

**WARRANTY DEED**  
Maine Statutory Short Form

**KNOW ALL BY THESE PRESENTS**, that **JAMES H. PRICE** of Cumberland, County of Cumberland, State of Maine, for consideration paid, grants to **J. DAVID LINDSEY** and **KRISTINA E. LINDSEY**, both of Falmouth, County of Cumberland and State of Maine, whose mailing address is 372 Falmouth Road, Falmouth, Maine 04105, with **warranty covenants, as joint tenants** a certain lot or parcel of land together with any buildings thereon situated in Cumberland, County of Cumberland, State of Maine, described as follows:

A certain lot or parcel of land located on the southeasterly side of Harris Road in the Town of Cumberland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a 5/8" reinforcing rod with identification cap number 1273 found on the southeasterly sideline of Harris Road at the northerly corner of land now or formerly of Scott Lindsay and Associates as described in a deed as described in a deed recorded in the Cumberland County Registry of Deeds in Book 16238, Page 197; thence:

(1) S 55° 40' 38" E by said land of Lindsay Associates a distance of Seven Hundred Forty-Four and 53/100 (744.53) feet to the northwesterly sideline of land now or formerly of Norton H. Lamb, Jr. as described in a deed recorded in said Registry in Book 6468, Page 137 and a 5/8" reinforcing rod with identification number 1273;

(2) N 34° 24' 39" E by land of said Lamb a distance of Five Hundred Thirty-Three and 34/100 (533.34) feet to the southerly corner of land now or formerly of John C. Gall and Leslie C. Gall as described in a deed recorded in said Registry in Book 15419, Page 116 and a 5/8" reinforcing rod with identification cap number 1273;

(3) N 56° 31' 39" W by land of said Gall a distance of Three Hundred Fifty-Three and 18/100 (353.18) feet to a reinforcing rod with identification cap number 2271 set at the easterly corner of a lot containing 2.75 acres now or formerly of 92 Exchange Street Limited Partnership as described in a deed recorded in said Registry in Book 24310, Page 240;

(4) S 33° 28' 21" W a distance of Three Hundred and 00/100 (300.00) feet to a 5/8" reinforcing rod with identification cap number 2271 set at the southerly corner of said 92 Exchange Street Limited Partnership land;

(5) N 56° 31' 39" W a distance of Four Hundred and 00/100 (400.00) feet to a 5/8" reinforcing rod with identification cap number 2271 set on the southeasterly sideline of Harris Road;

MAINE REAL ESTATE TAX PAID

(6) S 33° 28' 21" W by said Harris Road a distance of Two Hundred Twenty-Two and 22/100 (222.22) feet to the point of beginning.

The above-described parcel contains 6.32 acres and is a portion of the property described in a deed to James H. Price recorded in said Registry in Book 7683, Page 268. Bearings are referenced to Grid North.

This conveyance is made with the **BENEFIT** of the following **EASEMENT**:

Grantor grants to the Grantees herein, with **QUITCLAIM COVENANT**, an easement, to be used in common with the Grantor, his heirs and assigns, and with others who have been or will be granted an easement or a right of way, over the land now or formerly of Jacqueline Laird Price in Cumberland, County of Cumberland and State of Maine, described as follows:

The southerly sideline of the strip of land subject to said easement to begin on the easterly sideline of Longwoods Road at a point which is two (2) feet northerly of the point where Longwoods Road is intersected by the boundary line between land conveyed to Jacqueline Laird Price by deed of Paul Charczenko dated June 10, 1987, recorded in the Cumberland County Registry of Deeds in Book 7820, Page 10 and land conveyed to Thomas Greenlaw by deed of Gene R. Villacci dated February 27, 1973, recorded in the said Registry of Deeds in Book 3363, Page 280; thence North 85 degrees 18 minutes 50 seconds East and parallel to said boundary line between Jacqueline Laird Price and Greenlaw three hundred (300') feet to a point; thence South 79 degrees 26 minutes 10 seconds East to the northwesterly sideline of Harris Road. The northerly sideline of the strip of land subject to said easement shall extend from Longwoods Road to Harris Road and shall at all times be parallel with and fifty (50') feet from said southerly sideline or extensions thereof, said strip of land to be fifty (50') feet in width.

Said easement shall be solely for the purpose of ingress and egress by foot or by vehicle, and may be maintained by the Grantees herein, their heirs, personal representatives and assigns. Access to said easement may be controlled by gates, bars or similar devices, as deemed appropriate by Jacqueline Laird Price or her successors, in their sole discretion, or as deemed appropriate by the Harris Road Access Road and Homeowners Association or any successor formed to maintain said right of way.

**PROVIDED, HOWEVER**, that this easement is granted only so long as said Harris Road (or any extension thereof, regardless of the name) is not extended by the Town of Cumberland or by the Town of Falmouth or by any other authorized entity as a town way or public road to said Longwoods Road. If Harris Road is extended as a town way to Longwoods Road, then this easement shall terminate and shall be of no force and effect at any time thereafter.

And **FURTHER PROVIDED, HOWEVER**, that this easement is granted only so long as Grantees are paid up members in good standing of the Harris Road Access Road and Homeowners Association or any successor association formed to maintain said right of way. Refer-

ence is made to a Lease Agreement between Jacqueline Laird Price and the Harris Road Access Road and Homeowners Association dated July 21, 2005 and recorded in said Registry in Book 22940, Page 131.

This conveyance is further made **SUBJECT TO** and with the **BENEFIT OF** the following **NO CUT ZONE** provisions:

Grantor hereby makes the conveyance to Grantees **SUBJECT TO** the following covenants, which are real covenants running with the land, which shall be binding upon the within Grantees, their heirs, personal representatives and assigns, and with the **BENEFIT OF** the same covenants which were reserved to or imposed by Grantor, for the benefit of himself, his heirs, personal representatives and assigns in the deed to 92 Exchange Street Limited Partnership (hereinafter "92 Exchange") recorded in said Registry of Deeds in Book 24310, Page 240, but as to both Grantees and 92 Exchange, the covenants and negative easement only apply to that portion of the their land which is identified below:

The land conveyed to 92 Exchange abuts land conveyed to Grantees herein along the rear lot line and southwesterly sideline of the property of 92 Exchange. The land of 92 Exchange which is subject to the No Cut Zone provisions is all of that land of 92 Exchange which is within Forty (40) feet of its rear lot line or within Forty (40) feet of its southwesterly sideline. The land of Grantees herein which is subject to the No Cut Zone provisions is all of that land of Grantees which is within Sixty (60) feet of the rear lot line of 92 Exchange or within Sixty (60) feet of the southwesterly sideline of 92 Exchange. The land of 92 Exchange and land of Grantees herein which is subject to the No Cut Zone provisions is hereinafter referred to as "the No Cut Zone."

The purpose of the No Cut Zone is to retain a reasonable visual buffer between the home of the Grantees herein and the home upon the land of 92 Exchange. In the No Cut Zone no trees may be cleared or cut which are then in excess of Four (4") inches in caliper, **except that** the landowner may, if s/he so opts, from time to time: (1) cut down trees and/or remove portions thereof if reasonably necessary to remove dangerous or diseased trees, branches and/or limbs; (2) cut down and/or remove portions of coniferous trees (but not deciduous trees) on the land of 92 Exchange, its successors and assigns which exceed Forty (40) feet in height, regardless of caliper; and (3) to maintain the vitality of the No Cut Zone, take such actions as are in accordance with the standards contained within the *Tree Care Industry Association (formerly the National Arborist Association, Inc.) Standards for Tree Care Operations* then in effect. Provided, however, that neither Grantees herein, their heirs, personal representatives or assigns nor 92 Exchange, its successors or assigns shall be under any affirmative obligation to take any actions permitted in (1) - (3) above; each may opt not to cut down or remove any portions of any trees in the No Cut Zone.

Notwithstanding the foregoing, Grantees herein and 92 Exchange, for themselves and their heirs, personal representatives, successors and assigns, each shall have the right to exclusive use and possession of the portion of the No Cut Zone then owned by each, including the right to use any surface or subsurface of the No Cut Zone for any purpose, and the right to erect structures (such as, for example, fences, sheds, benches, or tree houses) within the No Cut Zone so

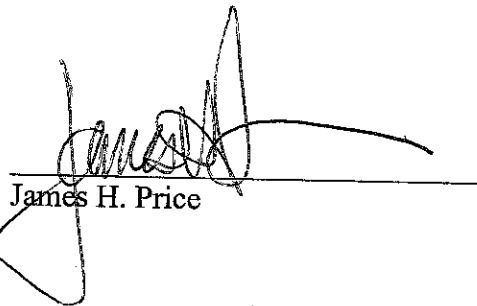
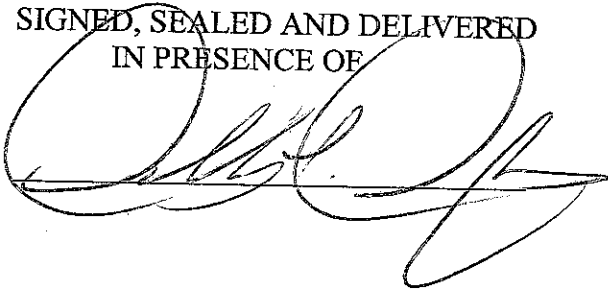
long as it does not require cutting in violation of these provisions.

This conveyance is further made with the **BENEFIT OF** a Thirty (30') foot drainage easement reserved by Grantor for himself, his heirs and assigns as more particularly described in deeds from Grantor recorded in Cumberland County Registry of Deeds in Book 11881, Page 248; in Book 12708, Page 141; and in Book 15419, Page 116, to which reference is made for a more particular description.

Full consideration paid. No spousal signature required.

WITNESS my hand and seal this 20<sup>th</sup> day of the month of October, 2006.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF



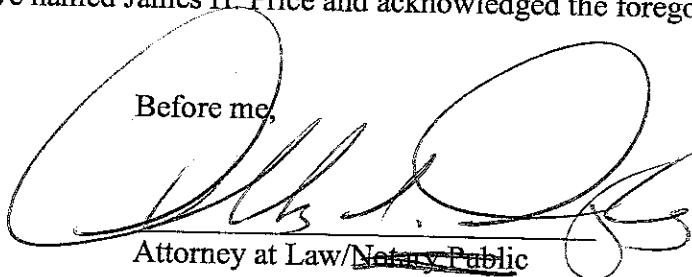
James H. Price

STATE OF MAINE  
CUMBERLAND, SS.

Oct. 20, 2006

Then personally appeared the above named James H. Price and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Attorney at Law/~~Notary Public~~

Printed name: Donnelly S. Douglas

Donnelly S. Douglas  
Attorney At Law

Received  
Recorded Register of Deeds  
Oct 24:2006 10:55:21A  
Cumberland County  
John B O'Brien