

KNOW ALL MEN BY THESE PRESENTS, That I, JOSEPH C. SWENSEN of Briarcliff Manor, Westchester County, New York, for consideration paid, GRANT to RAPHAEL HILLYER and KAZUKO T. HILLYER, husband and wife, both of New York City, New York, with WARRANTY COVENANTS as JOINT TENANTS the land in Blue Hill, Hancock County, Maine, bounded and described as follows:

Beginning at the high water mark of Blue Hill Bay at the point-twenty-five (25) feet more or less, southerly from the intersection of the said shore with the northerly line of "Lot No. 1," described in deed from Herbert T. Silsby, II, to Joseph C. Swensen dated March 7, 1970 and recorded in Hancock Registry of Deeds in Book 1093, Page 338; thence south 73 degrees 25 minutes 55 seconds west 12 feet more or less to an iron pin on top of bank of the said bay; thence further extending the same bearing south 73 degrees 25 minutes 55 seconds west 329.87 feet to another iron pin; thence south 03 degrees 02 minutes 42 seconds west 147.43 feet; thence south 01 degrees 15 minutes 00 seconds west 75 feet to a point; thence by and along a curve to the right, having a radius of 265 feet and angle of 32 degrees 25 minutes 149.93 feet; thence south 35 degrees 15 minutes west 100 feet; thence by and along a curve to the left having a radius of 190 feet and angle of 30 degrees 40 minutes 101.69 feet; thence by and along a curve to the left having a radius of 130 feet and angle of 45 degrees 20 minutes 102.86 feet; thence south 33 degrees 30 minutes east 34 feet to an iron pin; thence south 23 degrees 35 minutes east 138.2 feet to a point; thence south 23 degrees 01 minutes 15 seconds east 102.82 feet to an iron pin; thence north 74 degrees 04 minutes 30 seconds east 291.03 feet to another iron pin on top of the bank of Blue Hill Bay, and further extending the same bearing 18 feet more or less to the high water mark of the said bay; thence by and along the said high water mark of the said bay by its various courses and distances but generally northerly 1009 feet more or less to the point of beginning.

Together with all right, title and interest in and to the shore and flats in front of said lot and between the side lines thereof extending to low water mark, in accordance with the laws of the State of Maine.

Together with an appurtenant to every part of the premises herein conveyed rights of way for all purposes of a way, including the right to install and maintain facilities for the transmission of electricity and voice over, upon and in all of the Grantors Roads and rights of way as now laid out, said roads and rights of way leading from Maine State Route 175 to the foregoing described premises. The said roads and rights of way are to be used in common with the Grantor his heirs and assigns.

Also together with an undivided interest to be used in common in and to a fifty (50) foot strip of land, the northerly boundary of which is the southerly boundary of the lot hereinabove conveyed, said fifty (50) foot strip of land to be used and owned in common with the Grantor his heirs and assigns. The Grantor covenants that the ownership and use of the said fifty (50) foot strip shall be limited to owners of the premises described in deed from Herbert T. Silsby, II, to Joseph C. Swensen dated March 7, 1970, and recorded in the said Registry in Book 1093, Page 338.

BOOK 1107 PAGE 444

The Grantees herein for themselves, their heirs and assigns by the acceptance of this deed of conveyance and in consideration of the premises covenant with the Seller his successors and assigns, that they will not construct any building with the necessary other buildings to serve as a homestead or summer residence at a cost of less than Ten Thousand Dollars (\$10,000.00) at the time of construction.

The premises are to be conveyed subject to the following permanent restrictions (not conditions subsequent) to wit:

1. Said property shall be used for residential purposes only and not for any commercial or industrial uses. No more than one single family dwelling with usual appurtenant structures, such as garage, patio, guesthouse, boathouse, private stable, shelter for domestic pets, etc., may be erected or maintained upon said premises. No house trailer, mobile home, tent or other temporary structures shall be erected, placed, maintained or permitted to remain upon such property, excepting necessary temporary structures for a period of no more than 180 days during the course of construction which temporary structures shall be removed promptly upon completion of construction.

2. No septic tank, cesspool, incinerator or any equipment of any nature whatsoever, for the disposal or burning of sewage, garbage, water and rubbish shall be erected, installed or maintained within 100 feet to any natural body of water measured from the highest normal water line thereof, and any installation, erection or maintenance of such facilities shall comply with all rules and regulations of the State Department of Health and Welfare or any other agency having jurisdiction. All waste, garbage or rubbish shall be promptly removed from the premises by the Grantees or promptly disposed of in accordance with all local ordinances and State Laws concerning same.

3. No unregistered vehicle intended for over-the-road use shall be stored thereon.

4. No trucks over 3/4 ton shall be parked overnight on the premises or on any street abutting the premises.

5. No building shall be located on any lot within 35 feet of any lot line.

The Grantor covenants and agrees with the Grantees that the above restrictions will be placed in all future deeds given by the said Grantor to any part of the land described in deed from Herbert T. Silsby, II to the Grantor, dated March 7, 1970 and recorded with Hancock County, Maine, Registry of Deeds in Book 1093, Page 338 as lies easterly of said Maine State Route #175 in said Blue Hill.

The Grantor covenants and agrees with the Grantees that the use of the roads and rights of way aforesaid shall be limited only to the owners of so much of the premises described in the deed from Herbert T. Silsby, II to the Grantor, dated March 7, 1970 and recorded in Book 1093, Page 338, of said Registry of Deeds and their heirs and assigns.

The Grantor further covenants and agrees with the said Grantees that in the event he should subdivide the property owned by him situated on the easterly side of Maine State Route #175, said property shall not be subdivided into lots of less than two acres in size, where practical.

The Grantor covenants and agrees that he will maintain and care for all of the roads aforesaid for the period of one year from the date of this conveyance or until the completion of the sale of all of the property described in said deed from Herbert T. Silsby, II to the Grantor as lies easterly of Maine State Route #175 or whichever is the greater period of time. The said Grantor shall maintain and care for all of said roads in a workmanlike manner.

The 50 foot strip of land which lies next southerly of the southerly boundary of lot herein conveyed which is to be used in common with the Grantor and others having similar rights therein shall not be developed in any way but shall remain in its natural state other than the construction and maintenance of a foot path to the shore.

If the Grantees should desire to subdivide the premises herein conveyed, it is agreed that any such subdivision shall be in lots of not less than 150 feet of shore front footage.

The Grantor further covenants and agrees with the Grantees that in the event that he should subdivide the remaining property owned by him situated on the easterly side of Maine State Route #175 that he shall restrict the placement of septic tanks or other sewage systems on said subdivided lots in such a way that they shall not interfere with the enjoyment and use of the premises herein to be conveyed.

Source of Grantor's title is "Lot No. 1" in deed from Herbert T. Silsby II to Joseph C. Swensen dated March 7, 1970 and recorded in Hancock Registry of Deeds in Book 1093, Page 338.

Together with all rights, easements, privileges and appurtenances belonging to the granted-estate.

VERNA H. SWENSEN, wife of the said JOSEPH C. SWENSEN, Grantor, both join as Grantors and both release all rights by descent and all other rights.

Witness our hands and seals this 27th day of September, 1970.

STATE OF MAINE
HANCOCK, SS.

Then personally appeared the above named JOSEPH C. SWENSEN and acknowledged the foregoing to be his free act and deed.



September 27, 1970

Frank B. Wadsworth
Justice of the Peace
Notary Public

STATE OF MAINE, HANCOCK COUNTY REGISTRY OF DEEDS.

Rec'd Nov. 4, 1970 at 3 h. 46m. P. M. and recorded in book 1107 Page 443

by

Deane R. Vatten

Register.