48573

WARRANTY DEED
(Maine Statutory Short Form)

MAINE REAL ESTATE TAX PAID

KNOW ALL MEN BY THESE PRESENTS, that I, THEODORE WAINWRIGHT of 1035 Highland Avenue, South Portland, Cumberland County, Maine (herein "Grantor"), for consideration paid, grant to LEON MOONEY and SUSAN MOONEY, both of South Portland, Cumberland County, Maine, whose mailing address is 11 Fessenden Street, South Portland, Maine 04106 (herein "Grantees"), as joint tenants, with WARRANTY COVENANTS, the following described real property situated in the City of South Portland, Cumberland County, Maine:

A certain lot or parcel of land, together with the buildings thereon, situated in the City of South Portland, County of Cumberland and State of Maine, and being Lot No. 16 as shown on a plan entitled "Grandview, 1001 Highland Avenue, South Portland, Maine, Plat Plan" prepared by Mitchell-DeWan Associates dated December 16, 1986, revised through April 2, 1987 (2 sheets) and recorded in the Cumberland County Registry of Deeds in Plan Book 164, Page 5 (the "Plan").

The northerly boundary line of the Lot herein conveyed is shown on said Plan as the southerly boundary line of the Highland Avenue right-of-way to be dedicated to the City of South Portland, and no rights are hereby conveyed in or to that small strip of land located between the current southerly boundary line of Highland Avenue and the northerly boundary line of the within Lot.

Excepting and reserving unto the Grantor herein an easement for the purpose of installing, maintaining, repairing and replacing subsurface sewer lines, pipes, conduits and their appurtenant facilities, the said easement being in a 30 foot wide strip of land along the northerly sideline of the within Lot said strip being adjacent to the proposed southerly sideline of the Highland Avenue right-of-way as shown on the Plan and extending 30 feet southerly therefrom and parallel thereto from the easterly sideline to the westerly sideline of said Lot. The Grantees herein covenant and agree that no building or other structure shall be placed on the reserved easement areas.

The Grantees for themselves, their heirs, successors and assigns, hereby covenant and agree with the Grantor that no further building or structure shall be erected or placed on the within described Lot without the advance written approval of Theodore Wainwright, his heirs, successors or assigns, as to

the plans for such structure, the location of such structure on the within lot, the exterior siding materials and color, and the contractor to be used for such construction. The purpose of this covenant is to insure the quality of development in the development known as Grandview as shown on the Plan, and this covenant is intended to benefit the Grantor, his heirs, successors or assigns and any Lots which the Grantor still owns in said Grandview.

By acceptance of the within deed, the Grantees hereby covenant and agree with Grantor that, upon the request of Grantor and for no additional consideration, Grantees will convey to Grantor or to the City of South Portland the fee simple title to the following-described portion of said Lot 16 (said portion being herein the "Pump Station Property"), to wit: a certain lot or parcel of land situated on the southerly side of Highland Avenue in said South Portland, bounded and described as follows:

Beginning at the southwesterly corner of said Lot 16 at the proposed new line of Highland Avenue in an easterly direction on a curve a distance of thirty-six feet (36') to a point;

Thence by said Highland Avenue on a course of North 48°07'40" East a distance of fourteen feet (14');

Thence in a southeasterly direction on a curve which is parallel to the easterly boundary line of Crestview Drive as shown on the Plan a distance of fifty feet (50');

Thence in a southwesterly direction on a line which is parallel along its entire length to the proposed southerly line of Highland Avenue as shown on the Plan to the intersection with said Crestview Drive;

Thence in a northerly direction by said Crestview Drive to the point of beginning.

The Grantees shall release and convey the Pump Station Property at such time as Grantor provide Grantees either (i) a revised subdivision plan showing the Pump Station Property as part of another lot, such that the revised Lot 16 is in conformity with the applicable zoning ordinances, or (ii) a written permit from the South Portland Code Enforcement Officer granting permission to release or convey

the Pump Station Property such that it is no longer a part of the Lot 16 premises and confirming that the revised Lot 16 is in conformity with the applicable zoning ordinances.

Reference is herein made to the plan recorded in said Registry in Plan Book 164, Page 5 (the "Plan").

IN WITNESS WHEREOF, the said THEODORE WAINWRIGHT has hereunto set his hand and seal, this 10th day of August, 1994.

WITNESS:

Theodore Wainwright
THEODORE WAINWRIGHT

STATE OF MAINE
Cumberland, ss.

August 10, 1994

Personally appeared before me the above-named Theodore Wainwright and acknowledged the foregoing instrument to be his free act and deed.

~~Notary Public~~/Attorney-at-Law
Charles J. Kahill

RECEIVED
RECORDED REGISTRY OF DEEDS
94 AUG 11 PM 12:05
CUMBERLAND COUNTY
John B O'Brien

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