

**Town of Kittery
Planning Board Meeting
October 13, 2016**

74 State Road – Sketch Plan Review

Action: Accept or deny application. Approve or deny sketch plan. Owner, PB ‘R’ Us, and applicant, Christopher Baudo requests consideration of a mixed use building consisting of business offices and residential units, located at 74 State Road (Tax Map 8 Lot 41A) in the Business Local (B-L) Zone.

PROJECT TRACKING

REQ'D	ACTION	COMMENTS	STATUS
YES	Sketch Plan Review	Scheduled for 10/13/2016	PENDING
YES	Site Visit		
YES	Preliminary Plan Review Completeness/Acceptance		
YES	Public Hearing		
YES	Preliminary Plan Approval		
YES	Final Plan Review and Decision		

Applicant: Prior to the signing of the approved Plan any **Conditions of Approval** related to the **Findings of Fact** along with **waivers and variances (by the BOA)** must be placed on the **Final Plan** and, when applicable, recorded at the York County Registry of Deeds. **PLACE THE MAP AND LOT NUMBER IN 1/4" HIGH LETTERS AT LOWER RIGHT BORDER OF ALL PLAN SHEETS.** As per Section 16.4.4.13 - Grading/Construction Final Plan Required. - Grading or construction of roads, grading of land or lots, or construction of buildings is prohibited until the original copy of the approved final plan endorsed has been duly recorded in the York County registry of deeds when applicable.

Background

This is the first, conceptual review of a plan to develop a 3.5-story mixed-use, business office and residential building and 15 parking spaces in the Business-Local Zone at the corner of State Road and Village Green Drive. The applicant has included purchase and sale agreement from the property owner to demonstrates plans to purchase land from the current owner, who intends to sell a portion of their larger property.

Staff Review

1. The parcel is an approximate 1.6 acre vacant portion of a larger 5.2 acre lot (74 State Road) in the Business Local Zone. The property owner of 74 State Road plans to split the lot and sell the 1.6 parcel located on the northern side of Village Green Drive. The applicant has submitted a purchase and sale agreement for the parcel.
2. The principal structure must conform to the building design standards outlined in 16.3.2.8..D.1.b. The applicant has not submitted an architectural sketch of the proposed building. The Board may desire to review this prior to approving a sketch plan to review conformance with this standard.
 - a. The building design standard specifies the front of the building must face the street on which the building is located. The proposed building is situated on, and appears to have an entrance at, the corner of the property. The Board should discuss whether a corner entry conforms with the design of a front facing building, with the front of the building along Route 1 (see Staff note #7).
3. The sketch plan refers to “accessory dwelling units” in reference to the second and third floor units. Accessory dwelling units would not be appropriate as the units are not part of an existing structure, and there does not appear to be a proposed principal dwelling unit. It appears the

- applicant may have intended to use the term “apartments” or “dwelling units” rather than “rooming house” and “accessory dwelling units”.
- a. Dwellings are a permitted use in the Business-Local Zone
 - b. Per the definition of dwelling unit in 16.2.2, each dwelling unit must be a minimum of 650 square feet. It appears the total floor area of the second and third floor is 2,213, which would average only 553 square feet per dwelling unit (2,213/4).
 - c. The fourth story of the proposed building is listed as a half story, in order to conform to building height standards. However, the sketch plan depicts the same number of units as the 3rd floor. It is unclear whether a fourth, “half story”, would be large enough to support four dwelling units. The Board may wish to review a proposed floor and elevation plan to confirm the feasibility of the proposed design.
 - d. The minimum land area per dwelling unit when the entire first floor is used for nonresidential, and is served by public sewer is 4,000 square feet. The sketch plan does not include a net residential area calculation to provide evidence the property is able to support 8 dwelling units (requiring 32,000 square feet of net residential acreage). The applicant states they are in the process of determining a net residential acreage, and will be prepared to include this with a preliminary plan application.
4. All development is located outside of the required front and side yard setbacks.
 5. The sketch plan identifies the location of the open space as the northern corner of the property (depicted on the plan under the word “Drainage”). However, the total size of the preserved open space is not yet determined. There appears to be ample amount of land available to meet the required open space of 15% (10,711 s.f.).
 6. Initially, the applicant submitted a sketch plan that depicted, no other natural or physical features on the site other than topography. A revised plan was submitted depicting a single wetland, approximately 900 square feet in size, close to the northerly corner of the property. The applicant stated there may also be a stream bed located on the property, and, on September 27th, the site was visited by MDEP to verify. The applicant has not submitted any additional materials regarding this at the time of preparing Staff notes. Prior to the submittal of a preliminary plan application, all natural and physical features of the site, including setbacks, must be identified and depicted on the plan.
 7. The sketch plan is also limited in regards to the features of abutting properties. It may be beneficial to the Board to review the property as it relates to abutting buildings, ROWs, sidewalks, etc.
 8. It is evident that a great amount of ledge is on site that will require removal as part of the proposed development. In addition, it appears the topography, as depicted on the plan, is not consistent with what currently exists, specifically in regards to Village Green Drive, which has been graded relatively level with State Rd.
 9. The easterly property line is also a zone boundary between the Business Local and Residential-Urban zone. Where the Business Local zone abuts a residential district, the minimum side and rear yards of 15-feet or 50% of the building height are required. It appears the sketch plan depicts side/rear setbacks of 10-feet. An increase in the easterly setback may impact the entrance to the parking area.

10. Per the design standards outlined in 16.3.2.8.D.1.a, “One row of parking spaces and a related access drive may be located between the front property line and the front wall of the building extending the full width of the lot. All other parking must be located to the side and/or rear of the building.” The parking on the sketch plan complies with this standard.
11. The parking lot design would benefit from two entrances or, at a minimum, space for a more ample dead end terminal that would allow easier turn-around movement.
12. The sketch plan includes one accessible parking space. Accessible parking spaces must be an area at least 19-feet long and 8-feet wide, and have access to a designated 5-foot wide isle. The sketch plan does not appear to depict this.
13. Parking Calculations
 - a. The parking calculations on the plan totals 24 required parking spaces for the proposed development, however, only 15 are depicted on the sketch plan.
 - b. The required parking on the plan does not align with the standards outlined in 16.8.9.4, off-street parking standards, which states each dwelling unit requires 2 parking spaces, rather than 1.
 - c. The sketch plan depicts the first floor use will be retail business (specified under the “Phase 1 Construction”) and offices (specified under the “parking calculations”), each of which have different parking standards in Title 16. In addition, the sketch plan depicts the ground floor use as both building materials and warehouse. It is possible the applicant intends to use the ground floor as warehouse storage space for building materials, however this should be clarified and, if so, specified whether this is intended as personal storage space, or commercial.These inconsistencies must be resolved and total required parking recalculated, and possibly redesigned, prior to the submission of a preliminary plan application.
14. A vegetated landscape planter strip is required adjacent to both State Road and Village Green Drive. The sketch plan depicts a planter strip along Village Green Drive, but it does not appear to continue along Route 1.
15. A minimum of one tree is required for each 25 feet of street frontage. This should be included as a landscape plan with the submission of a preliminary plan application.

Recommendation

The sketch plan review is an opportunity to consider a concept and make specific suggestions to the applicant. The sketch plan submittal appears to be incomplete or inconsistent with the standards of Title 16. The Board may want to have some items addressed by the applicant prior to a deliberation/discussion on the sketch plan. If the Board concurs, the Board may continue the sketch plan application (suggested motion below).

Move to accept the sketch plan application dated September 22, 2016 for owner PB ‘R’ US and applicant, Chris Baudo, for 74 State Road and continue the sketch plan, not to exceed 90 days.

The Board should determine whether a site walk is warranted. If a site walk is warranted, the Board may move to schedule a site walk (suggested motion below).

Move to schedule a site walk for the sketch plan application dated September 22, 2016 for owner PB ‘R’ US and applicant, Chris Baudo, for 74 State Road



TOWN OF KITTEY MAINE
TOWN PLANNING AND DEVELOPMENT DEPARTMENT

200 Rogers Road, Kittery, Maine 03904
 Phone: (207) 475-1323
 Fax: (207) 439-6806
www.kittery.org

APPLICATION: SITE OR SUBDIVISION-SKETCH PLAN REVIEW

Application Fee: 554 <input checked="" type="checkbox"/> \$200.00		Amount Paid: \$		Date: 9/15/16	
PROPERTY DESCRIPTION	Parcel ID	Map	8	Zone(s)-Base:	B-L
		Lot	41A	Overlay:	
	Physical Address 74 State Road, Kittery				
PROPERTY OWNER'S INFORMATION	Name	PB 'R' US			Mailing Address 74 State Street Kittery, ME 03904
	Phone				
	Fax				
	Email				
APPLICANT'S AGENT INFORMATION	Name	Christopher Baudouin			Mailing Address Millwork City 4 U.S. Route 1 Unit 1C York, ME 03909
	Phone	516 524 2200			
	Fax	207 363 4515			
	Email	christopherbaudouin@yahoo.com			
PROJECT DESCRIPTION	See reverse side regarding information to be provided.				
	Existing Land Use(s):				
	Vacant land				
	Proposed Land Use(s) and Development:				
	Construction of 3 1/2 story mixed use building.				
	Please describe any construction constraints (wetlands, shoreland overlay zone, flood plain, non-conformance, etc.)				
I certify, to the best of my knowledge, this application information is true and correct and I will not deviate from the Plan submitted without notifying the Town Planning and Development Department of any changes.					
Applicant's Signature:				Owner's Signature:	
Date:	9/15/16			Date:	9/29/2016 its president

PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

Offer Date July 25, 2016

August 2, 2016 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Millwork City Internet Service, Corp. or Assigns as Purchaser ("Buyer") and PB'R'US, Gary Reiner President ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; if "part of" see para. 22 for explanation) the property situated in municipality of Kittery, County of York, State of Maine, located at 74 State Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 6984, Page(s) 294.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$400,000.00. Buyer has delivered; or will deliver to the Agency within 3 days of the Effective Date, a deposit of earnest money in the amount \$2,500.00. Buyer agrees that an additional deposit of earnest money in the amount of \$2,500.00 will be delivered September 30, 2016. If Buyer fails to deliver the initial or deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: Keller Williams Coastal Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until August 2, 2016 (date) 6 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on March 31, 2017 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Warranty Deed deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

Revised 2016

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Buyer(s) Initials CB

Seller(s) Initials AK

Keller Williams Coastal Realty, 501 Islington St. Ste. 2 Portsmouth, NH 03801
Phone: (603)610-8500 Fax: (603)427-9659 Heather Kelly

Baudo, Christopher

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: <u>Seller to Convey North 1+ acre lot North of Village Green Drive, Kittery, ME</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>180</u> days	<u>Millworks</u>	<u>Millworks</u>
2. SOILS TEST Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>180</u> days	<u>Millworks</u>	<u>Millworks</u>
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>180</u> days	<u>Millworks</u>	<u>Millworks</u>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
6. UTILITIES Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>30</u> days	<u>Millworks</u>	<u>Millworks</u>
7. WATER Purpose: <u>Subject to water and sewer availability.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>180</u> days	<u>Millworks</u>	<u>Millworks</u>
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
16. BUILD PACKAGE Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>180</u> days	<u>Millworks</u>	<u>Millworks</u>
17. OTHER Purpose: <u>Wetland Delineation</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>180</u> days	<u>Millworks</u>	<u>Millworks</u>

*If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within 0 days. Yes No

Further specifications regarding any of the above: See Addendum for multiple contingencies and conditions.

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

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11. FINANCING: This Agreement:

is not subject to a financing contingency. Buyer shall provide proof of the funds within 120 days.

is subject to financing as follows:

- a. This Agreement is subject to Buyer obtaining a 30yr loan of 90,000 % of the purchase price, at an interest rate not to exceed 6.000 % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
 - b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 30 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
 - d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial. Any failure by Buyer to provide Seller with the loan denial within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have 5 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- Buyer agrees to pay no more than 2 points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
- z. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

(2) POINTS
CB

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Heather Kelly (015029) of Keller Williams Coastal Realty (2073)
Licensee MLS ID Agency MLS ID

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Heather Kelly (015029) of Keller Williams Coastal Realty (2073)
Licensee MLS ID Agency MLS ID

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.
22. **OTHER CONDITIONS:** See Addendum for multiple contingencies and conditions.

23. **GENERAL PROVISIONS:**

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. **ADDENDUMS:** Yes Explain: Contingencies of the offer No

Buyer's Mailing address is 4 US Route 1, York, ME, 03909

GM. 8/1/16
 BUYER Christopher Baudo, GM DATE
 Millwork City Internet Service BUYER Corp. or Assigns as Purchaser DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 74 State Street, Kittery, ME 03909

Gary H Reiner 8/2/16
 SELLER PB' B' US, Gary Reiner President DATE SELLER DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE SELLER _____ DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE BUYER _____ DATE

EXTENSION:

The time for the performance of this Agreement is extended until _____ DATE

SELLER _____ DATE SELLER _____ DATE

BUYER _____ DATE BUYER _____ DATE



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Addendum 2 to Agreement

Addendum to contract dated July 25, 2016

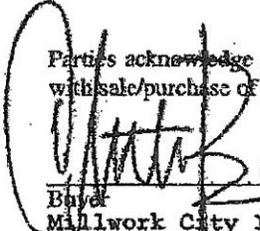
between PB'R'US, Gary Reiner President (hereinafter "Seller")

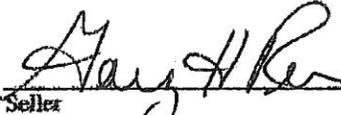
and Millwork City Internet Service, Corp. or Assigns as Purchaser (hereinafter "Buyer")

property 74 State Road, Kittery, ME 03904

- 1) Purchaser shall have six months to acquire Planning Board approval from the Town of Kittery from the effective date of this agreement.
- 2) The Seller allows Purchaser to make application to the Town of Kittery Planning Board regarding Purchasers intended use of the property.
- 3) Seller also grants permission for Purchaser and all of his agents / engineers / surveyors to access property relating to Purchasers Planning Board application.
- 4) The Purchaser shall provide the Seller with periodic updates relating to Purchasers due diligence of the Planning Board application and in the case where the Purchaser requires additional time to acquire a Planning Board approval, due to unforeseen circumstances or timelines not controlled by the Purchaser, the Seller shall grant the Purchaser a 45 day extension based on the Purchasers due diligence relating to the subject application.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.


Buyer Christopher Baudo, GM Date 8/1/16
Millwork City Internet Service
Christopher Baudo, GM


Seller PB'R'US, Gary Reiner President Date 8/2/16

Buyer _____ Date _____
Corp. or Assigns as Purchaser

Seller _____ Date _____

Addendum 3 to Agreement

Addendum to contract dated July 25, 2016

between PE'R'US, Gary Reiner President (hereinafter "Seller")

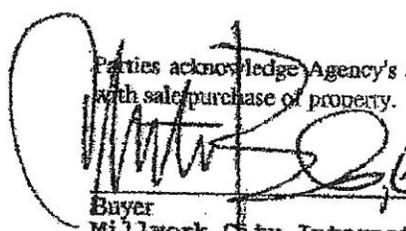
and Millwork City Internet Service, Corp. or Assigns as Purchaser (hereinafter "Buyer")

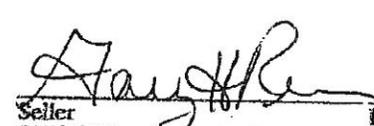
property 74 State Road, Kittery, ME 03904

Seller to grant to purchaser from Effective Date, extension of closing by equal number of days it takes Seller to acquire Deed Description. Broker to notify purchaser of receipt of deed description.

Buyer to provide to Seller, copy of all engineering work done on lot located at 74 State Rd Kittery, ME 03904 north of Village Green Dr.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.


Buyer GM Date 8/1/16
Millwork City Internet Service
Christopher Baudo, GM


Seller RE Date 8/2/16
PE'R'US, Gary Reiner President

Buyer _____ Date _____
Corp. or Assigns as Purchaser

Seller _____ Date _____

Plan References:

1. "ALTA/ACSM Land Title Survey (Urban), U.S. Route #1, Kittery, Maine, Prepared For Banc One New Hampshire Asset Management Corporation", dated May 24, 1993, last revised May 24, 1994 by Dubois & King, Inc.
2. "Site Plan Of Pepperrell Pond Condominiums, Kittery, Maine", dated July 27, 1987, last revised October 6, 1987 by Wright - Pierce Engineers.

General Notes:

1. This plan is a compilation of data from the above noted Plan References, and is not the result of a Boundary Survey or field measurements by this office.
2. This plan is for initial planning purposes only. All information should be field verified prior to any in depth planning or design.

PARKING CALCULATIONS

PHASE 1 CONSTRUCTION
 GROUND FLOOR: 2,213 SF / 500SF (WAREHOUSE) = 5 SPACES
 FIRST FLOOR: 2,213 SF / 250 SF (OFFICES) = 11 SPACES
 SECOND FLOOR: (4) ROOMING UNITS = 4 SPACES
 THIRD FLOOR: (4) ROOMING UNITS = 4 SPACES

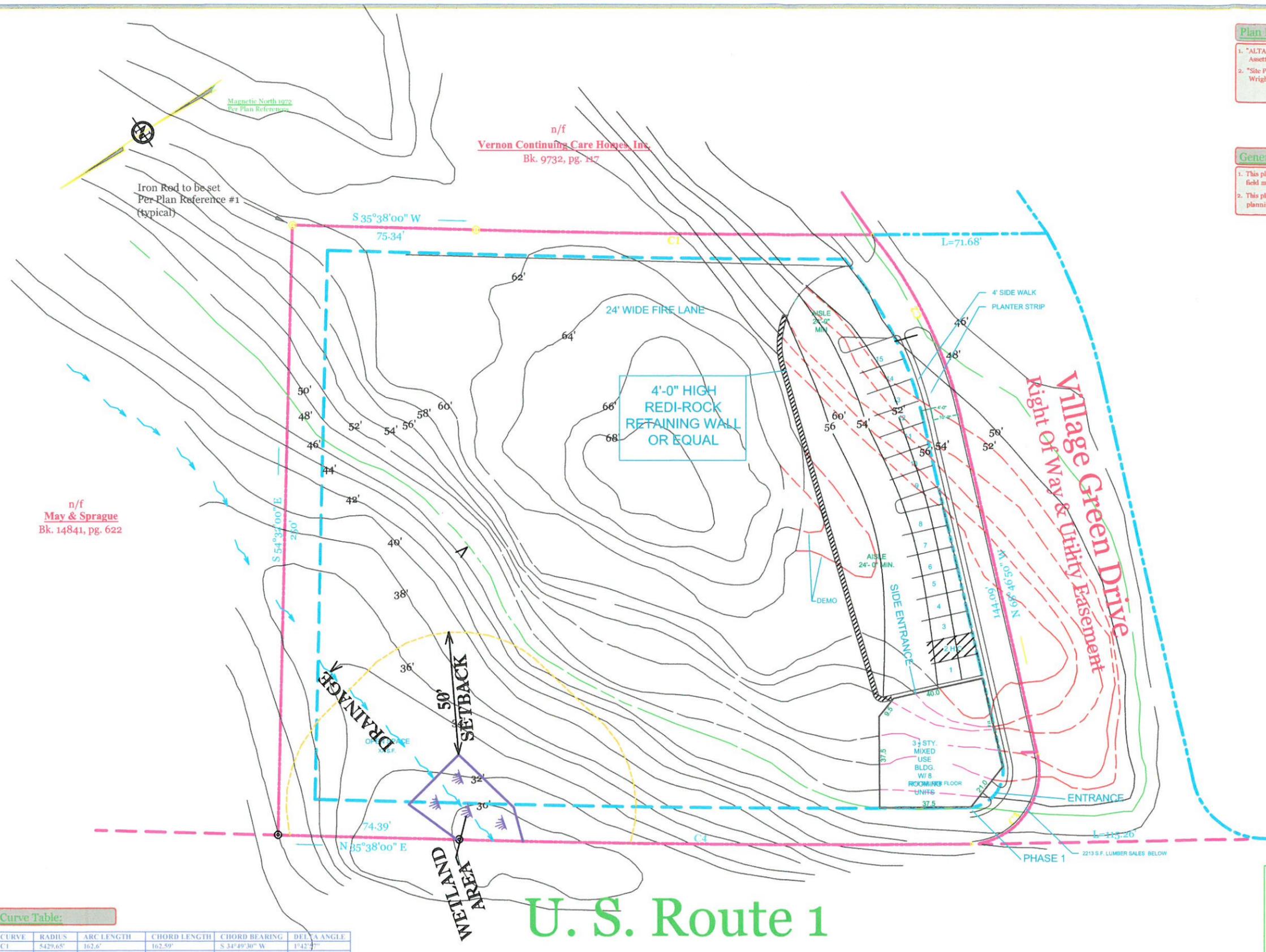
ZONING REGULATIONS

BASE ZONE: BUSINESS LOCAL (B-L)
 MINIMUM LAND AREA / DWELLING UNIT: 4,000 S.F.
 MINIMUM STREET FRONTAGE: NONE
 MINIMUM LOT SIZE: NONE (71401 S.F. LOT)
 MINIMUM FRONT YARD: 15 FEET (15 FEET PROVIDED)
 MAXIMUM BLDG. COVERAGE: NONE
 MAXIMUM REAR YARD: 10 FEET (15 FEET IS PROVIDED)
 MAXIMUM BLDG. HEIGHT: 40 FEET
 MINIMUM OPEN SPACE REQ'D: 15% (30% PROVIDED)

PHASE 1 CONSTRUCTION

GROUND FLOOR: 2213 S.F.	BUILDING MATERIALS
FIRST FLOOR: 2213 S.F.	RETAIL BUSINESS
SECOND FLOOR: 2213 S.F.	ACCESSORY DWELLING UNIT
THIRD FLOOR: 2213 S.F.	ACCESSORY DWELLING UNIT

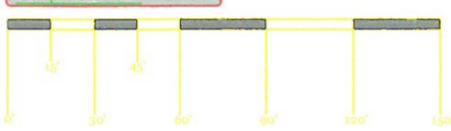
	= PROPERTY LINE
	= BLDG. SETBACK
	= GRADE TO BE DEMO
	= GRADE TO BE REMAIN



Curve Table:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	5429.65'	162.6'	162.59'	S 34°49'30" W	1°42'37"
C2	175'	81.73'	80.99'	S 82°09'35" E	26°45'32"
C3	30'	53.6'	46.75'	S 17°36'00" E	102°22'07"
C4	5679.65'	208.49'	208.48'	S 34°38'00" W	2°06'12"

Graphic Scale:



Sketch Plan
 prepared for
Millwork City Internet Services Corp.
 U. S. Route 1, Kittery, Maine

Christopher Baudo, Architect
 4 US Route 1
 York, Maine 03909
 207-370-5090

Client: Millwork City Internet Services 4 U.S. Route 1 York, Maine 03909	Drawn By: SW	Survey Date: n/a
	Chkd. By: CB	Plan Date: 8/15/16
Book No.: n/a	Job No.: N/A	Scale: 1" = 30'
		Sheet No.: 1 of 1

U. S. Route 1

Village Green Drive
 Right of Way & Utility Easement

n/f
Vernon Continuing Care Homes, Inc.
 Bk. 9732, pg. 117

n/f
May & Sprague
 Bk. 14841, pg. 622

Iron Rod to be set
 Per Plan Reference #1
 (typical)

Magnetic North 1972
 For Plan References

4'-0" HIGH
 REDI-ROCK
 RETAINING WALL
 OR EQUAL

WETLAND
 AREA
 50' SETBACK

DRAINAGE
 DITCH

3 1/2 STY.
 MIXED
 USE
 BLDG.
 W/ 8
 ROOMING FLOOR
 UNITS

PHASE 1 2213 S.F. LUMBER SALES BELOW