



TOWN OF GRAY
STAFF REVIEW COMMITTEE
AGENDA • JUNE 9, 2022

**Staff Review
Committee**

Henry Pennell Municipal Complex
24 Main Street, Gray

6:00 PM

I.. MEETING COMMENCES

II.. NEW BUSINESS

A.. Gray Yarmouth Solar LLC

Review a condition of approval for the site plan of Gray Yarmouth Road Solar LLC, regarding transfer of the ownership and operation of the commercial solar energy system on a portion of a 102-acre parcel located at the end of Hillcrest Drive, at Map 36, Lot 33-01-00, in the Rural Residential Agricultural zoning district. This site plan was approved by the Gray Planning Board in October 2021 and the change of ownership is subject to SRC review.

B.. Touch of an Angel Tattoo & Piercing

Review application from Victoria Cabral to create a two-chair tattoo/piercing shop at 19 Main Street, Map 35, Lot 402-055-000, in the Village Center Proper zoning district. This proposal is subject to conditional use and minor site plan amendment review.

III.. 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.*



PLANNING BOARD STAFF REVIEW COMMITTEE APPLICATION TOWN OF GRAY MAINE

PROPERTY TO BE DEVELOPED

Property Location/Address		Property Map/Lot	_____ - _____ - _____
Zoning District		Lot Acreage	
Owner Name		Tax Sheet	
Owner Address		Owner Phone	

APPLICANT

Name (IF different than owner)		Contact Phone Number	
Mailing Address		Alternate Phone Number	
Mailing City/State/Zip		Fax Number	
Email Address			

AGENT/CONSULTANT

Name		Contact Phone Number	
Mailing Address		Alternate Phone Number	
Mailing City/State/Zip		Fax Number	
Email Address			

PROJECT

The undersigned requests that the Town of Gray Planning Board consider the following application for:

Subdivision

- Sketch Plan Review
- Preliminary Plan Review (Major)
- Final Plan Review (Major)
- Minor

Site Plan Review

- Pre-Application Conference
- Minor
- Major

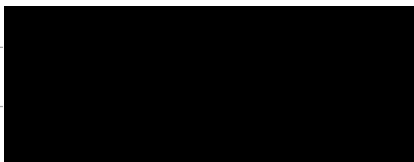
Shoreland Zoning Permit

Other (specify)

- Conditional Use
- Amendment
- Extension
- Workshop
- Contract Zone Request

Project Description / Comments:

Applicant Signature



Date 5/18/2022



May 18, 2022

VIA EMAIL (kmuszynski@graymaine.org)

Town of Gray
Henry Pennell Municipal Complex
24 Main Street
Gray, Maine 04039
Attn: Kristen Muszynski, Town Planner

Re: Request for consent to the change in ownership of the 4.999 MW Gray Yarmouth Road Solar Project (the “Project”) at 51 Yarmouth Road

Members of the Gray Staff Review Committee:

Dynamic Energy Solutions, LLC (“Dynamic Energy”) is in the process of closing the sale of Gray Yarmouth Road Solar LLC (the “Project Company”) to GSRP Development Company IX LLC (the “Buyer”), which is a Goldman Sachs Renewable Power company. The Buyer is anticipated to own the Project during the construction and long-term operation phases. Dynamic Energy is seeking consent from the Town of Gray Staff Review Committee to the impending change of ownership of the Project Company, pursuant to Chapter 402.8.10 of the Zoning Ordinance and item 8 of the list of conditions in the Town’s Notice of Decision dated September 30, 2021. Dynamic Energy would appreciate the Staff Review Committee’s prompt review of this request at the next available juncture, and is available for further comment, as necessary.

Sincerely,



Ben Gregory
Project Development Manager



Town of Gray

24 Main Street
Gray, Maine 04039
www.graymaine.org

First Settled
1738

September 29, 2021

TO: John Motta
Gray Yarmouth Road Solar LLC
1550 Liberty Ridge Drive, Suite 310
Wayne, PA 19087
<mailto:jmotta@dynamicenergy.com>

CC: Haley Ward attn: Chip Haskell
One Merchants Plaza, Suite 701
Bangor, ME 04401
chaskell@haleyward.com

Scott Dvorak, Town of Gray CEO
sdvorak@graymaine.org

George Froehlich, Town of Gray CEO
gfroehlich@graymaine.org

FROM: Kristen Muszynski, Town Planner
Community Development Department

RE: Commercial Solar Energy Project
Subject parcel located at the end of Hillcrest Drive near 51 Yarmouth Road
Gray, ME 04039

REVIEW: Conditional Use, Site Plan Approval
Zoning: Rural Residential & Agricultural
Solar Energy Overlay District
Tax Map/Lot: 36, 33-1

Findings:

1. The application is subject to standards established in the following sections of the Town's Zoning Ordinance (Chapter 402): 402.8.10 (Commercial Solar Energy Systems Overlay District), 402.9.3 (Conditional Use), and 402.10 (Site Plan Review).
2. The applicant and parties involved with construction of the facility must adhere to Maine Erosion and Sediment control Best Management Practices (BMP's) as published by the Maine Department of Environmental Protection as established in Section 402.6.10.

3. The Planning Board granted two waivers (Groundwater Impact Analysis & Traffic Study) at the 9-9-21 Meeting held on 9-20-21.
4. The Planning Board granted a conditional waiver for a planting plan provided that a surety is established for this purpose, should it be deemed necessary, in accordance with a condition of approval.
5. The Planning Board determined that the application meets the Conditional Use criteria at the 9-9-21 Meeting held on 9-20-21.

Actions:

At the September 9, 2021 Planning Board meeting, held on September 20, 2021 at 7:00 PM, the Board voted 4-0 to take the following actions:

Approve the application submitted by Gray Yarmouth Road Solar LLC for a 4.99 mega-watt Commercial Solar Energy System on a portion of a 102-acre parcel located at the end of Hillcrest Drive on Tax Map 36, lot 33-1 subject to the following conditions:

1. This conditional approval is dependent upon and limited to the application and supporting materials submitted by the applicant.
2. Knox lock meeting Gray Department of Public Safety (GDPS) specifications for all gates.
3. The double-wide gate at the terminus of the access road shall either not have a center post or be able to be removed without any tools or special knowledge.
4. The applicant shall submit necessary plans, documentation and information to address the comments from the Town's consulting engineer per their comments in the memo for the 9-9-21 PB meeting.
5. The applicant is responsible for any outstanding PB fees.
6. On-site energy storage is specifically prohibited in accordance with Section 402.8.10.G.15.
7. The maximum size of any individual solar panel is 30 sq. ft. in accordance with standards established in Chapter 402 including 402.8.10.E.1.
8. The applicant is reminded that Section 402.8.10.G.14 requires that any change of ownership or operator requires approval by the Staff Review Committee.
9. The applicant and any party part of the construction shall keep the following parties apprised of the intended schedule with ample advance notice for the requisite party:
 - A. The Town's Code Enforcement Officer

B. The Town's consulting engineer

C. An appropriate party representing the Hillcrest Drive Road Association.

10. The Gray Code Enforcement Officer (CEO), with input from the Town's consulting engineer, shall have the authority to require a pre-construction meeting the commencement of construction prior to issuing a Building Permit for the facility.

11. In accordance with standards established in Section 402.8.10.I (Visual Impact), the applicant shall post a surety in an amount established in condition of approval #12 below for the purposes of planting evergreen trees to provide a year-round screen to residential properties if necessary. The first November 1st after the facility is fully completed and operational, the Town Planner shall send a USPS letter to all directly abutting property owners to the parcel with the facility asking for input regarding if the screening is accurate. If there are one or more objections, the Town Planner and CEO shall visit the facility and determine if additional screening is warranted. If additional screening is deemed necessary, the applicant has the option of installing additional evergreen trees, per a plan approved by the CEO, or the escrow shall be used for the screening. Any tree planting shall be completed the following spring. Any appeals of such determinations shall be made to the Gray Planning Board.

12. Prior to Issuing a Building Permit:

A. The applicant shall submit the following to the Gray CEO:

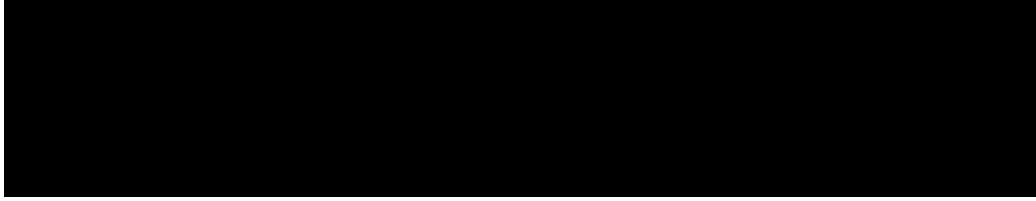
- i. Full copy of the Electrical permit obtained from the State of Maine
- ii. Full copy of the final operations and maintenance plan
- iii. Construction plan and timeline per 402.8.10.B.6
- iv. Full copy of any non-municipal required permits including any permits necessary from the Maine Department of Environmental Protection.

B. The applicant shall be responsible for duly establishing all the following sureties at the applicant's expense:

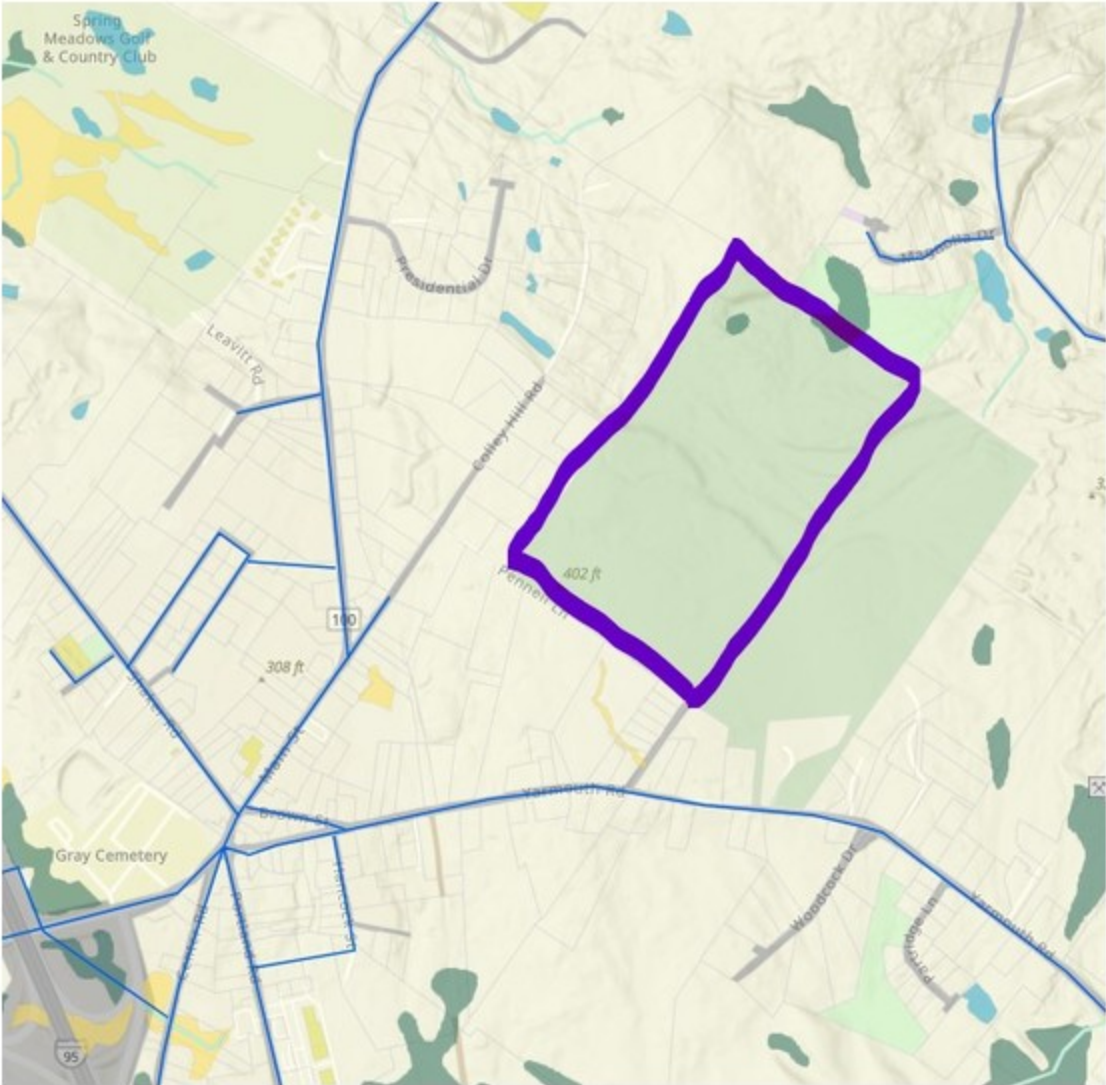
- i. Erosion and Sedimentation escrow (not a bond) in an amount reviewed and approved by the Town's consulting engineer
- ii. Inspection escrow (not a bond) in an amount reviewed approved by the Town's consulting engineer.
- iii. A decommissioning surety in accordance with standards established in Section 402.8.10.J in a form deemed acceptable by the Town's Finance Director in an amount reviewed and approved by the Gray CEO with input from the Town's consulting engineer.

- iv. A buffering/screening escrow (not a bond) for \$10,000 to be used for purposes set forth in Condition of approval #11 above.

Thank you for choosing to locate your business in Gray.



Kristen Muszynski
Town Planner
kmuszynski@graymaine.org



12. **Emergency Services-** The owner or operator of a solar energy system shall provide a copy of the project summary, electrical schematic, and Site Plan to the Fire Chief. Upon request, the owner or operator shall cooperate with the Fire Department in developing an emergency response plan. All means of shutting down the system shall be clearly marked on the plan. The owner or operator shall identify a responsible person to the Code Enforcement Officer and the Fire Chief for public inquiries throughout the life of the installation and shall promptly notify the Town when such contact information changes.
13. **Installation Conditions -** The owner or operator of a solar energy system shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, vegetation control, and the integrity of security measures including Knox box and keys. Site access shall be maintained to a level acceptable to the Fire Chief. The owner or operator shall be responsible for the cost of maintaining any private access road or driveway to the site and to the system.
14. **Performance Guarantee –** The solar energy system Site Plan applicant shall demonstrate compliance with the performance guarantee requirements of 402.8.10 and 402.10.17.
15. In the event of a change of ownership and/or operator of the Commercial Solar Energy System, the new owner/operator is required to obtain approval of the Staff Review Committee or appropriate entity before commencing operations to ensure they are apprised of the applicable standards under which the use is permitted.

G. Removal of Medium and Large-Scale Solar Energy Systems.

1. Any medium or large-scale solar energy system that has reached the end of its useful life or has been abandoned shall be removed. The owner or operator shall physically remove the installation no more than one hundred and eighty (180) days after the date of the discontinued operations. The owner or operator shall notify the Code Enforcement Officer by certified mail, return receipt requested, of the proposed date of the discontinued operations and plans for removal.
2. Decommissioning shall consist of:
 - a. Physical removal of all solar energy systems, structures, equipment, security barriers and transmission lines from the site.
 - b. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations; and
 - c. Stabilization or re-vegetation of the site as necessary to minimize erosion. The Code Enforcement Officer shall have the authority to allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation provided compliance to all applicable codes and ordinances.

2. No outdoor storage of any type is permitted within any minimum zoning setback applicable for structures.
3. All outdoor storage areas shall be adequately fenced or screened as determined by the reviewing authority. The reviewing authority shall have the ability to require sufficient landscaping in addition to fencing when the storage area is located in a location that is visually prominent from a publicly maintained road or an adjacent property.

402.8.10 Commercial Solar Energy Systems Overlay District

A. Applicability

1. Notwithstanding the provisions of 1 M.R.S. § 302 or any other law to the contrary, the requirements of this Article shall apply to all solar energy systems modified or installed after February 21, 2020.
2. Medium & large-scale ground-mounted solar energy systems are permitted in the Commercial Solar Energy Systems Overlay District per Article 4-Zoning Districts, Article 5-Zoning District Regulations and Article 8-Standards Only Applicable in Specific Districts. Such solar energy systems shall obtain a building permit through the Code Enforcement Department following Planning Board site plan approval.
3. All solar energy systems shall be designed, erected, and installed in accordance with all applicable federal, state and local codes, regulations and standards.
4. Any modification, upgrade, or structural change that materially alters the size placement or output of an existing solar energy system shall comply with this section and 402.10.17.F

B. Dimensional Requirements

1. Height

All components of ground-mounted solar energy system installations shall not exceed fifteen (15) feet in height when oriented at maximum tilt.

C. Setback for Ground- Mounted Solar Energy Systems

1. Notwithstanding any contrary provisions of Table 402.5.4.B, setbacks for ground- mounted solar panels and arrays less than 15 feet in height shall be: twenty-five (25) feet from any lot line. Setbacks for all other structures associated with the use shall be those established by Table 402.5.4.B for the underlying zoning district.

D. Lot Coverage-Calculating Medium or Large-Scale Solar Energy System Installation Surface Area and Maximum Disturbed Area

1. Lot coverage and surface area square footage for medium or large-scale ground-mounted solar energy systems shall be calculated by measuring the total area of the solar array/collector at maximum tilt to the vertical that occupies a given space or mounting surface as depicted in Figure 402.8.10.D.1 below:

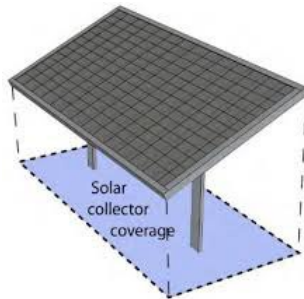


Figure 402.8.10.D.1

2. The developed area for medium and large-scale ground-mounted solar energy system installations shall be at least ten (10) acres and shall not exceed twenty (20) acres.

E. Impervious Surface – Calculating Impervious Surfaces for Medium or Large-Scale Solar Energy System Installations.

1. Calculations relating to the impervious surface shall include only the foundation or base supporting the solar panel arrays of the solar energy installation as established in footnote D in Table 402.5.4.A in this ordinance.

F. Standards for Medium and Large-Scale Ground-Mounted Solar Energy Systems.

1. All solar energy system installations shall be installed in compliance with the photovoltaic standards of the latest edition of the National Fire Protection Association Fire Prevention Code (NFPA) and National Electric Code (NEC), and International Building Code (IBC).
2. Prior to operation, electrical connections must be inspected and approved by the Code Enforcement Officer or his/her designee, or the State electrical inspector as applicable. The applicant shall be responsible for Town-incurred costs to hire qualified professionals for a third-party inspection for any and all components deemed necessary by the Town CEO.
3. Any connection to the public utility grid must be inspected and approved by the appropriate public utility unless waived by the public utility.
4. A solar energy system shall be maintained as necessary to ensure that it is operating safely and as designed and approved until decommissioned.
5. Utility Connections - Reasonable efforts, as determined by the Planning Board with input from qualified professionals at the applicant's expense, shall be made to place all utility lines from the solar energy system underground. Electrical transformers for utility interconnections may be above ground if required by the utility provider.

6. Safety -The applicant for Site Plan Review of the solar energy system shall provide a copy of the site plan review application to the Fire Chief or his/her designee, and the Fire Chief shall provide written comment on the fire safety of the proposed system to the Planning Board.
7. Visual Impact - Reasonable efforts, as determined by the Planning Board, shall be made to minimize visual impacts by preserving natural vegetation, screening of abutting properties, and protecting scenic resources.
8. Glare - Solar panel placement shall be prioritized to minimize or negate any solar glare onto nearby properties, public gathering places or roadways, without unduly impacting the functionality or efficiency of the solar energy system.
9. Natural Resources – Reasonable efforts, as determined by the Planning Board, shall be made to protect wetlands, watersheds, working agricultural lands, surface waters, slopes greater than twenty percent (20%) as well as High Value Undeveloped Habitat Blocks, High Value Plant and Animal Habitats and Focus Areas of Ecological Significance as mapped by the Maine Department of Inland Fisheries and Wildlife’s Beginning with Habitat Program.
10. Operations and Maintenance Plan - The Site Plan applicant shall provide (and maintain upon Site Plan approval) an operations and maintenance plan, which shall include measures for maintaining safe access to the installation as well as other general procedures for operational maintenance of the installation.
11. Signage- Signs in the Commercial Solar Energy Systems Overlay District shall comply with all applicable standards in this section and Chapter 406 Sign Ordinance except that the Planning Board shall have the authority to allow one freestanding sign per frontage up to 60 square feet per sign identifying the nature of the project. A minimum of one sign shall be required to identify the owner and provide a 24-hour emergency contact phone number in a location approved by the Planning Board with input from Public Safety.

12. Emergency Services- The owner or operator of a solar energy system shall provide a copy of the project summary, electrical schematic, and Site Plan to the Fire Chief. Upon request, the owner or operator shall cooperate with the Fire Department in developing an emergency response plan. All means of shutting down the system shall be clearly marked on the plan. The owner or operator shall identify a responsible person to the Code Enforcement Officer and the Fire Chief for public inquiries throughout the life of the installation and shall promptly notify the Town when such contact information changes.
13. Installation Conditions - The owner or operator of a solar energy system shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, vegetation control, and the integrity of security measures including Knox box and keys. Site access shall be maintained to a level acceptable to the Fire Chief. The owner or operator shall be responsible for the cost of maintaining any private access road or driveway to the site and to the system.
14. Performance Guarantee – The solar energy system Site Plan applicant shall demonstrate compliance with the performance guarantee requirements of 402.8.10 and 402.10.17.
15. In the event of a change of ownership and/or operator of the Commercial Solar Energy System, the new owner/operator is required to obtain approval of the Staff Review Committee or appropriate entity before commencing operations to ensure they are apprised of the applicable standards under which the use is permitted.

G. Removal of Medium and Large-Scale Solar Energy Systems.

1. Any medium or large-scale solar energy system that has reached the end of its useful life or has been abandoned shall be removed. The owner or operator shall physically remove the installation no more than one hundred and eighty (180) days after the date of the discontinued operations. The owner or operator shall notify the Code Enforcement Officer by certified mail, return receipt requested, of the proposed date of the discontinued operations and plans for removal.
2. Decommissioning shall consist of:
 - a. Physical removal of all solar energy systems, structures, equipment, security barriers and transmission lines from the site.
 - b. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations; and
 - c. Stabilization or re-vegetation of the site as necessary to minimize erosion. The Code Enforcement Officer shall have the authority to allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation provided compliance to all applicable codes and ordinances.

F. Abandonment Guarantee of Medium and Large-Scale Solar Energy Systems.

1. Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, a medium or large-scale solar energy system shall be considered abandoned if it fails to generate electricity for more than one (1) year without first obtaining the written consent of the Code Enforcement Officer. Determination of abandonment shall be made by the Code Enforcement Officer.
2. At the time of approval, the applicant for a medium or large-scale ground-mounted solar energy system shall submit to the Town a performance guarantee to be approved by the Town, in the amount of 150% of the estimated demolition cost of the system, such cost to be determined by the Town Planner or duly designated person with input as needed from the Town Engineer, at the applicant's expense. The performance guarantee must be kept in effect throughout the lifetime of the system; any proposed replacements must be reviewed and approved by the Town. The owner may apply to the Town Planner for the release of the guarantee at such time that it or its assigns remove the system and associated abandoned structures, and such completed removal is found to be satisfactory by the Code Enforcement Officer, in consultation with the Town Planner.
3. If the owner or operator of the medium or large-scale solar energy system fails to remove the installation in accordance with the requirements of this section within one hundred and eighty (180) days of the abandonment of the proposed date of decommissioning, the Town shall use reasonable effort to notify the party that the Town intends to use the performance guarantee and any and all legal or available means necessary to cause an abandoned, hazardous, or decommissioned solar energy system to be removed.

G. Site Plan Review Authority

1. Any application to install a medium or large-scale ground-mounted solar energy systems shall be subject to review by the Planning Board under the Conditional Use, Site Plan, and Subdivision regulations as applicable.

ARTICLE 9 - ADMINISTRATION AND ENFORCEMENT

402.9.1 Duties and Authority of the Code Enforcement Officer

- A. Code Enforcement Officer: It shall be the duty of the Code Enforcement Officer of the Town of Gray to enforce the provision of this Ordinance. If the code Enforcement Officer shall find that any of the provisions of this Ordinance are being violated, he/she shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. He/she shall order discontinuance of illegal use of land, building, or structures, removal of illegal building or structures or of additions, alternations, or structural changes thereto; discontinuance of any illegal work being done; or shall take any other action authorized by this Ordinance to insure compliance with or to prevent violation of its provisions. The Code Enforcement Officer may employ such independent, recognized consultant necessary, at the expense



PLANNING BOARD/STAFF REVIEW COMMITTEE APPLICATION TOWN OF GRAY MAINE

PROPERTY TO BE DEVELOPED

Property Location/Address		Property Map/Lot	_____ - _____ - _____
Zoning District		Lot Acreage	
Owner Name		Tax Sheet	
Owner Address		Owner Phone	

APPLICANT

Name (IF different than owner)		Contact Phone Number	
Mailing Address		Alternate Phone Number	
Mailing City/State/Zip		Fax Number	
Email Address			

AGENT/CONSULTANT

Name		Contact Phone Number	
Mailing Address		Alternate Phone Number	
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Email Address			

PROJECT

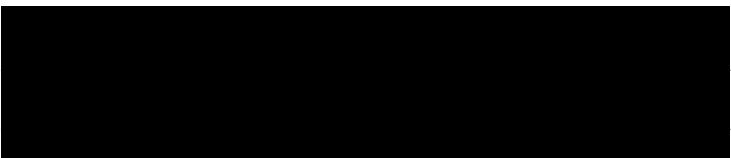
The undersigned requests that the Town of Gray Planning Board consider the following application for:

- | | |
|--|--|
| <input type="checkbox"/> Subdivision
<input type="checkbox"/> Sketch Plan Review
<input type="checkbox"/> Preliminary Plan Review (Major)
<input type="checkbox"/> Final Plan Review (Major)
<input type="checkbox"/> Minor

<input type="checkbox"/> Site Plan Review
<input type="checkbox"/> Pre-Application Conference
<input type="checkbox"/> Minor
<input type="checkbox"/> Major

<input type="checkbox"/> Shoreland Zoning Permit | <input type="checkbox"/> Other (specify)
<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Amendment
<input type="checkbox"/> Extension
<input type="checkbox"/> Workshop
<input type="checkbox"/> Contract Zone Request |
|--|--|

Project Description / Comments:

Applicant Signature 

Date 5-23-2022

Touch of an Angel Tattoo LLC EXPANSION Town of GRAY

Touch of an Angel Tattoo has been women owned and operated by Victoria Cabral for over 6 years. Touch of an Angel has just been approved for SINGLE USE 1 CHAIR TATTOO CHAIR, and has the opportunity to provide professional tattoos with a feminine touch to the town of Gray, increasing revenue for not only the company, but for the town of Gray as well. The proposed operations of this expansion would include adding another artist as an employee (independent contractor) under Touch of an Angel with the addition of a sink in the room to abide by state requirements for the tattoo licensing. So TOUCH OF AN ANGEL TATTOO CO, 2 ARTIST SHOP. The total square footage of 19 Main ST, UNIT 2 is 950 SQ FT. Number of customers daily will still be by appointment only, so 1 per artist at a time. Max amount of clientele daily would be 3 per artist, but still one at a time to be safe operating during Covid and the pandemic. So parking wise there would only be 2 spots taken in the lot at a time. The Extent of services would be tattoos and piercings, I would be piercing and tattooing as I have held a dual license for 3 years now. Hazardous materials are filed through CDC, Touch of an Angel is already registered for BIO- HAZARD waste and sharps registration. Water and sewage is town, so that goes in hand with the state requirements of tattoos. Touch of an Angel Tattoo co has been by appointment only since day 1 of operating, and providing custom tattoos with a womens touch since 2015. I am beyond excited to provide this service to the town of Gray.

From: [William Boyle](#)
To: [Kristen Muszynski](#)
Subject: Victoria - 19 Main St.
Date: Monday, May 23, 2022 4:36:06 PM

Hi Kristen,

Just letting you know that I am now aware that Victoria is making provisions for a possible 2nd artist at 19 Main St., Suite 2.

Thank you,

Will

This electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it, may be considered public records, and may therefore be subject to public record requests for review and copying under Maine's Right to Know Law (Title 1, 401-521 of the Maine Revised Statutes).

MAINE REAL ESTATE TAX-Paid

DLN: 1002240180362

WARRANTY DEED
Statutory Short Form

~~DLN~~ 6189097

KNOW ALL BY THESE PRESENTS, That I, Cathleen Manchester, whose mailing address is 289 Fickett Road, Pownal, Maine 04069, for consideration paid, grant to Kings Pines LLC, Maine Limited Liability Company with a mailing address of PO Box 235, Cumberland, ME 04021, with Warranty Covenants, the real property in the Town of Gray, County of Cumberland and State of Maine, more particularly described as follows:

A certain lot or parcel of land with the buildings thereon, situated on the Northwesterly side of the road leading from Gray Corner to Auburn, in the Town of Gray, County of Cumberland and State of Maine, and being more particularly bounded and described as follows:

BEGINNING at a stake at the most Southwesterly corner of land now or formerly of Douglass; thence in a Southwesterly direction along the Northwesterly line of said road Fifty-eight (58) feet to a stake; thence North 44° 7" West Two Hundred Eighteen (218) feet along the line of other land now or formerly of Charles F. Jones, et al., to a stake on land now or formerly of Douglass; thence Northeasterly along the line of said Douglass Eighty (80) feet to a stake; thence Southeasterly along the line of land of said Douglass Two Hundred Nineteen and Forty-five hundredths (219.45) feet to the POINT OF BEGINNING.

Also conveying all rights, easements, privileges and appurtenances belonging to the premises hereinabove described.

Meaning and intending to convey and conveying the real property described in a deed to Cathleen Manchester dated January 2, 2004 and recorded with the Cumberland County Registry of Deeds in Book 20734, Page 262.

Witness my hand and seal this 15 day of January, 2022.

Witness:

[Redacted signature]

[Redacted signature]

Jamie Lindsay

Cathleen Manchester

STATE/Commonwealth of Florida
COUNTY OF Marion, ss.

January 15th, 2022

Personally appeared on the above date, the above-named Cathleen Manchester and acknowledged the foregoing instrument to be her free act and deed.

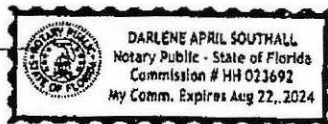
Before me

[Redacted signature]

Notary Public/Attorney at Law

Print name:

Exp:



WARRANTY DEED
Statutory Short Form

~~DLN:~~ 6189097

KNOW ALL BY THESE PRESENTS, That I, **Cathleen Manchester**, whose mailing address is **289 Fickett Road, Pownal, Maine 04069**, for consideration paid, grant to **Kings Pines LLC, Maine Limited Liability Company** with a mailing address of **PO Box 235, Cumberland, ME 04021**, with Warranty Covenants, the real property in the Town of **Gray**, County of **Cumberland** and State of **Maine**, more particularly described as follows:

A certain lot or parcel of land with the buildings thereon, situated on the Northwesterly side of the road leading from Gray Corner to Auburn, in the Town of Gray, County of Cumberland and State of Maine, and being more particularly bounded and described as follows:

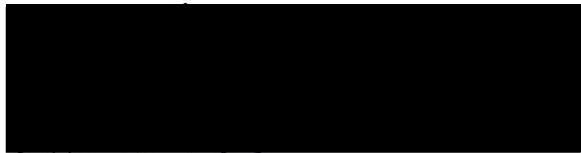
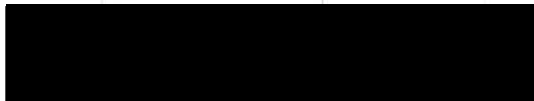
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Witness:



Jamie Lindsay

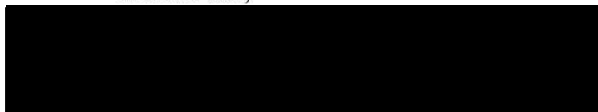
Cathleen Manchester

STATE/Commonwealth of Florida
COUNTY OF Marion, ss.

January 15th, 2022

Personally appeared on the above date, the above-named **Cathleen Manchester** and acknowledged the foregoing instrument to be her free act and deed.

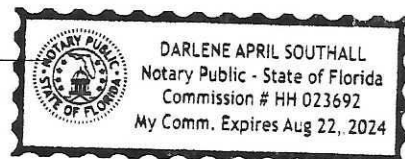
Before me,



Notary Public/Attorney at Law

Print name:

Exp:



Kings Pines, LLC

PO BOX 235 ♦ CUMBERLAND, MAINE 04021 ♦ United States
Phone 207-831-1030

LEASE

This Lease made and entered into as of the 16th day of April, 2022, by and between Kings Pines, LLC of Cumberland in the County of Cumberland and State of Maine, hereinafter referred to as Landlord, and Victoria Cabral, dba Touch of an Angel Tattoo Company, 243 Roosevelt Trail, Windham, Maine 04062 in the County of Cumberland and State of Maine, hereinafter referred to as Tenant;

WITNESSETH

ARTICLE I

PREMISES

A. In consideration of the rents and covenants herein contained to be paid, performed and observed by Tenant, Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, Suite 2, 19 Main St., Gray, Maine subject to the terms and conditions herein set forth, the premises defined in this lease.

B. The term "Shopping Center" wherever used herein shall mean the entire lands of Landlord as 13-19 Main St., Gray Maine, within which the demised premises are located as well as other lands, appurtenant thereto, now or hereafter owned or controlled by Landlord and making up the total complex of service and/or sales establishments. It is understood that any exhibit here-to shall not be construed as to bind Landlord to the exact location of the demised premises, parking areas, roads, or entrances or exits thereof if their location in fact shall not vary materially there from.

C. The demised premises are leased subject to existing encumbrances of record.

D. Landlord reserved the privileges of installing, maintaining, using, repairing and replacing all pipes, ducts, wires, meter, utility lines and other equipment which now or hereafter may be required to serve Landlord or any Tenant in the Shopping Center and which now or hereafter may, in the judgment of Landlord, need to be in or upon the demised premises, and Landlord further reserves the right of support on or against the exterior walls of the demised premises and/or the roof thereof.

ARTICLE II

COMMON AREAS

Landlord further grants and gives it's employees, customers, and suppliers the privileges during the term of this Lease, in common with Landlord, it's successors, assigns tenants and other, of using, for the purpose of ingress and egress and parking, the parking areas, service areas, and ways developed on and upon the premises of the said Shopping Center, provided however:

A. Said rights of ingress, egress and parking shall be subject to all easements, rights and other claims of record. The number of parking spaces will conform to Town of Gray standards and codes at all times.

B. Landlord may at any time temporarily close any common area to make repairs or changes and/or to do such other act in and to the common areas as in its judgment may be desirable to improve the convenience thereof, but shall use best effort to expedite such repairs or exchanges so as to minimize the time of closures. Any such closure will be reasonable in length so as not to materially affect Tenant's business.

C. Landlord, reserves for itself, its successors and assigns, the right to build additional buildings or improvements for other occupancy on or upon any part of all of the parking area therein before referred to or the land lying at the sides of the existing building or to the rear thereof. Landlord further reserves the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires, meters, utility lines, and other equipment which now or hereafter may be required to serve, Landlord or any other tenants in the Shopping Center and which may lead through the common areas, but same shall be suitably covered.

D. Said rights of ingress, egress and parking shall be subject to such reasonable rules and regulations as Landlord may from time to time impose, provided that such rules and regulations shall apply not only to Tenant but also to all other similarly situated tenants of Landlord located within the Shopping Center, Tenant agrees upon notice thereof to abide by such rules and regulations and to use its best efforts to cause its customers, business invitees, officers, employees and other to conform thereto; however, the foregoing shall be binding upon only to the extent that such rules and regulations shall not require the contribution of monies on the part of the Tenant without its consent.

ARTICLE III

Snow Removal

Tenant shall remove snow and ice from area consisting of 15 feet immediately from any walkway area in front and rear of the demised premises, as well as from any other entrance way to the demised premises, walkways or at the rear or sides of the demised premises. Tenants are responsible for any accidents which may occur from any negligence. Tenants agree to use ice melt which is safe for concrete, plants, carpets and driveways. Tenant may be assessed for snow removal in the same fraction as the number of square feet in the demised premises compares to the total share of footage of all the ground floor rentable building space in the Shopping Center to the commencement of the term hereof.

ARTICLE IV

Condition of Property

Tenant accepts the demised premises in their existing condition. No representation, statement, or warranty, expressed or implied, has been made by or on behalf of Landlord as to such condition.

Anything in this Lease to the contrary notwithstanding, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, Act of God or other case beyond the reasonable control of Landlord.

The costs for any improvements to make the demised premises suitable for tenant's needs shall be borne by tenant.

ARTICLE V

Term and Commencement Date

TO HAVE AND TO HOLD the demised premises for a term of two (2) year commencing on the Commencement Date of April 16th, 2022 and ending at twelve p.m. on April 30th, 2024. Lease will be automatically extended for three - two (2) year periods if neither tenant nor landlord gives notice to terminate within 60 days of end of first term or end of renewal term.

1. Tenant may, at its own risk, and provided that it shall have first notified Landlord in writing of its intention so to do, and thereafter received Landlord's written approval thereof which shall not be unreasonably withheld, enter upon the demised premises prior to the commencement date for the purpose of preparing said premises for occupancy, subject, however, to the following condi-

tions:

2. Such entry shall be permitted only if and to the extent that it does not, in the sole judgment of Landlord, interfere with the occupancy of or any work being done for the Landlord or others in the demised premises or elsewhere in the building in which the demised premises are located; and

3. Tenant shall otherwise be obligated to Landlord (without Landlord's obligation to Tenant) upon all of the other terms and conditions hereof, excepting only rental. Landlord shall not be liable for any loss of or damage to any fixtures or other property installed in the demised premises or any work performed therein by or for Tenant.

4. Execution of this Lease shall act to supersede and terminate any lease agreement between the parties for the demised premises in force at the commencement of rental term of this Lease; henceforth, there shall be no further obligations of Landlord to Tenant under any former lease. Tenant shall, however, continue to be liable under said former lease for all obligations due up through the date of commencement of the rental term hereunder, or for such pro-rata share for such obligations, if not yet due for the period preceding this Lease.

5. Before construction of any improvements by, for, or on behalf of Tenant in the demised premises, Tenant, at its own cost, shall procure all building and other Town and State required permits, and maintain insurance and in such reasonable amounts as requested by Landlord covering the risks and improvements during construction of improvements for the benefit of Landlord and Tenant.

ARTICLE VI

Hold Over

If Tenant fails to vacate the lease premises at the termination of this lease, then the terms of this lease shall be applicable during such holdover period, except for the base rent which shall be increased to two (2) times the then current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the Landlord for Tenant to holdover at the termination of this lease and terms of this holdover provision shall not preclude Landlord from recovering any damages which it incurs as a result of Tenants failure to vacate the leased premises at the termination of this lease. Nothing in the Article shall be construed to permit such holding over.

ARTICLE VII

Rent

The tenant shall pay to the Landlord the following base rent:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
2022/2023	\$11,400.00	\$950.00

payable in advance in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning of said term, all payments to be made to Landlord or to such agent and at such place as Landlord shall from time to time in writing designate, the following being now so designated PO Box 235, Cumberland, Maine 04021. If Tenant does not pay base rent supplemental and additional rents, or other fees and charges when due pursuant to the terms of this Lease, then Landlord, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that Tenant fails to pay amount after the due date. The due date for the rent payment under this agreement is the first day of every calendar month. The late date is four days later. In other words, Tenants may pay their rent on or before the due date, or they may pay it on any of the three days following the due date without being late. The very next day is the rent late date. This is the day when Landlord will consider the rent late. Landlord expect to have received the rent before this date. If Tenant's rent is due on the first, it must be paid on or before the fourth to be "on time". The late charge shall be \$10.00 (Ten) per day due to Landlord each month in addition to rent that is due, plus Landlord's cost of collection including all attorney's fees. **Annual rent adjustment each year, on the anniversary date of the Lease, shall be increased by three (3) percent of the base rent.**

Tenant agrees; that if for any reason, a check used by Tenant to pay Landlord is returned without having been paid, Tenant will pay a returned check charge of \$40.00 plus the amount of rent due and take whatever consequences there might be in making a late payment, which may include all cost associated with collection. After the second time that a check is returned, Tenant must thereafter secure a cashier's check or money order for payment of rent.

Tenant agrees to deposit with the Landlord the sum of \$950.00 payable upon signing of this lease and before they occupy the premises. Landlord may withhold deposit to pay the following defaults: 1) damages to the dwelling; 2) certain cleaning costs following tenants' departure; 3) unpaid rent and various other accrued and unpaid charges; and 4) any attorney or collection fees which Landlord may have received concerning tenants defaults. No part of these deposits may be applied to the last month rent. No interest will be paid on the deposit paid to Landlord.

ARTICLE VIII

Additional Rent and Late Fees

Assessments: Tenant shall pay as additional rent hereunder during each year of the term hereof, on or before the first day of one month prior to the due date of any such bill, Tenant shall pay any sewer, snowplowing, sidewalk, water or other assessment.

If this lease shall begin and/or terminate other than at the beginning or end of a property assessment period, then for that assessment period, Tenant shall pay to Landlord only such portion of said additional rent as shall be proportionate to the portion of such assessment period included in the Lease term or any renewal thereof.

A. Tenant shall pay all or any special assessment charged to the demised premises.

B. If any additional buildings or additions to existing buildings shall be made during the term hereof, tenant's pro rata share of any special assessment, shall be the same fraction as the number of square feet in the demised premises bears to the total square footage of all of the ground floor rentable building space in the shopping center after the completion and the leasing of said buildings or additions.

Common Areas: Tenant shall also pay as additional rent hereunder, its proportionate share of the reasonable annual (calendar year) cost to Landlord of maintenance and repairs made to the common areas (the parking areas, service areas and ways developed) hereinbefore described and including, but not by way of limitation, electrical services for lighting. Tenant's proportionate share shall be the same fraction of said annual cost as the number of square feet in the demised premises bears to the total square footage of all of the ground floor rentable building space in the shopping center at the beginning of each calendar year.

Landlord shall have the right to prepare, in accordance with regularly accepted accounting practices, a pro forma estimate or budget of all such costs for each calendar year (or portion thereof attributable to Tenant's first and last lease year) during the term of this Lease, and to submit the same to Tenant together with a statement, calling for Tenant's payment of its proportionate share of said costs of showing by said statement, on a monthly basis, payable on the rent day, together with base rent, with appropriate adjustments for the total of actual costs as a debit or credit reflected in the first monthly payment to be made during the next ensuing calendar year (except for the last year of the term hereof, if the lease shall end during a calendar year, other than the last day of the calendar year, in which event said adjustment shall be computed and become due or payable as a debit or credit not later than thirty (30) days after the end of said lease year).

ARTICLE IX

Taxes

A. Landlord shall cause to be paid all real estate taxes and assessments of every kind which may be levied against the demised premises and the land on which they are situated; provided, however, that if Landlord deems such assessments excessive, Landlord may defer payment thereof so long as the validity or amount thereof is contested by Landlord in good faith and Tenant's occupancy of the demised premises is not disturbed or threatened by reasons of such failure to pay. Tenant shall not be responsible for any interest, fees, penalties or other costs associated with Landlord's late payments.

B. Tenant agrees to pay all taxes which may be lawfully assessed on account of improvements made by tenants as well as on the personal property, whether fixtures, equipment's, or otherwise, in the demised premises during the term hereof or made in preparation for the inception of the lease term, and Tenant shall pay all license fees which may be lawfully imposed upon any business conducted in or from the demised premises.

ARTICLE X

Uses of Demised Premises

A. The demised premises shall be operated under the name of Touch of an Angel Tattoo Company and the tenant shall use the demised premises for conducting of tattooing and piercings and for no other purpose and under no other trade name without the express consent of Landlord in writing, which shall not be unreasonably withheld or delayed. Tenant shall operate one hundred percent (100%) of the demised premises for such business purpose during the entire term of this lease and during such time shall keep the demised premises open for business on all days during the customary business hours that studios are typically open for business; and shall conduct its business at all times in a manner conducive to a high reputation for the shopping center, and permit no use of the demised premises or common facilities which is improper or offensive.

B. Tenant shall:

1. not use sidewalks adjacent to the demised premises for business sales or display purposes or otherwise obstruct the same without written consent of Landlord;

2. Cause all freight, garbage and refuse to be delivered or removed only in the designated service areas, burn no trash on or near the demised premises and permit no offensive odors to be emitted from the demised premises. Keep interior and exterior of demised premises clean of all food odors, grease and anything to do with food preparations. The interior and exterior will meet or exceed all State, Local and anyone having jurisdiction codes by tenant. Tenant will be responsible for all of trash removal and any special trash removal associated with

tenant's business. Tenant will provide electricity, maintenance and maintain all exterior and interior lighting and signage.

3. Not allow any hazardous, toxic or special waste materials or substances including asbestos, PCBs, waste oil and petroleum products in or around the demised premises. Tenant also agrees not to allow any machinery which may cause gas fumes or toxic fumes in the demised premises. Tenant agrees that if there is a problem concerning hazardous waste or fumes they will pay all expenses to rectify the problem.

4. Not use in or about the demised premises advertising media that may be objectionable to Landlord or other tenants of the shopping center, such as loudspeakers, phonographs or radio broadcasts that may be heard outside of the demised premises;

5. Not perform any act or carry on any practice that may be a nuisance or detract from the attractiveness of the shopping center as a whole; and,

6. Not do or permit to exist (nor allow others to do or permit to exist) anything, or any state of condition, in, on or about the demised premises which would tend, in part or in whole, to violate or make void any policies of fire (or other casualty) or liability insurance covering the demised premises.

7. All employers, employees, vendors and any person associated with the business shall park in the rear of the buildings in areas designated by Landlord. Customers and/or members shall park in designated areas which may at some time or times be at the rear of the buildings, the Landlord will notify the tenant in writing each time. Tenant shall be responsible for notifying all effected that the vehicle will be towed at their expense without notice.

8. Tenant agrees to maintain the interior of the demised premises, which may include but not limited to, furnace, heat pump, lights, toilets, water heater, air conditioner, heat, sewerage and any other maintenance required in the demised premises.

9. Tenant agrees to pay all legal fees incurred by Landlord or Tenant if legal action is taken.

10. Tenant agrees to pay for any and all cost associated with sewage backup caused by Tenant.

11. Tenant agrees to install and maintain exhaust or ventilation system to remove all odors.

12. Tenant agrees to pay for any water used in the demised premises.

ARTICLE XI

Repairs and Maintenance

Landlord agrees to repair and maintain, at his expense, the exterior surfaces and structural portions of peripheral walls, sub-flooring and roof of the demised premises.

Tenant agrees to perform, at its expense, immediately, and by use of qualified labor and quality materials acceptable to the reasonable requirements of Landlord, all other repairs and maintenance which would include, but not limited to; plumbing, electrical, heating, air conditioning, ceilings and flooring to the demised premises and including exterior doors and windows.

ARTICLE XII

Alterations

Tenant shall not make any alterations or additions to the demised premises nor permit the making of any holes in the walls, partitions, ceiling or floors of the demised premises, nor permit the placing of any exterior aerials, antennae, flag poles or the like on or about the demised premises without the express consent of Landlord in writing, which consent shall not be unreasonably withheld or delayed. Further Tenant shall, upon request by Landlord, at the termination of this Lease, remove any permitted alterations and additions and thereupon repair any damage resulting from such removal so that the premises will be left by Tenant in essentially the same condition as they existed on the first day of the Lease.

ARTICLE XIII

Fixtures and Equipment

Any and all fixtures, equipment, furniture and improvements that are attached to the demised premises shall become the property of the landlord at the end of the lease term, not to be removed by tenant at any time.

ARTICLE XIV

Utilities

Tenant shall pay all electric, gas, telephone, fuel charges and other utilities and services applicable to the demised premises. Tenant agrees to pay for a backflow preventer if required or any other plumbing, electrical, etc, required by local, state or any anyone having jurisdiction codes. Landlord shall not be liable for any interruption of the same in the demised premises.

ARTICLE XV

Access of Landlord

Landlord shall have reasonable access to the demised premises during business hours for the purpose of examining same, or to make any needful repairs required of Landlord under the term hereof, but such access shall not unreasonably interfere with Tenant's use of the premises nor the conducting of Tenant's business thereon. Further, Landlord shall have the right to enter upon the premises to show them to prospective Tenants at any time during the last one hundred twenty (120) days of the term hereof.

If any excavation shall be made upon the land adjacent to the demised premises, or shall be authorized to cause such excavation, Landlord shall have license to enter upon demised premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall of the building of which the demised premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or abatement of rent unless the injury or damage is caused by Landlord or its contractors negligent or willful misconduct.

ARTICLE XVI

Damage and Destruction

In the event the demised premises or any part thereof shall be damaged or destroyed by fire, or ordered to be demolished by an action of any public authority in consequence of a fire, or damaged by other casualty insured under Landlord's fire or extended coverage insurance policy, this Lease shall, unless it is determined as provided below in the Article, remain in full force and effect and the Landlord shall, at its expense, repair, or rebuild the demised premises so as to restore them not including Tenant's fixtures, furniture, furnishings, improvements and equipment) to the condition that they were in immediately prior to such damage or destruction; but Landlord shall not be responsible for any delay which may result from governmental regulations, inability to obtain labor or materials, or any other cause beyond Landlord's reasonable control, Landlord shall notify tenant within a reasonable period of time of his intent to rebuild or repair, and such rebuilding or repairing will be done within a reasonable length of time. Tenant shall, at its expense proceed with all reasonable dispatch, to repair and replace such of its inventory, fixtures, furnishings, floor coverings, improvements and equipment as may have been damaged or destroyed. There will be abatement in the rent herein reserved during the time the tenant is unable to transact all or any part of its business on the demised premises or thereafter as a result of damage by fire or casualty provided however that in the case that the demised premises are destroyed by fire or other casualty insured against under the Landlord's fire and extended coverage insurance policy so as to render more than fifty percent (50%) thereof unable or in case the demised premises shall be materially damaged by any casualty other than those covered by such insurance policy or policies, Landlord may at its election, by notice in writing to tenant given

within sixty (60) days after such destruction or damage, terminate this Lease. Tenant agrees if a sprinkler head is broken or set off, by fault of associates, customers, guests or anyone entering premises, Tenant agrees to pay all expenses incurred to the building (which may include; electrical, plumbing, flooring, ceiling or any other items which may have been destroyed or damaged from sprinkler system) and any other properties.

Tenant agrees to maintain insurance to cover all fixtures, computers, office equipment and furniture (anything and everything in the demised premises) whether the damage is caused by Tenant, another Tenant, by Landlord or any other person or persons.

ARTICLE XVII

Insurance and Claims of Third Parties

Tenant agrees to keep and save Landlord harmless and indemnify it against and from the claims of persons, including but without limiting the generality of the foregoing, employees and business invitees of Tenant, on account of any injury to, or death of, persons and damages to, or destruction of, property occurring on the demised premises or upon any sidewalk or parking area immediately adjoining the demised premises or otherwise arising from or out of the use, occupancy or possession of the demised premises by Tenant.

Tenant and Landlord agrees that it will maintain throughout the term of this Lease general liability insurance indemnifying the Landlord and/or Tenant, as their interest may appear, such insurance shall cover against all claims and demands for any personal injuries to or death of any person, and damage to or destruction or loss of property which may have or be claimed to have occurred on the demised premises in an amount not less than One and One Half Million(\$1,500,000) Dollars for injury to or death of one person, Two Million (\$2,000,000) dollars for injury to or death of more than one person in any single accident and for not less than Five Hundred Thousand (\$500,000) dollars for damages to or destruction or loss of property.

Tenant further agrees to maintain adequate amounts of fire and "extended coverage" insurance on its properties, fixtures and leasehold improvements contained within the demised premises. Further Tenant agrees to carry insurance coverage for furniture, fixture, computers and anything of value in the leased premises, in the event that leased premises is damaged from water or any substance from tenant within the shopping center. Tenant shall deliver to Landlord certificates of all such insurance coverage.

ARTICLE XVIII

Subrogation

Neither Landlord nor Tenant shall be liable to the other or any persons claiming through the other by right of subrogation or otherwise for any damage either to the demised premises, as to Landlord, or to the properties, fixtures or improvements of Tenant, as to Tenant from fire or any casualty usually included in the so-called standard "extended coverage" endorsements as contained in fire insurance policies written in the State of Maine, whether or not said damage

was caused by the negligence of Landlord or Tenant, their respective servants, agents, employees, or others.

ARTICLE XIX

Eminent Domain

In the event the entire demised premises are taken by eminent domain, this Lease shall terminate and expire as of the date of such taking and Landlord hereby agrees to repay Tenant all monies held by it as unearned rent.

In the event part of the demised premises are taken by eminent domain (not unreasonably affecting the beneficial use and occupancy after the repair of same insofar as Tenant is concerned) the rent payable hereunder shall be reduced by the same proportion that the remaining part of the demised premises (without appropriate adjustment, as the cause may be, for lands not lying under, or necessary for the support of, building structures comprising the demised premises) bears to the demised premises constituted next prior to such taking, Landlord shall immediately make such alterations or repairs at its own costs and expense as may be necessary to restore the demised premises as nearly as possible to a complete unit of like quality and character as existed prior to such taking with complete abatement of all rent during the period of restoration in the event that said building constituting the demised premises shall not be fully available for beneficial use and occupancy by Tenant.

Landlord reserves to itself all rights to damages accruing on the account of any taking of the demised premises, the shopping center, or the leasehold hereby created. There is not included in the within reservation (i) any damages payable for trade fixtures installed by Tenant at Tenant's own cost and expense, and (ii) any amounts payable directly to Tenant by the taking authority, and Tenant shall have right to recover from the taking authority such compensation as may be separately awarded to Tenant thereof.

ARTICLE XX

Assignment or Subletting

Tenant shall permit no assignment or otherwise of this Lease and not subletting of any portion of the demised premises or occupation of any part thereof by another without, on each occasion, first obtaining Landlord's approval in writing.

ARTICLE XXI

Successors and Assigns

Landlord shall promptly notify Tenant in writing of any changes in the Ownership of the demised premises, giving the name and address of the new Landlord and instructions regarding the payment of rent. Landlord and each successor to Landlord's interest, is and shall be liable

only for breaches occurring during the period of his or their respective ownership of the Landlord's interest hereunder. The liability of any Landlord hereunder, for recovery against Landlord arising out of Landlord's obligations, covenants and agreements under this Lease, shall be limited to the value of the shopping center development, including, but not by any way of limitation, land, buildings, interest in leases and/or other rights given to it or by it to others; provided however, that tenant shall not, hereby, be limited in the exercise of any right which it might have to obtain injunctive relief against Landlord or Landlord successors in interest, or arising out of tort or matters not involving the obligations of Landlord under the terms of this Lease.

ARTICLE XXII

Subordination

Tenant shall, from time to time, upon request of Landlord, subordinate this Lease to any mortgage, deed of trust and/or other security indenture hereinafter placed upon the demised premises and/or other portion of this shopping center and to any renewal, modification, replacement or extension of such mortgage, deed of trust or security indenture and to any and all advances made or to be made hereunder, provided that in the instrument of subordination the mortgagee (or trustee) agrees for itself and its successors and assigns, that so long as Tenant shall not be in default under this Lease the mortgagee (or trustee) and its successors and assigns will not disturb the peaceful, quiet enjoyment of the demised premises by tenant. If this Lease is so subordinated, no entry under any such mortgage or sale for the purpose of foreclosing the same or repossession or other act pursuant to such deed of trust or other security indenture shall be regarded as an eviction of tenant or its successors or assigns, constructive or otherwise, or give or any successor or assign any rights to terminate this Lease. In any event Tenant shall attorn to such mortgagee or mortgagees and any assignee or purchaser there from.

ARTICLE XXIII

Signs

Tenant shall not install any signs, placards, lettering or advertising media, or any shade, awning, aerial, flagpole or the like on the exterior of the demised premises or make any exterior decorations, painting, or any changes in the store front of the demised premises without first obtaining in each case the written consent of Landlord, and written consent shall not be unreasonably withheld by Landlord.

ARTICLE XXIV

Default

A. This Lease is made on the condition that if Tenant shall fail to perform any obligation hereunder and such failure shall continue for ten (10) days after receipt of written notice of the default or if the estate hereby created shall be taken on execution or other process of law, or if tenant shall be declared bankrupt, or insolvent according to law, or shall make or offer to make, in or out of bankruptcy, a composition with creditors, or shall make an assignment for the benefit of creditors, or shall commit any part of bankruptcy or if any receiver, trustee or other officer shall be appointed by any court to take charge of all or any substantial part of tenant's property, or if a petition shall be filed by or against tenant for reorganization or for an "arrangement" under any provision of the Bankruptcy Act, and the same shall not be dismissed within sixty (60) days from the date on which it is filed, then and in any of the said cases, Landlord may lawfully, in addition to and without waiving any remedies for any preceding breach of covenant, immediately or any time thereafter and without prior demand or prior notice (i) terminate this Lease by notice in writing forthwith or on a date stated in said notice (ii) in accordance with Maine law enter into and upon the demises premises or any part thereof in the name of the whole and repossess the same as of the Landlord's former estate and (iii) expel Tenant and those claiming through or under Tenant 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 preceding breach of covenants, and upon such entry this Lease may, at Landlord's election, be terminated; and Landlord without notice to Tenant may store Tenant's chattels and those of any person claiming under Tenant at the expense and risk of or such person and, if Landlord so elects, may sell such chattels with notice to tenant in accordance with Maine Law, at public auction or private sale, and apply the net proceeds, after deduction of reasonable costs and attorney's fees to the payment of all sums due to Landlord hereunder and pay over the balance, if any to tenant.

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alteration and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its reasonable discretion may deem advisable. Upon each such reletting all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from tenant to Landlord, second, to the payment of any cost and expenses of such reletting, including brokerage fees and attorney fees and cost of such alterations and repairs, third, to the repayment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant, hereunder, Tenant shall pay any reasonable deficiency to Landlord; such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of

said premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from all damages it may incur by reasons of such breach, including the cost of recovering the demised premises, reasonable attorney fees and including the worth at the time of such termination of the excess, if any, of the amount of the rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

B. The failure of Landlord to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord may have, and shall not be deemed a waiver of any subsequent breach of such term or condition.

C. All rights and remedies which Landlord may have under this Lease shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of such rights and remedies may be exercised at the same time insofar as permitted by law.

D. Landlord shall not be deemed to be in default hereunder unless its default shall continue for thirty(30) days (or such additional time as is reasonably required to correct its' default), after written notice thereof has been given by Tenant to Landlord specifying the nature of the alleged default.

ARTICLE XXV

Invalidity

If any provision of this Lease or the application thereof to any person or circumstances shall be to any extent invalid or unenforceable, the remainder of this Lease and the application to persons or circumstance other than those to which it is invalid or unenforceable shall not be effected thereby and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XXVI

Broker's Commission

Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claims (including, without limitation, the cost of counsel fees in connection therewith), unless the party to be charged shall have been the cause of such claim.

ARTICLE XXVII

Notices

Whenever notice shall be permitted or required to be given to either party pursuant to the terms of this Lease, it shall be sent by registered mail addressed to such party as such address as shall have been last designated in writing by such party to the other, Landlord's present address being designated as Loon Island, LLC, PO Box 235, Cumberland, Maine 04021 and Tenant's present address being designated as Suite 2, 19 Main St., Gray, Maine 04039.

ARTICLE XXVIII

Construction Of Lease

No captions or titles in this Lease shall be considered in the interpretation of any of the provisions hereof.

ARTICLE XXIX

Recording

The Tenant agrees that it will not record this Lease.

ARTICLE XXX

Entire Agreement

This Lease shall constitute the only agreement between the parties relative to the demised premises and no statements and no prior written matter not specifically incorporated herein shall be of any force or effect. IN WITNESS WHEREOF, the LANDLORD and TENANT have executed this Indenture of Lease, the date of year first above written.

Signed, Sealed and Delivered

[Redacted Signature]

Witness

[Redacted Signature]

Kings Pines, LLC/ Landlord
William Boyle

4/14/22
date

[Redacted Signature]

Witness

[Redacted Signature]

Victoria Cabral/Tenant

4-14-22
date



**First Settled
1738**

Town of Gray

24 Main Street
Gray, Maine 04039

www.graymaine.org

communitydevelopment@graymaine.org

March 17, 2022

TO: Mr. William Boyle
CC: Ms. Victoria Cabral
FROM: Scott Dvorak, Code Enforcement Officer
RE: Notice of Code Enforcement Decision regarding personal services use at 19 Main Street

Mr. Boyle:

I am writing on behalf of the Town of Gray as the CEO to confirm approval of an additional personal services use in Unit #2 of your building at 19 Main Street, Gray, for the Touch of An Angel tattoo shop.

This approval is limited to the use of Unit #2 only, at its current square footage. Based on information on file with the Town, this unit #2 contains approximately 900 square feet.

My decision is based on the Staff Review Committee decision of January 14, 2021 to approve a change of use at 19 Main Street. The site plan on file for 19 Main St. showed the approved uses for the building as retail, office and residential. The 2021 decision changed the office space use to a personal services use.

Thus, the building is currently approved for retail, personal services (yoga and tattoo parlor) and residential units.


One of the conditions of approval was that a change of use or any new use in any of the units may require review by the Staff Review Committee or Planning Board as applicable, dependent on the intensity of the new use and/or the classification of the project. At this time, I find the new use (a single-chair tattoo parlor) to be the same or less intensive than the current personal services use (yoga studio) or the prior use (office). It is my opinion that the single-chair tattoo parlor use will not increase parking needs, traffic, noise, litter, waste, fumes, or odor, which would require further review.

Please note that 19 Main St. is non-conforming lot of record, meaning that it does not have sufficient land area to permit more than one use or additional dwelling units under the current zoning ordinance. Based on the history of the property and previous approvals, however, it is limited to three uses at any time. **At this time, it is our understanding that those three are the two personal services uses: yoga and tattoo shop; and one residential dwelling unit.**

No additional uses will be permitted and any expansion or change of use will require review. Any change of use is subject to the applicable standards. Additionally, per 402.6.5 D, any use that is discontinued for more than one year may not be allowed again. The Code office should be apprised of any vacancies and must be kept apprised of any change of use or expansion of any existing uses.

If you have follow-up questions, please contact the Community Development Department at (207) 657-3112.

Sincerely,


Scott Dvorak
Code Enforcement Officer

Community Development Department (Planning/Code Enforcement/Assessing/Economic Development)

Phone 207- 657-3112 · Fax 207- 657-2149



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



JANET MILLS
GOVERNOR

MELANIE LOYZIM
COMMISSIONER

April 26, 2022

CABRAL, VICTORIA P
67 SMITH RD
WINDHAM, ME 04062

RE: BIOMEDICAL WASTE GENERATOR REGISTRATION #BWGS-0001707
TOUCH OF AN ANGEL TATTOO, 19 MAIN ST, UNIT #2, GRAY, ME

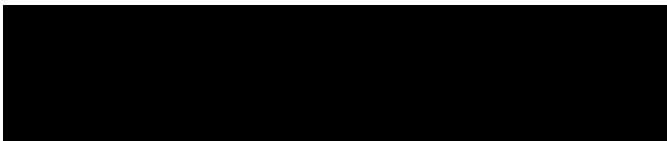
Dear Registrant:

The Department of Environmental Protection has received your biomedical waste generator registration request. You have been assigned the following registration number: BWGS-0001707. Please be aware that this is an annual registration and your registration number may change from year to year, for example, if you change location or generation size. We ask that you refer to this number in any future correspondence you may have with the Department.

You are also required to use your registration number on all manifests as well as labels and tags affixed to all packages of biomedical waste you generate. If you generate more than fifty pounds of biomedical waste per month, you must develop a biomedical waste management plan pursuant to 06-096 CMR 900 Section 11 (b).

These regulations also require you to track all shipments of biomedical waste leaving your medical facility when such shipments meet or exceed a total of fifty (50) pounds in any one month. This will be done by using a four (4) part manifest. A copy of the manifest for these shipments must be returned to you by the treatment or disposal facility within thirty-five (35) days of shipment. It is your responsibility to notify the Department if your manifest copy is not returned to you within the specified time limit.

If you have any questions regarding your registration or biomedical waste regulations in general, please do not hesitate to contact me at (207) 287-7688.



Division of Materials Management

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207) 760-3143









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◀ Gmail

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✕ hand drawn view insid...

