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DEBRA ANDERSON  
REGISTER OF DEEDS

## WARRANTY DEED

### KNOW EVERYONE BY THESE PRESENTS, That,

Janice M. Auger and Kevin C. Little,  
of 29 Winding Creek Lane, Biddeford, ME 04005

for consideration paid, grant(s) to

**Adam R. Swanson and Alicia M. Mathosian-Swanson,**  
of 24B Old Dennett Road South, Kittery, ME 03904

with **warranty covenants, as Joint Tenants with Rights of Survivorship**, the following described property:

A certain lot or parcel of land, together with the buildings thereon, situated on Winding Creek Lane, so-called, in Biddeford, York County, Maine, and being Lot Fourteen (14) as shown and depicted on a plan entitled "Final Plan, Winding Creek Subdivision, Robin Circle, Biddeford, Maine", dated April 2006, prepared by BH2M Engineers and being recorded in the York County Registry of Deeds at Plan Book 321, Page 50, as modified by plans recorded at Plan Book 341, Page 19 and Plan Book 341, Page 46, to which Plans and the record thereof reference is hereby made for a more particular description of the within conveyed premises.

Except as may be modified by the terms and conditions of Exhibit A attached hereto, the above described premises are conveyed together with the right, in common with Gervais Dube Properties, Inc., its successors and assigns, and all other lot owners as shown on said Plan in and to the use of the streets and ways as shown on said Plan, for the purposes of ingress and egress, by foot or in vehicles, and the use, introduction, placement, maintenance, repair and replacement of all utility services customarily placed over, on or under such streets or ways for service to the within conveyed premises.

The above described premises are conveyed subject to those restrictions set forth in Exhibit A attached hereto and made a part hereof and all conditions, restrictions and reservations of Planning Board Approval or other items in the nature of restrictions, easements or conditions, as shown on said Plan as "NOTES" or otherwise, including, but not limited to the various drainage easements, easement for access and utilities to benefit other land labeled "E & R Development Corp., Book 3458, Page 43" and "Remaining Land of Gervais Dube Properties, Inc.", on said plan and the right to maintain filter fields for storm water drainage and management within the limits of the said drainage easements.

The within Grantor reserves for itself, its successors and its specific assigns, the right to use any easement areas shown on said Plan for purposes not inconsistent with the purpose of such easement such as, for instance, for access to other land, and also reserves the right, subject to any necessary municipal approvals, to relocate and reconstruct any easement areas shown on said Plan which lie on land it owns or controls, provided that such relocation and reconstruction shall be done in such a manner and fashion that it shall not materially impair or adversely affect any existing use of the easement area by other owners on said Plan. The Grantor further reserves for itself, its successors and specific assigns title to all streets and ways shown on said Plan, it having dedicated the same as public streets and ways pending acceptance by the city of Biddeford.

The above described premises are hereby conveyed: (1) subject to such utility service easements or other easements or rights-of-way on, over, under or across said property as may now have any legal existence, including but not limited to; Easements set forth in deed of Cheney East Corporation and Peter N. Floros, Jr., d/b/a Biddeford West to Biddeford West Family Limited Partnership dated December 12, 1995 and recorded at Book 8060, Page 10; Rights and easements set forth in deed of Harold L. Osher to the Inhabitants of the City of Biddeford dated August 15, 1977 and recorded at Book 2239, Page 34; Rights and easements set forth in deed of Bowdoin Realty and Investment, Inc. to the City of Biddeford dated September 18, 1963 and recorded at Book 1567, Page 1; Rights and easements set forth in deed of Biddeford Family Limited Partnership to Gervais Dube Properties, Inc., dated June 25, 2001 and recorded at Book 10746, Page 109; Rights and easements set forth on plan entitled "Final Plan, Harold Avenue Terrace" dated March 2001 and recorded at Plan Book 263, Page 6; Rights and easements set forth in deed of Gervais Dube Property (sic), Inc. to Central Maine Power Company and Verizon dated November 16, 2001 and recorded at Book 11366, Page 005; Rights and easements set forth in deed of Gervais Dube Properties, Inc. to Central Maine Power Company and Verizon dated November 20, 2002 and recorded at Book 12335, Page 220; Rights and easements set forth in deed of Gervais Dube Properties, Inc. to the City of Biddeford dated January 7, 2003 and recorded at Book 12434, Page 347; Matters set forth in Department of Environmental Protection Order dated February 7, 1992 and recorded at Book 5978, Page 153, as amended by Order recorded at Book 7005, Page 181; Matters set forth in Order of Department of Environmental Protection dated August 8, 2001 and recorded at Book 10937, Page 91; Matters shown and depicted upon plan entitled "Winding Creek Subdivision" dated April, 2006 and recorded at Plan Book 321, Page 50; Matters set forth in Order of Department of Environmental Protection dated May 25, 2007 and recorded at Book 15179, Page 437; Rights and easements set forth in deed of Gervais Dube Properties, Inc. to Central Maine Power Company and Verizon, N.E. dated October 2, 2007 and recorded at Book 15290, Page 179; Rights and easements set forth in deed of Gervais Dube Properties, Inc. to Central Maine Power Company and Verizon, N.E. dated October 23, 2007 and recorded at Book 15329, Page 609; (2) together with the benefit of any appurtenant utility service easements or other easements or rights-of-way; and (3) subject to all federal, state and local land use statutes, ordinances and regulations.

The within Grantor reserves for itself, its successors and its specific assigns, to reconfigure any lots which remain in its ownership; subject, however, to any necessary municipal approvals and its use of any portion of any lot or lots which remain in its ownership for access to adjacent land. No lot may be reconfigured or subdivided without the consent of the within Grantor, its successors and specific assigns.

Further reserving unto the Grantor, its successors and assigns, a certain 10 foot wide drainage easement to construct, use, maintain and repair drainage swales, drainage structures and field inlets and piping, together with a right of entry by persons on foot or in vehicles with all the equipment necessary or reasonable required to accomplish the purposes of this easement over, on, across and under a certain portion of Lot #14 shown on the plan entitled "Amended Plan, Winding Creek Subdivision, Robin Circle, Biddeford, Maine" as recorded at Plan Book 341, Page 19 (see also Exhibit to Deed recorded at Book 16566, Page 978); said 10 foot wide drainage easement being more particularly described as follows:

BEGINNING at a point on the southwesterly sideline of Lot #14 and on the northeasterly sideline of Lot #12; said point of beginning being N 39 degrees 50' 40" W a distance of 88.88 feet from a capped iron rod set (PLS #2190) on the northwesterly sideline of Winding Creek Lane, so-called, at the southerly comer of Lot #14 and the northeasterly comer of Lot #12 as shown on aforesaid plan;

THENCE N 39 degrees 50' 40" W along Lot #12 a distance of 10.22 feet to a point;

THENCE N 62 degrees 08' 16" E across Lot #14 a distance of 77.56 feet to a point;

THENCE S 75 degrees 22' 22" E across Lot #14 a distance of 28.62 feet to a point and the southwesterly sideline of Lot #16;

THENCE S 48 degrees 09' 08" E along the southwesterly sideline of Lot #16 a distance of 21.86 feet to a point;

THENCE N 75 degrees 22' 22" W across Lot #14 a distance of 44.17 feet to a point;

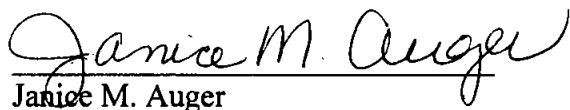
THENCE S 62 degrees 08' 16" W across Lot #14 a distance of 71.55 feet to the point of beginning.

The above described drainage easement encompasses 1109 s.f. All bearings refer to magnetic north as observed in 1990.

This easement is reserved for the benefit of the lots on the plans referred to above, including the within conveyed lot.

Meaning and intending to describe and convey the same premises conveyed to Janice M. Auger and Kevin C. Little by deed of Gervais Dube Properties, Inc., dated March 29, 2013 and recorded in the York County Registry of Deeds at Book 16566, Page 978.

Witness my hand and seal this Twenty-ninth Day of May, 2014

  
Janice M. Auger

Kevin C. Little  
Kevin C. Little

STATE OF Maine  
COUNTY OF York

On this Twenty-ninth Day of May, 2014, before me, the undersigned officer, personally appeared Janice M. Auger and Kevin C. Little known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and further acknowledged that they executed the foregoing instrument for the purposes contained therein as their free act and deed.

Erin J. Bryan  
Notary Public / Attorney at Law  
My Commission Expires:



**EXHIBIT A**

**WINDING CREEK SUBDIVISION**

**BIDDEFORD, MAINE**

Each lot in the Winding Creek Subdivision is conveyed subject to the following conditions and restrictions which shall run with and bind the premises conveyed hereby and all other lots contained on the aforementioned Plan, shall be enforceable until December 31, 2035, and Gervais Dube Properties, Inc., its successors and assigns, and all other lots owners on said plan shall have the right at any time or times to proceed at law or in equity against any person violating or attempting to violate any of the provisions hereof and to compel compliance with the terms hereof, but said Gervais Dube Properties, Inc., its successors and assigns, shall be under no obligation to enforce any of said restrictions :

1. No structures except single family residences and structures ordinarily appurtenant thereto shall be built or erected upon each numbered lot herein conveyed. The main living structure shall contain at least 1,100 square feet of living area, if a single story structure, and at least 750 square feet of living area on each floor, if a two story structure. Living area shall not include basements, garages, porches, breezeways or decks and the areas must be suitable, when finished, for occupancy on a year round basis. In addition, if the structure is single story structure, a garage shall be built at the original time of construction.

2. No building or structure of any type shall be erected, placed or permitted to remain on the above described premises unless the exterior finish and design and placement of such building or structure on the lot shall be approved by Gervais Dube Properties, Inc., its successors or assigns, or by its duly authorized agent. The approval required by this paragraph shall only apply until such time as Gervais Dube Properties, Inc., or its successors or specific assigns shall cease to have any ownership interest in the real property as shown on said recorded Plan and this restriction does not necessitate the approval in any form of any other lot owner on said Plan.

3. The Grantees herein agree to complete all building construction and landscaping within twelve (12) months from the beginning of construction. Completion, as used herein, includes, but is not limited to, porches, steps, decks, platforms, carports and other outside living terraces. All driveways shall be tarred with a base and finish coat within two (2) years of the commencement of construction.

4. No junk or abandoned vehicles or vehicles of a size larger than one (1) ton in size nor accumulations of trash or debris shall be allowed on said premises.

5. No animals other than ordinary household pets (and such pets not to exceed two in number) may be kept, boarded or otherwise maintained on the premises.

6. No mobile homes shall be placed on the property at anytime; provided, however, that trailers used for camping or so-called recreational vehicles, boats, trailers or similar vehicles may be stored upon the property provided they are suitably screened.

7. Each owner of a lot in Winding Creek Subdivision shall be a member of the Winding Creek Homeowners' Association, (the "Association") a Maine not-for-profit corporation upon its formation, if it shall be formed by Gervais Dube Properties, Inc. or its specific assigns. Each lot owner shall have one vote in the Association for each lot owned. The Association shall be charged with the costs of maintenance, repair, replacement and snow plowing of the roadway in the Subdivision, but not the initial installation cost thereof, as well as the cost of handling and removal of household trash and wastes, in the event the road is not accepted by the City of Biddeford or in the event municipal trash pick-up is no longer offered as a municipal service and shall also be responsible for the maintenance and landscaping of all entrance areas, esplanades and boulevards, the maintenance, repair and replacement of all common mailbox systems and any appurtenances thereto and the maintenance, repair and replacement of all surface and subsurface drainage systems such as the filter beds. Such drainage systems shall include street stormwater drainage and the Association shall prepare and implement a maintenance plan which plan shall be reviewed by the Director of Public Works of the City of Biddeford and logs of work performed shall be sent to such Director.

It is understood that, initially, there shall be no curbside trash pickup in the Winding Creek Subdivision will be provided by the City of Biddeford and no owner shall place such owner's trash or garbage at or near Robin Circle where curbside trash pickup is presently offered. In the event, a dumpster shall be located within the subdivision to accept household wastes and trash generated by the owners in the subdivision, the location thereof must be approved by the City Planner.

*Adam & Alicia Swanson  
29 Winding Creek Lane  
Biddeford, ME 04005*

*6/19/05  
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