

BK: OR 7322 PAGE: 562 # OF PGS: 5
05/08/2024 02:33:24 PM Inst # 2024004984
JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE

EASEMENT DEED

(encumbering 8 Keel Way, Manset, Town of Southwest, Maine)

WHEREAS, **KEEL WAY ENTERPRISES, LLC**, a Connecticut limited liability company with a mailing address of 24 Oakley Lane, Greenwich, CT 06830 (hereinafter “Keel Way”), is the owner of certain real estate located at 8 Keel Way in the village of Manset, Southwest Harbor, Hancock, Maine, by virtue of a deed from 8 Keel Way Partners to Keel Way Enterprises, LLC dated July 14, 2023, recorded July 24, 2023 at the Hancock County, Maine, Registry of Deeds in Book 7279, Page 213, which real estate is shown on Southwest Harbor Tax Map 18 as Lot 65 (hereinafter “Keel Way Property”);

WHEREAS, **DANIEL HEATH MASSEY AND ROBIN R. MASSEY**, of Southlake, Texas, both having a mailing address of 201 Park Ridge Blvd, Southlake, TX 76092 (hereinafter “Massey”), are the owners of certain real estate located at 425A Seawall Road in said Manset, by virtue of a deed from Windward Cottage, LLC dated May 4, 2024, recorded at said Registry of Deeds in Book 7322, Page 558, which real estate is shown on said Tax Map 18 as Lot 62 (hereinafter “Massey Property”);

WHEREAS, Keel Way Property is generally immediately northerly of and adjoins Massey Property;

WHEREAS, there is located on Keel Way Property a pier in the southwest corner of the Keel Way Property;

WHEREAS, Massey would like to benefit from use of said pier;

WHEREAS, Keel Way, as owner of the Keel Way Property, wishes to convey to Massey as owner of Massey Property, an appurtenant easement to access and use said pier and associated floats, ramps, walkways and other items necessary for the full enjoyment of said pier;

NOW THEREFORE, Keel Way Enterprises, LLC, as owner of the Keel Way Property, in consideration of the mutual promises contained herein and created in part by acceptance of this easement by Massey, and other good and sufficient consideration, GRANTS to Daniel Heath Massey and Robin R. Massey, their successors and assigns, as owners of the Massey Property, an appurtenant easement to use, at Massey’s own risk, said pier and associated walkways, ramps and floats located on the Keel Way Property;

FURTHER GRANTING to Massey, their successors and assigns, as owner of the Massey Property an easement appurtenant to said Massey Property for pedestrian access for ingress and egress by foot only from the northerly side line of the Massey Property across the Keel Way Property to said pier, said access easement to be five-foot-wide and to be located within an area of the Keel Way Property (the “Massey Easement Area”) described in Exhibit A attached hereto;

FURTHER GRANTING to Massey, their successors and assigns, as owner of the Massey Property the right to enter upon the Massey Easement Area with people and equipment for the purposes of maintaining a path to said pier in a kempt condition;

PROVIDED, however, that Massey, their successors and assigns, as owner of the Massey Property, shall at all times keep and maintain said path and said Massey Easement Area in a kempt and well-maintained fashion, and that the pier shall not be abused or defaced in any way; and

PROVIDED, however, that use of the pier and of the Massey Easement Area shall be restricted to owners of the Massey Property and to guests, invitees of said owners or renters of the Massey Property; and

PROVIDED, however, that such use shall at all times be at the sole risk of said persons, and not at the risk of Keel Way, or its successors and assigns; and

PROVIDED, however, that such use of the pier and of the Massey Easement Area shall be shared with the owners of the Keel Way Property, its successors and assigns, and its guests, invitees and renters but that Keel Way shall not grant similar rights to any party other than the subsequent owners of the Keel Way Property; and

PROVIDED, however, that Massey, their successors and assigns, as owner of the Massey Property, shall at all times ensure that such use of the Massey Easement Area and/or of the pier shall be quiet and respectful, that no parties or social gatherings of any kind shall be held on the pier, and that no garbage shall be left on or in the Massey Easement Area or on the pier; and

PROVIDED, however, that the cost of regular maintenance, repair and annual fees and costs for use of the pier shall be shared equally between the owners of the Keel Way Property, its successors and assigns, and the owners of the Massey Property, its successors and assigns, which such costs shall be determined solely by the owners of the Keel Way Property, its successors and assigns; and

PROVIDED, however, that material upgrades and improvements to the pier shall be made only upon the approval of both the owners of the Keel Way Property, its successors and assigns, and the owners of the Massey Property, its successors and assigns, with the costs of such material upgrades and improvements to the pier to be shared equally, unless one party is willing to pay such costs solely. In the event of complete destruction of the pier, either party may elect to rebuild the pier at its own expense. Said right to rebuild shall include the right to return the pier to its original length of 190 feet. The pier may not be materially enlarged or reduced without the written consent of both Keel Way and Massey or their successors or assigns.


PROVIDED, however, that Massey, their successors and assigns shall have exclusive use of the southerly side of the pier and floats facing the Massey Property. Massey may add a finger float to the southerly side of the pier and/or floats in compliance with all applicable laws, ordinances and regulations.

PROVIDED, however, that Keel Way its successors and assigns shall have exclusive use of the northerly side of the pier and floats. Keel Way may add a finger float to the northerly side of the pier and/or floats in compliance with all applicable laws, ordinances and regulations.

PROVIDED, however, that the end of the pier and/or float shall be available to each of the parties and their guests and invitees for docking on a first-come-first-served basis for temporary periods not to exceed 48 hours.

IN WITNESS WHEREOF Keel Way Enterprises, LLC has caused this instrument to be signed in its name and behalf by Audrey Schaus, its duly authorized Manager, this 7th day of May 2024.

KEEL WAY ENTERPRISES, LLC


By: 
Audrey Schaus, its duly Authorized
Manager

STATE OF CONNECTICUT
COUNTY of FAIRFIELD

05/07/, 2024

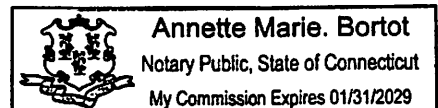
Then personally appeared the above-named Audrey Schaus, duly authorized Manager of Keel Way Enterprises, LLC, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Keel Way Enterprises, LLC.

Before me,


Notary Public

Annette Marie Bortot
Printed Name of Notary Public

My commission expires: _____



WITNESS our hands this 8th day of May 2024.

Daniel Heath Massey

Daniel Heath Massey

Robin R. Massey

Robin R. Massey

STATE OF MAINE
COUNTY of HANCOCK

May 8, 2024

Then personally appeared the above-named Daniel Heath Massey and Robin R. Massey, and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Candice May Chan

Notary Public

Candice May Chan

Printed Name of Notary Public

My commission expires: _____



Candice May Chan
NOTARY PUBLIC
State of Maine
My Commission Expires
March 24, 2031



EXHIBIT A

(to an easement deed from Keel Way Enterprises, LLC to Massey)

A certain five-foot-wide portion of land described in a deed from Belden, LLC and Maine Coast Properties, LLC to 8 Keel Way Partners dated June 2, 2010, recorded June 10, 2010 at the Hancock County, Maine, Registry of Deeds in Book 5428, Page 208, later conveyed by 8 Keel Way Partners to Keel Way Enterprises, LLC in a deed dated July 14, 2023, recorded at said Registry of Deeds in Book 7279, Page 213, which five-foot-wide portion of said land is further described as follows:

Beginning at a point on the northerly line of a lot of land conveyed to Windward Cottage, LLC from William Burke, Trustee in the First Parcel of a deed dated April 28, 2017 and recorded at the Hancock County Registry of Deeds in Book 6757 Page 250 being S 72°21'16" W a distance of 15.16' from a stone bound found set in the ground on the north line of said Windward Cottage, LLC, said stone bound being S 72°21'16" W a distance of 19' more or less from the highwater line of Western Way;

thence from the Point of Beginning S 72°21'16" W by and along the northerly line of said Windward Cottage, LLC a distance of 5.00' being N 72°21'16" E a distance of 511.11' from a stone bound found set in the ground;

thence N 19°02'43" W a distance of 11.37';

thence N 70°57'17" E a distance of 40.84' to the highwater line of Western Way;

thence S 14°12'52" E by and along the highwater line of Western Way a distance of 5.02';

thence S 70°57'17" W a distance of 35.42';

thence S 19°02'43" E a distance of 6.49' to the Point of Beginning.

Bearings in the above described are Grid North, NAD83, Maine East Zone 1801.

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