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Sent: Wednesday, April 6, 2022 12:00 PM
To: Shannon Belanger <Sbelanger@wellstown.org>; Mike Livingston <mlivingston@wellstown.org>
Cc: Irachin@dwmlaw.com
Subject: River Landing Subdivision/Review of Documents

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Shannon and Mike:

I've reviewed (a) the executed Easement Deed from Dana M. Bissonette to Michael J. Lewis dated "____ day of November 2021" and acknowledged December 30, 2021, (b) the draft Fire Cistern Easement from Mr. Lewis to the Town of Wells, (c) the draft Declaration of Easements, Covenants, Conditions, and Restrictions to be executed by Mr. Lewis, and (d) the draft Warranty Deed from Mr. Lewis to Lot purchasers. My comments on each follow.

Easement Deed from Dana M. Bissonette to Michael J. Lewis

This relates to the maintenance of a "line of sight" easement over a portion of Mr. Bissonette's property easterly of the entrance and exit from the Subdivision on Tatnic Road and has been executed. There is no indication that it has been recorded in the York Registry of Deeds. I have not reviewed the description against the proposed Subdivision Plan but assume that it is consistent with the depiction of the easement area on the Plan. Presumably this easement will be transferred to the Association as an appurtenant easement to the Subdivision road/Open Space in connection with the transfer of both by Mr. Lewis to the Association following approval of the Subdivision.

Minor comment (pet peeve of mine) regarding the execution clause (which relates to all of the documents). Individuals don't "cause" themselves to execute documents. They just execute them. But again, my editorial issue and not one that is worth making an issue of with the draftsperson of the documents.

This instrument should be dated before it is recorded.

Fire Cistern Easement

Shouldn't the grantee be the "Inhabitants of the Town of Wells"?

Should be "With Warranty Covenants".

Shouldn't this Easement include the right to utilize the cistern for all purposes necessary in connection with the Town's undertaking firefighting efforts both within and outside the Subdivision?

The Town should have the right, to be exercised at its option, to maintain and repair the cistern and related facilities but the primary responsibility for maintaining and repairing the cistern and related facilities should be Mr. Lewis's in the first instance and then the Association's upon its formation and acquisition of the Subdivision road and the Open Space.

Declaration of Easements, Covenants, Conditions, and Restrictions

This document is, or should be, primarily of concern to potential Lot purchasers. You should, however, be sure that nothing in it regarding permitted uses, etc., conflicts with the applicable Wells Ordinances.

Articles of Incorporation and Bylaws for the Association will ultimately be needed.

This is a fairly typical form of Declaration, including the provisions relating to the formation and role of the Association, and I have no other substantive comments on it.

Warranty Deed

Typical form. Primarily of concern to potential Lot purchasers. I have no substantive comments on it.

Let me know if you need my input on any other aspects of these documents or if it would be helpful if we spoke regarding the above. I'm generally available anytime this week other than tomorrow between 10 and 11 and Friday before 10.

Rick.

Richard A. Shinay

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