

TOWN OF GRAY
ZONING BOARD OF APPEALS
AGENDA • SEPTEMBER 26, 2023

**Zoning Board of
Appeals Regular
Meeting**



7:00 PM

I. MEETING COMMENCES

Roll Call

II. MINUTES APPROVAL

- a. Zoning Board of Appeals - Regular Meeting - May 24, 2023 7:00 PM

III. NEW BUSINESS: PUBLIC HEARINGS

- a. POCH PROPERTIES, LLC is requesting a Practical Difficulty Variance from the standards established in the sign ordinance to install ground sign located on their property at 25 Portland Road, Gray Tax Map 043-404-174-000, in a Village Center Zoning District.
- b. High Road, LLC and Hero Property, LLC have filed an administrative appeal of a Notice of Violation regarding Odor Management, as established in The Town of Gray Zoning Ordinance Chapter 402, on their tenant space in a Village Center Zoning District at 21 Portland Road, Gray Tax Map 043-404-171-003.

IV. ADJOURNMENT

** The Town of Gray is an equal opportunity employer and complies with all applicable equal access to public accommodations law. If you are planning to attend a Town Council or Town committee or board meeting and need assistance with a physical disability, please contact the Town Manager's office at least 48 hours in advance of the meeting to have the Town assist you. 657-3339. TTY 657-3931.*

TOWN of GRAY
ZONING BOARD OF APPEALS
MINUTES • MAY 24, 2023

Henry Pennell Municipal Complex
24 Main Street Gray, ME, 04039

7:00 PM

I) MEETING COMMENCES

ROLL CALL

| Attendee Name | Status |
|------------------|---------|
| Brad Fogg | Present |
| Georgia Woodbury | Present |
| Derek Shirley | Present |
| Anthony Grabarz | Present |

II) MINUTES APPROVAL

- a) April 26, 2023 ZBA Minutes

Department: Zoning Board of Appeals

Motion to approve a) April 26, 2023 ZBA Minutes

| | |
|-----------------|---------------------------|
| RESULT | PASSED [UNANIMOUS] |
| MOVER | Georgia Woodbury |
| SECONDER | Anthony Grabarz |
| AYES | None |

III) DISCUSSION

1. Discussion of the ZBA duties, responsibilities, and expectations.
2. Types of appeals

Department: Zoning Board of Appeals

IV) ADJOURNMENT



**VARIANCE APPLICATION -PRACTICAL DIFFICULTY
ZONING BOARD OF APPEALS
TOWN OF GRAY MAINE**

For Office Use Only
Date Submitted: 7/27/2023
Tent. Sched. for: Aug 2023
Amount Paid: 500

PROPERTY INFORMATION

| | | | |
|---------------------------|-----------------------------|--------------------|-----------------------------|
| Property Location/Address | 25 Portland Rd. | Property Map/Lot | <u>43 . 404 . 174 . 000</u> |
| Zoning District | VC | Lot Acreage | .60+/- |
| Owner Name | Poch Properties, LLC | Owner Phone Number | 207-329-9775 |
| Number of Dwelling Units | 1 | | |

APPLICANT

| | | | |
|--------------------------------|-------------------------------------|------------------------|------------------------------------|
| Name (IF different than owner) | Bailey Sign/Maine State C.U. | Email Address | demery@baileysign.com |
| Mailing Address | 9 Thomas Dr. | Contact Phone Number | 207-774-2843 x 115 (Deanna) |
| Mailing City/State/Zip | Westbrook, ME 04092 | Alternate Phone Number | |

VARIANCE INFORMATION

Per Gray Zoning Ordinance 402.9.2.B.3:
Practical Difficulty Variance: The Board may grant a variance from the dimensional standards of the Zoning Ordinance when strict application of the ordinance to the petitioner and the petitioner's property would cause a practical difficulty and when the following conditions exist:

- The need for a variance is due to the unique circumstances of the property and not to the general condition of the neighborhood;
- The granting of a variance will not produce an undesirable change in the character of the neighborhood and will not unreasonably detrimentally affect the use or market value of abutting properties;
- The practical difficulty is not the result of action taken by the petitioner or a prior owner;
- No other feasible alternative to a variance is available to the petitioner;
- The granting of a variance will not unreasonably adversely affect the natural environment; and
- The property is not located in whole or in part within shoreland areas as described in Title 38, section 435.

As used in this subsection, "dimensional standards" means and is limited to ordinance provisions relating to lot area, lot coverage, frontage and setback requirements.
 As used in this subsection, "practical difficulty" means that the strict application of the ordinance to the property precludes the ability of the petitioner to pursue a use permitted in the zoning district in which the property is located and results in significant economic injury to the petitioner.

Describe request (description may be attached separately- plot plan/site map required to be attached)

See attached.

| | Current Requirement | Currently Existing | Proposed |
|--------------------------|---------------------|--------------------|----------|
| Front Setback | N/A | N/A | N/A |
| Rear Setback | N/A | N/A | N/A |
| Side Setback | N/A | N/A | N/A |
| Other Setback (describe) | N/A | N/A | N/A |
| Max. Lot Coverage | N/A | N/A | N/A |
| Min. Lot Area | N/A | N/A | N/A |
| Min. Street Frontage | N/A | N/A | N/A |
| Other (describe) | | | |

CRITERIA- BRIEFLY DESCRIBE HOW YOUR REQUEST MEETS EACH OF THE FOLLOWING:

a. The need for a variance is due to the unique circumstances of the property and not to the general condition of the neighborhood;

This property is part of the VC zone. The sign ordinance does not allow for enough aggregate square footage to allow for the freestanding sign being requested.

b. The granting of a variance will not produce an undesirable change in the character of the neighborhood and will not unreasonably detrimentally affect the use or market value of abutting properties;

All other surrounding business properties have freestanding signs. Therefore, adding a freestanding sign at this property would be in the same character as others in the neighborhood.

c. The practical difficulty is not the result of action taken by the petitioner or a prior owner;

There is no prior action taken by petitioner or prior owner that caused this.

d. No other feasible alternative to a variance is available to the petitioner;

There is no other opportunity to add this freestanding sign without a variance.

e. The granting of a variance will not unreasonably adversely affect the natural environment; and

The position chosen for the freestanding sign is in an open lawn space at the front of the property. The owner will add landscaping around the base of the sign once installed to add to the natural environment.

f. The property is not located in whole or in part within shoreland areas as described in Title 38, section 435.

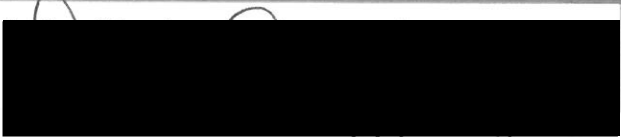
The property is not located in the shoreland area.

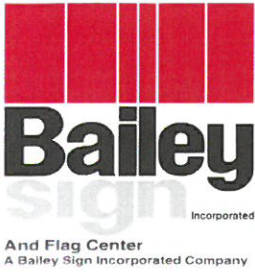
Per Gray Zoning Ordinance 402.9.2.B.4:

Variance Review Criteria: In hearing variance appeals under this section, the Board of Appeals shall determine that the applicant has demonstrated that all of the undue hardship or practical difficulty criteria in sub-Sections 2 and 3 above have been met. Additionally, the Board shall consider the following criteria in its decision to grant any variances or impose conditions:

- a. What effect will be proposed variance have on the prevailing character of the area?
- b. Does the proposed variance require special screening or fencing to separate or protect the property of abutting owners?
- c. Will the proposed variance create drainage, erosion or flooding problems?
- d. Will the proposed variance increase water pollution?
- e. Will the proposed variance generate vehicular traffic, access circulation or parking conditions which create hazardous situations?
- f. Will granting of the variance violate any of the performance standards of this Ordinance apart from the specific relief authorized by this Section?
- g. Will the proposed variance create to any degree nuisances to abutting property owners?
- h. Is the variance request the least modification of the Zoning Regulations necessary to afford relief?
- i. In granting any variance, the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of this Ordinance.

PLEASE REFER TO THE CURRENT FEE SCHEDULE FOR APPLICABLE FEES TO INCLUDE REQUIRED ADVERTISING AND ABUTTER NOTIFICATIONS

| | | |
|---|---|------------------------|
|  | Printed Name Deanna Emery/Bailey Sign | Date 7/27/23 |
|---|---|------------------------|



July 27, 2023

Town of Gray
Zoning Board of Appeals

RE: 25 Portland Rd. – Maine State Credit Union

This request is for an additional 16 square feet of aggregate sign area for this property, in which case would allow the credit union to have a freestanding sign in addition to the two building mounted signs currently in place. The sign ordinance allows for two building mounted signs up to 24 square feet (which the current signs are) and a freestanding sign up to 24 square feet. However, the total aggregate area of signage allowed for this zone is 56 square feet. The total aggregate area needs to be 72 square feet to have all three signs. The proposed freestanding sign meets all ordinance size, height, and lighting requirements for the VC zone. I have attached a rendering of the freestanding sign they'd like to add to the property as well as photos of the two building mounted signs already in place.

Respectfully,

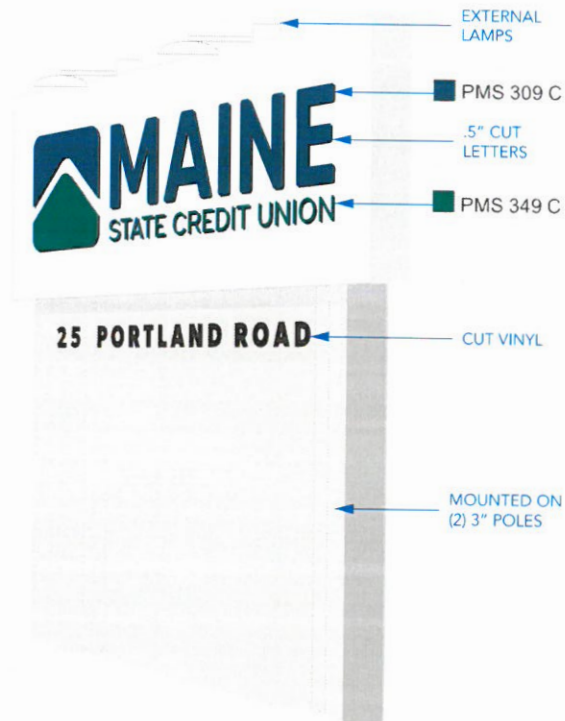
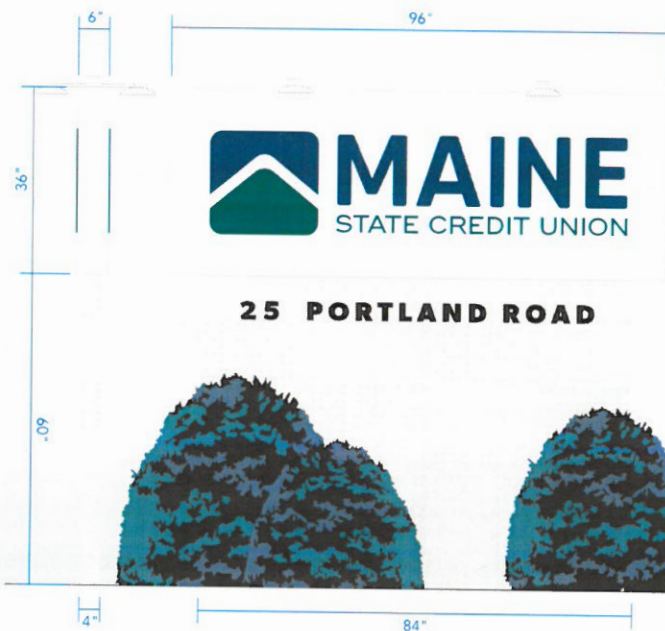
[Redacted signature]

Deanna Emery
Sales manager & consultant



9 Thomas Drive, Col. Westbrook Executive Park, Westbrook, ME 04092
Tel: 207-774-2843 • Fax: 207-774-1193 • e-mail: demery@baileysign.com





CABINET SPECIFICATIONS

| | |
|---------------|---------------------------------|
| WORK ORDER # | 6304 |
| CLIENT | MAINE STATE CREDIT UNION |
| CLIENT # | 5775 |
| LOCATION | 25 PORTLAND RD GRAY ME 04039 |
| SCOPE | NEW MONUMENT SIGN |
| SALES REP: DE | DRAWN BY: OR |
| REVISION # | |
| DATE | 6/14/23 |
| SCALE | 3/4" = 1' |

| | |
|-----------------------------------|---|
| CABINET DETAILS | |
| OVERALL SIZE | 36" X 96" X 6" |
| DOUBLE SIDED | <input checked="" type="checkbox"/> SINGLE SIDED <input type="checkbox"/> |
| MATERIAL | ALUMINUM |
| COLOR | WHITE |
| DIMENSIONAL LETTER DETAILS | |
| SIZE | 20" X 81" |
| MATERIAL | COMPOSITE |
| DEPTH | .5 |
| COLOR: PAINTED | |
| | <input checked="" type="checkbox"/> PMS 309 C |
| | <input checked="" type="checkbox"/> PMS 349 C |

| | |
|-------------------------------------|-------------------------------------|
| MOUNTING - MOUNTMENT | |
| MONUMENT SIZE | 60" X 84" X 4" |
| MATERIAL | ALUMINUM |
| COLOR: PAINTED | |
| | <input type="checkbox"/> PMS 7527 C |
| ACCENTS: BLACK VINYL ADDRESS | |
| LIGHTING COMPONENTS | |
| LIGHTING: (4) | LED LAMPS |
| LIGHTING EFFECT: | EXTERNAL ILLUM. |
| DRAWING # | |

09164
K/DESIGN/DRAWING ABC/
M/MAINE STATE CREDIT UNION



CLIENT:

DATE:

BAILEY SIGN REPRESENTATIVE:

DATE:

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IF AN ELECTRIC SIGN, THEN INSTALLATION MUST BE ACCOMPLISHED IN TOTAL COMPLIANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRIC CODE, THE REQUIREMENTS OF UNDERWRITER LABORATORY, CANADIAN STANDARDS ASSOCIATION AND/OR ANY APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

ALL ELECTRICAL SIGNS REQUIRE ROUTINE MAINTENANCE.

VOLTAGE: _____



PHOTO PLOT N.T.S 5" CLAPBOARDS



PHOTO PLOT N.T.S 5" CLAPBOARDS



LOGO

-  WHITE ACRYLIC FACE
-  3M TRANS EUROPEAN BLUE TO BEST MATCH PANTONE #309 C
-  3M TRANS HOLLY GREEN VINYL TO BEST MATCH PANTONE #349 C

B/G COLOR TO BE CONFIRMED

 PANTONE #7527 C



www.baileysign.com
 © Thomas Drive
 Col. Westbrook Executive Park
 Westbrook, ME 04092
 207-774-2843 / 1-800-539-SIGN
 Fax: 774-1193
 E-Mail: sales@baileysign.com

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 ALL ELECTRICAL SIGNS REQUIRE ROUTINE MAINTENANCE.

VOLTAGE

APPROVAL

CLIENT

APPROVED _____ DATE _____
 BAILEY SIGN REPRESENTATIVE

APPROVED _____ DATE _____

DESIGNATED COPY FOR:

ESTIMATING/OUTSOURCING

GRAPHICS

FABRICATION

ROUTER

PAINT

INSTALLATION

CUSTOMER / SIGN LOCATION

MAINE STATE CREDIT UNION

25 PORTLAND ROAD

GRAY, MAINE

SALES/SPONSOR: DE DRAWN BY: LWM

WORK ORDER #: 5530.1 CUSTOMER #: 5775

SCALE: 1/2" = 1' DATE: 7/6/22

REVISIONS: 108 10701 - PENDING
 R1: 8/8/22 REDRAW AS BLDG. PLOT

DRAWING #

08950 B R1

Proposed Sign Location



ZERILLO LAW FIRM, LLC

1250 Forest Avenue, Ste 3A, Portland, ME 04103
www.ZerilloLaw.com 207.228.1139

July 13, 2023

VIA HAND DELIVERY

Town of Gray

**RE: ZBA APPEAL APPLICATION
21 Portland Rd, Unit 9.**

Dear Zoning Board of Appeals,

On June 14, 2023, EAC, LLC received a notice of violation (the "NOV") for a cannabis order emitting from two of the units located in the shopping plaza at 21 Portland Rd, Gray, Maine (the "Building"), violating sections 4028.7 (G)(4), (H), and (I) of the Gray Zoning Ordinance, Amended May 16, 2023 and made Effective June 15, 2023 (the "GZO"). I represent Robert Thibodeau, who leases units 7, 8, 9, and 9-A in the Building through his companies Hero Properties, LLC and High Road, LLC. Units 8, 9, and 9-A are used for the cultivation of medical cannabis as authorized by the Maine Medical Cannabis Act. Units 9 and 9-A are used for mature plants and harvested cannabis. Unit 8 is used for immature and seedling cannabis plants. Unit 7 is used as an office for Mr. Thibodeau and is completely separated from the other units.

At the time of the NOV, Mr. Thibodeau was using top-of-the-line air filtrations systems to mitigate all orders coming from this cultivation. Specifically, Mr. Thibodeau was using at the time of the NOV:

- Two - 5500cfm blowers pull air through a 2-inch Merv 8 filter and a 2-inch Merv 12 carbon filter, which then passes over an odor-reducing UV filter.
- Six - Defender DXM odor-reducing UV filters.
- One - Agri carbon and UV filter rated for 16,000 sqft.
- One - 750cfm blower attached to a carbon filter.

This odor mitigation system filtrates the entire unit's air at a rate of 8.16 air exchanges per hour, with the national industry standard being 8 air exchanges per hour.

Mr. Thibodeau, High Road, and EAC have never received or been made aware of any complaints of odor, whether written, oral, or submitted to the Town of Gray, being made by any Gray resident or abutting property. However, since the NOV, Mr. Thibodeau has added three Uni smell blockers outside the front door of unit 9 and three 750cfm blowers attached to carbon

filters inside the unit directly next to the entrance. Mr. Thibodeau has also replaced all the carbon filters used in the system well ahead of the standard use period. This was all done to ensure that no odor is emitted from the units.

Mr. Thibodeau has also reached out to the Gray CEO in an effort to remedy any possible issues. However, despite his best efforts, he has been unable to meet with the CEO to do so.

As such, we are appealing this NOV as we have seen no evidence suggesting that any odor was emitted or any complaint made. Furthermore, despite being unable to meet with the CEO, Mr. Thibodeau has taken all possible measures to prevent any odors from being detectable from the outside of his units. It is for these reasons that we believe the CEO's NOV misconstrues the intent of the GZO and should be rescinded. Should this Board feel it is necessary, we will work with the CEO to address any concerns about future possible odor emissions.

Sincerely,



Seth T. Russell, Esq.
ZERILLO LAW FIRM, LLC
seth@zerillolaw.com
207-228-1139

STR/___

Enclosure: Copy of NOV, Copy of Lease Agreement between EAC, LLC and Hero Properties, LLC, Administrative Appeal Application, Authorization of Representation, and Deed, Property Tax Card.

cc: Client (*via* MyCase Portal)



**APPLICATION FOR ADMINISTRATIVE APPEAL
ZONING BOARD OF APPEALS
TOWN OF GRAY MAINE**

For Office Use Only 7/13/23
 Date Submitted: 7/13/23
 Date Paid/Initials: 7/13/23
 Amount Paid: 7/13/23

| CONTACT INFORMATION | | | |
|---|-------------------------|----------------|---------------------|
| Name | Seth Russel, Esq | E-Mail Address | Seth@Zerillolaw.com |
| Street Address | Zerillo Law Firm, LLC | City/State/Zip | Portland, ME 04103 |
| Phone Number | 1250 Forest Ave. Ste 3A | Work Phone | 207-228-1139 |
| Name of owner on property which is subject to appeal: | | EAC, LLC | |

APPEAL

Please describe in detail the facts surrounding this appeal, what you think is wrong about the decision which you are appealing, and what actions you want the board of appeals to take in this matter. If additional space is needed, please continue on a separate sheet of paper and attach it to this application.

My name is Seth Russell and I represent Robert Thibodeau o/b/o High Road, LLC and Hero Property, LLC.

This appeal is in response to a Notice of Violation dated 6.14.23 (the "NOV"), for violations of the Town of Gray Zoning Ordinance related to cannabis odor.

We are appealing the NOV because, in accordance with State statutes, rules, and regulations, and in accordance with the Town of Gray Zoning Ordinance, my client has implemented an odor mitigation system that exceeds industry standards. Further, no complaints of odor have ever been submitted against us or the Landlord.

As such, the CEO has misinterpreted the applicable sections of the Gray Zoning Ordinance. For more details, please see the attached letter and documents.

Thank you.

CERTIFICATION

I certify that the information contained in this application is true to the best of my knowledge and belief.

| | | | |
|---------------------|---|------|---------|
| Applicant Signature |  | Date | 7/13/23 |
|---------------------|---|------|---------|

PERMISSION TO REPRESENT PROPERTY OWNER

PROPERTY & OWNER INFO

| | | | |
|---------------------------|----------------|--------------------|--|
| Property Location/Address | 21 Portland Rd | Property Map/Lot | 043 . 404 . 171 . 003 |
| Zoning District | Village Center | Lot Acreage | |
| Number of Dwelling Units | 9 | Deed Reference | 28459/343 |
| Owner Name | E.A.C., LLC | Owner Phone Number | 207 743 4297 (Atty: Samantha Adams) |

I, E.A.C., LLC, residing at Gray, ME, am the deeded owner of the above referenced property.

I authorize Seth Russell / Robert Thibodeau to represent me & the above referenced property regarding application for Zoning board of appeals as it pertains to Suite 7, 8, & 9 leased by High Road, LLC

Authorization extended to: (Check all that apply)

- Submit application for the Zoning Board of Appeals
- Present case at the scheduled Zoning Board of Appeals / Planning Board Meeting
- Other (please describe) _____

REPRESENTATIVE INFO

| | | | |
|------------------------------|-----------------------|------------------------|---------------------|
| Name of Individual | Seth Russell | Email Address | Seth@ZerilloLaw.com |
| Company Name (if applicable) | Zerillo Law Firm, LLC | Primary Phone Number | 207-228-1139 |
| Mailing Address | 1250 Ave Ste. 3A | Alternate Phone Number | |
| Mailing City/State/Zip | Portland, ME 04103 | Other? | |

Daniel P. Crafton, Member
Printed Name


Signature

July 11, 2023
Date



TOWN OF GRAY

Henry Pennell Municipal Complex
24 Main St, Gray Maine 04039
www.graymaine.org

CODE ENFORCEMENT OFFICE

Tammy Munson, Lead Code Enforcement Officer
ceo@graymaine.org

06.14.2023

EAC, LLC
PO BOX 788
GRAY, ME 04039

RE: 21 PORTLAND ROAD

TAX MAP/LOT: 043-404-171-003

CERTIFIED RECEIPT # 7021 2720 0002 8567 4456

NOTICE OF VIOLATION

DEAR EAC, LLC:

An inspection was performed at the above referenced location and there was a very strong cannabis odor detected outside of the 2 units that have cannabis operations as well as in an abutting space.

The Town of Gray's Zoning Ordinance Section 402.8.7 Medical Marijuana

G. Visibility of Activities; Control of Emissions; and Disposal Plan states:

4. Odor management. For all Registered Caregivers and Registered Caregiver Cultivation Areas, the odor of marijuana must not be perceptible at the exterior of the building at the premises of the Registered Caregiver or Registered Caregiver Cultivation Area, or at any adjoining use of the property. Registered Caregivers and Registered Caregiver Cultivation Areas must utilize and properly maintain appropriate ventilation and filtration systems to satisfy the odor standards contained herein. While these standards do not mandate any particular equipment specifications with regard to filtration, Registered Caregivers and Registered Caregiver Cultivation Areas are strongly encouraged to adopt best management practices with regard to implementing state-of-the-art technologies in mitigating marijuana odor, such as air scrubbers and carbon filtration systems.

The Town of Gray's Zoning Ordinance Section 402.8.7 Medical Marijuana

H. Quiet Enjoyment states:

The cultivation, processing or sale of Marijuana by Registered Caregivers shall not adversely affect the health or safety of residences or nearby properties through the creation of mold, mildew, dust, glare, heat, noise, noxious

process, odor, smoke, traffic, vibration, or other impacts, or create a hazardous condition due to the use or storage of material, processes, products or waste.

The Town of Gray's Zoning Ordinance Section 402.8.7 Medical Marijuana

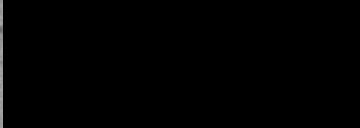
I. Code Compliance states:

Registered Caregivers and Registered Caregiver Cultivation Areas must be in compliance with all State adopted codes applicable to municipalities, including, without limitation, National Electrical Code, Uniform Plumbing Code, National Fire Prevention Association (NFPA) Codes and Standards, and Maine Uniform Building and Energy Code.

The emission of odors must CEASE and DESIST immediately. All equipment controlling odors must be professionally serviced and enhanced to control and mitigate any odor emissions from the above referenced locations.

Please contact me upon receipt of this notice to discuss your odor mitigation plan moving forward. Failure to comply with this notice could result in the Town taking action to close your business. This constitutes an appealable decision per section 402.9.2, within 30 days from the date of this letter. If I can be of further assistance, please contact me at 207-657-3112.

Sincerely,



Tommy Munson
Code Enforcement Officer

WARRANTY DEED
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **GRAY PLAZA, INC.**, a Maine corporation with a place of business in Gray, Cumberland County, Maine, for consideration paid, grants to E.A.C., LLC, a Maine limited liability company with a place of business in Gray, Cumberland County, Maine, whose mailing address is 37 Beach Road, Casco, Maine 04015, Maine, with warranty covenants, real property located in Gray, County of Cumberland and State of Maine, described as follows:

See Attached Exhibit A

Reference is made to a survey entitled "Boundary Retracement Survey of the Gray Market Place of property located along State Routes 26 & 100, Gray, Maine for Daniel P. Craffey by Pioneer Surveying & Mapping Services" dated February 23, 2009, revised 11/23/09 and 02/02/2010, recorded in Plan Book _____, Page _____ of the Cumberland County Registry of Deeds. *to be recorded at pub*

NOTICE: The interest conveyed herein is subject to a Declaration of Environmental Covenant, recorded in the Cumberland County Registry of Deeds on July 2, 2010, in Book 27892, Page 248.

IN WITNESS WHEREOF, Gray Plaza, Inc. has caused this deed to be executed in its name by Philip A. Cook, Sr., its President, thereunto duly authorized on this 11 day of January, 2011.

GRAY PLAZA, INC.:

[Redacted Signature]

By: [Redacted Signature]
Philip A. Cook, Sr.,
Its President

Witness

STATE OF MAINE
Cumberland, ss.

January 11, 2011

Then personally appeared the above-named Philip A Cook, Sr., President of Gray Plaza, Inc. as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the corporation.

Before me,

[Redacted Signature]

Attorney at Law / Notary Public
Print Name: TOUJY N. SNOW
Bar # 170

MAINE REAL ESTATE TAX PAID

Exhibit A

A certain lot or parcel of land, with the buildings and improvements thereon, located on the easterly side of State Routes 26 & 100 in the Town of Gray, County of Cumberland, and State of Maine being more particularly bounded and described as follows:

Beginning at an iron pipe found at the southwest corner of a parcel of land, being the first parcel of land reserved in a deed from Hansen Farms Inc. to Gray Plaza Inc., dated May 27, 1969, and recorded in Book 3087, Page 137 of the Cumberland County Registry of Deeds, said point of beginning also being shown on a plan entitled "Plan of Property of Gray Plaza, Inc." recorded in Plan Book 197, Page 16, being the southwest corner of the lot reserved by Hansen on said plan. Thence, from said point of beginning S 86° 45' 54" E a long the southerly line of the said reserved parcel a distance of 100.00 feet to a capped rebar set and the northwest corner of a parcel of land as described in a deed from Gray Plaza, Inc. to Gray Auto Parts dated September 31, 1970 and recorded in Book 3166, page 470;

Thence, S 03° 30' 15" W along the westerly sideline of land now or formerly of Gray Auto Parts and land now or formerly of Gerald W. Seavey et. al. as described in a deed from Gray Plaza, Inc. dated September 14, 1988 and recorded in Book 8495, Page 211, a total distance of 102.00 feet to a capped rebar set;

Thence, S 86° 46' 46" E along the southerly line of the said Seavey et. al. a distance of 93.14 feet to a rebar with cap inscribed "RLS 1057" found at the southeasterly corner of the said Seavey et. al. and the southwest corner of land now or formerly of Ralph A. White as described in a deed from Gray Plaza, Inc. dated September 14, 1988 and recorded in Book 8495, Page 208;

Thence, S 86° 36' 05" E along the southerly line of the said White, a distance of 149.86 feet to a capped rebar set at the southeast corner of the said White;

Thence, N 03° 22' 09" E along the easterly sideline of the said White a distance of 102.00 feet to a 5/8th inch rebar found at the northeast corner;

Thence, N 86° 03' 38" W along the northerly line of the said White a distance of 32.80 feet to a 5/8th inch rebar found at the southeast corner of the first parcel of land reserved in a deed from Hansen Farms Inc. to Gray Plaza, Inc. Book 3087, Page 137;

Thence, N 03° 22' 17" E along the easterly sideline of the said reserved parcel a distance of 316.87' feet to a rebar with cap inscribed "RLS 1057" found;

Thence, S 81° 29' 23" E a distance of 98.78 feet to an iron pipe found;

Thence, S 67° 27' 33" E a distance of 147.09 feet to a stone bound with drill hole found at the northwesterly corner of a parcel of land as described in a deed from Gray Plaza, Inc. to Gray Senior Housing, Inc. dated May 07, 1975 and recorded in Book 3676, Page 265;

Thence, S 03° 29' 37" W along the westerly line of the said Gray Senior Housing, Inc. a distance

of 400.19 feet to a stone bound with drill hole found at an angle point in said line;

Thence, along the westerly line of the said Gray Senior Housing, Inc. S 14° 33' 56" E a distance of 501.47 feet to a stone bound found;

Thence, S 86° 43' 44" E along the southerly line of the said Gray Senior Housing, Inc. a distance of 571.12 feet to an iron pipe found;

Thence, N 09° 17' 00" E along the easterly line of the said Gray Senior Housing, Inc., a distance of 86.66 feet to a capped rebar set and land now or formerly of Kenneth H. Sawyer as described in a deed from Gray Plaza Inc. and recorded in Book 3780, Page 194;

Thence, S 37° 06' 38" E along the southwesterly line of the said Sawyer, and crossing a fifty (50) foot wide strip of land as described in a deed from John W. Frank to the Portland, Gray and Lewiston Railroad Company dated March 21, 1910 and recorded in Book 855, page 100, a distance of 172.39 feet to an iron pipe found at the southerly corner of the said Sawyer;

Thence, N 50° 02' 51" E along the southeasterly line of the said Sawyer, a distance of 66.46 feet to an iron pipe found;

Thence, S 38° 09' 06" E a distance of 1521.86 feet to an iron pipe found;

Thence, S 49° 41' 45" W a distance of 524.34 feet to a capped rebar set at the northeasterly corner of a parcel of land as described in a deed from Gray Plaza, Inc. to TEE'EM UP, dated October 17, 1996 and recorded in Book 12792, Page 299;

Thence, N 38° 43' 00" W along the northeasterly line of the said TEE'EM UP, and crossing the said fifty (50) foot wide strip of land as referenced above a distance of 1289.00 feet to a capped rebar set at an angle point;

Thence, along the northerly line of the said TEE'EM UP, N 88° 49' 00" W a distance of 1210.92 feet to a capped rebar set on the assumed easterly sideline of the said State Route 26 & 100;

Thence, N 03° 11' 05" E along the assumed easterly sideline of the said road a distance of 395.51' feet to a rebar with cap inscribed "RLS 1057" found at the southwest corner of a parcel of land as described in a deed from Gray Plaza, Inc. to Robert B. and Annette M. Beebe dated August 04, 1988 and recorded in Book 8411, Page 214;

Thence, S 86° 32' 30" E along the southerly line of the said Beebe a distance of 219.95 feet to a rebar with cap inscribed "RLS 1057" found at the southeast corner of the said Beebe;

Thence, N 03° 26' 17" E along the easterly line of the said Beebe and then along the westerly line of Gray Plaza Inc. as described in a deed from Robert W. Beebe and Annette M. Beebe dated August 02, 1988 and recorded in Book 8411, Page 216 a distance of 181.92 feet to a 5/8th inch rebar found at the northwest corner of the said Gray Plaza Inc.;

Thence, N 86° 32' 55" W along the northerly line of other land of the said Beebe as described in Book 6799, Page 65 , a distance of 109.90 feet to a capped rebar set at the southeast corner of a parcel of land as described in a deed from Gray Plaza, Inc. to Pochebit Development, Co. dated August 01, 2000 and recorded in Book 15677, Page 01;

Thence, N 03° 44' 57" E along the easterly sideline of the said Pochebit Development Co. and land now or formerly of Canal National Bank as described in a deed from Gray Plaza, Inc., dated May 23, 1974 and recorded in Book 3556, Page 39, and another parcel of land as described in a deed from Gray Plaza, Inc., to Canal National Bank, dated January 28, 1974 and recorded in Book 3505, Page 212, a total distance of 241.35 feet to a 5/8th inch rebar found at the northeast corner of land now or formerly of Canal National Bank;

Thence, N 84° 48' 41" W along the northerly line of land now or formerly of the said Canal National Bank a distance of 9.99 feet to a railroad spike found at the southeast corner of land now or formerly of the Federal Loan & Building Association as described in a deed from Gray Plaza, Inc. dated May 21, 1974 and recorded in Book 3548, page 10;

Thence, N 03° 45' 18" E along the easterly sideline of land now or formerly of the said Federal Loan and Building Association a distance of 149.91 feet to a railroad spike found;

Thence, N 86° 15' 03" W along the northerly line of the said Federal Loan and Building Association a distance of 99.93 feet to a capped rebar set along the assumed easterly sideline of the said road;

Thence, N 03° 44' 57" E along the assumed easterly sideline of the said road, a distance of 236.81 feet to an iron pipe found and the point of beginning;

BEARINGS are based upon magnetic north 1974.

ALL CAPPED REBAR SET are 5/8th inch or 1/2" inch diameter rebar with a plastic cap inscribed K.F. Farrar PLS # 2021.

CONTAINING 42.165 Acres.

EXCEPTING from the above described parcel of land a parcel of land as described in a deed from John W. Frank to the Portland, Gray and Lewiston Railroad Company dated March 21, 1910 and recorded in Book 855, Page 100

SUBJECT TO an easement for a subsurface septic system as described in an Easement Deed from Gray Plaza, Inc. to Gerald W. Seavey and Richard C. Morrell dated July 28, 2003 and recorded in Book 20028, Page 81.

TOGETHER WITH AND SUBJECT TO all rights, easements, above and below ground utilities, leases, appurtenances, conditions and restrictions of record.

Being a portion of the premises as described in a deed from Hansen Farms Inc. to Gray Plaza,

Inc. dated May 27, 1969 and recorded in Book 3087, Page 137; and a portion of the premises from H. Victor Udall to Gray Plaza Inc. dated July 15, 1969 and recorded in Book 3094, page 226; all of the premises as described in a deed from Hans M. and Gyda M. Hansen to Gray Plaza, Inc. dated May 27, 1969 and recorded in Book 3087, Page 141; and all of the premises as described in a deed from Robert B. and Annette M. Beede to Gray Plaza, Inc. dated August 02, 1988 and recorded in Book 8411, Page 216. All of the above references are to the Cumberland County Registry of Deeds.

//END//

Received
Recorded Register of Deeds
Jan 20, 2011 10:20:41A
Cumberland County
Pamela E. Lovley

REC'D
JAN 20 2011
P.O. Box 3500
Cumberland County, NC 27505

**LEASE
BETWEEN
EAC, LLC / GRAY PLAZA
AND
Hero Properties, LLC**

AGREEMENT of Lease made this 28 day of October, 2021 by and between EAC, LLC, PO Box 788,

Gray ME 04039, (hereinafter "Landlord") and Hero Properties, LLC, % Robert Thibodeau,

422 South St, Biddeford ⁰⁴⁰⁰⁵ <insert permanent mailing address> (hereinafter "Tenant").

WITNESSETH

That Landlord for and in consideration of the rents, covenants and agreements hereinafter set forth to be kept, observed and performed by Tenant, has and leased, and does hereby demise and let unto Tenant and Tenant does agree to lease from Landlord upon the covenants and agreements hereinafter described, property situated in the Town of Gray, in the County of Cumberland and State of Maine as follows:

1. **Property and Premises.** Landlord owns the land, buildings and improvements located at 21 Portland Road, Gray Maine 04039 (the "Property") and hereby leases to Tenant Suites 7, 8 and 9 of Gray Plaza deemed to contain a total of 13,900 rentable sq.ft. commercial space (the "Premises") together with free on-site parking in front of the building available to Tenant and employees and customers of Tenant.
2. **Term.** The term of this Lease shall be for a period of Three (3) years with a Commencement Date of November 1, 2021 and Expiration Date of October 31, 2024. Landlord shall grant Tenant early occupancy at no cost provided that (i) this Agreement is fully executed, (ii) Tenant has provided Landlord with the security deposit, copies of State licensure and insurance certificate specified hereunder.
3. **Security Deposit.** Upon execution of this Agreement, Tenant shall remit to Landlord the sum of Six Thousand Dollars (USD \$6,000.), which may be held by Landlord throughout the term of this Lease without interest as a security deposit for the full and faithful

performance of all Tenant's obligations hereunder. Landlord shall have the right to apply any part or the whole deposit to the curing of any default that may exist without prejudice to any other remedy which Landlord may have on account thereof. If Tenant shall have fully and promptly complied with all of the terms and conditions of this Lease, then at the termination hereof, the deposit shall be returned to Tenant. The business owner shall personally guarantee this lease.

4. **Base Rent.** Tenant agrees to pay to Landlord base rent, in advance monthly installments as follows:

Year 1 (November 1, 2021 – October 31, 2022): \$10,425.00/mo + Additional Rent;

Year 2 (November 1, 2022 – October 31, 2023): \$10,714.58/mo + Additional Rent;

Year 3 (November 1, 2023 – October 31, 2024): \$11,004.17/mo + Additional Rent.

In addition to Base Rent, Tenant shall also pay Additional Rent in advance monthly installments as set forth in Section 10 below.

5. **Delivery.** Landlord shall deliver the premises to Tenant in as-is condition.
6. **Specific Use; Termination Provisions.** Tenant may use the Premises as a medical marijuana cultivation, processing and storage facility as a Primary Caregiver as defined, licensed and regulated by the State of Maine under MRS Title 22 Section 2423-A, Maine's Medical Use of Marijuana Act and, when applicable, authorized and licensed retail, manufacturing and cultivation pursuant to MRS Title 28-B Maine's Marijuana Legalization Act or other use allowed by applicable local zoning laws and use permits and any successive legislation. Tenant may also use a physically separate portion of the Premises for retail sales of hemp cannabidiol "CBD" oil, currently considered an unregulated dietary supplement as of the effective date of this Agreement.
- a. Licenses: Upon execution of this Agreement and on an ongoing basis, Tenant shall provide Landlord with copy(ies) of its current Primary Caregiver license(s) necessary for operations, as well as an affidavit that the cultivation canopy area shall at all times be commensurate with said licensure, per State regulations.
- b. Emissions: No exhaust air emissions may be discharged from the Premises, except as to create a negative pressure environment within the Premises. Any such exhaust system must scrub the exhaust air with a charcoal or carbon air filtration system in order to neutralize any odors, within reason, and be maintained regularly. In the event of nuisance odor emissions from the Premises, Landlord reserves the right to require Tenant to install additional equipment to mitigate said odors or otherwise remedy and/or neutralize the emissions.

- c. **Windows:** Tenant shall, within thirty (30) days of executing this Lease and at all times maintain a professional storefront window appearance. Cultivation, storage and processing areas shall not be visible from the exterior.
 - d. **Signage:** See Section 14 hereunder.
 - e. **Changes in Law:** In the event there are change(s) in federal, or state laws or regulations during the term of this Lease that adversely affect Tenant's ability to operate a medical marijuana cultivation caregiving facility in the leased premises, Tenant shall have the option to terminate this Lease at any time following the enactment of such change(s) by providing Landlord with reasonable evidence of said change(s) in federal, state or local laws or regulations. If Tenant elects to exercise this option it shall give Landlord at least one hundred & eighty (180) days written notice thereof, which notice shall designate a date of termination, and the term hereof shall expire on such date. Upon such termination date, this Lease shall terminate and neither party shall have any further rights nor obligations hereunder following such termination except those that are intended to survive termination.
7. **Tenant Work.** Tenant shall be solely responsible for the planning, design, permitting, build-out cost and occupancy permit of the Premises (the "Tenant Work"). During the lease term, any Tenant Work performed in the Premises shall be in accordance with all applicable state laws and local ordinances. Prior to commencing any Tenant Work, Tenant shall provide Landlord with: (i) copies of all plans and specifications pertaining to the Tenant Work for which such access is being requested; (ii) copies of all licenses and permits required in connection with the performance of the work for which such access is being requested; and (iii) certificates of insurance naming Landlord as additional insured/loss payee as reasonably applicable.
8. **Renewal.** At the expiration of the term of this Lease, said Lease may be renewed at the option of the Tenant for One (1), Three (3) year option on the same terms and conditions of this Lease excluding base rent, which shall be set at a mutually agreeable market rate at the time of renewal. In order for the Tenant's rights of renewal to become operative, (i) Tenant must not be in default of this Lease at the time of renewal, and (ii) Tenant must provide Landlord with written notice of its intention to renew at least six (6) months prior to the expiration of the original term of this Lease. Failure of Tenant to provide such written notice shall conclusively be deemed to constitute a waiver by Tenant of its rights to exercise the renewal term. Notwithstanding anything else contained in this Lease if Tenant is in uncured default of any of its obligations under this lease, Tenant will have no right to exercise its renewal option under this section.

9. **Personal Property Taxes.** Tenant will pay all personal property taxes levied or assessed in respect of the personal property and trade fixtures on the Premises belonging to or used by the Tenant.

10. **Additional Rent.** Tenant shall pay Additional Rent to Landlord as reimbursement to Landlord for the various operating expenses delineated below. Tenant's monthly Additional Rent charges shall be levied according to its pro rata share of the Property.

Tenant's pro rata share percentage (%) of the Property is determined by dividing the rentable square feet of the Premises by the rentable square feet of the Property. Accordingly, Tenant's pro rata share hereunder is deemed to be **Twenty Four and 35/100 Percent (24.35%)**, hereinafter also referred to as "Tenant's Percentage".

Once annually, Landlord may provide Tenant with a summarized statement of Tenant's estimated Additional Rent charges for the upcoming twelve (12) month period. Tenant shall be required to pay such amounts monthly together with base rent. Following each subsequent twelve month period, Landlord may elect to "true up" or calculate the difference between the actual and estimated trailing Additional Rent charges and then accordingly generate an invoice or credit to Tenant, whichever may be the case. If requested in writing by Tenant, Landlord shall provide satisfactory accounting of this "true up" to Tenant for review.

In the event Tenant's use, conduct or alterations/improvements directly or indirectly trigger an increase in any of the Additional Rent items contained herein, then Tenant shall be responsible for reimbursing Landlord for said increases above and beyond reimbursement of routine expenses under Tenant's Percentage.

- a. **Real Estate Taxes.** Landlord shall remit to the municipality all real estate taxes assessed against the Property. Tenant shall reimburse Landlord for its pro rata share of the actual real estate taxes assessed against the land and building of which the Premises are a part. Tenants pro rata share of said taxes shall be due and payable monthly with base rent.
- b. **Snow Plowing Expense.** Landlord shall contract professional snow plowing for the Property's parking lot and vehicular driveways. Tenant shall reimburse Landlord for its pro rata share of the plowing cost for the Property of which the Premises are a part. Tenant's pro rata share of the snow plowing expense shall be due and payable monthly with base rent.
- c. **Insurance by Landlord.** Landlord shall maintain a general liability and property insurance protection for the Property, with coverage limits not less than \$1,000,000 per occurrence, \$2,000,000 combined limit and \$10,000 deductible. Tenant shall reimburse Landlord for its pro rata share of this insurance premium which shall be due and payable monthly with base rent. Landlord reserves the right to seek reimbursement from Tenant for any new, special or

surplus insurance policy premium(s) that may be required on account of Tenant's cannabis related uses of the Premises.

- d. **Common Area Maintenance.** Landlord shall maintain the exterior common areas of the Property in good repair, condition and appearance, including all repairs and maintenance of the building roof and exterior envelope, mechanical/electrical/plumbing systems, parking lots and drainage swales, private septic system(s), exterior lighting, roadside signage, fire/entry alarm monitoring service and other exterior elements. Common Area Maintenance charges specifically exclude any Landlord expenditures that are defined as capital improvements to the Property, including roof replacements, building expansions, pavement replacements, mechanical/electrical/plumbing system replacements, or the like. Tenant shall reimburse Landlord for its pro rata share of these Common Area Maintenance included but not limited to, all other cost of management of the building, including, without limitation property management fees, and all other reasonable costs related directly to the ownership, operations, maintenance and management of Property of which the Premises are a part, which shall be due and payable monthly with base rent.

Tenant is responsible for keeping clear, shoveling, salting and the general safety of its section of exterior walkways directly in front of and behind the Premises.

11. **Insurance by Tenant.** Tenant shall (i) insure Tenant and Landlord, as their interests appear, with general public liability coverage, in such amounts and with such companies and against such risks as the Landlord shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000.) combined single limit, Two Million Dollars (\$2,000,000) general aggregate with deductibles of not less than \$5,000 per occurrence, and (ii) insure Landlord and Tenant, as their interests appear, against loss of the contents and improvements of the Premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as Landlord shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge (it being understood, however, that Landlord will be responsible for maintaining property insurance on the Premises and Tenant will be responsible for paying Tenant's pro rata share of that insurance). Tenant shall deposit with Landlord certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured named therein.
12. **Utilities.** Tenant shall pay all costs for utilities and services consumed at the Premises including but not limited to electricity, heating fuel, water/sewer, trash removal, janitorial. Tenant shall store trash and refuse in such a manner as to ensure compliance with all fire,

safety and health ordinances to prevent its becoming a nuisance to the other occupants of said building or their patrons or employees.

13. **Assignment - Sublease.** Tenant shall not assign or sublet the Premises or any part thereof to any person or entity without Landlord's express written consent, consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the preceding sentence, Tenant may assign, sublet or license this Lease in whole or in part, without Landlord's consent, to an affiliate of Tenant. Landlord will not withhold its consent to Tenant's assignment of this Lease in connection with the sale of all or substantially all of the assets or equity of Tenant, provided (i) Tenant is not then in uncured default under this Lease, (ii) the assignee's creditworthiness is equal to or greater than Tenant's, and (iii) this Lease is guaranteed by a guarantor or guarantors that collectively have equal or greater creditworthiness to that of Robert Thibodeau, and in that case Hero Properties, LLC and Robert Thibodeau will be released from any further obligations under this Lease and the related guaranty, in each case upon the effective date of the assignment.

14. **Signs.** Tenant may, at its cost, install up to a 2' x 12' sign on the building roofline façade directly above its front exterior entrance, as well as its storefront windows including related to retail sales of hemp cannabidiol "CBD" oil. Tenant will ensure any signage is in compliance with local ordinances and permitted by the town of Gray. Tenant may not erect any signs without first obtaining Landlord's written consent, consent not to be unreasonably withheld, conditioned or delayed.

15. **Alterations and Improvements.** Tenant will not make any interior or exterior improvements, modifications or alterations to the Premises without the prior written approval of the Landlord except interior decor of non-permanent nature. Tenant acknowledges that it has inspected the Premises prior to the execution of this Lease. Tenant shall not allow or permit mechanic's lien or material men's lien to be placed against the Premises. Tenant agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic's or material men's or other lien against the Premises and/or the Landlord's interest therein, which lien or liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished to or for the Tenant in, upon or about the Premises. Tenant shall a) procure all necessary permits before making such alterations or improvements, b) promptly pay the entire cost thereof so that the Premises may be free of liens for labor or materials, and c) hold harmless and indemnify Landlord from any and all injury, loss, claims, or damage to any person or property arising out of the making of such alterations. Notwithstanding anything contained in this lease to the contrary, alterations, improvements, and modifications made to the Premises which are not removable as trade

fixtures, as same are referred to in paragraph 16 below, shall become part of the realty and belong to the Landlord and may not be removed.

16. **Trade Fixtures.** All furniture, trade fixtures and equipment installed by and at the expense of Tenant shall remain the property of Tenant and Tenant may remove the same or any part thereof at any time or times during the term thereof, or any extensions thereof. In the event of removal, Tenant shall repair any damage occasioned to the Premises.
17. **Repairs and Maintenance.** Tenant shall repair, renovate and maintain at its expense the Premises including interior non-structural portions thereof and plate glass in as good order, repair and condition as same are in at the commencement date of term or may be put in thereafter, reasonable wear and tear excepted, and yield and deliver up peaceably to Landlord the Premises in such good order, repair and condition. Tenant shall provide cleaning and janitorial services, replacement of light bulbs and light ballasts to the Premises at its own cost. Landlord will be responsible for structural portions (IE: roof, septic, electrical).
18. **Indemnity - Security.** Tenant agrees to indemnify and hold harmless the Landlord from and against all claims and demands of whatever nature arising from or caused by any act, omission or negligence of Tenant or of Tenant's contracts, licensees, invitees, guests, agents, servants or employees. This indemnity and hold harmless provision shall include indemnity against all costs, attorney's fees, expense and liabilities incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof. The Tenant agrees to use and occupy the Premises at its own risk and that Landlord shall have no responsibility for any loss of or damage to fixtures or other personal property of the Tenant.
19. **Access.** Landlord shall have access to the Premises during reasonable hours for the purpose of ensuring compliance with this Lease, of showing the same to prospective purchasers, mortgagees or tenants, provided such access does not unnecessarily interfere with the use of the Premises by the Tenant. Except in Emergency situations Landlord shall attempt to give Tenant twenty-four (24) hours notice in advance of inspection.
20. **Requirements of Law.** Tenant shall comply with all laws, orders, ordinances and regulations of Federal, State, County and Municipal authorities and with any direction of any public officer or officials pursuant to law, which shall impose any duty, obligations or limitation upon Tenant with respect to the Premises or the use thereof. Tenant shall, at its

own cost, obtain and maintain all permits and licenses, which are necessary for the operation of the business conducted in the Premises.

21. **Insurance Subordination.** Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in Maine, the Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, the one carrying such insurance and suffering said loss, releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subordination against the other on account thereof. In the event that extra premium is payable by either Landlord or Tenant as the result of this provision, then each party shall reimburse the other for the amount of such additional premium. If, at the written request of one party this release and non-subordination provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this section shall be deemed to modify or otherwise affect, but nothing contained in this section shall be deemed to modify or otherwise affect a release elsewhere herein contained of either party from liability.

22. **Fire Damage.** If the Premises or the building in which the Premises are located during the term of this lease be so destroyed or damaged by fire or other unavoidable casualty as to render the Premises or any portions thereof unfit for occupancy, then the rent herein before reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained shall be suspended or abated until the Premises shall have been rebuilt and put in the same or similar condition by the Landlord as said Premises were originally delivered to the Tenant by the Landlord, provided that Landlord need not expend more money than it receives from the insurance carrier to restore the Premises. If a.) the Premises are substantially damaged and Landlord elects not to repair, or if b.) Landlord fails to repair within ninety (90) days, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord.

23. **Condemnation.** If any portion of the Premises shall be condemned for any public use by any legally constituted authority, then in such event as to said portion of the Premises, this Lease shall terminate from the time when possession is taken of such public authority and the rents herein reserved from said portion of the Premises shall be abated as of the date of the surrender of possession is taken by such public authority. Landlord reserves to himself, and Tenant assigns to Landlord, all its rights to damages and awards accruing on account of any taking by eminent domain or by reason of any act of any public authority for which damages or awards are payable. Tenant agrees to execute such instruments of assignment as

may be reasonable required by Landlord in any petition for the recovery of such damages or awards, if requested by Landlord and to turn over to Landlord any that may be recovered in any such proceeding. It is agreed, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages or awards payable for goodwill, losses of business, Tenant's interest in this Lease, trade fixtures or leasehold improvements installed by Tenant, at its own cost and expense, and any damages for moving expenses awarded separately to Tenant.

24. **Default and Landlord's Remedies.** It is covenanted and agreed that if the Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in the Lease on its part to be performed or observed, or if the estate hereby created shall be taken on execution or by other process of law, or if the Tenant shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of the Tenant for the benefit creditors or if a receiver, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction or a petition shall be filed for the reorganization of Tenant under any provisions of the bankruptcy code now or hereafter enacted and such proceeding is not dismissed within sixty (60) days after it is begun, or if the Tenant shall file a petition for such reorganization or for arrangement under any provisions of the Bankruptcy Code now or hereafter enacted and propose therein a plan to settle, satisfy or extend the time for the payment of debts, then in any of the said cases, Landlord lawfully may immediately, or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of his former estate and expel the Tenant and those claiming through or under it and remove their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenant and upon entry, as aforesaid this Lease shall terminate and the Tenant covenants and agrees, notwithstanding any entry or reentry by the Landlord, whether by summary proceedings, termination or otherwise to pay and be liable for on the days originally fixed herein for the payment thereof amounts equal to the several installments of rent and other charges reserved under the terms of this Lease and due as if this Lease had not been terminated or if the Landlord had not been entered or reentered as aforesaid and whether the Premises be relet or remain vacant in whole or in part of or for a period less than the remainder of their term, or for the whole thereof, but in the event the Premises be relet by the Landlord, the Tenant shall be entitled to a credit in the net amount of rent received by the Landlord in reletting after deduction of all reasonable expenses incurred in reletting the Premises (including, without limitation, brokerage fees and the like), and in collecting the rent in connection therewith. In the event of Tenant's default, Landlord shall use reasonable efforts to relet the Premises with a view towards mitigating

Tenant's damages. Notwithstanding the foregoing, Tenant shall have ten (10) days to cure any monetary default after receiving written notice thereof from Landlord; Tenant shall have thirty (30) days to cure all other defaults after receiving written notice from Landlord.

25. **Subordination.** This Lease is and shall be subordinate to the lien of any mortgage or mortgages, which are now or may hereafter be placed on the premises of which the Premises are a part. Tenant will, if requested by the holder of any such mortgage, agree in substance that if the mortgagee or any person claiming under the mortgagee (including a purchaser at foreclosure sale, his successors and assigns) shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgage or person and his successors and assigns as Tenant's Landlord under the terms of this Lease. Tenant agrees to execute, acknowledge and deliver any instruments necessary or desirable to give effect to such subordination, provided such instruments require recognition of Tenant's leasehold interest.
26. **Waiver.** Failure of Landlord to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of his rights hereunder. No waiver by Landlord expressed or implied, of any breach of any provision of this Lease shall be deemed a waiver of such provision or a subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of said action on any one occasion or a consent to or approval of any other action on any occasion. Any and all rights and remedies which Landlord may have under this Lease or by operation of law, either at law or in equity, upon any breach shall be distinct, cumulative and shall not be deemed inconsistent with each other; and none of them, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.
27. **Quiet Enjoyment.** So long as Tenant pays the rent and performs the covenants required of it hereunder, Tenant may peacefully hold and enjoy the Premises during the term or any renewal term without any interference, hindrance or disturbance by Landlord or any person claiming by through or under Landlord.
28. **General.** This Lease shall inure to and be binding upon the respective successors, heirs, executors, administrators and assigns of the Landlord and Tenant. This Lease is made in and shall be governed by and construed in accordance with the laws of the State of Maine. The captions and headings contained in this Lease are for convenience only and shall not be taken into account in construing the meaning of this Lease or any part thereof. As to the obligations of each party hereunder to perform its undertakings, promises, covenants and obligations hereunder, time is of the essence. If any terms or provision of this Lease or the

application thereof to any person or circumstances are held invalid or unenforceable, the terms other than those held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Tenant agrees not to record the within Lease, but each party hereto agrees on request of the other, to execute a short form Lease in recordable satisfactory to Landlord's attorney. Tenant agrees to pay on demand Landlord's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of Tenant under this Lease or incurring any default by Tenant under this Lease.

29. **Notices.** Whenever by the terms of this Lease, notice shall or may be given either to the Landlord or to the Tenant, such notice shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid to Landlord's and Tenant's addresses as set forth in the first paragraph of this Lease. Said notices shall be deemed to have been given when mailed.
30. **Late Fee.** All rent payments received after the 6th of each month will be subject to a 5% late fee of the total rent.

IN WITNESS WHEREOF, Landlord and Tenant have caused this lease to be executed under seal the day and year first above written.

SIGNED, SEALED AND DELIVERED This day of Oct 28, 2021.

LANDLORD:

Witness


Printed Name:

Its: _____

TENANT: Hero Properties, LLC



Witness

 Member
Printed Name: Robert S. Thebelem

Its: Member

application thereof to any person or circumstances are held invalid or unenforceable, the terms other than those held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Tenant agrees not to record the within Lease, but each party hereto agrees on request of the other, to execute a short form Lease in recordable satisfactory to Landlord's attorney. Tenant agrees to pay on demand Landlord's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of Tenant under this Lease or incurring any default by Tenant under this Lease.

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IN WITNESS WHEREOF, Landlord and Tenant have caused this lease to be executed under seal the day and year first above written.

SIGNED, SEALED AND DELIVERED This day of Oct 28th 2021

[Redacted Signature]

Witness

[Handwritten Signature]

LANDLORD: [Redacted]

Printed Name: Daniel P. [Redacted]

Its: President

TENANT: Hero Properties, LLC

[Redacted] Member

Printed Name: Robert S. Thibodeau

Its: Member

Witness

GUARANTY


For value received, and in consideration for, and as an inducement to Landlord to enter into the foregoing lease with Hero Properties LLC ("Tenant"), Robert Thibodeau ("Guarantor") does hereby unconditionally guaranty to Landlord the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by Tenant. Subject to Section 13 of the Lease, the validity of this guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected, or impaired by reason of the granting by Landlord of any indulgences to Tenant. This guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the Lease, whether or not Guarantor shall have received any notice of or consented to such renewal, modification or extension. The liability of Guarantor under this guaranty shall be primary, and in any right of action which shall accrue to Landlord under the lease, Landlord may proceed against Guarantor and Tenant, jointly and severally, and may proceed against Guarantor without having commenced any action against or having obtained any judgment against Tenant. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of Landlord and shall be binding upon the successors and assigns of Guarantor.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty this day of Oct 28th 2021

GUARANTOR

Robert Thibodeau

Legal name of Guarantor


Signature

Gray
Name: EAC, LLC

Valuation Report

08/08/2022

Page 1

Account: 4443 Card: 1 of 1

Map/Lot: 043-404-171-003
Location: 21 PORTLAND RD

Neighborhood 42 Portland Rd Comm

Sale Data

Zoning/Use Village Center
Topography TopographyTopography
Utilities
Street Street Surface
GIS Map 43
Field Review 1
Reference 1
Reference 2 U04-17A-003-000
Tran/Land/Bldg 7 3 15
REVIEW C Bulding Permit 0
Exemption(s) Land Schedule 28

Sale Date 01/19/2011
Sale Price 0
Sale Type Buildings Only
Financing Conventional
Verified Public Record
Validity Arms Length Sale

Outbuildings/ Additions/ Improvements

| Description | Year | Units | Grade | RCN | Cond | Percent Good | | | Value Rcnld |
|--------------------------|------|-------|-------|---------|------|--------------|------|------|----------------|
| | | | | | | Phv | Func | Econ | |
| STORE MASONRY | 1970 | 9952 | C 100 | 716.640 | Ava. | 65% | 70% | 100% | 326.071 |
| Open Frame Porch | 1970 | 1484 | C 100 | 26.802 | Ava. | 72% | 70% | 100% | 13.508 |
| Outbuilding Total | | | | | | | | | 339,579 |

Acpt Land

0

Accepted Bldg

339,600

Total

339,600