

After recording return to:

Town of Wells
208 Sanford Road
WELLS, ME 04090

(space above reserved for recording information)

FIRE PROTECTION
AND
DRAINAGE EASEMENT DEED
Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, That SEACOAST LAND ACQUISITIONS, LLC, a Maine limited liability company having a mailing address of 57 Smutty Lane, Saco, ME 04072, by for consideration paid, grants to THE INHABITANTS OF THE TOWN OF WELLS, a Maine municipal corporation with a mailing address of 208 Sanford Road, Wells, Maine, 04090 ***with warranty covenants***, an interest in land situated in the Town of Wells in the County of York and State of Maine, described as follows:

A perpetual right of way and easement for purposes of ingress and egress on foot or in vehicles and for the installation, maintenance, repair and replacement of any required utility services, culverts and drainage facilities reasonably necessary to accomplish the purposes of this grant but not the obligation to install, maintain repair and replacement of the same, in, on, over and under those areas referred to as 30,000 Gallon Fire Cistern and “Proposed Drainage Easement to the Town of Wells (Graded to drain from the Culvert to the wetlands)” and access thereto from both Chicks Crossing Road and Lydia Circle and that area marked “ 50’ Open Space-No Cut” along the northwesterly boundary line of Lot #1, all being shown and depicted on plan entitled “Final Plan Showing Chicks Crossing Village, a 20 Lot Residential Cluster Subdivision”, dated April 22, 2022, as revised through _____, prepared by Corner Post Land Surveying and recorded in York Registry of Deeds in Plan Book _____, pages ____ through ____ (the “Plan”) to which Plan and the record thereof reference is made or a more particular description of said areas, together with a right of entry by persons on foot or in vehicles with such machinery and equipment as may be reasonably necessary to conduct testing on water levels, soundness of the cisterns, required maintenance thereof and any hydrants or appurtenances contained thereon and to draw water from the same for public fire-fighting and training purposes.

The Grantor, its successor and assigns, shall be responsible during its development of the above Cluster Subdivision and upon the turnover to the Chicks Crossing Homeowners’ Association the Association shall be solely responsible for the construction, maintenance, monitoring, repair and replacement of the roadways to the fire cistern, electrical service, the 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 and similar responsibility for the maintenance, repair and replacement of improvements within the said drainage easement so that the intended drainage is maintained. .

If initial tests or initial inspections performed by the Wells Fire Department discover an issue or

defect with the fire hydrant system or its operation which requires a repair, notification to the Grantor, its successors or assigns will be given within five (5) days of the discovery or said issue or defect, and Grantor shall make the necessary repairs within Thirty (30) days of notification. After the initial inspections and tests, responsibility for repairs shall lie with the Homeowner's Association and notice shall be given to it. Similar rights of inspection with respect to the drainage easement shall be granted to the Public Works Department of the Town of Wells with the same obligations of Grantor and the aforesaid Homeowner's Association.

Being an interest in real estate conveyed to Seacoast Land Acquisitions, LLC by deed of Candace Ferrell and Robin Knight, Successor Co-Trustees of the Dorothy B. Hamlyn Trust dated November 19, 2021, and recorded in York Registry of Deeds in Book 18879, page 782.

IN WITNESS WHEREOF, SEACOAST LAND DEVELOPMENT has caused tis instrument to be signed in its name and behalf by Jason Labonte, its Member, thereunto duly authorized, this ____ day of _____, 2023.

Seacoast Land Acquisitions, LLC

Witness

By: _____
Jason Labonte, Member

STATE OF MAINE

York, ss _____, 2023

Personally appeared the above named Jason Labonte, Member of said Seacoast Land Acquisitions, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Limited Liability Company.

Before me, _____
Notary Public/Maine Attorney-At-Law

Print Name

My Commission Expires

EXHIBIT A

CHICKS CROSSING VILLAGE
WELLS, MAINE

Lots 3 through 20, inclusive, in the CHICKS CROSSING VILLAGE SUBDIVISION, so-called, is conveyed subject to the following conditions and restrictions which shall run with and bind the premises conveyed hereby and all other lots contained on the aforementioned Plan, shall be enforceable until December 31, 2063, (PROVIDED, HOWEVER ANY PROVISIONS WHICH HAVE THE POTENTIAL TO SIGNIFICANTLY IMPACT THE QUALITY OF THE PUBLIC WATER SUPPLY FROM BRANCH BROOK SHALL PERPETUALLY REMAIN IN FORCE AND ENFORCEABLE BY THE TOWN OF WELLS AND/OR KENNEBUNK, KENNEBUNKPORT & WELLS WATER DISTRICT UNLESS WAIVED BY KENNEBUNK, KENNEBUNKPORT & WELLS WATER DISTRICT) and Seacoast Land Acquisitions, LLC, its successors and assigns, and all other lots owners on said plan shall have the right at any time or times to proceed at law or in equity against any person violating or attempting to violate any of the provisions hereof and to compel compliance with the terms hereof, but said Seacoast Acquisitions, LLC, its successors and assigns, shall be under no obligation to enforce any of said restrictions:

1. No structures except single family residences and structures ordinarily appurtenant thereto shall be built or erected upon each numbered lot herein conveyed. The main living structure shall contain at least 1,100 square feet of living area, if a single-story structure, and at least 1,500 square feet of living area, if a two-story structure. Living area shall not include basements, garages, porches, breezeways or decks and the areas must be suitable, when finished, for occupancy on a year around basis. The domestic potable water supply shall be by drilled wells. No dug wells, so-called, shall be permitted.

2. No building or structure of any type shall be erected, placed or permitted to remain on the above described premises unless the exterior finish and design and placement of such building or structure on the lot shall be approved by either Seacoast Land Acquisitions, LLC or Home Innovations, LLC, its successors or assigns, or by its duly authorized agent or designee. The approval required by this paragraph shall only apply until such time as both Seacoast Acquisitions, LLC and Home Innovations, LLC or its successors or specific assigns shall cease to have any ownership interest in the real property as shown on plans (jointly and severally the "Plan") entitled "Final Plan Showing Chicks Crossing Village, A 20 Lot Residential Cluster Subdivision by Seacoast Land Acquisitions, LLC, dated April 25, 2022, as revised through _____, and duly recorded in York Registry of Deeds in Plan Book _____, pages _____ and _____ and this restriction does not necessitate the approval in any form of any other lot owner on the Plan.

3. The Grantees herein agree to complete all building construction and landscaping within twelve (12) months from the beginning of construction. Completion, as used herein, includes, but is not limited to, porches, steps, decks, platforms, carports and other outside living terraces.

4. No junk or abandoned vehicles or vehicles of a size larger than one (1) ton in size nor accumulations of trash or debris shall be allowed on said premises.

5. No animals other than ordinary household pets may be kept, boarded or otherwise maintained on the premises.

6. No mobile homes shall be placed on the property at any time, provided, however, that trailers used for camping or so-called recreational vehicles, boats, trailers or similar vehicles may be stored upon the property.

7. No snowmobiles, all-terrain vehicles, motor bikes, go-carts or similar sport vehicles may be operated anywhere within the limits of Chicks Crossing Subdivision except for such minimal use as is necessary to load them for transport. Or unload them following transport.

8. Each owner of lots 3 through 20, inclusive in Chicks Crossing Subdivision shall be a member of the Chicks Crossing Homeowners' Association, (the "Association") a Maine not-for-profit corporation upon its formation, when formed by Seacoast Land Acquisitions, LLC or its specific assigns. Such formation shall occur at any time prior to the sale of the first lot in the subdivision upon which a home has been constructed and is ready for occupancy. Each lot owner shall have one vote in the Association for each lot owned. One vote shall be allocated to each Lot regardless of the number of owners of each lot. The Association shall be charged with the costs of maintenance, repair, replacement and snow plowing of the roadway in the Subdivision, but not the initial installation cost thereof, as well as the cost of handling and removal of household trash and wastes, its being understood ~~the intention~~ that Lydia's Circle shall remain a private road, shall not be accepted by the Town of Wells and the ownership shall be placed in the Association prior to the sale of 75% of the lots in the Subdivision or at such later time as Seacoast Land Acquisitions, LLC or its specific assignee shall choose. The Association shall also be responsible for the maintenance and landscaping of all Open Space areas, and entrance areas, esplanades and boulevards, the maintenance, repair and replacement of any common mailbox systems and any appurtenances thereto and the maintenance, repair and replacement of all surface and subsurface drainage systems such as the swales, culverts, level spreaders, meadow or forested buffers, including, but not limited to that area labelled "Proposed Drainage Easement to the Town of Wells, (Graded to drain from the culvert to the wetlands)" together with the maintenance, repair and replacement of the private portions of the fire protection system within the subdivision. The Association shall also be in charge of the implementation and enforcement of the terms of any Road Maintenance Agreement which may be placed with regard to the subdivision including, but not limited to, maintenance, repair and replacement of the fire cistern. The Association shall also be responsible for the implementation of any requirements of the Wells Planning Board as a condition of subdivision approval.

9. The Kennebunk, Kennebunkport and Wells Water District and the Town of Wells shall be considered a third party beneficiaries of the terms and conditions set forth herein and shall be entitled to enforce the provisions hereof to prevent violation in order to protect the water quality of Branch Brook, a component of the public water supply for the District and, in the case of the Town of Wells, to enforce these restrictions which were conditions of Planning Board Approval.

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The By-laws of the Association shall be adopted on its formation and made available to the membership as well as being recorded in the York Registry of Deeds.

Shared/rah/realestate/subdivisions/chickscrossing/restriuctions/rev 6/11/2023