

City of Biddeford
Staff Review Committee
April 11, 2022 2:00 PM Zoom: Apr 11, 2022 02:00 PM Eastern Time (US and Canada)
Topic: Staff Review Committee

Please click the link below to join the webinar:

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International numbers available: <https://biddeford.zoom.us/j/92519924649>

1. New Business

- 1.1. 2022.08 Staff Review Committee to take comments regarding a Conditional Use Permit request for Piazza LLC. The property is located at 64 Landry Street (Tax Map 74, Lot 10-1) in the Industrial 2 Zone. The purpose of the project is to process recycling materials from the Maine Bottle Bill. The facility will not be open to the public.

Applicant: Piazza LLC

Owner: 64 Landry Street, LLC (Applicant is under contract to purchase building, see purchase & sale in file)

Agent: Dean Nowell

Tax Map/Lot: Map 74, Lot 10-1

Zone I-2

Description of Land: Factory-Currently Vacant

Application Request: Final Approval

Public Comment will be accepted for this item

[2022.08 64 Landry St CUP draft FOF.pdf](#)

[2022.08 64 Landry St CUP SR.pdf](#)

[2022.08-Application.pdf](#)

[64 landry FINAL Contract.docx \(2\).pdf](#)

[Ability to Serve - 64 Landry St. - Recycling Facility.pdf](#)

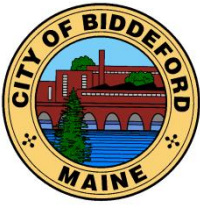
[Ability to Serve - 64 Landry Street - Biddeford.pdf](#)

[Material Management Plan - 64 Landry Street.pdf](#)

- 1.2. 2022.13 Staff Review Committee Meeting and take comments regarding a Conditional Use Permit Request for Drive220, LLC. The property is located at 47 Alfred Street, Suite 102 (Tax Map 17, Lot 7) in the Industrial 3 Zone. The purpose of the project is to operate a small wholesale auto sales business, utilizing an existing storage/garage building on site. 10 parking spaces will be allocated to the new use for vehicle display.

Applicant: Drive220, LLC
Owner & Agent: Patrick Donahue
Tax Map Lot: Map 17, Lot 7
Zone: I-3
Description of Land: Industrial Building
Application Request: To receive Final Approval
Public Comment will be accepted for this item.

[2022.13 Five Star Auto CUP draft FOF.pdf](#)
[2022.13 Five Star Auto CUP SR.pdf](#)
[Ability to Serve - 457 Alfred St. Suite 102.pdf](#)
[E911 Approval Letter 457 Alfred.pdf](#)
[garage.jpg](#)
[OH Plan- 457 Alfred Street4.pdf](#)
[Planning letter.pdf](#)
[Planning Application.pdf](#)



CITY OF BIDDEFORD

Planning and Development Department

205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115

FINDINGS OF FACT AND CONCLUSIONS OF LAW **CONDITIONAL USE PERMIT (CUP)**

Pursuant to the provisions of the City of Biddeford Code of Ordinances Land Development Regulations, Article VII (Conditional Use Permits), Article XI (Site Plan Review), and Article VI (Performance Standards), the Biddeford Staff Review Committee has considered the application of **Piazza, LLC** to operate a recycling center at 64 Landry Street. Based on its review, including supportive data and related materials contained in the record, the Staff Review Committee makes the following Findings of Fact and Conclusions of Law:

Findings of Fact:

	<u>SUBJECT</u>	<u>INFORMATION</u>
1.	Applicant	Piazza, LLC 79 Bow Street Freeport, ME 04032
2.	Property Owner	Volare, LLC 79 Bow Street Freeport, ME 04032
3.	Agent	Dean Nowell 495 Forest Avenue Portland, ME 04101
4.	Engineer/Surveyor	N/A
5.	Project Location	64 Landry Street
6.	Map/Lot	Map 74, Lot 10-1
7.	City Approvals Required	Conditional Use Permit
8.	Existing Zoning	I-2
9.	Overlay Zoning	None
10.	Existing Use	Vacant
11.	Proposed Use	Recycling center
12.	Uses in the Vicinity	Industrial
13.	Parcel Size	2.56 acres
14.	Water Supply	Public
15.	Sewerage Disposal	Public
16.	Solid Waste Disposal	Private
17.	Fire Protection	Public
18.	Parking Spaces Required	3
19.	Parking Spaces Provided	Ample parking available
20.	Ownership of Road	Public

21.	Waivers Needed/Requested	Full Site Plan Review
22.	Waivers Granted	Full Site Plan Review
23.	Additional Approvals/Permits Needed	None
24.	Fees Paid (LDR Attachment A)	All fees paid
25.	Planning Board Review History	Staff Review Committee, 4/11/2022

Conclusions of Law:

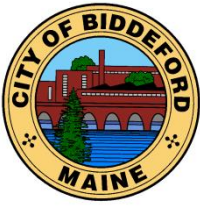
1. The proposed use meets specific requirements set forth in this ordinance and would be in compliance with applicable state or federal laws;
2. The proposed use would not create fire safety hazards by providing adequate access to the site, or to the buildings on the site, for emergency vehicles and would not create hazards through the storage of chemicals and wastes;
3. The proposed exterior lighting, where allowed, would not create hazards to motorists traveling on adjacent public streets or is adequate for the safety of occupants or users of the site or would not damage the value and diminish the usability of adjacent properties;
4. The provisions for buffers and on-site landscaping provide adequate protection to neighboring properties from detrimental or unsightly features of the development;
5. The proposed use would not have a significant, detrimental effect on the use and peaceful enjoyment of abutting property as the result of noise, vibrations, fumes, odor, dust, glare, hours of operation, or other causes;
6. The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets would not create hazards to public safety or traffic congestion;
7. The proposed use would generate a volume of traffic that can reasonably be accommodated by the existing road network, or would not create unreasonable traffic hazards or would not exacerbate an existing traffic hazard, or would not create unreasonable traffic congestion;
8. The proposed use would not have a significant, detrimental effect on the value of adjacent properties which could be avoided by reasonable modification of the proposal;
9. The proposed use would not have an adverse impact on the privacy of the residents of the immediate area (within 500 feet) which could be avoided by reasonable modification of the proposal;
10. The proposed use would be in compliance with Biddeford's Comprehensive Plan;

11. The proposed use would not have an adverse impact on the immediate neighborhood or the community relative to architectural design, scale, bulk and building height, identity and historical character, or visual integrity, which could be avoided by reasonable modification of the proposal;
12. The design of the site would not result in significant flood hazards or flood damage or would be in conformance with applicable flood hazard protection requirements;
13. Adequate provision has been made for disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;
14. Adequate provision has been made to control erosion or sedimentation;
15. Adequate provision has been made to handle stormwater runoff or other drainage problems on the site; and the proposed development will not unduly burden off-site surface water systems;
16. The proposed water supply would meet the demands of the proposed use for fire protection purposes;
17. Adequate provision has been made for the transportation, storage, and disposal of hazardous substances and materials as defined by state law;
18. The proposed use would not have an adverse impact on scenic vistas or on significant wildlife habitat or wetland areas and water bodies which could be avoided by reasonable modification of the proposal;
19. When located in the Shoreland Zone, the proposed use would meet the purposes of Shoreland Zoning as identified in Article XIV, Section 1 (Purposes) of this ordinance.

Approval Granted:

Based on the evidence available and the conclusions above, the Biddeford Staff Review Committee approves the Conditional Use Permit for the proposed project summarized above, located at 64 Landry Street (Tax Map 74, Lot 10-1) in accordance with the submitted application, supporting data, representations made, other related materials on file, and the following Conditions of Approval:

- 1. Standard Conditions of Approval apply.**
- 2. All outside storage shall be under cover or screened from view from adjacent properties.**
- 3. Written Materials Management Plan (MMP) must be submitted and maintained. The MMP is nontransferable.**



CITY OF BIDDEFORD

Planning and Development Department

Hannah Bonine
Assistant City Planner
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Hannah.Bonine@biddefordmaine.org

STAFF REPORT

TO: Biddeford Staff Review Committee

FROM: Hannah Bonine, Assistant City Planner

DATE: April 4, 2022

RE: 2022.08 Conditional Use Permit for Piazza, LLC to operate a recycling facility at 64 Landry Street (Tax Map 74, Lot 10-1) in the Airport Industrial (I-2) zone.

MEETING DATE: Monday, April 11, 2022 at 2:00 pm

1. INTRODUCTION

The applicant, Piazza LLC, seeks a Conditional Use Permit to operate a recycling facility at 64 Landry Street. Recycling is a conditional use in the I-2 zone. Materials will be delivered 1-3 times per day and processed within the facility, which will not be open to the public. Minor improvements to the building may include installation of new sorting equipment.

2. PROJECT INFORMATION

	<u>SUBJECT</u>	<u>INFORMATION</u>
1.	Applicant	Piazza, LLC 79 Bow Street Freeport, ME 04032
2.	Property Owner	Volare, LLC 79 Bow Street Freeport, ME 04032
3.	Agent	Dean Nowell 495 Forest Avenue Portland, ME 04101
4.	Engineer/Surveyor	N/A
5.	Project Location	64 Landry Street
6.	Map/Lot	Map 74, Lot 10-1
7.	City Approvals Required	Conditional Use Permit
8.	Existing Zoning	I-2
9.	Overlay Zoning	None
10.	Existing Use	Vacant

11.	Proposed Use	Recycling center
12.	Uses in the Vicinity	Industrial
13.	Parcel Size	2.56 acres
14.	Water Supply	Public
15.	Sewerage Disposal	Public
16.	Solid Waste Disposal	Private
17.	Fire Protection	Public
18.	Parking Spaces Required	3
19.	Parking Spaces Provided	Ample parking available
20.	Ownership of Road	Public
21.	Waivers Needed/Requested	Full Site Plan Review
22.	Waivers Granted	Full Site Plan Review
23.	Additional Approvals/Permits Needed	None
24.	Fees Paid (LDR Attachment A)	All fees paid
25.	Planning Board Review History	Staff Review Committee, 4/11/2022



View of site from Landry Street

3. COMPLIANCE WITH CITY ORDINANCES

Article VI Performance Standards, Section 76 Recycling Facilities

A. *No new recycling facility may commence operation without first being reviewed and approved according to the procedures and standards applicable to conditional uses under Article VII of the City of Biddeford Zoning Ordinance.*

Under review, satisfied where applicable

B. *All outside storage shall be under cover and/or screened from view from adjacent properties.*

No outside storage proposed

C. *The site shall be landscaped to blend with the natural vegetation that is present or was recently on the site.*

Existing site with strong vegetation, no changes proposed

D. Recycling facilities may only accept materials for which the facility has been approved by the Planning Board. Recycling facilities must prepare and submit a written materials management plan (MMP) for the handling and management of all materials entering the facility and/or created at the facility. The MMP shall include, but not be limited to: a description of all incoming and outgoing materials; facility capacities; a QA/QC inspection program designed to ensure that only those materials approved by the Planning Board are accepted at the facility; a facility-wide process flow diagram and detailed narrative; material descriptions with contamination percentages; storage and processing equipment and locations; storage and/or processing hold times for all materials at the facility; and a control plan for unacceptable materials. No conditional use approval shall be granted for a recycling facility without an approved MMP and associated appropriate operational controls as per Article VII, Section 7f. Recycling facilities shall not operate without an approved MMP. No modification of an approved MMP shall occur without prior review and approval of the Planning Board. Application for the modification of an approved MMP shall be submitted at least three months prior to the expected modification. MMPs are nontransferable. In the event of a sale or transfer of ownership, it is recommended that an MMP be submitted 180 days prior to the anticipated sale or transfer of ownership.

4. WAIVER REQUESTS

Full Site Plan Review

5. OUTSTANDING ITEMS TO BE ADDRESSED PRIOR TO APPROVAL

None

6. STAFF RECOMMENDATIONS

Due to the site's location and existing conditions, Staff believes this is an appropriate use of the facility. The building is greater than 700 feet from the nearest residential property on Marcel Ave, with thick vegetation surrounding each property. Other neighboring properties are Industrial in use, including marine construction and repair and the airport. As this center will not be open to the public, traffic will be limited to deliveries and a small crew of employees.

It is recommended that the Staff Review Committee grant the requested waiver for Full Site Plan Review, given that there are no site improvements proposed.

Staff recommends that the Conditional Use Permit is approved by the Staff Review Committee, with the following minimum conditions of approval:

- 1. Standard Conditions of Approval apply.**
- 2. All outside storage shall be under cover or screened from view from adjacent properties.**
- 3. Written Materials Management Plan (MMP) must be submitted and maintained. The MMP is nontransferable.**

7. ATTACHMENTS

1. Application
2. Material Management Plan

CITY OF BIDDEFORD, MAINE
PLANNING BOARD
P.O. Box 586, 205 Main Street Biddeford, Maine 04005
207-284-9115

APPLICATION FORM

Type of Application:

- | | | |
|--|---|--------------------------------------|
| ☐ Shoreland Zoning Permit | ☐ Site Plan Review | ☐ Extraction |
| ☒ Conditional Use Permit | ☐ Subdivision | ☐ Private Way |
| ☐ Other: _____ | | |

Applicant Information:

Applicant's Name: PIAZZA LLC

Applicant's Mailing Address: 79 BOW ST FREEPORT, ME 04032

Applicant's Telephone: 207 615 6065

What is Applicant's legal interest in the property?

- ☐ Owner ☐ Potential Buyer with Contract ☒ Lease/Rental Agreement

Owner's Name: VOIARE LLC

Owner's Address: 79 BOW ST FREEPORT ME 04032

Owner's Telephone: 207 615 6065

Agent's Name: DEAN NOWELL

Agent's Address: 445 FOREST AVE PORTLAND ME 04101

Telephone: 207 615 6064

Engineer/Surveyor: _____

Engineer/Surveyor's Address: _____

Telephone: _____

Project Location and Lot Information:

Street Address: 64 LANDRY ST

Tax Map: 74 Lot: 10-1

Current Zoning: I2 Shoreland Zoning: N/A

Size of lot: 2.56 ☒ acres ☐ s.f. Lot Frontage: 153 FEET

Existing Use of Property: VACANT

Property currently serviced by:

☒ City Road	☐ Private Road
☒ Public Sewer	☐ Septic System
☒ Public Water	☐ Private Well
☐ Public Trash	☒ Private Hauler

Slope Conditions in Area of Construction (if applicable):

☐ Flat (0-3 % slope) ☐ Rolling (3-8% slope) ☐ Hilly (8-15% slope) ☐ Steep (15% + slope)

Are there any wetlands or waterbodies on the site? ☐ Yes ☒ No If yes, attach information

Do you plan to bring fill onto the lot? ☐ Yes ☒ No If yes, attach information

Description of proposed use of property:

Project/Proposed Use Description: RECYCLING OF MATERIAL FROM THE
STATE OF MAINE'S BOTTLE BILL. FACILITY WILL NOT BE OPEN TO PUBLIC

Property to be serviced by:

☒ City Road	☐ Private Road
☒ Public Sewer	☐ Septic System
☒ Public Water	☐ Private Well
☐ Public Trash	☒ Private Hauler

Is this project part of a larger project? ☐ Yes ☒ No

☐ If in a Shoreland Zone:Percent of residential lot coverage (Max. 20%): N/APercent of structure expansion (Max. 30%): N/A☐ If Subdivision Review, number of lots proposed: N/A☐ If a Private Way is proposed, number of lots served: N/A☐ If Site Plan Review, you must provide the following information:Total new square feet footprint of structures: N/ATotal new square feet paving/parking: N/A

Waiver Requests (attach details):

1. N/A
2. _____
3. _____
4. _____
5. _____

Attachments:

A. Letters of Approval

- ☐ Fire Department - Contact Chief or Deputy Chief - 282-9986
- ☐ Ability to Serve for Water Service – Maine Water - 282-1543
- ☐ Ability to Serve for Sewer Service- Engineering Dept (Sewer) - Tom Milligan 284-9118
- ☐ Police Department - E-911 Road Name Designation - Contact Joanne Fisk - 282-5127

B. Letter to Planning Board describing project, waiver requests, proposed improvements, addressing permit requirements, etc.

C. Photographs of site.

D. Architectural renderings/drawings of proposed buildings, as required.

E. Engineered Plans, as required.

Fees (due at time of application):

Refer to "Attachment A Fees and Charges" of the Land Development Regulations for more information. Consult with Planning Staff if you have questions.

Required Signatures:

By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and it's attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party.
- I understand that additional funds may be required through the course of review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting this application I am not guaranteed a place on any particular agenda. I further understand that the City Planner will place me on an agenda for review when the application is deemed substantially complete.

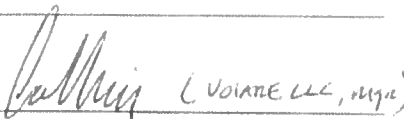
☐ Project proposed to have 1 acre or more of site disturbance:

-Project may need to apply for a Maine Construction General Permit and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.

Signature of applicant:

Date: _____

Signature of owner of property:

 (VOLANTE LLC, INC.) Date: _____

**IF PLAN APPROVAL IS ANTICIPATED, PROVIDE 2 FULL SIZE MYLARS & 2 FULL SIZE PAPER COPIES FOR BOARD SIGNATURE (AS APPLICABLE).
CHECK WITH PLANNING STAFF FOR CLARIFICATION.**





PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is made as of the Effective Date (as hereinafter defined) by and among **64 LANDRY STREET LLC**, a Maine limited liability company with a mailing address of 113 Mile Stretch Road, Biddeford, ME 04005 (“Seller”), and **ADAM NAPPI**, an individual with a mailing address of 79 Bow Street, Freeport, Maine 04032 who may assign this Agreement to a limited liability company he may form to purchase the Property (“Buyer”).

1. PURCHASE AND SALE. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, at the price and upon the terms and conditions of this Agreement, the following real estate and other items (collectively, the “Property”):

(a) A certain lot or parcel of land, with all buildings, structures and improvements thereon, located at 64 Landry Street, Biddeford, York County, Maine, together with all rights and easements appurtenant thereto, including an approximately 5,400 SF building on 2.56 acres, more or less, and further described by the Biddeford Assessor as Map 74 Lot 10-1 and being more fully described in a deed to Seller recorded at the York County Registry of Deeds in Book 17096 Page 38 (the “Real Estate”), a copy of said deed being attached hereto as Exhibit A;

(b)

all of Seller's right, title and interest in and to all site and as-built plans, architectural plans, development related documents, engineering plans, landscape plans, architectural renderings, surveys, and environmental assessments or studies (collectively, the “Plans”), if any, that are owned by Seller and that are in Seller's possession, which relate to the Property; and

2. PURCHASE PRICE; DEPOSIT. Purchase Price. The agreed purchase price for the Property is Seven Hundred Eighty Thousand Dollars (\$780,000.00) (the “Purchase Price”), payable as follows (subject to the prorations and other adjustments provided in this Agreement):

(a) Initial Deposit. With five (5) days of the execution hereof, Buyer shall deliver to The Dunham Group (the “Escrow Agent”) the sum of Fifteen Thousand Dollars (\$15,000.00) as a deposit (the “Deposit”). The Deposit shall be held by Escrow Agent in a non-interest bearing account, applied in accordance with the terms hereof, and credited against the Purchase Price at Closing, as the same is hereinafter defined, or retained by Seller or returned to Buyer as provided herein.

(b) At Closing, the Escrow Agent shall deliver the Deposit to the Seller, and the balance of the Purchase Price, subject to adjustments and pro-rations provided for herein, is to be paid by certified, cashier's or treasurer's check or checks, or by electronic wire transfer in accordance with wiring instructions provided by Seller.

3. BUYER'S DUE DILIGENCE.

(a) Buyer's Inspection and Due Diligence. For a period of thirty (30) days from the Effective Date (the "Due Diligence Period"), Buyer, personally or through its authorized agent or representatives, shall be entitled, at reasonable times and upon at least twenty-four hours advance notice (written or oral) to Seller or Seller's agent to enter upon the Property on such days and at such times as shall be mutually agreed by the Parties in advance, and shall have the right to make such investigations as are reasonably necessary with respect to Buyer's satisfaction of the Property as set forth in Section 4 and as are allowed hereunder and as otherwise related to the Property. Subject to the foregoing, Buyer shall have the right to (a) conduct a standard Phase I environmental site assessment of the Real Estate (at Buyer's sole expense) and (b) perform an ALTA survey of the Real Estate. Buyer must obtain Seller's prior written approval of the scope and method of any environmental testing or investigation (other than a standard Phase I environmental site assessment of the Real Estate) and any inspection which would materially alter the physical condition of the Property prior to Buyer's commencement of such inspections or testing, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer agrees to promptly repair any damage to any property that may result from Buyer's exercise of its rights pursuant to this Section. (b) City of Biddeford Approval. Buyer shall have a period of sixty (60) days from the Effective Date (the "Approval Period") to secure a conditional use approval and any other approvals or permits required from the City of Biddeford (the "City") for Buyer's intended use of the Property on terms satisfactory to Buyer (and said approvals and permits the "Approvals" and each an "Approval").

(c) Delivery of Information. Within five (5) business days of the Effective Date, Seller shall deliver to Buyer the following items with respect to the Property (collectively, the "Seller Deliverables"):

(i) to the extent in Seller's possession, copies of all permits, approvals, certificates, notices and any outstanding applications to governmental or quasi-governmental entities, if applicable, regarding the Property;

(ii) to the extent in Seller's possession, a set of as-built plans and specifications of the Property, marked to show any modifications;

(iii) to the extent in Seller's possession, all soils and environmental reports prepared for Seller or in connection with the Property;

(iv) current real estate tax bills for the Property;

(vi) copies of all special permits and variances with respect to the Property;

;

(viii) to the extent in Seller's possession, the most recent survey of the Property;

(x) a copy of Seller's current policy of title insurance, if any; and

(xi) such additional documents and information relating to the Property as may be reasonably requested by Buyer but only to the extent in Seller's possession.

Buyer acknowledges and agrees that (a) the Seller makes no representation or warranty regarding the accuracy and/or completeness of the Seller Deliverables, and (b) Buyer and any person to whom Buyer provides the Seller Deliverables shall rely on the same at their own risk.

(d) From and after the Effective Date, Seller shall not enter into any new leases or service agreements relating to the Property (collectively "Leases), without the prior written consent of Buyer.

(e) No later than the expiration of the Due Diligence Period, Buyer may deliver a written notice to Seller setting forth which, if any, of the Service Contracts Buyer intends to assume at Closing, to the extent that such Service Contracts are assignable by Seller. Seller agrees that, at Closing, Seller shall terminate at its sole cost and expense all Service Contracts affecting the Property that are not paid in advance and may be terminated, except for those Service Contracts that Buyer has elected to assume at Closing pursuant to the foregoing sentence. Service Contracts that have been paid in advance shall be adjusted pro-rata as of the day of closing. Notwithstanding the foregoing, Seller agrees to terminate, effective as of the Closing Date, all existing management and leasing agreements with respect to the Property. Seller agrees that, from and after the Effective Date of this Agreement to the date and time of Closing, Seller will not enter into any new Service Contract or extend, renew, replace or otherwise modify any existing Service Contract that will be an obligation affecting the Property subsequent to the Closing, unless Seller obtains Buyer's prior written approval.

4. BUYER'S RIGHT OF TERMINATION.

(a) Buyer shall have the unilateral right, prior to the expiration of the Due Diligence Period, in its sole and absolute discretion, for any reason or no reason, including but not limited to, Buyer's review of the Seller Deliverables, review of title, review of the restrictions in the Handlen Deed (as hereinafter defined) in view of Buyer's proposed use of the Property, review of the income and expenses of the Property, investigation of the structural integrity of the building on the Property and its suitability for Buyer's intended use, investigation of the presence of hazardous materials on the Property, review of the zoning regulations and other statutes, laws and regulations applicable to the Property, and review of any Leases, to terminate this Agreement by written notice and upon such termination, Buyer shall be entitled to a return of the Deposit and neither party shall have any further rights herein. Buyer shall have until 5:00 p.m. Eastern time on the last day of the Due Diligence Period within which to determine whether the Property is physically, economically, operationally or otherwise suitable for Buyer's intended use.

(b) Buyer shall have the unilateral right prior to the end of the Approval Period to terminate this Agreement by written notice to Seller in the event Buyer fails to secure the Approvals from the City for Buyer's intended use of the Property on terms satisfactory to Buyer, whereupon Buyer shall be entitled to a return of the Deposit and neither party shall have any further rights herein. Buyer shall have until 5:00 p.m. Eastern time of the last day of the Approval Period by which to terminate this Agreement pursuant to this Section 4(b).

(c) In the event that in its sole and absolute discretion Buyer is not satisfied with the Property or otherwise terminates this Agreement pursuant to this Section 4(b), Buyer shall be unilaterally entitled to terminate this Agreement by giving Seller and Escrow Agent written notice of Buyer's intention to do so prior to the end of the Due Diligence Period or Approval Period, as applicable. In the event Buyer exercises this right to terminate, Escrow Agent shall return to Buyer the Deposit, the parties shall be relieved of all further obligations under this Agreement other than those that survive such termination, and neither party shall be in default under this Agreement. In the event Buyer fails to deliver a notice to Seller by the end Due Diligence Period or Approval Period, as applicable, Buyer shall be deemed to have waived its right to terminate this Agreement under this Section.

5. SELLER'S OBLIGATIONS.

(a) Seller agrees that from and after the Effective Date of this Agreement to the date and time of Closing, Seller shall operate and maintain the Property, at Seller's expense, in the normal course of business and in the same manner as Seller has operated and maintained the Property immediately prior to the Effective Date of this Agreement. Seller will not make any alterations to the Real Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld, except for any alterations required by applicable law, or in the event of an emergency. Seller will not take or permit any action that would affect the zoning, access, utility availability, or other condition of the Property or any portion thereof, except as required by applicable law.

(b) Seller agrees that from and after the Effective Date of this Agreement to the date and time of Closing, Seller shall, at its expense, continue to maintain insurance policies with respect to the Property insuring against fire and other hazards which are at least equivalent in amounts and covered risks to the insurance policies maintained by Seller as of the Effective Date of this Agreement.

6. TITLE, CONDITION AND POSSESSION OF PROPERTY.

(a) Title. Seller shall convey title the Real Estate to Buyer at Closing (as defined below) in fee simple by Quitclaim Deed with Covenant (the "Deed") with good marketable title, free of clear of all liens, encumbrances, restrictions and mortgages except for Permitted Encumbrances, as the same are hereinafter defined (but without limiting Buyer's rights under Section 4(a) above). The Property shall be conveyed by Buyer to Seller subject to the Permitted Encumbrances. Full possession of the Property free of all tenants and occupants shall be delivered to Buyer at the Closing.

(b) “Permitted Encumbrances” shall mean: (i) all customary utility easements of record benefiting the Real Estate and other easements, restrictions and covenants of record which do not in the reasonable opinion of Buyer adversely affect the Buyer’s intended use and development of the Real Estate; (ii) the effect of existing land use, zoning or governmental subdivision regulations so long as the Real Estate is in compliance therewith and they do not prevent Buyer’s intended use; and (iii) any lien for taxes or assessments that are not yet due as of the date of the Closing or are due and payable, but not yet delinquent; (iv) any matters or interests created by, consented to in writing by, or otherwise caused by Buyer or its agents and representatives and (v) those restrictions attached to deed of Lasting Impressions, Inc. to Cynthia G. Handlen and Paul W. Handlen dated August 28th, 1987, and recorded in York Registry of Deeds in Book 4438, page 71, a copy of which is attached hereto as Exhibit B (the “Handlen Deed”).

(c) Title Commitment and Survey. Seller has provided or will provide Buyer with a copy of Seller’s current policy of title insurance, if Seller has one available and a copy of the deed by virtue of which Seller holds title to the Property, as well as the most recent survey of the Property, to the extent in Seller’s possession. Buyer (i) will order or has ordered a current title insurance commitment committing to insure Buyer’s title to the Real Property in the amount of the Purchase Price (the “Title Commitment”) and (2) may order an updated ALTA as-built survey of the Real Property by a surveyor licensed in the State of Maine (the “Survey”). On or before before the expiration of the Due Diligence Period (the “Title Review Period”), Buyer may give Seller written notice of (i) any alleged title defects in the Real Estate; and (ii) any easements, conditions, encumbrances and restrictions that are unacceptable to Buyer because they have an adverse effect on the Real Estate as currently improved and used (items (i) and (ii) being collectively referred to herein as “Unacceptable Encumbrances”). Buyer’s failure to give such notice within the Title Review Period shall be deemed a waiver of Buyer’s right to object to any and all matters that affect the title to the Real Estate as of the end of the Title Review Period, and such matters shall be considered Permitted Encumbrances for the purposes of this Agreement.

(d) Resolution of Unacceptable Encumbrances. If Buyer does give such written notice of Unacceptable Encumbrances in a timely manner, Seller shall then have a period of thirty (30) days from the date it receives Buyer’s notice within which to attempt to cure such Unacceptable Encumbrance(s) (the “Cure Period”). Seller agrees to use good faith and commercially reasonable efforts to attempt to cure the Unacceptable Encumbrance(s). In the event that Seller fails to cure any Unacceptable Encumbrance(s) within the Cure Period, Seller shall give written notice thereof to Buyer at the expiration of the Cure Period. In the event Seller fails to cure the Unacceptable Encumbrance(s), Buyer shall elect, within a period of seven (7) days after its receipt of notice thereof from Seller to either (i) terminate this Agreement; or (ii) waive such Unacceptable Encumbrance(s) and accept conveyance of the Real Estate subject to the Unacceptable Encumbrance(s) without deduction from the Purchase Price. If Buyer elects to terminate this Agreement, the Escrow Agent shall return the Deposit to Buyer, and neither party shall have any further obligation under this Agreement, other than those obligations that survive termination of this Agreement. In the event Buyer fails to make such election within said seven (7) day period, then Buyer shall be deemed to have waived the Unacceptable Encumbrance(s) and accept

conveyance of the Real Estate subject to the Unacceptable Encumbrance(s) without deduction from the Purchase Price.

(e) Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said Deed.

(f) Postponement of Closing. The date of Closing shall be postponed, if necessary, to permit the full running of the time periods described in this Article 6.

7. REPRESENTATIONS AND WARRANTIES OF SELLER.

(a) Seller's Representations. As of the Effective Date, Seller represents and warrants the following, which representations and warranties shall be true as of the Closing Date subject to the provisions of Section 7(b):

(i) Organization; Authority. Seller is duly formed, validly existing and in good standing under the laws of the jurisdiction of its organization and is qualified to do business under the laws of the State in which the Property is located. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, duly authorized, executed and delivered by Seller, are the legal, valid and binding obligations of Seller, and do not violate any provision of any agreement or the organizational documents of Seller, applicable legal requirement or judicial order to which Seller is a party or to which Seller is subject. There is no agreement to which Seller is a party or, to Seller's knowledge, that is binding on Seller which is in conflict with this Agreement, except as otherwise disclosed herein with respect to required third-party consents to assignments of the Service Contracts.

(ii) Foreign Person. Seller is not a foreign person within the meaning of Section 1445(f) of the Internal Revenue Code, and Seller agrees to execute any and all documents necessary or required by the Internal Revenue Service in connection with such declaration.

(iii) Litigation. There is no action or proceeding pending or, to Seller's knowledge, threatened in writing against Seller or relating to the Property which challenges or impairs Seller's ability to execute and perform its obligations under this Agreement or against or with respect to the Property. Seller is not the subject of a bankruptcy or insolvency proceeding and to Seller's knowledge, no bankruptcy or insolvency proceeding is threatened against Seller. Seller has not (a) filed a voluntary petition in bankruptcy; (b) been adjudicated a bankrupt or insolvent or filed a petition or action seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any Federal bankruptcy act or any other laws; (c) sought or acquiesced in the appointment of any trustee, receiver or liquidator of all or any substantial part of the Property, or any portion thereof; or (d) made an assignment for the benefit of creditors or admitted in writing Seller's inability to pay Seller's debts generally as the same become due.

(iv) Leases and Service Contracts. The Property is currently unoccupied and is not subject to any leases or other Service Contracts.

(v) Rent Roll. There are no rent rolls.

(vi) Notices from Governmental Authorities. Seller has not received written notice from any governmental authority that the Property is not in material compliance with all applicable laws, except for such failures to comply, if any, which have been remedied.

(vii) Employees. Seller does not employ any persons. Seller is not party or subject to or bound by the terms of any employment, collective bargaining or similar agreement or arrangement.

(ix) Environmental. Except as may be identified in any environmental reports delivered by Seller to Buyer or as otherwise disclosed herein, Seller has not received any written notice from any governmental authority that the Property is in violation of any environmental laws applicable to the Property with respect to Hazardous Substances. To the best of Seller's knowledge, the Property does not contain asbestos, radon or any hazardous materials or harmful or toxic substances, and is not in violation of any environmental laws applicable to the Property with respect to Hazardous Substances. The term "Hazardous Substances" as used in this Agreement shall include without limitation any "Hazardous Substance" as defined in 38 M.R.S.A. §1362(1) as amended from time to time or any successor provisions and any rules and regulations adopted pursuant thereto.

(x) No Insolvency. Seller has not: (i) made a general assignment for the benefit of creditors, (ii) filed a petition for voluntary bankruptcy or filed a petition or answer seeking reorganization or any arrangement or composition, extension, or readjustment of its indebtedness, (iii) consented in writing in any creditor's proceeding, to the appointment of a receiver or trustee for Seller or any of its property, or (iv) been named as a debtor in an involuntary bankruptcy proceeding.

(xi) Taxes. All real property, personal property, and similar taxes and assessments with respect to the Real Property that have become due and payable have been paid by Seller; there are no liens or other encumbrances for taxes on any Real Property except for liens for current taxes not yet due and payable; and there are no disputes or claims concerning taxes with respect to the Real Property.

(b) Update and Survival. The matters set forth in Section 7(a) constitute representations and warranties by Seller which are now and (subject to matters contained in any notice given pursuant to the next succeeding sentence) shall, in all material respects, at the Closing be true and correct. If Seller has actual knowledge that any of the representations and warranties contained in Section 7(a) may cease to be true, Seller shall give prompt notice to Buyer (which notice shall include copies of the instrument, correspondence, or document, if any, upon which

Seller's notice is based). Seller shall promptly notify Buyer in writing of any event or condition known to Seller which occurs prior to Closing hereunder and which causes a material change in the facts relating to, or the truth or accuracy of, any of the representations and warranties made by Seller in Section 7(a). At the Closing, Seller shall reaffirm and restate such representations and warranties, subject to any changes in facts or circumstances which may have occurred since the Effective Date. As reaffirmed and restated at Closing, the aforesaid representations and warranties shall survive Closing for a period of twelve (12) months (the "Survival Period"), after which time Seller shall have no liability with respect thereto unless Buyer shall have asserted a breach thereof in a written notice delivered to Seller prior to the expiration of the Survival Period. Notwithstanding anything to the contrary in this Agreement, if written notice of a claim has been given prior to the expiration of the Survival Period, then the relevant representation or warranty shall survive, solely as to the claims asserted in such notice, until such claim has been finally resolved.

8. REPRESENTATIONS AND WARRANTIES OF BUYER.

(a) Buyer's Representations. Buyer represents and warrants to Seller that the following matters are true and correct as of the Effective Date.

(i) Authority. This Agreement has been, and all of the documents to be delivered by Buyer at the Closing will be, duly authorized, executed and delivered by Buyer, are the legal, valid and binding obligations of Buyer, and do not violate any provision of any agreement or the organizational documents of Buyer, applicable legal requirement or judicial order to which Buyer is a party or to which Buyer is subject. There is no agreement to which Buyer is a party or, to Buyer's knowledge, that is binding on Buyer which is in conflict with this Agreement.

(ii) No Insolvency. Buyer has not and as of the Closing Date will not have: (i) made a general assignment for the benefit of creditors, (ii) filed a petition for voluntary bankruptcy or filed a petition or answer seeking reorganization or any arrangement or composition, extension, or readjustment of its indebtedness, (iii) consented in writing, in any creditor's proceeding, to the appointment of a receiver or trustee for Buyer or any of its property, or (iv) been named as a debtor in an involuntary bankruptcy proceeding.

(iii) Litigation. To the best of Buyer's knowledge, there is no material pending or threatened litigation action against Buyer that could reasonably be expected to adversely impact Buyer's ability to perform its obligations under this Agreement.

(iv) Financial Capacity. Buyer has the financial capacity to pay the purchase price without resort to borrowing which is currently not irrevocably committed and subject to no conditions.

(b) Survival. The representations and warranties of Buyer as set forth in Section 8(a) shall survive the Closing for a period of twelve (12) months (the "Survival Period"), after which time Seller shall have no liability with respect thereto unless Buyer shall have asserted a breach thereof in a written notice delivered to Seller prior to the expiration of the Survival Period. Notwithstanding anything to the contrary in this Agreement, if written notice of a claim has been

given prior to the expiration of the Survival Period, then the relevant representation or warranty shall survive, solely as to the claims asserted in such notice, until such claim has been finally resolved.

9. CLOSING. Subject to the terms of this Agreement, the closing of the transaction contemplated hereby (the “Closing”) shall be held no later than the first to occur of (a) seventy-five (75) days after the Effective Date or (b) seven (7) days following receipt by Buyer of all Approvals on terms satisfactory to Buyer so long as such date is at least sixty (60) days following the Effective Date at the offices of Drummond Woodsum & MacMahon, 84 Marginal Way, Suite 600, Portland, Maine at such date and time as the Buyer and Seller shall mutually agree upon in advance and in writing, time being of the essence, or on such other date and at such other location as Seller and Buyer may agree (the “Closing Date”).

(a) SELLER’S CONDITIONS PRECEDENT. In addition to any other conditions contained in this Agreement, Seller’s obligations under this Agreement are subject to and conditioned upon the satisfaction (or waiver by Seller) of the following conditions precedent:

(i) Compliance with this Agreement. Buyer shall, as of the date and time for Closing, have performed and complied in all material respects with all agreements and obligations that are required to be performed or complied with by Buyer on or before the date of Closing.

(ii) Representations and Warranties. There shall not have occurred and be continuing at the date and time scheduled for Closing any material adverse change in the truth and accuracy of any of the representations and warranties of Buyer set forth in this Agreement.

If, by the date and time of Closing, any of the foregoing conditions are not satisfied for any reason whatsoever or, alternatively, are not expressly waived by Seller in writing, then, in addition to any other remedies it may expressly be entitled to under this Agreement, Seller shall have no obligation to consummate the transaction described herein and shall have the right to terminate this Agreement by written notice to Buyer, whereupon all obligations of the parties hereto shall cease except for those obligations surviving termination.

(b) SELLER’S CLOSING DELIVERABLES. At the Closing, Seller shall deliver the following documents mutually and reasonably satisfactory to Seller and Buyer (collectively, the “Closing Documents”):

(i) Bringdown Certificate. A certificate restating and reaffirming Seller’s representations pursuant to Section 7(b) hereof, with such changes as shall be necessary to make such representations true, complete and accurate in all material respects as of the date and time of Closing;

(ii) Deed. The executed and acknowledged Deed, as described in Section 6(a) above;

(iii) Bill of Sale and General Assignment. Reserved. There is no Personal Property being conveyed.;

(iv) Assignment and Assumption of Lease. Reserved; There are no leases to be assigned or assumed.

(vii) Evidence of Termination of Service Contracts. Reserved, There are no Services Contracts to be terminated, assigned or assumed.

(viii) Title Affidavits. Executed originals of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Real Estate shall require, including without limitation mechanic's lien or tenants-in-possession affidavits (but not a commercial survey affidavit) in order to issue such policy and to omit therefrom all exceptions for unfilled mechanics', materialmen's or similar liens and parties in possession and brokers' liens;

(ix) Estoppels. Reserved. There are no tenants.

(x) Notice to Tenant(s).

(xi) Nonforeign Person Affidavit. Such affidavits and certificates, in form and substance reasonably satisfactory to Buyer, as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code;

(xii) 1099 S. A completed form 1099S or effective equivalent thereof, describing the sale of the Property;

(xiii) Resident Affidavit. An affidavit indicating that Seller is a Maine limited liability company, or in lieu thereof or of another applicable exemption, Buyer shall be entitled to withhold and account for a portion of the Purchase Price as required by 33 M.R.S.A. §5250-A;

(xiv) Underground Oil Storage Tank Certification. A notice regarding underground storage tanks pursuant to 38 M.R.S.A. §563(6);

(xv) Corporate Documents. A copy of a Company Resolution or other sufficient certificate demonstrating the authorization of this Agreement and the transactions contemplated by this Agreement, all certified by the appropriate agent of Seller as being true, correct and in full force and effect on the date of the execution of this Agreement and the Closing;

(xvi) Settlement Statement. A Settlement Statement setting forth the source and disposition of the Purchase Price (subject to adjustments and prorations in accordance with

this Agreement) and all other funds to be transferred at Closing and the other disbursements to be made by or on behalf of Seller pursuant to this Agreement (the “Settlement Statement”);

(xvii) Real Estate Transfer Tax Declaration. A Real Estate Transfer Tax Declaration in the form required to be recorded with the Deed, if applicable;

(xviii) Other Documents. Such additional documents and items as Seller’s and/or Buyer’s attorney and/or the Escrow Agent may reasonably require to consummate the transaction contemplated by this Agreement.

(c) BUYER’S CONDITIONS PRECEDENT. In addition to any other conditions to Buyer’s consummation of the transaction contemplated herein expressly set forth in this Agreement, Buyer’s obligations under this Agreement are subject to and conditioned upon the satisfaction (or waiver by Buyer) of the following conditions precedent (collectively, the “Buyer’s Conditions”):

(i) Compliance with this Agreement. Seller shall, as of the date and time for Closing, have performed and complied in all material respects with all agreements and obligations that are required to be performed or complied with by Seller on or before the date of Closing.

(ii) Representations and Warranties. There shall not have occurred and be continuing at the date and time scheduled for Closing any material adverse change in the truth and accuracy of any of the representations and warranties of Seller set forth in this Agreement; provided, however, Buyer shall not have the right to terminate this Agreement as a result of:

(1) Changes in the representations contained in Section 7(a)(iv) as a result of the expiration or termination of any Service Contract, default of the vendor under any Service Contract, or as a result of new Service Contracts entered into by Seller with the prior written approval of Buyer;

(2) Changes approved by Buyer or expressly permitted pursuant to the terms of this Agreement; or

(3) Changes in the Rent Roll, provided such changes are consistent with the terms of Section 3(d).

(iii) Title Insurance. The Title Company shall be prepared to issue an owner’s title insurance policy insuring Buyer’s good and marketable fee simple title to the Real Estate free and clear of all exceptions and encumbrances other than the Permitted Exceptions, subject to the delivery of Seller’s Closing Documents and the payment of the applicable title insurance premiums. At its option, Buyer may direct the Title Company to issue additional title insurance endorsements if Buyer pays for the extra cost of such

additional endorsements, provided that the Title Company's failure to issue any such additional endorsements shall not affect Buyer's obligations under this Agreement.

If, by the date and time of Closing, any of the foregoing conditions are not satisfied for any reason whatsoever or, alternatively, are not expressly waived by Buyer in writing, then, in addition to any other rights and remedies it may expressly be entitled to under this Agreement, Buyer may terminate this Agreement by written notice to Seller, in which event all obligations of the parties hereto shall cease except for any obligations surviving termination.

(d) BUYER'S CLOSING DELIVERABLES. At the Closing, Buyer shall deliver the following documents mutually and reasonably satisfactory to Seller and Buyer:

(i) Purchase Price. That portion of the Purchase Price payable at the Closing, as adjusted pursuant to the terms hereof;

(ii) Bill of Sale and General Assignment. Reserved. There is no Personal Property or Service Contracts. The Bill of Sale and General Assignment described in Subsection 9(b)(iii);

(iii) Assignment and Assumption of Leases. Reserved; There are no Tenants.

(iv) Notification to Buyer of Withholding Tax Requirement. An executed original certificate in form and substance reasonably satisfactory to Seller acknowledging receipt of notification of the withholding tax requirements of applicable State or Federal law, if any;

(v) Corporate Documents. A sufficient certificate demonstrating the authorization of this Agreement and the transactions contemplated by this Agreement, all certified by the appropriate agent of Buyer as being true, correct and in full force and effect on the date of the execution of this Agreement and the Closing;

(vi) Settlement Statement. The Settlement Statement setting forth the payment of the Purchase Price to Seller (subject to adjustments and prorations in accordance with this Agreement) and all other funds to be transferred at Closing;

(vii) Real Estate Transfer Tax Declaration. A Real Estate Transfer Tax Declaration in the form required to be recorded with the Deed, if applicable;

(viii) Other Documents. Such additional documents and items as Seller's and/or Buyer's attorney and/or the Escrow Agent may reasonably require to consummate the transaction contemplated by this Agreement.

(e) CLOSING COSTS. At the Closing, Seller shall adjust for or deliver to Buyer any security deposits that are in Seller's or Seller's agent's possession and are related to the Property. The recording fee for the Deed shall be paid by Buyer. Buyer shall be responsible for the costs of

any title searches and title insurance that Buyer elects to procure, as well as the cost of engineering and environmental consultants retained for due diligence. The real estate transfer tax imposed pursuant to 36 M.R.S.A. §4641-A shall be split equally between Seller and Buyer. The cost of recording any title clearing documents required of the Seller in connection with the cure of any Unacceptable Encumbrances (except for Permitted Encumbrances) shall be paid by Seller. Each party shall pay its own attorney's fees. Other closing costs will be allocated according to the custom for commercial real estate transactions in Maine.

(f) PRO-RATIONS. The following items shall be prorated as of the Closing Date:

(i) Real estate taxes assessed by the Town of Biddeford, Maine, assessments, rentals, and utilities shall be prorated as of 11:59 p.m. on the day prior to the Closing Date (Seller being responsible for any unpaid taxes for prior years).

(ii) Any other municipal fees, levies, or liens;

(iii) Fuel;

(iv) Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing;

(v) Service Contract Proration. Reserved. There are no Service Contracts.

(vi) Rent Proration. Reserved. There are no Tenants or Leases.

(vii) For purposes of calculating prorations, Buyer shall be deemed to own the Property, and therefore entitled to the income and responsible for the expenses, for the entire day on which the Closing occurs. Prorations favoring Buyer shall be credited against the cash portion of the Purchase Price, and prorations favoring Seller shall be payable by Buyer at Closing in addition to the Purchase Price. All prorations shall be based on the actual number of days of the calendar month of Closing and a three hundred sixty five (365) day year.

(g) Survival. The agreements of the parties set forth in Sections 9(e)-(f) shall survive the Closing.

10. FINANCING CONTINGENCY. Buyer's obligation to purchase is not contingent on obtaining financing from any outside sources which have not been irrevocably committed. Buyer shall demonstrate to Seller the existence of such availability prior to the expiration of the Due Diligence Period, including by way of illustration and not limitation delivery of bank statements and/or brokerage account statements (the contents of which shall be Buyer confidential information and shall not be disclosed by Seller to another other person or entity other than its counsel and which shall be used solely for the purpose of confirming Buyer's ability to fund the Purchase Price from Buyer's resources) to Seller. Without limiting the foregoing covenant by Buyer, Buyer may elect to apply for financing and if he does so Seller will reasonably cooperate with Buyer and such lender by providing information reasonably requested by such lender from time to time.

11. ADJUSTMENTS. In the event accurate prorations and other adjustments cannot be made at Closing because current bills or statements or other information are not obtainable, or such prorations are for amounts payable in arrears, the parties shall prorate on the best available information, subject to adjustment in cash after the Closing within thirty (30) days after complete and accurate information becomes available. Seller and Buyer agree to cooperate and use their best efforts to make such adjustments as soon as practical but no later than the day which is ninety (90) days after Closing (except with respect to taxes which must be finally settled within three (3) months after receipt of actual tax bills). The agreements of the parties set forth in this Section 11 shall survive the Closing.

12. RISK OF LOSS. Until delivery of the Deed from Seller to Buyer and except as otherwise provided herein, risk of loss or damage to the Property by fire or otherwise shall be on Seller. In the event prior to the Closing, (a) any damage or casualty to the Property occurs, or (b) a condemnation or other taking of the Property, or any part of the Property, or any rights of access or other material rights benefiting the Property as a result of the exercise of the power of eminent domain, or in the event that any type of proceeding for such a condemnation or taking is commenced prior to the Closing by any governmental body, then, in any such case, Seller shall promptly notify Buyer in writing of such event, and Buyer shall have the option to either: (i) terminate this Agreement, in which event the Deposit shall be returned to Buyer and neither party shall have any further obligations or liabilities hereunder; or (ii) proceed with the Closing without reduction of the Purchase Price. If Buyer elects to proceed with the Closing, Seller shall pay and/or assign to Buyer all of Seller's right, title and interest in and to the condemnation awards, in the event of eminent domain, or insurance proceeds (including casualty and rent loss proceeds), in the event of damage or casualty.

13. BROKERAGE; Agency Disclosure. Joseph Malone and Jennifer Small ("Selling Agent") are acting as Purchaser's agents in this transaction and are representing the Purchaser and that Greg Hasting ("Listing Agent") is acting as a Seller's agent in this transaction and is representing the Seller (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees"). Disclosed Dual Agency is permitted by the Listing Agreement with Seller. Each party represents to the other that it has not dealt with any other broker, finder or other intermediary in connection with this sale. Each party agrees to protect, indemnify and hold harmless the other from and against any and all liabilities, claims, demands, costs, expenses (including reasonable attorneys' fees and disbursements) and judgments relating to any fee, commission or other compensation asserted by any other broker, finder or other intermediary in connection with this Agreement or the transactions contemplated hereby arising out of its acts.

14. BUYER'S DEFAULT. In the event Buyer fails to consummate the purchase of the Property, in accordance with the provisions of this Agreement, for any reason other than those reasons specified in this Agreement as giving rise to a right in Buyer to terminate the transaction contemplated by this Agreement, this Agreement shall be terminated, whereupon the Escrow Agent shall disburse the Deposit to Seller as liquidated damages for such default and in full and complete satisfaction of all claims against Buyer, and not as a penalty, whereupon all obligations of the parties to one another shall cease and this Agreement shall be null and void without recourse to the parties hereto and shall not be the subject matter of any litigation between the parties.

15. SELLER'S DEFAULT. In the event that Seller is in default or fails to comply with any of the terms and conditions of this Agreement, for any reason other than those reasons specified in this Agreement, Buyer may either (i) terminate this Agreement by written notice to Seller, in which event the Escrow Agent shall return the Deposit to the Buyer; or (ii) Escrow Agent shall return the Deposit to Buyer and Buyer may pursue all remedies available at law and equity, including, without limitation, an action for specific performance of Seller's obligation to convey the Property, it being agreed that no adequate remedy at law exists.

16. WITHHOLDING TAX REQUIREMENT. Any other provision of this Agreement notwithstanding, Buyer shall, unless an exemption applies, be entitled to withhold at the Closing all amounts required to be withheld under any applicable federal or state law, and any such withheld amounts shall be credited against the Purchase Price as if paid to Seller at Closing.

17. ASSIGNMENT. Buyer shall be entitled to assign its right, title and interest herein to one or more corporations, partnerships, limited liability companies, or other entities controlled by or under common control with Buyer. Such assignee shall expressly assume all of Buyer's duties, obligations and liabilities hereunder, and a copy of such assignment and assumption shall be provided with reasonable promptness to Seller. Nothing herein, however, shall release Buyer from the warranties and representations contained herein. Any other assignment by Buyer shall be made only with the prior written consent of Seller, such consent not to be unreasonably withheld.

18. NOTICES. All notices, requests or other communications which may be or are required to be given, served or sent by either party hereto to the other shall be deemed to have been properly given if in writing and (a) delivered in person or by e-mail in a PDF attachment (with a confirmation copy delivered in person or by overnight delivery contemporaneously therewith) or (b) by overnight delivery with any reputable overnight courier service, and shall be effective upon receipt (whether refused or accepted) and, in each case, addressed as follows:

To Seller: 64 Landry Street LLC
113 Mile Stretch Road
Biddeford, ME 04005

To Buyer: Adam Nappi
79 Bow Street
Freeport, Maine 04032

19. MISCELLANEOUS.

(a) Mediation. Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior understandings and agreements between them. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses their entire agreement.

(c) Successors. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their successors and/or assigns, subject to the provisions of Section 17 herein.

(d) Amendments. This Agreement shall not be altered or modified or amended except by written instrument signed by each of the Seller and Buyer.

(e) Governing Law/Waiver of Trial by Jury. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS IN EFFECT IN THE STATE OF Maine WITHOUT APPLICATION OF ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

(f) Headings. The headings of this Agreement appear solely for convenience of reference, and such headings are not part of this Agreement and shall not be used to construe it.

(g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement. Signatures appearing hereon that have been reproduced, applied, provided, delivered or transmitted by facsimile, email, DocuSign or other electronic means shall be equally binding and effective as original signatures hereon, and shall be deemed duly and effectively delivered if so transmitted or provided.

(h) No Waiver. No delay or omission on the part of either party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(i) Construction. All pronouns and nouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or the context may require.

(j) Business Days. If the date for performance of any obligation hereunder, or the giving of any notice hereunder, falls on a Saturday, Sunday or a legal holiday in the State of Maine, the period for such performance, or the giving of any notice hereunder, shall be extended to the next business day.

(k) Time of the Essence. Time is of the essence of this Agreement.

(l) Exhibits. The Exhibits attached to this Agreement are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

(l) Exclusivity. Seller agrees that, during the term of this Agreement Seller will not (i) solicit any offers to purchase the Property from any other party, or (ii) negotiate any documentation in response to an offer, proposal or expression of interest of purchasing the Property.

(m) Effective Date. The "Effective Date" of this Agreement is the date that the last of the parties has executed this Agreement, as indicated below such party's signature. This Agreement shall be null and void and of no force or effect, and neither party shall have any liability hereunder unless both parties have signed this Agreement by 5:00 pm on Tuesday, February 14, 2022.

(n) Broker Fees. Seller accepts and agrees to the terms and conditions set forth in this Agreement and agrees to pay the Licensee the commission for services according to the terms of the listing agreement(s) or if there is no listing agreement, the sum of 5% to be split 50/50 between brokers. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that Licensee's portion shall not exceed the full amount of the commission specified.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

SELLER:

64 LANDRY STREET LLC

By: Dan Hutchens

Name: Dan Hutchens

Its: Member _____

DATE: February 14, 2022

BUYER:

DocuSigned by:
Adam Nappi
D7931BCD5FEC4A5...

ADAM NAPPI

2/14/2022

DATE: February _____, 2022

ESCROW AGENT:

THE DUNHAM GROUP

By: _____

Its: _____



**CITY OF BIDDEFORD
FIRE DEPARTMENT**

152 Alfred Street
Biddeford, Maine 04005
Tel: 207-282-6632
Fax: 207-283-8243

Chief Scott R. Gagne
Assistant Chief Edward B. Dexter
Deputy Chief Kevin D. Duross

March 16, 2022

Mr. Dean Nowell
Bow Street Beverage
64 Landry St.
Biddeford, Maine 04005

Subject: Ability to Serve for Proposed recycling facility, 64 Landry St., Biddeford, Maine 04005

Dear Mr. Nowell,

In response to your request, this letter will serve as confirmation that the City of Biddeford Fire Department will serve the proposed project as listed above.

It is the position of the Biddeford Fire Department, that we will provide emergency service for the above listed property as long as the department is available at time of request. It is of the understanding that the Biddeford Fire Department may request assistance from mutual aid departments in the event the Biddeford Fire Department is not available to respond.

We look forward to working with you to make this project a success for you and the City of Biddeford.

Please contact the Biddeford Fire Department if you have any questions and or concerns.

Respectfully,

A handwritten signature in black ink that reads "Kevin D. Duross".

Kevin Duross
Deputy Chief

Cc: Greg Tansley, City Planner



February 28, 2022

Piazza LLC
ATTN: Dean Nowell
79 Bow Street
Freeport Maine, 04032

Re: Ability to Serve – 64 Landry Street – Biddeford – Recycling Center - Change of Use

Greetings,

The Maine Water Company (MWC) has received your request for an Ability to Serve Determination for the property located at 64 Landry Street, Biddeford, Maine for the above referenced project. The request indicates a plan to redevelop the existing warehouse space into a recycling process center for Maine returnable recycling items that will not be open to the public. Maine Water understands that this establishment will have approximately two bathrooms and three employees during a peak shift. It is also our understanding that minimal process water is expected during normal operation. The static pressure in the area is approximately **40 psi**. Based on the criteria, MWC does have sufficient capacity in the area from the existing 16-inch cast iron main on Landry Street to serve this project. The building is currently served with 1-inch service line from the Landry Street public main. Additional infrastructure improvements are required at the expense of the developer to meet the overall needs of this project.

Conditions of Service

- Maine Water is currently understanding that the existing service lines are adequately sized and will not be changed.
- Notify Maine Water of any changes to the existing service line connections.
- A standard dual-check backflow preventer device will be required on this service connection. If one does not currently exist, this will be required to be installed before activation of service.

Should a request for service not be executed within one year of the date of this letter, MWC reserves the right to reevaluate its ability to serve this project.

All work must be completed in accordance with MWC Terms and Conditions as well as material specifications. All appropriate paperwork must be completed and deposit paid prior to the start of construction. Please forward all design plan revisions as the project develops to prevent construction delays. Water service will be provided in accordance with Maine Public Utility Commission rules. If you have any additional questions, please do not hesitate to contact our office at 1-800-287-1643 or by email at Marcus.Knipp@mainewater.com. We look forward to working with you throughout design and construction.

Sincerely,
The Maine Water Company

A handwritten signature in black ink, appearing to read "M. Knipp".

Marcus Knipp, E.I.T.
Engineer



Material Management Plan

64 Landry St. Biddeford, Maine

We will be recycling Bottles and Cans under the State of Maine Bottle Bill and the site will be Licensed by Maine Department of Environmental Protection. We will be following all the rules and guidelines provided by the DEP.

We will be picking up from restaurants and transporting the bottles and cans in plastic bags and plastic totes to the facility.

All containers will be sorted and stored inside the building in large Gaylord Plastic containers with lids. The gaylords will be picked up by a trailer truck approximately once per week.

This facility will not be licensed to be open to the Public. (No public drop off allowed)



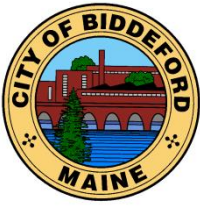
During the day to day operations our employees will be putting the containers into sorting machines provided by Tomra. These machines will sort, crush and store the containers in gaylords (See image to the left) When we have around 20 full gaylords, we will call for a pick up from Tomra. (Approximately once per week)

Our returnable containers will be sourced from Restaurants.

We envision 2 or 3 people working per day. If we have extreme volume during the summer we may have to add 1 or 2 more on a peak day. The current building has 2 bathrooms and ample parking. We should be using only 2 to 3 parking spots daily. (Possibly 5 if very high volume)

Thank You,

Dean Nowell
Operations Manager
Bow Street
207-615-6064



CITY OF BIDDEFORD

Planning and Development Department

205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115

FINDINGS OF FACT AND CONCLUSIONS OF LAW **CONDITIONAL USE PERMIT (CUP)**

Pursuant to the provisions of the City of Biddeford Code of Ordinances Land Development Regulations, Article VII (Conditional Use Permits), Article XI (Site Plan Review), and Article VI (Performance Standards), the Biddeford Staff Review Committee has considered the application of **Drive220, LLC** to operate an auto sales location at 457 Alfred Street. Based on its review, including supportive data and related materials contained in the record, the Staff Review Committee makes the following Findings of Fact and Conclusions of Law:

Findings of Fact:

	<u>SUBJECT</u>	<u>INFORMATION</u>
1.	Applicant	Drive220, LLC 451 Alfred Street Biddeford, ME 04005
2.	Property Owner	Patrick Donahue 6 Donahue Lane Scarborough, ME 04074
3.	Agent	Same as owner
4.	Engineer/Surveyor	N/A
5.	Project Location	457 Alfred Street, Suite 102
6.	Map/Lot	Map 17, Lot 7
7.	City Approvals Required	Conditional Use Permit
8.	Existing Zoning	I-3
9.	Overlay Zoning	None
10.	Existing Use	Storage, vehicle cleaning
11.	Proposed Use	Auto Sales (office location for maintaining dealer license for wholesale auto sales)
12.	Uses in the Vicinity	Industrial
13.	Parcel Size	2.56 acres
14.	Water Supply	Public
15.	Sewerage Disposal	Public
16.	Solid Waste Disposal	Private
17.	Fire Protection	Public
18.	Parking Spaces Required	10
19.	Parking Spaces Provided	10
20.	Ownership of Road	Public

21.	Waivers Needed/Requested	Full Site Plan Review
22.	Waivers Granted	Full Site Plan Review
23.	Additional Approvals/Permits Needed	None
24.	Fees Paid (LDR Attachment A)	All fees paid
25.	Planning Board Review History	Staff Review Committee, 4/11/2022

Conclusions of Law:

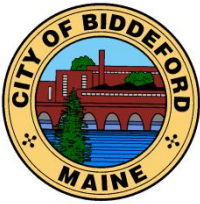
1. The proposed use meets specific requirements set forth in this ordinance and would be in compliance with applicable state or federal laws;
2. The proposed use would not create fire safety hazards by providing adequate access to the site, or to the buildings on the site, for emergency vehicles and would not create hazards through the storage of chemicals and wastes;
3. The proposed exterior lighting, where allowed, would not create hazards to motorists traveling on adjacent public streets or is adequate for the safety of occupants or users of the site or would not damage the value and diminish the usability of adjacent properties;
4. The provisions for buffers and on-site landscaping provide adequate protection to neighboring properties from detrimental or unsightly features of the development;
5. The proposed use would not have a significant, detrimental effect on the use and peaceful enjoyment of abutting property as the result of noise, vibrations, fumes, odor, dust, glare, hours of operation, or other causes;
6. The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets would not create hazards to public safety or traffic congestion;
7. The proposed use would generate a volume of traffic that can reasonably be accommodated by the existing road network, or would not create unreasonable traffic hazards or would not exacerbate an existing traffic hazard, or would not create unreasonable traffic congestion;
8. The proposed use would not have a significant, detrimental effect on the value of adjacent properties which could be avoided by reasonable modification of the proposal;
9. The proposed use would not have an adverse impact on the privacy of the residents of the immediate area (within 500 feet) which could be avoided by reasonable modification of the proposal;
10. The proposed use would be in compliance with Biddeford's Comprehensive Plan;

11. The proposed use would not have an adverse impact on the immediate neighborhood or the community relative to architectural design, scale, bulk and building height, identity and historical character, or visual integrity, which could be avoided by reasonable modification of the proposal;
12. The design of the site would not result in significant flood hazards or flood damage or would be in conformance with applicable flood hazard protection requirements;
13. Adequate provision has been made for disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;
14. Adequate provision has been made to control erosion or sedimentation;
15. Adequate provision has been made to handle stormwater runoff or other drainage problems on the site; and the proposed development will not unduly burden off-site surface water systems;
16. The proposed water supply would meet the demands of the proposed use for fire protection purposes;
17. Adequate provision has been made for the transportation, storage, and disposal of hazardous substances and materials as defined by state law;
18. The proposed use would not have an adverse impact on scenic vistas or on significant wildlife habitat or wetland areas and water bodies which could be avoided by reasonable modification of the proposal;
19. When located in the Shoreland Zone, the proposed use would meet the purposes of Shoreland Zoning as identified in Article XIV, Section 1 (Purposes) of this ordinance.

Approval Granted:

Based on the evidence available and the conclusions above, the Biddeford Staff Review Committee approves the Conditional Use Permit for the proposed project summarized above, located at 64 Landry Street (Tax Map 74, Lot 10-1) in accordance with the submitted application, supporting data, representations made, other related materials on file, and the following Conditions of Approval:

- 1. Standard Conditions of Approval apply.**
- 2. Improvements to the parking area, including striping 10 paved parking spaces, must be completed. A compliance inspection needs to occur by Code Enforcement to verify the parking lot is properly striped.**



CITY OF BIDDEFORD

Planning and Development Department

Hannah Bonine
Assistant City Planner
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115
Hannah.Bonine@biddefordmaine.org

STAFF REPORT

TO: Biddeford Staff Review Committee

FROM: Hannah Bonine, Assistant City Planner

DATE: April 4, 2022

RE: 2022.13 Conditional Use Permit for Drive220, LLC to operate an automobile sales facility at 457 Alfred Street (Tax Map 17, Lot 7) in the Industrial (I-3) zone.

MEETING DATE: Monday, April 11, 2022 at 2:00 pm

1. INTRODUCTION

The applicant, Drive220 LLC, seeks a Conditional Use Permit to operate an automobile repair and sales facility at 457 Alfred Street. Auto repair and sales is a conditional use in the I-3 zone. The applicant intends to use this facility to operate a small wholesale auto sales business. The existing building is a small 975 +/- square foot storage building with 2 garage bays. Minor exterior improvements are proposed, including replacing the siding on the building. 10 parking spots adjacent to the building will be reserved for the new use.

2. PROJECT INFORMATION

	<u>SUBJECT</u>	<u>INFORMATION</u>
1.	Applicant	Drive220, LLC 451 Alfred Street Biddeford, ME 04005
2.	Property Owner	Patrick Donahue 6 Donahue Lane Scarborough, ME 04074
3.	Agent	Same as owner
4.	Engineer/Surveyor	N/A
5.	Project Location	457 Alfred Street, Suite 102
6.	Map/Lot	Map 17, Lot 7
7.	City Approvals Required	Conditional Use Permit
8.	Existing Zoning	I-3
9.	Overlay Zoning	None

10.	Existing Use	Storage, vehicle cleaning
11.	Proposed Use	Office location for dealer license
12.	Uses in the Vicinity	Industrial
13.	Parcel Size	2.56 acres
14.	Water Supply	Public
15.	Sewerage Disposal	Public
16.	Solid Waste Disposal	Private
17.	Fire Protection	Public
18.	Parking Spaces Required	10
19.	Parking Spaces Provided	10
20.	Ownership of Road	Public
21.	Waivers Needed/Requested	Full Site Plan Review
22.	Waivers Granted	Full Site Plan Review
23.	Additional Approvals/Permits Needed	None
24.	Fees Paid (LDR Attachment A)	All fees paid
25.	Planning Board Review History	Staff Review Committee, 4/11/2022



View of building near entrance off West Cole Road

3. COMPLIANCE WITH CITY ORDINANCES

The applicant must demonstrate compliance with the Conditional Use Standards (Article VII, Section 6), Performance Standards (Article VI, Section 7) and Site Plan Review (Article XI)

Prior to approval, the following Performance Standards must be met:

Automotive service/repair operations and body shops. All automotive service/repair operations or body shops shall adhere to the following standards:

1. *No storage of repair parts or parts vehicles is permitted in the front yard area.*
2. *All outside storage shall be under cover or screened from view from adjacent properties.*

4. WAIVER REQUESTS

Full Site Plan Review

5. OUTSTANDING ITEMS TO BE ADDRESSED PRIOR TO APPROVAL

None

6. STAFF RECOMMENDATIONS

It is recommended that the Staff Review Committee grant the requested waiver for Full Site Plan Review.

Staff recommends that the Conditional Use Permit is approved by the Staff Review Committee, with the following minimum conditions of approval:

1. **Standard Conditions of Approval apply.**
2. **Improvements to the parking area, including striping 10 paved parking spaces, must be completed. A compliance inspection needs to occur by Code Enforcement to verify the parking lot is properly striped.**

7. ATTACHMENTS

1. Planning Application
2. Planning Letter
3. Five Star Holdings, LLC – Dealer License at 457 Alfred Street, Suite 102 - Plan



**CITY OF BIDDEFORD
FIRE DEPARTMENT**

152 Alfred Street
Biddeford, Maine 04005
Tel: 207-282-6632
Fax: 207-283-8243

Chief Scott R. Gagne
Assistant Chief Edward B. Dexter
Deputy Chief Kevin D. Duross

March 28, 2022

Mr. Patrick Donahue
Drive220, LLC
451 Alfred St.
Biddeford, Maine 04005

Subject: Ability to Serve for 457 Alfred St. Suite 102, Biddeford, Maine 04005

Dear Mr. Donahue,

In response to your request, this letter will serve as confirmation that the City of Biddeford Fire Department will serve the proposed project as listed above.

It is the position of the Biddeford Fire Department, that we will provide emergency service for the above listed property as long as the department is available at time of request. It is of the understanding that the Biddeford Fire Department may request assistance from mutual aid departments in the event the Biddeford Fire Department is not available to respond.

We look forward to working with you to make this project a success for you and the City of Biddeford.

Please contact the Biddeford Fire Department if you have any questions and or concerns.

Respectfully,

A handwritten signature in black ink that reads "Kevin D. Duross".

Kevin Duross
Deputy Chief

Cc: Hannah Bonine, Assistant City Planner



BIDDEFORD POLICE DEPARTMENT

39 ALFRED STREET, BIDDEFORD, MAINE 04005

COURAGE • HONOR • INTEGRITY



ROGER P. BEAUPRE
Chief of Police

(207) 282-5127
biddefordmaine.org/police

April 4, 2022

Patrick Donahue
Five Star Holdings, LLC
451 Alfred Street
Biddeford, ME 04005

RE: 457 Alfred Street, Biddeford

Dear Mr. Donahue,

The address shown below is the physical E-911 Emergency response location address. There are two suites attached to this building which are identified as suite #101 and #102.

Property Address: 457 Alfred Street
Biddeford, ME 04005

Identifying Your Building/Home

For Police, Fire and Rescue purposes, it is very important that you place your street number on/near your house or building in a location visible from the street or driveway. The height of each number in your address should be a minimum of 4 inches. The color of the numbers should contrast with the color of building. We strongly recommend the numbers be made of reflective materials to enhance nighttime viewing.

In addition, if your house or building is located further than 75 feet back from the road or otherwise not visible from the road, your street number(s) is required to be placed at the beginning of your driveway/private way. Acceptable methods for display include the use of your mailbox, placement of a plaque on a post, etc.

If you have any questions or concerns, I may be reached at (207)282-5127 or JoAnne.Fisk@Biddefordmaine.org. Thank you in advance for your cooperation.

Regards,

JoAnne W. Fisk
Deputy Chief of Police/E-911 Addressing Officer



PARCEL DESCRIPTION

A CERTAIN LOT OR PARCEL OF LAND, WITH BUILDINGS THEREON, SITUATED ON THE SOUTHERLY SIDE OF ALFRED ROAD (ROUTE #111) IN THE CITY OF BIDDEFORD, COUNTY OF YORK, AND STATE OF MAINE, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ON THE SOUTHERLY SIDE OF SAID ALFRED ROAD MARKING THE NORTHWESTERLY CORNER OF LAND CONVEYED TO LEO PAUL LORANGER AND IRENE C. LORANGER BY DEED RECORDED IN THE YORK COUNTY REGISTRY OF DEEDS IN BOOK 1467 PAGE 171, SAID IRON BEING ALSO LOCATED ON A COURSE OF

S 86° 34' 30" W A DISTANCE OF 55.10' FROM A STONE MONUMENT OPPOSITE STATION 806 AS SHOWN ON THE STATE HIGHWAY COMMISSION PLAN, FEDERAL AID PROJECT F-360 (1) RECORDED IN SAID REGISTRY IN PLAN BOOK 23 PAGE 21.

THENCE BY LAND OF SAID LORANGER ON THE FOLLOWING COURSES:

S 0° 01' 30" E A DISTANCE OF 205.66' TO A ROD;

N 89° 58' 30" E A DISTANCE OF 200.88' TO AN IRON MARKING THE SOUTHEASTERLY CORNER OF SAID LORANGER LAND;

THENCE BY LAND FORMERLY OF THE GRANTOR BEING THE SOUTHERLY LINE OF THE RE-SUBDIVISION OF LAND OF JOURNAL PUBLISHING CORP. SHOWN AS LOT #4 ON PLAN BY DESROBERTS & HENRY DATED DECEMBER, 1979 AND RECORDED IN SAID REGISTRY IN PLAN BOOK 104 PAGE 10;

THENCE BY THE SOUTHERLY LINE OF SAID LOT #4 N 89° 58' 30" E A DISTANCE OF 152.21' (152.38' IN PLAN BOOK 104, PAGE 10) TO A ROD, MARKING THE SOUTHERLY LINE OF SAID GRANTOR LAND AND BEING THE NORTHWESTERLY LINE OF LAND FORMERLY OF THE BOSTON AND MAINE RAILROAD;

THENCE BY LAND OF SAID BOSTON AND MAINE RAILROAD S 52° 09' W A DISTANCE OF 584.76' TO A ROD MARKING THE NORTHEASTERLY SIDE OF COLE ROAD;

THENCE BY THE NORTHEASTERLY SIDE OF SAID COLE ROAD N 43° 17' W A DISTANCE OF 298.90' TO AN IRON MARKING THE SOUTHEASTERLY LINE OF LAND CONVEYED TO DENISE MILLER BY DEED RECORDED IN SAID REGISTRY IN BOOK 6284 PAGE 91;

THENCE BY SAID MILLER LAND ON THE FOLLOWING COURSES:

N 46° 47' E A DISTANCE OF 300.22' TO AN IRON;

N 0° 01' 30" W A DISTANCE OF 135.55' TO AN IRON ON THE SOUTHERLY SIDE OF SAID ALFRED ROAD;

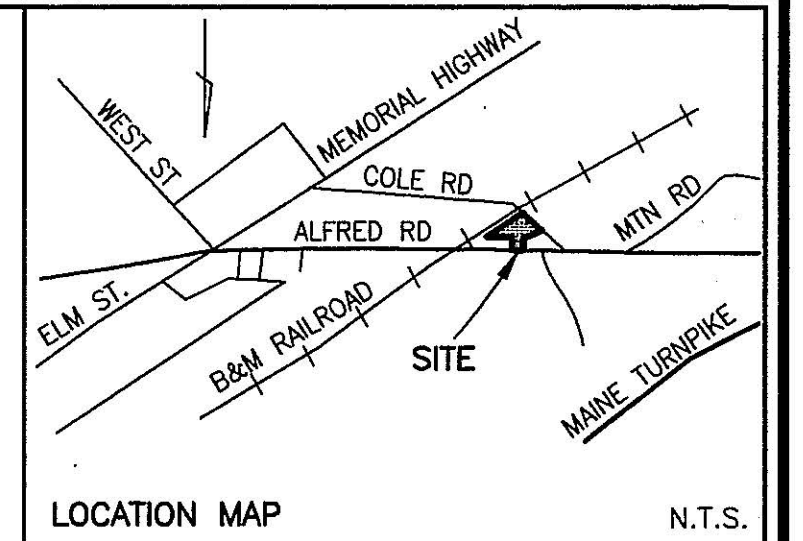
THENCE BY THE SOUTHERLY LINE OF SAID ALFRED ROAD, N 86° 34' 30" E A DISTANCE OF 94.88' TO THE POINT OF BEGINNING.

ABOVE PARCEL COMPRISING 3.3251 ACRES.

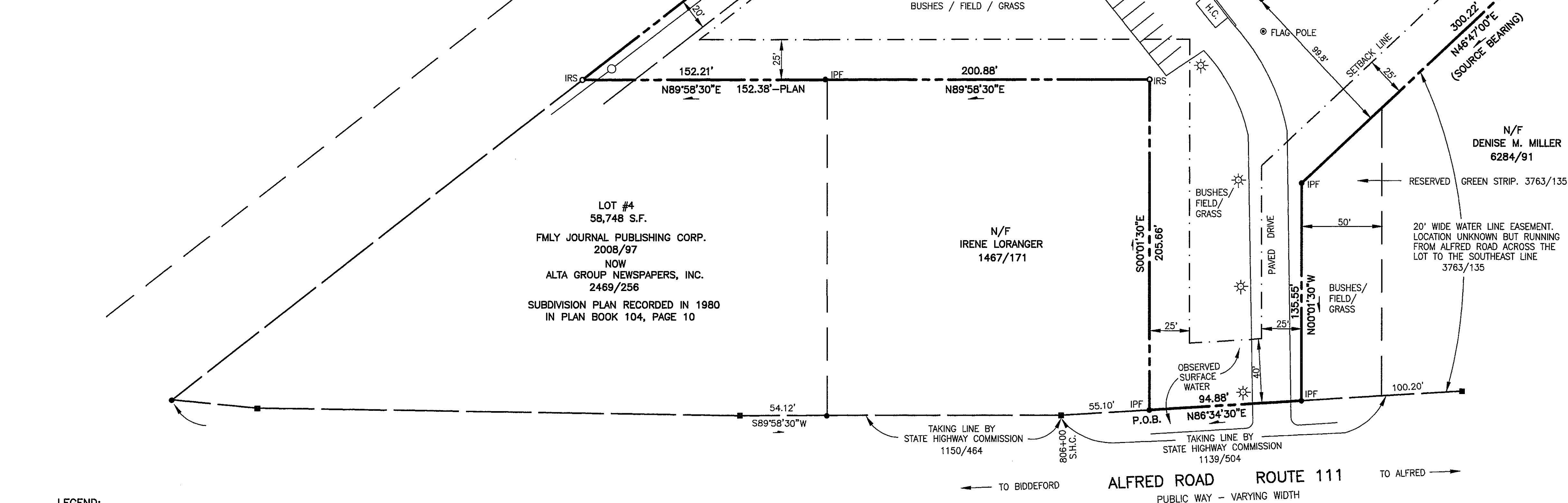
BEING A PORTION OF THE PREMISES CONVEYED TO JOURNAL PUBLISHING CORP. BY DEED RECORDED IN SAID REGISTRY IN BOOK 2008 PAGE 97, AND CONVEYED TO ALTA GROUP NEWSPAPERS, INC., BY NAME CHANGE, IN BOOK 2469 PAGE 256.

ABOVE COURSES ARE MAGNETIC 1948.

MAGNETIC 1948 STATE HIGHWAY COMMISSION
PLAN RECORDED IN Y.C.R.D. PLAN BK 23, PG. 21



N.T.S.



CERTIFICATE:

I HEREBY CERTIFY TO: CHICAGO TITLE INSURANCE COMPANY
BEACON PRESS, INC.

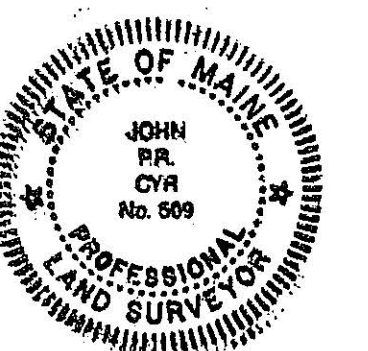
AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS THAT (A) THIS SURVEY WAS PREPARED BY ME OR UNDER MY SUPERVISION, (B) THE PROPERTY DESCRIBED IN DEED BOOK 2008, PAGE 97 AND BOOK 2469, PAGE 256, RECORDED AT THE YORK COUNTY REGISTRY OF DEEDS, AND THE LOCATION OF ALL IMPROVEMENTS, ENCROACHMENTS, FENCES, EASEMENTS, ROADWAYS AND RIGHTS OF WAY WHICH ARE EITHER VISIBLE OR REFERED TO IN THE COMMITMENT FOR TITLE INSURANCE NUMBER CY-2365, EFFECTIVE DATE: MAY 27, 1997 AT 4:00 P.M. ARE ACCURATELY REFLECTED HEREON, (C) THIS SURVEY ACCURATELY DEPICTS THE STATE OF FACTS AS THEY APPEAR ON THE GROUND, (D) EXCEPT AS SHOWN HEREON, THERE ARE NO IMPROVEMENTS, ENCROACHMENTS, FENCES OR ROADWAYS ON ANY PORTION OF THE PROPERTY REFLECTED HEREON, (E) THE PROPERTY SHOWN HEREON HAS ACCESS TO A PUBLICLY DEDICATED ROADWAY (ALFRED ROAD), (F) THE PROPERTY DESCRIBED HEREON DOES NOT LIE IN A 100 YEAR FLOOD PLAIN IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS DETERMINED FROM THE FLOOD INSURANCE RATE MAP NUMBER 230145 0008B DATED MAY 15, 1984, (G) THE TITLE LINES AND THE ACTUAL LINES OF POSSESSION ARE THE SAME, (H) ALL UTILITY SERVICES REQUIRED FOR THE OPERATION OF THE PROPERTY ENTER THE PROPERTY THROUGH ADJOINING PUBLIC STREETS, EXCEPT AS SHOWN, (I) THIS SURVEY SHOWS THE LOCATION AND DIRECTION OF ALL STORM DRAINAGE SYSTEMS FOR THE COLLECTION AND DISPOSAL OF ALL SURFACE DRAINAGE, (J) THE PROPERTY SURVEYED CONTAINS 3.3251 ACRES, 52 PARKING SPACES, (K) ANY DISCHARGE INTO STREAMS, RIVERS, OR OTHER CONVEYANCE SYSTEMS IS SHOWN ON THE SURVEY. THIS SURVEY HAS BEEN MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS" AND MEETS THE ACCURACY REQUIREMENTS OF AN URBAN SURVEY AS DEFINED THEREIN AND INCLUDES ITEMS 1,2,3,4,6,7 (a,b,c) 8-11 a,b,c,d OF TABLE A THEREOF.

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS STANDARDS FOR A CATEGORY 2, CONDITION 1, SURVEY WITH THE FOLLOWING EXCEPTIONS:

1) NO REPORT

JOHN P.R. CYR, PLS NO. 509

DATE: 5-29-97



LEGEND:

- 5/8" IRON ROD SET
- IRON PIPE FOUND
- MONUMENT FOUND
- UTILITY POLE
- LIGHT POLE
- MANHOLE
- CATCH BASIN
- TRANSFORMER
- CURB
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- GAS MAIN
- SANITARY SEWER
- STORM DRAIN
- SETBACK LINE

GRAPHIC SCALE



PLAN REFERENCES:

- 1) RIGHT OF WAY MAP, STATE HIGHWAY "U" BIDDEFORD, FEDERAL AID PROJECT NO. 360(1) DATED JUNE 1948 (S.H.C. FILE NO. 16-69) RECORDED IN PLAN BOOK 23, PAGE 21.
- 2) PLAN OF PROPERTY IN BIDDEFORD, MAINE, FOR STEWART & WILLIAMS, INC. JULY 18, 1973 BY E.C. JORDAN RECORDED IN PLAN BOOK 65, PAGE 10.
- 3) PLAN OF PROPERTY IN BIDDEFORD, MAINE, MADE FOR JOURNAL PUBLISHING CORP. - SUBDIVISION, DATED FEB. 20, 1979 BY E.C. JORDAN CO. RECORDED IN PLAN BOOK 98, PAGE 33.
- 4) MUNICIPAL TAX MAP #17 LOT #7.
- 5) PLAN OF LAND TITLE SURVEY FOR COMMUNITY NEWSPAPER CO., INC. BY OWEN HASKELL, INC. DATED JAN. 7, 1997.

NOTES:

- 1) RECORD OWNER: FNP, LLC - BOOK 8259, PAGE 337
- 2) DOCUMENTS NOT AFFECTING THE LOCUS:
CITY OF BIDDEFORD - BOOK 2450, PAGE 183.
- 3) LEDGE NOT OBSERVED ON PROPERTY.
- 4) PARKING SPACES: STANDARD SPACES: 50
HANDICAPPED SPACES: 2
TOTAL SPACES: 52
- 5) VISIBLE UTILITY STRUCTURES WERE FIELD LOCATED. UNDERGROUND LINES ARE SHOWN APPROXIMATE ONLY AND NEED TO BE FIELD VERIFIED, ALONG WITH OTHER UTILITIES WHICH MAY BE ON SITE, PRIOR TO CONSTRUCTION.

ZONING DATA:

REQUIREMENTS FOR ZONE I-3 (INDUSTRIAL/COMMERCIAL)

	ACTUAL
LOT AREA:	3.3251 AC.
FRONTAGE:	94.88'
FRONT YARD SETBACK:	250'±
SIDE YARD SETBACK:	99.8'; 25.6'
REAR YARD SETBACK:	25 FT.
OTHER ROAD OR R.O.W.:	30 FT.
MAX. BUILDING COVERAGE:	NONE
OPEN SPACE:	11.4%/16,487 S.F. (TWO BLDGS)
MAX. BUILDING HEIGHT:	60'/6 STORIES
	51,100 S.F. ±
	12.2'; 20.8'

THE PROPERTY IS NOT IN THE SHORELAND PROTECTION ZONE OR THE GENERAL DEVELOPMENT ZONE OR RESOURCE PROTECTION ZONE OR IN THE HISTORICAL ZONE OR IN A FLOOD HAZARD ZONE AS DEFINED BY FEMA MAP PANEL 230145 0008B DATED MAY 15, 1984

AREAS:

TOTAL LOT:	144,840 SQ. FT.
TOTAL BUILDINGS:	16,487 SQ. FT.
TOTAL UNIMPROVED OPEN SPACE:	51,100 SQ. FT.

FIVE STAR HOLDINGS, LLC
DEALER LICENSE
457 ALFRED ST SUITE 102
BIDDEFORD, ME 04005

MARCH 25, 2022

Five Star Holdings, LLC

451 Alfred St.
Biddeford, ME 04005

Hannah Bonine
Assistant City Planner
PO Box 586
205 Main St
Biddeford, ME 04005

March 25, 2022

Hannah,

Per our meeting Tuesday March 22, 2022 I am requesting a staff review for a portion of 457 Alfred St. The Majority of the property is being leased to the Department of Health and Human Services. There is a 975 +/- sq. ft. garage located to the rear of the property I would like to designate for the purposes of our automobile dealership license. Our nature of business has changed over the years to primarily wholesale vehicles, which are purchased and resold to other dealers or sent to auction. Our current location is being leased out. Please see the attached plan showing the garage and five parking spots per bay designated. The traffic to the site will not increase. We will be siding and insulating the building and cleaning up around the building.

Thank you,



Patrick Donahue

**CITY OF BIDDEFORD, MAINE
PLANNING BOARD
P.O. Box 586, 205 Main Street Biddeford, Maine 04005
207-284-9115**

APPLICATION FORM

Type of Application:

- | | | |
|--|---|--------------------------------------|
| ☐ Shoreland Zoning Permit | ☐ Site Plan Review | ☐ Extraction |
| ☐ Conditional Use Permit | ☐ Subdivision | ☐ Private Way |
| ☒ Other: <u>Staff Review</u> | | |

Applicant Information:

Applicant's Name: Drive220, LLC

Applicant's Mailing Address: 451 Alfred St. Biddeford, ME 04005

Applicant's Telephone: 207-400-2707

What is Applicant's legal interest in the property?

- ☒ Owner ☐ Potential Buyer with Contract ☐ Lease/Rental Agreement

Owner's Name: Patrick Donahue

Owner's Address: 6 Donahue Ln. Scarborough, Me 04074

Owner's Telephone: 207-400-2707

Agent's Name: Same

Agent's Address: _____

Telephone: _____

Engineer/Surveyor: N/A

Engineer/Surveyor's Address: _____

Telephone: _____

Project Location and Lot Information:

Street Address: 457 Alfred St Suite 102

Tax Map: 17 Lot: 7

Current Zoning: I3 Shoreland Zoning: _____

Size of lot: 117,160 ☐ acres ☒ s.f. Lot Frontage: 119.6 Ft. Alfred St / 298.9 Ft. West Cole Rd

Existing Use of Property: Storage, Vehicle Cleaning, Portion of Property Leased to Maine
Department of Health and Human Services

Property currently serviced by:

☒ City Road	☐ Private Road
☒ Public Sewer	☐ Septic System
☒ Public Water	☐ Private Well
☐ Public Trash	☐ Private Hauler

Slope Conditions in Area of Construction (if applicable):

☒ Flat (0-3 % slope) ☐ Rolling (3-8% slope) ☐ Hilly (8-15% slope) ☐ Steep (15% + slope)

Are there any wetlands or waterbodies on the site? ☐ Yes ☒ No If yes, attach information
Do you plan to bring fill onto the lot? ☐ Yes ☒ No If yes, attach information

Description of proposed use of property:

Project/Proposed Use Description: Replace siding on garage. 10 display spots for Dealer License

Property to be serviced by:

☒ City Road	☐ Private Road
☒ Public Sewer	☐ Septic System
☒ Public Water	☐ Private Well
☐ Public Trash	☐ Private Hauler

Is this project part of a larger project? ☒ Yes ☐ No

☐ If in a Shoreland Zone:

Percent of residential lot coverage (Max. 20%): _____

Percent of structure expansion (Max. 30%): _____

☐ If Subdivision Review, number of lots proposed: _____☐ If a Private Way is proposed, number of lots served: _____☐ If Site Plan Review, you must provide the following information:Total new square feet footprint of structures: 0Total new square feet paving/parking: 0

Waiver Requests (attach details):

1. _____
2. _____
3. _____
4. _____
5. _____

Attachments:

A. Letters of Approval

- ☐ Fire Department - Contact Chief or Deputy Chief - 282-9986
- ☐ Ability to Serve for Water Service – Maine Water - 282-1543
- ☐ Ability to Serve for Sewer Service- Engineering Dept (Sewer) - Tom Milligan 284-9118
- ☐ Police Department - E-911 Road Name Designation - Contact Joanne Fisk - 282-5127

B. Letter to Planning Board describing project, waiver requests, proposed improvements, addressing permit requirements, etc.

C. Photographs of site.

D. Architectural renderings/drawings of proposed buildings, as required.

E. Engineered Plans, as required.

Fees (due at time of application):

Refer to "Attachment A Fees and Charges" of the Land Development Regulations for more information. Consult with Planning Staff if you have questions.

Required Signatures:

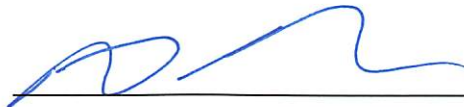
By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and it's attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party.
- I understand that additional funds may be required through the course of review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting this application I am not guaranteed a place on any particular agenda. I further understand that the City Planner will place me on an agenda for review when the application is deemed substantially complete.

☐ Project proposed to have 1 acre or more of site disturbance:

-Project may need to apply for a Maine Construction General Permit and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.

Signature of applicant:



Date: 3/25/22

Signature of owner of property:



Date: 3/25/22

**IF PLAN APPROVAL IS ANTICIPATED, PROVIDE 2 FULL SIZE MYLARS & 2 FULL SIZE PAPER COPIES FOR BOARD SIGNATURE (AS APPLICABLE).
CHECK WITH PLANNING STAFF FOR CLARIFICATION.**