage System Maintenance Agreement between Virginia D. Elliott, Trustee of The Morningstar Real Estate Trust and the City of Portland; and an Easement and Easement Consent Agreement dated July 7, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26192, Page 307, by and among: Lawrence I. Wing and Carol A. Wing, Robert H. Laing and Julie P. Grant, the City of Portland, and the Declarant, to construct, install, use, operate, maintain, repair and replace a stormwater and drainage management system within the City of Portland's Drainage Easement located on the Wings and Laing and Grant parcels to benefit the Morningstar Lane Subdivision as shown on the Plan.

Exhibit B

For each Lot, this Exhibit will consist of a Plot plan for the Lot, drawn to scale. In addition:

- For Lots 5 through 10, that Plot plan shall specify the location of the stream buffer or wetland on that Lot, as required by DEP Tier 1 Approved Special Condition.
- For Lots 5 through 10, the Plot plan shall show the location of FENO markers placed on the Lot in accordance with Tree Save & Vegetation Protection Note 2 on the recording Plan.
- For Lots 1, 2, 3, and 4, the Plot plan will repeat recording Plan Tree Save/Protection Areas Note 1 regarding the Tree Save/Protection Areas.
- For Lots 5 through 10, the Plot plan will repeat recording Plan Tree Save & Vegetation Protection Note 3 regarding the Tree Save/Vegetation Protection Areas.

The Plot plan for each Lot will show any individual tree saves on that Lot that become part of the Tree Save/Protection Areas as defined by Section 2.13 of the General Declaration of Restrictions, Covenants and Easements.