

**WARRANTY DEED**  
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that RIVERTRAILS, INC., a Maine corporation with a place of business in Portland, Maine (hereinafter referred to as “Grantor”), for consideration paid, grants to DIVERSIFIED PROPERTIES, INC., whose mailing address is P.O. Box 10127, Portland, ME 04104 (hereinafter collectively referred to as “Grantee”), with warranty covenants, the land, and any improvements thereon, situated in Portland, Cumberland County, Maine, described as follows:

A certain lot or parcel of land located in Portland, Cumberland County, Maine, described as follows:

Lot 20, as depicted on a certain plan entitled “Riverwalk Subdivision Plan,” sheets 1-2, prepared by Titcomb Associates, dated October 25, 2005, revised through February 24, 2006, and recorded in the Cumberland County Registry of Deeds in Plan Book 206, Pages 412-413 (hereinafter referred to as the “Plan”).

For Grantor’s source of title, reference is made to a deed from Lloyd B. Wolf to Grantor, dated June 6, 2006, recorded in the Cumberland County Registry of Deeds in Book 24080, Page 166, and specifically Parcel B described therein.

Reference is herein made to Private & Special Laws of Maine, Second Regular Session of the 120<sup>th</sup> Legislature, Chapter 62, S.P. 499-L.D. 1586, An Act to Separate Territory from the Town of Falmouth and Annex it to the City of Portland, approved April 2, 2002.

The premises are conveyed subject to, and together with: (A) any and all easements, restrictions, encumbrances, rights and privileges as are indicated on the Plan; and (B) any and all covenants, reservations, restrictions, easements, encumbrances, rights and privileges as are indicated in the “Declaration of Covenants, Restrictions and Easements, Riverwalk Subdivision, Section 1,” dated April 5, 2006, recorded in the Cumberland County Registry of Deeds in Book 23889, Page 335, as amended by “First Amendment To Declaration of Covenants, Restrictions and Easements, Riverwalk Subdivision, Section 1,” dated October 3, 2006, and recorded at said Registry of Deeds in Book 24532, Page 134 and “Second Amendment to Declaration of Covenants, Restrictions and Easements, Riverwalk Subdivision, Section 1,” dated February 15, 2013 and recorded at said Registry of Deeds in Book 30565, Page 338.

The premises are conveyed subject to the following:

1. The terms and provisions of a certain “Conditional Zone Agreement,” dated July 11, 2005, between the City of Portland and Lloyd B. Wolf, recorded in the Cumberland County Registry of Deeds in Book 22894, Page 133. The City of Portland shall have the right to enforce restrictions on the premises, as such restrictions are set forth in the

Conditional Zone Agreement, and the owner of the premises shall be responsible for restoration of the premises and payment of the City's reasonable attorney's fees.

2. The following restrictions included as set forth in and required by note 10 on the Plan:

No tree cutting, grading, disturbance to vegetation or ground cover shall take place within the "Do Not Disturb Areas" as shown on the Plan. Storm damaged trees may be removed only if they represent a potential hazard to property or residence. No concentrated runoff shall be directed to these areas. This restriction shall appear in the legal description for the premises hereby conveyed for all future conveyances.

3. The following restrictions included as set forth in and required by note 14 on the Plan:

The owners of lots 17-23 shall be required to retain a licensed Maine Land Surveyor to lay out and certify the location and elevation of each foundation for each proposed house in order to ensure that said locations and elevations conform to approved site plan submissions. The owners of lots 18-23 shall also be required to retain a Maine licensed civil engineer or landscaped architect to assist in the design of the improvements on their lots. The owners of these lots shall also retain that professional to provide construction phase services including, but not limited to, periodic site inspection for adherence to all required erosion and sedimentation control measures and to address any changes in field conditions which require modification to the design of the lot improvements. Site inspection requirements will not apply to lot 17, unless the Portland Planning authority determines in writing upon submission of a lot site plan that these services are required due to the location of the improvements on the lot, site conditions, grading and proposed building elevations. At a minimum, the following site inspection must be conducted: (a) subsequent to staking of house and driveway, the installation of silt fence and prior to clearing; (b) upon completion of clearing and grubbing; (c) upon completion of rough grading; (d) upon setting the forms but prior to pouring the foundation; (e) upon completion of final grading; (f) upon completion of surface restoration; and (g) prior to removal of erosion control measures. The professional (civil engineer or landscape architect) shall provide a written statement to the Portland Planning Authority upon completion of construction of lot improvements affirming that the work is in substantial conformance to the approved plans and that all conditions of approval have been satisfied. This requirement shall appear as a note in all property deeds, except lot 17.

4. Private drainage easements as shown on the Plan, and as described in note 15 of the Plan. Tree clearing or vegetation disturbance, filling, regrading, construction of buildings, or other obstructions shall be prohibited (except as allowed pursuant to note 10 of the Plan) within the private drainage easements unless approved in writing by the City of Portland Planning Department under site plan review. This restriction shall be specifically included in applicable legal descriptions.

5. Transformer Easement as shown on the Plan.

6. Rights and easements granted to New England Telephone and Telegraph Company and Central Maine Power Company in an instrument dated December 29, 1955 and recorded in the Cumberland County Registry of Deeds in Book 2276, Page 277, to the extent it may apply.

7. Terms and conditions of a Site Location Order dated September 16, 2005, and recorded in the Cumberland County Registry of Deeds in Book 23226, Page 170.

IN WITNESS WHEREOF, Rivertrails, Inc. has caused this deed to be executed in its name by Lloyd B. Wolf, President of said corporation, on this \_\_\_\_ day of August, 2015.

RIVERTRAILS, INC.:

By: \_\_\_\_\_  
Lloyd B. Wolf  
Its duly authorized President

\_\_\_\_\_  
Witness

STATE OF MAINE  
CUMBERLAND, ss.

August \_\_, 2015

Then personally appeared before me the above-named, Lloyd B. Wolf, President of Rivertrails, Inc., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the corporation.

\_\_\_\_\_  
Notary Public/Attorney at Law  
Printed Name: \_\_\_\_\_

