

Site Plan Review and Conditional Use Application

Section:

4. Provide a General Description of the proposed use or activity, including but not limited to the type of use, square footage involved, hours of operation, types and amount of traffic to be generated **(use separate sheet)**.

Edge Energy is a mechanical contracting company specializing in retrofit heat pump and new construction furnace installation. 18 Mill Ridge will suffice as office and shop space for our business. The office will be used by Joel Duncan, 50% Owner, and Geoff Grigsby, Operations Manager, for the company. Approximately 1,000 sq. ft. will be used for business activity operating between the hours of 8 AM and 5 PM. In a normal day, our crew arrives at the shop to pick up equipment and material for their projects. We have 5 employees and four vans (RAM Promaster, Chevy Express, and (2) Ford Transit). Generally, they don't need to return to the shop space until the following day unless they are organizing equipment/disposing of trash (cardboard and packing material the equipment is shipped in). We also receive deliveries once or twice a day. There is no manufacturing done on the property.

6. Complete List of all chemicals, pesticides, fuels, nutrients and other potentially toxic or hazardous materials to be used or stored on the premises, and the quantities of these materials.

We do not intend to store any chemicals, etc. at this facility.

7. List of Equipment to be used, parked or stored.

- 2018 RAM Promaster
- 2020 Ford Transit
- 2020 Ford Transit
- 2015 Chevy Express
- 2019 Ford Super CAB



032417

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SHORT FORM QUITCLAIM WITH COVENANTS DEED

Paul R. Napolitano of 33 Hillside Avenue Cumberland, Maine FOR CONSIDERATION PAID, grants to Paul R. Napolitano and Rose Napolitano whose address is 33 Hillside Avenue, Cumberland, Maine, with QUITCLAIM COVENANTS, the following described real property located in North Yarmouth, Maine:

A certain lot or parcel of land with any buildings situated thereon, located in the Town of North Yarmouth in the County of Cumberland and State of Maine bounded and described as follows: Beginning at a point on the northerly side of the Mill Road in the Town of North Yarmouth at an iron marker set at the junction of the Mill Road right of way and the southeast corner of the land now or formerly of Royal River Brick Co. as depicted on a certain survey done by Daniel T. C. LaPoint dated February, 1983 and prepared for Oscar R. Gagnon, thence along the sideline of the Mill Road three hundred twenty-eight (328) feet, more or less, to an iron marker located at the southwest corner of the land now or formerly of Swan, thence North 31 degrees West along the lands now or formerly of Swan and Gagnon, a distance of seven hundred forty and five hundredths (740.5) feet to a point where said line intersects with the land of Central Maine Power, thence South 56 degrees, 43' West along the land of Central Maine Power, a distance of five hundred thirty-one and six tenths (531.6) feet to the land of the Royal River Brick Co., thence South 46 degrees East on a line seven hundred fifty (750) feet, more or less, which line passes through a pile of stones and a series of stones set in a line, to the point of beginning. Being an area containing seven and six tenths (7.6) acres, more or less.

Also a second lot or parcel of land also situated in the Town of North Yarmouth, County of Cumberland and State of Maine, bounded and described as follows: Beginning at a point one thousand ten and five tenths (1,010.5) feet, more or less from the sideline of the Mill Road along the line extended from the southwest sideline of the land now or formerly of Swan, thence in a line North 31 degrees, 0' West a distance of one hundred eighty-six (186) feet to the land now or formerly of Mizner, thence South 53 degrees, 52' West along the land of Mizner and following the remnants of a barbed wire fence, a distance of one thousand forty-three (1,043) feet to a point marked by a forked tree, thence South 54 degrees, 12' East, along the course of the barbed wire fence, a distance of one hundred forty-three (143) feet to a point where said line intersects with the land

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of Central Maine Power, thence North 56 degrees, 43' East along the land of Central Maine Power a distance of nine hundred eighty-three and two tenths (983.2) feet to the point of beginning. Being a parcel of land containing three and eight tenths (3.8) acres, more or less.

Meaning and intending to convey, and hereby conveying all and the same premises conveyed to the Grantor and Vicki L. Napolitano by deed of Oscar R. Gagnon et al dated March 29, 1983 and recorded in the Cumberland County Registry of Deeds in Book 6141, page 126 and meaning and intending to convey and hereby conveying all and the same premises conveyed to the Grantor by deed of Vicki L. Napolitano dated November 26, 1985 and recorded in said Registry of Deeds in Book 6996, Page 22.

SEAL

WITNESS my hand and seal this 9th day of June....., 1987

WITNESS:

Cynthia Mack
.....
EJP 6-13-92

Paul R. Napolitano
.....
Paul R. Napolitano

State of Maine
County of Cumberland, ss.

..June...9....., 1987

PERSONALLY APPEARED the above-named Paul R. Napolitano and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Megan L. Elam, Esq.
Notary Public/Attorney at Law
..Megan L. Elam.....
(print name)

Title not examined

RECORDED
RECORDED REGISTRY OF DEEDS
1987 JUN -9 AM 9:42
CUMBERLAND COUNTY
James J. Walsh

DS
JD

DS
NT

0063383

BK 17933 PG 323

ROAD MAINTENANCE/EASEMENT AGREEMENT

THIS AGREEMENT is entered into by and between PAUL R. NAPOLITANO, ROSE E. NAPOLITANO, MARK A. NAPOLITANO, JENNIFER NAPOLITANO LATHROP, STEPHEN F. LATHROP and AMY E. HAWKES, being all of the property owners with land fronting upon or accessed by the Mill Ridge Road, so-called, in North Yarmouth, Cumberland County, Maine (hereinafter referred to as "Landowners").

WITNESSETH

WHEREAS, Landowners each own property with frontage on or accessed only by a private way known as Mill Ridge Road located in North Yarmouth, Cumberland County, Maine, which is an existing private gravel road, not plowed or otherwise maintained by the Town of North Yarmouth and further shown on a plan entitled "Plan of Private Way on Mill Road, North Yarmouth, Maine" for Paul R. and Rose Napolitano dated November 1996, prepared by Wayne T. Wood & Co. and recorded at the Cumberland County Registry of Deeds in Plan Book 196, Page 424; and

WHEREAS, Paul R. Napolitano and Rose E. Napolitano obtained their interest by deeds recorded at the Cumberland County Registry of Deeds in Book 7810, Page 57 and Book 12611, Page 254; and

WHEREAS, Mark A. Napolitano obtained his interest by deeds recorded at the Cumberland County Registry of Deeds in Book 12909, Page 105 and Book 13840, Page 27; and

WHEREAS, Jennifer Napolitano Lathrop and Stephen F. Lathrop obtained their interest by deed recorded at the Cumberland County Registry of Deeds in Book 13840, Page 25; and

WHEREAS, Amy E. Hawkes obtained her interest by deed recorded at the Cumberland County Registry of Deeds in Book 17920, Page 73; and

WHEREAS, Landowners are desirous of entering into an agreement regarding the maintenance of said private way and the allocation of the costs necessary to so maintain the Road.

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NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Pursuant to the terms of this Agreement, the Landowners agree to maintain the private way known or to be known as Mill Ridge Road in North Yarmouth, Maine which provides vehicular and pedestrian access to each of their properties including utilities and further agree to not obstruct or otherwise interfere with the use of said right-of-way by the other Landowners, their heirs, devisees and assigns.

2. The Landowners herein acknowledge that the total length of said private way as it presently exists and as described above constitutes an easement and/or right-of-way appurtenant to all of the lots which abut said private way or which are accessed by said private way. The respective right-of-way rights identified herein run with the land to the respective Landowners, their heirs, successors and assigns.

3. The private way shall be maintained by all lot owners of record, and said lot owners shall assume the maintenance costs with the following formula: the numerator is 1 and the denominator is the number of lots of record provided access by Mill Ridge Road.

Said portion of the maintenance obligation shall be binding upon all of the Landowners' heirs, devisees and assigns.

4. The term "maintenance" as herein used shall be deemed to include:

- (a) Maintaining the existing width and surface of the private way;
- (b) Any existing drainage mechanisms shall be maintained;
- (c) Suitable snowplowing and sanding equipment shall be employed as required for safe passage of vehicles;
- (d) Grading the surface of said right-of-way shall be periodically completed so as to maintain a reasonably smooth and level surface.

5. The decisions relating to the usual and ordinary maintenance of the said right-of-way shall be determined by majority vote of the Landowners required to contribute to the maintenance costs of the right-of-way, each lot of record having one vote. A meeting to establish maintenance plans shall be conducted at least once a year.

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6. The decisions relating to improvements to the right-of-way such as paving, changing the access way from its present condition or location, or any maintenance not described in Paragraph 4 above shall only be determined by a unanimous consent of all of the Landowners subject to this agreement, each lot of record having one vote.

7. All Landowners shall be required to repair any damage caused to the right-of-way by them, individually, or caused by their agents, invitees, or guests. If any such dispute results in the necessity of the initiation of legal proceedings to enforce this provision, the prevailing party will be entitled to recover his or her costs together with reasonable attorney's fees.

8. The Landowners agree that all mortgages of any property which abuts or is accessed by said private way and the successors, administrators and assigns of said mortgagees, including but not limited to all FHA, HUD or VA insured mortgage interests on said properties shall be considered third party beneficiaries of this Road Maintenance/Easement Agreement.

9. The Landowners agree that if any party hereto together with their heirs or assigns fails to pay their portion of any maintenance costs or otherwise comply with this Agreement, any of the remaining Landowners may bring legal action against the party in breach of this Agreement, which Landowner shall be entitled to recover his or her costs including reasonable attorney's fees incurred in enforcing this Agreement.

10. The Landowners represent that they have carefully read the foregoing Road Maintenance/Easement Agreement and know and understand the contents hereof and specifically acknowledge that the terms hereof are contractual and not a mere recital.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set forth next to each signature below.

Dated: 8/6/02

Paul R. Napolitano
Paul R. Napolitano

Dated: 8-6-02

Rose E. Napolitano
Rose E. Napolitano

Dated: 8-6-02

Mark A. Napolitano
Mark A. Napolitano

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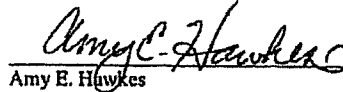
Dated: 8-6-02


Jennifer Napolitano Lathrop

Dated: 8-6-02


Stephen F. Lathrop

Dated: 8-6-02

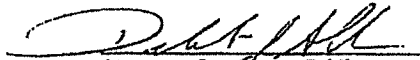

Amy E. Hawkes

STATE OF MAINE
CUMBERLAND, SS.

Aug. 6, 2002

Then personally appeared the above-named PAUL R. NAPOLITANO and ROSE E. NAPOLITANO and acknowledged the foregoing instrument to be their free act and deed.

Before me,

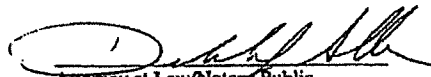

Attorney at Law/Notary Public
Notary Public, Maine
My Commission Expires January 13, 2008

STATE OF MAINE
CUMBERLAND, SS.

Aug. 6, 2002

Then personally appeared the above-named MARK A. NAPOLITANO and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Attorney at Law/Notary Public

4
DEBORAH J. ALLEN
Notary Public, Maine
My Commission Expires January 13, 2008

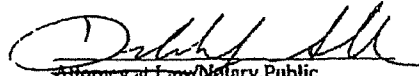
BK 17933 PG 327

STATE OF MAINE
CUMBERLAND, SS.

Aug. 6, 2002

Then personally appeared the above-named JENNIFER NAPOLITANO LATHROP and STEPHEN F. LATHROP and acknowledged the foregoing instrument to be their free act and deed.

Before me,



Attorney at Law/Notary Public
DEBORAH J. ALLEN
Notary Public, Maine
My Commission Expires January 13, 2008

STATE OF MAINE
CUMBERLAND, SS.

Aug. 6, 2002

Then personally appeared the above-named AMY E. HAWKES and acknowledged the foregoing instrument to be her free act and deed.

Before me,



Attorney at Law/Notary Public
DEBORAH J. ALLEN
Notary Public, Maine
My Commission Expires January 13, 2008

RECEIVED
RECORDED REGISTRY OF DEEDS

2002 AUG -8 AM 10:18

CUMBERLAND COUNTY

John B. O'Brien