

TOWN OF WINDHAM MINOR SUBDIVISION APPLICATION

Final Plan

(Section 910 – Subdivision Review, Submission Requirements)

The original signed copy of this application must be accompanied by:

- The required application and review escrow fees,
- Five (5) collated submission packets, which must include
 - Full size paper copies of each plan, map, or drawing, and
 - A bound copy of the required information found in Section 910 of the Land Use Ordinance.
 - The checklist below offers a brief description of these requirements for the purpose of determining the completeness of a submission. Please use the Ordinance for assembling the submission packets.
- Electronic submission in PDF format of:
 - All plans, maps, and drawings.
 - These may be submitted as a single PDF file or a PDF for each sheet in the plan set.
 - A PDF of the required information found in Section 910 of the Land Use Ordinance

The submission deadline for Final plans is three (3) weeks before the Planning Board meeting for which it will be scheduled.

Applicants are strongly encouraged to schedule a brief submission meeting with Planning Staff, to walk through the application checklist at the time a Planning Board submission is made. This will allow applicants to receive a determination of completeness, or a punch list of outstanding items, at the time a submission is made.

If you have questions about the submission requirements, please contact:

Windham Planning Department	(207) 894-5960, ext. 2
Amanda Lessard	allessard@windhammaine.us
Ben Smith, Assistant Town Planner	bwsmith@windhammaine.us

Final Plan - Minor Subdivision

Project Name: Ruby Meadows

Tax Map: 10 Lot: 78

Number of lots/dwelling units: 15
950 Ft.

Estimated road length:

Is the total disturbance proposed > 1 acre? ☒ Yes ☐ No

Contact Information

1. Applicant

Name: Ruby Meadows LLC

Mailing Address: 28 Weare Rd. Seabrook, NH 03874

Telephone: 207-214-0333 Fax: _____ E-mail: phollisland@gmail.com

2. Record owner of property

____ (Check here if same as applicant)

Name: Diamond Meadows LLC (3rd floor)

Mailing Address: 4 City Center Portland, ME

Telephone: 207-781-4959 Fax: _____ Email: Slyden@mainecapitalgroup.com

3. Contact Person/Agent (if completed and signed by applicant's agent, provide written documentation of authority to act on behalf of applicant)

Name: Paul Hollis

Company Name: Ruby Meadows LLC

Mailing Address: 28 Weare Rd. Seabrook, NH 03874

Telephone: 207-214-0333 Fax: — E-mail: phollisland@gmail.com

I certify all the information in this application form and accompanying materials is true and accurate to the best of my knowledge.

Paul Hollis
Signature

11/28/18
Date

B. Mandatory Plan Information		Applicant	Staff
1	Name of subdivision, date and scale	✓	
2	Stamp of the Maine License Professional Land Surveyor that conducted the survey, including at least one copy of original stamped seal that is embossed and signed	✓	
3	Stamp with date and signature of the Maine Licensed Professional Engineer that prepared the plans.	✓	
4	North arrow identifying all of the following: Grid North, Magnetic North, declination between Grid and Magnetic, and whether Magnetic or Grid bearings were used in the plan design	✗	
5	Location map showing the subdivision within the municipality	✓	
6	Vicinity plan showing the area within 250 feet, to include:	✓	
	i. approximate location of all property lines and acreage of parcels	✓	
	ii. locations, widths, and names of existing, filed, or proposed streets, easements or building footprints	✓	
	iii. location and designations of any public spaces	✓	
	iv. outline of proposed subdivision, together with its street system and indication of future probably street system, if the proposed subdivision encompasses only part of the applicants entire property.	✓	
7	Standard boundary survey of parcel, including all contiguous land in common ownership within the last 5 years	✓	
8	Existing and proposed street names, pedestrian ways, lot easements, and areas to be reserved or dedicated to public use	✓	
9	All lots within the subdivision, including numbers for each lot, and map and lot number assigned by the Windham Assessing Department	✓	
10	Location of all monuments as required by ordinance	✓	
11	Location of any important or unique natural and site features including, but not limited to wetlands, water bodies, streams, scenic areas, sand and gravel aquifers, significant wildlife habitats, significant fisheries, treelines, historic and/or archaeological resources.	✓	
12	Location of all yard setback lines.	✓	
13	Medium intensity soils map for the area to be subdivided. The Planning Board may require submission of a high intensity soils map in instances where poor soils are evident.	✓	
14	Location and results of test pits performed by a Maine Licensed Site Evaluator or Certified Soil Scientist if subsurface wastewater disposal systems (septic) are proposed.	✓	
15	Written offers of cessation to the Town of all public open space shown on the plan.	✓	
16	All conditions of approval and/or waivers required or granted by the Planning Board, with the exception of waivers from the submission requirements.	✓	
17	Boundaries of any flood hazard areas and the 100-year flood elevation as depicted on the Town's Flood Insurance Rate Map	✓	

Final Plan - Minor Subdivision: Submission Requirements

A. Mandatory Written Information		Applicant	Staff
1	A fully executed application form, signed by person with right, title, or interest in the property	✓	
2	Evidence of payment of the application and escrow fees	✓	
3	Name, registration number and seal of the Maine Licensed Professional Land Surveyor who conducted the survey	✓	
4	Name, registration number and seal of the licensed professional who prepared the plan (if applicable)	✓	
5	Description of how solid waste generated at the site is to be collected and disposed of.	✓	
6	Statement from the Maine Inland Fisheries & Wildlife that no significant wildlife habitat exists on the site	✓	
7	Copies of existing or proposed deed restrictions or covenants.	✓	
8	Copies of existing or proposed easements over the property	✓	
9	Title opinion proving right of access to the proposed subdivision or site for any property proposed for development on or off of a private way or private road	✓	
10	Financial Capacity. Estimated costs of development, and itemization of major costs	✓	
	i. Estimated costs of development, and itemization of major costs	✓	
	ii. Financing - provide one of the following:	✓	
	a. Letter of commitment to fund from financial institution, governmental agency, or other funding agency	✓	
	b. Annual corporate report with explanatory material showing availability of liquid assets to finance development	✓	
	c. Bank statement showing availability of funds if personally financing development	✓	
	d. Cash equity commitment	✓	
	e. Financial plan for remaining financing	✓	
	f. Letter from financial institution indicating an intention to finance	✓	
	iii. If a corporation, Certificate of Good Standing from the Secretary of State	✓	
11	Technical Capacity	✓	
	i. A statement of the applicant's experience and training related to the nature of the development, including developments receiving permits from the Town.	✓	
	ii. Resumes or similar documents showing experience and qualifications of full-time, permanent or temporary staff contracted with or employed by the applicant who will design the development.	✓	
12	Name and contact information for the road association who's private way or road is used to access the subdivision (if applicable)	✓	

C. Submission information for which a waiver may be granted.		Applicant	Staff
1	Contour lines at intervals of 5 feet, or at lesser intervals as the Planning Board may require	✓	
2	Description of how stumps and demolition debris will be disposed of	✓	
3	A surface drainage plan or stormwater management plan with profiles and cross-sections showing the design of all facilities and conveyances necessary to meet the stormwater management standards set forth in Section 900.	✓	
4	A soil erosion and sediment control plan prepared by a Maine Licensed Professional Engineer or a Certified Professional in Erosion and Sediment Control (CPESC).	✓	
5	If subsurface wastewater disposal systems (septic) are proposed, a hydrogeologic assessment prepared by a Maine Licensed Site Evaluator or Certified Geologist.	✓	
6	Show location of driveways	✓	

Electronic Submission

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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT is made this 29th day of November, 2018 (the "Effective Date"), by and between **RUBY MEADOWS LLC**, a Maine limited liability company having a Maine Secretary of State charter number of 20191617DC, formerly known as **DIAMOND MEADOWS LLC**, with a principal place of business in Portland, Maine (hereinafter called "Seller"), and **RUBY MEADOWS LLC**, a Maine limited liability company having a Maine Secretary of State charter number of 20185155DC, with a principal place of business in Seabrook, New Hampshire, (hereinafter called "Purchaser").

In consideration of the covenants hereinafter set forth, Purchaser and Seller hereby agree as follows:

1. Property. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, for the price and upon the terms and conditions hereinafter set forth, the real estate and improvements located at 0 Pope Road and 0 Albion Road in the Town of Windham, County of Cumberland and State of Maine, being described in a Warranty Deed from Shirley A. Littlefield and Sherry H. Littlefield, dated September 28, 2018 and recorded in the Cumberland County Registry of Deeds in Book 35191, Page 203, together with all easements appurtenant thereto, and any and all permits, approvals and licenses related thereto (the "Property").

2. Purchase Price. The total purchase price for the Property shall be Zero and 00/100 Dollars (\$0.00), plus Purchaser shall assume all of Seller's obligations under a certain Commercial Note from Seller to Coastal Realty Capital LLC dated September 28, 2018 in the ceiling amount of \$720,000, and all related loan and security documents including a Mortgage, Security Agreement and Financing Statement dated September 28, 2018 and recorded in said Registry of Deeds in Book 35191, Page 207, and Collateral Assignment of Leases and Rents dated September 28, 2018 and recorded in said Registry of Deeds in Book 35191, Page 238. Additionally, Paul C. Hollis agrees to unconditionally guaranty all of Seller's obligations under the Commercial Note, and Seller's obligations under all other loan documents.

3. Closing. The closing shall occur, except as may otherwise be provided herein, one (1) business day following a final amended subdivision approval of Ruby Meadows Subdivision, at the offices of Seller's Counsel, Nicholas J. Morrill, Esq., Jensen Baird Gardner & Henry, Ten Free Street, 4th Floor, Portland, Maine or such other time or place as mutually agreed to by Purchaser and Seller.

4. Conveyance; Title. At the Closing, Seller shall execute and deliver to Purchaser a good and sufficient Warranty Deed conveying to Purchaser the Property in fee simple, with good and marketable title thereto, free and clear of all liens and encumbrances, except for: (a) real estate taxes which are not yet due or payable; (b) any encumbrances or easements of record which do not materially interfere with the current or anticipated uses of the Property; (c) usual public utilities servicing the Property; (d) the Coastal Realty Capital LLC security instruments referred to in Section 2 above; and (e) an Affidavit of Sylvia K. Warner recorded in said Registry of Deeds in Book 35230, Page 180, as amended by an Affidavit of Sylvia K. Warner recorded in said Registry of Deeds in Book 35293,

Page 262 . In the event that Seller on the Closing date cannot deliver title in such condition, the Closing date shall be postponed for a period of ten (10) calendar days and if such defect is removed by Seller during such thirty (30) calendar day period, Purchaser may either (a) terminate this Agreement, in which case all parties hereto shall be released from their obligations hereunder; or (b) consummate the purchase of the Property in accordance with this Agreement, with no reduction in the purchase price.

5. Possession. Possession of the Property shall be given to Purchaser at Closing.

6. Prorations; Adjustments. The following items shall be prorated as of the date of closing: None.

7. Transfer Taxes. Purchaser shall pay one hundred percent of the real estate transfer tax as assessed by Maine law.

8. Risk of Loss. Prior to closing, the risk of loss, damage or destruction of the Property shall be assumed solely by the Seller.

9. Inspections. This Agreement is not subject to any inspections.

10. Default. If the Purchaser shall fail to close in accordance with this Agreement, then Seller may pursue Purchaser for any and all legal or equitable remedies including specific performance. If Seller fails to close or to perform any of its obligations under this Agreement, then Purchaser may pursue Seller for any and all legal or equitable remedies including specific performance.

11. Brokerage. Purchaser and Seller each hereby represent and warrant to the other that there are no real estate brokers involved or real estate commissions or finder fees payable in connection with the sale of the Property and each agrees to hold each other harmless with respect to the same.

12. Successors and Assigns. All covenants and agreements herein contained shall extend to and be obligatory upon heirs, personal representatives, successors and assigns of the respective parties.

13. Interpretation. All representations, statements and agreements heretofore made between the parties are merged into this Agreement, which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying any statements or representations not contained in this Agreement, made by the other on his behalf. This Agreement shall be interpreted and enforced according to the laws of the State of Maine.

A COPY OF THIS AGREEMENT IS TO BE RECEIVED BY ALL PARTIES AND BY SIGNATURE RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED, WHEN FULLY EXECUTED THIS IS A BINDING AGREEMENT.

WITNESS:

SELLER:

RUBY MEADOWS LLC, formerly known
as DIAMOND MEADOWS LLC



Shawn K. Lyden
Title: Manager

WITNESS:

PURCHASER:

RUBY MEADOWS LLC

By: _____
Paul C. Hollis
Title: Manager

Paul C. Hollis individually joins in this Agreement for the purpose of agreeing to the provisions set forth in Section 2 above.

Paul C. Hollis

AFTER RECORDING RETURN TO:

Nicholas J. Morrill, Esq.
Jensen Baird Gardner & Henry
P.O. Box 4510
Portland, Maine 04112-4510

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that we, **SHIRLEY A LITTLEFIELD** and **SHERRY H. LITTLEFIELD** of 65 Pope Road, Windham, Maine 04062, for consideration paid, grants to **DIAMOND MEADOWS LLC**, a Maine limited liability company with a mailing address of c/o Coastal Realty Capital LLC, 4 City Center, 3rd Floor, Portland, Maine 04101, with **WARRANTY COVENANTS**, a certain lot or parcel of land, together any buildings thereon, located in the Town of Windham, County of Cumberland and State of Maine, more particularly described as follows:

A certain lot or parcel of land situated in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a 5/8" capped rebar 6" tall marked #1076 located on the northerly sideline of Pope Road, so-called, at the southwesterly corner of land now or formerly of Brian E. Cornish and Erin L. Cornish described in an instrument recorded in the Cumberland County Registry of Deeds in Book 26953, Page 113;

Thence, N 35°51'21" E, along the land now or formerly of Cornish, and along the remaining land of Shirley A. Littlefield and Sherry A. Littlefield, a distance of 622.89 feet to the southerly sideline of an easement and right of way in favor of Portland Pipeline Company as described in an instrument recorded in said Registry of Deeds in Book 2163, Page 247, and a 5/8" capped rebar to be set;

Thence, N 21°45'04" W, along the southerly sideline of said Portland Pipeline Company easement, a distance of 1,073.16 feet to a point;

Thence, N 25°52'19" W, along the southerly sideline of said Portland Pipeline Company easement, a distance of 668.97 feet to a point on the easterly sideline of Albion Road, so-called;

Thence, S 30°23'34" W, along the easterly sideline of Albion Road, a distance of 322.03 feet to the northerly corner of land now or formerly of Vincent L. Janney as described in an instrument recorded in said Registry of Deeds in Book 31564, Page 300, and a 5/8" capped rebar to be set;

Thence, S 52°04'10" E, along the land now or formerly of Janney, a distance of 405.00 feet to a 5/8" capped rebar 14" tall marked #586;

Thence, S 35°35'44" W, along the land now or formerly of Janney, a distance of 200.00 feet to a 5/8" capped rebar to be set;

Thence, N 52°04'10" W, along the land now or formerly of Janney, a distance of 405.00 feet to the easterly sideline of Albion Road;

MAINE REAL ESTATE TAX PAID

Thence, S 35°35'44" W, along the easterly sideline of Albion Road, a distance of 217.73 feet to a point;

Thence, southwesterly, southerly and southeasterly along the easterly sideline of Albion Road on a curve to the left with a radius of 340.00 feet, and an arc distance of 270.62 feet to a point of tangency;

Thence, S 10°00'30" E, along the easterly sideline of Albion Road, a distance of 677.60 feet to a point;

Thence, S 21°50'17" E, along the easterly sideline of Albion Road at the intersection of the northerly sideline of Pope Road, a distance of 100.65 feet to a point;

Thence, S 49°18'07" E, along the northerly sideline of Pope Road, a distance of 106.22 feet to a point;

Thence, S 54°12'14" E, along the northerly sideline of Pope Road, a distance of 682.32 feet to a 5/8" capped rebar 6" tall marked #1076 and the point of beginning.

The above-described premises are more particularly depicted on an unrecorded plan entitled "Ruby Meadows Subdivision on Albion Road & Pope Road in Windham, Maine" made for Paul Hollis by Wayne T. Wood & Co., dated June 2018, Job No. 218035 (the "Ruby Meadows Plan"), and consists of approximately 29.58 acres of land. Further reference is made to an unrecorded plan entitled "Boundary Survey Albion Road & Pope Road, Windham, Maine" made for Shirley A. Littlefield by Survey, Inc., dated May 20, 2011.

Being a portion of the premises conveyed to Shirley A. Littlefield and Sherry H. Littlefield by virtue of the Warranty Deed from Shirley A. Littlefield, dated September 8, 2014 and recorded at the Cumberland County Registry of Deeds in Book 31910, Page 207.

RESERVING, however, to Shirley A. Littlefield and Sherry H. Littlefield, their heirs, successors and assigns, a perpetual 50 foot wide right of way and easement over Viola Lane, so-called, depicted on the Ruby Meadows Plan, being more particularly described as follows:

Beginning at a point located N 21°45'04" W, a distance of 338.19 feet from the northeasterly corner of the above-described premises, and a 5/8" capped rebar to be set;

Thence, N 21°45'04" W, a distance of 50.00 to a point;

Thence, S 68°14'56" W, a distance of 167.66 feet to a point;

Thence, along a curve to the right with a radius of 225.00 feet, and an arc distance of 184.02 feet to a point of tangency;

Thence, N 64°53'32" W, a distance of 271.65 feet to a point;

Thence, along a curve to the left with a radius of 275.00 feet, and an arc distance of 168.55 feet to a point of tangency;

Thence, S 79°59'30" W, a distance of 211.82 feet to the easterly sideline of Albion Road;

Thence, S 10°00'30" E, a distance of 50.00 feet to a point;

Thence, N 79°59'30" E, a distance of 211.82 feet to a point;

Thence, along a curve to the right with a radius of 275.00 feet, and an arc distance of 137.9 feet to a point of tangency;

Thence, S 64°53'32" E, a distance of 271.65 feet to a point;

Thence, along a curve to the left with a radius of 275.00 feet, and an arc distance of 224.9 feet to a point of tangency;

Thence N 68°14'56" E, a distance of 57.66 feet;

Thence, S 21°45'04" E, a distance of 50.00 feet;

Thence, N 68°14'56" E, a distance of 50.00 feet;

Thence, N 21°45'04" W, a distance of 50.00 feet;

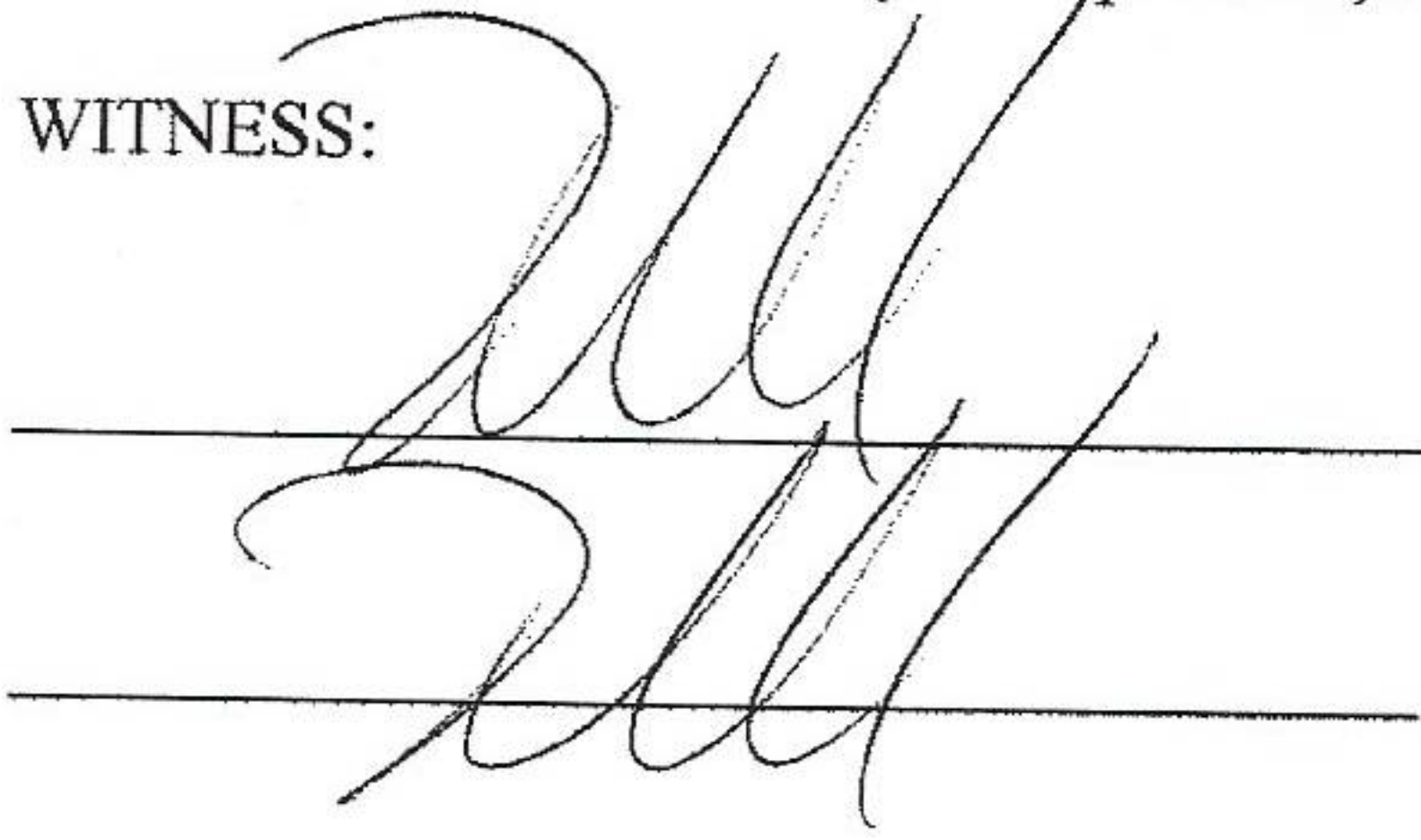
Thence, N 68°14'56" E, a distance of 60.00 feet to the point of beginning.

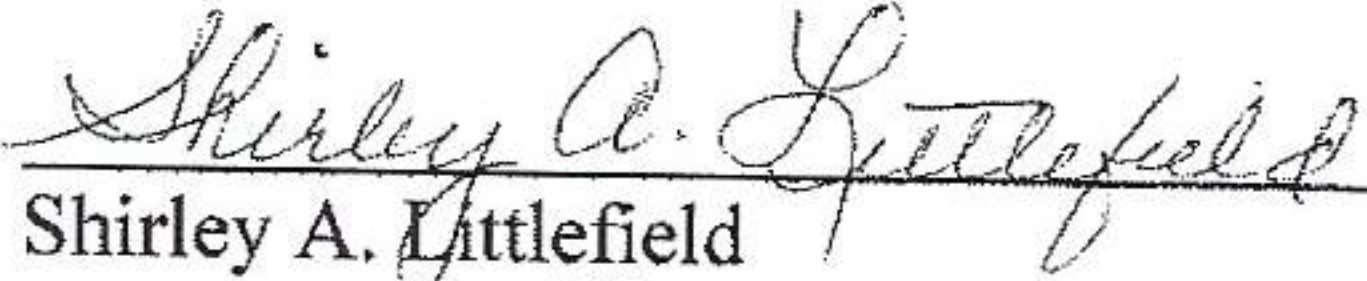

The foregoing right of way and easement over Viola Lane is reserved for vehicular and pedestrian ingress and egress, and the installation, transmission and use of any and all utilities, from Albion Road to the remaining land of Shirley A. Littlefield and Sherry H. Littlefield, as described in that instrument date September 8, 2014 and recorded at the Cumberland County Registry of Deeds in Book 31910, Page 207, and generally for all customary uses of and improvements accessory to a public street.

The annual costs of snow plowing and removal, maintenance, repairs and replacement of Viola Lane, together with any improvements located within Viola Lane, as located, now or in the future, on and serving both the above-described parcel and the remaining land of Shirley A. Littlefield and Sherry H. Littlefield, shall be estimated for each year and prorated on a mutually agreed basis, but nevertheless based upon the amount of usage of Viola Lane, which may vary in use or intensity of use from time to time.

IN WITNESS WHEREOF, Shirley A. Littlefield and Sherry H. Littlefield have set their hands and seals this 28th day of September, 2018.

WITNESS:



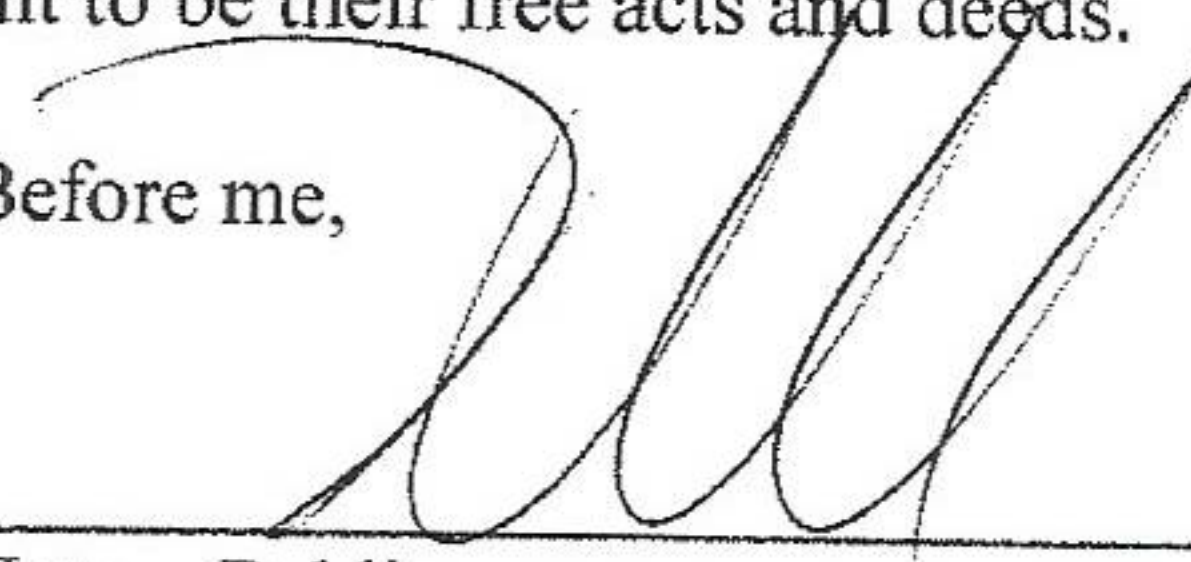

Shirley A. Littlefield

Sherry H. Littlefield

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

September 28, 2018

Then personally appeared the above-named Shirley A. Littlefield and Sherry H. Littlefield, and acknowledged the foregoing instrument to be their free acts and deeds.

Before me,


Notary Public
Print Name: Nicholas J. O'Meara, II
My Commission Expires: _____

Received
Recorded Register of Deeds
Oct 03, 2018 01:01:14P
Cumberland County
Nancy A. Lane

AFTER RECORDING RETURN TO:

Nicholas J. Morrill, Esq.
Jensen Baird Gardner & Henry
P.O. Box 4510
Portland, Maine 04112-4510

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that we, **SHIRLEY A LITTLEFIELD** and **SHERRY H. LITTLEFIELD** of 65 Pope Road, Windham, Maine 04062, for consideration paid, grants to **DIAMOND MEADOWS LLC**, a Maine limited liability company with a mailing address of c/o Coastal Realty Capital LLC, 4 City Center, 3rd Floor, Portland, Maine 04101, with **WARRANTY COVENANTS**, a certain lot or parcel of land, together any buildings thereon, located in the Town of Windham, County of Cumberland and State of Maine, more particularly described as follows:

A certain lot or parcel of land situated in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

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Thence, N 25°52'19" W, along the southerly sideline of said Portland Pipeline Company easement, a distance of 668.97 feet to a point on the easterly sideline of Albion Road, so-called;

Thence, S 30°23'34" W, along the easterly sideline of Albion Road, a distance of 322.03 feet to the northerly corner of land now or formerly of Vincent L. Janney as described in an instrument recorded in said Registry of Deeds in Book 31564, Page 300, and a 5/8" capped rebar to be set;

Thence, S 52°04'10" E, along the land now or formerly of Janney, a distance of 405.00 feet to a 5/8" capped rebar 14" tall marked #586;

Thence, S 35°35'44" W, along the land now or formerly of Janney, a distance of 200.00 feet to a 5/8" capped rebar to be set;

Thence, N 52°04'10" W, along the land now or formerly of Janney, a distance of 405.00 feet to the easterly sideline of Albion Road;

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Thence, southwesterly, southerly and southeasterly along the easterly sideline of Albion Road on a curve to the left with a radius of 340.00 feet, and an arc distance of 270.62 feet to a point of tangency;

Thence, S 10°00'30" E, along the easterly sideline of Albion Road, a distance of 677.60 feet to a point;

Thence, S 21°50'17" E, along the easterly sideline of Albion Road at the intersection of the northerly sideline of Pope Road, a distance of 100.65 feet to a point;

Thence, S 49°18'07" E, along the northerly sideline of Pope Road, a distance of 106.22 feet to a point;

Thence, S 54°12'14" E, along the northerly sideline of Pope Road, a distance of 682.32 feet to a 5/8" capped rebar 6" tall marked #1076 and the point of beginning.

The above-described premises are more particularly depicted on an unrecorded plan entitled "Ruby Meadows Subdivision on Albion Road & Pope Road in Windham, Maine" made for Paul Hollis by Wayne T. Wood & Co., dated June 2018, Job No. 218035 (the "Ruby Meadows Plan"), and consists of approximately 29.58 acres of land. Further reference is made to an unrecorded plan entitled "Boundary Survey Albion Road & Pope Road, Windham, Maine" made for Shirley A. Littlefield by Survey, Inc., dated May 20, 2011.

Being a portion of the premises conveyed to Shirley A. Littlefield and Sherry H. Littlefield by virtue of the Warranty Deed from Shirley A. Littlefield, dated September 8, 2014 and recorded at the Cumberland County Registry of Deeds in Book 31910, Page 207.

RESERVING, however, to Shirley A. Littlefield and Sherry H. Littlefield, their heirs, successors and assigns, a perpetual 50 foot wide right of way and easement over Viola Lane, so-called, depicted on the Ruby Meadows Plan, being more particularly described as follows:

Beginning at a point located N 21°45'04" W, a distance of 338.19 feet from the northeasterly corner of the above-described premises, and a 5/8" capped rebar to be set;

Thence, N 21°45'04" W, a distance of 50.00 to a point;

Thence, S 68°14'56" W, a distance of 167.66 feet to a point;

Thence, along a curve to the right with a radius of 225.00 feet, and an arc distance of 184.02 feet to a point of tangency;

Thence, N 64°53'32" W, a distance of 271.65 feet to a point;

Thence, along a curve to the left with a radius of 275.00 feet, and an arc distance of 168.55 feet to a point of tangency;

Thence, S 79°59'30" W, a distance of 211.82 feet to the easterly sideline of Albion Road;

Thence, S 10°00'30" E, a distance of 50.00 feet to a point;

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Thence, S 64°53'32" E, a distance of 271.65 feet to a point;

Thence, along a curve to the left with a radius of 275.00 feet, and an arc distance of 224.9 feet to a point of tangency;

Thence N 68°14'56" E, a distance of 57.66 feet;

Thence, S 21°45'04" E, a distance of 50.00 feet;

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Thence, N 21°45'04" W, a distance of 50.00 feet;

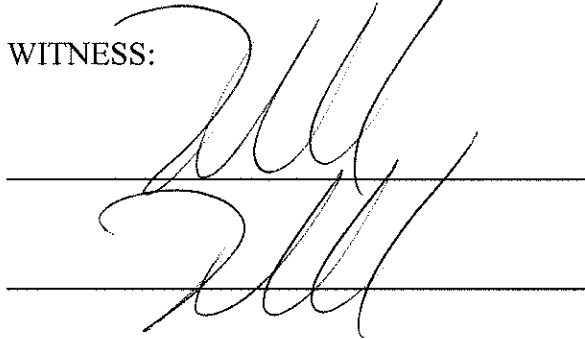
Thence, N 68°14'56" E, a distance of 60.00 feet to the point of beginning.

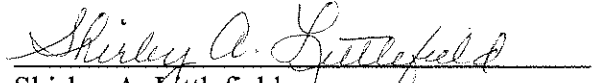
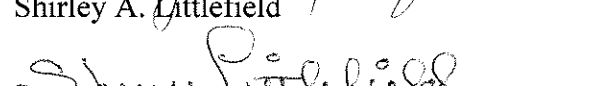
The foregoing right of way and easement over Viola Lane is reserved for vehicular and pedestrian ingress and egress, and the installation, transmission and use of any and all utilities, from Albion Road to the remaining land of Shirley A. Littlefield and Sherry H. Littlefield, as described in that instrument date September 8, 2014 and recorded at the Cumberland County Registry of Deeds in Book 31910, Page 207, and generally for all customary uses of and improvements accessory to a public street.

The annual costs of snow plowing and removal, maintenance, repairs and replacement of Viola Lane, together with any improvements located within Viola Lane, as located, now or in the future, on and serving both the above-described parcel and the remaining land of Shirley A. Littlefield and Sherry H. Littlefield, shall be estimated for each year and prorated on a mutually agreed basis, but nevertheless based upon the amount of usage of Viola Lane, which may vary in use or intensity of use from time to time.

IN WITNESS WHEREOF, Shirley A. Littlefield and Sherry H. Littlefield have set their hands and seals this 28th day of September, 2018.

WITNESS:




Shirley A. Littlefield

Sherry H. Littlefield

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

September 28, 2018

Then personally appeared the above-named Shirley A. Littlefield and Sherry H. Littlefield, and acknowledged the foregoing instrument to be their free acts and deeds.

Before me,



Notary Public
Print Name: Nicholas J. O'Meara, II
My Commission Expires: _____

Received
Recorded Register of Deeds
Oct 03, 2018 01:01:14P
Cumberland County
Nancy A. Lane

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the records of formation, amendment, and cancellation of articles of organization of limited liability companies and annual reports filed by the same.

I further certify that RUBY MEADOWS LLC. is a duly formed limited liability company under the laws of the State of Maine and that the date of formation is March 26, 2018.

I further certify that said limited liability company has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the articles of organization and that according to the records in the Department of the Secretary of State, said limited liability company is a legally existing limited liability company in good standing under the laws of the State of Maine at the present time.



In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed, given under my hand at Augusta, Maine, this fourth day of December 2018.

A handwritten signature in black ink, appearing to read "Matthew Dunlap".

Matthew Dunlap
Secretary of State

LIMITED LIABILITY COMPANY

STATE OF MAINE

STATEMENT OF CORRECTION
(for a Maine or Foreign LLC)

Ruby Meadows LLC

(Name of Maine or Foreign Limited Liability Company)

Filing Fee \$50.00

File No. 20185155DC Pages 3
Fee Paid \$ 50
DCN 2183382260014 CORR
---FILED---
12/04/2018

Julie L. Flynn
Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 31 MRSA §1675, the undersigned limited liability company executes and delivers for filing this statement of correction:

FIRST: On 11/7/2018 the Secretary of State filed a document delivered for filing by the undersigned
(filing date)

limited liability company entitled: Certificate of cancellation
(i.e. Application for Authority to do Business, Assumed Name, etc.)

SECOND: Said document is an incorrect or inaccurate record of the action therein referred to, or was defectively or erroneously executed, sealed or acknowledged.

THIRD: The incorrect or inaccurate information to be corrected and the reason it is incorrect or inaccurate or the manner in which the signing was defective is described as follows:

Cancellation filed in error

FOURTH: The correction of the incorrect or inaccurate information or the correction to the manner in which the signing was defective is described as follows:

original Ruby Meadows LLC
reinstated and now in existence!

FIFTH:

The statement of correction is effective retroactively as of the effective date of the record the statement corrects, but the statement is effective when filed as to persons that previously relied on the uncorrected record and would be adversely affected by the retroactive effect.

***Authorized person**

DATED

12/4/18

Paul C. Halls

(signature)

PAUL C. HALLS (member/owner)

(type or print name and capacity)

***Authorized person**

(signature)

(type or print name and capacity)

***Pursuant to 31 MRSA §1676.1B, this certificate MUST be signed by a person authorized by the limited liability company.**

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

Secretary of State

Division of Corporations, UCC and Commissions

101 State House Station

Augusta, ME 04333-0101

Telephone Inquiries: (207) 624-7752 Email Inquiries: CEC.Corporations@Maine.gov

LIMITED LIABILITY COMPANY

STATE OF MAINE

CERTIFICATE OF CANCELLATION
(for a Maine LLC)

Ruby Meadows LLC

(Name of Limited Liability Company)

Filing Fee \$75.00

File No. 20185155DC Pages 1
Fee Paid \$ 75
DCN 2183112260039 CANC
FILED
11/07/2018

Julie L. Flynn
Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 31 MRSA §1533.2, the undersigned hereby executes and delivers the following certificate of cancellation:

FIRST: The date the limited liability company's original certificate of formation was filed: 3/20/18

SECOND: The limited liability company is dissolved and the date of dissolution (if known) is: _____

THIRD: The effective date of the cancellation shall be (Please check one):

☒ the date of filing of this certificate or

☐ the future effective date as follows: _____

(Notice: upon filing this Certificate, the limited liability company shall be removed from the active records of the Secretary of State on the effective date.)

FOURTH: Any other information the person filing the certificate of cancellation determines necessary, if any, is set forth in Exhibit _____ attached and made a part hereof.

*Authorized Signature(s)

Paul C. Hollis

(signature)

DATED

11/07/18

PAUL C. HOLLIS (member)

(type or print name and capacity)

(signature)

(type or print name and capacity)

**Pursuant to 31 MRSA §1676.1.B or 31 MRSA §1676.1.C, this document MUST be signed by a person authorized by the limited liability company or if filed on behalf of a dissolved limited liability company that has no members, this document must be signed by the person winding up the limited liability company's activities under 31 MRSA §1597.1 or a person appointed under section 31 MRSA §1598.2.

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752

Email Inquiries: CEC.Corporations@Maine.gov