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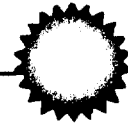
WARRANTY DEED  
Joint Tenants  
Maine Statutory Short Form

BOOK 1608 PAGE 140

KNOW ALL MEN BY THESE PRESENTS, THAT I, Thomas Banks of  
25 Bay Drive, Key Largo, Florida 33037, for consideration paid,  
grant to LYNNE D. MICHAUD and ANTHONY A. POPIENIUCK, whose  
mailing address is: 6 Marlboro Street, Maynard, MA. 01754,  
with WARRANTY COVENANTS, as joint tenants, the land in Bar  
Harbor, County of Hancock, State of Maine, being all and the  
same premises described in Warranty Deed from Charles R. Dubay  
to Thomas Banks, dated March 31st, 1983 and recorded in Book 1462,  
Page 540 of the Hancock County, Maine, Registry of Deeds, said  
premises being more particularly described in said deed on  
EXHIBIT A. attached hereto and made a part hereof.

WITNESS my hand and seal this twenty-fourth day of the month  
of October, 1986.

*Thomas Banks*  
\_\_\_\_\_  
THOMAS BANKS



STATE OF ~~MAINE~~ FLORIDA  
COUNTY OF HANCOCK

SS:

October 24, 1986

Personally appeared the above named Thomas Banks and acknow-  
ledged the foregoing instrument to be his free act and deed.

Before me,

*Susan T. Blaisdell*  
\_\_\_\_\_  
Notary Public

Susan T. Blaisdell  
\_\_\_\_\_  
Type or Print Name of Notary Public

MAINE REAL ESTATE  
TRANSFER TAX PAID

UNIVERSITY

" a certain lot or parcel of land, situated in Bar Harbor, Hancock County, Maine, bounded and described as follows, to wit:

Beginning at an iron pipe driven into the ground in the westerly line of Lot 4 on survey plan hereinafter referred to and marking the northeast corner of Lot 2 on said survey plan; thence North forty-eight degrees thirty minutes West (N. 48° 30' W.) but always following line of said Lot 2 on said survey plan, three hundred twelve and seventy-one hundredths (312.71) feet to an iron pipe driven into the ground in the easterly side-line of a Right of Way as shown on said survey plan; thence North seven degrees forty-four minutes West (N. 07° 44' W.) but always following the easterly sideline of said Right of Way, fifty-nine and thirty-eight hundredths (59.38) feet to an iron pipe driven into the ground marking the northeast corner of said Right of Way; thence North forty-two degrees fifty minutes West (N. 42° 50' W.) but always following the northerly line of Lot 2 on said survey plan, eighty-six and ninety-six hundredths (86.96) feet to an iron pipe driven into the ground marking the northwest corner of said Right of Way; thence on same course (N. 42° 50' W.) but always following the northerly line of said Lot 2 on said survey plan, one hundred sixty-eight (168) feet, more or less, to an iron pipe driven into the ground at high water line of Thomas Bay so-called; thence in a northerly direction, but always following high water line of said Thomas Bay, two hundred ninety-one and seven tenths (291.7) feet to a point marking a corner of land now or formerly of Smallidge; thence South twenty-nine degrees ten minutes East (S. 29° 10' E.) but always following line of said land now or formerly of Smallidge, forty-six (46) feet, more or less, to an iron pipe driven into the ground; thence on same course (S. 29° 10' E.) but always following line of said land now or formerly of Smallidge, six hundred twenty-five and four tenths (625.4) feet to an iron pipe driven into the ground; thence South fifty-nine degrees fourteen minutes East (S. 59° 14' E.) forty-five and fifty-four hundredths (45.54) feet to an iron pipe driven into the ground marking the northwest corner of said Lot 4 on said survey plan; thence South twenty degrees twelve minutes West (S. 20° 12' W.) but always following the westerly line of said Lot 4 on said survey plan, one hundred sixteen and two tenths (116.2) feet to the iron pipe driven into the ground at the place of beginning. Containing 2.352 Acres.

Together with all right, title and interest in and to the shore and flats between high and low water mark, between the northerly and southerly lines of the above described premises extended westerly to low water mark.

The above described lot being depicted as Lot 3 on survey plan entitled "BAY ESTATES SUBDIVISION for Charles Dubay at Bar Harbor, Me. Jan. 1983" by Robert Raynes, R.L.S. and recorded in Plan File 16, Page 93, of the Hancock County, Maine, Registry of Deeds.

Together with a right of way for all purposes of a way, including the passage of utilities, over the Right of Way shown on the above referred to subdivision plan recorded in Plan File 18, Page 93, of said Hancock County, Maine, Registry of Deeds.

RESERVING, HOWEVER, to the Grantor herein, his heirs and assigns, as appurtenant to Lot 4 as shown on said subdivision plan recorded in Plan File 18, Page 93, of said Registry of Deeds, a right of way twenty (20) feet wide for access by foot only to the shore and flats over the above described Lot 3, the northerly and easterly sidelines of said right of way being the northerly and easterly sidelines of said Lot 3.

Together with a right of way for all purposes of a way, in common with others having similar rights therein, over the right of way shown on a Plan of land entitled "LAMB Property in Eden (Garland Property Formerly) Bar Harbor - Mt. Desert Isl. - Hancock Co. - Me. Date: January - 1973" prepared by H. C. Plummer, Jr., & Asso., Land Surveyors, Sullivan Harbor - Maine, recorded in Plan Book 13, Page 37 of the Hancock County, Maine, Registry of Deeds, and is identified on said Plan as "R/W". By acceptance of this deed, the Grantee, his heirs, personal representatives and assigns, agree to pay annually one-twenty-first (1/21st) of the cost in maintaining and reconstructing said right of way.

Together with and as appurtenant to the above described premises the right of access by foot, in common with others having similar rights therein, to the shore and flats over that part of the land between lots 1 and 2 and lots 3 and 4 shown on said Plan recorded in Plan Book 13, Page 37 of said Registry of Deeds, and identified on said Plan as "Foot Path".

Together with and as appurtenant to the above described premises the right to use for temporary recreational purposes only, such as picnicking, wildlife watching, and the like, provided the land is not eroded or that wildlife is not impaired, that part of lots 1 and 2 shown on said Plan recorded in Plan Book 13, Page 37 of said Registry of Deeds, and identified thereon as "Salt Marsh Area" and "Indian Shell Heaps".

The above described premises is also conveyed subject to a certain Conservation Easement donated the State of Maine by Scott Lamb, under instrument dated May 10th, 1973 and recorded in said Registry of Deeds, said easement affecting parts of the land shown on said Plan recorded in Plan Book 13, Page 37 of said Registry of Deeds and identified on said Plan as "Conservation Easement", "Indian Shell Heaps" and "Salt Marsh Area".

This conveyance is made subject to the following restrictions (not conditions subsequent) to be binding upon the Grantee herein, his heirs, personal representatives and assigns and in favor of and for the benefit of the remaining contiguous land, now or formerly owned by Scott Lamb, and the Grantee, for himself, his heirs, personal representatives and assigns, by the acceptance of this deed agrees not to convey any or all of the property above described without the insertion of similar restrictions in any deed that he may give for the granted premises, the said granted premises is hereinafter called the "Land".

1. The Land shall be used for single family residential or conservation purposes only. No commercial, industrial or mining activities shall be permitted on the Land. No apartment building, multi-family units or transient accommodations of any kind shall be constructed on the Land.

2. The Land shall never be divided into lots containing less than two acres and any division of any part of the Land which touches high water mark of Thomas Bay must result in each lot along said high water mark containing a minimum of two hundred (200) feet along said high water mark.

3. Only customary domestic animals may be kept on the Land.

4. No motor vehicle or the parts thereof shall be allowed on the Land more than forty-eight (48) hours unless it is in total working order and is being used for the purpose for which it was constructed.

5. Any modification, alteration, construction or reconstruction of waste disposal system or systems may be done, but only in a manner that will prevent discharge of any waste into waters located on or about the Land that will violate the then applicable laws of the State of Maine classification of abutting waters.

6. Without limiting the generality of the foregoing, billboards and all other means of advertisement, trailers, mobile homes, inter-island bridges or causeways from the Land to "Thomas Island" and/or either or both of the "Twinnies" (Islands) are specifically prohibited on the Land, provided the owners of the Land, their heirs, personal representatives and assigns will have the following rights:

a. The right to post the Land to control authorized use.

b. The right to erect temporary signs to advertise the Land for sale or for rent.

c. The right to a temporary living accommodation which may be located on the Land for no more than a total of one hundred eighty (180) days prior to or during construction of the residence allowed on the Land and not thereafter.

d. The right to create or preserve open space for the purposes of establishing "edge effect" in keeping with scientific wildlife management practices on the Land.

7. Any proceeds, cash or otherwise, derived from the cutting or sale of existing or future wood growth on the Land must be donated to the Down East Chapter of the Maine Audubon Society, a corporation organized and existing under the laws of the State of Maine, with its principal place of business at said Bar Harbor, in the name of Scott Lamb, his heirs and assigns.

8. Any owner of any interest in the land shown on said Plan recorded in Plan Book 13, Page 37, has and by virtue hereof does have, the right to enforce and protect, at law or in equity, the said Conservation Easement, any and all restrictions hereby placed upon the Land, and any and all restrictions placed on the land shown on said Plan, and each and every owner of any interest in the Land or the land shown on said Plan, their heirs and assigns, are hereby estopped from denying the right of any owner of any interest in the Land or said land to enforce the said Conservation

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EXHIBIT A. Continued

Easement or any and all restrictions hereby placed on the Land or restrictions placed or to be placed on said land. In the event of any litigations involving the actual or alleged violation of any of the restrictions contained in said Conservation Easement or the restrictions placed or required by this instrument to be placed upon the Land, the party or parties found in such litigation to have violated any of the foregoing easements or restrictions shall pay to the moving party all costs of litigation.

9. All owners of any interest in the land shown on said Plan recorded in Plan Book 13, Page 37 of said Registry of Deeds shall belong to and shall maintain in existence and in good standing an incorporated association of such owners ("Landowner's Association"). The Landowner's Association shall have the right and the responsibility to enforce all of the easements and restrictions which have been, are, or will be placed upon the land shown on said Plan. In addition, all owners of any interest in the Land shall submit to the Landowner's Association for arbitration of disputes concerning violations or alleged violations of any of the easements or restrictions which are on the Land."

HANCOCK, SS: REC'D NOV 4 1986 AT 1 11 PM

ORCK COUNTY