

**Town of Kittery
 Planning Board Meeting
 January 11, 2018**

ITEM 1 – 74 State Road – Mixed Used Development – Site and Subdivision Preliminary Plan Review.

Action: Hold a public hearing, Approve or deny preliminary plan. Owner, PB ‘R’ US and applicant, Millwork City Internet Service, Corp. requests consideration of a mixed-use development for a 1.00 +/- acre parcel located on State Road (portion of Tax Map 8 Lot 41A) in the Business Local (B-L) zone. Agent is Christopher Baudo, Architect.

PROJECT TRACKING

REQ'D	ACTION	COMMENTS	STATUS
YES	Sketch Plan	10/13/2016; 11/17/2016; 1/12/2017	APPROVED
NO	Site Visit	12/13/2016	HELD
YES	Preliminary Plan Review Completeness/Acceptance	10/12/2017	ACCEPTED
YES	Public Hearing	Scheduled for 12/14/2017 but meeting postponed, rescheduled for 1/11/18	PENDING
YES	Preliminary Plan Approval		TBD
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 a preliminary site plan review of a plan to develop a 3 ½ story mixed-use business complex consisting of a 14-unit hotel, 14 single-family residential units, office/retail space and 62 parking spaces in the Business-Local Zone. The proposed development is located at the corner of State Road (U.S. Route 1) and Village Green Drive

During the completeness review held 10/12/2017, the Board requested the applicant provide proof of legal right, title and interest on the property as well as a blasting plan to be reviewed by the Town’s peer review engineer. The applicant has submitted a blasting plan for review, as well as an amended Purchase and Sales agreement demonstrating legal standing (attached).

Staff Review

Due to the considerable number of comments from CMA on the plans which remain to be addressed and the fact that the only new material submitted is the aforementioned blasting plan and Purchase and Sales agreement, no additional staff review seems necessary at this time.

Recommendation

It appears several elements of the preliminary plan application are inconsistent with the standards of Title 16. Prior to consideration of approval, Staff recommends the applicant address all comments presented by CMA engineers, the Board and during the public hearing.

The Board will also need to request additional time to consider this application as the 90 day requirement from preliminary plan acceptance will expire before the next Planning Board meeting.

Action

Move to continue the preliminary site and subdivision plan application dated September 11, 2017 from owner, PB 'R' US and applicant, Millwork City Internet Service, Corp., for 74 State Road (Tax Map 8 Lot 41A) in the Business Local Zone not to exceed 90 days.



November 16, 2017

Ms. Rebecca Spitella, Assistant Town Planner
Town of Kittery
P.O. Box 808
Kittery, Maine 03904

**RE: Site Subdivision
74 State Road (Tax Map 3 Lots 5, 6 & 7) Preliminary Review
CMA #591.113**

Dear Rebecca:

CMA Engineers received the following information for Assignment #113, review #1 of the site plan for the mixed-use project at 74 State Road (Tax Map 8, Lot 41A):

- 1) "Site Subdivision Plan for 74 State Rd" Prepared for M.W.C. Property Holdings, LLC, 4 U.S. Route 1, York, Maine 03909, Prepared by Christopher A. Baudo, R.A. 4 U.S. Route 1 York, Maine 03909, (207)370-5090, Preliminary Plan Submission 6/21/17, Issued to Planning Board 9/11/17."
- 2) "Preliminary Drainage Report" Prepared for M.W.C. Property Holdings, LLC, 4 U.S. Route 1, York, Maine 03909, Prepared on June 21, 2017, Revised on August 22, 2017 by MJS Engineering, P.C. 5 Railroad Street, Newmarket, NH 03857
- 3) Application: Subdivision Plan Review and supporting documentation dated 4/19/17.
- 4) Blasting Plan, dated November 8, 2017, prepared by MJS Engineering, P.C.

We have reviewed the information submitted for conformance with the Kittery Land Use and Development Code Zoning Ordinance and general engineering practices and offer the following comments below that correspond directly to the Town's Ordinances.

The applicant is a mixed-use development to include a 3-1/2 story mixed use building with 14 hotel units and 14 free standing units consisting of first floor hotel units and second floor residences.

Chapter 16.3 Land Use Zone Regulations

16.3.2.8 Business-Local I (B-L)

C. Hotels and residential dwelling units as part of a mixed-use building are allowed as special exceptions.

D.1.b. Does the door facing the intersection of State Road and Village Green Drive fulfill the front door requirement?

D.1.c.i.A. There is no landscape planter strip shown.

D.1.c.i.B. There are no streetside trees shown.

D.1.c.i.C.i.A. There is no planter strip shown.

D.1.c.i.C.i.B. There are no streetside trees shown.

D.2. The maximum allowable dwelling units appears to be correct, however the applicant should provide the calculation used to derive the number on Sheet 2, Note 5.

Chapter 16.8 Design and Performance Standards-Built Environment

Article VI. Water Supply

The project is proposed to be served by Kittery Water District water supply. The only information regarding the proposed water service is a single line from Village Green Drive to the hotel. There is no information on pipe size or material. There are no details provided. Where is the closest hydrant located? The proposed water connections for the residential units are not shown.

Article VII. Sewage Disposal

The project is proposed to be served by municipal sewer. The only information regarding the proposed sewer service is a single line from Village Green Drive to the hotel. There is no information on pipe size or material. There are no details provided. Are there proposed kitchen uses for the hotel that would require a grease trap? The proposed sewer connections for the residential units are not shown.

Article VIII. Stormwater Drainage

The proposed stormwater management plan consists of a closed drainage system with a stormtech chamber system for detention and discharges to an existing culvert and a catch basin.

Provide information on the load rating of the chamber system in the parking lot.

The preliminary drainage report does not model flow for each drainage structure (catch basins and drain manholes) and is stated that it does not “represent a final drainage analysis for this development.”

The preliminary drainage report is neither signed nor stamped by a Maine Licensed Engineer.

Sheets 2B and 2C are not legible and should be submitted at a readable scale.

There is no documentation of the location of the soil types discussed in the section “Soil Mapping”. Applicant should provide a soil map.

There are several catch basins located in the middle of parking areas. Catch basins should be located at curb lines where possible.

The catch basins on the plans have 4-foot sumps but the detail shows a 3-foot sump. These should align—we note that 3-foot sumps are conventional.

There should be a detail for the outlet structure.

It appears that the drainage to the south, along Village Green Drive, is all located off-site. Are there rights granted to construct on this other property?

The line showing the pipe downstream of POA2 (out of Catch Basin to the south) does not appear on sheets 2, 2A, 2B and 2C. Without this pipe, the stormwater is not discharged.

The applicant should verify the size of the existing pipes in the two downstream catch basins (POA2 and the south catch basin).

16.8.8.2. There is no post-construction stormwater management plan. Please provide conformance with this section including notice of discharge to the Town's MS4, inspection details, yearly report submissions to Town, etc.

Article IX. Parking, Loading and Traffic

Access to the lot is proposed via Village Green Drive. The applicant should provide documentation that this is approved by owner of that roadway.

The applicant should dimension a regular and HC accessible parking space.

Article X. Signs

There are no proposed signs indicated on the plans.

16.8.9.4.G. There is no indicated parking landscaping.

Article XVIII. Landscaping

There is no landscape plan.

Article XIX. Sprinkler Systems

Are sprinkler systems proposed? Water supply to sprinklers?

Article XXIV. Exterior Lighting

There is no lighting plan.

Additional Comments

The applicant should provide a signed Purchase & Sale agreement that is current, or other proof that applicant has rights to property and authority to make application for a project on this property.

The Application: Subdivision Plan Review should be signed.

Who owns Village Green Drive? Who has rights to use it?

The phasing plan with respect to all site work (including parking lot construction, utilities and drainage) is needed. A phasing plan for the hotel/residential units. Is all the site work proposed to be completed initially, or is it proposed to be phased as well? If phased, how does stormwater management plan work?

There is significant grading and drainage proposed on Village Green Drive. What are the easements or other arrangements are proposed for this? Easements or other? Commitments by landowner should be demonstrated.

There is grading, drainage and a sidewalk proposed in the Route 1 ROW. Are there easements?

Are the fire stairs enclosed?

There is no proposed handicap access to the building, including elevators. Is this required?

Are there any details available on the construction of the various retaining walls?

Blasting Plan:

To what grades or elevations will the blasting be completed? The construction details do not indicate that blasted rock will be the sub-base for most areas. Please depict how it will be constructed.

The blasting plan does not address several issues. A typical blasting plan includes the total estimated cubic yards of stone to be removed, sequencing, the time period in which the blasting will occur, a trucking plan, a sample blasting pattern, vibration monitoring performed, a mandatory pre-construction meeting requirement, and other issues. The applicant was referred to a sample plan that was recently approved in Kittery. The plan should be expanded to address the additional issues.

Trip Generation Summary Memorandum

The traffic analysis makes recommendation for a posted speed of 25 mph on Village Green Drive and keeping landscaping and signage out of frontage that could obscure the driveway sight distances. These recommendations seem reasonable and should be incorporated on the plans.

Should you have any questions, please do not hesitate to call.

Very truly yours,
CMA ENGINEERS, INC.



Jodie Bray Strickland, P.E.
Project Engineer



William A. Straub, P.E.
Project Manager

cc: Christopher Baudo, Architect
Mike Sievert, P.E. MJS Engineering

BLASTING PLAN

Prepared for:

Christopher Baudo
Village Green Drive
Kittery, Maine
Tax Map 8 Lot 41-A

Prepared on:

November 8, 2017



ENGINEERING, P.C.
CIVIL • STRUCTURAL • ENVIRONMENTAL

5 Railroad Street • P.O. Box 359
Newmarket, NH 03857
Phone: (603) 659-4979
Email: mjs@mjs-engineering.com

GENERAL REQUIREMENTS FOR SITE BLASTING

All work shall be done in accordance with 38 M.R.S.A. §490-z(14), Town of Kittery, and all other applicable federal, state and local regulations. Blasting permits shall be obtained by the Contractor from all local, state, and federal agencies having jurisdiction. All blasting activities shall be conducted as follows:

- I. **General Procedure.** Blasting and on-site chipping or hammering (of stone) is restricted to the hours of 8:00a.m. to 4:00p.m. Monday through Friday. Special permission shall be requested to conduct blasting operations on Saturday and no blasting is allowed on Sunday. There shall be no processing of stone on site. A notice of intent to blast shall be provided at least 24 hours in advance via signage placed in appropriate places and other appropriate media provided by the Town (such as the Town's website). Persons responsible for blasting shall be Licensed Blasters in the State of Maine and shall have had acceptable experience in similar excavations in rock and controlled blasting techniques.
- II. **Best Management Practices for Blasting.** All activities related to blasting shall be performed in accordance with the Maine Department of Environmental Protection MDEP Blasting Best Management Practices (BMPs) to prevent contamination of groundwater including preparing, reviewing and following an approved blasting plan; proper drilling, explosive handling and loading procedures; observing the entire blasting procedures; evaluating blasting performance; and handling and storage of blasted rock. The blasting plan shall be approved by the Kittery Fire Department.
 1. **Loading practices.** The following blast hole loading practices to minimize environmental effects shall be followed:
 - a) Drilling logs shall be maintained by the driller and communicated directly to the blaster. The logs shall indicate depths and lengths of voids, cavities, and fault zones or other weak zones encountered as well as groundwater conditions.
 - b) Explosive products shall be managed on-site so that they are either used in the borehole, returned to the delivery vehicle, or placed in secure containers for off-site disposal.
 - c) Spillage around the borehole shall either be placed in the borehole or cleaned up and returned to an appropriate vehicle for handling or placement in secured containers for off-site disposal.
 - d) Loaded explosives shall be detonated as soon as possible and shall not be left in the blast holes overnight, unless weather or other safety concerns reasonably dictate that detonation should be postponed.
 - e) Loading equipment shall be cleaned in an area where wastewater can be properly contained and handled in a manner that prevents release of contaminants to the environment.
 - f) Explosives shall be loaded to maintain good continuity in the column load to promote complete detonation. Industry accepted loading practices for priming, stemming, decking and column rise need to be attended to.

2. **Explosive Selection.** The following BMPs shall be followed to reduce the potential for groundwater contamination when explosives are used:
 - a) Explosive products shall be selected that are appropriate for site conditions and safe blast execution.
 - b) Explosive products shall be selected that have the appropriate water resistance for the site conditions present to minimize the potential for hazardous effect of the product upon groundwater.
3. **Prevention of Misfires.** Appropriate practices shall be developed and implemented to prevent misfires.
4. **Muck Pile Management.** Muck piles (the blasted pieces of rock) and rock piles shall be managed in a manner to reduce the potential for contamination by implementing the following measures:
 - a) Remove the muck pile from the blast area as soon as reasonably possible.
 - b) Manage the interaction of blasted rock piles and storm water to prevent contamination of water supply wells or surface water.
5. **Spill Prevention Measures and Spill Mitigation.** Spill prevention and spill mitigation measures shall be implemented to prevent the release of fuel and other related substances to the environment. The measures shall include at a minimum:
 - a) The fuel storage requirements shall include:
 1. Storage of regulated substances on an impervious surface.
 2. Secure storage areas against unauthorized entry.
 3. Label regulated containers clearly and visibly.
 4. Inspect storage areas weekly.
 5. Cover regulated containers in outside storage areas.
 6. Wherever possible, keep regulated containers that are stored outside more than 50 feet from surface water and storm drains, 75 feet from private wells, and 400 feet from public wells.
 7. Secondary containment is required for containers containing regulated substances stored outside, except for on premise use heating fuel tanks, or aboveground or underground storage tanks otherwise regulated.
 - b) The fuel handling requirements shall include:
 1. Except when in use, keep containers containing regulated substances closed and sealed.
 2. Place drip pans under spigots, valves, and pumps.
 3. Have spill control and containment equipment readily available in all work areas.
 4. Use funnels and drip pans when transferring regulated substances.
 5. Perform transfers of regulated substances over an impervious surface.
 - c) The training of on-site employees and the on-site posting of release response information describing what to do in the event of a spill of regulated substances.

- d) Fueling and maintenance of excavation, earthmoving and other construction related equipment will comply with the regulations of the MDEP.

III. Pre-Blast Condition Survey: Prior to the start of any rock excavation or blasting, the contractor shall complete a Pre-Blast Condition Survey (PBCS). The PBCS shall include pre-blast structural condition inspections of all existing structures and conditions on the site, adjacent to the site or in the vicinity of the site. The PBCS shall extend to such structures or conditions as may be affected by the applicant's construction operations and the inspections shall be performed on all structures, including homes, foundations, driveways, roadbeds, swimming pools, wells, and mobile homes, within a radius of 500' of the subject lot. The blasting contractor and the owner of the property being inspected shall sign all such inspections once completed. If an owner refuses to allow for the conducting of a pre-blast conditions inspection or sign a pre-blast conditions inspection form for whatever reasons the applicant shall note this on the form. The blasting contractor shall make at least three attempts to notify the owner of the need for such inspections, the last such attempt shall include a written notification by certified mail and individual to contact.

1. The pre-blast structural condition inspection shall be performed in the presence of the property owner or an owner's representative and shall consist of photographs and a written description of the interior and exterior condition of each of the structures examined. Descriptions shall locate any existing cracks, damage, or other defects, and shall include such information so as to make it possible to determine the effect, if any, of the construction operations on the defect. A good quality videotape survey with appropriate audio description of locations, conditions, and defects can be used in lieu of a written form. Copies of all inspection forms and photographs shall be submitted to the Kittery Fire Department.
2. The individual person conducting the inspections shall give written notice, not less than 10 days in advance, to the owner of the property concerned and tenants of the property. The notice shall state the dates on which inspections are to be made. Copies of all notices shall be retained by the contractor.
3. A Blasting Permit shall only be issued after all pre-blast structural condition inspections have been performed.
4. Upon completion of all earth/rock excavation and blasting work, the applicant shall conduct a post-blast condition inspection of any properties, structures and conditions for which complaints of damage have been received or damage claims have been filed. Notice shall be given to all interested parties, so they may be present during the final inspection. Records of the final inspection shall be distributed in the same manner as the original pre-blast structural condition inspection.

PURCHASE AND SALE AGREEMENT - LAND ONLY
("days" means business days unless otherwise noted, see paragraph 20)

July 25, 2016
Offer Date

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

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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.

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:
- This Agreement is subject to Buyer obtaining a 300 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.
 - 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.
 - 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.
 - 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-paid, 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.
- 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

120
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 instituting 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.

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 SBA 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.
- e. 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.
- f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
- g. 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
CB1

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. **ADDENDUM:** Yes Explain: Contingencies of the offer No

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

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

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, Ritteny, ME 03909

Gary 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 _____



October 19, 2017

Receipt for payment: Check No. 2323 in the amount of \$1,500.00 was received to extend the contact for 30 days on 74 State Road in Kittery, ME 03904.

Bonnie Reiner

10/20/17

PB'R'US, Bonnie Reiner Pres.

Date

MILLWORK CITY INTERNET SERV CORP
4 US ROUTE 1, UNIT 1C
YORK, ME 03909

52-7450/2112

2323

DATE 10/18/17

SECURITY SQUARE



PAY TO THE ORDER OF

PB'R'US

\$ 1,500.00

Fifteen Hundred

DOLLARS

← Heat Sensitive Ink



Kennebunk Savings

MEMO 74 State Road

[Handwritten Signature]

⑆ 211274502⑆ 44 002999⑆ 2323

LOOK FOR FRAUD-DETERRENCE FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.