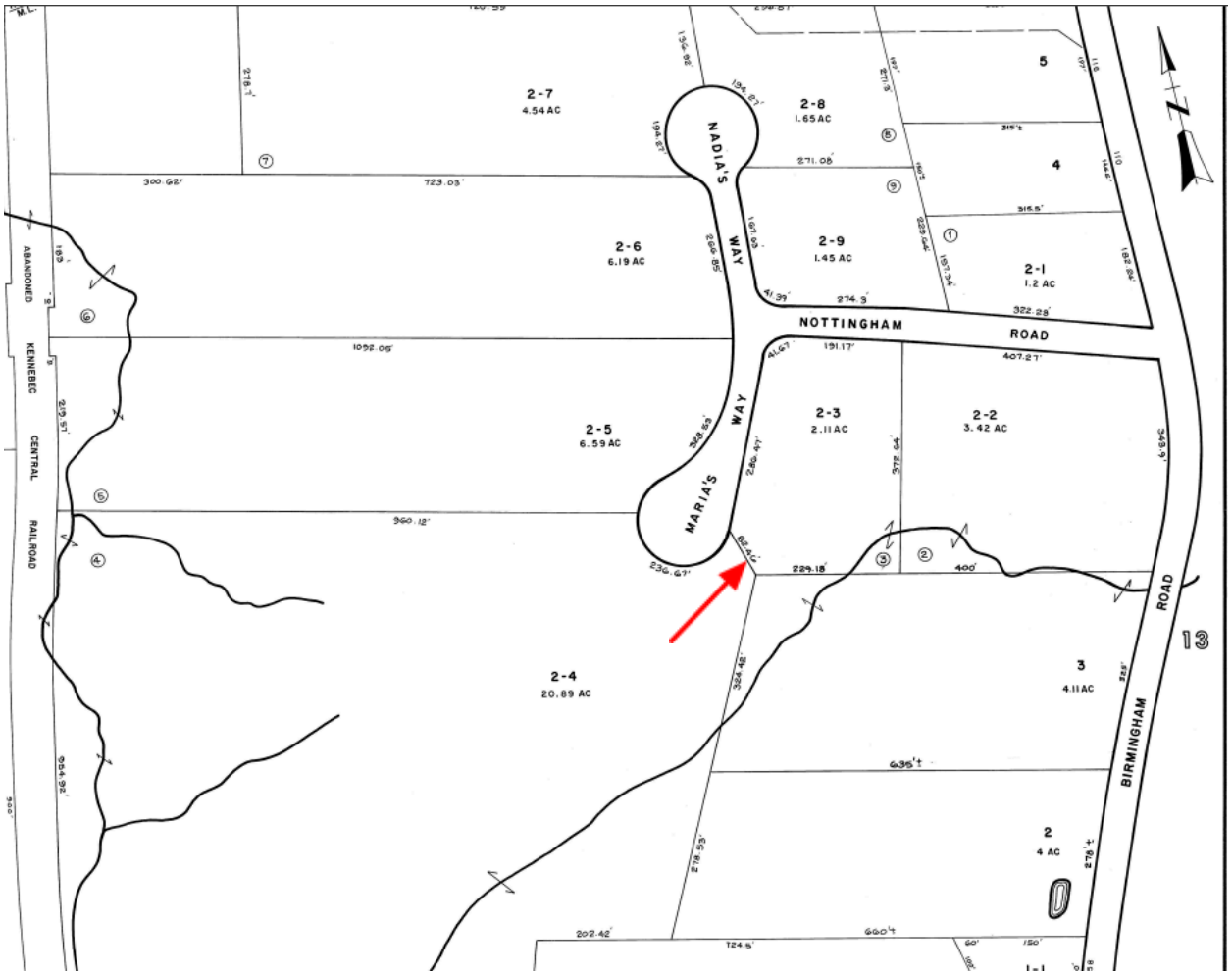
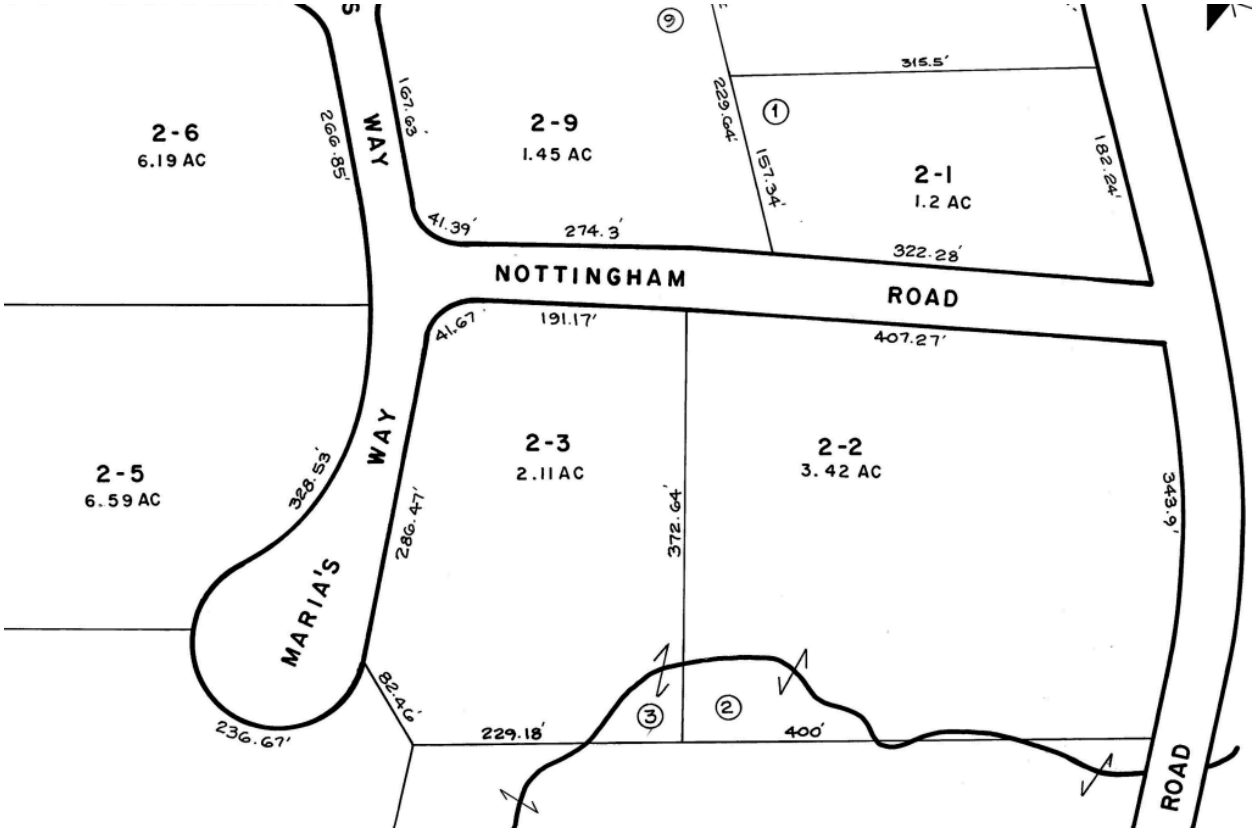
Docusign Envelope ID: 4B30E290-48D0-886B-8394-39FC698239D2

Town of Randolph
Map 8 Lot 2-3



Docusign Envelope ID: 4B30E290-48D0-886B-8394-39FC698239D2



Return to:
Matthew S. Collins
22 Nottingham Rd
Randolph, ME 04346

BK13655 PGS 266 - 269 08/04/2020 09:48:37 AM
INSTR#: 2020018571 ATTEST: BEVERLY BUSTIN-HATHEWAY
RECEIVED KENNEBEC SS REGISTER OF DEEDS
eRecorded Document

MAINE REAL ESTATE TRANSFER TAX PAID

DLN:1002040104213

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That **Aaron Smith** and **Gretel Smith**, of 22 Nottingham Road, Randolph, Maine 04346 for consideration paid, grant to

Mathew S. Collins, of 28 North Lakeview Drive, Litchfield, ME 04350, with WARRANTY COVENANTS:

A certain lot or parcel of land, with any buildings and improvements thereon, situated in Randolph, County of Kennebec and State of Maine, bounded and described as follows:

Being Lot No. 3 on the "Amended Plan, Birmingham Crossing, Birmingham Road, Kennebec County, Randolph, Maine" prepared by Capital Surveying Services, Inc., dated May 4, 2005 and recorded in the Kennebec County Registry of Deeds in Plan Book 2005, Page 58.

Please note that all house lots developed in this development, established as "Birmingham Crossing", are subject to the following covenants:

1. Minimum house size: 1 story house = 1200 square feet of living space
   1.5 story house 1200 square feet of living space on main floor
   2 story house = 900 square feet of living space on 1st floor

2. No house shall be built in excess of two stories in height.

3. All houses in this development will be of "stick-built" construction. No manufactured or pre-built housing will be permitted in this sub-division.

4. No fences of tight board construction are permitted and no fence shall exceed 8 feet in height.

5. This property is to be kept neat and clean, free from unsightly garbage, brush piles, trash, and refuge.

6. No boarding or tenant housing will be permitted. All housing will be for single-family use.

7. No place of business shall be erected or permitted on this property.

Note: The developer reserves the right to erect a house on a lot of choice for the purpose of operating a daycare facility within this development. All covenants #1-5 and 8- 15 will be adhered to by the developer. When and if the developer chooses to sell this property, the buyer will not be permitted to continue the business and will be required to adhere to all the covenants of the development.

8. No farm animals shall be permitted on this property. This includes, but is not limited to horses, cows, chickens, roosters, hens, pigs, and cattle. Only domesticated animals (cats and dogs) will be permitted.

9. Exterior construction of any kind pertaining to the erection of a house or any part thereof shall be completed within a time period of one year from the start of construction.

10. Any sewerage disposal septic system by septic tank or otherwise installed on this property shall be in accordance with all state specifications.

11. No temporary housing shall be located on this property.

12. All buildings erected on this property will be done so in compliance with town ordinances in regards to setback and sideline requirements in the town of Randolph, Maine.

13. All secondary buildings, or structures erected on this property, shall be limited to use for storage of materials owned by the buyer (detached garage, storage shed).

14. All secondary buildings will be built in a similar fashion to, and have a similar exterior appearance of, the primary building / house.

15. In the event that the property is re-sold by the buyer, the re-sale of the property shall be in accordance with the restrictions outlined in this document.

16. In the absence of the primary road being accepted by the town of Randolph, Maine, as a town approved road (public way) the owners of this property will agree, join, and contribute to a road association, to be made up of the individual land owners of the development (Birmingham Crossing) that this property is located. The purpose of said

association will be for the enforcement of the covenants outlined in this document (see deed restrictions), the proper maintenance of the road and the property immediately surrounding the road (public right of way.) Association fees will be required of all property owners on a bi-annual basis. Fees are due to the association president by January 1 and June 1 for every year of residence. A late fee of $50.00 per month will be assessed to any resident who does not pay their association dues by the end of the month that the fee was due. Fees will be pro-rated on a monthly basis for new property owners in the development who have not been a resident for the entire six-month period. Fees will be determined on a bi-annual basis by the members of the association and will be based on anticipated expenses for the upcoming six-month period. Legal action may be taken by the members of the association upon any resident of the development that refuses to pay their association fees.

Upon acceptance of the road as a town approved road (public way), the association will continue to exist solely for the purpose of the enforcement of the restrictions outlined in this document. Annual fees will not be required from the property owners from this point on and any existing sum of money in the association's account will be used for purposes agreed upon by the association members. All decisions will be made at the bi-annual meetings of the association members and require majority approval by vote to be accepted. Any association member has the right to request a special meeting in the event of a concern or known violation of the restrictions outlined in this document as part of the purchase of this property.

Meaning and intending to describe and convey the same premises conveyed to Aaron Smith and Gretel Smith, by virtue of a Warranty Deed of Chad Kempton and Linda Kempton, dated May 11, 2005 and recorded May 13, 2005 in the Kennebec County Registry of Deeds at Book 8407, Page 175.

This property is subject to the covenants as listed in Book 8407, Page 175.

This property is subject to any notes and facts as shown on plan entitled "Final Plan — Birmingham Crossing", dated March 3, 2005 and recorded in Plan Book 2005, Page 48; as revised on plan entitled "Amended Plan — Birmingham Crossing", dated April 7, 2005 and recorded in Plan Book 2005, Page 58.

This property is subject to rights and easements granted to Central Maine Power Company in an Instrument recorded in Book 8453, Page 284.

Executed this 31 day of July, 2020.

Aaron Smith

Gretel Smith

State of Maine

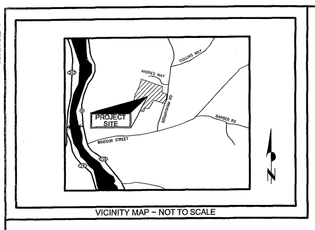
County of Kennebec

Then personally appeared before me on this 31 day of July, 2020 the said Aaron Smith and Gretel Smith and acknowledged the foregoing to be their voluntary act and deed.

Notary Public/Justice of the Peace
Commission expiration:

RYAN R. WILFORD
My Commission Expires
02-04-2022
NOTARY PUBLIC
MAINE

Docusign Envelope ID: 4B30E290-48D0-486B-8394-39FC69823902



VICINITY MAP – NOT TO SCALE

APPROVED BY TOWN OF RANDOLPH PLANNING BOARD

DATE: 4-5-05

GRANTED WAIVERS

SEE WAIVERS GRANTED BY THE TOWN OF RANDOLPH PLANNING BOARD ON FILE AT THE TOWN OF RANDOLPH MUNICIPAL OFFICES RELATED TO:

1) LOT LENGTH TO WIDTH RATIO ON LOTS 5 AND 6.
2) TO ALLOW OVERHEAD UTILITIES.
3) THE NEED TO PROVIDE WATER STORAGE FOR FIRE PROTECTION.

DETAIL A NOT TO SCALE

SEE GENERAL NOTE 1

GENERAL NOTES:

1) NORTH AS SHOWN HEREON IS BASED UPON MAGNETIC NORTH AS OBSERVED BY CAPITAL SURVEYING SERVICES, INC. MAY, 2004.
2) DETAIL SHOWN HEREON IS THE RESULT OF AN ON-THE-GROUND FIELD SURVEY PERFORMED BY CAPITAL SURVEYING SERVICES, INC. 2004 AND 2005.
3) EXISTING SUBSURFACE UTILITIES, IF ANY, OTHER THAN THOSE SHOWN HEREON HAVE NOT BEEN INVESTIGATED. SURVEYOR MAKES NO GUARANTEE CONCERNING UTILITY COMPANIES FOR ANY ADDITIONAL INFORMATION.
4) TAX MAP REFERENCE: CITY/TOWN OF RANDOLPH TAX MAP 008 LOT 002
5) LIMIT OF ZONE A SCALED FROM FEMA FIRM PANEL 230244 0001 B WITH AN EFFECTIVE DATE OF JULY 5, 1994
6) OWNER OF RECORD: CHAD & LINDA KEMPTON
99 ANDRES WAY
RANDOLPH, MAINE 04345
KCRD 7560-153

MAP REFERENCES:

1) "WOODCOCK SUBDIVISION, STANDARD BOUNDARY SURVEY FOR JOHN & COLETTE WOODCOCK." PREPARED BY WAYNE P. LIBBY, DATED MAY 6, 1998 AND RECORDED IN THE KENNEBEC COUNTY REGISTRY OF DEEDS, PLAN BOOK E-56151
2) "FAIRVIEW ESTATES MOBILE HOME PARK SUBDIVISION LT." PREPARED BY WAYNE P. LIBBY FOR DAVID & ANNE VARNEY, DATED SEPT. 5, 1990 AND RECORDED IN THE KENNEBEC COUNTY REGISTRY OF DEEDS, PLAN BOOK E-56187
3) "ANDRE'S WAY, BIRMINGHAM ROAD, RANDOLPH, ME, FOR ANDREW NADEAU." PREPARED BY LAWRENCE SURVEYING SERVICES, DATED JUNE 16, 1997 AND RECORDED IN THE KENNEBEC COUNTY REGISTRY OF DEEDS, PLAN BOOK E-57194
4) "PLAN SHOWING LOCATION OF KENNEBEC CENTRAL RAILROAD, RANDOLPH TO TOGUS, KENNEBEC CO. PREPARED BY FREDERICK DANFORTH.

LEGEND:

———	PROPERTY LINE
— — — —	BUILDING SETBACK
- - - - - -	WETLAND LOCATION
S 17°52'05" W	MEASURED BEARING
271.30'	MEASURED DISTANCE
(247.5')	DISTANCE OF RECORD
●	FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
○	REBAR CAPPED PLS #2189 TO BE SET
KCRD	KENNEBEC COUNTY REGISTRY OF DEEDS
— · — · —	STREAM CENTERLINE

REVISIONS:

NO.	DATE	

FINAL PLAN
BIRMINGHAM CROSSING
BIRMINGHAM ROAD
KENNEBEC COUNTY
RANDOLPH, MAINE

RECORD OWNER:

CHAD AND LINDA KEMPTON
99 ANDRE'S WAY
RANDOLPH, MAINE 04345

100 50 0 100 200 SCALE: 1" = 100'

DATE: 3-03-05 | DRAWN: EML | JOB NO.: 0204.00 | SHEET 1 OF 1

COMPOSED: EML | CHECK: DRR | DWG NO.: 0204.DWG

CAPITAL SURVEYING SERVICES, INC.
11 MAINE AVENUE GARDINER, MAINE 04345
(207) 582-1800

FOR REGISTRY USE ONLY

STATE OF MAINE

Kennebec, ss Registry of Deeds
Received 4-19-2005 at 9:01 A.M. and Recorded In Book 10215 Page 225
Attest Cheryl Lapierre, Register

SITE DATA:

ZONING:	RESIDENTIAL
NUMBER OF LOTS:	9
MINIMUM LOT SIZE:	30,000 SQUARE FEET
MINIMUM ROAD FRONTAGE:	150'
MAXIMUM LOT COVERAGE:	10%
MAXIMUM BUILDING HEIGHT:	35'
TOTAL PROJECT AREA:	±52.14 ACRES
FRONT YARD SETBACK:	30'
SIDE YARD SETBACK:	15'
REAR YARD SETBACK:	40'
FEMA COMMUNITY PANEL:	230244 0001 B
EFFECTIVE DATE:	JULY 5, 1994
ZONE:	X

SURVEYOR'S STATEMENT

CAPITAL SURVEYING SERVICES, INC. HEREBY STATES TO CHAD AND LINDA KEMPTON EXCLUSIVELY, THAT:

1) CAPITAL SURVEYING SERVICES, INC. HAS CONDUCTED A SURVEY OF THE PREMISES DEPICTED HEREON, UNDER MY SUPERVISION, IN THE U.S. STANDARDS OF MEASUREMENT.
2) THIS WORK, IN MY PROFESSIONAL OPINION, IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Edward M. Lawrence 4-12-05

EDWARD M. LAWRENCE DATE:
MAINE PROFESSIONAL LAND SURVEYOR #2189
CAPITAL SURVEYING SERVICES, INC
GARDINER, MAINE

This is second copy -

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

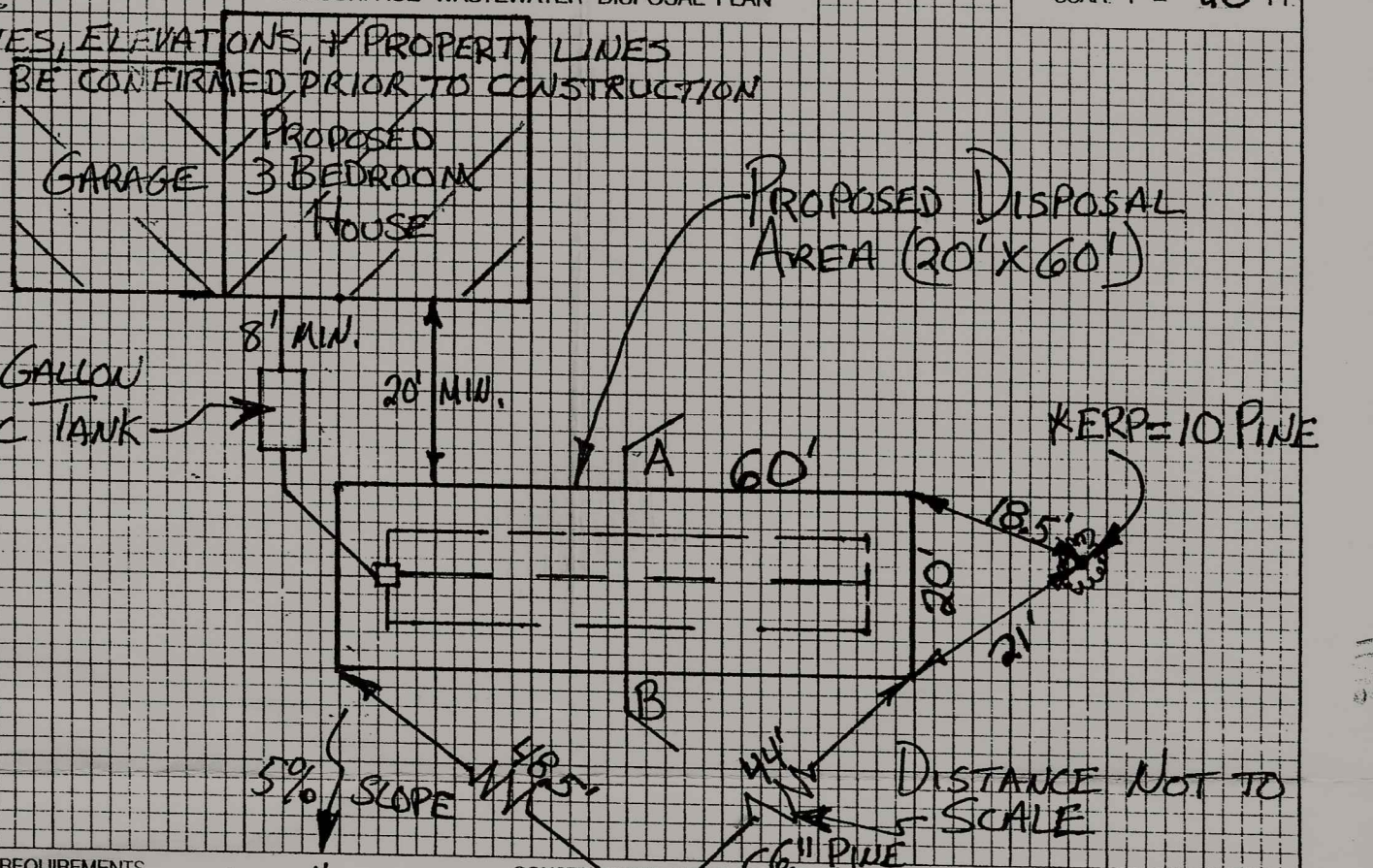
Department of Human Services
Division of Health Engineering
(207) 287-5672 FAX (207) 287-4172

Town, City, Plantation: RANDOLPH | Street, Road, Subdivision: NOTTINGHAM ROAD LOT #3 | Owner's Name: AARON SMITH

SUBSURFACE WASTEWATER DISPOSAL PLAN

SCALE 1" = 20 FT.

NOTE:
ALL TIES, ELEVATIONS, & PROPERTY LINES SHALL BE CONFIRMED PRIOR TO CONSTRUCTION

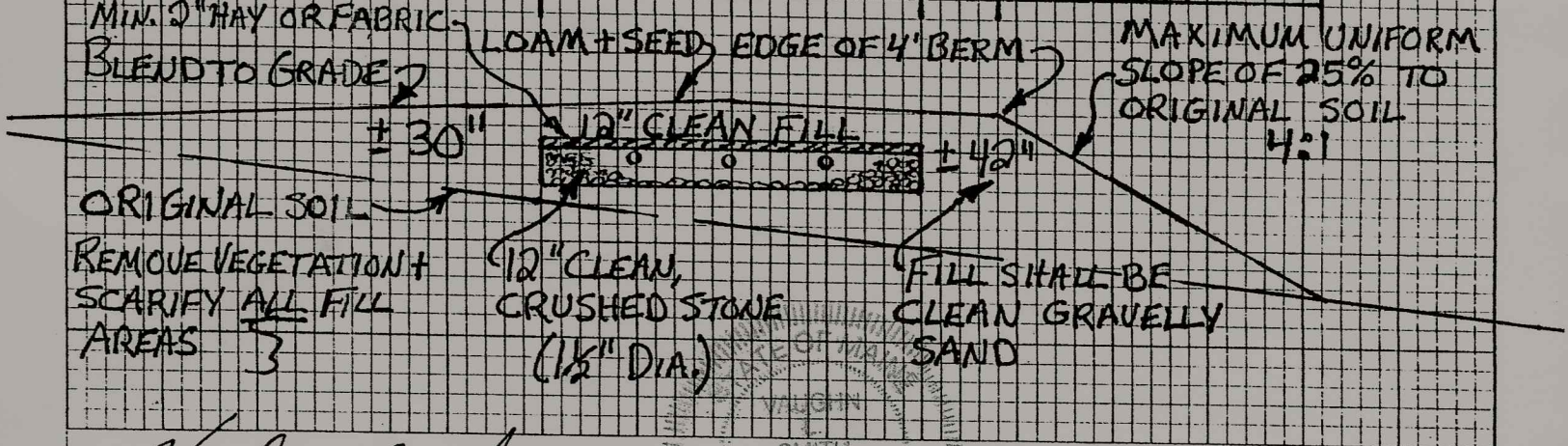


FILL REQUIREMENTS		CONSTRUCTION ELEVATIONS	
Depth of Fill (Upslope)	±30"	Finished Grade Elevation	0"
Depth of Fill (Downslope)	±42"	Top of Distribution Pipe or Proprietary Device	-36"
FILL DEPTHS WILL VARY		Bottom of Disposal Area	-48"
			-60"

ELEVATION REFERENCE POINT
Location & Description: 10" PINE W/NAIL 58" ABOVE GROUND
Reference Elevation: 0"

DISPOSAL AREA CROSS SECTION

SCALE:
VERTICAL: 1" = 5'
HORIZONTAL: 1" = 10'



Vaughn L. Smith
Site Evaluator Signature

SMITH 226 CERTIFIED SITE EVALUATOR

226
SE #

5/22/05
Date

Docusign Envelope ID: 4B30E290-48D0-886B-8394-39FC6982392D