

**LONG POND SUBDIVISION ASSOCIATION AGREEMENT**

WHEREAS, the owners of lots in the Long Pond Subdivision own, pursuant to their deeds of conveyance, for each lot owned, a one-tenth (1/10) interest in and to the common open and undeveloped land of the subdivision, and;

WHEREAS, the owners of lots in the Long Pond Subdivision own, pursuant to their deeds of conveyance, for each lot owned, a one-tenth (1/10) interest in and to the roadways located in said subdivision;

WHEREAS, the owners of lots in the Long Pond Subdivision agree that it is to their mutual benefit that the open and undeveloped land, so designated in the subdivision plan, is commonly owned by the lot owners of the subdivision and shall forever be left undeveloped and left in its natural state;

WHEREAS, the owners of lots in the Long Pond Subdivision agree that it is to their mutual benefit to have a dumpster within the Long Pond Subdivision which will be maintained and paid for by the Association and agreed to be shared by equal contribution of each lot owner in the Subdivision;

WHEREAS, the owners of lots in the Long Pond Subdivision agree that it is to their mutual benefit that the roadways be maintained in a safe and travelable condition and further recognize that said maintenance shall be an expense of the Association, and that said expense shall be funded by equal contribution of each lot owner in the Subdivision;

WHEREAS, the owners of lots in the Long Pond Subdivision agree that it is to their mutual benefit that they will maintain the improvements per the Stormwater Management permit approval number L-22333-TC-C-N on October 13, 2005 as required by the STORMWATER MANAGEMENT FOR MAINE BEST MANAGEMENT PRACTICES and per the MAINE CONSTRUCTION GENERAL PERMIT as filed with the Maine DEP.

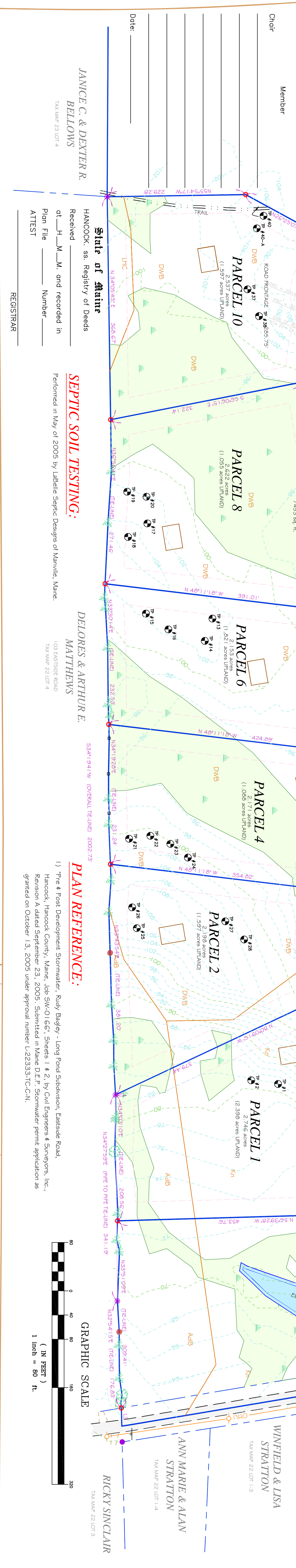
NOW THEREFORE, the members of this Association, in consideration of their mutual promises, agree as follows:

1. That every lot owner of this subdivision shall be a member of this Association.
2. That the developer shall maintain control of common open space and facilities and be responsible for their maintenance until at least fifty-one (51) percent of the developments lots have been sold, with evidence of such completion and sales submitted to and approved by the Planning Board.
3. That the Association shall be a not-for-profit corporation.
4. That prior to the receipt of a deed conveying an interest in a lot in this subdivision each prospective lot owner shall by higher acceptance of a deed to a lot become a member of this Association and agrees to and is bound by its requirements.
5. That on the first day of each year, each member of the Association shall pay to the Director of this Association the sum of Two Hundred and Zero Hundredths Dollars (\$200.00). This sum shall be designated the "Annual Fee" and shall be held by the Association in a separate and distinct facilities account for the fulfillment of the goals of this Association.
6. That on the first day of June of each year the Association shall meet and shall elect a Director, who shall maintain the records of this Association, and who shall see to the dispersal of funds for the maintenance and upkeep of the roadways of the subdivision.
7. That at the first of such meetings, as described above in paragraph 6, the Association shall create, through a majority vote, a set of By-Laws specifying the responsibilities and authority of the Association, the operating procedures of the Association, and providing for proper capitalization of the Association to cover the costs of major repairs, maintenance, and replacement of common facilities.
8. That the Director may, from time to time, special meetings to address needs of the subdivision, and it is the duty of each member to attend such meetings.
9. Snow plowing costs to be split into equal shares by all property owners living, and/or accessing their property over said subdivision road.
10. Any fees for a dumpster to be split into equal shares by all property owners living, and/or accessing their property.
11. That no mobile homes that are constructed in less than two sections (as further defined in M.R.S.A., Title 30-A, Chapter 187, §435B, Paragraph 1, (A), 1) be built on any lot.
12. That no multi-family housing be built on any lot.

LINE	BEARING	LENGTH
L1	N13°34'43"E	31.724
L2	S89°52'57"W	10.000
L3	N33°32'51"E	30.026
L4	S64°40'31"E	54.955
L5	S25°31'30"W	235.724
L6	S25°31'30"W	242.772
L7	S25°31'30"W	312.112
L8	S25°31'30"W	275.536
L9	S25°31'30"W	515.5443W
L10	S15°34'43"W	69.930
L11	S15°34'43"W	52.295
L12	S70°27'59"W	75.633
L13	S25°27'59"W	52.295
L14	S25°27'59"W	52.295
L15	S15°34'43"W	21.159
L16	S15°34'43"W	21.159
L17	N49°11'28"W	54.276

This subdivision plan has been approved without conditions by the Hancock Planning Board in accordance with 4001, et seq.

Approved lots may be sold or leased only in accordance with all applicable terms and conditions included in and/or attached to the written order issued by the Planning Board on \_\_\_\_\_ and recorded in the Hancock County Registry of Deeds in Book \_\_\_\_\_ on page \_\_\_\_\_.



**SUBDIV**

**PATRIOT LAND SURVEYS**

**RUDY BAGLEY**  
LONG POND SUBDIVISION

**FINAL SUBDIVISION PLAN**

PROJECT NUMBER: 2005-002

LOCATION: EASTSIDE ROAD

TOWN: HANCOCK COUNTY: HANCOCK STATE: MAINE DATE: OCTOBER 26, 2005

SCALE: 1 inch = 80 feet

DRAWN BY: JBPC

NO. REVISIONS DATE

**CERTIFICATION:**

To the best of my knowledge, information, and belief, and in my professional opinion, this survey conforms to the Standards of Practice Promulgated by the Maine Board of Licensure for Professional Land Surveyors.

Joseph B. P. Coffey

WITHOUT SIGNATURE

**ADDITIONAL REQUIREMENTS:**

- 1) All roads in this development shall remain private roads to be maintained by the developer or the lot owners and shall not be accepted or maintained by the Town.
- 2) Abutter Shawn R. Bagley shall be granted a 50 foot wide access right-of-way over the proposed way to be named Long Pond Road, for all purposes of a way including the right to install utility services as defined in 33 M.R.S.A. §415B (2).
- 3) Future development shall be required to join proposed road association.
- 4) Parcel 7 shall build driveway in wetland impact area as shown. If house placement requires crossing wetlands with driveway.

**D.E.P. TIER I WETLANDS IMPACT:**

- 7453 sq. ft.
- 5153 sq. ft.
- 1299 sq. ft.
- 924 sq. ft.
- 170 sq. ft.
- 14,995 sq. ft.

**SOILS FOUND ON-SITE**

CLASSIFICATION	NAME / DESCRIPTION
A/B	ADAMS LOAMY SAND, 0% TO 8% SLOPES
D/WB	DIVELD-COLORED-TURNBROOK COMPLEX, GENTLY SLOPING
K <sub>1</sub>	KANSAS LOAMY SAND
L/HC	LYMAN-BRAYTON-SCHOODIC COMPLEX, ROLLING SLOPES

INFORMATION REFERENCED FROM U.S. DEPT. OF AGRICULTURE S.C.S. SOIL SURVEY OF HANCOCK COUNTY OF MAINE, 1986, REPRINTED 1998

**CURRENT OWNER**

**RUDY BAGLEY**  
P.O. BOX 64  
HANCOCK, MAINE 04640  
BOOK 406, PAGE 22  
30.00 ACRES

**BEVERLY M. & DURELLA DOW**  
51 EASTSIDE ROAD  
TAX MAP 21 LOT 58

**REBECCA CROSS & CHRISTOPHER LAMOTTE**  
67 EASTSIDE ROAD  
TAX MAP 21 LOT 57

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	91.14	529.00	S20°33'00"W	91.02
C2	62.46	479.00	S20°33'00"W	62.36
C3	146.74	175.00	N39°52'57"E	144.31
C4	146.74	175.00	N39°52'57"E	144.31
C5	23.40	175.00	S65°59'12"W	23.36
C6	18.90	175.00	N47°22'19"E	18.89
C7	96.17	125.00	S47°57'59"W	95.67
C8	108.05	175.00	S43°09'12"W	106.34
C9	67.31	175.00	S33°43'33"E	66.41
C10	174.34	65.00	S50°25'16"W	126.59
C11	169.97	65.00	N17°40'06"E	125.52
C12	169.97	65.00	N17°40'06"E	125.52
C13	9.39	10.00	S30°57'24"W	9.34
C14	06.40	225.00	N43°56'39"E	10.42
C15	19.96	225.00	N27°55'55"E	19.86
C16	10.17	19.00	S45°01'21"W	10.60

**LEGEND**

- IRON ROD FOUND
- IRON PIPE FOUND
- 5/8" REBAR PROPOSED
- UTILITY POLE
- OVERHEAD UTILITY LINE
- SIGN
- EXISTING CONTOUR
- SURVEYED LINE
- APPROXIMATE ABUTTERS LINE
- WIRE FENCE
- SETBACK
- TEST PIT
- CONIFEROUS TREE
- DECIDUOUS TREE
- DELIMITED WETLANDS

**E.C.O. SECTION 5 B, § 7b. RURAL RESIDENTIAL ZONE:**

- AS OF TOWN MEETING DATED MAY 10, 2004
- A. Minimum lot size: 2 acres.
  - B. Minimum road frontage: 100 feet.
  - C. Minimum front setback: 50 feet from C.L.
  - D. Minimum side setback: 30 feet.
  - E. Minimum rear setback: 30 feet.
  - F. Maximum lot coverage: 30%.
  - G. Maximum height: 35 feet.

