

April 15, 2022



Mr. Michael Livingston, P.E.
Town Engineer
Planning & Development
Town of Wells
208 Sanford Road
Wells, ME 04090

Re: Final Revisions per Comments Dated April 8, 2022
River Landing Subdivision
350 Tatnic Road – Tax Map 13 Lot 21A-1

Dear Mr. Livingston:

Tidewater Engineering & Surveying, Inc. is pleased to provide the enclosed revised documents for your review associated with the River Landing Subdivision on behalf of the applicant, Michael Lewis. This submittal addressed the comments received from the Planning Office dated February 8, 2022 and more recently, April 8, 2022. The following documents are provided herein:

1. Revised plan set entitled "River Landing Subdivision, Tatnic Road, Wells, Maine" Revision 3 dated 4/15/2022, Sheet C1 through C14.
2. Revised Cost Estimate
3. Revised Legal Documents
 - a. River Landing HOA Declaration
 - b. River Landing By-laws
 - c. Sample Deed
 - d. Fire Cistern Easement
 - e. Recorded View Easement: Y.C.R.D. Book 18994 Page 867

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan M. McCarthy".

Ryan M. McCarthy, P.E., P.L.S.

President
Tidewater Engineering & Surveying, Inc.
(207) 439-2222
ryan@tidewatercivil.com
Enclosures



Project: River Landing Subdivision
 Date: 1/31/2022
 Revised: 4/13/2022
 Calculated By: RMM

ENGINEERING ESTIMATE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Clearing & Grubbing	2.8	AC	\$ 8,000	\$ 22,400
2	Common Excavation	1440	CY	\$ 10	\$ 14,400
3	Ledge Blasting	1	LS	\$ 15,000	\$ 15,000
4	Common Borrow	3010	CY	\$ 15	\$ 45,150
5	Subbase Gravel (MDOT Type D)	2267	CY	\$ 20	\$ 45,340
6	Base Gravel (MDOT Type A)	454	CY	\$ 40	\$ 18,160
7	HMA Base Course	366	T	\$ 80	\$ 29,280
8	HMA Wearing Course	244	T	\$ 100	\$ 24,400
9	Underground Electric/Communications	2100	LF	\$ 25	\$ 52,500
10	Transformer Pads	4	EA	\$ 500	\$ 2,000
11	4" Perforated Underdrain	75	LF	\$ 10	\$ 750
12	12" HDPE Culvert	50	LF	\$ 30	\$ 1,500
13	15" HPDE Culvert	54	LF	\$ 40	\$ 2,160
14	36" HDPE Culvert	155	LF	\$ 100	\$ 15,500
15	48" HPDE Culvert	75	LF	\$ 150	\$ 11,250
16	F-Basin Control Outlet	1	EA	\$ 3,000	\$ 3,000
17	Catch Basin - 4 Foot	1	EA	\$ 3,000	\$ 3,000
18	Stormwater Basin	1	LS	\$ 20,000	\$ 20,000
19	Fire Cistern - 30,000 gallon	1	LS	\$ 75,000	\$ 75,000
20	Riprap Protection	140	CY	\$ 40	\$ 5,600
21	Erosion Control	1	LS	\$ 5,000	\$ 5,000
22	Monuments - ROW & Lot Corners	1	LS	\$ 9,000	\$ 9,000
23	Signs	1	LS	\$ 500	\$ 500
24	Pavement Markings	1	LS	\$ 2,000	\$ 2,000
25	Loam w/ Seed & Mulch	626	CY	\$ 30	\$ 18,780
26	Timber Guardrail	240	LF	\$ 30	\$ 7,200
27	As-Built Plan	1	LS	\$ 8,000	\$ 8,000
28	Construction Inspection Services	1	LS	\$ 10,000	\$ 10,000
				Subtotal	\$ 466,870
				Contingency (10%)	\$ 46,687

TOTAL ENGINEERING ESTIMATE (ROUNDED UP): \$ 514,000

Note: Cost estimate excludes lot development.

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, AND RESTRICTIONS**

The River Landing Subdivision, Wells, Maine

THIS DECLARATION dated this _____ day of _____, 2022, by **Michael J. Lewis**, of 300 Harold L. Dow Highway, Eliot, ME 03903 ("Declarant").

WITNESSETH

WHEREAS, Declarant owns property on Tatnic Road in Wells to be subdivided into 12 Lots (the "Lots") known as The River Landing Subdivision (hereinafter "Subdivision"), as delineated on a plan titled "River Landing Subdivision, Tatnic Road, Wells, Maine, Subdivision Plan" by Tidewater Engineering & Surveying, Inc. August 31, 2021 (hereinafter the "Plan"), and recorded at the York County Registry of Deeds (YCRD) in Plan Book _____, Pages _____. All notes and conditions on said Plan are incorporated herein.

WHEREAS, Declarant obtained its interest in the Subdivision by deed dated September 9, 2020 from Joseph R. Lindsey to Declarant recorded in the YCRD in Book 18380, Page 755, to which reference is made for a more particular description of the property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinafter "Premises"); and

WHEREAS, the Lots shall be accessed from Tatnic Road via a 50-foot private way known as Dagmar Road (the "Road"), which will not be plowed or otherwise maintained by the Town of Wells, Maine, provided that Lot 12 will be accessed directly via a driveway from Tatnic Road; and

WHEREAS, Declarant desires to allow for the use, benefit and enjoyment of the Lots in accordance with a harmonious plan, and to this end desires that the Lots in the Subdivision shall be subjected to certain restrictions, reservations, covenants and easements as hereinafter set forth;

WHEREAS, the Subdivision will contain certain roads, improvements and facilities that will be maintained in common by the owners of the Lots acting through a homeowners association (the "Association") established by the Declarant;

NOW THEREFORE, Declarant hereby covenants that each of the Lots and rights appurtenant thereto are, and shall be held subject to the restrictions, reservations, covenants and easements as are stated in the various articles of this Declaration to apply to such Lots, which Declaration shall inure to the benefit of and be binding upon Declarant and the Lot owners, their heirs, successors and assigns.

ARTICLE A. DEFINITIONS

1. Owner shall mean title holder to a Lot and its heirs, successors and/or assigns.
2. Dwelling shall mean a detached, single-family, residential unit.
3. Common Areas shall include, without limitation, streets, roadways, "Open Space" as shown on the Plan, stormwater basin, mailboxes, fire cistern, lighting, if any, and other common areas and facilities within the bounds of the subdivision but not located on any individual Lot.
4. Eligible Mortgage Holder shall mean the holder of a recorded first mortgage on a Lot which has delivered written notice to the Association by certified or registered mail, return receipt requested, or by delivery in hand securing a receipt therefore, which notice shall state the Mortgagee's name and address and the Owner's name and address, and shall further state that the mortgage is a recorded first mortgage.
5. Common Expenses shall mean those costs and expenses necessary or appropriate, as reasonably determined by the Board of Directors, in connection with the ownership, maintenance, repair, replacement, insurance and administration of the Common Areas, including without limitation, real and personal property taxes, and utility charges related to the Common Areas, together with all costs and expenses necessary and adequate for the proper administration management and operation of the Association.
6. Regular Assessment shall mean an Owner's share of the Common Expense, allocated by Lot, for each regular period of the Association's fiscal year as reflected in the budget adopted by the Board of Directors for such year.
7. Special Assessment shall mean a Lot Owner's share of any assessment made by the Board of Directors in addition to the Regular Assessment.

ARTICLE B. GENERAL RESTRICTIONS

Each of the Lots in the Subdivision shall be subject to the following covenants and restrictions which shall run with the land:

1. Outbuildings are limited per Lot to one single story barn, garage or storage shed not to exceed a 750 square foot footprint, which shall not be placed within the front yard or town building setbacks.
2. Any house or garage erected on the property shall have the exterior completed in a finished state within one year of when construction first commences.
3. No mobile home or trailer shall be permitted to be erected or maintained on any part of the property herein conveyed.

4. Each Lot shall be used exclusively for single-family residential purposes and no manufacturing or commercial enterprise shall be maintained on, in front of, or in connection to a Lot. This restriction is not intended to prohibit home offices.
5. No Lot shall be further divided to create additional lots or ownership interests, including but not limited to conversion of lots into condominiums or time sharing arrangements.
6. Any buildings or structures on each Lot shall be served by underground utilities only.
7. No unregistered motor vehicles shall be stored on a Lot. Equipment or machinery other than passenger vehicles, including but not limited to boats, campers, equipment, and recreation vehicles shall be stored out of sight from neighboring Lots.
8. Fences shall be less than 7 feet in height. Invisible and underground fencing is permitted.
9. Any swimming pool shall be located behind the primary structure and shall not be located within the front of side yard of a Lot.
10. All dwellings, driveways, and structures on the Lots must be constructed, maintained, and occupied in accordance with this Declaration and all notes and conditions shown on the Plan, and all applicable building codes and regulations.
11. No antenna towers of any type shall be erected on any Lot.
12. The Declarant shall approve of designs for dwellings and other structures located on the Lots as follows:
 - (a) Prior to commencement of construction of the dwelling unit or other accessory structures on each Lot, the Lot owner shall submit to Declarant the blueprints for approval. Declarant retains the right to approve and oversee development of dwellings or accessory structures until residences are constructed on all 12 lots or the expiration of 5 years from the date of this contract, whichever comes first.
 - (b) Declarant or its successor or assign shall approve such plans, provided that they conform to this Declaration and Declarant reasonably determines that construction in accordance with such plans will not be detrimental to the Subdivision.
 - (c) Construction shall be in conformity with such approved plans. Declarant may assign its rights and responsibilities hereunder to the Association by a written document recorded in the York County Registry of Deeds.

13. All exterior portions of chimneys and fireplaces shall be of brick or stone construction. No cinder block chimneys are allowed on the exterior of the dwelling or any other structure.
14. All structures erected on any Lot shall have as exterior sheathing clapboards, wood shingles, shakes, masonry, quality aluminum, vinyl, or plastic siding, or other quality finish.
15. All driveways will be surfaced with a hard surface material, except that the driveways for Lots 9, 10, and 11 may use alternatives approved by Declarant.
16. No sign of any nature or description shall be displayed or placed upon any part of the Lot or its improvements, except for a "For Sale" sign for the property or buffer signs. Notwithstanding the foregoing, signage advertising the development shall be allowed.
17. No livestock, animals, or poultry, other than conventional household pets in reasonable numbers so as to not unreasonably interfere with the quiet enjoyment of other Lot owners, shall be kept, maintained or allowed on any of the Lots. No boarding or breeding kennels may be kept or maintained on any of the Lots.
18. Any dwelling or other structure on a Lot which is destroyed or damaged in whole or in part by fire, windstorm or other casualty must be rebuilt or all debris removed and the affected portion of the Lot restored to its natural condition within a reasonable time, but, in any event, not to exceed six (6) months.
19. All Lots and improvements shall be kept and maintained by the owner thereof in clean, safe, and attractive condition and in good repair, subject to the rights of the Declarant and/or the Association to provide any maintenance services consistent with this Declaration.
20. Each Lot shall be used for one single family dwelling only, said dwelling having a total living area with a minimum of 1,600 square feet. The dwelling may include an attached garage, which shall have a minimum of two bays. Each lot may include a freestanding garage within 25 feet of said dwelling.
21. No owner of a Lot shall do or permit to be done any act upon the Lot that is or may become a nuisance.

ARTICLE C. PERMITS AND SPECIFIC RESTRICTIONS

1. The development of the Subdivision is subject to certain permits and orders issued by Maine Department of Environmental Protection (MDEP), the U.S. Army Corps of Engineers (ACOE), and the Town of Wells, including NRPA Permit by Rule (PBR) No. 73971 governing stream crossings and activities within a significant vernal pool critical terrestrial habitat, MDEP Stormwater Management PBR No. 74163, Maine

Construction General Permit No. 74164, and NRPA Tier 1 Freshwater Wetland Alteration Permit L-029407-TC-A-N (together with any subsequent permits issues, and amendments, the “Permits”).

2. Copies of the Permits are on file with the Developer and shall also be maintained by the Association and provided to any Lot Owner upon request.
3. No Lot Owner shall take any action that would cause their Lot and/or the Subdivision to be in violation of the terms of the Permits. Without limiting the generality of the foregoing, Lot Owners and the Association shall be subject to the following requirements:
 - (a) The driveways for Lots 9, 10, and 11 shall be constructed in accordance with the requirements of the Permits, Chapter 305, Section 10 of the MDEP Rules, and the construction details shown on plan titled "River Landing Subdivision, Tatnic Road, Wells, Maine, Driveway Crossing Details" by Tidewater Engineering & Surveying, Inc.
 - (b) The Lot Owners and Association shall comply with Chapter 500 of the MDEP Rules and shall not take any action that would increase the impervious area within the Common Areas, cause additional impacts to wetlands, or create additional stream or wetland crossings.
 - (c) Lots 2, 4, and 12 shall be subject to “do not disturb” buffers as shown on the Plan for the purpose of protecting significant vernal pool habitat and the owners of those lots shall comply with the terms of the Permits and Chapter 305, Section 19 of the MDEP Rules.

ARTICLE D. EASEMENTS

The Association and individual Lots are subject to and have the benefit of easements shown on the Plan, as the same may be revised from time to time, which include, but are not limited to, the following:

1. Lot owners shall have the right to use the non-buildable Open Space as designated on the Plan, subject to the requirements of the Declaration, any Permits, and rules and regulations established by the Association.
2. The Association shall have an easement over the Lots as necessary to access, inspect and repair any stormwater management structures shown on the Plan;
3. The Association shall have an easement to inspect the Lots in order to verify compliance of a Lot Owner with the terms of this Declaration;

4. The Association shall have an easement for location, use, maintenance, repair, and replacement of underground electric, telephone, and cable TV service lines and appurtenances;
5. A public servitude on and over such portions of the Open Space that are below the high water mark of the Ogunquit River for fishing, fowling, and navigation;
6. The Town of Wells shall have an easement allowing access to the fire cistern shown on the Plan;
7. Lot 8 shall be subject to a drainage easement shown on the Plan allowing the stormwater from the Common Area to flow over and under a portion of said Lot and permitting the Association to maintain any stormwater management structures or clear obstructions to appropriate drainage within the easement area.
8. The Lot Owners shall have an easement shown on the Plan as “10’ WIDE PEDESTRIAN EASEMENT TO OPEN SPACE” burdening Lot 8 for the purpose of providing access by foot to the OPEN SPACE.
9. Lot 12 shall have a “View Easement” as shown on the Plan and recorded in the York County Registry of Deeds in Book 18994, Page 867, to provide line of sight clearance for the driveway accessing Lot 12, which easement may be enforced by the owner of Lot 12 or by the Association.
10. Each Lot has an appurtenant easement for ingress and egress from and to Tatnic Road over Dagmar Drive as shown on the Plan, subject to the restriction that Lot Owners and their tenants, guests, agents, and invitees are prohibited from parking within the Dagmar Drive right of way. Dagmar Road is a private road that shall remain privately owned, maintained to Town standards and shall not be accepted or maintained by the Town of Wells.
11. Such easements and other matters as are set forth on the Plan.

ARTICLE E. COMMON AREAS

1. Common Areas. Excepts hereinafter provided, Declarant shall retain title to and shall not convey to the Association the Common Areas, including the Road, until such time as Declarant has conveyed 90 percent of the lots, after which time the Declarant shall convey the common areas within 120 days. Until such time, Declarant shall hold said common areas for the benefit and enjoyment of the owners of any Lots and shall levy assessments against all Lots not owned by Declarant. The Association shall accept conveyance of the common areas from Declarant.
2. Preservation of Common Areas. The Association shall preserve and maintain for the common benefit of the owners all the Common Areas which the Association hereafter

shall own, or have rights to or interests in or which may be conveyed to the Association in the future, pay taxes thereon, keep the same in good appearance, maintain insurance thereon, and comply with and enforce this Declaration and the Association Bylaws.

3. Open Space Trail Development & Ground Disturbing Activities: The Association shall obtain written approval from the Maine Historic Preservation Commission (MHPC) (or successor) and ACOE for any new trail development and/or ground disturbing activity located within 130 feet of the Ogunquit River. The Association shall submit a letter via certified mail explaining the proposed activity along with a map depicting the proposed location to MHPC and ACOE. Written approval may be in the form of a response letter stating that the proposed activity is not anticipated to have an adverse effect on archaeological resources (or similar). Grounds for disapproval of the activity by MHPC shall be potential adverse impact to a protected resource. The Association and MHPC may agree upon appropriate mitigation. If no response is received within 30 days of receipt of the letter via certified mail, the HOA may proceed with the proposed activity.
4. Use of Open Space: All areas designated on the Plan as "Open Space" shall remain as open space and shall not be subdivided or built upon or otherwise altered from their natural character, except for such alteration reasonably necessary in order to create and pedestrian walking trails in compliance with the requirements of this Declaration and any Permits. The Association may promulgate reasonable rules and regulations regarding use of the Open Space in accordance with its Bylaws.

ARTICLE F. HOMEOWNERS ASSOCIATION

1. Creation and Purposes. Declarant shall cause a Maine nonprofit corporation (as herein referred to as the "Association") to be formed, whose purposes shall include ownership, maintenance, repair and replacement of the Road, Stormwater Basin, Fire Cistern, and Open Space areas within the Subdivision.
2. Membership and Voting. Declarant and every record owner of a fee simple interest in a Lot or Lots in the Subdivision, shall by virtue of ownership of said Lot or Lots, become and be a member of the Association, and each such member, including Declarant, shall be entitled to one vote on each matter submitted to a vote of members for each such Lot owned; provided, that where title to a Lot is held by more than one person, such co-owners acting jointly shall be entitled to but one vote.
3. Declarant Control. Notwithstanding the foregoing, Declarant shall have the right to appoint, remove, and replace the directors of the Association until the first meeting of members following the conveyance of 90 percent of the Lots. Reference is made to Article II of the Bylaws.

4. Powers and Responsibilities of the Association. The Association is the governing body under this Declaration, whose powers and responsibilities shall include the following:
- (a) To adopt and amend bylaws and rules and regulations;
 - (b) Beginning at such time as maintenance of the Stormwater Basin as shown on the Plan is turned over to the Association by Declarant (which obligations the Association is required to accept from Declarant), to maintain the stormwater management structures and fire cistern shown on the Plan;
 - (c) To inspect and maintain the Open Space areas for damage and signs of erosion;
 - (d) To purchase and maintain liability insurance for property owned or maintained by the Association and activities conducted by the Association and property insurance for property owned or leased by the Association;
 - (e) To own or lease such property as may be necessary in order to carry out the purposes of the Association;
 - (f) To accept an assignment of Declarant's rights and obligations hereunder, and exercise such rights and obligations;
 - (g) To establish and collect such assessments from the Lot Owners as shall be necessary or advisable to pay for all common expenses of the Subdivision, including, but not limited to, maintenance and repair of the Subdivision Road, including plowing and sanding, street lighting, sidewalks or trails and maintenance of the Open Space areas; and
 - (h) To do such other things as may be necessary or appropriate.

ARTICLE G. GENERAL PROVISIONS

1. Provisions to run with the land; violations. The provisions of this Declaration and any permitted amendments thereto shall run with the land and bind Declarant and the owners of the Lots, and all parties claiming by, through, or under him/her or them. Declarant and each owner or owners of any of the Lots from time to time shall have the right, but not the obligation, jointly and severally, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the provisions herein set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any Lot in the Subdivision any structure which is and remains in violation of any of the provisions above set forth for a period of thirty (30) days after actual receipt of written notice of such violation from Declarant or from the Association by the owner of such Lot, then Declarant or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily

abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant and/or the Association to enforce any of the provisions herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation. The provisions set forth in this Declaration shall continue perpetually, except that all provisions hereof, other than the provisions that may be amended pursuant to Section Eight (8) of this ARTICLE G.

2. Changes. Any consents making changes permitted above shall be effective only if expressed in a written instrument or instruments executed by all of the owners of record and mortgagees of record and recorded in the Registry of Deeds for York County, Maine. A recordable certificate by a title insurance company doing business in the State of Maine as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such changes, they shall be binding upon the Lots subject to this Declaration and all persons then owning Lots in the Subdivision and shall run with the land and bind all persons claiming by, through or under any one or more of them.
3. Address of record. Each owner of a Lot in the Subdivision shall file the correct mailing address of such owner with the Association and Declarant, and shall notify the Association and Declarant promptly in writing of any subsequent change of address within 30 days of purchase. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with the Association or Declarant shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.
4. Severability. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.
5. Conveyance of title by Declarant. Declarant may convey title to the Road, Open Space, and any improvements thereon to the Association at any time. Declarant shall hold, and is hereby given, the power of attorney to accept delivery of the deed of the property on behalf of the Association, and such acceptance by Declarant and recording of said deed in the York County Registry of Deeds shall vest title to the property conveyed in the Association.
6. Right of Declarant to assign. Declarant hereby retains for itself the right to assign to the Association or any other nonprofit corporation all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Registry of Deeds for York County, Maine, and Declarant shall

thereupon be relieved and discharged from every duty so assigned to the Association or such other nonprofit corporation.

7. Specific rights of Declarant. Declarant hereby reserve the right to specifically assign to any other person or entity all its or their rights and powers established hereunder in connection with his/her or their development and/or conveyance of the remaining land owned by the assignor in the Subdivision or his/her or their mortgage of land in the Subdivision, and such assignment, other than an assignment as security, if accompanied by an assumption of Declarant's obligations hereunder by the assignee, shall, when recorded in the Registry of Deeds for York County, Maine, relieve Declarant from its obligations hereunder.
8. Amendments in writing. Any amendments of this Declaration shall be effective only if expressed in a written instrument or instruments executed by the Declarant, its successors or assigns as long as it or they retain rights and powers hereunder, or if Declarant no longer retain any rights and powers hereunder, by a 2/3 majority of the Lot owners, acting by and through the Association as established by said Association's Bylaws, and recorded in the Registry of Deeds for York County, Maine. Upon and after the effective date of any such changes, they shall be binding upon the Lots subject to this Declaration and all persons then owning said Lots in the Subdivision and shall run with the land and bind all persons claiming by, through or under any of them. Any amendment which affects the plans approved by the Town of Wells must be approved by said Planning Board.

ARTICLE H. MORTGAGE PROVISIONS

1. Subject to Declaration. Whether or not they expressly so state, any mortgage which constitutes a lien against a Lot or any improvement thereon and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of this Declaration.
2. Rights of Eligible Mortgage Holders. The Association shall send reasonable and timely prior written notice by prepaid United States Mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:
 - (a) Any proposed amendment of the Declaration; and
 - (b) Any sixty (60) day delinquency in the payment of Regular Assessments or other charges owed by the Owner of any lot on which the Eligible Mortgage Holder holds the Mortgage.

An Eligible Mortgage Holder or its representative shall have the right to attend Association and Board of Directors meetings for the purpose of discussing the matters described in this section.

3. Liability for Use and Charges. Any Mortgagee who obtains title to a Lot pursuant to the remedies provided in its mortgage shall not be liable for such Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Lot by the Mortgagee, except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency.
4. Books and Records. Any Mortgagee shall have the right, exercisable by written notice to the Board of Directors, to examine the books and records of the Association during normal business hours of the Association and to request that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE I: ASSESSMENTS

1. Association Budgets. The Association, acting through the Board of Directors in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to, such amounts as are necessary for uncollected assessments, budget deficits, such reserves as are described in this Declaration and such additional reserves as the Board of Directors shall deem necessary or prudent, and such other expenses as are specifically provided for in this Declaration or the Bylaws and shall further have the right to make assessments for such expenses against Lots and the Owners thereof if in accordance with this Article I. Such assessments shall be made by the Association on an annual, monthly or other periodic basis as the Board of Directors shall from time to time determine. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of the portions of the Common Areas that are anticipated to require maintenance, repair or replacement on a periodic basis. The reserve fund shall be funded by periodic payments as a part of the Common Expense. Access to Lot 12 is provided over Tatnic Road, a public way in the Town of Wells, and accordingly the owner of Lot 12 shall not be responsible for any expenses related to the maintenance, repair, or replacement of Dagmar Drive or reserves for that purpose.
2. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year of the Association shall prove to be insufficient for any reason to cover the actual Common Expenses as are described in the Bylaws, the Board of Directors shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Lot. Special Assessments shall be due and payable in the manner and in the date set forth in the notice thereof. Any expense incurred by the Association as a result of the negligence or willful misconduct of any Owner or the failure of an Owner to comply with the provisions of this Declaration may, at the discretion of the Board of Directors, be assessed as a Special Assessment against such owner, and said Owner's Lot.

3. Payment of Assessments. Each Owner shall pay all assessments levied by the Association. All Owners, as Members, shall share equally in the Common Expense. An Owner's liability for such assessments shall begin accruing at the time the Association makes the initial Common Expense assessment. Except as otherwise provided herein, such assessments shall be due and payable on a periodic basis as designated by the Board of Directors. Assessments that are unpaid for over fifteen (15) days after the due date thereof shall bear interest at the rate of eighteen (18%) percent per annum from the due date until paid. In the sole discretion of the Board of Directors, a late charge not to exceed five (5%) percent per assessment not paid when due may be assessed against the delinquent Owner.
4. Failure to Fix New Assessments. If the Board of Directors shall fail to fix new Regular Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the sum they were paying for such Regular Assessments during the fiscal year just ended and such sums shall be deemed to be the new Regular Assessments for the succeeding year. If the Board of Directors shall change the Regular Assessment at a later date, the difference between the new Regular Assessment, if greater, and the previous fiscal year's Regular Assessment up to the effective date of the new Regular Assessment shall be treated as if it were a Special Assessment under Section 2 hereof; thereafter, each Owner shall pay the new Regular Assessment. In the event the new Regular Assessment is less than the previous fiscal year's Regular Assessment, in the sole discretion of the Board of Directors, the excess shall be refunded to the Owners, credited against future Regular Assessments or retained by the Association for reserves.
5. No Exemption by Waiver. No Owner may exempt himself from liability for Common Expenses by waiver of the enjoyment of the right to use any portion or all of the Common Areas or by the abandonment of his Lot or otherwise.
6. Personal Liability of Lot Owners; Lien on Lot.
 - (a) All sums assessed by the Association as a Regular or Special Assessment shall constitute the personal liability of the Owner of the Lot so assessed and also, from time to time such sums become due until fully paid, shall constitute a lien against such Lot in favor of the Association. If a Special Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Such lien may be foreclosed in the same manner as a Mortgage of real estate. The Association shall take prompt action to remedy an Owner's failure to pay any assessment or other charge, including without limitation foreclosing the lien, taking a deed in lieu of foreclosure, or bringing an action to recover unpaid assessments.
 - (b) The delinquent Owner shall be obligated to pay (i) all expenses of the Board of Directors, including reasonable attorneys' fees, incurred in the collection of the

delinquent assessment by legal proceedings or otherwise; and (ii) any amounts paid by the Board of Directors for taxes or on account of superior liens or otherwise to protect the Association's lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

- 7. Subordination of Certain Charges. The lien arising under Section 6 hereof as a result of the non-payment of any Regular or Special Assessment, fee, charge, late charge, fine or interest that may be levied by the Association pursuant to this Declaration shall be subordinate to any first mortgage recorded before such Regular or Special Assessment, fee, charge, late charge, fine or interest became due.

- 8. Working Capital Funds. Upon the sale of any Lot subsequent to the recording of this Declaration, the buyer shall pay to the Association an amount equal to two (2) months estimated Common Expense liability for each Lot at the time of such sale. Each Lot's initial share of the working capital fund shall be collected from the Lot purchaser at closing of such Lot and shall be transferred to the Association for deposit into the appropriate working capital fund. The amount paid by the Lot purchaser shall not be considered to be an advanced payment of the normal Common Expense liability and no Owner shall be entitled to a refund of these monies by the Association upon the subsequent conveyance of his Lot otherwise. If Declarant elects to make a contribution to the working capital fund with the respect to any Lot prior to the sale of such Lot by Declarant, then Declarant shall be entitled to a refund of such contribution from the Association upon payment of the working capital contribution by the Lot purchaser at the time of transfer of title from Declarant.

- 9. Surplus. The budget of the Association shall set forth Common Expenses. Any amounts accumulated from the assessments for Common Expenses in excess of the amounts required for such actual expenses and reserve for future expenses, unless otherwise directed by the Board of Directors, in its sole discretion, shall be credited proportionately to each Owner, such credit to be applied to the next Regular Assessment of Common Expenses due from said Owner under the current fiscal year's budget, and thereafter, until exhausted or retained by the Association for reserves.

IN WITNESS WHEREOF, Michael J. Lewis has caused this instrument to be signed this _____ day of _____, 2022.

Witness

Michael J. Lewis

STATE OF MAINE
COUNTY OF YORK, SS.

_____, 2022

Then personally appeared before me the above-named Michael J. Lewis and acknowledged the foregoing instrument to be his free act and deed, before me.

Notary Public:
My Commission Expires:

THE RIVER LANDING SUBDIVISION

HOMEOWNERS' ASSOCIATION

BY-LAWS

ARTICLE I

INTRODUCTORY PROVISIONS

(a) **Definitions.** The terms used herein shall have the same meaning as given to them in the Declaration, except as expressly otherwise provided in a certain Declaration of Easements, Covenants, Conditions, and Restrictions dated _____ and recorded in the York County Registry of Deeds in Book _____, Page _____, as may be amended from time to time (the "Declaration"), or the application of such meaning would be contrary to the clear intent of the statement. The term "rules and regulations" refers to the rules and regulations for the conduct of the occupants of the development, adopted by the Association as hereafter provided.

(b) **Purpose.** The River Landing Subdivision Homeowners' Association is a non-profit private mutual benefit corporation pursuant to the State of Maine Title 13-B for the purpose of administering the Common Areas of the subdivision in order to preserve property values and amenities in the subdivision and for the preservation, maintenance and improvement of the Common Areas, including the Open Space, interior roadway, stormwater basin, cistern, lighting, if any, and easements held by the Association in the subdivision now or in the future.

(c) **Conflicts.** These By-Laws are intended to comply with the requirements of the Declaration. If there is an inadvertent conflict between the provisions of these By-Laws and the Declaration, the provisions of the Declaration shall control.

ARTICLE II

MEMBERS

(a) Class of Members: The Association shall have one class of members. The qualifications and rights shall be as follows:

(1) Every beneficial owner as distinguished from a security owner, of a lot in the subdivision shall become a member of The River Landing Subdivision Homeowners' Association (hereinafter the "Association").

(2) Membership shall include an undertaking to comply with and be bound by the Declaration, these By-Laws, and any amendments thereto, and the policies, rules, and regulations at any time adopted by the Association in accordance with these By-Laws. Members shall pay the first year's dues in advance on a pro rata basis based on a calendar year beginning in January of each year.

(3) Membership in this Association shall terminate when a member ceases to be a beneficial owner of a lot in the subdivision.

(b) Voting Rights: Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members; provided, however, that each member shall be the sole beneficial owner of a lot in the subdivision. A member shall have one vote for each lot of which member is a beneficial owner. Where two or more owners own a lot, only one vote for such lot owned shall be allowed, and such joint owners shall designate and register with the Secretary of the Association the name of that owner entitled to cast such single vote.

(1) At membership meetings all votes shall be cast in person, or by proxy registered with the Secretary.

(2) The Board of Directors is authorized to establish regulations providing for voting by mail.

(c) Assignment of Rights: A beneficial owner who is the member of the Association may assign his membership rights to the tenant residing in or on the beneficial owner's lot. Such assignment shall be completed by filing with the Secretary of the Association a written notice of assignment signed by the beneficial owner.

ARTICLE III

MEETINGS OF MEMBERS

(a) Annual Meeting: An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing directors shall be held in Wells, County of York, State of Maine in September of each year. The time and place shall be fixed by the Directors.

(b) Regular Meetings: In addition to the annual meetings, regular meetings of the members shall be held at such time and place as shall be determined by the Board of Directors.

(c) Special Meetings: A special meeting of the members may be called by the Board of Directors. A special meeting of the members must be called within ten (10) days by the President, or the Board of Directors, if requested by not less than four (4) of the members having voting rights.

(d) Notice of Meetings: Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than five (5) days before the date of such meeting.

(e) Quorum: The members holding (60%) percent of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

(f) Proxies: At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after six months from the date of its execution, unless otherwise provided in the proxy.

(g) Voting by Mail: When Directors or Officers are to be elected by members, or when there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the Board of Directors shall determine.

(h) Electronic Meetings: The Board of Directors may, in its sole discretion, determine that any meeting of the members shall not be held at any place, but may instead be held solely by means of remote communication. Participation in a meeting held by remote communication shall constitute presence in person at the meeting for all purposes, including quorum and voting. members shall receive at least seven (7) days advance notice of the change to a remote meeting and shall be provided instructions for participation and voting for such remote meeting.

ARTICLE IV

BOARD OF DIRECTORS

(a) General Powers: The affairs of the Association shall be managed by the Board of Directors, subject to instructions of the members of the Association at a regular meeting, or subject to the approval of the membership as expressed by a vote of the membership.

(b) Number, Tenure, and Qualifications: The number of Directors shall be not less than three (3) but not more than five (5). Each Director shall be a member of the Association and shall hold office until two (2) annual meetings of the members following Director's original qualification shall have been held, and until his successor shall have been elected and qualified. Exceptions to the provision for the two (2) year tenure shall be in the case of the Director's first

taking office following the organizational meeting of the Association. Of the first three (3) Directors, one (1) shall hold office only for a term of one year, one (1) shall hold office until the second subsequent annual meeting, one (1) shall hold office until the third subsequent meeting. The determination of the respective terms shall be by lot. When possible, any increase in the number of Directors shall be in units of two (2) members, and their initial terms shall be one for one (1) year and the other one for two (2) years, with the determination to be by lot.

(c) **Regular Meetings:** The Board of Directors shall meet regularly at least every six (6) months, at a time and place it shall select.

(d) **Special Meetings:** A special meeting of the Board of Directors may be called by or at the request of the President or of any three (3) Directors.

(e) **Notices:** Notice of any special meeting of the Board of Directors shall be given at least five (5) days prior thereto, by written notice delivered personally or sent by mail to each Director. Any director may waive notice of any meeting.

(f) **Quorum:** A majority of the duly authorized Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time, and without further notice.

(g) **Manner of Acting:** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

(h) **Vacancies:** Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of the increase in the number of directors, shall be filled by election of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of Director's predecessor in office.

(i) **Electronic Meetings:** The Board of Directors may, in its sole discretion, determine that any number of attendees, up to and including all attendees, may participate in any meeting of the Board of Directors by means of remote communication. Participation in a meeting held by remote communication shall constitute presence in person at the meeting for all purposes, including quorum and voting. Members of the Board shall receive at least 24 hours advance notice of the change to a remote meeting and shall be provided with instructions for participation and voting for such remote meeting.

ARTICLE V

OFFICERS

(a) **Officers:** The officers of the Association shall be a President, a Secretary and a

Treasurer.

(b) Qualifications and Method of Election: The officers shall be members of the Association, shall be elected by the Board of Directors, and shall serve for a term of one (1) year. The President and Vice-President shall be members of the Board of Directors.

(c) President: The President shall preside at the meetings of the Association and of the Board of Directors at which President is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as a member ex officio of all standing committees.

(d) Vice President: The Vice President shall preside at meetings of the Association and the Board of Directors when the President is absent and shall exercise the powers of the President when the President is absent or disabled.

(e) Secretary: The Secretary shall keep the minutes of all of the meetings of the Association and of the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all corporate records.

(f) Treasurer: The Treasurer shall receive all Association funds, keep them in a bank approved by the Board of Directors, and pay out funds only on notice signed by Treasurer and by one (1) other officer. The Treasurer shall be a member ex officio of the Finance Committee.

(g) Vacancy: A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE VI

POWERS

Powers and Duties. The Association will have all of the powers and duties necessary for the administration of the affairs of the Development. Said powers and duties shall include, but not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Areas;
- (b) Operation, care and enforcement of any use and restrictions imposed upon the subdivision;
- (c) Operation, care, upkeep, maintenance and inspection of the Common Areas.
- (d) The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the Common Areas.

(d) To make or cause to be made additional improvements on and as part of the Common Areas;

(e) To acquire, hold, manage, convey and encumber title to real property in the name of and on behalf of the Association;

(f) The assessment and collection of the common expenses from the lot owners, and the enforcement of liens to secure unpaid assessments;

(g) The adoption and amendment of rules and regulations covering the details of the operation and use of the development, the Common Areas or any portion thereof;

(h) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

(i) Obtaining and administering insurance for the subdivision as set forth in the Declaration;

(j) Repairing, restoring or replacing Common Areas after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings, as provided in the By-Laws;

(k) Procuring legal and accounting services necessary or proper in the operation of the subdivision or the enforcement of these By-Laws;

(l) The assessment of costs or damages against any lot owner whose actions have proximately caused damages to the Common Areas;

(m) Payment of any amount necessary to discharge any lien or encumbrance levied against the entire development or any part thereof which may in the opinion of the Association constitute a lien against the development or against the Common Areas, rather than merely against the interests of particular lot owners (where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Association by reason of said lien or liens);

(n) Enforcement of the terms of the Declaration.

(o) All other powers granted by the Declaration or these By-Laws, permitted by law or enjoyed by associations of this kind.

(q) The formation, purpose, modification and dissolution of any Committee that the Board of Directors deems necessary for the proper administration of the Association. In any matter where the Declaration and/or By-Laws calls for review or action by a committee and said committee has not yet been or is not formed by the Board of Directors, the duties and requirements of the Committee shall be vested in the Board of Directors.

ARTICLE VII

INTERIM MANAGEMENT BY DECLARANT

From and after the date of the recording of these By-Laws, the Declarant shall exercise all powers and responsibilities assigned by these By-Laws and the Declaration to the Association and the Officers until such time as it turns over said powers and responsibilities to the lot owners. Said transfer of said powers and responsibilities shall occur upon the first to occur of: (1) the time of four (4) months after all of the lots in the Development have been conveyed to lot owners; or (2) the date the Declarant gives voluntary written notice in a recordable form to the then lot owners of record that lot owner has relinquished its powers hereunder. No contract binding the Association, or the lot owners as a group, which shall have been entered into during the period of Declarant's control as described in this Article shall be binding after the termination of the Declarant's control unless ratified or renewed with the consent or affirmative vote of lot owners of a majority of the residential lots in the Development.

ARTICLE VIII

COMMON EXPENSES

(a) **Common Expenses.** The owner of each lot shall be liable for and shall pay as and when assessed an equal share of common expenses in accordance with the terms of the Declaration. Common expenses shall include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the development, including without limitation, the maintenance of the Common Areas, all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each lot and the common interest appurtenant thereto or the personal property or any other interest of a lot owner), assessments, insurance, liability for loss or damage arising out of or in connection with the Common Areas, including Open Space, and enforcement of restrictions or any fire, accident or nuisance thereon, the cost of repair, reinstatement, rebuilding and replacement of facilities and improvements in the Common Areas and enforcement of use and environmental restrictions, maintenance, trash disposal and similar services, wages, accounting and legal fees, management fees and all other necessary expenses of upkeep, maintenance, improvements, management and operation incurred on or for the Common Areas and enforcement of any restrictions. The common expenses may also include such amounts as the Association may deem proper to make up any deficit in the Capital Fund (defined below in paragraph (c)). Common expenses will also include all common expense assessments against all lots, title to which is held by the Association. Common expenses also specifically include all expenses relating to the enforcement of any restriction or easement granted to the Association.

(b) **Capital Improvements.** Whenever in the judgment of the Association the Common Areas should be improved by new construction or alteration of existing facilities, any such additions, alterations or new construction may be made by the Association only after obtaining approval of two-thirds of the lot owners, the Town of Wells, and the Maine Department of Environmental Protection (MDEP) and Maine Historic Preservation Commission, if required. If such approval is so obtained, the cost thereof shall constitute a part of the common expenses.

(c) **Capital Funds.** The Association shall assess as a common expense an amount or amounts on a semi-annual or annual basis for the purpose of establishing and maintaining a general operating reserve and general replacement reserve together known as the Capital Fund, against anticipated future outlays for operations or for maintenance or replacement of facilities within the Common Areas or equipment or other property held by the Association in connection with the subdivision. The proportionate interest of each owner in said Capital Fund shall not be withdrawn or assigned separately but shall be deemed to be transferred with each lot even though not mentioned or described expressly in the instrument of transfer.

(d) **Books.** The Association will maintain books of account for common expenses for the Common Areas, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices. The Association will, not less frequently than annually, render or cause to be rendered, a statement to each owner of all receipts and disbursements during the preceding year and the balances of the various accounts. The current copies of the Declaration, Articles of Incorporation, By-Laws and other rules concerning the project, as well as books, records and financial statements shall be available for inspection by lot owners or by holders, insurers and guarantors of first mortgages that are secured by lots in the project. These documents shall be available during normal daytime business hours.

(e) **Enforcement.** The Association shall have a lien on every lot for unpaid assessments of common expenses levied against the lot, which may be applicable to said lot. Each periodic assessment and each special assessment shall be a separate, distinct and personal debt and obligation of the Lot Owner against whom the same are assessed. If a lot owner shall fail to pay this assessment when due, then the Lot Owner shall pay an additional assessment of \$50.00 for each such failure, and all delinquent assessments shall bear interest at the rate of eighteen percent (18%) per year from the assessment due date.

ARTICLE IX

GENERAL PROVISIONS

(a) **Abatement of Violations.** The violation of any rule or regulation adopted by the Association, the breach of any By-Law contained herein, or the breach of any provision in the Declaration shall give the Association the right, in addition to any other rights set forth in these By-Laws or in the Declaration, to enjoin, abate or remedy by appropriate legal proceedings,

either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting lot owner.

(b) **Waiver.** The failure of the Association to insist in any one or more instances upon strict performance of or compliance with any of the covenants of the owner hereunder, or to exercise any right or option herein contained or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect.

(c) **Notices.** All notices to lot owners shall be deemed given if hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to the owner, addressed to the owner's address appearing on the records of the Association. Any notice given or mailed to one co-owner shall be presumed to have been properly given to any other co-owner, regardless of whether a separate notice was given or sent to said other co-owner.

(d) **Amendment.** These By-Laws may be amended in the same fashion as the Declaration.

WARRANTY DEED

MICHAEL J. LEWIS, of 300 Harold L. Dow Highway, Eliot, ME 03903, for consideration paid, grants to _____, with *Warranty Covenants*, a certain lot of land, together with the buildings thereon, situated in the Town of Wells, County of York and State of Maine, and being further shown and delineated as *Lot* _____ on a plan entitled, ***“River Landing Subdivision, Tatnic Road, Wells, Maine, Subdivision Plan”*** dated August 31, 2021 by Tidewater Engineering & Surveying, Inc. and recorded in the York County Registry of Deeds (YCRD) at Plan Book _____, Page _____ (the Plan).

The above-described Lot is conveyed **TOGETHER WITH** an easement and right of over a private road known as Dagmar Road to be used in common with the Grantor, its successors, assigns and others. Said easement and right of way is shown and delineated on the Plan and shall be for the purpose of ingress and egress to and from Tatnic Road, by foot or motor vehicles, and also for all utilities.

The above-described Lot is conveyed **SUBJECT TO** all of the notes, conditions, restrictions, easements and limitations set forth on the Plan.

The above-described Lot is conveyed **SUBJECT TO** the terms, conditions, covenants and restrictions set forth in the “The Declaration of Easements, Covenants, Conditions, and Restrictions, The River Landing Subdivision, Wells, Maine,” dated _____, 2022 and recorded in the YCRD at Book _____, Page _____ (the “Declaration”). By acceptance of this deed the Grantee, its successors and assigns agree to be subject to the terms, conditions, easements and restrictions set forth in the Declaration. The Grantee, its successors and assigns shall participate, together with all the other owners of lots in the River Landing Subdivision, in the general maintenance and repair of the roadway (Dagmar Road) servicing the above-noted lot and stormwater management structures, mailboxes, fire cistern and all other common areas in accordance with the Declaration. By acceptance of this deed, the Grantee, its successors and assigns, agrees to become and remain a member in good standing in the River Landing Subdivision Homeowners Association (the “Association”).

The above-described premises are conveyed subject to the restriction, which shall run with the land, and which shall be enforceable by the Association or any other Lot owner, that the Grantee, its successors and assigns, shall not install or allow to be installed a dug well on the above described premises.

Meaning to describe and intending to convey a portion of the premises described in a deed dated September 9, 2020 from Joseph R. Lindsey to Declarant recorded in the YCRD in Book 18380, Page 755,

In Witness Whereof, Michael J. Lewis has caused this instrument to be signed this ____ day of _____, _____

Witness

Michael J. Lewis

STATE OF MAINE
COUNTY OF YORK

Date: _____

Then personally appeared the above-named, **Michael J. Lewis**, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Nam: _____

FIRE CISTERN ACCESS EASEMENT

(Municipal Access to Fire Cistern)

MICHAEL J. LEWIS, of South Berwick, Maine, ("Grantor"), for consideration paid, hereby grants to the **INHABITANTS OF THE TOWN OF WELLS**, a Maine body corporate and politic, with offices in Wells, Maine (the "Grantee"), with **Warranty Covenants**, a non-exclusive access easement for the purpose described below, over portions of Grantor's property shown as "Fire Cistern Easement Limits" on a plan titled "River Landing Subdivision, Tatnic Road, Wells, Maine, Subdivision Plan" by Tidewater Engineering & Surveying, Inc. August 31, 2021 (hereinafter the "Plan"), to be recorded in the York County Registry of Deeds (YCRD).

This easement includes the right to use the 50-foot right of way shown on the Plan as "Dagmar Drive" to access the "30,000 GAL. FIRE CISTERN" shown on the Plan and to take water from said fire cistern. The right of entry granted herein may be by foot or with vehicles with such machinery and equipment as may be reasonably necessary to conduct testing on water levels, required maintenance of any hydrants or appurtenances contained thereon and to draw water from the same for public firefighting and training purposes.

This easement burdens land of the Grantor described in a deed dated September 9, 2020 from Joseph R. Lindsey to Declarant recorded in the YCRD in Book 18380, Page 755.

The Grantee, its successors and assigns, or the River Landing Subdivision Homeowners' Association (the "Association") shall be solely responsible for the construction, maintenance, monitoring, repair and replacement of the roadways to the Fire Cistern, dry hydrant and any and all associated piping and the fire cistern itself in order to maintain the required water volume and viability of the system.

If initial tests or initial inspections by the Wells Fire Department discover an issue or a defect with the fire hydrant system that requires a repair, Grantee shall notify Grantor in writing and Grantor shall make the necessary repairs within 30 days of notification. After the initial inspections and tests, the Association shall be responsible for repairs and any notices required hereunder shall be given to the Association.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the date of notarization below.

Witness

Michael J. Lewis

STATE OF MAINE
COUNTY OF YORK

Date: _____

Then personally appeared the above-named, **Michael J. Lewis**, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Notary Public
Print Name:



EASEMENT DEED

DANA M. BISSONETTE of 350 Tatnic Road, Wells, ME 04090, grants to **MICHAEL J. LEWIS** of 171 York Woods Road, South Berwick, ME 03908, an easement in the Town of Wells, County of York, and State of Maine, more particularly described as follows

A non-exclusive perpetual easement for the purpose of providing and maintaining an unobstructed line of sight for motor vehicle drivers exiting and entering abutting land of the Grantee and motor vehicle drivers travelling on the adjacent public way.

The location of the easement shall be a portion of land of the Grantor described in a deed recorded in the York County Registry of Deeds (YCRD) in Book 15772, Page 853, more particularly bounded and described in the attached Exhibit A, incorporated herein (the "premises"). The easement benefits and is appurtenant to land of the Grantee described in a deed recorded in the YCRD in Book 18380, Page 755.

Grantor shall not erect, construct, or install or allow to be erected, constructed or installed, any signage, buildings, or other improvements (either permanent or temporary in nature) on the premises.

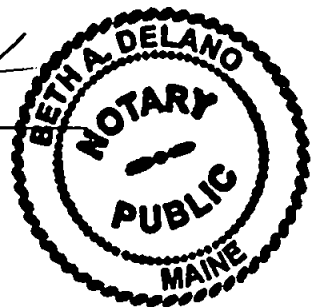
Grantee, its successors, contractors or assigns, and their agents and employees shall have the right to enter said premises to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain a suitable slope or grade which will provide proper sight distance and line of sight, and to clear any brush, trees, weeds, signs, structures or other obstructions upon said premises, down to ground level.

By acceptance of this easement, the Grantee, its successors and assigns agree to defend, indemnify and hold the Grantor, its successors and assigns harmless from and against any and all claims, liability, damage or expense (including attorney's fees) arising out of Grantee's exercise of the rights and easements granted herein.

IN WITNESS WHEREOF, Dana M. Bissonette has caused this instrument to be signed this 30 day of ~~November~~ Dec 2021.

[Signature]
Witness

[Signature]
Dana M. Bissonette



STATE OF MAINE
COUNTY OF YORK

Dec
November 30, 2021

Then personally appeared the above-named, Dana M. Bissonette, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

[Signature]
Notary Public

Print Name: Beth A Delano

BETH A. DELANO
NOTARY PUBLIC
State of Maine
My Commission Expires
October 10, 2022

EXHIBIT A

BEGINNING at an iron pipe on the southerly sideline of Tatnic Road at the northwesterly corner of the land of the Grantor and the northwesterly corner of Lot 6 as shown on an unrecorded plan entitled "Subdivision Plan for Joseph D. Littlefield Wells, Maine" prepared by Frank Emery Engineers/Surveyors dated September 20, 1978;

THENCE S 57° 53' 30" E, along the sideline of said Tatnic Road, 22.25 feet to a point;

THENCE S 45° 50' 30" E, along the sideline of Tatnic Road and a stone wall, 70.00 feet to a point;

THENCE N 58° 02' 54" W, through the land of the Grantor, 88.64 feet, more or less, to the common line of Lot 6 and Lot 7 and the land of the Grantee;

THENCE N 24° 10' E, along the common line of Lot 6 and Lot 7 and the land of the Grantee, 15.00 feet to the POINT OF BEGINNING.

The above described easement being located on a portion of the premises conveyed to the Grantor herein by Quit Claim Deed of Joseph D. Littlefield dated Nov. 30, 2009 and recorded in the York County Registry of Deeds in Book 15772 Page 853.