

Documents Concerning Island Rover

Exhibit 1: **Consent Order dated September 9, 2014, CV-14-28 (Cumb. Co. Sup. Ct.)**
(requiring moving or removal of Island Rover Vessel to a conforming location no later than September 9, 2016, with consequences for failure to comply, including transfer of certain real property (O Bucknam Road, Tax Map 5, Lot 30) and Vessel to Town if non-compliant).

Exhibit 2: **Consent Agreement dated January 26, 2010**
(requiring permanent removal of Island Rover Vessel no later than three years after January 26, 2010).

Exhibit 3: **Consent Agreement dated February 15, 2005**
(requiring permanent removal of Island Rover Vessel no later than five years after February 15, 2005).

Exhibit 4: **Mortgage on O Bucknam Road, Tax Map 5, Lot 30, dated December 1, 2016**
(Island Rover Foundation granting \$250,000 mortgage to Carter Becker in December 2016 on O Bucknam Road).

Exhibit 5: **UCC Financing Statement and Security Interest dated of or near June 6, 2016**
(Island Rover Foundation granting security interest in Island Rover Vessel to Falls Point Marine, Inc.)

Exhibit 6: **Bill of Sale dated September 8, 2016**
(Bill of Sale for Island Rover Vessel dated September 8, 2018 from Harold Arndt to Carter Becker, resulting in asserted joint tenancy ownership for Vessel)

Exhibit 1

STATE OF MAINE
Cumberland, ss, Clerk's Office

STATE OF MAINE
CUMBERLAND, ss.

SEP 02 2014

SUPERIOR COURT
CIVIL ACTION
Docket No. CV-14-28

RECEIVED

TOWN OF FREEPORT,

Plaintiff

v.

ISLAND ROVER FOUNDATION,

Defendant

CONSENT ORDER

This matter is before the Court on the Town of Freeport's Complaint dated January 10, 2014, seeking enforcement of Consent Agreements between the Town and Island Rover Foundation regarding the completion of a large steel vessel on the Foundation's property.

The parties engaged in mediation on June 26, 2014 before the Honorable John David Kennedy. The parties reached an agreement on the matter with the significant points being the removal of the vessel outside of the jurisdiction of the Town of Freeport or to a conforming site within the Town of Freeport on or before September 9, 2016; the Foundation providing the Town of Freeport security for the removal of the vessel by the required date; and the Town executing letters acceptable to both the Town and the Foundation to potential donors of the Foundation, potential contractors of the Foundation, and to the Foundation encouraging completion of the Island Rover project. A Memorandum of Agreement was prepared and executed June 26, 2014 and is attached hereto as Exhibit A.

The Memorandum of Agreement, in addition, required the Town and the Foundation to prepare a final draft agreement in the form acceptable to both the Foundation and the Town, which is herein called, "Supplemental Memorandum of Agreement" and is attached hereto as Exhibit B.

The Supplemental Memorandum of Agreement clarifies the details of the settlement; most notably

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SEP 05 2014

interim benchmarks in 2014, 2015, and 2016. Attached to the Supplemental Memorandum of Agreement are the following:

1. A warranty deed from the Island Rover Foundation to the Town of Freeport for the Foundation's property and a Bill of Sale for the Island Rover. The warranty deed and bill of sale are to be delivered to Mediator Kennedy in escrow pending either completion of the terms of the settlement or delivery to the Town.
2. Also attached is a Real Estate Transfer Tax Declaration which would allow recording of the Deed.
3. Finally, attached are the three letters executed by the Town of Freeport to be available for distribution to contributors, contractors, and the letter already delivered to the Island Rover Foundation.

THE ENTRY SHALL BE:

1. The Parties settlement of this matter as outlined in the Memorandum of Agreement and the Supplemental Memorandum of Agreement is approved.
2. The Parties are ORDERED to complete their obligations under the Agreement as outlined.
3. The Town of Freeport v. Island Rover Foundation, Cumberland County Civil Action Docket No. CV-14-28 is dismissed with prejudice and without costs to either party.

DATED: 9/2/14



JUSTICE, SUPERIOR COURT.



MEMORANDUM OF AGREEMENT

The parties in the litigation of *Town of Freeport v. Island Rover Foundation*, Cumberland County Superior Court, Docket No. CV-14-028 have reached preliminary agreement subject to a further more detailed agreement flushing out the details of this structure and also explicitly subject to ratification by the Town Council of the Town of Freeport and the Board and President of the Island Rover Foundation which would finally resolve this litigation and all related matters on the following terms:

1. The Island Rover, an approximately 90 foot long steel vessel, currently under construction by the foundation would be finally removed from the property on which it now sits to a site outside of the jurisdiction of the Town of Freeport or a conforming site within the Town of Freeport on or before September 9, 2016. This deadline is fixed and not to be extended except for:

a. an act of God which interferes with the construction process at which point the deadline will be equitably extended only and so far as is necessary to add time to recover from such act of God or;

b. a minor extension agreed to by both parties to cover short term problems such as weather or tides, in any event, not to exceed thirty (30) days.

2. The Town of Freeport will receive a recordable security interest in the land on which the vessel now sits and a UCC 1 or other security interest acceptable to the Town in the vessel which security interests will be self executing without need for further action by the Town Counsel or the Court if either of the final deadlines or the benchmarks subsequently agreed to are not met.

3. There will be interim benchmarks; one in 2014, two in 2015 and one in 2016, as to be further agreed by the Town and the Foundation by which the Town can measurably assess

progress towards the completion date of September 9, 2016, and if those interim benchmarks are not met in a material manner, the Town may take action to enforce its security interest in either the land or the vessel or both, except for events under paragraph 1(a) or 1(b).

4. The Town will execute letters acceptable to both the Town and the Foundation which will make clear that the Town will hold harmless any potential donors for liability under this agreement or the previous consent agreements executed by the Town and the Foundation and/or Captain Arndt and a similar letter for contractors, which shall not relieve any contractor from its ordinary obligations under state and local environmental and other laws and ordinances. The Town will issue a letter to the Foundation which can be used by the Foundation in fund raising indicating its encouragement for completion of the Island Rover Project.

5. After final ratification of this agreement, the Town will refund the \$5,000 plus interest, if accrued, it currently holds in escrow to the Foundation which funds shall be used for progress towards substantial completion of this project.

6. The Town agrees to provide technical support with regard to any permitting issues that may arise and, to the extent allowed by law will support any permitting applications necessary for third party permits such as the Department of Environmental Protection, Department of Marine Resources or the Department of Transportation or other third parties.

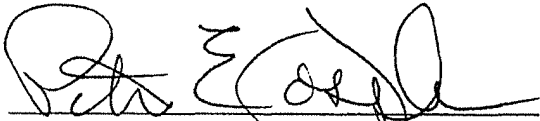
7. A draft final agreement in a form acceptable to both the Foundation, and its attorney, and the Town Manager, and its attorney, will be prepared by July 14, 2014 and the parties to the negotiation agree to good faith support of the adoption of a final agreement by their respective principals.

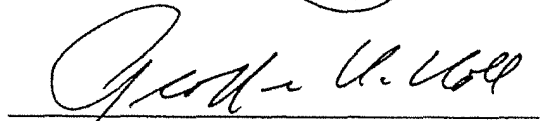
8. Once final approval is obtained by both parties, the final agreement will be incorporated into a consent judgment to be filed with the Court, at which point the pending


litigation will be dismissed with prejudice as to events occurring on or before the date of final acceptance by both parties, and without prejudice to any future rights to either party may have arising out of future events not related to this agreement.

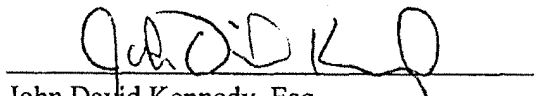
9. In the event that the final agreement is not approved by the respective principals, the parties may agree, if both choose to do so, to return to mediation, or in the event of a lack of agreement to do so, the pending case shall proceed in the ordinary course to final resolution.

Executed this 26th day of June, 2014


Town of Freeport, Peter Joseph, Town Manager


Geoffrey H. Hole, Esquire, Attorney for Town of Freeport


Harold Arndt, President, Island Rover Foundation


John David Kennedy, Esq.
Mediator



STATE OF MAINE
CUMBERLAND, ss.

SUPERIOR COURT
CIVIL ACTION
Docket No. CV-14-28

TOWN OF FREEPORT,)
)
Plaintiff)
)
v.)
)
ISLAND ROVER FOUNDATION,)
)
Defendant)

**SUPPLEMENTAL MEMORANDUM
OF AGREEMENT**

A Memorandum of Agreement between the Town of Freeport and the Island Rover Foundation was executed June 26, 2014. That Agreement envisioned a Supplemental Agreement “fleshing out the details” of this Agreement. Accordingly, the Town of Freeport and the Island Rover Foundation supplement the June 26, 2014 Agreement as follows:

1. Paragraph 2 of the Memorandum deals with self-executing security interests in the land of the Island Rover Foundation and in the vessel. This will be accomplished in two ways. The self-executed security interests in the real estate will be in the form of two documents. The first document will be a Warranty Deed from the Island Rover Foundation to the Town of Freeport which will be delivered in escrow to Mediator John David Kennedy. The deed and the Declaration are attached hereto as Exhibit A and Exhibit B. A Declaration of Value will accompany the Deed so that Deed can be recorded. The Deed is to be held in escrow pending either the Island Rover Foundation’s completion of its obligations under the Memorandum of Agreement and this Agreement, in which case it shall be destroyed. If the Island Rover does not complete its obligations, the deed and declaration shall be delivered to the Town of Freeport for recording.
2. The second document will be a Bill of Sale for the Island Rover which will be delivered in escrow to Mediator John David Kennedy. The Bill of Sale is to be held in escrow pending either the Island Rover Foundation’s completion of its obligations under the Memorandum

of Agreement and this Agreement in which case it shall be destroyed. If the Island Rover Foundation does not complete its obligations, the Bill of Sale shall be delivered to the Town of Freeport.

3. There will be interim benchmarks in 2014, 2015, and 2016. The benchmark in 2014 will be November 30, 2014, and substantively will be preparation of the hull and site for welding, as certified to be so, by the Foundation's selected welding contractor, to include:

- a. Selection of the welding contractor.
- b. Selection of the welding inspector, selection of the welding inspection standard to be utilized and performed to, and selection of the welding procedure for sequence welding to manage heat and hull stress.
- c. Removal of physical obstructions and stored materials to facilitate and for safety in the operation of a snorkel lift.
- d. Removal of fire hazard materials such as tree leaves and wooden staging planks from the immediate vessel area for fire safety.
- e. Definition of the procedure for welding seam preparation at the moment of welding -
i.e. slag removal, cleaning, grinding, final weld surface prep.

The benchmarks in 2015 will be April 30, 2015 and November 30, 2015. The Substantive benchmarks will be selecting the contractors and selecting a site for launch, respectively. The benchmark in 2016 will be April 30, 2016, and substantively will be the submission of all applications for permits required to move and launch the Island Rover, allowing sufficient lead time to ensure permit issuance by the specified launch date.


4. The Town will execute the following letters which the Foundation can deliver to potential donors and to its contractors. The letters are attached as Exhibit C and Exhibit D.

5. The Town will issue another letter to the Foundation which the Foundation can distribute to potential donors to the Foundation indicating the Town's encouragement for the completion of the project. The letter is attached as Exhibit E.

Dated at Freeport, Maine this 21st day of August, 2014.



Peter E. Joseph, Town Manager
TOWN OF FREEPORT



Harold Arndt, President
ISLAND ROVER FOUNDATION

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the **Island Rover Foundation**, a nonprofit corporation, with an address of 93 Maquoit Drive, Town of Freeport, County of Cumberland, and State of Maine 04032, for consideration paid, grants to **Town of Freeport, Maine**, a municipal corporation, with an address of 31 Main Street, Town of Freeport, County of Cumberland, and State of Maine 04032, with WARRANTY COVENANTS, that certain parcel of land situated in the Town of Freeport, County of Cumberland and State of Maine, described as follows:

Being lots numbered one hundred sixty-seven (167) and one hundred seventy-seven (177) inclusive as shown on plan of lots of Flying Point, made by E. A. Rand, surveyor, dated May 25, 1933, and recorded in the Cumberland County Registry of Deeds, Plan Book 21, Page 45.

Being part of the premises conveyed to Chester D. Swan by Everett B. Byram dated May 1, 1933, recorded in Cumberland Registry of Deeds, Book 1420, page 159.

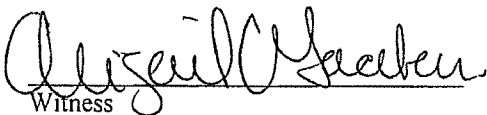
Together with the fee so far as we have the right to convey the same of all the street and ways shown on said plan, in common with the owners of the other lots shown on said plan and subject to the right of all the said lot owners to make any customary use of said streets and ways.

Reference is made to a deed from Chester D. Swan to Kenneth Bailey and Leah H. Bailey, dated January 31, 1956, recorded in Cumberland Registry of Deeds in Book 2275, page 182; and a deed from Leah H. Bailey to Hulda G. Bailey and David H. Bailey dated Oct 22, 1977, recorded in Cumberland Registry of Deeds in Book 4133, page 235.

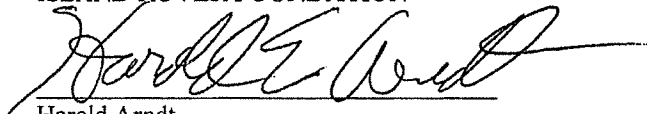
Reference is made to a deed from Hulda G. Bailey and David H. Bailey to Dorothy Ann Arndt, Christine Lynn Arnt, Carolyn Joyce Arndt and Elizabeth Jean Arndt dated January 26, 1981 recorded in Cumberland Registry of Deeds in Book 4739, page 298.

Reference is also made to a deed from Dorothy Ann Bowie (formerly Arndt), Christine Lynn Labbe (formerly Arndt), Carolyn Joyce Sweet (formerly Arndt), Elizabeth Jean Arndt to Harold B. Arndt, which adds Harold E. Arndt as unequal share owner.

The above lots are also designated on Town of Freeport Maps as Lot #30, on Map #5.


Witness

ISLAND ROVER FOUNDATION


Harold Arndt
Its President

Alison C. Yeater.
Witness

Peter Joseph
Peter Joseph
Its Town Manager

State of Maine
County of Cumberland

Date: 8/21, 2014

Then personally appeared the above named Harold Arndt in his capacity as President of the Island Rover Foundation, a nonprofit corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said nonprofit corporation.

Before me,

Judith Hawley
Notary Public

Printed Name: Judith Hawley
My Commission Expires: 01/16/2015

JUDITH HAWLEY
Notary Public, Maine
My Commission Expires January 16, 2015



12RETTD
RETTD

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**MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION**

TITLE 36, M.R.S.A. SECTIONS §§4641-4641N

Print

Clear Form

1. County

CUMBERLAND

2. Municipality/Township

FREEPORT, MAINE

3. GRANTEE/
PURCHASER

3a) Name LAST or BUSINESS, FIRST, MI

ISLAND ROVER FOUNDATION

3b) SSN or Federal ID

01-6000170

3c) Name, LAST or BUSINESS, FIRST, MI

3d) SSN or Federal ID

3e) Mailing Address

93 MAQUOIT DRIVE

3f) City

FREEPORT

3g) State

ME

3h) Zip Code

04032

4. GRANTOR/
SELLER

4a) Name, LAST or BUSINESS, FIRST, MI

TOWN OF FREEPORT

4b) SSN or Federal ID

4c) Name, LAST or BUSINESS, FIRST, MI

4d) SSN or Federal ID

4e) Mailing Address

30 MAIN STREET

4f) City

FREEPORT

4g) State

ME

4h) Zip Code

04032

5. PROPERTY

5a) Map

6

Block

Lot

1-3

Sub-Lot

5b) Type of property—Enter the code number that best describes the property being sold. (See instructions)→

Check any that apply:

☐ No tax maps exist

☐ Multiple parcels

☐ Portion of parcel

5d) Acreage

5c) Physical Location

6. TRANSFER TAX

6a) Purchase Price (If the transfer is a gift, enter "0")

6a

.00

6b) Fair Market Value (enter a value **only** if you entered "0" in 6a) or if 6a) was of nominal value)

6b

.00

6c) Exemption claim - ☐ Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.

7. DATE OF TRANSFER (MM-DD-YYYY)

MONTH DAY YEAR

8. WARNING TO BUYER—If the property is classified as Farmland, Open Space, Tree Growth, or Working Water-front a substantial financial penalty could be triggered by development, subdivision, partition or change in use.

☐ CLASSIFIED

9. SPECIAL CIRCUMSTANCES—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain:

10. INCOME TAX WITHHELD—Buyer(s) not required to withhold Maine income tax because:

- ☐ Seller has qualified as a Maine resident
☐ A waiver has been received from the State Tax Assessor
☐ Consideration for the property is less than \$50,000
☐ Foreclosure Sale

11. OATH

Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:

Grantee Town of Freeport

Date

8/21/14

Grantor

Island Rover Foundation

Date

8/21/14

12. PREPARER

Name of Preparer

Geoffrey H. Hole, Esq.

Phone Number

207-774-1200

Mailing Address

Bernstein Shur

E-Mail Address

ghole@bernsteinshur.com

100 Middle St., Portland, ME 04104

Fax Number

207-774-1200

<http://www.maine.gov/revenue/propertytax/transferfax/transferfax.htm>

BILL OF SALE

For consideration, sold to the Town of Freeport, Maine one Murray G. Peterson Associates Design #2475 Auxiliary Cruising Schooner Coast Guard Official Number 124467.

Dated: _____, 2014

ISLAND ROVER FOUNDATION

By: _____
Harold Arndt, Its President



TOWN OF FREEPORT, MAINE

Town Manager's Office
30 Main Street
Freeport, ME 04032

Phone: 207-865-4743 x.121
Email: pjoseph@freeportmaine.com

July 25, 2014

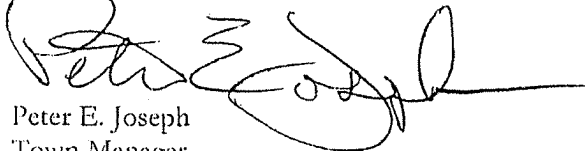
RE: Island Rover Foundation Contribution

To Whom It May Concern,

The Town of Freeport is pleased to announce that the legal situation between the Town of Freeport and the Island Rover Foundation has been brought to a satisfactory conclusion.

The purpose of this letter is to indicate to you, a potential donor to the Island Rover Foundation, that the Town of Freeport will make no claim against you for contributions to the Island Rover Foundation, and will make no claim against you in any way related to the consent agreements between the Island Rover Foundation and the Town of Freeport.

Sincerely,



Peter E. Joseph
Town Manager



TOWN OF FREEPORT, MAINE

Town Manager's Office
30 Main Street
Freeport, ME 04032

Phone: 207-865-4743 x.121

Email: pjoseph@freeportmaine.com

July 25, 2014

RE: Island Rover Foundation Labor and Materials

To Whom It May Concern,

The Town of Freeport is pleased to announce that the legal situation between the Town of Freeport and the Island Rover Foundation has been brought to a satisfactory conclusion.

The purpose of this letter is to indicate to you that the Town of Freeport will not make any claim against you for furnishing labor or providing materials for the construction of the Island Rover, and will make no claim against you in any way related to the consent agreements between the Island Rover Foundation and the Town of Freeport.

You of course must still comply with all relevant state and local environmental laws, as well as all other relevant statutes, ordinances, and case law.

Sincerely,


Peter E. Joseph
Town Manager



TOWN OF FREEPORT, MAINE

Town Manager's Office
30 Main Street
Freeport, ME 04032

Phone: 207-865-4743 x.121
Email: pjoseph@freeportmaine.com

July 25, 2014

To Whom It May Concern,

The Town of Freeport is pleased to announce that the legal situation between the Town of Freeport and the Island Rover Foundation has been brought to a satisfactory conclusion.

This satisfactory conclusion is outlined in a mutually beneficial mediated agreement, which has been enthusiastically endorsed by both the Freeport Town Council and the Island Rover Foundation. We believe that through this agreement we have reached a common understanding, and that a mutual goal of achievement now exists between both parties.

The Town of Freeport is hopeful that this renewed spirit of agreement, understanding, and cooperation will help the Island Rover Foundation to progress more rapidly in its work. In keeping with this spirit of cooperation, the Town of Freeport has also volunteered to provide technical assistance wherever possible, and we are hopeful that this will allow the Foundation to ultimately be successful in its goal of launching the Island Rover - which is now the shared goal of both parties.

Sincerely,

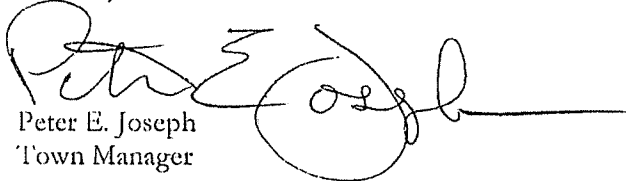

Peter E. Joseph
Town Manager

Exhibit 2

CONSENT AGREEMENT

This Consent Agreement is entered into this 26th day of January 2010 between the Town of Freeport, Maine (hereinafter "the Town") and Island Rover Foundation (hereinafter the "Foundation").

Whereas, the Foundation owns real property located on the Bucknam Road in Freeport, Maine also identified as Assessor's Map 5, Lots 15, 30 and 31 (hereinafter the "Foundation Property"); and

Whereas, the Town has in effect, at all times relevant hereto, a zoning ordinance (hereinafter "the Ordinance") governing land uses in Freeport, including land uses on the Foundation Property; and

Whereas, the Foundation Property is located within the Medium Density Residential District 1 ("MDR-I") zone under the terms of the Ordinance.

Whereas, the Foundation has permitted, and currently permits, a large boat to be situated on the Foundation Property, which boat is under construction, and the Foundation has stored and is storing on the Foundation Property various materials, some of which may be used in the construction of the boat; and

Whereas, the Town has notified the Foundation that the storage and manufacture of the boat on the Foundation Property constitutes a manufacturing use that is not permitted in the MDR-I zone, in violation of the Ordinance, and that the storage of materials on the Foundation Property constitutes a junkyard and is not a permitted use, in further violation of the Ordinance; and

Whereas, the Town, through its Codes Enforcement Officer, is authorized under the Ordinance to enforce the Ordinance and to bring legal proceedings to compel the Foundation to cease all violations of the Ordinance; and

Whereas, the Town and the Foundation desire to resolve this dispute and to provide, in this Consent Agreement, for the resolution of all pending Ordinance violations on the Foundation Property.

Now therefore, the Town and the Foundation agree as follows:

1. The Foundation is currently in violation of the Ordinance in that the boat construction on the Foundation Property is a manufacturing use that is not permitted on the MDR-I zone and the storage of materials on the Foundation Property constitutes a junkyard that is not permitted in the MDR-I zone.
2. The Foundation will complete all construction of the boat on the Foundation Property within three (3) years of the date of this Consent Agreement and will by that date permanently remove the boat from the Foundation Property. By such date, all stored materials on the Foundation Property shall be permanently removed and the Foundation will permit the Foundation Property to revert to its natural state until such time as the Town issues permits for any future lawful development of the Foundation Property.
3. Other than completing construction of the existing boat, the Foundation will not engage in any other construction or manufacturing activities on the Foundation Property.

4. The Foundation will immediately begin removal of all excess materials on the Foundation Property not necessary for ongoing work related to completion of construction of the boat ("Excess Materials"), and will complete removal of all such Excess Materials within 6 months. Within ninety (90) days of the date of this Consent Agreement, the Foundation will submit to the Codes Enforcement Officer a list that identifies all such Excess Materials, as well as all personal property of Harold Arndt stored on the Foundation Property, and upon approval of the list by the Codes Enforcement Officer, such list will become an exhibit to this Consent Agreement and will become a part hereof. Personal property of Harold Arndt stored on Foundation property is exempt from this 6 month requirement; however, this personal property will be removed before the 3 year time frame is up. The Foundation will immediately cease receiving or storing on the Foundation Property any materials for resale and will bring the Foundation Property into compliance with the Town's Zoning Ordinance and all other Town Ordinances. The Foundation will provide periodic written updates to the Codes Enforcement Officer every six (6) months on the status of completion of construction of the boat and the removal of materials from the Foundation Property.
5. The Foundation will comply promptly and in full with any outstanding or future requests, directives or orders of the Maine Department of Environmental Protection (DEP) related to the Foundation Property including those identified in the DEP letter attached hereto as Exhibit B. In the event the DEP issues any future requests, directives or orders, the Foundation will comply within 90 days thereof.
6. The Foundation will withdraw it's current application to the staff review board for a school on the Foundation Property.
7. The Foundation will comply with the directives of the Freeport Fire Chief regarding public tours and the creation and maintenance of a storage facility for hazardous material, see attached. The portion of the way known as Bucknam Road that crosses the Foundation Property will be kept clear of obstructions allowing fire equipment free access at all times.
8. In the event the Foundation violates any of the terms of this Consent Agreement, the Town may immediately bring an action in court to enforce the Ordinance and the terms of this Consent Agreement, and the Foundation shall be subject to injunctive relief and penalties in the amount of \$100/day for each day the violation exists, beginning on the date the Town notifies the Foundation in writing of the violation and shall be liable for the Town's costs, including reasonable attorneys fees, incurred in any such enforcement action.
9. The obligations set forth in this Consent Agreement are obligations of the Foundation, its successors and assigns, and are not restricted to the Foundation's current President. In the event of a conveyance of the Foundation Property, all such obligations shall apply to any assignee of the Foundation Property and shall continue to be obligations of the Foundation.

10. To secure its timely and complete performance of its obligations under this Consent Agreement, the Foundation will, within thirty (30) days of the date of this Consent Agreement, provide the Town with an escrow account held by the Town, in the amount of five thousand dollars (\$5,000).

Dated: January 26, 2010

Island Rover Foundation

Caroline Lee

Witness

Harold E. Arndt

By: Harold E. Arndt
Its President

Caroline Lee

Witness

Dale Olmstead

By: Dale Olmstead
Its Town Manager

Exhibit 3

CONSENT AGREEMENT

This Consent Agreement is entered into this 15th day of February 2005 between the Town of Freeport, Maine (hereinafter "the Town") and Island Rover Foundation (hereinafter the "Foundation").

Whereas, the Foundation owns real property located on the Bucknam Road in Freeport, Maine also identified as Assessor's Map 5, Lots 15, 30 and 31 (hereinafter the "Foundation Property"); and

Whereas, the Town has in effect, at all times relevant hereto, a zoning ordinance (hereinafter "the Ordinance") governing land uses in Freeport, including land uses on the Foundation Property; and

Whereas, the Foundation Property is located within the Medium Density Residential District 1 ("MDR-I") zone under the terms of the Ordinance.

Whereas, the Foundation has permitted, and currently permits, a large boat to be situated on the Foundation Property, which boat is under construction, and the Foundation has stored and is storing on the Foundation Property various materials, some of which may be used in the construction of the boat; and

Whereas, the Town has notified the Foundation that the storage and manufacture of the boat on the Foundation Property constitutes a manufacturing use that is not permitted in the MDR-I zone, in violation of the Ordinance, and that the storage of materials on the Foundation Property constitutes a junkyard and is not a permitted use, in further violation of the Ordinance; and

Whereas, the Town, through its Codes Enforcement Officer, is authorized under the Ordinance to enforce the Ordinance and to bring legal proceedings to compel the Foundation to cease all violations of the Ordinance; and

Whereas, the Town and the Foundation desire to resolve this dispute and to provide, in this Consent Agreement, for the resolution of all pending Ordinance violations on the Foundation Property.

Now therefore, the Town and the Foundation agree as follows:

1. The Foundation is currently in violation of the Ordinance in that the boat construction on the Foundation Property is a manufacturing use that is not permitted on the MDR-I zone and the storage of materials on the Foundation Property constitutes a junkyard that is not permitted in the MDR-I zone.
2. The Foundation will complete all construction of the boat on the Foundation Property within five (5) years of the date of this Consent Agreement and will by that date permanently remove the boat from the Foundation Property. By such date, all stored materials on the Foundation Property shall be permanently removed and the Foundation will permit the Foundation Property to revert to its natural state until such time as the Town issues permits for any future lawful development of the Foundation Property.
3. Other than completing construction of the existing boat, the Foundation will not engage in any other construction or manufacturing activities on the Foundation Property.

4. The Foundation will immediately begin removal of all excess materials on the Foundation Property not necessary for ongoing work related to completion of construction of the boat ("Excess Materials"), and will complete removal of all such Excess Materials within 6 months. Within ninety (90) days of the date of this Consent Agreement, the Foundation will submit to the Codes Enforcement Officer a list that identifies all such Excess Materials, as well as all personal property of Harold Arndt stored on the Foundation Property, and upon approval of the list by the Codes Enforcement Officer, such list will become an exhibit to this Consent Agreement and will become a part hereof. Personal property of Harold Arndt stored on Foundation property is exempt from this 6 month requirement; however, this personal property will be removed before the 5 year time frame is up. The Foundation will immediately cease receiving or storing on the Foundation Property any materials for resale and will bring the Foundation Property into compliance with the Town's Zoning Ordinance and all other Town Ordinances. The Foundation will provide periodic written updates to the Codes Enforcement Officer every six (6) months on the status of completion of construction of the boat and the removal of materials from the Foundation Property.
5. The Foundation will comply promptly and in full with any outstanding or future requests, directives or orders of the Maine Department of Environmental Protection (DEP) related to the Foundation Property including those identified in the DEP letter attached hereto as Exhibit B. In the event the DEP issues any future requests, directives or orders, the Foundation will comply within 90 days thereof.
6. The Foundation will withdraw it's current application to the staff review board for a school on the Foundation Property.
7. The Foundation will comply with the directives of the Freeport Fire Chief regarding public tours and the creation and maintenance of a storage facility for hazardous material, see attached. The portion of the way known as Bucknam Road that crosses the Foundation Property will be kept clear of obstructions allowing fire equipment free access at all times.
8. In the event the Foundation violates any of the terms of this Consent Agreement, the Town may immediately bring an action in court to enforce the Ordinance and the terms of this Consent Agreement, and the Foundation shall be subject to injunctive relief and penalties in the amount of \$100/day for each day the violation exists, beginning on the date the Town notifies the Foundation in writing of the violation and shall be liable for the Town's costs, including reasonable attorneys fees, incurred in any such enforcement action.
9. The obligations set forth in this Consent Agreement are obligations of the Foundation, its successors and assigns, and are not restricted to the Foundation's current President. In the event of a conveyance of the Foundation Property, all such obligations shall apply to any assignee of the Foundation Property and shall continue to be obligations of the Foundation.

10. To secure its timely and complete performance of its obligations under this Consent Agreement, the Foundation will, within thirty (30) days of the date of this Consent Agreement, provide the Town with an irrevocable letter of credit, ~~in a form reasonably acceptable to the Town~~, in the amount of five thousand dollars (\$5,000).

*Open account
to be by the Town*

Dated: February 15, 2005

Island Rover Foundation

Judith Hawley

Witness

Harold E. Arndt

By: Harold E. Arndt
Its President

Judith Hawley

Witness

[Signature]

By:
Its

Exhibit 4

Short Form Mortgage Deed

0 Bucknam Road, Town of Freeport, County of Cumberland, State of Maine
Tax Map 5, Block 30

KNOW ALL PERSONS BY THESE PRESENTS, that ISLAND ROVER FOUNDATION with an assumed name of ISLAND ROVER INSTITUTE, a Maine non-profit corporation with IRS 501(c)(3) status and with a mailing address of 93 Maquoit Drive, Freeport ME 04032, for consideration paid by CARTER BECKER, an individual with a mailing address of 3 South Freeport Road, Freeport ME 04032, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, GIVE, BARGAIN, SELL, TRANSFER and MORTGAGE to said Carter Becker with mortgage covenants, to secure the payment of Two Hundred Fifty Thousand Dollars (\$250,000.00), together with interest, attorneys' fees, costs and other fees, the following described property:

Lots numbered one-hundred sixty-seven (167) through one-hundred seventy-seven (177) inclusive as shown on plan of lots of Flying Point, made by E.A. Rand, surveyor, dated May 25, 1933, and recorded in the Cumberland County Registry of Deeds, Plan Book 21, Page 45.

Being part of the premises conveyed to Chester D. Swan by Everett E. Byram by deed dated May 1, 1933, recorded in the Cumberland County Registry of Deeds, Book 1420, Page 159.

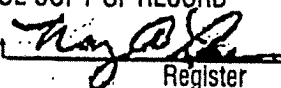
Reference is made to a deed from Dorothy Ann Bowie, Christine Lynn Labbe, Carolyn Joyce Sweet, Elizabeth Jean Arndt and Harold Edwin Arndt unto the said Island Rover Foundation and recorded in the Cumberland County Registry of Deeds, Book 19029, Page 149.

This mortgage is on the Statutory Condition, pursuant to 33 M.R.S. §§ 761, *et seq.*, including, without limitation, §§ 767, 768 and 769 of said Title 33 for breach of which the Grantee shall have the remedies provided by law including, without limitation, a statutory power of sale.

PROVIDED, NEVERTHELESS, that if the Grantor herein, its successors or assigns pays and performs or causes to be paid or performed and performs all of its obligations under this Mortgage, then this Mortgage Deed shall be void; otherwise this Mortgage Deed shall remain in full force.

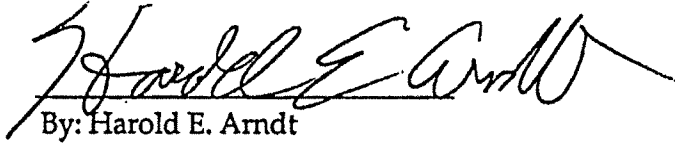
CUMBERLAND COUNTY
A TRUE COPY OF RECORD

Attest


Register

ISLAND ROVER FOUNDATION
also known as
ISLAND ROVER INSTITUTE

Date: December 1, 2016


By: Harold E. Arndt
Its: President

ACKNOWLEDGEMENT

State of Maine
Cumberland, ss.

December 1, 2016

Personally appeared before me Harold E. Arndt in his said capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Island Rover Foundation a/k/a Island Rover Institute.

Before me,



Attorney at Law / ~~Notary Public~~

Print name: David M Hirsch

My commission expires: _____

Received
Recorded Register of Deeds
Dec 02, 2016 08:45:39A
Cumberland County
Nancy A. Lane


State of Maine
Cumberland County Portland, Maine
I hereby certify that the foregoing is a true copy of
the record as found in Book 33657 Page 126
Cumberland County Registry of Deeds
Attest  Register

Exhibit 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



Maine Secretary of State

Filing Number:

20160606109000134-09

Filing Date and Time:

06/06/16 03:03 PM

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. E-MAIL CONTACT AT FILER [optional]
C. SEND ACKNOWLEDGEMENT TO: (Name and Address) <input type="checkbox"/> ONLINE FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one debtor name (1a or 1b)(use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any, part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

ISLAND ROVER FOUNDATION

OR 1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADD'L NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

93 MAQUOIT DR

CITY

FREEPORT

STATE

ME

POSTAL CODE

04032

COUNTRY

2. DEBTOR'S NAME: Provide only one debtor name (2a or 2b)(use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any, part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADD'L NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SECURED PARTY - insert only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

FALLS POINT MARINE, INC.

OR 3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADD'L NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

3 SOUTH FREEPORT RD

CITY

FREEPORT

STATE

ME

POSTAL CODE

04032

COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

For good and valuable consideration, Island Rover Foundation, 38 Tegans Way, Bowdoinham ME 04008, grants to Falls Point Marine, Inc., 3 South Freeport Rd, Freeport ME 04032, a security interest in and to a certain steel schooner now building and located in said Freeport, which schooner Island Rover Foundation owns, and in the materials and each engine, electronic component and other equipment purchased for incorporation into the said schooner. The grant of security interest is intended to secure the right of Falls Point Marine, Inc. to be paid for labor and materials it is incorporating into the said schooner.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor Is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

Grant of Security Interest

For good and valuable consideration, Island Rover Foundation, 93 Maquoit Dr, Freeport ME 04032, grants to Falls Point Marine, Inc., 3 South Freeport Rd, Freeport ME 04032, a security interest in and to a certain steel schooner now building and located in said Freeport, which schooner Island Rover Foundation owns, and in the materials and each engine, electronic component and other equipment purchased for incorporation into the said schooner.

The grant of security interest is intended to secure the right of Falls Point Marine, Inc. to be paid for labor and materials it is incorporating into the said schooner.


Date: 4/25/16 
President, Island Rover Foundation

Exhibit 6

DEPARTMENT OF HOMELAND SECURITY
U.S. Coast Guard
BILL OF SALE

OMB No. 1625-0027
Expires: 06/30/2016

1. VESSEL NAME

Island Rover

2. OFFICIAL NUMBER OR HULL ID
NUMBER

1244467

3. NAME(S) AND ADDRESS(ES) OF SELLERS

Harold E Arndt
dba Island Rover Enterprises
93 Maquoit Drive, Freeport Maine 04032

3A. TOTAL INTEREST OWNED (IF LESS THAN 100%): 100 %

4. NAME(S) AND ADDRESS(ES) OF BUYER(S) AND INTEREST TRANSFERRED TO EACH

Carter Becker
10 Stage Coach Road
Freeport, Maine 04032

4A. TOTAL INTEREST TRANSFERRED (100% UNLESS OTHERWISE SPECIFIED): 75 %

4B. MANNER OF OWNERSHIP. UNLESS OTHERWISE STATED HEREIN, THIS BILL OF SALE CREATES A TENANCY IN COMMON, WITH EACH TENANT OWNING AN EQUAL UNDIVIDED INTEREST. CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.



JOINT TENANCY WITH RIGHT OF SURVIVORSHIP



TENANCY BY THE ENTIRETIES



COMMUNITY PROPERTY



OTHER (DESCRIBE)

5. CONSIDERATION RECEIVED (ONE DOLLAR AND OTHER VALUABLE CONSIDERATION UNLESS OTHERWISE STATED)

one dollar and other valuable consideration

6. I (WE) DO HEREBY SELL TO THE BUYER(S) NAMED ABOVE, THE RIGHT, TITLE AND INTEREST IDENTIFIED IN BLOCK 4 OF THIS BILL OF SALE IN THE PROPORTION SPECIFIED HEREIN.

VESSEL IS SOLD FREE AND CLEAR OF ALL LIENS, MORTGAGES, AND OTHER ENCUMBRANCES OF ANY KIND AND NATURE, EXCEPT AS STATED ON THE REVERSE HEREOF. VESSEL IS SOLD TOGETHER WITH AN EQUAL INTEREST IN THE MASTS, BOWSPRIT, SAILS, BOATS, ANCHORS, CABLES, TACKLE, FURNITURE, AND ALL OTHER NECESSARIES THERETO APPERTAINING AND BELONGING, EXCEPT AS STATED ON THE REVERSE HEREOF.

7. SIGNATURES OF SELLER(S) OR PERSON(S) SIGNING ON BEHALF OF SELLER(S).

Harold E. Arndt dba Island Rover Enterprises

8. DATE SIGNED

Sept 5, 2016

9. NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL COMPANY IN WHICH SIGNED (E.G., OWNER, AGENT, TRUSTEE, EXECUTOR)

Harold E Arndt dba Island Rover Enterprises

10. ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OF A STATE OR THE UNITED STATES TO TAKE OATH.)

ON

9/8/16

(DATE)

THE PERSON(S) NAMED IN SECTION 9

STATE:

Maine

COUNTY:

Cumberland

ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT IN THEIR STATED CAPACITY(IES) FOR THE PURPOSE THEREIN CONTAINED.

NOTARY PUBLIC:

Renee M. Quirion

MY COMMISSION EXPIRES:

RENEE M. QUIRION

Notary Public State of Maine

My Commission Expires April 25, 2021