

DECLARATION OF PROTECTIVE COVENANTS

This DECLARATION, made this 7 day of August, 2023 by HIGHLAND RIDGE FARM, LLC, a Maine limited liability company, with an address of 76 Hawthorn Lane, South Portland, ME 04106, hereinafter called the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Readfield, Kennebec County, Maine, described in deeds dated January 20, 2016 and recorded in the Kennebec County Registry of Deeds in Book 12213, Page 26, and Book 12213, Page 28 (the "Property"); and

WHEREAS, Declarant now wishes to place certain restrictions upon approximately 20 acres of the Property, in the location identified as the "Covenant Area" described in and depicted on Exhibit A (the "Covenant Area") , for the benefit of the Town of Readfield, as set forth herein.

NOW THEREFORE, Declarant hereby declares that the Covenant Area is and shall forever be held, transferred, sold, conveyed, occupied, and maintained subject to the conditions and restrictions set forth herein (the "Restrictions"). The Restrictions shall run with the Covenant Area and shall be binding on all parties having any right, title or interest in and to the Covenant Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Covenant Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Covenant Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Covenant Area subject to the Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Restrictions hereinafter set forth.

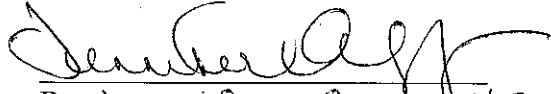
1. Restrictions on Covenant Area. Subject to the exceptions in Section 2 below, the Covenant Area shall not be further divided and no new structures shall be erected on the Covenant Area, and the Covenant Area shall be used only for agriculture, agricultural recreation (including, but not limited to apple picking and corn mazes), forestry or conservation, and must otherwise remain undeveloped in perpetuity. The use of the Covenant Area is hereinafter limited as follows.
 - a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Covenant Area, nor shall the topography of the area be altered or manipulated in any way;

- b. No building, sign, fence, utility pole, or other temporary or permanent structure may be constructed, placed or permitted to remain on the Covenant Area; provided, however, that Declarant, its successors and assigns may construct and maintain foot paths, including, without limitation, bridges over wet areas, fencing to protect habitats and other sensitive areas, reasonable signage, and other construction required for agriculture or permitted recreational uses;
 - c. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Covenant Area unless reasonably required for agriculture, forestry, or permitted recreational uses;
2. Exception for Solar Facility. Notwithstanding the foregoing, the construction, operation, maintenance, and decommissioning of solar energy facilities, including, without limitation the solar energy facility that is the subject of that certain Lease and Option Agreement, by and between Declarant and Readfield Solar I, LLC, dated September 9, 2019, and noticed by a Memorandum of Lease recorded in the Kennebec County Registry of Deeds in Book 14644, Pages 89-93 (the "Lease"), shall be exempt from the Restrictions in their entirety for so long as the covenant area is used for solar energy production. For the avoidance of doubt, any solar energy facilities that are the subject of any leases for use of the covenant area that succeed the Lease shall also be exempt from the Restrictions in their entirety.
 3. Enforcement. The Town of Readfield may enforce any of the Restrictions set forth in Section 1 above.
 4. Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of the Covenant Area. If the Covenant Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions to the extent that any of the Covenant Area is included within such owner's property.
 5. Amendment. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Covenant Area and by the Town of Readfield.
 6. Effective Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a land use restriction running with the land as a burden and upon the title to the Covenant Area.
 7. Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.
 8. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

HIGHLAND RIDGE FARM, LLC



By: DEAN A. SCIARAFFA
Its: MEMBER



By: Jennifer Sciaraffa
Its: Member

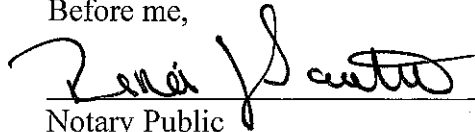
Cumberland
Penobscot, ss

STATE OF MAINE

August 7, 2023

Personally appeared the above named Dean + Jennifer Sciaraffa of Highland Ridge Farm, LLC, and acknowledged the foregoing instrument to be their free act and deed in said capacity and the free act and deed of said company.

Before me,



Notary Public

Print Name:

