RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/19/14

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KNOW ALL MEN BY THESE PRESENTS that we MARTIN R. JOHNSON, of Falmouth, in the County of Cumberland and State of Maine, and PETER L. MURRAY, of Portland, in said County of Cumberland, Trustees under a Declaration of Trust dated July 27, 1970, and recorded at the Cumberland County Registry of Deeds in Book 3137, Page 47, for and in consideration of One Dollar ($1.00) and other good and valuable consideration to us paid by

Peter C. Lincoln of 439 W. 24th Street, New York, New York

the receipt whereof we do hereby acknowledge, do hereby remise, release, bargain, sell and convey and forever quit-claim unto said

Peter C. Lincoln, his

~~their~~ heirs and assigns forever,

A certain lot or parcel of land located on Cushing Island in the City of Portland and County of Cumberland and on that portion thereof known as Whitehead and being Lot "1" on Plan of Whitehead Passage Subdivision, Cushing Island, Portland, Maine, made for Whitehead Associates by Land Use Consultants, Inc., under date of September, 1974, which said plan is duly recorded in Cumberland County Registry of Deeds, Plan Book 106, Page 9, to which Plan reference is hereby made for a more particular description.

This conveyance also includes the following rights and easements insofar as Grantors may lawfully convey the same:

a. The right to reasonable use, in common with Grantors, their successors and assigns, of the "Government Pier" at Spring Cove and the "Mule Barn" adjacent thereto.

b. The right in common with the Grantors, their successors and assigns, to pass over the shores and beaches of Cushing Island, including those not owned by the Grantors.

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c. The right to use, in common with the Grantors, their successors and assigns, the roads, avenues, ways, landings, wharfs, piers and public grounds on Cushing Island.

Meaning and intending to convey and hereby conveying a portion of the premises conveyed to the Grantors herein by Fort Christopher Levett Company by deed dated August 7, 1970, and recorded at the Cumberland County Registry of Deeds, Book 3138, Page 467.

This conveyance is subject to the following exceptions, restrictions, covenants and reservations:

a. Any exceptions, restrictions, covenants, or reservations set forth in said deed from Fort Christopher Levett Company to Martin R. Johnson and Peter L. Murray, Trustees, dated August 7, 1970, and recorded at the Cumberland County Registry of Deeds, Book 3138, Page 467, and an easement to Central Maine Power Company dated September 17, 1970, and recorded at said Registry of Deeds, Book 3152, Page 774.

b. Grantors reserve for themselves, their successors and assigns, an easement over, on and in the premises hereby conveyed for a distance of fifteen (15) feet to either side of the center line of Whitehead Avenue, as it may exist from time to time, on said premises so that Grantors, their successors and assigns, may continue to use said Whitehead Avenue, and may enter on to and excavate said lands within said bounds for the purpose of installing, maintaining, repairing, examining, improving and replacing sewers, storm drains, water pipes, utility lines and poles from time to time as Grantors, their successors and assigns, shall determine to be reasonably necessary in order to service Grantee's premises and the remaining lots of said Whitehead Passage Subdivision, and Grantors agree to repair any damage to Grantee's property as a result of such entry. Grantee, for himself, his successors and assigns, agrees and covenants that he will not do or suffer to be done any act which interferes with the use and maintenance of said Whitehead Avenue by Grantors, their successors and assigns, and by

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other persons lawfully using the same, nor will he prevent access to said utilities within the above-mentioned bounds for the purposes aforementioned.

c. Grantors, for themselves, their successors and assigns, reserve the right to pass on foot, along any shores and beaches on the premises herein conveyed. The area of the premises herein conveyed upon which such right may be exercised is set forth on a certain plan recorded at the Cumberland County Registry of Deeds, Plan Book 104, Page 25. See agreement of Peter L. Murray and Martin R. Johnson, Trustees, dated April 17, 1975, and recorded at said Registry of Deeds.

d. Grantee covenants for himself, his heirs, successors and assigns, that:

(1) So long as he shall own the premises herein conveyed he will become a member of the Cushing Island Associates or their successors and pay the annual dues and assessments thereof so long as said Associates, their heirs, successors and assigns, remain constituted and so long as Seventy-Five Per Cent (75%) of the members of said Associates shall pay said annual dues and assessments, and that he will contribute his fair and reasonable portion of:

(a) any expense incurred by the Grantors their successors or assigns, to maintain land for common use, but not for capital improvements.

(b) any expense incurred by Grantors, their successors or assigns, to maintain and install utility systems or devices servicing Grantee's property.

Such fair and reasonable portion of said expense shall be determined by dividing the total of such expense by the number of property owners benefiting from and responsible for such expense.

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(2) The premises shall be used for no other purpose than one single-family dwelling.

(3) Any building or structure of any kind that shall be erected upon the premises conveyed hereunder shall have the prior approval of Grantors as to the specific plans for the structure proposed and the location thereof which approval will not unreasonably be withheld. It is the intent of the Grantors and Grantee that the aesthetic and environmental characteristics of the site be maintained.

(4) Any dwelling that shall be build upon the premises shall, as of the date of the construction of said dwelling, have a minimum cost of no less than Twenty Thousand Dollars ($20,000).

(5) No motor vehicle shall be kept or used upon the premises or elsewhere on Cushing Island.

TO HAVE and TO HOLD the said premises with all the privileges and appurtenances thereof unto the said

Peter C. Lincoln,
his heirs and assigns forever,

And we, the said Martin R. Johnson and Peter L. Murray, in our said capacity as Trustees, do hereby covenant to and with the said

Peter C. Lincoln,
his heirs and assigns forever,

that we are the lawful Trustees under said Declaration of Trust, that we have the power under said Declaration of Trust to sell and convey as aforesaid and that in making this conveyance, we have in all respects acted pursuant to the authority granted in and by the said Declaration of Trust.

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IN WITNESS WHEREOF, we, the said Martin R. Johnson and Peter L. Murray, Trustees as aforesaid, hereunto set our hands and seals this 17 day of April, 1975.

Trustee

Trustee

STATE OF MAINE
CUMBERLAND, SS.

April 18, 1975

Personally appeared the said Peter L. Murray, Trustee, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Notary Public

APR 18 1975
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Received at 4 H 24 M PM, and recorded in
BOOK 3669 PAGE 203. Acting Register