

425 851

MASSACHUSETTS QUITCLAIM DEED INDIVIDUAL (LONG FORM) 882

## CONFIRMATORY DEED

We, STANLEY BURNISHAW and LYDIA BURNISHAW, husband and wife,  
 of West Tisbury, County of Dukes County, Massachusetts  
~~being unmarried~~, for consideration paid, and in full consideration of no monetary consideration  
 grant to RICHARD S. LANNAMANN

of 22 Spruce Street, Riverside, CT 06878

with quitclaim covenants

~~the land~~

[Description and encumbrances, if any]

The land with the buildings thereon, situated at West Tisbury, County of Dukes County and Commonwealth of Massachusetts, containing 4.47± Acres, and designated as Lot No. 1 on a "Plan of Land in West Tisbury, Mass. Surveyed for Stanley Burnshaw et al September 28, 1982 Scale 1" = 80' Dean R. Swift Reg'd Land Surveyor, Vineyard Haven, Mass. Revised June 2, 1983", filed with Dukes County Registry of Deeds, to which plan reference is herewith made for a more particular description.

This is appurtenant to the aforesaid Lot No. 1 the following easements:

1. An easement, in common with the Grantors and others now or hereafter entitled thereto, to use the Right of Way which extends generally east and west in the northerly portion of Lot No. 2 for all purposes for which streets or ways are used in the Town of West Tisbury. The Grantee is to share maintenance of this Right of Way in proportion to the number of users thereof.
2. An easement to tap into the utility line which extends through Lot No. 2, said tap-off to be at any point on Lot No. 1.
3. An easement to travel over and install utilities in the four (4) foot strip of land shown on the aforesaid plan as part of Lot No. 2, provided the grantee does not disturb or interfere with the underground pipe and utility line of the grantor in said four (4) foot strip. The grantors, for themselves, their successors and assigns hereby covenant that their use of the said four (4) foot strip containing the pipe and utility line shall be limited to repair and replacement of the said pipe and utility line and to providing access to the area in which the well is located. The grantors, for themselves, their successors and assigns, further consent to the grantee, his successors and assigns, constructing a dwelling within forty (40) feet of the aforesaid four (4) foot strip.

The property is subject to the following reservations, which reservation are for the benefit of the Grantors, their successors and assigns:

1. An easement for the Grantors and/or their guests to cross Lot No. 1 to James Pond and to use the pier and Pond for recreational purposes. The Grantors are to be permitted to store a canoe with its equipment on the shore in a location accessible to the Pond. (This easement does not extend to successors and assigns).
2. An easement to enter on the land to be conveyed in the area where there is an underground pipe and utility line, if such entry becomes necessary, for the purpose of repair or replacement of said line, provided (1) the premises are restored to their original condition; and (2) the Grantors notify the Grantee in advance of any entry if the nature of the work or maintenance is such that notice can be provided.
3. An easement to maintain on Lot No. 1 the utility line on the premises, subject to the rights of those entitled thereto to tap into the line and to perform the necessary repair and replacement, and subject further to agreement of record as to use.

(\*Individual — Joint Tenants — Tenants in Common.)

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4. The easements for the Right of Way and the 15 foot Pole Line Easement shown on the aforesaid plan which is subject to the right of all those entitled thereto.
5. There is granted the following personal easement:
  - a) An easement to the Grantee, for as long as he is owner of the aforesaid Lot No. 1, to use the Way on the Southerly section of Lot No. 2 for egress by foot only to Lot No. 1. This easement is to be in common with the Grantors, their successors and assigns, and said use is to be exercised only by the Grantee and members of his family.

The above described premises are subject to the following restrictions:

1. In the event that two dwellings are built on the said lot, only one dwelling may be rented at any one time.

The Grantors and the Grantee shall endeavor to maintain the peacefulness, quiet and serenity of the area that attracted both parties to the property originally, especially in regard to any prospective tenants. This must have priority over any other consideration.

Peacefulness, quiet and serenity are defined as the absence of excessively loud music for cassettes or other means of mechanical or electronic reproductions or amplified music.

Meaning and intending to confirm and ratify our deed dated July 18, 1984 and recorded with Dukes County Registry of Deeds in Book 417, Page 617, which deed, through inadvertence omitted certain easements and or covenants.

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Witness ..... Our ..... hands and seals this 15th day of February, 1985

Stanley Burnshaw

Lydia Burnshaw

*Dade*  
The Commonwealth of Massachusetts

Dukes County,  
Miami, Florida

February 15th, 1985

Then personally appeared the above named STANLEY Burnshaw and LYDIA BURNshaw

and acknowledged the foregoing instrument to be ~~his~~ their free act and deed, before me

*Bernita Byles*

Notary Public — Justice of the Peace

My Commission Expires 2-14 1988

Edgartown, Mass. March 11 1985  
at 3 o'clock and 00 minutes P.M.  
Received and entered with Dukes County Deeds  
book 425 Page 851

Attest:

*Dwight W. King*  
Register

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 197 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.