HANCOCK COUNTY

15455

WARRANTY DEED

CASTINE RIVER ASSOCIATES, a Maine partnership organized and existing under the provisions of 31 M.R.S.A. § 281-323, whose mailing address is P.O. Box 1330, Blue Hill, ME 04614, for consideration paid, GRANTS to CHARLES S. READ and ANN L. FLEWELLING, husband and wife, both having a mailing address of 2500-E Burnt Mountain Road, Jasper, GA 30143, as Joint Tenants, with WARRANTY COVENANTS, a certain lot or parcel of land, situated in Sedgwick, Hancock County, Maine, being Lot #1 of the Castine River Estates Subdivision, bounded and described as follows:

MAINE REAL ESTATE TRANSFER TAX PAID

Beginning at a rod set on the bank of the Bagaduce River between Lots 1 and 3; thence S. 56° 00' W., two hundred twenty-eight and sixty-six hundredths (228.66) feet by the line of Lot 3 to iron rod; thence N. 13° 56' 10" W., sixty-two and ninety-two hundredths (62.92) feet to an iron rod set flush in the road on the line between Lots 1 and 2; thence N. 4° 40' E., nine hundred seven and thirty-two hundredths (907.32) feet along Lot 2 to an iron rod on the bank of the Bagaduce River; thence continuing N. 4° 40' E., twenty (20) feet, more or less, to the waters of the river; thence east and southeasterly one thousand two hundred sixteen (1,216) feet, more or less, along the shore of the Bagaduce River to a point at the line of Lot 3; thence S. 56° 00' W., fifteen (15) feet, more or less, to the point of beginning. This lot being five and ninety hundredths (5.90) acres, more or less.

Together with, as appurtenant to and for the benefit of, the hereinabove described lot or parcel of land, a fifteen (15) foot wide right-of-way, to be used in common with the owners of Lot #2, for all purposes of a way, including ingress and egress and the installation, repair and maintenance of utility services as defined in Title 33, M.R.S.A. § 458, across Lot #2 of said Castine River Estates Subdivision, the easterly sideline of said right-of-way being the easterly sideline of said Lot #2.

The premises hereinabove described and conveyed are conveyed together with a right-of-way, for all purposes of a way, sixty (60) feet in width, including the right to install and maintain utility poles and lines within the limits of said right-of-way, in common with the Grantor herein, its successors and assigns, and appurtenant to the premises hereinabove described and conveyed, and to each and every part thereof, extending from the Snow's Cove Road, so-called, over and across the right-of-way shown on said Plan entitled "Castine River Estates, Sedgwick, Maine", to the most southeasterly line of Lot #2, extended S. 56° 00' W., across said sixty (60) foot wide right-of-way, said right-of-way to include the right-of-way over the cul-de-sac area shown on said Plan at its point of termination thereof.

The premises hereinabove described and conveyed are conveyed together with a right-of-way, in common with the Grantor herein, its successors and assigns, and appurtenant to the premises hereinabove described and conveyed, and to each and every part thereof, over and across the right-of-way fifty (50) feet in width, along the southeasterly line of Lot #7 shown on said Plan, and together with a right-of-way, in common with the Grantor herein, its successors and assigns, and appurtenant to the premises hereinabove described and conveyed, and to each and every part thereof, over and across the one and two tenths (1.2) acre lot designated on said Plan as "Common", to low water mark of the Bagaduce River.

Meaning and intending to convey a portion of the same premises conveyed to Castine River Associates by deed of Castine River Associates and M. E. Astbury & Son, Inc., dated July 31, 1987, recorded in the Hancock County, Maine, Registry of Deeds, in Book 1685, Page 128.

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The premises hereinabove described and conveyed are conveyed subject to a fifteen (15) foot wide right-of-way and cul-de-sac as it presently exists on the face of the earth on Lot #1. Said right-of-way to be used in common with the owners of Lot #2 and to be for all purposes of way including ingress and egress and the installation, repair and maintenance of utility services as defined in Title 33, M.R.S.A., § 458, as appurtenant to and for the benefit of Lot #2 in said Castine River Estates Subdivision, the westerly line of said right-of-way being the westerly sideline of the within conveyed premises.

The premises hereinabove described and conveyed are conveyed subject to the following restrictive covenants (not conditions subsequent) imposed for the benefit of remaining land conveyed to the Grantor herein by deed of Castine River Associates and M. E. Astbury & Son, Inc., dated July 31, 1987, and recorded in the Hancock County, Maine, Registry of Deeds, in Book 1685, Page 128, to wit:

1. The premises shall be sued for residential purposes only, and not for any commercial or industrial purposes other than professional offices or usual occupations conducted or carried on from the home.

2. No more than one single family dwelling, a separate winterized guest cottage, and appurtenant structures, such as garage or patio, shall be erected or maintained upon each lot.

3. The construction of any dwelling, guest cottage or appurtenant structure, shall be completed to the extent of being weather tight, shingled and/or sided, including outside finish work, within one (1) year from commencement of excavation.

4. No mobile homes or trailers shall be placed or maintained upon the premises.

5. No unregistered motor vehicles of any kind shall be placed or maintained upon the premises.

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6. Lots 1 through 14 inclusive shall not be subdivided.

7. The owner of each lot shall become a Member of Castine River Estates Maintenance Corporation, organized by Castine River Associates, the Grantor herein, for purposes of upkeep and maintenance of the rights-of-way and common area conveyed hereunder.

8. Any and all stone walls existing along the boundary lines of said lots shall remain in place, but may be extended, maintained, or improved upon consistent within the bounds of said lots.

9. No more than 30% of any lot may be clear cut in any one year. All disturbed soils must be re-vegetated to prevent soil erosion.

IN WITNESS WHEREOF, the said CASTINE RIVER ASSOCIATES, has caused this instrument to be signed in its partnership name by Maynard E. Astbury, one of its partners, this 13TH day of September, 1996.

CASTINE RIVER ASSOCIATES

By: Maynard E. Astbury
Maynard E. Astbury, Partner

STATE OF MAINE
HANCOCK, ss. September 13, 1996

Then personally appeared the above-named Maynard E. Astbury, Partner of said Castine River Associates, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said partnership.

Before me,

SEAL

Notary Public

LENORE A. HOUCK
MY COMMISSION EXPIRES JULY 18, 1999

Type or Print Name of Notary

4

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REGISTER OF DEEDS
HANCOCK COUNTY SS.
Maryjo Blanchard
REGISTER

Ret. K. Best

HANCOCK COUNTY

Title 33, M.R.S.A., § 458, as appurtenant to and for the benefit of Lot #2 in said Castine River Estates Subdivision, the westerly line of said right-of-way being the westerly sideline of the within conveyed premises.

Subject to the following restrictive covenants (not conditions subsequent) imposed for the benefit of remaining land conveyed to the developer by deed of Castine River Associates and M. E. Astbury & Son, Inc., dated July 31, 1987, and recorded in the Hancock County, Maine, Registry of Deeds, in Book 1685, Page 128:

1. The premises shall be used for residential purposes only, and not for any commercial or industrial purposes other than professional offices or usual occupations conducted or carried on from the home.

2. No more than one single family dwelling, a separate winterized guest cottage, and appurtenant structures, such as a garage or patio, shall be erected or maintained upon each lot.

3. The construction of any dwelling, guest cottage or appurtenant structure, shall be completed to the extent of being weather tight, shingled and/or sided, including outside finish work, within one (1) year from commencement of excavation.

4. No mobile homes or trailers shall be placed or maintained upon the premises.

5. No unregistered motor vehicles of any kind shall be placed or maintained upon the premises.

6. Lots 1 through 14 inclusive shall not be subdivided.

7. The owner of each lot shall become a Member of Castine River Estates Maintenance Corporation, organized by Castine River Associates, the Grantor herein, for purposes of upkeep and maintenance of the rights-of-way and common area conveyed hereunder.

8. Any and all stone walls existing along the boundary lines of said lots shall remain in place, but may be extended, maintained, or improved upon consistent within the bounds of said lots.

9. No more than 30% of any lot may be clear cut in any one year. All disturbed soils must be re-vegetated to prevent soil erosion.*

Being the same premises as described in a deed from Castine River Associates to Ann L. Flewelling and Charles S. Read dated September 13, 1996 and recorded in Hancock County Registry of Deeds in Book 2590, Page 85.

EXHIBIT A

A certain lot or parcel of land situated in Sedgwick, Hancock County, Maine, being Lot #1 of the Castine River Estates Subdivision as shown on a plan dated July 14, 1987 and recorded in the Hancock Registry of Deeds in Map File 21, No. 35, bounded and described as follows:

Beginning at a rod set on the bank of the Bagaduce River between Lots 1 and 3; thence S. 56° 00' W, two hundred twenty-eight and sixty-six hundredths (228.66) feet by the line of Lot 3 to iron rod; thence N. 13° 56' 10" W., sixty-two and ninety-two hundredths (62.92) feet to an iron rod set flush in the road on the line between Lots 1 and 2; thence N. 4° 40' E., nine hundred seven and thirty-two hundredths (907.32) feet along Lot 2 to an iron rod on the bank of the Bagaduce River; thence continuing N. 4° 40' E., twenty (20) feet, more or less, to the waters of the river; thence east and southeasterly one thousand two hundred sixteen (1,216) feet, more or less, along the shore of the Bagaduce River to a point at the line of Lot 3; thence S. 56° 00' W., fifteen (15) feet, more or less, to the point of beginning. This lot purported to contain five and ninety hundredths (5.90) acres, more or less.

Together with, and as appurtenant to the described lot, a fifteen (15) foot wide right-of-way, to be used in common with the owners of Lot #2, for all purposes of a way, including ingress and egress and the installation, repair and maintenance of utility services as defined in Title 33, M.R.S.A. § 458, across Lot #2 of said Castine River Estates Subdivision, the easterly sideline of said right-of-way being the easterly sideline of said Lot #2.

Together with a right-of-way, for all purposes of a way, sixty (60) feet in width, including the right to install and maintain utility poles and lines within the limits of said right-of-way, in common with the developer, its successors and assigns, as appurtenant to the premises, and to each and every part thereof, extending from the Snow's Cove Road, over and across the right-of-way shown on said Plan entitled "Castine River Estates, Sedgwick, Maine,", to the most southeasterly line of Lot #2, extended S. 56° 00' W., across said sixty (60) foot wide right-of-way, said right-of-way to include the right-of-way over the cul-de-sac area shown on said Plan at its point of termination thereof.

Together with a right-of-way, in common with the developer, its successors and assigns, as appurtenant to the premises and to each and every part thereof, over and across the right-of-way fifty (50) feet in width, along the southeasterly line of Lot #7 shown on said Plan, and together with a right-of-way, in common with the developer, its successors and assigns, as appurtenant to the premises, and to each and every part thereof, over and across the one and two tenths (1.2) acre lot designated on said Plan as "Common", to low water mark of the Bagaduce River.

Subject to a fifteen (15) foot wide right-of-way and cul-de-sac as it presently exists on the face of the earth on Lot #1. Said right-of-way to be used in common with the owners of Lot #2 and to be for all purposes of way including ingress and egress and the installation, repair and maintenance of utility services as defined in