

**DECLARATION OF EASEMENTS,  
COVENANTS AND RESTRICTIONS**

**THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS** (this "Declaration"), dated as of May 25, 2010, 2008, is made by **WAYFARER MARINE CORPORATION**, a Maine corporation ("Wayfarer Marine") and **WAYFARER PARTNERS, LLC**, a Maine limited liability company ("Wayfarer Partners", and collectively with Wayfarer Marine, the "Declarant").

**RECITALS**

A. Declarant owns certain real property situated in the Town of Camden, Knox County, Maine, commonly known, and referred to herein, as the "Bean Yard", which land is depicted on the plan attached hereto as Exhibit A (the "Bean Yard Plan"). That portion of the Bean Yard lying within 276 feet of the current "Harbor Line", as such term is defined in the current version of the Zoning Ordinance of the Town of Camden, is intended to be available for marine related development, and is depicted on the Bean Yard Plan, and referred to herein, as the "Area of Agreement". The Area of Agreement is legally described on Exhibit B attached hereto. That portion of the Bean Yard that lies more than 276 feet from the current Harbor Line (the "Residential Use Parcel") is intended to be available for residential and related uses and such other uses as the Town of Camden shall permit from time to time. The "Residential Use Parcel" is depicted on the Bean Yard Plan and is legally described on Exhibit C attached hereto.

B. The Camden Select Board has approved proposed changes to the Zoning Ordinance of the Town affecting the Harbor Business District (the "Zoning Amendment") and has authorized such Zoning Amendment to be voted upon by the residents of the Town. The Zoning Amendment, if approved by the Town, would permit residential uses within the Harbor Business District so long as such uses are more than 276 feet from the "Harbor Line," as such term is defined in the Zoning Ordinance of the Town of Camden, and subject to certain other conditions, as more fully set forth in the Zoning Amendment and existing Land Use Ordinances that remain unaffected by said amendment. It is anticipated that the proposed Zoning Amendment would be voted upon by the residents of the Town in June, 2008.

C. Declarant wishes to provide assurances to the Town that, if the Zoning Amendment is passed and duly adopted, Declarant will not impose restrictions on the Area of Agreement for the benefit of the Residential Use Parcel or any other property, person or entity, that would have a material adverse effect on marine use and development on the Area of Agreement.

D. Declarant also wished to provide for an easement to the Town to accommodate the turnaround of vehicles, as described herein.

**NOW THEREFORE**, Declarant hereby declares that the Bean Yard is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions set forth in Section 1 below (sometimes referred to herein as the "Covenants and Restrictions"). The Covenants and Restrictions shall run with the Bean Yard and shall be binding on all parties having any right, title and interest in and to the Bean Yard or any portion thereof, and their heirs, personal representatives, successors and assigns. Any present or future owner of the Bean Yard or any

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portion thereof, by the acceptance of a deed of conveyance of all or any part of the Bean Yard or any interest therein, whether or not the deed shall so express, shall be deemed to have accepted the Property subject to the Covenants and Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Covenants and restrictions hereinafter set forth.

1. **Restrictions on View Easements and Encumbrances.** So long as the conditions set forth in Section 2 below are satisfied, Declarant, for themselves and their respective successors and assigns, agree that the owner of the Area of Agreement shall not grant, for the benefit of the Residential Use Parcel or any other property, person or entity, any view easement or use limitation or encumbrance, except as may be required by the Ordinances of the Town of Camden, or impose any other encumbrance on the Area of Agreement for the benefit of the Residential Use Parcel or any other property, person or entity, which view easement or encumbrances, individually or in the aggregate, would have a material adverse impact on the development or use of the Area of Agreement for marine related uses. For the purposes of this Section 1 only, "material adverse impact" shall be in part defined as including but not limited to any encumbrance that will limit the square footage of land on the Area of Agreement that could lawfully be used or available at present or in the future for non-residential, marine use or commercial development.

2. **Conditions Precedent.** The restrictions set forth in Section 1 above, and the "Turnaround Easement" granted in Section 4 below, are conditioned upon, and shall only be effective:

(a) If the Voters of the Town of Camden pass the Zoning Amendment in the form approved by the Camden Select Board on April 22, 2008; and

(b) For only so long as no subsequent ordinance or rule is passed by the Town of Camden or otherwise made effective that would have a material adverse effect on the ability to develop the Residential Use Parcel for residential uses or the Area of Agreement for marine related development. This condition in this Section 2(b) shall not be construed to limit or modify the Home Rule authority of the Town of Camden to lawfully adopt, amend or modify Land Use Laws or Zoning in the future that would affect the property that is the subject of this Agreement.

3. **Enforcement.** The Town of Camden may enforce the Covenants and Restrictions set forth in Section 1 above.

4. **Turnaround Easement.** Declarant hereby grants to the Town a non-exclusive easement and right of way over the "Turnaround Area" (as defined below) for the purpose of providing an area for vehicles accessing the public boat landing at the end of Steamboat Landing Road to turnaround. The Turnaround Area is described on Exhibit D attached hereto and is depicted on the Bean Yard Plan. Such easement shall be upon, and shall be subject to, the following terms and conditions:

(a) The use of the Turnaround Area shall be for the turning around of vehicles only. No parking, stopping or standing of vehicles shall be permitted, except for minor and incidental stopping to allow for the securing of trailers or boats;

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(b) Declarant shall have the right to post reasonable rules and regulations with respect to the use of the Turnaround Area to promote safety and harmony of use;

(c) Declarant shall have the right to modify and relocate the Turnaround Easement from time to time to accommodate development of the Area of Agreement; provided, however, that any such modification or relocation shall be in close proximity to the Turnaround Easement Area as depicted on the Bean Yard Plan and shall be generally of the same size and configuration; and

(d) The Town and the public shall enter upon the Turnaround Area at their own risk and by so doing, shall be deemed to have released Declarant from any liability, damage or loss resulting from such use of the Turnaround Area. The parties acknowledge that the use of the Turnaround Area is a "recreational activity", as such term is defined in 14 M.R.S.A. Section 159-A, and that Declarant shall be entitled to the limitations of liability set forth in said statute.

5. **Binding Effect.** The Covenants and Restrictions set forth herein shall be binding on any present or future owner of the Bean Yard, or any portion thereof. If the Bean Yard is at any time owned by more than one owner, each owner shall be bound by the foregoing Covenants and Restrictions.

6. **Amendment.** The provisions contained in this Declaration may only be amended or revoked with the prior approval of the Town of Camden, except as provided in Section 2 above. Such amendment or revocation shall be effective only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Bean Yard and by the Town of Camden.

7. **Effective Provisions of Declaration.** Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a covenant running with the land as a burden with and upon the title to the Bean Yard.

8. **Successors and Assigns.** This Declaration shall be binding upon and shall inure to the benefit of Declarant and its successors and assigns.

9. **Severability.** Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity of enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

10. **Governing Law.** This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the said Wayfarer Marine Corporation and Wayfarer Partners, LLC, have caused this instrument to be signed and sealed as of the date set forth in the introductory paragraph hereof.

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WAYFARER MARINE CORPORATION,  
a Maine corporation

WAYFARER PARTNERS, LLC, a Maine  
limited liability company

By: [Signature]  
Name: SHANE FLYNN  
Its:

By: [Signature]  
Name: SHANE FLYNN  
Its:

STATE OF MAINE  
COUNTY OF Knox, ss

On 5-25-10, 2008, then personally appeared the above named  
Shane G. Flynn as Owner of Wayfarer Marine Corporation  
and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity  
and the free act and deed of said corporation.

Before me,

[Signature]  
Notary Public

Typed or Printed Name  
NANCY A. GLEASON  
NOTARY PUBLIC  
MAINE  
MY COMMISSION EXPIRES JUNE 20, 2011

SEAL

STATE OF MAINE  
COUNTY OF Knox, ss

On 5-25-10, 2008, then personally appeared the above named  
Shane G. Flynn as Owner of Wayfarer Partners, LLC and  
acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and  
the free act and deed of said limited liability company.

Before me,

[Signature]  
Notary Public

Typed or Printed Name

NANCY A. GLEASON  
NOTARY PUBLIC  
MAINE  
MY COMMISSION EXPIRES JUNE 20, 2011

SEAL

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**EXHIBIT A  
BEAN YARD PLAN**

**PLAN REQUIREMENTS**

1. All structures shall be set back from the street frontage by a minimum of 10 feet.

2. All structures shall be set back from the side and rear property lines by a minimum of 5 feet.

3. All structures shall be set back from the water by a minimum of 25 feet.

4. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

5. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

6. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

7. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

8. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

9. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

10. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

**STANDARD NOTES**

1. All structures shall be set back from the street frontage by a minimum of 10 feet.

2. All structures shall be set back from the side and rear property lines by a minimum of 5 feet.

3. All structures shall be set back from the water by a minimum of 25 feet.

4. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

5. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

6. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

7. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

8. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

9. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

10. All structures shall be set back from the adjacent property lines by a minimum of 5 feet.

CAMDEN HARBOR

I, John R. French, Jr., Chairman  
of the Select Board, do hereby  
certify that this is an accurate  
and true copy.

Date: 5/7/08

V-XI	<p><b>Gartley &amp; Dorsky</b> ENGINEERS &amp; ARCHITECTS</p>	<p>WAYFARER MARINE CORP.</p> <p>PROJECT: CAMDEN HARBOR</p> <p>DATE: 5/7/08</p> <p>SCALE: AS SHOWN</p>	<p>EXHIBIT A</p>
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**EXHIBIT B**

**LEGAL DESCRIPTION OF  
AREA OF AGREEMENT**

**Legal Description  
Wayfarer Marine Corp. & Wayfarer Partners, LLC  
Area of Agreement**

A certain lot or parcel of land located on northeasterly side of Steamboat Landing Road and the northwesterly shore of Camden Harbor in the Town of Camden, County of Knox, State of Maine, being more particularly described as follows:

Beginning at a 5/8 inch rebar with cap marked "MJC PLS 2074" found projecting 0.5 feet above ground on the apparent northeasterly right-of-way line of said Steamboat Landing Road. Said point of beginning being South 32°14'02" East a distance of 100.00 feet from a 4 inch by 4 inch granite monument found at the intersection of said apparent northeasterly right-of-way line of Steamboat Landing Road and the apparent southerly right-of-way line of Sea Street and at the most westerly corner of land now or formerly of Jeffrey & Rosemary Weymouth as described in a deed recorded in Book 416, Page 468 of the Knox County Registry of Deeds;

Thence North 61°48'10" East along said land of Jeffrey & Rosemary Weymouth a distance of 100.00 feet;

Thence North 36°57'55" West along said land of Jeffrey & Rosemary Weymouth a distance of 66.00 feet to the apparent southerly right-of-way line of Sea Street;

Thence North 81°23'30" East along said apparent southerly right-of-way line of Sea Street a distance of 26.00 feet to a 5/8 inch rebar with cap marked "MJC PLS 2074" found projecting 0.5 feet above ground at the intersection of said apparent southerly right-of-way line of Sea Street and the apparent easterly right-of-way line of Cove Road;

Thence northeasterly along a line that is parallel with and 276 feet northwesterly from the mean high water line of Camden Harbor to land now or formerly of Robert Collins, Trustee as described in a deed recorded in Book 2418, Page 4 of the Knox County Registry of Deeds. The tie line for this course bears North 76°02'28" East a distance of 383.01 feet;

Thence South 58°02'22" West along said land now or formerly of Robert Collins, Trustee a distance of 120.78 feet to a 5/8 inch rebar found;

Thence South 26°40'38" East along said land now or formerly of Robert Collins, Trustee a distance of 187.38 feet to a 5/8 inch rebar found projecting 0.5 feet above ground;

Thence South 26°40'38" East along said land now or formerly of Robert Collins, Trustee a distance of 50 feet more or less to the mean high water line of said Camden Harbor;

Thence southwesterly, northwesterly and southwesterly along said mean high water line of Camden Harbor to land of the Town of Camden known as the "Steamboat Privilege"



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and described in a deed recorded in Book 343, Page 366 of the Knox County Registry of Deeds;

Thence southwesterly and northwesterly along said land of the Town of Camden known as the "Steamboat Privilege" to a P.K. nail found flush with the pavement at said northeasterly right-of-way line of Steamboat Landing Road. The tie line from the last mentioned 5/8 inch rebar found projecting 0.5 feet above ground at land now or formerly of Robert Collins, Trustee to the last mentioned P.K. nail found flush with the pavement bears South  $71^{\circ}42'18''$  West a distance of 352.86 feet;

Thence North  $32^{\circ}17'40''$  West along said northeasterly right-of-way line of Steamboat Landing Road a distance of 172.65 feet back to the point of beginning;

Meaning and intending to describe 2.3 acres of land being depicted as "Area of Agreement" on a plan entitled "Exhibit A, Wayfarer Marine Corp. Steamboat Landing Road, Camden, Maine" Prepared by Gartley & Dorsky Engineering & Surveying dated April 9, 2008.

Being a portion of that land of Wayfarer Partners, LLC as described in a deed recorded in Book 3102, Page 155 of the Knox County Registry of Deeds, all of that land of Wayfarer Partners, LLC as described in a deed recorded in Book 3143, Page 96 of the Knox County Registry of Deeds and all of that land of Wayfarer Marine Corp. as described in a deed recorded in Book 3102, Page 152 of the Knox County Registry of Deeds.

Together with any and all interest the grantor may have in and to the shore and flats of Camden Harbor that are appurtenant to the above described parcel.

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**EXHIBIT C**

**LEGAL DESCRIPTION OF  
RESIDENTIAL USE PARCEL**

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**Legal Description  
Wayfarer Partners, LLC**

A certain lot or parcel of land located on the easterly side of Cove Road and at the southerly end of Stetson Avenue in the Town of Camden, County of Knox, State of Maine, being more particularly described as follows:

Beginning at a 5/8 inch rebar with cap marked "MJC PLS 2074" found projecting 0.5 feet above ground at the intersection of the apparent southerly right-of-way line of Sea Street and the apparent easterly right-of-way line of Cove Road;

Thence North 08°06'30" West along said apparent easterly right-of-way line of Cove Road a distance of 274.50 feet to the intersection of said apparent easterly right-of-way line of Cove Road and the southeasterly right-of-way line of Arey Avenue;

Thence North 84°48'43" East along said southeasterly right-of-way line of Arey Avenue a distance of 12.78 feet to an iron pipe found at land of Wayfarer Marine Corp. as described in a deed recorded in Book 3070, Page 345 of the Knox County Registry of Deeds;

Thence North 83°39'07" East along said land of Wayfarer Marine Corp. a distance of 332.61 feet to a partially collapsed chain link fence at land now or formerly of Constance G. Dean as described in a deed recorded in Book 2619, Page 120 of the Knox County Registry of Deeds;

Thence southeasterly along said land now or formerly of Constance G. Dean and along said partially collapsed chain link fence to a 5/8 inch rebar with cap marked "Landmark" found projecting 0.6' above ground at the most westerly corner of land now or formerly of Robert P. Collins, Trustee as described in a deed recorded in Book 2367, Page 45 of the Knox County Registry of Deeds. The tie line of this course bears South 27°54'52" East a distance of 18.04 feet;

Thence South 25°19'11" East along said land of Robert P. Collins, Trustee a distance of 123.97 feet to a 5/8 inch rebar with cap marked "Landmark" found projecting 0.6 feet above ground at the most southerly corner of land now or formerly of Robert P. Collins, Trustee;

Thence North 64°18'50" East along said land now or formerly of Robert P. Collins, Trustee a distance of 23.43 feet to the southwesterly terminus of Stetson Avenue;

Thence South 11°40'58" East along said southwesterly terminus of Stetson Avenue a distance of 54.90 feet to land now or formerly of Robert Collins, Trustee as described in a deed recorded in Book 2418, Page 4 of the Knox County Registry of Deeds;

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Thence South  $58^{\circ}02'22''$  West along said land of now or formerly of Robert Collins, Trustee as described in a deed recorded in Book 2418, Page 4 a distance of 35.82 feet to a line that is 276 feet northerly of the harbor line of Camden Harbor;

Thence northwesterly and southwesterly along a line that is parallel with and 276 feet northerly from the harbor line of Camden Harbor back to the point of beginning. The tie line for this course bears South  $76^{\circ}02'28''$  West a distance of 383.01 feet;

Meaning and intending to describe 1.9 acres of land as shown on a plan entitled "Exhibit A, Wayfarer Marine Corp. Steamboat Landing Road, Camden, Maine" Prepared by Gartley & Doraky Engineering & Surveying dated April 9, 2008.

Being a portion of that land of Wayfarer Partners, LLC as described in a deed recorded in Book 3102, Page 155 of the Knox County Registry of Deeds.

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**EXHIBIT D**

**LEGAL DESCRIPTION OF  
TURNAROUND EASEMENT**

