

WARRANTY DEED

Know All By These Presents, That WINNWOOD FARM HOMEOWNERS' ASSOCIATION a Maine nonprofit corporation with a place of business at 108 Winn Road, Falmouth, Maine 04105 (hereinafter referred to as the "Grantor"), in consideration of one dollar and other valuable consideration paid by JUSTIN M. FLETCHER INC., a Maine corporation with a principal place of business at 16 Fletcher Drive, Cumberland, Maine, 04021, (hereinafter referred to as the "Grantee"), the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, with Warranty Covenants, certain tracts or parcels of land situated in the Town of Falmouth, County of Cumberland and State of Maine more specifically described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property").

The purpose of this Deed is to reconvey a portion of the Open Space land in the Winnwood Farm Subdivision originally conveyed to the Grantor by deed dated February 24, 2024 and recorded in the Cumberland County Registry of Deeds (the "Registry") in Book 40617, Page 298, as corrected in a Corrective Deed dated May 9, 2024 which was recorded in the Registry in Book 40773, Page 339 and as shown on the Plan entitled "Winnwood Farm Subdivision," prepared by Terradyn Consultants, LLC dated October 4, 2023 and recorded in the Registry in Plan Book 223, Page 398; as amended by "First Amended Subdivision Plan of Winnwood Farm Subdivision" prepared for Justin Fletcher Inc. by Terradyn Consultants, LLC, dated March 12, 2025, last revised March 18, 2025, and recorded in Plan Book 225, Page 119 in connection with the development of Phase 1 of said Subdivision for inclusion in Phase 2 of the Subdivision in exchange for the conveyance of additional Open Space land in Phase 2. The additional Open Space land is concurrently being conveyed to the Grantor by the Grantee in a deed of near or even date herewith, all as shown on the Phase 2 Plan, which is entitled "Winnwood Farm Subdivision Phase 2, Second Amended Subdivision Plan," dated October 9, 2024 and revised through May 5, 2026 which was recorded in said Registry in Plan Book 226, Pages 203-204, as corrected in a corrected Phase 2 Plan entitled "Winwood Farm Subdivision Phase 2, Corrected Second Amended Subdivision Plan dated October 9, 2024 and revised through June 11, 2026 which was recorded in the Registry in Plan Book ___, Page ___ and _____. These conveyances are requirements of the approvals for Winnwood Farm Subdivision Phase 2 issued by the Falmouth, Maine Planning Board on March 3, 2026 and on July 7, 2026.

As the Property was conveyed to the Grantor subject to a contingent right of termination and an executory interest, as more fully described herein, to the Town of Falmouth, Maine, a municipal corporation with a place of business at 271 Falmouth Road, Falmouth, Maine 04105 (hereinafter referred to as the "Town"), the Town joins herein for the sole purpose of releasing its contingent right of termination and executory interest in the Property.

The Property was conveyed to the Grantor subject to a certain set of perpetual Restrictions specified in the deed conveying the Property to the Grantor, which was dated February 7, 2024 and recorded in the Cumberland County Registry of Deeds in Book

40617, Page 298, as corrected in a Corrective Deed dated May 9, 2024 which was recorded in said Registry in Book 40773, Page 339 (together, the "Original Deed"). The Grantor hereby releases and terminates all of the Restrictions placed on the Property in the Original Deed to them.

In Witness Whereof, the said Winnwood Farm Homeowners' Association has caused Justin M. Fletcher, its duly authorized President to execute this instrument this ____ day of July, 2026.

Signed, Sealed and Delivered
in the presence of

WINNWOOD FARM
HOMEOWNERS' ASSOCIATION

By: _____
Justin M. Fletcher
President

STATE OF MAINE
CUMBERLAND, ss

July __, 2026

Personally appeared before me Justin M. Fletcher, President of Winnwood Farm Homeowners' Association and acknowledged the above instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

Notary Public/Attorney at Law

Print name

Signatures Continue on Next Page

The Town of Falmouth, Maine hereby releases and extinguishes the Restrictions imposed on the Property and releases its contingent right of termination and executory interest, all as specified and described herein, with respect to the Property. Nothing herein shall release, modify, terminate, extinguish or otherwise affect any restrictions, rights of termination, executory interests, enforcement rights, or other interests affecting any other property described in the Original Deed. It is the express intent of the parties that this release applies solely to the Property.

Town of Falmouth, Maine

By: _____
Nathan Poore
Its: Town Manager

STATE OF MAINE
CUMBERLAND, ss

_____, 2026

Personally appeared before me Nathan Poore, Town Manager of the Town of Falmouth, Maine, and acknowledged that being authorized so to do on behalf of the Town of Falmouth, Maine, he executed the foregoing instrument for the purposes therein contained and did so as his free act and deed in said capacity and the free act and deed of the Town of Falmouth, Maine.

Before me,

Notary Public/Attorney at Law

Print name

EXHIBIT A

Two parcels of land located in Falmouth, Cumberland County, Maine, more particularly described as follows:

Parcel One

A portion of land designated as "Open Space" on the subdivision plan entitled "First Amended Subdivision Plan of Winnwood Farm Subdivision" prepared for Justin Fletcher, In. by Terradyn Consultants, LLC, dated March 12, 2025, last revised March 18, 2025, and recorded in Plan Book 225, Page 119, and being more particularly described as follows:

Beginning at point being N 29° 27' 09" E a distance of 50.12 feet from a capped 5/8" rebar (PLS 2042) found at the easterly corner of land now or formerly of Michael P. Monn and Sharon J. Monn as described in a deed dated September 16, 1983 and recorded in the Cumberland County Registry of Deeds in Book 6274, Page 171 and being on the division line of Phase 1 and Phase 2 of Winnwood Farm Subdivision;

1. Thence N 29° 27' 09" E along the division line of Phase 1 and Phase 2 of Winnwood Farm Subdivision a distance of 651.74 feet to the southwesterly sideline of Winnwood Farm Way;
2. Thence southeasterly along the southwesterly sideline of Winnwood Farm Way on a curve to the right having a radius of 275.00 feet, an arc length of 54.36 feet, and a chord that bears S 28° 34' 52" E a distance of 54.28 feet to a granite monument;
3. Thence S 22° 55' 04" E a distance of 5.02 feet to a capped 5/8" rebar (PLS 2621) at the northerly corner of Lot 2 as shown on said Plan;
4. Thence S 29° 27' 01" W along the northwesterly sideline of Lot 2 a distance of 217.89 feet to a capped 5/8" rebar;
5. Thence S 59° 07' 04" E along the southwesterly sideline of Lot 2 a distance of 17.99 feet to a capped 5/8" rebar (PLS 2621);
6. Thence S 26° 51' 16" W a distance of 81.97 feet to a capped 5/8" rebar (PLS 2621);
7. Thence S 20° 46' 53" E a distance of 46.67 feet to a capped 5/8" rebar (PLS 2621);
8. Thence S 46° 19' 10" W a distance of 88.24 feet to a capped 5/8" rebar (PLS 2621);
9. Thence S 43° 40' 50" E a distance of 46.99 feet to a capped 5/8" rebar (PLS 2621);
10. Thence S 39° 00' 44" W a distance of 201.10 feet to a capped 5/8" rebar (PLS 2621);
11. Thence N 56° 35' 00" W a distance of 88.47 feet to a capped 5/8" rebar (PLS 2621);
12. Thence N 56° 33' 09" W a distance of 5.32 feet to the **Point of Beginning**.

The above-described Open Space contains 1.175 acres.

Parcel Two

Beginning at a capped 5/8" rebar (PLS 2621) at the northerly corner of Lot 3 as shown on said Plan;

1. Thence S 29° 27' 01" W along the northwesterly sideline of Lot 3 a distance of 170.49 feet to a capped 5/8" rebar (PLS 2621) on the northeasterly sideline of Winnwood Farm Way;
2. Thence northwesterly along the northeasterly sideline of Winnwood Farm Way on a curve to the left having a radius of 325.00 feet, an arc length of 56.19 feet, and a chord that bears N 33° 34' 24" W a distance of 56.12 feet to the division line of Phase 1 and Phase 2 of Winnwood Farm Subdivision;
3. Thence N 29° 27' 09" E along the division line of Phase 1 and Phase 2 of Winnwood Farm Subdivision a distance of 131.64 feet;
4. Thence S 75° 32' 37" E along the division line of Phase 1 and Phase 2 of Winnwood Farm Subdivision a distance of 51.78 feet to the **Point of Beginning**.

The above-described Open Space contains 7,510 s.f.

The above descriptions for Parcels One and Two are based and depicted on a subdivision plan entitled "Winnwood Farm Subdivision Phase 2, Second Amended Subdivision Plan," prepared for Justin Fletcher, Inc. by Terradyn Consultants, LLC, dated October 9, 2024, last revised May 5, 2026, and recorded in the Cumberland County Registry of Deeds in Plan Book 226, Pages 203 and 204, as corrected in a Corrected Second Amended Subdivision Plan dated October 9, 2024 and revised through June 11, 2026 which was recorded in said Registry in Plan Book ____, Page ____ and ____ (the "Second Amended Plan").

In the event of any discrepancy between the descriptions of Parcel One or Parcel Two and the subdivision plan referenced above, the boundaries and intent shown on the Second Amended Plan shall control.

Parcels One and Two above-described are a portion of the premises conveyed to the Grantor herein by virtue of a deed from the Grantee herein dated February 7, 2024 and recorded in the Cumberland County Registry of Deeds in Book 40617, Page 298; as corrected by a corrective deed dated May 9, 2024 and recorded in said Registry of Deeds in Book 40773, Page 339.