

# Iron Mine, LLC PO Box 97, Hinckley, ME 04944 207-509-9927

## Revision to an Approved Subdivision Plan Application

Date of Submission: May 9, 2022

### **PROPOSAL**

Expansion of a State of Maine approved and licensed mobile home park to 42 units



# STATE OF MAINE DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION COMPANY APPLICATION

|                                 |  |  | PLICAN                    | NT INFORMATION   | (please        | print)   |   |
|---------------------------------|--|--|---------------------------|--|----------------|--|---|
|                                 |  | ALNAME IFON M  | กร                        | LLC  |                |  |   |
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| CITY                            | Go   | Ardinac  | STATE                     |  | 4345           | COUNTY   | Kennebec  |
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| CITY                            | Hiv  |  | STATE                     | ME ZIP OU  | 4944           | COUNTY   | Kenneher  |
| PHO                             | NE#  | (202)509-9927  |                           | 207)616-7002   | F-MAIL V       | 1-4  | 1) Ennehel  |
| By m<br>By su<br>of my<br>suspe | y signat<br>ibmitting<br>license<br>ension c | oure, I hereby certify that the inform<br>g this application, I affirm that the C<br>and that this information is truthfu<br>for revocation of my license if this in | nation pro<br>Office of P | ovided on this application in Professional and Occupational Lalso understand the | is true and ad | ccurate to the   | e best of my knowledge and belief. upon this information for issuance used including denial, fines, |
| SIG                             | NATU   | IRE DOU  | rich                      | DATE   | 05-            | 20-3   | 73  |
|                                 |  |  |                           |  |                |  | Office Use Only:  |
|                                 |  | NEW COMMUNITY<br>(new license #)   |                           | • \$50.00 plus \$5.00 (MP1422N   |                |  | MP43601422  |
|                                 |  | NEW OWNERSHIP<br>(new license #)   |                           | • \$50.00 plus \$5.00 (MP1422O   |                |  | Office Use Only:<br>Check #   |
|                                 | <b>D</b>                                     | COMMUNITY EXPANSION (use existing license #)   |                           | • \$5.00/per new site (MP1422X)  |                | A  | mount:  |
| ,                               |  |  |                           | •  |                | Is   | ssue Date<br>xp. Date   |
| PAY                             | MENT   | OPTIONS:   |                           |  |                |  |   |
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| Name                            | of Car                                       | dholder: Jo Rod  | eric                      | ck   | ***            |  |   |
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| City: _                         | #  | nckley   |                           | State: Ne  |                | Zip Co   | de: 04944   |
| County                          | /:K  | Cennebec   |                           | Telephone:   | 07-50          | 9-792  | 7   |
| autho<br>Regula                 | rize the                                     | e State of Maine, Department of charge my Visa MasterC   | of Profes                 | ssional and Financial R  | egulation, (   | Office of Pr   | rofessional and Occupational  |
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| Lunc                            | lerstan                                      | d that fees are non-refundable   |                           |  |                |  |   |
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|                                 |  |  |                           |  |                |  |   |

#### **APPLICATION FOR A MANUFACTURED HOUSING COMMUNITY LICENSE**

List Name(s) and addresses of Owner(s), Partners or Corporate Officers. Attach additional Sheet(s) if necessary.

If applicant is not an individual, certificate of good standing from the Secretary of State where the Applicant is registered.

|         | NAME & ADDRESS OF OWNER(S)/PARTNERS/CORPORATE OFFICERS | TELEPHONE NUMBER AND EMAIL ADDRESS               |
|---------|--|--|
| Name    | Iron Mine, LCC   | 207-509-9927                                     |
| Address | POBOX 97, Hinckley No 04944                            | 207-509-9927<br>homedeals of maine<br>egmail-com |
| Name    |  | J J Maix   |
| Address |  |  |
| Name    |  |  |
| Address |  |  |

### **COMMUNITY INFORMATION**

| Name of Community   | Number of Sites                   |
|---|-----------------------------------|
| Iron Mine Mobile Home tark  | 42                                |
|   |                                   |
| O OHBrunswick Rd, Gardiner  | 1                                 |
| Municipality of Township  | County                            |
| Gardiner  | Kennebec                          |
| Name of Community Manager   | Telephone Number                  |
| Jo Roderick   | 207-509-9927                      |
| Address   | Email Address of maine @          |
| POBox 97, HMCKley, Me 04944   | numedeas of mail com              |
|   | J -                               |
| Name of Designated Water Operator (if other than manager)                       | Telephone Number                  |
|   | 207-582-5500                      |
| Address 246 Water St., Gardiner, Me. 04345                                      | Email Address                     |
| 270 Will St., Castille, 1. C. U (313)   | info@gardinerunder district.com   |
| For New Ownership Only  | district. com                     |
| For New Ownership Only  |                                   |
|   |                                   |
| List the name of the former owner, the name of the community un                 | nder that owner, and license num- |
| ber:  |                                   |
|   |                                   |
| For Community Formandon Only  |                                   |
| For Community Expansion Only  |                                   |
|   |                                   |
| Existing licensed sites $\underline{24}$ Expansion sites $\underline{18}$ Total | number of sites 42                |

### For All Communities and Community Expansions

|   | 1. How is the drinking water to be supplied to the site?  |          |   |  |  |  |  |
|---|---|----------|---|--|--|--|--|
|   |   | ×        | Off-site Public Utility   |  |  |  |  |
|   |   |          | Community Water System  |  |  |  |  |
|   |   | Ö        | Private Water System. List the number of wells currently in use List the identification number of most recent analysis: Attach the results of the most recent analysis. |  |  |  |  |
|   | 2.  | How i    | s the wastewater to be disposed of?   |  |  |  |  |
|   |   |          | Individual septic system  |  |  |  |  |
|   |   |          | Central on-site disposal with collection lines by applicant   |  |  |  |  |
|   |   | ×        | Off-site public utility   |  |  |  |  |
|   |   |          | THE STATEMENT BELOW AND SIGN AS YOUR TESTAMENT TO THE INFORMATION PRO-  |  |  |  |  |
| L | BY MY SIGNATURE, I AFFIRM THAT ALL INFORMATION PROVIDED IN CONNECTION WITH THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF, WITH THE UNDERSTANDING THAT ANY OMISSIONS, INACCURACIES, OR FAILURE TO MAKE FULL DISCLOSURE MAY BE DEEMED SUFFICIENT REASON TO SUSPEND OR RECOMMEND REVOCATION OF A LICENSE ISSUED BY THE DEPARTMENT. |          |   |  |  |  |  |
|   | Signat  | ure of A | applicant Date 05-20-22   |  |  |  |  |
|   | Printe  | d Name   | and Title Jo Roderick, sole member  |  |  |  |  |
|   |   |          |   |  |  |  |  |

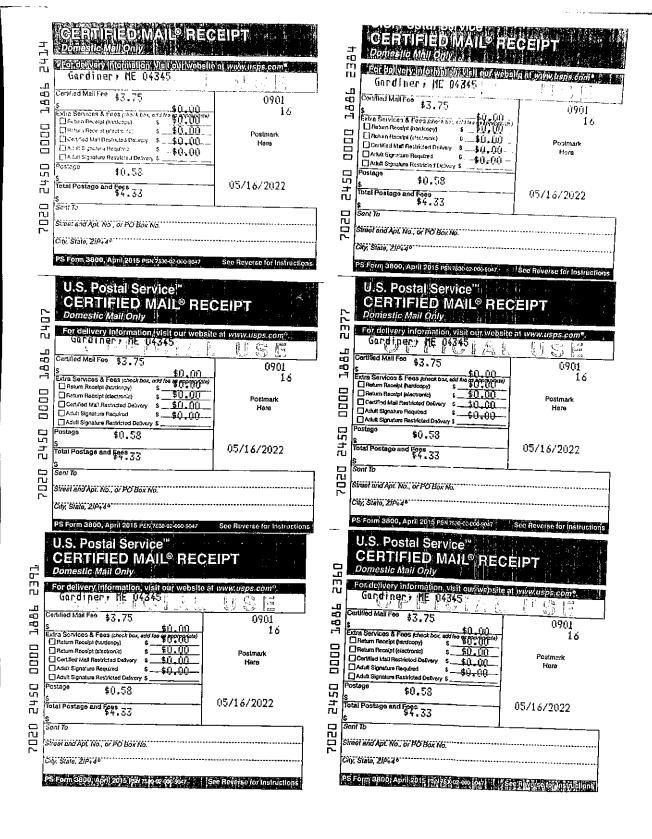
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#### **Last Transaction**

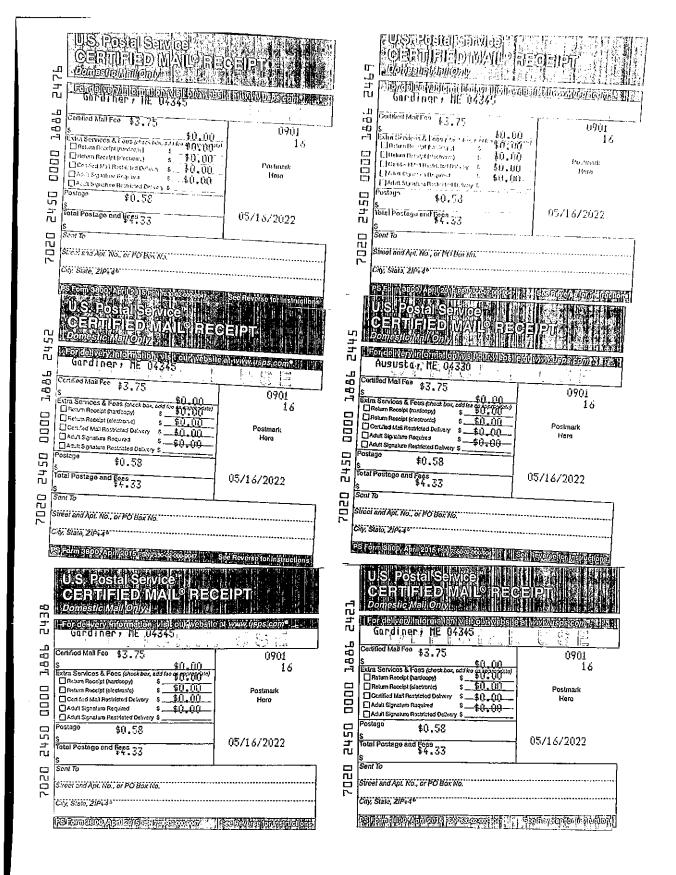
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### TABLE OF CONTENTS

### Revision to an Approved Subdivision Plan Application

Item A - Proof of pre-existing unit #16 including but not limited to Legal Documents

- Picture of CMP meter
- Picture of lot map with unit #16 present
- Picture of pre-existing water and electrical lines
- Copy of CMP bill for unit #16
- Copy of meter numbers with unit #16
- Boundaries and Legends

Item B - Proof of Right, Title and/or Interest in the property.

- Purchased City Map 027, Lots 14
- Iron Mine, LLC Articles of Incorporation

Item C- Deeds and Easements

Item D- Tax Maps, Book and Page

#### Item E- Abutters

- · Copy of Legal Ad
- Names and Addresses of ALL Abutters
- Copy of letter sent to All Abutters
- Proof of purchase for Legal Ad and Email correspondence with Kennebec Journal and Morning Sentinel
- Copy of Certified Mailed Receipts for letter to Abutters

Item F- Acreage of Proposed subdivision revision, roads and acreage NOT included in the proposal

Item G- Copy of the Portion of the County Soil Survey covering the Subdivision

Item H- Letter from City Manager indicating adequate capacity

Item I - Letter from Water District indicating adequate supply and pressure

- Item J- Letter from Police Chief
- Item K-Letter from Fire Chief
- Item L- N/A No phosphorous Material on Property
- Item M- Road Plans

State of Maine Code 02-385-850 re: Street construction standards for manufactured housing communities Maine State Legislature MHP Law Page 22 re: private road in MHP Refer to James Coffin's engineered plan for road

- **Item N-** Traffic Access Data for the site including an estimate of the amount of vehicular traffic to be generated on a daily basis.
- **Item O-** Statement indicating how the solid waste from the subdivision will be handled.
- Item P- Documentation indicating that the applicant has the financial and technical capacity to meet the requirements of this ordinance.
- **Item Q-** To meet Ordinance Requirements
- **Item R-** Description of the anticipated types of land use that will be developed within the proposed subdivision revision.
- Item S- Description of how the roads will be maintained and proof of contracts for continued maintenance.

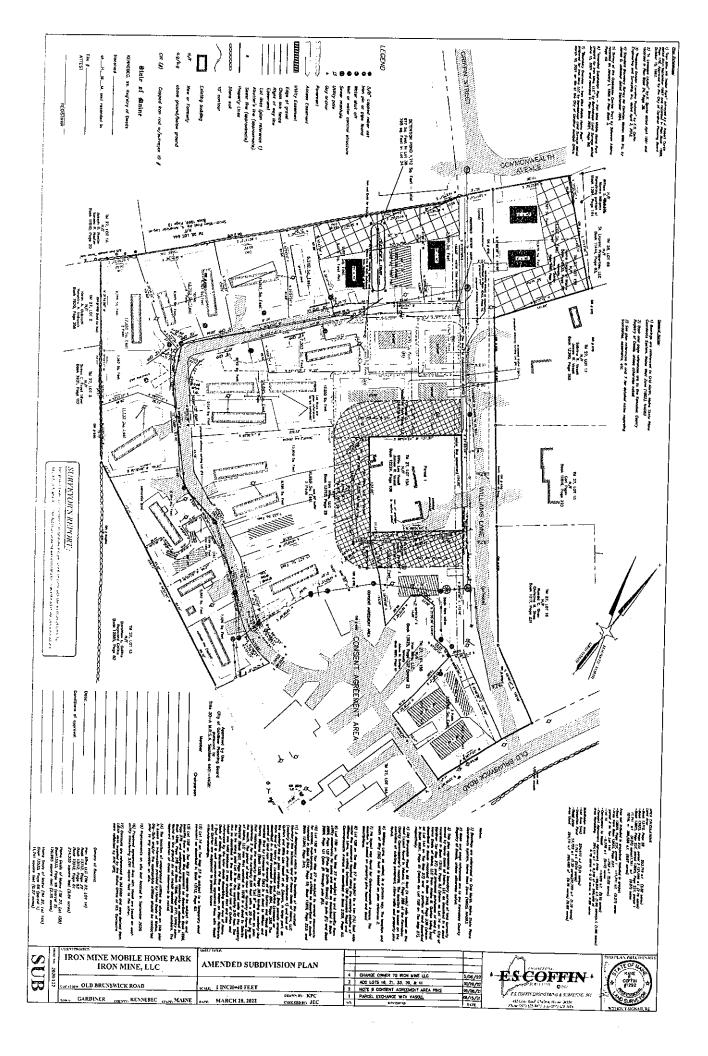
### Item A

Existing subdivision with proposed revision map with Boundaries and Legends

Proof existing Mobile Home Park

Application requesting 5 additional lots to a total of 42 units in Iron Mine MHP

Proof that Lot #16 was pre-existing





6 Church Street, Gardiner, Maine 04345 Phone (207) 582-4200

### Revision to an Approved Subdivision Plan Application

| Subdivision Name: Irain Mine Niobile Hone ParkDate Approved: 9-14-2021  |
|---|
| Subdivision Plan No and Date Filed at the Registry of Deeds Kennebec County Sept. 15, 2021                                    |
| Date of Submission: Received by:  |
| Proposal-Describe and attach plan:<br>to add 5 additional pads to existing 37-pad nubble<br>hume park. Total 42 mobile homes. |
|   |
| General Information:  |
| Name of Property Owner: Iron Mine, LCC  |
| Address: POBOX 97, Hinckley, 1) Jaine 04944   |
| Phone/Fax No: 207-509-9927 (office) 207-616-0672 (Ex)   |
| Applicant Name: Roland Pinette + Jo Roderick  |
| Address: 10 Country way, waterville Me 04901  |
| Phone/Fax No Roland-207-730-0158 Jo-207-710-4777  |
| Design Consultant(s):   |
| Name: E.S. Coffin Engineering + Surveying, Inc.   |
| Address: 432 Cony Ruad, POBOX 4687, Augusta, NeC 433  |
| Phone/Fax No 207-623-9475 (ph) 207-623-0016 (Fax)   |
| Name:   |
| address:  |
| hone/Fax No   |
| Do Bolinich Jo Roderick 04272022  |
| Owner/Applicant Signature Print Name Date   |
|   |

Rev 08/21

#### **Property Information:**

|       | City Tax Map:   | 027        | _ Lot(s):        | 14              | Zoning | District( | s): 174V/1 | mixeduse  | village) |
|-------|-----------------|------------|------------------|-----------------|--------|-----------|------------|-----------|----------|
|       | Deed Reference( | s): Book   | 202              | 1 Page 119      | Boo    | ok        | Page       |           | Ū        |
|       | Flood Zone:     | Yes        | No               | Shoreland Zone: | Yes    | No        |            |           |          |
| Total | Frontage: Road  | <u>58,</u> | <u>0061f</u> Sho | ore             | Prope  | rty Size: |            | 273,67    | 8        |
|       |                 |            |                  |                 |        |           | (Acres)    | (Sq. Ft.) |          |

#### Revision to Approved Plan Requirements

### 14.5.9 Revisions to Approved Plans

- 14.5.9.1 An application for a revision to a previously approved plan which involves a modification to a condition imposed by the Planning Board; the addition of new units; the addition of new lots; or an expansion of the subdivision, shall be classified as a major or minor subdivision in accordance with 14.5.8.2.5.
- 14.5.9.2. Following the classification of the application as a major or minor subdivision, the review of the application and the required submissions shall be based on the respective requirements. The applicant may request a waiver from any of the submission requirements that are not applicable to the revised plan.
- 14.5.9.3 The Planning Board's scope of review shall be limited to those portions of the plan which are proposed to be revised or that are adversely impacted by the proposed revision. In reviewing the revised plan, the Board may find that some of the standards of 14.4 are not applicable due to the nature or geographic scope of the revision.

| An applicant shall demonstrate that the proposed use or uses meet the revietype of application. The Code Enforcement Officer and/or the Planning Board unless one or the other of them makes a written finding that one or more of been met. | shall approve an application.      |
|--|------------------------------------|
| 6.5.1.1 The application is complete and the review fee has been paid.  |                                    |
| 6.5.1.2 The proposal conforms to all the applicable provisions of this Ordinan   |                                    |
| 6.5.1.3 The proposed activity will not result in water pollution, erosion or sedir   | nentation to water bodies.         |
| 6.5.1.4 The proposal will provide for the adequate disposal of all wastewater a  |                                    |
| 6.5.1.5 The proposal will not have an adverse impact upon wildlife habitat, uni access or visual quality, scenic areas and archeological and historic resources  | que natural areas, shoreline<br>s. |
| 6.5.1.6 The proposal will not have an adverse impact upon waterbodies and w  | etlands.                           |
| 6.5.1.7 The proposal will provide for adequate storm water management.   |                                    |
| 6.5.1.8 The proposal will conform to all applicable Shoreland Zoning requireme   | nts.                               |

4. Review Criteria (6.5.1)

| 6.5.1.9 The proposal will conform to all applicable Floodplain Management requirements.  |      |
|--|------|
| 6.5.1.10 The proposal will have sufficient water available to meet the needs of the development.   | _    |
| 6.5.1.11 The proposal will not adversely affect groundwater quality or quantity.   |      |
| 6.5.1.12 The proposal will provide for safe and adequate vehicle and pedestrian circulation in development.  | the  |
| 6.5.1.13 The proposal will not result in a reduction of the quality of any municipal service due to  | ) an |
| 6.5.1.14 The applicant has the adequate financial and technical capacity to meet the provisions of Ordinance.  | this |
| 6.5.1.12 The proposal will provide for safe and adequate vehicle and pedestrian circulation in development.  6.5.1.13 The proposal will not result in a reduction of the quality of any municipal service due to inability to serve the needs of the development.  6.5.1.14 The applicant has the adequate financial and technical capacity to meet the provisions of Ordinance. | o an |

### 6. <u>Waivers</u> (6.3.1)

The CEO or Planning Board may, for good cause shown and only upon the written request of an applicant specifically stating the reasons therefor, waive any of the application requirements set forth in Sections 6.3.2, 6.3.3 and 6.3.4 provided such waiver will not unduly restrict the review process. The CEO or Planning Board may condition such a waiver on the applicant's compliance with alternative requirements. Good cause may include the CEO or Planning Board's finding that particular submissions are inapplicable, unnecessary, or inappropriate for a complete review. Notwithstanding the waiver of a submission requirement, the CEO or Planning Board may, at any later point in the review process, rescind such waiver if it appears that the submission previously waived is necessary for an adequate review. A request for a submission previously waived shall not affect the pending status of an application.

| Yes                                   | Lineuse                                       | APP/ns                                 | and 15 1n | Acacad .   | alus of all application               |
|---------------------------------------|---|--|-----------|--|---------------------------------------|
| UPTO                                  | m oug   | site in                                | ects.     | - <del>                                     </del> |                                       |
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### City of Gardiner

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CITY HALL

CODE ENFORCEMENT

AND
BUILDING & PLUMBING INSPECTION

Gardiner, Maine

September 25, 1986

Arlene Williams RR 1 Box 429 Gardiner, ME 04345

Dear Ms Williams;

It has come to the attention of the City Assessor and myself that you are expanding your Iron Mine Hill Trailer Park. Our records show a twelve (12) lot park but you appear to now have twenty (20) sites with more space to develop. This expansion will require a special exception permit from the Gardiner Planning Board as you are located within the Residential Zoning of the City.

Procedures for obtaining a special exception permit are that you must request a public hearing to consider the further expansion of the park (see enclosure). You must notify all property owners within one-hundred (100) feet of the property in question by certified mail at least twenty (20) days in advance of the public hearing. A list of abutters will be provided when you request said hearing. Also, a notice indicating the time, place and date of said hearing must be advertized in the Kennebec Journal at least seven (7) days before the hearing's date.

Incidentially, we are presently holding three (3) permit applications to move mobilehome units onto your lots pending resolution of the matter above. Thus these units and all beyond the original twelve (12) sites are presently in violation of the City of Gardiner Codes.

If I can be of further assistance, please contact me at 582-1000.

Sincerely,

Harvey/Versteeg

Code Enforcement Officer

JHV/cm

enclosure

cc: City Manager Kokernak Councilmember Weston EXHIBIT

Solution

Solutio

LAN DOTRO FILE

A-20112

### GARDINER BOARD OF APPEALS BOARD ORDER IN THE MATTER OF

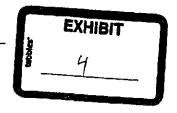
Arlene Williams
Iron Mine Hill Mobile Home Park
R.F.D. # 1 Box 429
Gardiner, ME 04345

)Variance request for existing non)permitted mobile home units, within
)the unauthorized extension of a m/h
)park, (Tax Map 27, Lot 14), which
)violate both 25' exterior border
)and road setback limits, lot size
)requirement and unit separation
)requirements set forth in SS 3203,
)L,2,e of the City Zoning Ordinance.

On Thursday, May 14, 1987 the Gardiner Board of Appeals held a public hearing to receive oral and written comments regarding your request for a variance on the space required for a lot, a road setback and a border buffer zone required for a mobile home park in Gardiner.

The Board decision is as follows: Based on the map provided the park and on record with the minutes, with unit numbered to comply ith park lot numbers, the following variances were granted with the following conditions and with the belief that all presently unoccupied lots, planned or existant, will meet code requirements without resort to additional variance.

- A) The lot occupied by Units 18 & 20 being too small for two units may remain so occupied until either is physically removed after which only one unit may occupy this lot.
- B) The units numbered 18, 20 & 22 may remain partially within the 25' buffer zone as long as they are not replaced by longer units.
- C) The units numbered 14 & 16 may remain partially within the 25' buffer zone but upon physical removal of either unit, subsequent units will be angled on the lots in accordance with setbacks.



IN BOARD FILE

### GARDINER BOARD OF APPEALS BOARD ORDER IN THE MATTER OF

Arlene Williams
Iron Mine Hill Mobile Home Park
R.F.D. # 1 Box 429
Gardiner, ME 04345

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# GARDINER BOARD OF APPEALS BOARD ORDER IN THE MATTER OF ARLENE WILLIAMS PAGE --2--

- D) The units numbered 14, 16, 18, 20, 22, 11, 13 & 15 may remain partially within the 25' road setback with the condition that upon physical removal of existing units, new units, where possible, will be placed so as to comply with the codes (ie: to minimize setback and spacing violations).
- E) The units numbered 18 & 16 and the units numbered 13 & 15 may remain less than the required 50 apart on condition that upon physical removal of existing units, new units shall be placed in compliance with the 50 separation ordinance.

| Sign | ed and D | ated    | .0.1     |    | ,         | 1987  |
|------|----------|---------|----------|----|-----------|-------|
| By:  |          | Tharle  | e Martel | at | Gardiner, | Maine |
| -    | Charles  | Martel, | Chairman |    |           |       |

cc: Harvey Versteeg, Code Enforcement Officer Board of Appeals File

1/25/89 IRON mine Hill TRAILEN PARK 450f 12 ARLene Williams Quinon BT 1A Box 429 6ANDINON ME 582-2641 PANK HASA TOTAL OF 24 SPACES - City Waten & sowen WANTS TO BE ABLE TO Develop- 3 LOTS Which under 10,000 FTZ And which The Planning Board PReviously ProBited To Se Nevelapes

WANTS TO Develop one Lot which
has A VANIENCE -

ToTAL LOTE (4)

EXHIBIT 5

A60612

### City of Gardiner

Code Enforcement Office

6 Church St. Gardiner, Me. 04345 Telephone 207-582-6892 Fax 207-582-6895

October 3, 2001

Edmund Quirion PO Box 492 Gardiner, ME 04345

Dear Mr. Quirion:

I am writing to you in response to your recent inquiries regarding Iron Mine Hill Mobile Home Park. It is my understanding your questions are:

- 1. Applicable Setbacks for Garages within the Mobile Home Park
- 2. Existing mobile homes permitted and are vacant lots "grandfathered." I will address each question, respectively.
- 1 Garage Setbacks within mobile home park.

The Most recent Gardiner Zoning Ordinance Mobile Home Park Standards indicate the minimum setbacks are 10 feet to side and rear property lines, 20 feet to the front property line and a 25 foot in width vegetative buffer along exterior lot lines.

It is important that you are aware how the 25 foot buffer may impact a 10 foot side or rear property setback. Although the ordinance indicates the side and rear minimum setback is 10 feet, the 25 foot buffer essentially is the setback if any portion of the proposed garage abuts an exterior lot line. The reason for this is due to the ordinance standards stating the 25 foot width buffer must remain as a intact, continuous landscaped area.

2. Are existing mobile homes permitted and are vacant lots "grandfathered?"

After researching the administrative records, the answer to this question became quite involved and complicated. I will break down the issues as follows:

- A. Mobile Homes removed or located to properties without permits.
- B. Pertinent zoning history.
- C. Summary.
- A. Mobile Homes removed or located to properties without permits.

The following is a list of mobile homes removed or located to property within Iron Mine Hill Mobile Home Park (the property information is based upon Gardiner Building Permit Map and Lot Files):

- 27-14-30: No Permits;
- 27-14-17: No Permits;
- 27-14-28: Permit to remove mobile home (11/00), No permit for new/replacement mobile home;
- 27-14-22: Permit to remove mobile home (10/00), No permit for new/replacement mobile home;
- 27-14-20: Removed mobile home without permit;
- 27-14-18: Removed mobile home without permit;

27-14-14: Removed mobile home without permit;

27-14-7: No Permits;

27-14-5: Removed mobile home without permit.

The information above is based upon existing and proposed trailer location drawing dated approximately 1986-1987 and an on-site visit by this Code Enforcement Officer dated 9/26/01. I have enclosed a photocopy of both documents and they are on record within the administrative file.

### B. Pertinent Zoning History.

I will list excepts of some pertinent zoning history of which has a direct association with updating the location of occupied and vacant mobile home sites, establishing lot layout, resolution of violations, and securing variances for non-conformities. The unit numbers are based upon the drawing representing existing and proposed trailer locations dated approximately 1986-1987 and prior Code Enforcement Officer's records.

- 1) May 1987: Gardiner Board of Appeals Variance Approval for the following:
  - a. Units 18, 20: Lot Size;
  - b. Units 18, 20, 22: Lot Setback;
  - c. Units 14, 16: Lot Setback-if replaced, must rotate to conform;
  - d. Units 14, 16, 18, 20, 22, 11, 13, 15: Road Setback,
  - e. Units 16, 18, 13, 15: Separation ok until moved.
- 2) October 1987: Gardiner Board of Appeals Variance Approval for the following(Lot information based upon Site Plan titled "Iron Mine Hill Trailer Park" by J. Robert Curtis dated September, 1987):
  - a. Variance for road not being in middle of right-of-way;
  - b. Lot Size: Lots 1,3,5;
  - c. Frontage: Lots 6,9,10;
  - d. Location of Parking: Lots 1,2,3,4,5,6,7.
- 3) October 1987: Gardiner Planning Board grants Special Exception Permit for additional mobile home lots at Iron Mine Hill Mobile Home Park in accordance with the plans proposed by Mr. Robert Curtis dated September, 1987.

### C. Summary

Basically, any existing mobile home legally permitted or grandfathered and located in accordance with the above-mentioned variances and plans, would appear to legally exists whether nonconforming or conforming. Any replacement of a mobile home consistent with the above scenario may be replaced within one year of the date the prior mobile home removal. If a replacement involves a conforming mobile home, the one year time frame is not applicable as long as you meet the applicable standards of the ordinance in effect at the time of replacement.

It is important to note all new mobile homes and any replacement of a mobile home, whether the nonconformance is setbacks or lot size and if the nonconforming one year time limit has passed, must conform to the lot layout of the September, 1987 plan and the most recent zoning ordinance standards including, but not limited to, lot size, frontage, setbacks, and buffer area.

In reference of the September, 1987 plan, all but one lot has the minimum lot size (square footage and frontage) to support one manufacture home per lot. Lot number 13 has sufficient lot size to support two mobile homes. As an example, I will review lot five. The lot size according to the September, 1987 plan is 8,972 sq. ft. with 110 feet of frontage. It would appear that two mobile home locations were established around 1987 (units 20 & 18).

The current Gardiner Zoning Ordinance and Maine State Statutes indicate mobile homes within a mobile home park must have a minimum lot size of 6,000 square feet and 65 feet of frontage per mobile home. In order to locate two mobile homes on lot five, the minimum lot size must be 12,000 sq. ft. and 130 feet of frontage. Therefore, due to minimum lot size requirements, only one mobile home could be placed on lot five. It is in my opinion, you would have two choices if you decided to locate two mobile homes on lot five, seek a variance or an administrative appeal or take advantage of the one year nonconforming time limit. If either mobile home has been removed more than one year prior to the proposed replacement, you could not take advantage of the one year time limit.

The issues surrounding Iron Mine Hill Mobile Home Park are somewhat complicated. I recommend that you establish all units, whether occupied or vacant, locations on the lots as documented on the September, 1987 plan. By accomplishing this, you can establish individual vacant and occupied units on individual lots and determine any issues associated with nonconformance (lot size, setbacks, buffer for example) and conformance. This will help you establish any replacement possibilities and future vacant lots that could legally be occupied. A Surveyor would help you establish this.

In closing, it would appear there are several violations of the City of Gardiner Zoning Ordinance and Maine State Statute. These apparent violations include the removal and location of mobile homes without Building Permit Application approval and minimum lot size per mobile home. Please remember the information was researched by a review of the documents within the Gardiner administrative records.

In order to address and resolve the apparent violations, I recommend the following:

- 1. Contact a Surveyor and locate all vacant and occupied mobile home sites in accordance with the plan titled "Iron Mine Hill Trailer Park" dated September, 1987.
- 2. All Mobile Homes that do not have permits should receive after-the-fact permits.
- 3. Establish the dates of removal and location of all existing mobile homes and vacant sites.
- 4. The applicable Gardiner Zoning Ordinance Standards will be determined on a case by case basis.

The intent of this letter is to answer your questions and to notify you of my findings. This is not a formal enforcement letter. Although, the City reserves the right to pursue enforcement for violations which effect public health, safety and welfare, clearly are contrary to applicable Gardiner Zoning Ordinance Standards and Maine State Statute, and has the legal authority. If you need any help or have questions, please contact me at the Code Office. Thank you.

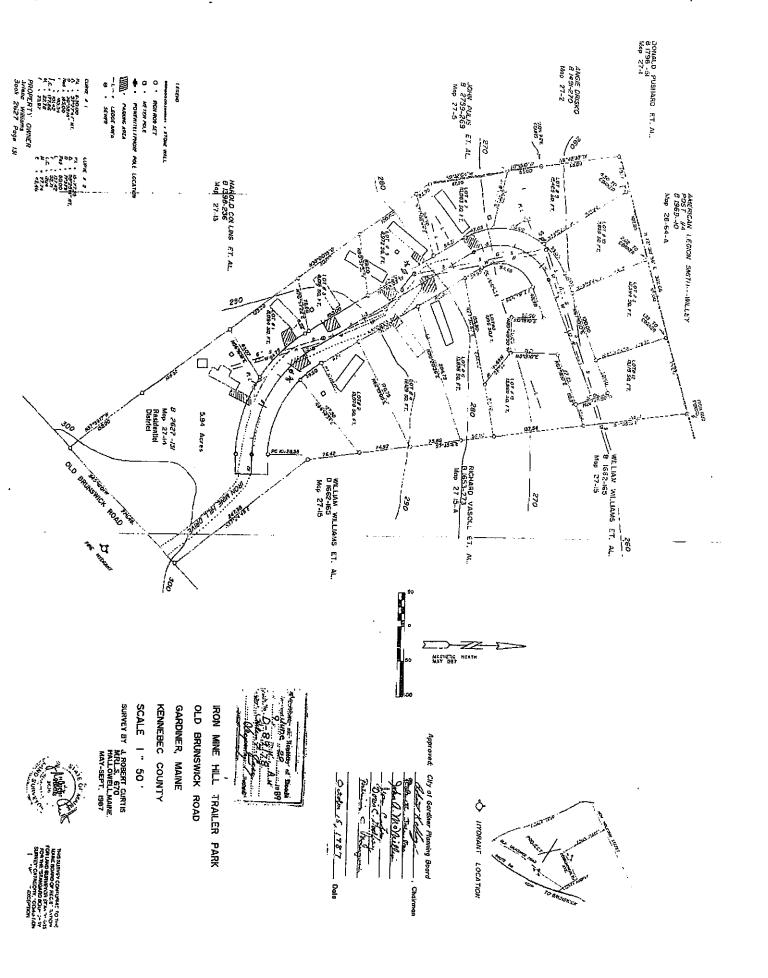
Sincerely,

Jeffrey Hinderliter

Code Enforcement Officer/Planner

My huderlets

**Enclosures** 



### APPEALS BONRO 19NAY87

IRON MINOHILL M-H PARK

UNITS VARIANCE

VO 75

COTSTRE VARIMEE \$ -2 FOR

18-20-22 LOT SOTBACK /NOLINCREASE 3-2 FOR

4-16: LOTSOTBACK OK BUT I FROMKED 4-2 FOR

-5224/1-13-15 ROMOSETBACK 4-2 FOR

-18 \$ 13-15 SORARATION OKTILL MUYED 1-2 FOR



### City of Gardiner

Gardiner, Maine 04345



GARDINER PLANNING BOARD

BOARD ORDER

IN THE MATTER OF

Arlene Williams Iron Mine Trailer Park RFD # 1 Box 429 Gardiner, ME 04345

) Application for a Special ) Exception for expansion of ) a non-conforming use

On Thursday, October 15, 1987, the Gardiner Planning Board met to consider the application of Arlene Williams for expansion of the Iron "ine Mobile Home Park, which is a non-conforming use in a residential strict.

After public hearing and discussion, the Gardiner Planning Board voted to grant a special exception permit for additional mobile home lots at the Iron Mine Mobile Home Park in accordance with the plans proposed by Mr. Robert Curtis dated September, 1987 and a variance granted on May 14, 1987 and October 8, 1987 by the Gardiner Board of Appeals with the additional condition that the existing road pavement be widened to twenty feet.

Signed and Dated this 3rd day of November

at Gardiner, Maine

*-* 1987.

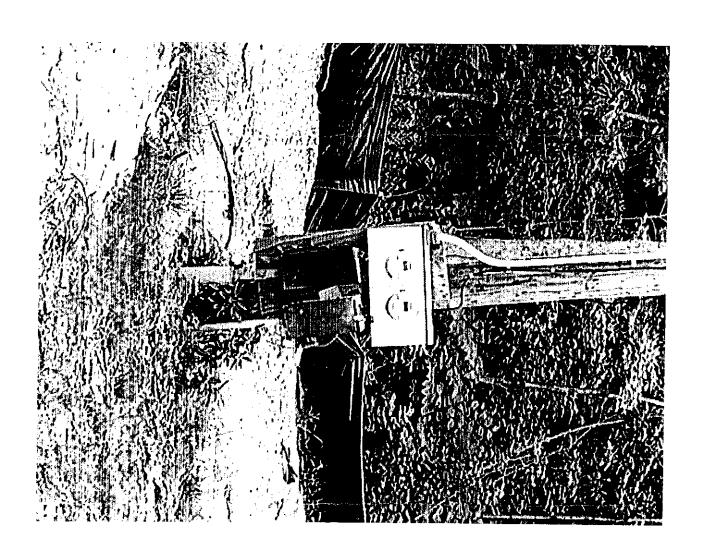
Chairman

Gardiner Planning Board

KJK/mls

| termits on File-   |
|--|
| 27-14-1-Patterson (98-89-117) 9/98 8x8 Accessory Structure           |
| STILL GILBEIT (18-BP-72) 6/98 Enclosed Parch                         |
| 27 - 14-3 - Beale Purner (98-8297) 8/98 Concrete PAD & Replice       |
| Mabile Home 14x70  |
| 7-14-11-MIMS (BP-97-011) 3/97 Replace Mobile home 8/14               |
| 1-13-10rang (98-BP-004) 2/98 Pemore Manu Home                        |
| 17-14-19-Brewer (00-BP-037) 4/00 Install 14x66 Mable hore            |
| Internal Plumbing # 1188 4/20  |
| 1-14-22- Rideart (ac BP-132) 10/00 Remove nobile                     |
| 1-14-24 - Pelletier (99-BP-168) 11/99 Concrete dab + 16x60 nobilehoe |
| - nternal Plumbing # 1107 11 99                                      |
| 1 14-20- Andrews (ou 8P-133) 11/00 Remove mobile home                |
|  |
| lay 87. Appeal to legitimize illegal Mobile home sites               |
| Voted for All tive in face   |
| 0/87 - PB Gents expension in accordance w/ plans by                  |
| - Rober + Cur + 13 dated 9/87 + Various grated                       |
| 518'1 (0187 by BOX   |
| 187 Variance Grented for RD Not in middle of ROW                     |
| not size (13,5) Francage (6 9 10) / acotion of                       |
| arking (1,2,3,4,5,6,7)   |





Park 24 meners.

| Iron   | Mine               | Mobil   | le   | Home   | Park_2 |
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| 32   | 11 J<br>83         | 961   | 361  |  |        |



Ma...ge your account online Customer assistance line:

cmpco.com

Outage reporting line:

1.800.686.4044 1.800.696.1000

### Your Messages

If you need help paying your bill, you may be eligible for funds through the Emergency Rental Assistance program, the An earage Management program, our Electricity Lifeline Program and heating assistance. For more information, please visit cmpco.com/HelpWithBill or call us at 800.750.4000.

The Standard Offer Pro ider supply price increased January 1. While we do not control the supply price of energy, we co have free services to help you understand and manage your energy use at cmpco.com. For mor air formation on your supply choice, see page 3 of your bill.

Set up AutoPay so your pa/ments are made on time -- mailing your payme it could take 5 days! With AutoPay, your secure | ayment will be made on time automatically each month. Sign up for AutoPay today at cmpco.co n.

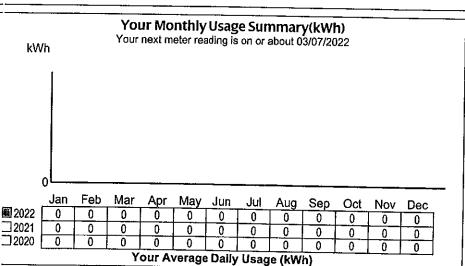
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Our FREE Mobile App makes managing your account easy and converient. You can view and pay your bill, enroll in eBill, access outage information, and more! Text AFP to 267-898 and we'll send you a link to dow iload the app.

The state of the s HOME DEALS OF MAINE LLC \$28.44 03/07/2022 16 IRON MINE HILL RD מיים Number **GARDINER ME 04345** 

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| Please pay by 03/07/2022                 | \$28.44  |
| Electricity Supply Standard Offer        | +\$0.00  |
| Electricity Delivery Central Maine Power | +\$14.20 |
| •  | +\$0.04  |
| Other Charges                            | •        |
| Balance Forward                          | \$14.20  |
| Payments received through 02/07/2022     | \$0.00   |
| Prior Balance                            | \$14.20  |
| Your Account Summary                     |          |

NOW SIECON SIGNANTON WINE



Please return this stull with your payment. Please allow 7 to 10 business days for pro-essing. Do not send cash or coins, and do not return with star es or paper clips. Thank you.

> Central Maine Power PO Box 847810 Boston, MA 02284-7810

HOME DEALS OF M. INELLC PO BOX 97 HINCKLEY ME 0494 -0( 97

Riaming Boy amount Direct \$28.44 Amount Pale

Please do not write below this line.

### ITEM B

## Right/Title/Interest Iron Mine, LLC Articles of Incorporation

### Maine Secretary of State



### 2022 Annual Report **Electronic Filing Acknowledgment**

For Limited Liability Companies on file as of December 31, 2021

Charter Number

DCN Numt

Legal Name: IRON MINE, LLC

### Registered Agent's Name and Address:

**DENNIS MOWRY** 183 OSSIPEE TRL LIMINGTON, ME 04049

### Brief statement of the character of the business:

OWN, RENT AND MANAGE REAL ESTATE

Name and Address of Officers:

### Name and Address of Member, Manager or other Authorized Person:

JO A RODERICK 10 COUNTRY WAY, WATERVILLE, ME 04901 PO BOX 97, HINCKLEY, ME 04944

Date of Filing: February 16, 2022

### Name and Capacity of Authorizing Party:

JO A RODERICK, SOLE MEMBER

### MAINE LIMITED LIABILITY COMPANY

STATE OF MAINE

### CERTIFICATE OF FORMATION

File No. 20207240DC Pages 2
Fee Paid \$ 175
DCN 2201402310048 DLLC
——FILED———
04/23/2020

Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 31 MRSA §1531, the undersigned executes and delivers the following Certificate of Formation: FIRST: The name of the limited liability company is: lron Mine, LLC (A fimited liability company name must contain the words "limited liability company" or "limited company" or the abbreviation "L.L.C.," "LLC," "J.C." or "LC" or, in the case of a low-profit limited liability company, "L3C" or "I3c" - see 31 MRSA 1508.) SECOND: Filing Date: (select one) Date of this filing; or Later effective date (specified here): THIRD: Designation as a low profit LLC (Check only if applicable): This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here: A. The company intends to qualify as a low-profit limited liability company; B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further; C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property; and D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor. FOURTH: Designation as a professional LLC (Check only if applicable): This is a professional limited liability company\* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services: (Type of professional services)

| FIFTH:                         | The Registered Agent is a: (select either a Commercial or Noncommercial Registered Agent) |  |   |  |  |  |  |  |
|--------------------------------|---|--|---|--|--|--|--|--|
|                                |   | Commercial Registered Agent  | CRA Public Number:  |  |  |  |  |  |
|                                |   | (Name of c   | ommercial registered agent)   |  |  |  |  |  |
|                                | abla  | Noncommercial Registered Agent   | , J   |  |  |  |  |  |
|                                |   | Dennis Mowry   |   |  |  |  |  |  |
|                                |   |  | noncommercial registered agent)                                       |  |  |  |  |  |
|                                |   | 183 Ossipee Trl, Limington, Maine 04049  |   |  |  |  |  |  |
|                                | (physical location, not P.O. Box - street, city, state and zip code)                      |  |   |  |  |  |  |  |
|                                |   | (mailing   | address if different from above)                                      |  |  |  |  |  |
| SIXTH:                         | Pursuan<br>for this l   | t to 5 MRSA §105.2, the registered a imited liability company.                 | gent listed above has consented to serve as the registered agent      |  |  |  |  |  |
| SEVENTH:                       | Other m   | atters the members determine to include ar                                     | e set forth in the attached Exhibit, and made a part hereof.          |  |  |  |  |  |
|                                |   |  |   |  |  |  |  |  |
| **Authorized                   | person(s)   |  | Dated 4/22/2020   |  |  |  |  |  |
|                                |   | M  | •   |  |  |  |  |  |
|                                |   |  | Cheyenne Moseley, Assistant Secretary, LegalZoom.com, Inc.            |  |  |  |  |  |
|                                | (S  | ignature of authorized person)   | (Type or print name of authorized person)                             |  |  |  |  |  |
| <u></u>                        | (S  | ignature of authorized person)   | (Type or print name of authorized person)                             |  |  |  |  |  |
|                                |   |  | , and a second personny   |  |  |  |  |  |
| 10                             |   |  |   |  |  |  |  |  |
| *Examples of veterinarians. (7 | professional<br>This is not an  | service limited liability companies are a inclusive list – see 13 MRSA §723.7) | ccountants, attorneys, chiropractors, dentists, registered nurses and |  |  |  |  |  |
| **Pursuant to 3                | 1 MRSA §1   | 676.1.A, Certificate of Formation MUST   | be signed by at least one authorized person.                          |  |  |  |  |  |
| The execution o                | f this certific   | cate constitutes an oath or affirmation unde                                   | er the penalties of false swearing under 17-A MRSA §453.              |  |  |  |  |  |
| Please remit you               | ır payment n  | nade payable to the Maine Secretary of Sta                                     | ite.  |  |  |  |  |  |
| Submit complete                | ed form to:   | Secretary of State   |   |  |  |  |  |  |
|                                |   | Division of Corporations, UCC:<br>101 State House Station                      | and Commissions   |  |  |  |  |  |
|                                |   | Augusta, ME 04333-0101   |   |  |  |  |  |  |
|                                |   | Telephone Inquiries: (207) 624-7   | 752 Email Inquiries: CEC.Corporations@Maine.gov                       |  |  |  |  |  |

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Maine Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - (1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

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|  | Dep        | artmeni  | of the Treasury                    | Go to www.                           | irs.gov/FormSSA to                          | or inctri                               |                                 | municulars, and other                                   | rs.) (  |             |
| Internal Revenue Service See separate instructions for each line in the latest information.  |            |  |                                    |                                      |   | n.<br>s.                                |                                 |   |   |             |
| $\cap$   |            | 1 Legal name of entity (or individual) for whom the EIN is being requested  Iron Mine, LLC |                                    |                                      |   |   |                                 |   |   |             |
| KEQUIRED   | ₹          | 2  |                                    | of business (if differ               | ent from name on lin                        | in 1)                                   | 3 E                             |   |   |             |
| $\cong$  | clearly.   | L  |                                    |                                      |   |   | 1                               | cecutor, administrator, tru                             | ustee, "care of" name   |             |
| ⊋  | ਹ          | 4a   | Mailing addre                      | ss (room, apt., suit                 | e no. and street, or F                      | P.O. box)                               | 5a St                           | reet address (if different)                             | (Do not enter a P.O. box.)  |             |
| ال   | print      |  | ountry way                         |                                      |   |   |                                 | Ladioss (il dilieletty                                  | (Do not enter a P.O. box.)  |             |
| <b>?</b>   | orp        | 4b   | City, state, ar                    | of ZIP code (if forei                | gn, see instructions)                       |   | 5b Ci                           | ty, state, and ZIP code (if                             | f foreign, see instructions)  |             |
|  | 9          | 6  | erville, Main                      | e 04901                              |   |   |                                 | •   |   |             |
| Ξ.   | Type       | Ken  | nebec, Main                        | e<br>rare muete buuciba              | business is located                         |   |                                 |   |   |             |
| <u> </u>   | _          |  | Name of respon                     |                                      |   |   |                                 |   |   |             |
|  | - [        | Jo R   | oderick                            | one party                            |   |   |                                 | 7b SSN, ITIN, or EIN                                    |   | <del></del> |
| ₹ 8  | a          | ls th  | is application t                   | for a limited liability              | / company // I C\                           |   |                                 | <u> </u>  | 1   |             |
|  |            | (or a  | toreign equiva                     | ilent)?                              |   | Yes                                     | п.,                             | 8b If 8a is "Yes," en                                   | ter the number of   |             |
| 5 5  | C_         | If 8a  | is "Yes," was t                    | the LLC organized i                  | in the United States?                       | <del>-</del>                            | ∐ No_                           |   | ▶ 1   | _           |
| 9  | а          | Туре   | of entity (che                     | ck only one box). C                  | aution. If 8a is "Yes                       | " see the                               | instruct                        | ions for the correct box t                              | · · · · · · · · · · · · · · · · · · ·                               | No          |
|  |            |  |                                    | (SSN)                                |   |   |                                 | Estate (SSN of dece                                     | O CRECK,  | _           |
|  |            | _  | Partnership                        |                                      |   |   |                                 | Plan administrator                                      |   |             |
|  |            |  | corporation (er<br>Personal servic | nter form number to                  | be filed) 🕪                                 |   | ·                               | ☐ Trust (TIN of grantor                                 |   |             |
| )  |            | $\Box$   | hurch or chur                      | e corporation<br>ch-controlled organ |   |   |                                 | ☐ Military/National Gua                                 | ard State/local government  |             |
| )<br>)<br>)  |            |  | ther nonprofit                     | organization (speci                  | ization                                     |   |                                 | ☐ Farmers' cooperative                                  | Federal government  |             |
| .   _  |            | Ø  | other (specify)                    | ► Disregarder                        | d Entity - Single N                         | /lomber                                 | 110                             | REMIC   | Indian tribal governments/ente                                      | mrises      |
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| Pari   | -          |  | Cheyenne A                         | /loselev                             |   |   |                                 |   | Designee's telephone number (include area                           | code)       |
| Des  | ign        | ee   | Address and                        | ZIP code                             |   | ·                                       |                                 |   | (800) 773-0888 x5208  |             |
| 101 N. Brand Ave., 10th Floor Glendale CA 91202  |            |  |                                    |                                      |   |   | ode)                            |   |   |             |
| nder penalties of perjury, I declare that I have examined this application, and to the boot of surface that I have examined this application, and to the boot of surface that I have examined this application, and to the boot of surface that I have examined this application, and to the boot of surface that I have examined this application, and to the boot of surface that I have examined this application, and to the boot of surface that I have examined this application, and to the boot of surface that I have examined this application and to the boot of surface that I have examined this application and to the boot of surface that I have examined this application and to the boot of surface that I have examined this application and the surface that I have examined this application and the surface that I have examined th |            |  |                                    |                                      |   | (323) 962-0227                          |                                 |   |   |             |
| Name and title (type or print clearly) ➤ Jo Roderick, Member   |            |  |                                    |                                      | . Member                                    | and belief, f                           | is true, correct, and complete. | Applicant's telephone number (include area of           | ode)  |             |
|  |            |  |                                    |                                      |   | (207) 509-9927                          |                                 |   |   |             |
| For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.  Cat. No. 16055N  Cat. No. 16055N  Cat. No. 16055N  |            |  |                                    |                                      |   | Applicant's fax number (include area co | ode)                            |   |   |             |
| - <del>-</del>   |            | , A(   | and raperw                         | ork Heduction Ac                     | t Notice, see separa                        | ete instru                              | ctions.                         | Cat No 400m   | 5N Form <b>SS-4</b> (Rev. 12-2)                                     | 017         |
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Date of this notice: 07-07-2020

dentification Number:

UJ 10UJJJ2

Form: SS-4

Number of this notice: CP 575 G

IRON MINE LLC
JO RODERICK SOLE MBR
10 COUNTRY WAY
WATERVILLE, ME 04901

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-1803932. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

#### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is IRON. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007) \_\_\_\_\_\_

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

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Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 07-07-2020 ( ) -EMPLOYER IDENTIFICATION NUMBER FORM: SS-4

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 Ideal distribution to the little of the late of the la

IRON MINE LLC JO RODERICK SOLE MBR 10 COUNTRY WAY WATERVILLE, ME 04901

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

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Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 07-07-2000

EMPLOYER IDENTIFICATION NUMBER. FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 hlahlahlahlahlahlahlahlahlah

IRON MINE LLC JO RODERICK SOLE MBR 10 COUNTRY WAY
WATERVILLE, ME 04901

### Limited Liability Company Agreement

## Iron Mine, LLC, a Maine Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT of Iron Mine, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

- A. The Members have formed the Company as a Maine limited liability company under the Maine Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Maine. The Members hereby adopt and approve the certificate of formation of the Company filed with the Maine Secretary of State.
- B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### **ARTICLE 1: DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Maine Limited Liability Company Act.

"Agreement" means this Limited Liability Company Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and

(4) otherwise adjusted as required in accordance with applicable tax laws.

(2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

Percentage Interest =  $\frac{MU}{TU}$ 

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

# ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

- 2.1 **Initial Capital Contributions**. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.
- 2.2 **Subsequent Capital Contributions**. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

### 2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

### **ARTICLE 4: MANAGEMENT**

### 4.1 Management.

- A. **Generally**. Subject to the terms of this Agreement and the Maine Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.
- B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Maine Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.
- C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:
  - (i) A material change in the purposes or the nature of the Company's business;
  - (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
  - (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
  - (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

### ARTICLE 5: ACCOUNTS AND ACCOUNTING

- 5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.
- 5.2 Records. The Members will keep or cause the Company to keep the following business records.
  - (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
  - (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
  - (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and

- B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.
- 2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.
- 2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.
- 2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Maine Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

- 3.1 **Allocations**. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.
- 3.2 **Distributions**. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Maine Limited Liability Company Act.
- 3.3 **Limitations on Distributions**. The Company must not make a distribution to a Member if, after giving effect to the distribution:
- A. The Company would be unable to pay its debts as they become due in the usual course of business; or

specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

- 10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Maine Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Maine Limited Liability Company Act.
- 10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Maine. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.
- 10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.
- 10.5 **No Third Party Beneficiary**. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.
- 10.6 **Incorporation by Reference**. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

- (iii) On application by a Member, the entry by the Superior Court of an order dissolving Company on the grounds that it is not reasonably practicable to carry on the Company's activities in conformity with this Agreement;
- (iv) On application by a Member, the entry by the Superior Court of an order dissolving the Company on the grounds that the Members in control of the Company have acted, are acting or will act in a manner that is illegal or fraudulent; or
- (v) On application by a holder of a transferable Membership Interest, the entry by the Superior Court of an order dissolving the Company on the grounds that the Company has no Members;
- (vi) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.
- 8.2 **No Automatic Dissolution Upon Certain Events**. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

### ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification**. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company,

setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Maine Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Maine Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

### ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

- 7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.
- 7.2 **Restrictions on Transfer; Admission of Transfere**e. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

### **ARTICLE 8: DISSOLUTION**

### 8.1 Dissolution.

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) The passage of 90 consecutive days during which the Company has no Members;

- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.
- 5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.
- 5.4 **Subchapter S Election**. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.
- 5.5 **Tax Matters Member**. Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.
- 5.6 **Banking**. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

### ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

- 6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Maine Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Maine Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.
- 6.2 **Meetings of Members**. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice

corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Maine law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

- 9.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Maine law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.
- 9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

### ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice**. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Limited Liability Company Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 6-3-20

Signature of Jo Roderick

## EXHIBIT A MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

| Members     | Capital      | Percentage |
|-------------|--------------|------------|
|             | Contribution | Interest   |
| Jo Roderick |              | 100%       |

Address: 10 Country Way Waterville, Maine 04901 10.7 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

## ITEM C

Deeds & Easements

Lot 14

OP2 8X 13712 DOS 20

NO TRANSFER TAX PAID

### QUIT-CLAIM DEED WITH COVENANT

### KNOW ALL MEN BY THESE PRESENTS,

THAT, Home Deals of Maine, LLC, a Maine limited liability company, with offices in Hinckley, County of Kennebec, State of Maine, in consideration of one dollar and other valuable consideration, paid by Iron Mine, LLC, a Maine limited liability company, with offices in Hinckley, County of Kennebec, State of Maine,

the receipt whereof it does hereby acknowledge, does hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY, AND FOREVER QUITCLAIM unto the said Iron Mine, LLC, its successors and assigns forever,

A certain lot or parcel of land with the buildings thereon, situated in Gardiner, Kennebec County, Maine on the Northerly side of the Old Brunswick Road, bounded and described as follows:

Commencing at the Southwesterly corner of a lot marked "A" of a Plan of Lots titled H. Levesque Lay Out and recorded in the Kennebec County Registry of Deeds in Plan Book 24, Page 38; thence in a Westerly direction on the Northerly side of said Road a distance of 250 feet, more or less, to land now or formerly of one Hutchings; thence in a Northerly direction on land now or formerly of said Hutchings, Andrews and Drisko et als to land now or formerly of one Vannah; thence in an Easterly direction on the Southerly bound of said Vannah at a distance of 360 feet, more or less, to an iron pin marking the Northwesterly bound of lot "B" of said Plan aforementioned in Plan Book 24, Page 38; thence in a Southerly direction on the Westerly bound of said lot "B" a distance of 570 feet to an iron pin; thence in a Southeasterly direction 247.50 feet, more or less, to an iron pin at the point of beginning.

Being the same premises conveyed to Arlene Williams by Odette Pelletier dated October 13, 1983 and recorded in Book 2627, Page 131.

EXCEPTING AND RESERVING that portion of the above-referced property conveyed in Book 3446, Page 338.

Reference is also made to the Municipal Quitclaim Deed from the City of Gardiner to Home Deals of Maine, LLC dated August 21, 2018 recorded in Book 13112, Page 63 and subject to the covenants, conditions and restrictions set forth therein.

Together with but subject to rights of others set forth in Easement Deed from Arlene Williams Quirion aka Arlene N. Quirion to Home Deals of Maine, LLC dated March 10, 2020 and recorded in Book 13512, Page 62.

1



Subject to Easement Deed from Home Deals of Maine, LLC to Arlene Williams Quirion aka Arlene N. Quirion dated March 20, 2020 and recorded in Book 13524, Page 1.

Meaning and intending hereby to convey the premises conveyed to Home Deals of Maine, LLC by deed from Arlene M. Quirion dated March 10, 2020 and recorded in Book 13512, Page 61 of the Kennebec County Registry of Deeds.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said Iron Mine, LLC, its successors and assigns forever.

AND it does COVENANT with the said Grantee, its successors and assigns, that it shall and will WARRANT AND DEFEND the premises to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under us.

IN WITNESS WHEREOF, Jo Roderick, Authorized agent for Home Deals of Maine, has hereunto set her hand and seal this 17th of September, in the year 2020.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

HOME DEALS OF MAINE, LLC

Jo Roderick

Its: Authorized Agent

STATE OF MAINE, KENNEBEC, ss

September 17, 2020

Personally appeared the above-named Jo Roderick, Authorized Agent for Home Deals of Maine, LLC and acknowledged the above instrument to be her free act and deed in said capacity and fee act and deed of said LLC.

Before me

Notary Public

Printed Name

U.SCOTTLADD Notary Public-Maine - Commussion Expires - October 09, **202**4 STATE OF MAINE KENNEBEC, ss.

March 9, 2021

Personally appeared the above-named Jo A. Roderick, Authorized Agent of Home Deals of Maine, LLC, and acknowledged the above instrument to be her free act and deed and the free act and deed of Home Deals of Maine, LLC,

Before me,

Notary Public Print name:

land such



OPR BK 14145 PGS 49 - 51 INSTR # 2021024554

08/25/2021 08:16:52 AM # OF PAGES **BEVERLY BUSTIN-HATHEWAY** 

ATTEST: REGISTER OF DEEDS

KENNEBEC COUNTY, ME

## TRANSFER TAX PAID

#### **QUIT-CLAIM DEED WITH COVENANT**

### KNOW ALL MEN BY THESE PRESENTS,

THAT, Billie Lee Vasoll and James W. Vasoll, both of Gardiner, County of Kennebec, State of Maine, in consideration of one dollar and other valuable consideration, paid by Iron Mine, LLC, a Maine limited liability company, with a place of business in Hinkley, County of Kennebec, State of Maine,

the receipt whereof we do hereby acknowledge, do hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY, AND FOREVER QUITCLAIM unto the said Iron Mine, LLC, its successors and assigns forever,

A certain lot or parcel of land situated southwesterly of Williams Lane, so called, in the City of Gardiner, County of Kennebec and State of Maine, said parcel being bounded and described as follows:

Beginning at a 5/8-inch reinforcing rod (rebar) with identification cap number 2271 set on the southwesterly sideline of a private way known as Williams Lane at the northerly corner of land now or formerly Billie Lee Vasoll and James W. Vasoll, said land being described as parcel 1 of a deed recorded in the Kennebec County Registry of Deeds in Book 12229, Page 106, said rebar being located S 21° 55' 36" E along said southwesterly sideline of Williams lane a distance of 335 feet from Commonwealth Avenue, thence;

- 1) S 68° 04' 24" W by said parcel 1 a distance of 131.31 feet to a similar capped rebar set on the northeasterly sideline of land now or formerly Iron Mine, LLC as described in Book 13712, Page 28, thence:
- 2) N 21° 55' 36" W by said land of Iron Mine LLC a distance of 152.00 feet to a similar capped rebar set at land now or formerly of Iron Mine, LLC being described as parcel 2 in a deed recorded in said Registry in Book 13925, Page 237, thence;
- 3) N 68° 04' 24" E by said land of Iron Mine LLC a distance of 131.31 feet to a similar capped rebar set on the southwesterly sideline of said Williams Lane, thence;
- 4) S 21° 55' 36" E by said Williams Lane and by said land of Iron Mine, LLC a distance of 152.00 feet to the point of beginning.

1

3 Farris Law

Said parcel contains 19,959 square feet (0.46 acres), more or less, and being part of land now or formerly of Billie Lee Vasoll and James W. Vasoll being described as Parcel 2 in a deed recorded in said Registry in Book 12229, Page 106.

Bearings are referenced to Grid North, NAD83, Maine State Plane Coordinate System, West Zone (1802).

Reference is made to a plan entitled, "Amended Subdivision Plan – Iron Mine Mobile Home Park" prepared for Iron Mine, LLC by Bombahook Land Surveys dated June 15, 2021, and recorded in the Kennebec County Registry of Deeds in Plan Book 2021, Page 98.

PLEASE NOTE THAT A TITLE SEARCH WAS NOT PERFORMED BY THE OFFICE OF THE PREPARER OF THIS DEED. AS SUCH, THIS CONVEYANCE IS SUBJECT TO ANY AND ALL OPEN MORTGAGES OR LIENS THAT MAY BE OF RECORD PERTAINING TO THIS PARCEL OF LAND.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said Iron Mine, LLC, its successors and assigns forever.

AND we do COVENANT with the said Grantee, its successors and assigns, that we shall and will WARRANT AND DEFEND the premises to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under us.

IN WITNESS WHEREOF, we, Billie Lee Vasoll and James W. Vasoll, have hereunto set their hands and seals this \_\_\_\_\_\_ of August, in the year 2021.

| SIGNED, SEALED AND DELIVERED<br>IN THE PRESENCE OF |                   |
|--|-------------------|
|  | Billie Lee Vasoll |
|  | James W. Vasoli   |
|  |                   |

### STATE OF MAINE, KENNEBEC, ss

August <u>23</u>, 2021

Personally appeared the above-named Billie Lee Vasoll and James W. Vasoll and acknowledged the above instrument to be their free act and deed.

Before me,

Notary Public Printed Name:

Kim Gleason
NOTARY PUBLIC
State of Maine
My Commission Expires
March 29, 2027



OPR BK 14145 PGS 52 - 54 INSTR # 2021024555 08/25/2021 08:16:53 AM # OF PAGES 3

ATTEST: BEVERLY BUSTIN-HATHEWAY REGISTER OF DEEDS KENNERGO

KENNEBEC COUNTY, ME

#### TRANSFER TAX PAID

### QUIT-CLAIM DEED WITH COVENANT JOINT TENANCY

KNOW ALL MEN BY THESE PRESENTS,

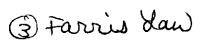
THAT, Iron Mine, LLC, a Maine limited liability company with offices in Hinkley, County of Kennebec and State of Maine in consideration of one dollar and other valuable consideration, paid by Billie Lee Vasoll and James W. Vasoll,

the receipt whereof it does hereby acknowledge, does hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY, and forever QUIT-CLAIM unto the said Billie Lee Vasoll and James W. Vasoll, as joint tenants and not as tenants in common, and their heirs and assigns forever,

A certain lot or parcel of land situated Southwesterly of Williams Lane, so called, in the City of Gardiner, County of Kennebec and State of Maine, said parcel being bounded and described as follows:

Beginning at a 5/8-inch reinforcing rod (rebar) with identification cap number 2271 set on the southwesterly sideline of a private way known as Williams Lane at the easterly corner of land now or formerly Billie Lee Vasoll and James W. Vasoll, said land being described as parcel 1 of a deed recorded in the Kennebec County Registry of Deeds in Book 12229, Page 106, thence;

- 1) S 68 ° 04' 24" W by said parcel 1 a distance of 131.31 feet to a point located on the northeasterly sideline of land now or formerly of Iron Mine LLC as described in a deed recorded in said Registry in Book 13712, Page 28 at the southerly corner of said Parcel 1, thence;
- 2) N 21 ° 55' 36" W by said land of Iron Mine, LLC and parcel 1 a distance of 134.00 feet to a 5/8-inch rebar with identification cap number 2271 set at the southerly corner of parcel 2 as described in said deed to Billie Lee Vasoll and James W. Vasoll, thence;
- 3) S  $68^{\circ}$  04' 24" W through land of said Iron Mine LLC creating a new boundary line a distance of 9.62 feet to a similar capped rebar set, thence;
- 4) S 18°02' 41" W through land of said Iron Mine LLC creating a new boundary line a distance of 28.06 feet to a similar capped rebar set, thence;
- 5) S 23° 23' 12" E through land of said Iron Mine LLC creating a new boundary line a distance of 124.18 feet to a similar capped rebar set, thence;
- 6) N 66° 54' 51" E through land of said Iron Mine LLC creating a new boundary line a distance of 24.50



feet to a similar capped rebar set on the southwesterly sideline of land now or formerly of Iron Mine LLC as described in a deed recorded in said Registry in Book 13925, Page 237 (parcel 2), thence;

- 7) N 66° 54' 51" E through land of said Iron Mine, LLC creating a new boundary line a distance of 37.20 feet to a point of curvature, said point being located 25.05 feet southerly of the southerly corner of the existing garage wall on said land of Vasoll, thence;
- 8) Northeasterly through land of said Iron, Mine, LLC creating a new boundary line, along a nontangential curve to the left an arc distance of 13.86 feet to a point being located 25.5 feet normal to the southeasterly sideline of said garage wall, said curve having a radius of 25.05 feet and is subtended by a chord bearing N 73° 15' 50" E over a distance of 13.68 feet, thence;
- 9) N 58 ° 02' 08" E, parallel to said southeasterly garage sideline, through land of said Iron Mine, LLC creating a new boundary line a distance of 29.29 feet to a 5/8-inch reinforcing rod (rebar) with identification cap number 2271 set, thence;
- 10) N 60° 52 25" E through land of said Iron Mine, LLC creating a new boundary line a distance of 52.04 feet to the point of beginning.

Said parcel contains 4,620 square feet (0.11 acres), more or less, and being made up of portions of land now or formerly of Iron Mine, LLC as described in deeds recorded in the Kennebec County Registry of Deeds in Book 13925, Page 237 and Book 13712, Page 28.

Bearings are referenced to Grid North, NAD83, Maine State Plane Coordinate System, West Zone (1802).

Said parcel is subject to a water line easement as described in a deed recorded in said Registry in Book 2359, Page 83 as referred to in Book 8342, Page 22.

Said parcel is subject to and benefits from an access easement deed as described in a deed recorded in said Registry in Book 8342, Page 19.

Reference is made to a plan entitled, "Amended Subdivision Plan – Iron Mine Mobile Home Park" prepared for Iron Mine, LLC by Bombahook Land Surveys dated June 15, 2021, and recorded in the Kennebec County Registry of Deeds in Plan Book 2021, Page 98.

Further reference is made to a plan entitled, "Amended Subdivision Plan – Iron Mine Mobile Home Park" prepared for Iron Mine, LLC by Bombahook Land Surveys amended to August 13. 2021, to be recorded.

PLEASE NOTE THAT A TITLE SEARCH WAS NOT PERFORMED BY THE OFFICE OF THE PREPARER OF THIS DEED. AS SUCH, THIS CONVEYANCE IS SUBJECT TO ANY AND ALL OPEN MORTGAGES OR LIENS THAT MAY BE OF RECORD PERTAINING TO THIS PARCEL OF LAND.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging, to the said Billie Lee Vasoll and James W. Vasoll, as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them forever.

AND it does COVENANT with the said Grantees, their heirs and assigns, that it shall and will WARRANT AND DEFEND the premises to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the said Jo Roderick, Sole Member of Iron Mine, LLC, has hereunto set her hand this 2 day of August in the year two thousand twenty-one.

| SIGNED, | SEALED AND  | DELIVERED |
|---------|-------------|-----------|
| ]       | IN PRESENCE | OF        |

IRON MINE, LLC

Jo Roderick

Its: Sole Member

STATE OF MAINE, Kenneder, ss.

August 2, 2021

Personally appeared the above-named Jo Roderick, Sole Member of Iron Mine, LLC and acknowledged the above instrument to be her free act and deed in said capacity and free act and deed of said LLC.

Before me,

Notary Public Printed Name:

J. SCOTT LADD Notary Public-Maine My Commission Expires October 09, 2024

### 上したりに

CENTRAL MAINE POWER COMPANY - INFORMATION WORKSHEET

The information requested below will be used to prepare an Easement to CMP for new electric/communication service. All the information can be found on your deed.

BRING COMPLETED WORKSHEET TO YOUR CMP APPOINTMENT, OR RETURN IT IN THE ENVELOPE PROVIDED! IF YOU HAVE QUESTIONS, CALL 1-800-750-4000.

\*\*\*\*\*\*\*\*PLEASE PRINT CLEARLY\*\*\*\*\*\*\*\*

| Complete Numbers 1, 2, 3, 9, 10 and 11:  1. Your Name(s) as it appears on your Deed  First Middle Last  First Middle Last  2. Mailing Address:  3. Telephone Number:  COMMERCIAL PROPERTY OWNERS— Complete Numbers 4 thru 11:  4. Full Name of Company, Corporation, LLC, LP, Estate or Trust—as appears on deed  5. State in which Company, Corporation, LLC, LP, etc. was formed: 6. Person having signature authority: Name  7. Mailing Address:  City/State/Zip Code  Title  7. Mailing Address: City/State/Zip Code  10. Date your deed was recorded: 11. County your deed was recorded: 11. County your deed was recorded: 11. County your deed was recorded: 12. Commencing Pole/Pad #(s) 13. Type Of EASEMENT: Standard Comporate Commencing Pole/Pad #(s) 14. Type Of WORK Overhead/Combo Underground Commencing Pole/Pad #(s) 15. Type Of WORK Overhead/Combo Underground Commencing Pole/Pad #(s) 16. Type Of WORK Overhead/Combo Underground Commencing Pole/Pad #(s) 17. Type Of WORK Overhead/Combo Underground Componency Description [ols A, A-chol (st.), Asvid A vise Vise Mailing Address: Centeral Maine Power 205 Center Rd, Fairfield, ME 04937 E-mail: Lineclerknewservice@compo.com Fixed #001.69-4752  | <u>R</u> ]                                      | ESIDENTIAL PROPERTY OWNER          | <u>s-</u>             | NOTIFICATION #                        |  |  |  |
|---|---|------------------------------------|-----------------------|---------------------------------------|--|--|--|
| 1. Your Name(s) as it appears on your Deed  First Middle Last  2. Mailing Address:  3. Telephone Number:  COMMERCIAL PROPERTY OWNERS— Complete Numbers 4 thru 11:  (11 digits required to process your document)  4.  | Ce  | omplete Numbers 1, 2, 3, 9, 10 and | 11:                   | ( <u>11 digits</u> req                | uired to process your document)  |  |  |
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| First Middle Last  2. Mailing Address:  3. Telephone Number:  COMMERCIAL PROPERTY OWNERS— Complete Numbers 4 thru 11:  4. Full Name of Company, Corporation, LLC, LP, Estate or Trust—as appears on deed  5. State in which Company, Corporation, LLC, LP, etc. was formed: 6. Person having signature authority: Name Title  7. Mailing Address: 8. Telephone Number:  YOUR DEED INFORMATION: 9. Full name of person(s) you bought property from—as appears on your deed:  10. Date your deed was recorded: 11. County your deed was recorded in:  Book# Page#  NOTIFICATION # 103606 \$60327  W/O# Road William Lin. Road Alias Two Mine Hill Rd Town Garbary  Commencing Pole/Pad #(s) 1 TYPE OF WORK Overhead/Combo Underground Company Description Gole Actor/Got, Actor |   | () 11                              |                       |                                       |  |  |  |
| 2. Mailing Address:  3. Telephone Number:  COMMERCIAL PROPERTY OWNERS—  Complete Numbers 4 thru 11:  4.  Full Name of Company, Corporation, LLC, LP, Estate or Trust—as appears on deed  5. State in which Company, Corporation, LLC, LP, etc. was formed:  6. Person having signature authority: Name  |   | First N                            | Middle                | )                                     | Last   |  |  |
| 3. Telephone Number:  COMMERCIAL PROPERTY OWNERS -   NOTIFICATION #   1   |   | First                              | Middle                | · · · · · · · · · · · · · · · · · · · | Last   |  |  |
| 3. Telephone Number:  COMMERCIAL PROPERTY OWNERS -   NOTIFICATION #   1   | 2.  | Mailing Address:                   |                       | :                                     |  |  |  |
| COMMERCIAL PROPERTY OWNERS - Complete Numbers 4 thru 11:  (11 digits required to process your document)  4. Full Name of Company, Corporation, LLC, LP, Estate or Trust - as appears on deed  5. State in which Company, Corporation, LLC, LP, etc. was formed: 6. Person having signature authority: Name  |   |                                    |                       |                                       | City/State/Zip Code  |  |  |
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| 4. Full Name of Company, Corporation, LLC, LP, Estate or Trust—as appears on deed  5. State in which Company, Corporation, LLC, LP, etc. was formed:  6. Person having signature authority: Name  |   |                                    | <u>122 -  </u>        |                                       |  |  |  |
| Full Name of Company, Corporation, LLC, LP, Estate or Trust — as appears on deed  5. State in which Company, Corporation, LLC, LP, etc. was formed:  6. Person having signature authority: Name   |   | omplete Numbers 4 thru 11:         | Ĺ                     | ( <u>11 digits</u> re                 | quired to process your document)   |  |  |
| 5. State in which Company, Corporation, LLC, LP, etc. was formed:  6. Person having signature authority: Name   | 4.  | T. H.Y.                            |                       | :                                     |  |  |  |
| 6. Person having signature authority: Name  |   | Full Name of Company, Corporation  | on, LL                | C, LP, Estate or True                 | st – as appears on deed  |  |  |
| 7. Mailing Address:  8. Telephone Number:  YOUR DEED INFORMATION:  9. Full name of person(s) you bought property from – as appears on your deed:  10. Date your deed was recorded:  11. County your deed was recorded in:  Book#  Page#  NOTIFICATION # [0360 6 90 37 7 T   | 5.  | State in which Company, Corporati  | ion, L                | LC, LP, etc. was form                 | med:   |  |  |
| 8. Telephone Number:  YOUR DEED INFORMATION: 9. Full name of person(s) you bought property from — as appears on your deed:  10. Date your deed was recorded:  11. County your deed was recorded in:  Book# Page#  NOTIFICATION # 10366 4032 7  FOR CMP USE ONLY  NOTIFICATION # Standard Corporate Road William/Lin Road William/Lin Road Ivin Mine Mill Rd Estate Town Card-Arr  Commencing Pole/Pad #(s) I H Type OF WORK Overhead/Combo Underground Description fole Archif (31, Arrival True Ivin Railing Address: Central Maine Power 205 Center Rd., Fairfield, ME 04937  | 6.  | Person having signature authority: | Name                  | <b>)</b>                              | Title  |  |  |
| 8. Telephone Number:  YOUR DEED INFORMATION: 9. Full name of person(s) you bought property from — as appears on your deed:  10. Date your deed was recorded:  11. County your deed was recorded in:  Book# Page#  NOTIFICATION # 10366 4032 7  FOR CMP USE ONLY  NOTIFICATION # Standard Corporate Road William/Lin Road William/Lin Road Ivin Mine Mill Rd Estate Town Card-Arr  Commencing Pole/Pad #(s) I H Type OF WORK Overhead/Combo Underground Description fole Archif (31, Arrival True Ivin Railing Address: Central Maine Power 205 Center Rd., Fairfield, ME 04937  | 7.  | Mailing Address:                   |                       |                                       |  |  |  |
| YOUR DEED INFORMATION:  9. Full name of person(s) you bought property from — as appears on your deed:  10. Date your deed was recorded:  11. County your deed was recorded in:  Book# Page#  NOTIFICATION # 10340 6 40327  FOR CMP USE ONLY  NOTIFICATION # 10340 6 40327  TYPE OF EASEMENT: Standard Corporate Estate Town Gald Note hit field Estate Trustee  Commencing Pole/Pad #(s) TYPE OF WORK Overhead/Combo Underground Description Fole Action Guying MAIL E-MAIL OR FAX TO:  Mailing Address: Central Maine Power 205 Center Rd., Fairfield, ME 04937  |   |                                    |                       | !                                     | City/State/Zip Code  |  |  |
| 9. Full name of person(s) you bought property from — as appears on your deed:  10. Date your deed was recorded:  11. County your deed was recorded in:  Book# Page#  NOTIFICATION # 10360 6 90727  TYPE OF EASEMENT: W/O# Road William Lin Road Alias Ivia Mine Hill Rol Estate Town Gald Arr  Commencing Pole/Pad #(s) Trustee  Commencing Pole/Pad #(s) Type OF WORK To Include Pole/Pad #(s) Telephone Company Description Pole Archology 1 Archolo  |   |                                    |                       |                                       |  |  |  |
| 10. Date your deed was recorded:  11. County your deed was recorded in:  Book# Page#  NOTIFICATION#  NOTIFICATI  | 9.  | Full name of person(s) you bought  | prope                 | rtv from – as appears                 | on your deed:  |  |  |
| Book# Page#     |   |                                    |                       |                                       | on your door.  |  |  |
| NOTIFICATION # 10360 Go 327  TYPE OF EASEMENT:  Standard  Corporate  Road Alias Ivon Mine hill fed  Town Gaylor Trustee  Commencing Pole/Pad #(s)  To Include Pole/Pad #(s)  Telephone Company  Description fole Avec hor for I for   | 10.   | Date your deed was recorded:       |                       |                                       |  |  |  |
| NOTIFICATION # 10360 Go 327  TYPE OF EASEMENT:  Standard  Corporate  Road Alias Ivon Mine hill fed  Town Gaylor Trustee  Commencing Pole/Pad #(s)  To Include Pole/Pad #(s)  Telephone Company  Description fole Avec hor for I for   | 11.   | County your deed was recorded in:  |                       | Boo                                   | L# Do co-#   |  |  |
| NOTIFICATION # [0] 50 5 6 90 72 7  W/O#  Road   William   Lin   Corporate   Standard   Corporate   Corporate   Standard   Corporate   Standard   Corporate   Standard   Corporate   Corporat  |   |                                    |                       |                                       | rage#rage#   |  |  |
| W/O# Road   Williams   Unit field   Estate   Corporate   Estate   Commencing Pole/Pad #(s)   Trustee   Commencing Pole/Pad #(s)   H   Overhead/Combo   Corporate   Company   Underground   Company   Company   Underground   Company   Com  | NC  | OTIFICATION# /03606580327          | OR CN                 | AP USE ONLY                           | TYPE OF FACENCY W  |  |  |
| Road   William   Lin   Corporate   Estate   Town   Gard Alias   Town   Mailing Address: Central Maine Power 205 Center Rd., Fairfield, ME 04937   | W/  | O#                                 | ·<br>:                |                                       |  |  |  |
| Road Alias Two Mine hill Rd Estate Town Commencing Pole/Pad #(s) Trustee  Commencing Pole/Pad #(s)   H Overhead/Combo To Include Pole/Pad #(s)   H Overhead/Combo Telephone Company Underground Description Pola Archarles   Guying MAIL E-MAIL OR FAX TO:  Mailing Address: Central Maine Power 205 Center Rd., Fairfield, ME 04937  | Roa   | ad Williams Lins                   | -                     |                                       | <u>└</u>   |  |  |
| Town  Commencing Pole/Pad #(s)  To Include Pole/Pad #(s)  Telephone Company  Description  Pola Amala (Vita Amala)  Mailing Address: Central Maine Power 205 Center Rd., Fairfield, ME 04937   | Roa   | ad Alias Ivan Mine Hill Rd         | 1 123                 |                                       |  |  |  |
| To Include Pole/Pad #(s)   H Overhead/Combo Telephone Company Underground Description   Pola   Archar   Cit   Asylid   Tree Ivim Aerial Guying MAIL E-MAIL OR FAX TO: Trim Mailing Address: Central Maine Power 205 Center Rd., Fairfield, ME 04937   | Town Gardener                                   |                                    |                       |                                       |  |  |  |
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| Telephone Company  Underground  Description  Pola Archarles   Vere learner  Guying  MAIL E-MAIL OR FAX TO:  Mailing Address: Central Maine Power 205 Center Rd., Fairfield, ME 04937  |   |                                    |                       |                                       |  |  |  |
| Description Pola Archar Cia, Aevial Tree Ivin Aerial Guying  MAIL E-MAIL OR FAX TO:  Mailing Address: Central Maine Power 205 Center Rd., Fairfield, ME 04937   |   |                                    |                       |                                       |  |  |  |
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| Mailing Address: Central Maine Power 205 Center Rd., Fairfield, ME 04937  | MAIL E-MAIL OR EAV TO.                          |                                    |                       |                                       | · ·  |  |  |
|   | 1417  |                                    | ower 205 Center Dd E. | _ LTIM                                |  |  |  |
| = AAAH (207) 679-4757   |   | E-mail: <u>Lineclerknew</u> se     | rvice@                |                                       | 4 (207) 629-4752   |  |  |

CIMP pole

IRAN

Mine

Hill R

WO# 10300680327 Form 1199, Rev. 02/20

before me this 2

#### Easement

Home Deals of Maine LLC, a Maine Limited Liability Corporation with a mailing address of PO Box 97, Hinckley, ME, 04944 (Grantor(s)), for consideration given, grants to CENTRAL MAINE POWER COMPANY, a Maine Corporation with an office at 83 Edison Drive, Augusta, Maine 04336, and Northern New England Telephone Operations LLC, a limited liability company organized under the laws of the State of Delaware, (d/b/a Consolidated Communications-NNE). with a place of business at 5 Davis Farm, Portland, Maine, and their respective successors and assigns (collectively Grantees), with warranty covenants, the right and easement to erect, bury, maintain, rebuild, respace, patrol, operate, and remove and do all other actions involving electric and communication distribution equipment and facilities, consisting of poles, wires and cables, anchors, guywires or pushbraces, together with all necessary fixtures and appurtenances over, across and under a portion of the surface of the land of the Grantor(s) in the City/Town of Gardiner, Kennebec County, Maine. The said equipment and facilities are attached to a line commencing at Pole/Pad 1, Williams Line (aka Iron Mile Hill), Gardiner and extending to include Pole(s)/Pad(s) 1H, Williams Line (aka Iron Mile Hill), Gardiner. This easement affects land conveyed to the Grantor(s) in a deed from Arlene N Quirion (aka Arlene Williams Quiron, dated April 24, 2020, and recorded in the Kennebec County Registry of Deeds in Book 13535 Page 98-99. This easement is an easement in gross and is not for the sole purpose of serving the Grantor(s) or Grantor's land. The rights granted herein include the right and easement, at any time or times, to cut and remove all trees and to clear and keep clear said easement area of all trees, timber, and bushes growing on said easement area by such means as the Grantee may select. CMP shall also have the right to remove all woody vegetation located on land of Grantor capable of growing into or falling into the minimum conductor safety zone around its transmission conductors. CMP intends this easement to allow for the removal of danger trees or hazard trees as defined herein that are within the right-of-way or outside of the right-of-way. For the purposes of this easement, the following definitions apply: A "danger tree" is defined as a tree that if it failed could contact the conductors. A "hazard tree" means any tree that is structurally unsound that could strike a conductor upon failure; examples include dead trees, unsightly trees after pruning, unhealthy trees, trees with weakened crotches, trees leaning over or towards the wires, or species known to have a high failure rate; and the right to restrict the construction of buildings, structures and improvements within 15 feet of its equipment and facilities; and the right to keep the surface of ground above its underground cables and other electrical equipment free from structures, improvements and growth which, in the judgment of the Grantees, may interfere with the proper operation or

improvements and growth which, in the judgment of the Grantees, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land of the Grantor(s) for any and all of the foregoing purposes.

WITNESS the hand(s) and seal(s) of Grantor(s) duly authorized representatives on Signed, Sealed and Delivered in the presence of:

Home Deals of Maine LLC

Jo Roderick, Sole Member

State Of

County Of

County Of

, 2020 and acknowledged the foregoing instrument

Home Deals of Maine LLC

Home Deals of Maine LLC, a Maine Limited Liability Corporation with a mailing address of PO Box 97. Hinckley, ME, 04944 (Grantor(s)), for consideration given, grants to CENTRAL MAINE POWER COMPANY, a Maine Corporation with an office at 83 Edison Drive, Augusta, Maine 04336, and Northern New England Telephone Operations LLC, a limited liability company organized under the laws of the State of Delaware, (d/b/a Consolidated Communications-NNE), with a place of business at 5 Davis Farm, Portland, Maine, and their respective successors and assigns (collectively Grantees), with warranty covenants, the right and easement to erect, bury, maintain, rebuild, respace, patrol, operate, and remove and do all other actions involving electric and communication distribution equipment and facilities, consisting of poles, wires and cables, anchors, guywires or pushbraces, together with all necessary fixtures and appurtenances over, across and under a portion of the surface of the land of the Grantor(s) in the City/Town of Gardiner, Kennebec County, Maine. The said equipment and facilities are attached to a line commencing at Pole/Pad 1, Williams Line (aka Iron Mile Hill). Gardiner and extending to include Pole(s)/Pad(s) 1H, Williams Line (aka Iron Mile Hill), Gardiner. This easement affects land conveyed to the Grantor(s) in a deed from Arlene N Quirion (aka Arlene Williams Quiron. dated April 24, 2020, and recorded in the Kennebec County Registry of Deeds in Book 13535 Page 98-99. This easement is an easement in gross and is not for the sole purpose of serving the Grantor(s) or Grantor's land. The rights granted herein include the right and easement, at any time or times, to cut and remove all trees and to clear and keep clear said easement area of all trees, timber, and bushes growing on said easement area by such means as the Grantee may select. CMP shall also have the right to remove all woody vegetation located on land of Grantor capable of growing into or falling into the minimum conductor safety zone around its transmission conductors. CMP intends this easement to allow for the removal of danger trees or hazard trees as defined herein that are within the right-of-way or outside of the right-of-way. For the purposes of this easement, the following definitions apply: A "danger tree" is defined as a tree that if it failed could contact the conductors. A "hazard tree" means any tree that is structurally unsound that could strike a conductor upon failure; examples include dead trees, unsightly trees after pruning, unhealthy trees, trees with weakened crotches, trees leaning over or towards the wires, or species known to have a high failure rate; and the right to restrict the construction of buildings, structures and improvements within 15 feet of its equipment and facilities; and the right to keep the surface of ground above its underground cables and other electrical equipment free from structures, improvements and growth which, in the judgment of the Grantees, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land of the Grantor(s) for any and all of the foregoing purposes.

MAGCINCH

Signed, Sealed and Delivered in the presence of:

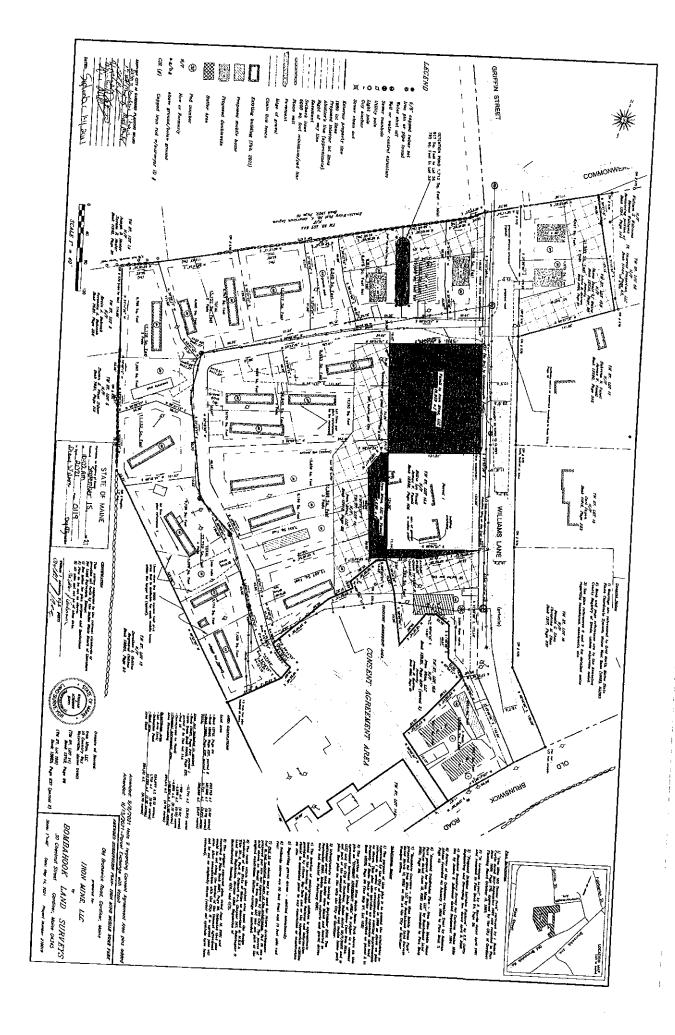
| Rolling   |                     |                       |  |
|---|---------------------|-----------------------|--|
| Jo Røderick, Sole Member                            |                     |                       |  |
|   |                     |                       |  |
| State Of  |                     |                       |  |
| With the  |                     |                       |  |
| County Of   |                     |                       |  |
| hennebec 00   | 3 de                |                       |  |
| The above-named Jo Rodin                            | 1 C. K              | , p                   | ersonally appeared   |
| before me this 2 \ day of \ July                    | ,2020               | and acknowledged the  | foregoing instrument   |
| to be his free act and deed in his said capacity ar | nd the frée act and | deed of said Home Dea | ils of Maine LLC.  |
|   | Watte (             | 1. D                  | The second secon |
|   | Notary Public/At    | torney                |  |
|   | Printed Name: E     | ilizolaeth A. Dixon   |  |

My Commission Expires: 9/12/13

## ITEM D Tax Map 027

Lot 14 – Book 13712 Page 28 (original) Book 14145 Page 52 (land swap)





### ITEM E

Abutters

Legal Ad below to run 2 days in the Legal Ad section of the Kennebec Journal no earlier than 14 days prior to the meeting and no later than 7 days prior to the meeting.

> City of Gardiner Planning Board Meeting Tuesday, June 14, 2012 @ 6:00 PM **Gardiner City Hall Council Chambers**

> > Public Hearing - (Subdivision Plan

#### Revision

Iron Mine, LLC is seeking Planning Board approval to "Add Five Additional Lots to Iron Mine Mobile Home Park". The property, located at 43 Old Brunswick Road is within the Mixed-Use Village Zoning District, City Tax Map 027, Lots 14, 14A, 15B.

A copy of the application is available at the Code Enforcement Office during regular business hours. Oral or written comments concerning the application may be presented prior to the meeting to the Code Enforcement Office or at the public hearing.

Wclement @mainetoday,com emailed-5-2-22



#### Subject Property:

Parcel Number:

027014

CAMA Number:

027014

Property Address: OLD BRUNSWICK RD

Mailing Address: IRON MINE LLC

PO BOX 97

HINCKLEY, ME 04944

Abutters:

Parcel Number:

027001A

CAMA Number:

027001A

Property Address: 0 WEST ST

Mailing Address: NESTOR JOSEPH D NESTOR SERESA R

89 WEST ST

GARDINER, ME 04345

Parcel Number:

027002

CAMA Number: Property Address: 96 WEST ST

027002

Mailing Address:

BABCOCK KEVIN A BABCOCK

VERONICA A 96 WEST ST

GARDINER, ME 04345

Parcel Number: CAMA Number: 027003

027003

Property Address: 102 WEST ST

Mailing Address:

MOODY DARLENE C MOODY DARLENE

102 WEST ST

GARDINER, ME 04345-2804

Parcel Number:

027005

CAMA Number:

027005

Property Address: 116 WEST ST

Mailing Address:

GILBERT STEVEN G

116 WEST STREET GARDINER, ME 04345

Parcel Number: CAMA Number: 027006 027006

Property Address: 120 WEST ST

Mailing Address:

MOODY ERLON F JR MOODY ROBIN C

120 WEST ST

GARDINER, ME 04345

Parcel Number:

027008

CAMA Number:

027008

Property Address: 126 WEST ST

Mailing Address:

SHAW GIDGET M

126 WEST ST

GARDINER, ME 04345

Parcel Number:

027012

CAMA Number:

Property Address: 55 OLD BRUNSWICK RD

027012

Mailing Address: FITCH RALPH JR

55 OLD BRUNSWICK RD GARDINER, ME 04345

Parcel Number:

027013

CAMA Number:

027013

Property Address: 51 OLD BRUNSWICK RD

Mailing Address:

COLLINS DOROTHEE L COLLINS

RAYMOND

51 OLD BRUNSWICK RD GARDINER, ME 04345

Parcel Number: CAMA Number: 027014A

027014A Property Address: 43 OLD BRUNSWICK RD

Mailing Address: IRON MINE LLC

PO BOX 97

HINCKLEY, ME 04944

Parcel Number: CAMA Number:

4/27/2022

027015

027015

Property Address: 13 WILLIAMS LN

Mailing Address: PEPIN CARL

13 WILLIAMS LN

GARDINER, ME 04345



. arcel Number: CAMA Number: 027015A

Property Address:

027015A

14 WILLIAMS LN

Parcel Number:

027016

CAMA Number:

027016

Property Address: 31 OLD BRUNSWICK RD

Parcel Number:

CAMA Number:

027017 027017

Property Address: 19 WILLIAMS LN

Parcel Number:

027019 027019

CAMA Number:

Property Address: OLD BRUNSWICK RD

Parcel Number:

027020

CAMA Number:

027020

Property Address: 52 OLD BRUNSWICK RD

Parcel Number: CAMA Number:

027021

027021

Property Address: 56 OLD BRUNSWICK RD

cel Number:

028064A 028064A

CAMA Number:

Property Address: 46 GRIFFIN ST

Parcel Number:

CAMA Number:

028068

Property Address: 1 COMMONWEALTH AV

4/27/2022

028068

Mailing Address: VASOLL BILLIE LEE VASOLL JAMES W

14 WILLIAMS LN

GARDINER, ME 04345

Mailing Address: SHEA RONALD C SHEA CHRISTINE M

31 OLD BRUNSWICK RD

GARDINER, ME 04345-9718

Mailing Address: MORAN JANICE DEMETRIOU

**STEPHANIE** 

482 B HERITAGE VILLAGE SOUTHBURY, CT 06488

Mailing Address:

**GARDINER WATER DISTRICT** 

P O BOX 536

GARDINER, ME 04345-536

Mailing Address:

PRUE ROY PRUE KENNA L

52 OLD BRUNSWICK RD GARDINER, ME 04345

Mailing Address: COTE CINDY L

P O BOX 746

GARDINER, ME 04345

Mailing Address:

AMERICAN LEGION SMITH-WILEY POST

NO 4 OF GARDINER

46 GRIFFIN ST

GARDINER, ME 04345-2802

Mailing Address: J & R ASSOCIATES

36 ANTHONY AV

AUGUSTA, ME 04330



### Iron Mine Mobile Home Park PO Box 97, Hinckley, ME 04944 207-509-9927

TO: Abutting property owners

FROM: Iron Mine, LLC

SUBJECT: Planning Board Meeting / Public Hearing

Subdivision Plan Revision

We have submitted an application to the Gardiner Planning Board seeking approval to expand Iron Mine Mobile Home Park by five more mobile homes; from a 37-unit park to a 42-unit park. We are located at 43 & 47 Old Brunswick Road, Iron Mine Hill Road, and Williams Lane. It is within the Mixed-Use Village (MUV) Zoning District, City Tax Map 027, Lots 14, 14A & 15B.

The date of the meeting is June 14, 2022, at 6:00 PM at the City of Gardiner City Hall Council Chambers at 6 Church St, Gardiner, ME 04345.

A copy of our application is available at the Code Enforcement Office during regular business hours. Oral or written comments concerning our application may be presented prior to the meeting to the Code Enforcement Office or at the public hearing.

Sincerely, Jo Roderick & Roland Pinette Managers, Iron Mine Mobile Home Park

| (207)621-5600  |                     | wclement@mainetoday.com | Monday – Friday 8:00 am – 5 |  |
|----------------|---------------------|-------------------------|-----------------------------|--|
| Order Number   | 0349896             | Order Price             | \$241.30                    |  |
| Sales Rep.     | Wendy Clement       | PO No.                  |                             |  |
| ount           | 65090               | Payment Type            |                             |  |
| Publication    | Central Maine KJ MS | Number of dates         | 2                           |  |
| First Run Date | 06/02/2022          | Last Run Date           | 06/03/2022                  |  |
| Publication    | Online Upsell CMN   | Number of dates         | 2                           |  |

First Run Date

06/02/2022

#### Public Notice

Last Run Date

06/03/2022

City of Gardiner Planning Board Meeling Tuesday, June 14, 2012 & 6:00 PM Gardiner Cily Hall Council Chambers Public Hearing -(Subdivision Plan Revision

iron Mine LLC is seeking Planning Board approval to Add five Additional Lats to flor Make Mobile Holine Falls. The property located at 43 Old Brunswick Road is within the Mined-Use Village Zoning District, City Rax Map 027, Lots 14 14A, 15B

A copy of the application is axillable at the Code Enforcement Office duting legular business hours Olai or written comments concerning the application may be presented prior to the meeting to the Cade Entorcement Othice or at the public hearing.

On Mon, May 2, 2022 at 3:38 PM Wendy Clement < wclement@mainetoday.com > wrote:

# kennebec journal Morning Sentinel

#### Classified Advertising Proof

Home Deals of Maine LLC PO Box 97

Hinckley

04944

(207) 509-9927

homedealsofmaine@gmail.com

Thank you for placing your advertisement with us.

Your order information and a preview of your advertisement are attached below for your review. If there are changes or questions, please contact the classified department at (207)621-5600

Thank you

| (207)621-5600  |                     | wclement@mainetoday.com | Monday – Friday 8:00 am – 5pm |  |
|----------------|---------------------|-------------------------|-------------------------------|--|
| Order Number   | 0349896             | Order Price             | \$241,30                      |  |
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| Publication    | Online Upsell CMN   | Number of dates         | 2                             |  |
| First Run Date | 06/02/2022          | Last Run Date           | 06/03/2022                    |  |

**Public Notice** 

City of Gardiner Planning Board Meeting

Mon, May 2, 2022 at 4:33 PM



1 message RE: EXTERNAL Re: ad proof/cost

Wendy Clement < Wclement@centralmaine.com>
To: Jo Roderick < homedealsofmaine@gmail.com>

Great, you are all set

Wendy Clement

Classified Advisor

Morning Sentinel/Kennebec Journal

31 Front St.

Waterville, Maine 04901

207-861-9150

wclement@mainetoday.com



From: Jo Roderick <homedealsofmaine@gmail.com>
Sent: Monday, May 02, 2022 4:28 PM
To: Wendy Clement <Wclement@centralmaine.com>
Subject: EXTERNAL Re: ad proof/cost

Approved, thank you! We can use the credit card ending in 3001 as before - it's in Roland Pinette's name (my husband) - Sincerely- Jo Roderick

On Mon, May 2, 2022 at 3:38 PM Wendy Clement <wclement@mainetoday.com> wrote:

First Run Date Publication First Run Date Publication Account Sales Rep. Order Number (207)621-5600 Thank you Your order information and a preview of your advertisement are attached below for your review. If there are changes or questions, please contact the classified department at (207)621-5600 04944 Thank you for placing your advertisement with us. homedealsofmaine@gmail.com (207) 509-9927 Hinckley 06/02/2022 Online Upsell CMN 06/02/2022 Central Maine KJ MS 65090 Wendy Clement 0349896 wclement@mainetoday.com Last Run Date PO No. Number of dates Last Run Date Number of dates Payment Type Order Price Monday - Friday 8:00 am - 5pm 06/03/2022 N 06/03/2022 N \$241.30

PO Box 97

Home Deals of Maine LLC

### ITEM F

Acreage of proposed subdivision, roads and acreage NOT included in the proposed subdivision revision

```
Land Area
            AREA CALCULATIONS
```

-Book 13712, Page 28
-Book 13925, Page 237, parcel 2:121,096 s.f. (2:18 acres)
-Book 13925, Page 237, parcel 13925, Page 237, parcel 1
11.741 s.f. (0:27) acres11 741: s.f. (0:27) acres TOTAL = 386,556 S.L. (8.87 acres)

Area not included in projectnot included in project

-Book 13925, Page 237, parcel 1 —11,741\_s.f. (0.27) acres

-Area from Book 13925, Page 237,

-Parcel 2 to Tax Lot 14A —752 s.f. (0.02 acres) Lot 16 —5,378 s.f. (0.12) acres

Conveyance to Vasall —4,62 -Conveyance to Vasoll -Consent Agreement Area —69.954 s.f. (1.50 acres)s.f. (1.60 acres) Area Remaining 294.111 s.f. + 5.378 s.f. = 299.489 s.f. 676 acres + 0.12 acres = 688 acres

Subdivision Area

-Road Area -Detention Pond -Lot Area (net) 234,677 s.f. (5.51 acres). 1,712 s.f. (0.04 acres) 57,722 s.f. (1.32 acres)57,722 s.f. (1.32 acres)

Area Used 294,111 s.f. 299,489 sf. (6.76 acres) (6.88 acres

## Item G

Copy of the portion of the county soil survey covering the subdivision

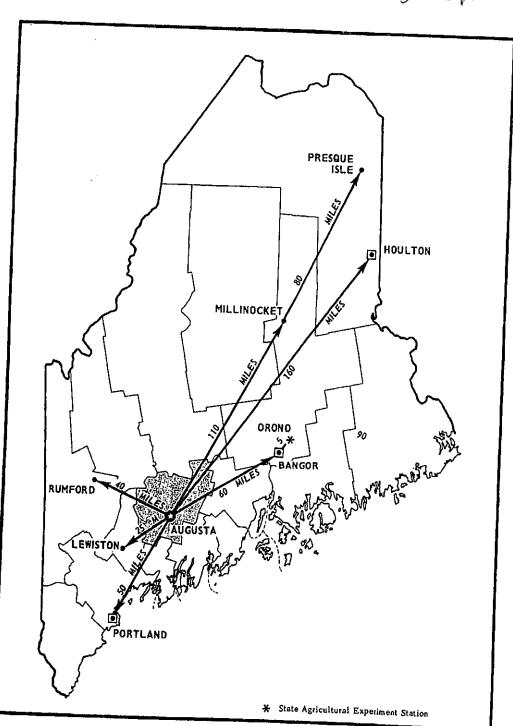
TEM

Hollis fine sondy loans
3+0 8 percent slows

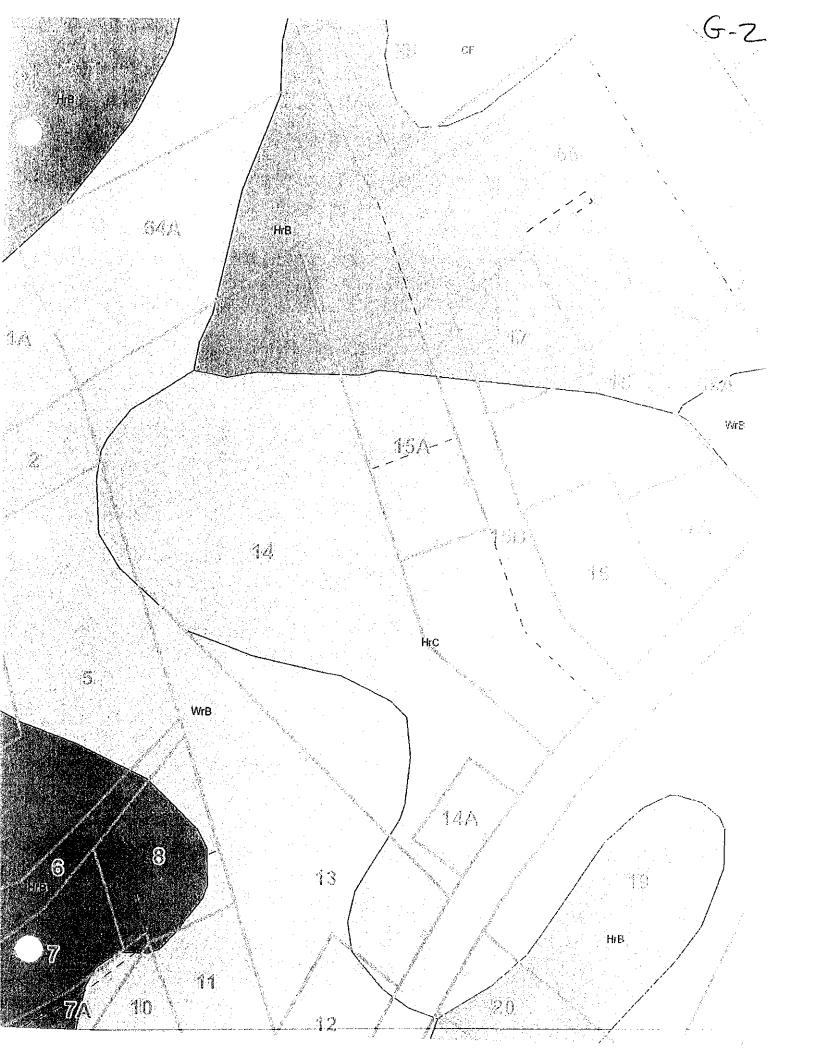
the C - Hollis fine sandy loans 810 15 parent

6-1

WrB - Woodbridge fine sandy loans
3 to 8 persons slopes



Location of Kennebec County in Maine.



## ITEM H

Letter from Public Works



May 12, 2022

Dear Jo,

Re: Iron Mine Mobile Park Expansion

Thank you for notifying me about the Iron Mine Trailer Park expansion. This expansion as I understand it is increasing by 5 pads. You currently have 37 pads and would like to increase to 42 pads. Public Works does not have any concerns regarding the safety of adding these 5 additional sites, however this could impact the stormwater system in that area. I understand you are working with E.S. Coffin Engineering on developing a site plan, and part of that plan is to address the drainage of adding these 5 additional pads. I would like to review this plan, and if necessary, meet on site with the engineer to ensure if there are going to be any impacts to the cities stormwater system, how they will be addressed and who is going to be responsible for addressing these impacts.

Respectfully,

Jerry Douglass

**Public Works Director** 

City of Gardiner

## ITEM I

Letter from Water District



# GARDINER WATER DISTRICT

P.C., Boll, 536 \* Gardiner, Marie 04345 \* 207 [582-5566 \* ball 207 [582-556]

May 10, 2022

Jo Roderick & Roland Pinette Iron Mine LLC

RE: Iron Mine Mobile Home Park

Regarding the proposed 5-lot extension of the Park, the Gardiner Water District has ample capacity to serve this expansion. There is a 12" main that runs adjacent to the property. The park is currently served through a 2" line that feeds all of the homes located in the park. It may be necessary in the future for the park owners to add an additional water service and meter pit to meet the additional demand of the park as the additional units may require more capacity than a single 2" line can supply.

Sincerely,

Paul Gray Supt Gardiner Water District



May 11, 2022

Planning Board
City of Gardiner
6 Church Street
Gardiner, ME 04345

RE: Iron Mine MHP

Based on the information provided for the proposed additional 5 mobile home pads, this project will not create any additional usage of the Wastewater Treatment Facility.

Best regards,

Douglas E. Clark
Wastewater Director
City of Gardiner, Maine

## ITEM J

Letter from Police Chief Toman



# GARDINER POLICE DEPARTMENT POLICE \* COMMUNICATIONS



May 6, 2022

Gardiner Code Enforcement Members of the Gardiner Planning Board 6 Church Street Gardiner, Maine 04345

Gardiner Planning Board Members:

I have reviewed the proposed expansion by five mobile homes, of the Iron Mine Mobile Home Park, located off the Old Brunswick Road, in Gardiner, Maine. This expansion may result in additional calls for police services, but it is not anticipated that these calls will have an impact on the overall services that the Gardiner Police Department delivers.

If you have any further questions or concerns, please let me know.

Sincerely,

Chief James M. Toman Gardiner Police Department City of Gardiner

JMT:dd

## ITEM K

Letter from Fire Chief Sieberg



### CITY OF GARDINER FIRE & RESCUE DEPARTMENT



Fire Chief Richard Sieberg

May 6, 2022

Dear Jo Roderick,

I have received your request for a letter from the Fire Department regarding expanding the Iron Mine Mobile Home Park from 37 pads to 42 pads.

After conducting a drive through of the park I see no issues for the Fire Department if this project is approved.

As always we look forward to working with all of the businesses in the City. Please feel free to reach out to the Fire Department if you have questions or concerns.

Sincerely,

Richard Sieberg

Gardiner Fire Department

Fire Chief

## ITEM L

N/A (Phosphorous material)

### ITEM M

Iron Mine Hill Road and Williams Lane have been connected according to the State of Maine "Street Construction Standards for Manufactured Housing Communities"

See Attached 02-385-850 Me. Code

No new roads to be installed only driveways

### 02-385-850 Me. Code R. § app. B

Appendix 385-850-B - STREET CONSTRUCTION STANDARDS FOR MANUFACTURED HOUSING COMMUNITIES

#### Roadways

A. Minimum thickness of material after compaction

#### Street Materials

#### Minimum Requirements

Aggregate sub-base course (Max sized stone 4") 12 inches 1

Crush aggregate base course

3 inches

- B. Before clearing has started on a community street, the center and side lines of the new street shall be staked of flagged at fifty foot intervals.
- C. It is recommended that before grading is started, the entire community street shall be cleared of all stumps, roots, brush, and other objectionable material. All ledge, large boulders and tree stumps shall be removed from the community street.
- D. All organic materials shall be removed to a depth of two feet below the subgrade of the street. Rocks and boulders shall also be removed to a depth of two feet below the subgrade of the roadway. On soils which have been identified as not suitable for roadways, the subsoil shall be removed from the street site to a depth of two feet below the subgrade and replaced with material meeting the specifications for gravel aggregate sub-base below. The subgrade shall be sloped to provide proper drainage.
- E. Except in a ledge cut, set slope shall be no steeper than a slope of three feet horizontal to one foot vertical, and shall be graded, loomed, limed, fertilized, and seeded according to the specifications of the erosion and sedimentation control plan.
- F. It is suggested, when possible, that all underground utilities be placed behind the homes, however, those installed under streets shall be installed prior to paving to avoid cuts in the pavement. It is recommended that building sewers and water service connections shall be installed to the edge of the community street prior to paving.
- G. The aggregate sub-base course shall be sand or gravel of hard durable particles free from vegetation matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 4 inch square mesl sieve shall meet the following grading requirements:

#### Sieve Designation Percentage by Weight Passing Square Mesh Sieves

1/14 inch

25-70%

No. 40

2-30%

No. 200

1-7%

- H. Aggregate for the sub-base shall contain no particles of rock exceeding four inches in any dimension.
- I. The aggregate base course shall be sand or gravel of hard durable particles free from vegetative matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch square mesh sieve shall meet the following grading requirements:

#### Sieve Designation Percentage by Weight Passing Square Mesh Sieves

1/2 inch

45-70%



1/14 inch 30-55% No. 40 5-20% No. 200 1-5%

- J. Aggregate for the base shall contain no particles of rock exceeding three inches in any dimension.
- K. Pavement joints. Where pavement is used and joins an existing pavement, the existing pavement shall be cut along a smooth line and form a neat, even, vertical joint.
- L. Pavements. It is recommended, if pavement is used, that minimum standards for the base layer of pavement shall be the Maine Department of Transportation specifications for plant mix grade B with an aggregate size no more than 1 inch maximum. It is recommended that minimum standards for the surface layer of pavement shall meet the MDOT specifications for plant mix grade C with an aggregate size no more than 3/4 inch maximum.
- M. Roadway Width and Grade. The traveled width of a one-way street shall be a minimum of 12 feet. The traveled width of a two-way street shall be a minimum of 18 feet. If the road is paved, there shall be adequate shoulders to support the pavement. The roadway grade shall not exceed 10%.

#### Footnote:

(1) The 12" aggregate base is in most instances not acceptable for municipal streets. If your long range plan is to have your community streets accepted as public ways, you should check with your municipality. Most municipalities require at least 18" aggregate subbase.

#### Intersections

- A. Grades of all streets shall conform to the terrain so that cut and fill are minimized.
- B. Where community streets intersect with public roads, recommended sight distances, as measured along the public way which traffic will be entering, and based upon the legal speed limit, are as follows:

Legal Speed Limit (mph) 25 30 35 40 45 50 55 Sight distance (feet) 250 300 350 400 450 500 550

- C. Sight distances shall be measured from the driver's seat of a vehicle standing on that portion of the exit with the front of the vehicle at the stop line of the community street, with the height of the eye 31/2 feet, to the top of an object 41/2 feet above the pavement.
- D. When necessary, corner lots shall be cleared of all growth and sight obstructions, including ground excavatior to achieve the required visibility.

02-385 C.M.R. ch. 850, 385-850 app B



22 0168

#### SECTION 2

#### THE LAW COMMENTS AND ILLUSTRATIONS open space, storage or recreation, as those terms are defined by local ordinances applicable to all resi-dential developments. A municipality shall not require this addi-tional area to be greater than 10% of the combined area of the individual lots within a mobile home park, and The area of any serbacks required under Title 38 or an ordinanc adopted pursuant to Title 38. Except as required under Title 38 or an ordinance adopted pursuant to Title 38, a municipality shall not require setbacks that have the effect of requiring lots larger Except in a thoreland area, a municipality cannot num-date sorbacks or frontage requirements which have the effect of requiring lots large than those set field in para-graph A. above (6.500 sf. 12664 sf. 20,00) sf) than those permitted under paragraph A. Notwithstanding paragraph C, a munici-A municipality may require that mobile homes on loss adjacent to a public road be set buch from the public road the same distance as other reskiential smictures. pality may require that mobile homes on lots adjacent to a public road be set back from the public road according to re-quirements applicable to other residential developments.

- 14 -

SECTION 2

| HE | LAW |
|----|-----|

#### COMMENTS AND ILLUSTRATIONS

- A municipality shall not require road from age on individual lots within a mobile home park that has the effect of requiring a manufactured home on the lot to be placed parallel to an adjacent private or public roadway.
  - Except as provided by paragraph G, municipal road standards shall not apply to private roads within a mobile home park unless the developer intends to offer the roads to the municipality for acceptage of the product tance as nown ways.
- A municipality may require by ordinance or rule that privately owned roads within a mobile home park: G.
  - Be built according to acceptable engineering standards and with a professional engineer's seal as required by the Manufactured Housing Board;

A municipality cannot mandate roud frontages in a part which have the effect of requiring manufactured no be placed with their long side parallel to the mad.

Municipal road standards cannot be applied to private roads in a mobile hame park unless those roads are to be offered to the community for acceptance as town ways.

Private Road Standards in Mobile Home Parks

A municipality may require that park roads:

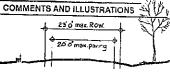
 meet accepted standards and are designed by a professional engineer,

- 15 -

#### SECTION 2

#### THE LAW

- (2) Have a right of way up to 23 feet in width, 20 feet of which the municipality may require to be paved; and
- Conform to reasonable safety standards applicable to intersec-tions with public ways adjacent to the mobile home park.
- The Manufactured Housing Board shall develop standards for construction of roads within a mobile home park no later than January 1, 1990. The board shall submit these standards to the joint standing committee of the Legislature having



meet reasonable safew standards where they intersect with public roads; (See Section 5)

The State's Manufactured Housing Board is required to prepare additional standards by languary 1, 1900.

# Item N

Traffic Report





## TRIP GENERATION ALLEGED !! PROPOSED MOBILE HOME HARRED IN

### INTRODUCTION

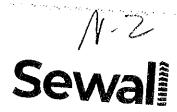
Trip generation analysis has been performed for the proposed expansion of the Iron Mine Hill Mobile Home Park in Gardiner, Maine. The proposed development will expand the existing mobile home park by adding additional units on Williams Avenue. The expansion will increase the number of mobile homes from 24 existing to 42, resulting in an increase of 18 dwelling units. It is understood that access to the

# TRIP GENERATION ANALYSIS

The number of trips to be generated by the proposed mobile home development was estimated using the most recent Institute of Transportation Engineers (ITE) "Trip Generation,  $10^{th}$  Edition" report. The calculations were performed utilizing Land Use Code 240 - Mobile Home Park, and Land Use Code 210 -Single-Family Detached Housing, based on the number of proposed dwelling units. Due to the small sample size for Mobile Home Park trip generation data, the results for Single Family Detached Housing were also evaluated. To be conservative, the average of the two sets of rates was utilized as outlined in the table below:

| <u>Time Period</u><br>Weekday  | 10 <sup>th</sup> Edition ITE (<br>Mobile Home | Average Rate pe<br>Single-Family | er Dwelling Unit)<br>Average |
|--------------------------------|---|----------------------------------|------------------------------|
| AM Peak Hour – Adjacent Street | 5.00  | 9.44                             | 7.22                         |
| AM Peak Hour – Generator       | 0.26  | 0.74                             | 0.5                          |
|                                | 0.26  | 0.76                             | 0.51                         |
| PM Peak Hour – Adjacent Street | 0.46  | 0.99                             | _                            |
| PM Peak Hour – Generator       | 0.49  | 1.00                             | 0.73                         |
| ~                              |   | 4.00                             | 0.75                         |

The trip generation results for the existing and expanded mobile home park, based upon the above average



| ITE Trip Generation | (One-Way Trip-Ends)   |
|---------------------|-----------------------|
| F:                  | The state the cities! |

|              | Existing Cone-Way Trip-Ends) |                    |              |
|--------------|------------------------------|--------------------|--------------|
| Time Period  | Existing<br><u>24 DUs</u>    | Proposed<br>42 DUs | New          |
| Weekday      | _                            | 12 003             | <u>Trips</u> |
| Entering     | 174                          | 304                | 130          |
| Exiting      | 87                           | 152                | 65           |
| -            | 87                           | 152                |              |
| AM Peak Hour |                              | -52                | 65           |
| Entering     | 13                           | 22                 | 9            |
| Exiting      | 4                            | 7                  | 3            |
| -            | 9                            | 15                 |              |
| PM Peak Hour |                              |                    | 6            |
| Entering     | 18                           | 32                 | 14           |
| Exiting      | 11                           | 20                 |              |
| 3            | 7                            | 12                 | 9            |
|              |                              | 44                 | 5            |

As shown above, the conservative estimate for the expansion shows new peak hour trips to be nine (9) during the AM peak hour and fourteen (14) during the PM peak hour. This minimal level of new traffic would not be expected to have any significant impact on traffic operations off-site. Typically, a project will not have any measurable impact unless it generates in excess of 25 new lane hour trips. The proposed expansion will generate a maximum of nine (9) new lane hour trips during the higher volume PM peak hour having no significant impact beyond the site drive intersections.

### SAFETY REVIEW

The most important factor for a development with this level of new trip generation is safety. The MaineDOT map viewer was checked for any nearby high crash locations on Brunswick Avenue or Old Brunswick Road and none were identified. Additionally, the MaineDOT map viewer shows the posted speed limit to be 25 mph on Old Brunswick Road in this area. Based upon this, Sewall recommends a minimum of 250' of sight distance be provided from the Williams Avenue access drive. It should be confirmed that the available driveway sight distances from Williams Avenue meet this criteria. No landscaping or signage should be located in the driveway sight triangles that could potentially block sight distance in the future.



To summarize, the expansion of the mobile home park will generate just nine (9) new one-ways trips during the AM peak hour and fourteen (14) during the PM peak hour. This level of traffic should have no impact on traffic operations or capacity off-site beyond the site drives. Hence, the only concern is safety. There are no high crash locations within the vicinity of the mobile home park. It should be confirmed that adequate sight distance is provided from Williams Avenue to meet current safety standards.

As always, let me know if you or the City of Gardiner have any questions or concerns reading my findings or recommendations.

Sincerely,

Diane W. Morabito, P.E. PTOE Vice President Traffic Engineering

ione W. Mordito

MORABITO

### ITEM O

## Solid Waste Disposal

Tenants have Two options (see attached lease agreement):

- Private contractor collects the trash once a week; tenants pay him directly
- They get their own dumpsters and maintain them

## LEASE AGREEMENT

|   | 为其 200% 自1 60 日 10 月 11 月 1 月 1 月 1 日 1 日 1 日 1 日 1 日 1 日  | 0-1  |
|---|--|--|
| Iron Mine Mobile Home Park  | Move-in Date   |  |
| Property Location:  | 4.000000   | export vector of recommunities in later 1, 1, 1, 1, 24, 11, 22,  |
| Property Location:  1. This is a ONE YEAR LEASE AGREEMENT. If the becomes a continuing "tenancy at will' 'and the tenar will remain in effect. Either party can stop this month-written notice. This notice must expire on or after the decay and the land of the payments. The rent for this residence is \$\frac{1}{2}\$ If there are charges in addition to this rent, they are list more days late, tenant agrees to pay the landlord a \$50 landlord on time by USPS, online or drop off to our off door, or send letters, texts, emails, etc. in order to collect TENANT'S RENT IS DUE UNTIL KEYS ARE RETU  3. Security Deposit. Tenant has paid the landlord \$\frac{1}{2}\$ A. Security Deposit will be forfeited if tenant does not coccupancy or is forced to move out. This security deporesidence, any unpaid rent, storing and disposing of unanagement must have unit cleaned after tenant vacate B. THE SECURITY DEPOSIT WILL NOT BE USED C. A 30-Day notice is required for moving; otherwise on Tenant will leave a forwarding address and Security I within 30 days of moving out.  D. Last months' rent is MINIMUM the 12th month of the Services/Utilities provided by the Landlord: Water, Sew 5. Services/Utilities provided by the Tenant: Heating (Oil conditioning, telephone, yard maintenance and snow rendered for moving solicitation of sales or arts and crafts greated for moving solicitation of sales or arts and crafts greated for moving solicitation of sales or arts and crafts greated for moving solicitation of sales or arts and crafts greated for moving solicitation of sales or arts and crafts greated for moving solicitation of sales or arts and crafts greated for moving solicitation of sales or arts and crafts greated for moving solicitation of sales or arts and crafts greated for moving solicitation of sales or arts and crafts greated for moving solicitation of sales or arts and crafts greated for moving solicitation of sales or arts and crafts greated for moving solicitation of sales or arts and greated for moving solicitation of sales or arts and gr | tenant stays beyond the initial 12 months, the stay will rent from month-to-month. All terms of the one of the month tenancy by giving the other party at late through which rent has been paid.   | of this agreement teleast 30-days  day of each month E. If rent is 7 or the rent to the hysically go to you be for this service.  otherwise the mage to the mage to the mage to the eneviction. If eposit, address |
| solicitation of sales or arts and crafts created for profit), not violate local zoning laws or affect the landlord's ab. A. The residence shall be occupied only by those person except for guests. Guests may not stay past 9pm withou Total number of persons residing in this residence canno OCCUPANT(S):   | Such incidental uses will be allowed as long lity to obtain fire or liability insurance. as, whose names appear in this Rental Agrees the surfiction permission of the surfiction of the surfice of the s | as they do   |
| B. Tenant agrees NOT to sublease or assign this resider C. The tenant agrees not to damage the mobile home, rowith the rights of other tenants to live in their homes in the tenant's family, invitees or guests shall be repaired failure to make repairs the landlord may make the repair (1) No excessive nail holes or scotch tape on walls. Dor (2) No changing/tampering door locks, without manage (3) Light bulbs are tenant's responsibility. Bulbs missin replace at tenant's expense.  | oms, buildings, grounds or common areas or peace and quiet. Damage caused by the tensiby the tenant at the tenant's expense. Upon this and the tenant shall be responsible for the 't litter the refrigerator with magnets.  | to interfere ant, the tenants costs.   |
| <ul> <li>(4) Key replacement is \$50 and due on delivery.</li> <li>(5) If a toilet or lavatory must be removed because of its charge of \$100 will be assessed tenant whether the o BABY WIPES OR CLOROX WIPES. If sewer lines</li> <li>(6) No satellite or other TV connections will be attached</li> <li>(7) Any missing smoke detectors will be replaced at \$10</li> <li>D. No alterations, no painting, no improvements to the prior written consent of the landlord.</li> </ul>   | ostacle is found there or in the sewer line. Do get clogged due to wipes, it's at tenant's exp to the residence.   | O NOT FLUSH<br>Dense.  |

Move in date\_\_\_\_\_

7. Disturbing the Peace. The tenant agrees not to cause or allow on the premises any excessive nuisance, noise or other activity which disturbs the peace and quiet of neighbors or other tenants in the park or violates any state law or local ordinance. Please work out all disturbances amongst yourselves. Landlord is not a referee. A. No loud parties permitted, or extremely loud music, TV or any instrument that bothers your neighbors. B. NO HUNTING or discharging of any firearms allowed on or around the property. No dead animals hung up. C. NO Trash permitted in front or next to doorways. Use a receptacle. D. Tenants are required to keep house and surrounding area neat and clean. E. No unregistered, uninspected or abandoned vehicles tolerated around the residence. These vehicles will be towed at the owner's expense within 7 days of written warning. 8. Pets must be pre-approved; otherwise tenant will automatically forfeit their Security Deposit and may result in the termination of the tenancy. If tenant is allowed a pet, only the following pet may live in the residence: there is an addition pet deposit of \_\_\_\_\_ which is non-refundable. 9. Renters Insurance- on personal property, goods/furnishings to be provided by tenant at their own expense. 10. Landlord entry into the residence: Except for emergencies, the landlord may enter the apartment during reasonable hours and after giving the tenant a 24 hour notice in advance. 11. Eviction for Violations of this Agreement A. Serious or repeated violations of the terms of this agreement can result in termination of tenancy and eviction of the tenant. If tenant does not live up to the terms of this agreement the following will occur: If the tenant does not comply within a 10-day period, the landlord will deliver to the tenant a written notice that this agreement will end within 30 days. On that day, the agreement automatically terminates and the tenant will leave the residence and return the keys to the landlord. B. Eviction for Failure to Pay rent. If the tenant is 7 days or more late in paying the rent, the landlord may send a notice that states that the agreement will end in 7 days, unless the tenant pays all overdue rent and late charges before that 7-day period ends. If the tenant fails to pay the rent, the agreement term automatically terminates and the tenant will leave the residence and return the keys to the landlord. C. Eviction for Dangerous Acts. If the tenant's actions pose an immediate threat to the health or safety of other residents or the landlord, or to the physical structure of the residence, then the agreement can be immediately terminated without prior warning. D. Any legal fees incurred for eviction process will be charged to tenant and taken from the Security Deposit. 12. Notifying the Landlord or tenant. All notices are to be in writing and addressed properly and delivered to the correct resident or sent by mail. The effective date of a notice will be the day it is personally delivered to the residence, or if it is mailed, two days after the date it is postmarked. 13. Landlord shall dispose of all abandoned property in compliance with Maine's abandoned property statues. 14. If Mobile Home is held by deposit and tenant opts not to move in, there will be a \$200 charge for holding the unit. Tenant: Name (print) \_\_\_\_\_\_ Signature\_
Phone (cell) \_\_\_\_\_ (work) \_\_\_\_\_ Valid Drivers' License/ID\_\_\_\_\_
Emergency Contact Name and Phone Number \_\_\_\_\_ Mail Payments to Iron Mine, LLC, LLC PO Box 97, Hinckley, ME 04944

Managing Agents: Jo Roderick or Roland Pinette 207-509-9927

### ITEM P

Funds available to complete project

Iron Mine Mobile Home Park owns the necessary frontend loader, excavator and tractor to install the infrastructure. We also have the water, sewer and electric lines left over from the previous phase.

Currently there are 36 tenants with a gross monthly income of \$51,145.

Our plan is to self-fund these last 5 lots.

### ITEM Q

### Licensure for Iron Mine Mobile Home Park Storm Water Run-Off Plan Insurance



## State of Maine

DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION MANUFACTURED HOUSING BOARD

## **License Number MP7055**

Be it known that

# IRON MINE HILL TRAILER PARK

owned or operated by IRON MINE, LLC

has qualified as required by Title 10 MRS Chapter 951 and is licensed as: MANUFACTURED HOUSING COMMUNITY

located in GARDINER with 24 sites

**SSUE DATE** 

Ame L. Head Commissioner

EXPIRATION DATE March 31, 2023

ebruary 16, 2022



### JOHNSON & JOHNSON PREFERRED FINANCING, INC.

FOR PROCESSING MAIL TO: PO BOX 26009 REENSBORD NC 27420

Email:

### PREMIUM FINANCE SECURITY AGREEMENT

000 000 000

Physical Address: 200 Wingo Way, Ste 200, Mt Pleasant SC 29464 -- Mailing address: PO Box 26009, Greensboro NC 27420

| 100                 | ENT/BROKER  | T HOTIC.  | 800-808   | -33/3   | rax   | : 843-278-92                                    | 235   |  | finanç                  | ê@jjpf.com                 |  |
|---------------------|---|---|---|---|---|---|---|--|-------------------------|----------------------------|--|
| 1                   |   |   |   |   |   | BORROWER  |   |  |                         |                            |  |
| دوب إ               | GACY RISK SOLUTION:<br>Green St NE<br>inesville, GA 30501   | S, LLC (J&J)  |   |   |   | IRON MINE, I<br>PO BOX 97<br>HINCKLEY, N        |   |  |                         |                            |  |
| (77                 | 0) 532-0022   | ···   | Producer Co   | do nono   |   |   |   |  |                         |                            |  |
| u . <del>u</del> m. | TOTAL PREMIUM   | G. Non Bofordalla Guitta  |   |   |   | 207-509-9927                                    |   |  |                         |                            |  |
| jA.                 | \$18,456.57   |   |   |   | \$5.00 PAYMENT SCHEDULE   |   |   |  |                         |                            |  |
| В,                  | DOWN PAYMENT  | NUMBER OF<br>INSTALLMENTS   |   | AM  | AMOUNT OF EACH<br>INSTALLMENT<br>\$1,420.33                                     |   | WHEN PAYMENTS ARE DUE   |  |                         |                            |  |
| D,                  | \$4,951.65  |   |   | 10  |   |   | <del></del>   |  |                         |                            |  |
| <br>С.              | AMOUNT FINANCED   | 10  |   |   |   |   | FIRST INSTALLMENT DUE INSTALLMENT DUE DATES   |  |                         |                            |  |
|                     | \$13,504.92   |   | · <u></u>   |   |   | HEDULE  |   | 5/10/2022 10th                                 |                         |                            |  |
|                     | FINANCE CHARGE  | DOLLON  | POLICY  | 7   |   | HEDULE C  |   | <u>S</u>                                       |                         |                            |  |
| D.                  | Total of Box F plus Box G   | POLICY<br>NUMBER  | EFFECTIVE   |   | INSURANCE COM<br>MANAGING GENE  |   | ANY AND   | TYPE OF  | POLICY<br>TERM          | GROSS                      |  |
|                     | \$698.38  |   | DATE  |   |   |   | AL AGENT  | COVERAGE                                       | (months)                | PREMIUM                    |  |
|                     | TOTAL OF<br>PAYMENTS  | WS463019  | 4/10/2022   | Nort<br>RT  | Northfield Insurance Compa<br>RT SPECIALTY<br>PO Box 2600 Roswell, GA           |   | ıny   | COMMERCIAL<br>PROPERTY                         | 12                      | \$10,402.0                 |  |
|                     | The amount you will   |   |   | PO  |   |   | 30077   |  | S/FEES                  | \$320.31                   |  |
|                     | have paid after you make  |   | ļ   |   |   |   |   | ERN TXS/FEES                                   |                         | \$275.00                   |  |
|                     | all payments as<br>scheduled. (C + D)<br>\$14,203.30  | WS463019  | 4/10/2022   | CEN<br>RT S   | CENTURY SURETY COMP<br>RT Specialty (Charlotte)<br>14045 Ballantyne Corporate I |   | PANY  | COMMERCIAL<br>LIABILITY                        | 12                      | \$7,067.00                 |  |
|                     | APR   |   | ,   | 1404  |   |   | I, Suite 100 FIN  |  | S/FEES                  | \$217.26                   |  |
|                     | Cost of finance charge at   |   |   | . 1   | Charlotte, NC 28277   |   |   | ERN TXS/FEES                                   |                         | \$175.00                   |  |
| ·,                  | a yearly rate inc setup fee   | TOTAL PR  |   |   | REMIUMS MUST AGREE WITH BO  |   |   | OX "A" ABOVE: >>>>                             |                         | \$18,456.57                |  |
| _                   | 11.129%   |   |   |   |   |   |   |  |                         | 410,100,57                 |  |
| )116                | ote Number: 5373  | 005 1   | E LICENOE   | NID m   |   |   |   |  |                         |                            |  |
|                     | ote Halliber. 3373  | 993.1   | F LICENSE   |   |   | 40,011.1  |   |  |                         |                            |  |
| ctro<br>F F         |   | of this document incl<br>OU DO NOT REC<br>MENTS ON THE<br>TISHALL BE BO         | of this Agreeming LENDER luding but not CEIVE YOU ABOVE DUND FINA | nent and your ATT It imited to IR PAYI JE DATI ANCIAL | ou agre<br>TORNE<br>o facsin<br>MENT<br>E TO                                    | nile transmissions COUPONS ( THE ABOVE THE TERM | is, BOTH ON TH<br>ancel the policies<br>shall be legally b<br>DR INVOICE F<br>ADDRESS. I U<br>AND CONDITION | outlined in the Agrice binding.  OR INSTALLINE | MENT. You               | further agree the          |  |
|                     | SIGNATURE OF BORI   | ROWER(S) OR DULY  | AUTHORIZ  | ED BOR  | ROWE  | R(S)  |   | DATE   | <del></del>             |                            |  |
|                     |   | derick  |   |   |   |   | 07-509  | 7-9927   |                         |                            |  |
| 3 <i>^</i>          | DUCEBONA  | PRINTED NA  |   |   |   |   |   | PHONE NUMBER                                   |                         |                            |  |
| The<br>The<br>thori | DUCERS WARRA<br>NDERSIGNED WARRA<br>Borrower has received<br>policies herein are in fu<br>ized this transaction and | INTS AND GUARAL a copy of this Agree Ill force and effect as recognizes the sec | NTEES:<br>ement, and the<br>nd the informative interest           | ne Requir   | red Fed   | deral Truth-In-Le                               | ending disclosur  | res for Personal L ne<br>ums are correct, (3)  | es Insuran<br>The Borro | ce, if applicab<br>wer has |  |
| uthori              | zed this transaction and<br>er, and the Total Premiu  | recognizes the secu   | crity interact  | accianod  | d bassis  | (A) The D                                       | and the brettiff  | ums are correct, (3)                           | The Borro               | v<br>r                     |  |

Borrower, and the Total Premium shown above has been or will be used to purchase insurance policies shown in the Schedule of Policies. (5) There are no

exceptions to the policies other than those indicated and the policies comply with LENDER's eligibility requirements. (6) NO AUDIT OR REPORTING FORM POLICIES POLICIES SUBJECT TO RETROSPECTIVE RATING OR TO MINIMUM EARNED PREMIUMS ARE INCLUDED EXCEPT AS INDICATED AND IN THE ANTICIPATED PREMIUMS TO BE EARNED FOR THE FULL TERM OF M IT IS \_\_\_\_\_\_ (7) The policies can be cancelled by the Borrower of on the standard short rate or pro rate table except as indicated. Upon the full amount of the unearned premium, including unearned commission as alance due under this Agreement, within 15 days of receipt. (8) The vency has not been instituted by or against the named Borrower or if the nent in the space in which the Borrower's name and address is placed. 4/11/2022

### ITEM R

Land Use: Landscaping and paving Land use to include removal of a few trees to install water, sewer and electric lines and pour concrete pads. Plan includes paved driveways after homes are in place.

Plant decorative trees, shrubs, sod and hydroseed for erosion and aesthetic purposes.

### ITEM S

Iron Mine, LLC will maintain snow removal, common area mowing and road maintenance as we've done the last three years.

We have had contracts with Ye Ole English for plowing for two years (see attached)

### YE OLDE ENGLISH PLOWING/SANDING/GROUNDS

Wayne and Kristy Alexander 495 Brunswick Road Richmond, Maine 04357 Phone: (207) 242-5308 Email: fishchips3@yahoo.com

Hello there my name is Wayne Alexander owner of Ye Olde English in Richmond. I have been plowing personal and commercial properties in the Richmond/Gardiner/Dresden areas for over 16 plus years. I am writing this letter as for the acceptance in winning the bid for the plowing and sanding/salting of the Gardiner Iron Mine Trailer Park property. Please take a moment and review the specs for my bid for the 2020/2021 season.

Please feel free to contact me if you have any questions or concerns, I will gladly help in the best way I can.

The property in question for the plowing and sanding is as followed: Iron Mine Trailer Park.....Iron Mine Hill Gardiner, Maine 04345 PO Box 97 Hinckley, Maine 04944

Bid for the 2020/2021 Season: \$4,350.00 including plowing and sanding every storm.

The agreed contract total shall be divided into 2 payments due on the 1st of month as followed:

- 1. November 1st..... \$2,175.00
- 2. January 1st......\$2,175.00

The above bid will include the following duties:

- A) Monitoring of grounds at the above property during and after weather hits.
- B) Clearing of snow or ice during each storm.
- C) Plowing and sand/salt after each storm.

Also with the acceptance of my bid and approval, I will show proof of full coverage commercial insurance. NOTIFICATION OF ACCEPTANCE NEEDS TO BE

ACKNOWLEDGED BY OCTOBER 15th and FIRST PAYMENT DUE NOVEMBER 1st.

Sincerely, Wayne Alexander

Thank you for your time, and please do not he sitate to phone me for anything that I can help with. The above cell number is where I can be reached 24 hours a day. Thanks again and hope to see you all very soon.

This 2020/2021 contract will be signed by both parties by 10/15/20

Wayne Alexander: Wayne Alexander: North Rep:

### YE OLDE ENGLISH PLOWING/SANDING/GROUNDS

Wayne and Kristy Alexander 495 Brunswick Road Richmond, Maine 04357 Phone: (207) 242-5308 Email: fishchips3@yahoo.com

Hello there my name is Wayne Alexander owner of Ye Olde English in Richmond. I nave been plowing personal and commercial properties in the Richmond/Gardiner/Dresden areas for over 18 plus years. I am writing this letter as for the acceptance in winning the bid for the plowing and sanding/salting of the Gardiner Iron Mine Trailer Park property. Please take a moment and review the specs for my bid for the 2021/2022 season.

Please feel free to contact me if you have any questions or concerns, I will gladly help in the best way I can:

The property in question for the plowing and sanding is as followed:

Iron Mine Trailer Park.....Iron Mine Hill as Well as new road purchased Gardiner, Maine 04345

PO Box 97 Hinckley, Maine 04944

Bid for the 2021/2022 Season: \$7450.00 including plowing and sanding/salting every storm for the trailer park road, new road purchased, 3 unit apartment building. Plowing will be done every storm, sanding/salting will be done as an asis basis. If more is needed please call.

The agreed contract total shall be divided into 2 payments due on the 15th of month as followed:

- 1. November 15th..... \$3,725.00
- 2. January 15th.....\$3,725.00

The agreed contract is for a 3 year term contract. The bid in the amount of \$7,450.00 will be for the following seasons 21/22, 22/23, 23/24. After the 2024 season a new bid will be presented. All services are included in this bid. If for any reason more property is added or more is needed then this bid can and will be altered.

The above bid will include the following duties:

- A) Monitoring of grounds at the above property during and after weather hits.
- B) Clearing of snow or ice during each storm.

12 (0) Plowing and sand/salt after each storm.

Also with the acceptance of my bid and approval, I will show proof of full coverage commercial insurance. NOTIFICATION OF ACCEPTANCE NEEDS TO BE ACKNOWLEDGED BY OGTOBER 15th and FIRST PAYMENT DUE NOVEMBER 15th.

Sincerely. Vłayne Alexander

That k you for your time, and please do not he sitate to phone me for anything that I can he partition in the above cell number is where I can be reached 24 hours a day. Thanks again and hope to see you all very soon.

Tbis 2021/2022 contract will be signed by both parties, my signature will be on the hard copy in office.

Iron Mine Trailer Park Rep. De Levil Scon Mine, LCC

**HOLDER**