

DocId:3375137
TX:4244039

HANCOCK COUNTY MAINE

CORRECTIVE DEED

C. ELIOT PIERCE III, whose mailing address is 970 Park Ave, Apt. 2N, New York, NY 10028, and SHEILA HANSON PIERCE, whose mailing address is via Adelaide Ristori 1, 00197, Rome Italy, release to PIERCE FAMILY LLC, a Maine limited liability company with a primary place of business in Mount Desert, Hancock County, Maine, and a mailing address of 970 Park Ave, Apt. 2N, New York, NY 10028,

A certain lot or parcel of land, together with any buildings thereon, situated in the Town of Mount Desert, Hancock County, Maine, bounded and described and attached hereto as Exhibit A and incorporated herein by reference.

The purpose of this deed is to correct the name of the Grantee, Sheila Hanson Pierce, which was erroneously noted as *Sheila Pierce Oriona* in the January 10, 2023 Release Deed to Pierce Family LLC recorded in Book 7252, Page 855 at the Hancock County Registry of Deeds.

The Releasors hereunto set their hands and seals this 16 day of MARCH ~~February~~, 2023.

C. Eliot Pierce III
C. ELIOT PIERCE III

SHEILA HANSON PIERCE
SHEILA HANSON PIERCE

STATE OF New York
County of Queens

March 16, 2023

Personally appeared before me the above-named C. ELIOT PIERCE III and acknowledged the foregoing instrument to be his free act and deed.

Ariele Mara Schwartz
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SC6421908
Qualified in Queens County
Commission Expires 09/13/2025

Ariele Mara Schwartz
Notary Public/Attorney-at-Law
Type or print name of Notary Public
My Commission Expires: 09/13/2025

HANCOCK COUNTY MAINE

HANSON

CORRECTIVE DEED

C. ELIOT PIERCE III, whose mailing address is 970 Park Ave, Apt. 2N, New York, NY 10028, and **SHEILA HANSON PIERCE**, whose mailing address is via Adelaide Ristori 1, 00197, Rome Italy, release to **PIERCE FAMILY LLC**, a Maine limited liability company with a primary place of business in Mount Desert, Hancock County, Maine, and a mailing address of 970 Park Ave, Apt 2N, New York, NY 10028,

A certain lot or parcel of land, together with any buildings thereon, situated in the Town of Mount Desert, Hancock County, Maine, bounded and described and attached hereto as Exhibit A and incorporated herein by reference.

The purpose of this deed is to correct the name of the Grantee, Sheila Hanson Pierce, which was erroneously noted as *Sheila Pierce Ortona* in the January 10, 2023 Release Deed to Pierce Family LLC recorded in Book 7252, Page 855 at the Hancock County Registry of Deeds.

The Releasors hereunto set their hands and seals this _____ day of February, 2023.

C. ELIOT PIERCE III

Sheila H. Pierce

SHEILA HANSON PIERCE

STATE OF _____
County of _____

_____, 2023

Personally appeared before me the above-named **C. ELIOT PIERCE III** and acknowledged the foregoing instrument to be his free act and deed.

Notary Public/Attorney-at-Law

Type or print name of Notary Public
My Commission Expires: _____

HANSON

HANSON

**EXHIBIT A TO RELEASE DEED
C. ELIOT PIERCE III and SHEILA HANSON PIERCE TO PIERCE FAMILY LLC
PROPERTY DESCRIPTION**

“Beginning at an iron bolt set in the ground marking the southeast corner of a lot of land conveyed by Joseph H. Curtis to Jane Ruthven Robbins by a warranty deed dated December 12, 1916, and recorded in the Hancock County, Maine, Registry of Deeds in Book 530, Page 549; thence South six degrees forty-six minutes West (S. 6° 46' W.) but always following the westerly line of land formerly of Charles W. Eliot, three hundred eleven (311) feet to an iron bolt set in the ground; thence on same course South six degrees forty-six degrees West (S. 6° 46' W.) but always following the westerly line of land formerly of Charles W. Eliot, one hundred ninety-six and twenty-two hundredths (196.22) feet to a stone bound set in the ground; thence North eighty-four degrees forty-nine minutes West (N. 84° 49' W.) but always following the North line of a lot of land conveyed by Joseph H. Curtis to Charles W. Eliot by warranty deed dated November 12, 1919, recorded in said Registry in Book 550, Page 29, five hundred forty-five and twenty-two hundredths (545.22) feet to a stone bound set in the ground in the easterly line of the highway leading from Northeast Harbor to Seal Harbor; thence North four degrees forty-seven minutes West (N. 4° 47' W.) but always following the easterly line of said highway seventy-eight and thirty-two hundredths (78.32) feet to a stone bound set in the ground; thence North one degrees fifty-seven-minutes West (N. 1° 56' W.) but always following the easterly line of said highway four hundred twenty-eight and four hundredths (428.04) feet to a point in the center line of a private way known as Asticou Road; thence South eighty-eight degrees twelve minutes East (S. 88° 12' E.) but always following the center line of Asticou Road forty-one and twenty-two hundredths (41.22) feet; thence South eighty-four degrees thirty-one minutes East (S. 84° 31' E.) but always following the South line of said lot of land conveyed by Joseph H. Curtis to Jane Ruthven Robbins as aforesaid five hundred fifty-nine and ninety-two hundredths (559.92) feet to the iron bolt at the point of beginning, containing 6.88 acres. The foregoing description is based upon a survey and plan made by Maurice H. Burr, C.E., entitled 'Plan of the Property of the late Joseph H. Curtis, Town of Mount Desert, County of Hancock, Northeast Harbor, Maine, also Property Conveyed in Trust for the benefit of the Inhabitants of the Town of Mount Desert, by the late Joseph H. Curtis, of Boston, Massachusetts and known as 'Asticou Terraces'.

Together with and as appurtenant to the lot herein conveyed to the Grantees, a right of way for all purposes of a way over the roadway known as Asticou Road extending from the Northerly line of the said lot in a generally westerly direction to the highway running from Northeast Harbor to Seal Harbor. That portion of the hereinabove described lot which is included within the limits of Asticou Road is conveyed expressly subject to the rights of others in said Asticou Road.

Together with and as appurtenant to said lot, a right of way by a foot path fifteen (15) feet wide to the shore and thence continuing Westerly out into the waters of Northeast Harbor a width of twenty-five (25) feet as more particularly described in a deed from Joseph Henry Curtis to

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Francis W. Peabody, dated September 7, 1925, and recorded in said Registry of Deeds in Book 598, Page 401 and subject to the conditions stated in the aforesaid deed.

EXCEPTING AND RESERVING HEREFROM AND NOT HEREBY CONVEYING a certain lot or parcel of land bounded and described as follows, to wit:

Beginning at the Northwest corner of the hereinabove described lot and thence running South eighty-eight degrees twelve minutes East (S. 88° 12' E.) but always following the center line of Asticou Road forty-one and twenty-two hundredths (41.22) feet to a point; thence South eighty-four degrees thirty-one minutes East (S. 84° 31' E.) but always following the South line of said lot of land conveyed by Joseph H. Curtis to Jane Ruthven Robbins as aforesaid eight and seventy-eight hundredths (8.78) feet to a point; thence South one degree fifty-seven minutes East (S. 1° 57' E.) fifty (50) feet to an iron pipe to be driven into the ground; thence North eighty-eight degrees twelve minutes West (N. 88° 12' W.) fifty (50) feet to an iron pipe to be driven into the ground in the easterly line of the highway leading from Northeast Harbor to Seal Harbor; thence North one degree fifty-seven minutes West (N. 1° 57' W.) but always following the Easterly line of said highway fifty (50) feet to the point of beginning.

The Grantees herein, by the acceptance of this deed, covenant and agree for themselves, their heirs and assigns, as follows:

1. That if they cause any damage to Asticou Road as a result of building operations, they will, at their own expense, repair all such damages.
2. That if they shall make use of that part of Asticou Road leading from the Northeast corner of land formerly owned by Richard H. Harte to the highway, they will pay a proportional part of the upkeep of said road.
3. That Richard H. Harte, Jane R. Robbins and their respective heirs and assigns shall not be required to contribute to the maintenance and upkeep of any part of Asticou Road which is located North of the Northeast corner bound of the lot of land formerly owned by Richard H. Harte.

The aforesaid covenants numbered 1, 2 and 3 are inserted in this deed in compliance with the requirements of an Indenture dated August 20, 1925, between Joseph Henry Curtis, Richard H. Harte and Jane R. Robbins, which Indenture is recorded in said Registry of Deeds in Book 596, Page 407.

Being the same premises which The First National Bank of Boston, continuation by merger of Old Colony Trust Company, by Deed of Correction dated November 9, 1979, recorded in Hancock County Registry of Deeds, Book 1366, Page 136, granted and conveyed to James A. Russell and Barbara L. Russell; and also being the same premises

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which William F. Boyce and Alice S. Boyce, by Deed dated November 7, 1979, and recorded in said Registry, Book 1366, Page 140, granted and conveyed to James A. Russell and Barbara L. Russell to which deeds reference may be had for Grantor's source of title. Reference may also be had to the deed from Barbara L. Russell to James A. Russell, dated August 6, 1985, and recorded in said Registry in Book 1556, Page 229."

Reference is hereby made to the deed from Donald G. McLean and Mona T. McLean to Donald G. McLean dated June 4, 1987 and recorded in Book 1641, Page 142 in said Registry of Deeds.

The above-described premises are conveyed SUBJECT TO the following:

1. Easement Deed from Donald G. McLean to John Andrews Harris IV et al., dated July 2, 1990 and recorded in Book 1817, Page 36 in said Registry of Deeds;
2. Easement Deed from Donald G. McLean and Mona T. McLean to New England Telephone and Telegraph Company, dated November 28, 1990 and recorded in Book 1842, Page 329 in said Registry of Deeds;
3. Easement from Donald G. McLean to Bangor Hydro-Electric Company, dated June 14, 1991 and recorded in Book 1870, Page 270 in said Registry of Deeds;
4. Easement from Donald G. McLean to Bangor Hydro-Electric Company, dated June 14, 1991 and recorded in Book 1870, Page 276.

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57 R: Herb Hamlin