

CITY OF AUGUSTA, MAINE

Conditional-Use Application

I. Applicant / Owner Information

1. Applicant Name: Daniel McCarthy / JODON LLC.
 Mailing Address: 39 Meadowhill Dr. Farmingdale ME 04334
 Phone Number: 207-838-5158 Email Address Danny@Thecopycenter PLUS.COM

2. Authorized Agent: Same
 Mailing Address: _____
 Phone Number: _____ Email Address _____

3. Property Owner Name: Jersey Augusta Inc
 Mailing Address: 107 Elm St, Stamford CT. 06902
 Phone Number: _____ Email Address _____

4. Which form of required "evidence of standing" is being submitted with this application?:
 Deed Signed Lease Contract Signed Purchase/Sale/Option Agreement
 Signed Written Agreement from Owner

II. General Project Information

5. Please attach a narrative identifying the following about your project:

- a. Description of development project you are proposing (e.g. expansion of existing mixed-use commercial building; new office building; expansion of manufacturing shifts; expansion of commercial parking/loading areas; different land use; etc).
- b. size of any proposed building expansion (total sq.ft.).
- c. all the specific uses occurring on site (e.g. retail, warehouse, storage, manufact.) (identify what is occurring today and what will change after proposed development occurs).
- d. number of employees on-site for your largest shift (or for unmanned sites, how often per month site is visited by vehicles).
- e. estimated number of vehicles entering your site on a daily basis (broken down by number of delivery vehicles and number of customer/visitor/employee vehicles).
- f. total square footage of impervious surface area existing on site today (total square footage of first floor of each building plus square footage of all parking areas).
- g. total square footage of impervious surface area after proposed development occurs.

6. Lot Size: (ac.) 0.63 7. Lot Frontage: (ft.) 167.4 8. Zoning District(s): BP

9. Project Location : 179 State St 33-55
Street Assessor Tax Map # + lot #(s)

III. Applicant Acknowledgments

10. Complete Application Required.

This application is being submitted under the requirements of the Augusta Land-Use Ordinance. As the applicant, I understand that this application must contain a complete submission of required materials by the application deadline date in order to be heard by the Planning Board. The deadline allows for adequate review by City Staff and the Planning Board; and as such, any applications that are not complete by the submission deadline date will not be placed on the Planning Board meeting agenda. To insure review by the Planning Board on the date desired, the applicant should submit materials at least 7 days ahead of the deadline so that staff can determine completeness of materials.

11. Drawings and/or Maps are required

For formal submittals to the Planning Board (see drawing requirements attached to this application). Generally, drawings for projects with new buildings or additions less than 1,000 sq. ft. in floor area, (or) projects that do not involve changing the existing structure, can be done by hand, as long as they are drawn to-scale. For developments creating 1,000 sq.ft. or more of new impervious development, a formal plan drawn by a professional engineer shall be required to be submitted with this application. Drawings are critical to the Planning Board and City staff in adequately understanding existing and proposed site conditions, as well as seeing the relationships between proposed structures and the projected impacts of parking, traffic, stormwater runoff, buffer areas, noise, etc. on abutters.

Signature of Applicant / Agent: David J. McCarty

Signature of Property Owner: _____

Today's Date: 3/16/16

12. Checklist of Required Submission Materials:

Paper Copy	Included	Waiver Requested
10 copies of the application form and narratives	X	
10 copies of the deed, Purchase & Sale agreement, or other document to show standing	X	
3 copies of any stormwater report		X
2 copies of any traffic report		X
6 reduced-sized copies of the complete plan set on 11" x 17" size paper		X
4 full-sized copies of the complete plan set on ANSI D or E size paper		X
10 copies of a letter authorizing the agent to represent the applicant		X
Payment in full of \$50 application fee (Note: an abutter notification fee will be assessed after the application is determined to be complete. The fee is \$0.15 plus the cost of first class postage for each abutter that will be notified as required by the ordinance.)	X	
Electronic Copy		
1 CD that includes each of the application documents in Adobe PDF format	X	

For Official Use:

\$50 **Conditional Use** Application Fee Paid. Received By (Initials): BP Date: 3/17/16

\$ _____ **Abutter Notification Fee** Paid. Received By (Initials): _____ Date: _____

IV. Drawing Requirements for Site Plans

Instructions:

- A. **For applications involving only a change of use** (with no new creation of impervious area), the following items are to be shown on the site plan drawing (this can be done by hand as long as the drawing is drawn to a scale of *1-inch = 20 feet* for smaller parcels of land or *1-inch = 40 ft.* for larger parcels): Items #2 thru #5; #8; #12; #14.
- B. **For applications involving the creation of less than 1,000 sq.ft.** of new building construction and/or impervious surface expansion, the following items are to be shown on the site plan drawing (this can be done without the assistance of a professional as long as the drawing is drawn to a scale of *1-inch = 20 feet* for smaller parcels of land or *1-inch = 40 ft. (or 50 ft.)* for larger lots): Items #1 thru #8; #12; #14.
- C. **For applications involving the creation of 1,000 sq.ft. or more** of new building construction and/or impervious surface expansion, a Professional Engineer is required to draw the project site plan. The following items are to be shown/submitted regarding the site plan: Items #1 thru #14.

Please Note: Occasionally, in accordance with section 6.1.4 (3)(b) of the Land Use Ordinance, other drawing details and/or documentation may be required by the Planning Board/City Planner in order to determine how the provisions of the ordinance will be met by the development.

Item

1.	Overall location map identifying location of site in Augusta, w/ North Arrow.
2.	Title block stating: 1) Applicant's Name, 2) Brief Title of Proposed Project, 3) Street Name of Project, 4) Date Drawn, 5) Name of Person Drawing Plan, 6) Scale of the Drawing, 7) North Arrow.
3.	Boundaries of the site, showing its actual shape, and all adjacent lots, property lines, buildings, driveways, and streets within 200' of the project property lines. Owner's name for project property and all abutting properties shall be labeled.
4.	Identification of zoning district in a note on plan (if single district) (OR) identification of multiple zoning districts (including any shoreland zoning district) with drawn and labeled district boundaries.
5.	Location and identification of <u>existing</u> ground cover material and vegetation (including wetlands), and location of <u>proposed</u> buffer yards plantings, fences, berms, and landscaping.
6.	Location of <u>existing</u> and <u>proposed</u> buildings and structures, labeled with <u>existing</u> and <u>proposed</u> building uses and square footages.
7.	Setback distances from all adjacent property lines to <u>proposed</u> buildings, parking areas, structures, and signs.
8.	Location of all <u>existing</u> and <u>proposed</u> streets, ways, driveways, entrances, exits, loading/drop-off areas, vehicle parking spaces (with individual spaces identified). Label with the existing and proposed surface materials.
9.	Topographic contour lines for all areas that will be disturbed (at 2 ft. intervals), showing <u>existing</u> and <u>proposed</u> on-site grading.
10.	Location of <u>existing</u> and <u>proposed</u> electric service, water supply, sewer, and stormwater drainage systems.
11.	Stormwater calculations report and design showing how applicant will meet stormwater quantity standard of "no net increase" of stormwater off-site.
12.	Location, height, and type of all <u>existing</u> and <u>proposed</u> lighting, fencing, and signs.

title map



13.	Location Plan and details showing erosion control structures/measures.
14.	Location and identification of boundaries of any easements or right-of-ways on the property.

Important: The applicant should consult the Augusta Technical Standards Handbook for dimensional and performance requirements relating to traffic control, water quality, public safety, and street design/construction standards.

V. Site Plan Review Criteria for Conditional Uses

The following is a list of criteria which will be used by the Planning Board to evaluate your application. Please include a DETAILED narrative with your application that addresses EACH of the following questions.

(1) NEIGHBORHOOD COMPATIBILITY:

(The intent of this section is to encourage the applicant to design the proposal in consideration of the physical impact it will have on the immediate neighborhood (within five (500) feet if the property is in the Urban Growth Area Districts and within thousand (1000) feet if the property is in the Planned Development and/or Rural Districts).

- (a) Is the proposal compatible with and sensitive to the character of the site and neighborhood relative to:
 - (i) Land uses;
 - (ii) Architectural design;
 - (iii) Scale, bulk and building height;
 - (iv) Identity and historical character;
 - (v) Disposition and orientation of buildings on the lot; and
 - (vi) Visual integrity?
- (b) Are the elements of the site plan (e.g., buildings, circulation, open space and landscaping) designed and arranged to maximize the opportunity for privacy by the residents of the immediate area?
- (c) Will the proposal maintain safe and healthful conditions within the neighborhood? *This criterion shall not be limited to the standards affecting safety and health as outlined in this land use ordinance. Additional regulations may be found in the City of Augusta Code of Ordinances as amended.*
- (d) Will the proposal have a significant detrimental effect on the value of adjacent properties (which could be avoided by reasonable modifications of the plan)? *In determining whether this criterion has been met, the Planning Board may require the applicant to submit an appraisal prepared by a State of Maine certified appraiser.*

(2) PLANS AND POLICIES:

- (a) Is the proposal in accordance with the adopted elements of the 2007 Comprehensive Plan?

(3) TRAFFIC PATTERN, FLOW AND VOLUME:

- (a) Is the proposal designed so that the additional traffic generated does not have a significant negative impact on surrounding neighborhood?
- (b) Will safe access be assured by providing proper sight distance and minimum width curb cuts for safe entering and exiting? See City of Augusta Technical Standards Handbook.
- (c) Does the proposal provide access for emergency vehicles and for persons attempting to render emergency services?
- (d) Does the entrance and parking system provide for the smooth and convenient movement of vehicles both on and off the site? Does the proposal satisfy the parking capacity requirements of the city and provide adequate space suited to the loading and unloading of persons, materials and goods?

(4) PUBLIC FACILITIES:

Is the proposal served by utilities with adequate capacity or have arrangements been made for extension and augmentation of the following services:

- (a) Water Supply (both domestic and fire flow);
- (b) Sanitary Sewer/subsurface waste disposal system;
- (c) Electricity/Telephone;
- (d) Storm Drainage?

(5) RESOURCE PROTECTION AND ENVIRONMENT:

- (a) If the proposal contains known sensitive areas such as erodible or shallow soils, wetlands, aquifers, aquifer recharge areas, floodplain or steep slopes (over fifteen (15) percent, what special engineering precautions will be taken to overcome these limitations?
- (b) Does the proposal conform to applicable local, State DEP and Federal EPA air quality standards including but not limited to odor, dust, fumes or gases which are noxious, toxic or corrosive, suspended solid or liquid particles, or any air contaminant which may obscure an observer's vision?
- (c) Does the proposal conform to applicable local, State DEP and Federal EPA water quality standards, including but not limited to erosion and sedimentation, runoff control, and solid wastes and hazardous substances?
- (d) Will all sewage and industrial wastes be treated and disposed of in such a manner as to comply with applicable federal, state and local standards?
- (e) Shoreland and Wetland Districts: Will the proposal:
 - (i) Maintain safe and healthful conditions;
 - (ii) Not result in water pollution, erosion, or sedimentation to surface waters;
 - (iii) Adequately provide for the disposal of all wastewater;
 - (iv) Not have an adverse impact on spawning grounds, fish, aquatic life, bird or other wildlife habitat;
 - (v) Conserve shore cover and visual, as well as actual points of access to inland and coastal waters;
 - (vi) Protect archeological and historic resources as designated in the 1988 Growth Management Plan

- (vii) Avoid problems associated with flood plain development and use; and
- (viii) Conform with the provisions of Section 5.3.1, Special Shoreland Standards.

(6) PERFORMANCE STANDARDS:

- (a) Does the proposal comply with all applicable performance and dimensional standards as outlined in this ordinance?
- (b) Can the proposed land use be conducted so that noise generated shall not exceed the performance levels specified in the performance standards section of this ordinance? Detailed plans for the elimination of objectionable noises may be required before the issuance of a building permit.
- (c) If the proposal involves intense glare or heat, whether direct or reflected, is the operation conducted within an enclosed building or with other effective screening in such a manner as to make such glare or heat completely imperceptible from any point along the property line? Detailed plans for the elimination of intense glare or heat may be required before issuance of a building permit. Temporary construction is excluded from this criterion.
- (d) Is the exterior lighting, except for overhead street lighting and emergency warning or traffic signals, installed in such a manner that the light source will be sufficiently obscured to prevent excessive glare on public streets and walkways or into any residential area?
- (e) Does the landscaping screen the parking areas, loading areas, trash containers, outside storage areas, blank walls or fences and other areas of low visual interest from roadways, residences, public open space (parks) and public view?
- (f) Are all the signs in the proposal in compliance with provisions of this ordinance?

(7) FINANCIAL AND TECHNICAL ABILITY:

- (a) Does the Applicant have adequate technical ability to meet the terms of the Ordinance?
- (b) Does the Applicant have adequate financial ability to construct the development in compliance with the terms of the Ordinance?

It is incumbent upon the Planning Board to approve the application unless it makes one (1) or more negative written findings with respect to the above applicable criteria. All decisions of the Planning Board shall be accompanied by a written statement that sets forth the precise reasons why the findings were made. Once a decision is made, the Planning Board shall inform, in writing, the applicant and the Code Enforcement Officer of its decision and its reasons therefor. Upon notification of the decision of the Planning Board, the Code Enforcement Officer, as instructed, shall immediately issue, issue with conditions prescribed by the Planning Board, or deny a Conditional Use Permit. (Ord. No. 303, 1-21-92)

Commercial Development: Project located at 179 State Street, Augusta, Maine (existing building, formerly used as a convenience store, Cumberland Farms)

New Proposed Use: The Copy Center, a local printing business since 1981, whose main facility is located at 1921 US-202, Winthrop, Maine is proposing to renovate the existing building at 179 State Street for use as a satellite office which will not require expansion. Estimated daily traffic flow to the proposed business would be approximately 2 to 3 employee vehicles, 20 to 30 client visits, with two business related deliveries. The impervious area (parking/pavement area) will remain the same size, with the option of repaving the existing approved area.

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Daniel McCarthy Or assignee to LLC, whose mailing address is 65 Smith Street unit 2, Augusta, ME. 04330 (hereinafter called "Purchaser"), this 03/04/2016 day of the sum of One Thousand Dollars as earnest money deposit toward purchase and sale of certain real estate owned by Jersey Augusta LLC (hereinafter called the "Seller") and located at 179 State Street in the city/town of Augusta, County of Kennebec, State of Maine, described as follows: MLS # 1161229

and being more fully described at said County Registry of Deeds in Book 11524, Page 100, upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): All items as viewed on 3/3/16

2. PURCHASE PRICE: The total Purchase Price is [REDACTED] Dollars (\$ [REDACTED]), with payment made as follows:

Earnest money to be delivered on or before 3/04/2016: \$ [REDACTED]
Other: \$
Other: \$
Balance due at closing, in immediately-available funds: \$ [REDACTED]

3. EARNEST MONEY/ACCEPTANCE: Sprague & Curtis, Augusta ME. ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing. This offer shall be valid until 03/08/2016 at 5:00 (AM PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

4. TITLE: Within 30 days of the Effective Date (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the property that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance"). Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent, except that Purchaser shall not unreasonably withhold or delay its consent to new leases. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the property suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the property subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligations under this Contract.

5. DEED: In return for payment in full of the purchase price, Seller shall convey the property on 05/04/2016 (the "Closing Date") to Purchaser by Maine Statutory Short-Form Limited Warranty Deed (the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) leases and occupancies disclosed to Purchaser pursuant to Section 11 below; and (iv) any Permitted Encumbrance.

Page 1 of 5 Buyer's Initials D.M. Seller's Initials [Signature]

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~~6. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.~~

7. POSSESSION/OCCUPANCY: Possession/occupancy of property shall be given to Purchaser on the Closing Date subject only to the leases and tenancies disclosed to Purchaser pursuant to Section 11 below, unless otherwise agreed by both parties in writing.

8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the earnest money deposit, or close this transaction and accept the property in its as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.

9. PRORATIONS: The following items shall be prorated as of the Closing Date:

- a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
- b. Fuel.
- c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
- d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
- e. ~~Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional revenue received by Seller pursuant to leases of the property.~~
- f. _____

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10. DUE DILIGENCE: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of property disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, wetlands or soils studies, zoning compliance or feasibility, and code compliance, all within 45 days of the Effective Date.

All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser, Purchaser may declare this Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that Purchaser's investigations are unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigations(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser's investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys' fees, incurred or suffered by Seller as a result of Purchaser's investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.

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~~11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Seller represents: (a) that below is a complete list of all tenants occupying the property under leases or other tenancy arrangements or agreements (the "Leases"), (b) that the Leases are in full force and effect, (c) that to Seller's knowledge, all tenants under the Leases are in full compliance therewith and (d) that Seller is not in violation of its obligations under the Leases. Seller agrees to provide Purchaser within five (5) days of the Effective Date of this Contract complete copies of all Leases, including any amendments, and income and expense information concerning the property. Purchaser shall have N/A days from the date Purchaser has been provided all Leases and income and expense information to review same, and if the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract terminated and the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Seller represents and warrants that income and expense information provided to Purchaser will be true, accurate and complete in all material respects when given. Seller shall use reasonable efforts to obtain a tenant estoppel certificate and a subordination, non disturbance and assignment agreement in form reasonably satisfactory to Purchaser and/or Purchaser's lender for each Lease within N/A days from delivery of forms therefor. Purchaser shall also on a rolling basis have N/A days from the date of actual receipt of fully-executed written tenant estoppel certificates in which to terminate this Contract pursuant to this Section. If due to unsatisfactory information contained therein and upon such termination the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Between the Effective Date and the closing, Seller shall not modify, voluntarily terminate or enter into new leases or tenancy arrangements or agreements and shall obtain Purchaser's written consent to any modification or termination of Leases and to any new lease that Seller proposes to enter into with respect to the property, Purchaser's consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller modifies or terminates any Leases or enters into a new Lease without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and receive an immediate refund of the earnest~~

D.M. 3/10/16

Money and thereafter neither party shall have any further obligation under this Contract. Failure of Purchaser to timely notify Seller of its termination of the Contract pursuant to any of its foregoing rights to do so under this Section 11 shall be deemed to be a waiver of the applicable right under this Section 11 to terminate the Contract. At the closing, Seller shall deliver written notice to the tenants and occupants of the property of the transfer of the property, and of the tenants' security deposits, to Purchaser. List tenants: N/A

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12. FINANCING: Notwithstanding anything to the contrary contained in this Contract, Purchaser's obligation to close hereunder is conditioned upon Purchaser's obtaining within the current prevailing rate () days from the Effective Date of this Contract (the "Commitment Date") a written commitment (the "Commitment") from a lender for a mortgage loan of not less than % of the purchase price at an initial interest rate not to exceed % per annum, amortized over a period of not less than () years and otherwise on terms reasonably acceptable to Purchaser. In the event the Purchaser is unable to obtain the Commitment and Purchaser notifies Seller thereof by the Commitment Date, then Escrow Agent shall immediately return the earnest money to Purchaser, this Contract shall terminate, and neither party shall be under any further obligation under this Contract. It shall be a further condition of Purchaser's obligation to close hereunder that the Commitment shall not lapse, be terminated and/or withdrawn prior to the Closing Date for any reason whatsoever, including but not limited to the property failing to appraise at or above the Purchase Price, or any such other level acceptable to Purchaser and Purchaser's lender sufficient to support the Commitment. In the event the Commitment shall lapse, be terminated and/or withdrawn by Purchaser's lender for any reason (other than at the request of Purchaser) at any time prior to the Closing Date, Purchaser shall within Five (5) days of Purchaser's receipt of notice of lapse, termination and/or withdrawal notify Seller of same, and upon such notification Purchaser may, at Purchaser's option, elect to terminate this Contract and thereafter the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligation under this Contract. If Purchaser does not timely notify Seller that it has failed to obtain the Commitment or that the Commitment has lapsed, terminated and/or been withdrawn, then Purchaser shall be in default of this Contract at the election of Seller. This contingency benefits Purchaser only, and only Purchaser may waive it by providing written notice to Seller specifically waiving this condition and contingency or any part thereof.

D.M. 3/7/16

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that N/A ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller. Sprague & Curtis ("Selling Agent") is acting as the Seller agent in this transaction and is representing Seller and that Listing ("Listing Agent") is acting as a Purchaser agent in this transaction and is representing Purchaser (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees").

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3/10/16

14. DEFAULT: If the sale of the property as contemplated hereunder is not consummated solely by reason of Purchaser's default hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract and provided further that all conditions to Purchaser's obligation to consummate such purchase have been satisfied or waived by Purchaser, Seller shall be entitled to either (i) pursue any and all legal and/or equitable remedies or (ii) terminate this Contract and receive the earnest money as full and complete liquidated damages for the breach of this Contract, it being agreed between the parties that the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the earnest money is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. In the event of an undisputed default by either party, the Escrow Agent may deliver the earnest money to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, the Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the earnest money.

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract 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.

16. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

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

18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.

19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Licensees are given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 pm, Eastern Time, on the last day counted.

20. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

21. A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.

22. Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2 % of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of the State of Maine or the transfer is otherwise exempt from withholding.

23. ADDENDA: This Contract has addenda containing additional terms and conditions. Yes No

~~24. OTHER PROVISIONS:~~

~~Subject to Buyer having a complete building and land inspection done and accepted by~~
~~buyer~~

DTM
3/7/16
al
3/10/16

The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

Daniel McCarthy, Or assignee to LLC
Legal Name of Purchaser

Tax ID #

By: Daniel McCarthy 3/4/16
Signature

Name/Title, thereunto duly authorized

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

Signed this _____ day of _____

Jersey Augusta LLC
Legal Name of Seller

Tax ID #

Received Kennebec SS.
89/27/2013 9:49AM
Pages 3 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS

Recorded At The Request of
and When Recorded Return to:

Deed V1023

**TRANSFER
TAX
PAID**

Property Address: 179 State Street, Augusta, Maine

Rec. Jur.: Kennebec Registry of Deeds

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That CUMBERLAND FARMS, INC., a Delaware corporation, as successor by merger to V.S.H. Realty, Inc. a Rhode Island corporation (effective 9/30/84) authorized to do business in the State of Maine (hereinafter called "Grantor"), with its principal offices located at 100 Crossing Boulevard, Framingham, Massachusetts 01702 for consideration paid, and in full consideration of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, convey and confirm unto JERSEY AUGUSTA, INC. a Delaware corporation (hereinafter called "Grantee"), the real property described in Exhibit A attached hereto and made a part hereof (the "Property"), together with any and all servitudes, easements, rights-of-way, licenses and other rights in real property appurtenant thereto, and all improvements located thereon.

TO HAVE AND TO HOLD the Property, together with all appurtenances thereunto belonging, to Grantee, its successors and assigns forever, subject however to (a) liens for property taxes that are not yet due and payable, (b) provisions of any ordinance, municipal regulation and public or private law, (c) all matters shown on the public records and (d) any state of facts which an accurate survey would disclose.

And Grantor for itself, its successors and assigns, hereby covenants with Grantee, its successors assigns, that at and until delivery of this deed, Grantor owns the Property in fee simple absolutely free and clear of all encumbrances whatsoever, by from, through and under Grantor except as stated above, and that Grantor, its successors and assigns, will forever warrant specially and defend the same, with the appurtenances thereunto belonging, unto Grantee, its successors and assigns, against the claims of all persons claiming by, from, through or under Grantor, but against no other claims.

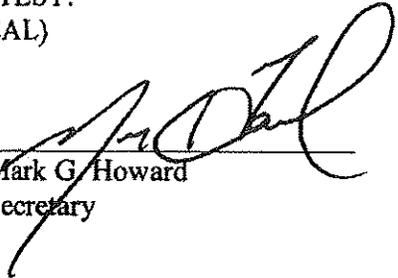
③ Atlantic Coast Title

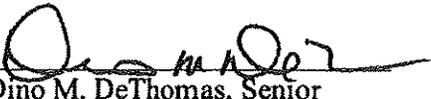
IN WITNESS WHEREOF, Grantor has executed this deed this 19th, September, 2013.

Signed, Sealed and Delivered
in the presence of:

ATTEST:
(SEAL)

CUMBERLAND FARMS, INC.,
a Delaware corporation

By: 
Mark G. Howard
Secretary

By: 
Dino M. DeThomas, Senior
Vice President, Real Estate

Grantee's Address:

ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of Norfolk

On this, the 19th day of September, 2013, before me, the undersigned Notary Public, personally appeared Dino M. DeThomas, who acknowledged himself to be the Sr. Vice President, Real Estate of CUMBERLAND FARMS, INC., a Delaware corporation, and that he as such Sr. Vice President, Real Estate being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Sr. Vice President, Real Estate as his free act and deed and the free act and deed of the corporation.

In witness whereof, I hereunto set my hand and official seal.


Maureen Dickson, Notary Public
My Commission Expires: February 27, 2020

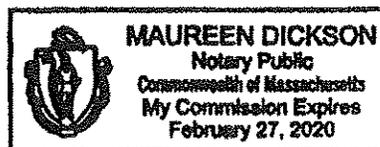


EXHIBIT A

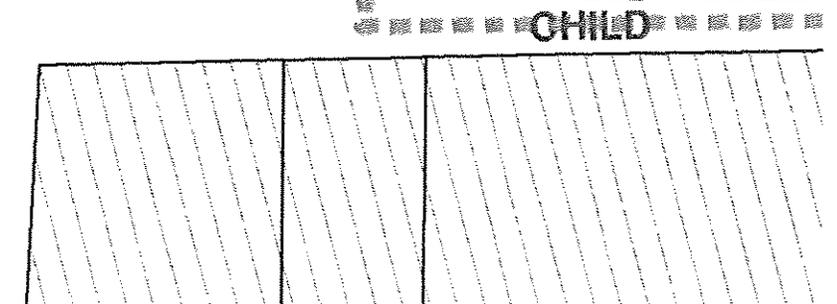
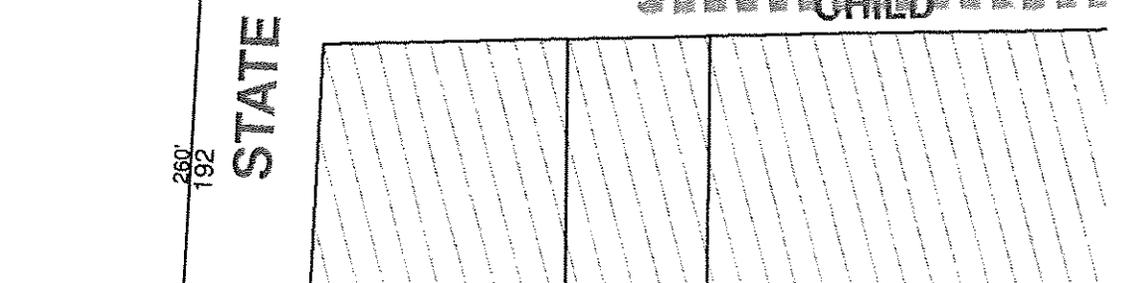
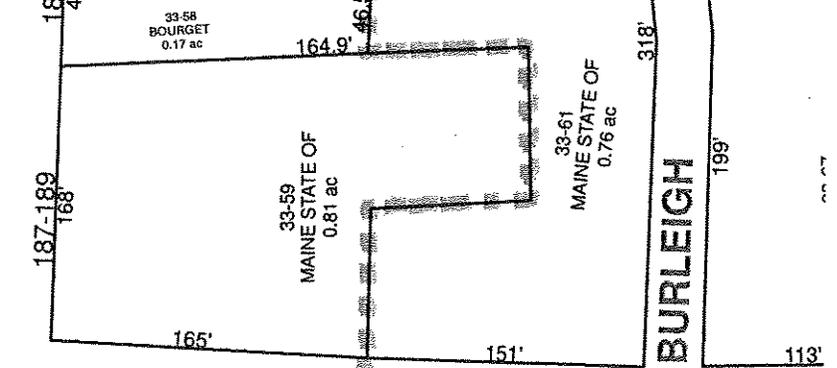
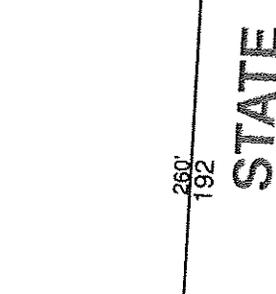
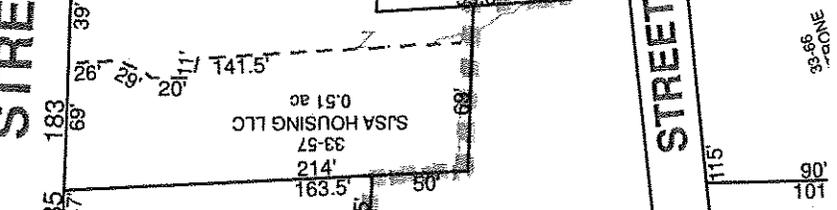
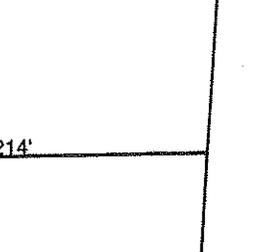
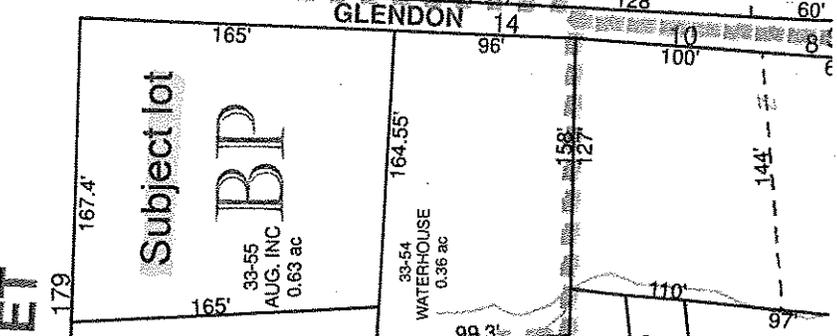
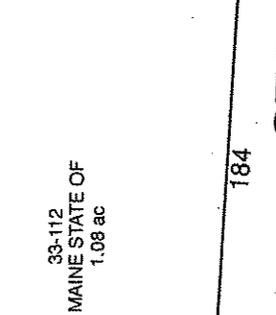
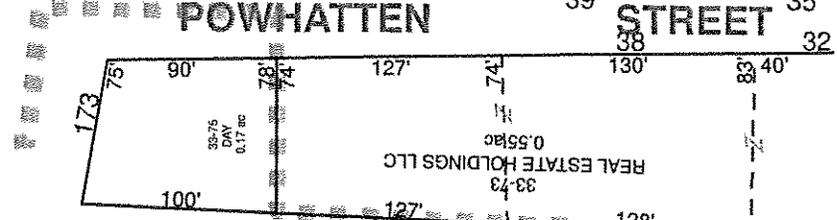
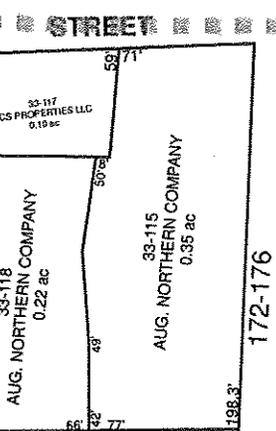
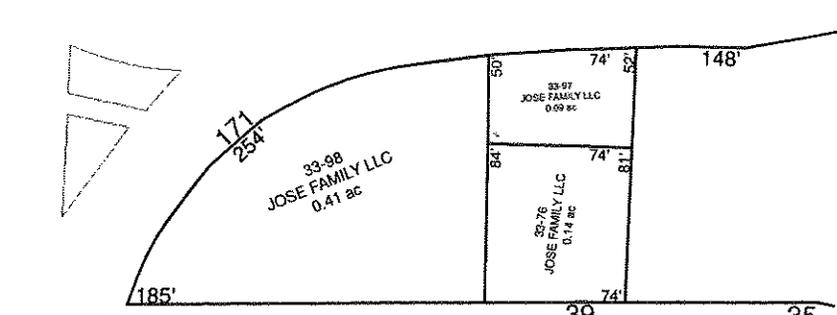
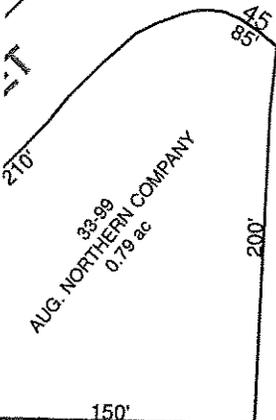
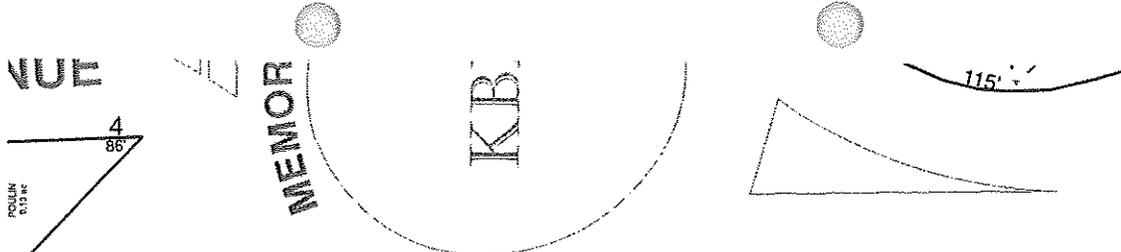
A certain lot or parcel of land, together with the buildings and other improvements thereon, located on the easterly side of State Street, in Augusta, County of Kennebec, State of Maine, and bounded and described as follows:

Beginning at a point on the easterly side of State Street, said point being the northwesterly corner of property now or formerly of Alice Clark Allen in said Augusta; thence running in northerly direction by said State Street about 167-4/10 feet to the intersection of State Street and Glendon Street; thence running in an easterly direction by said Glendon Street 165 feet to property now or formerly of Florence Pelletier; thence turning and running in a southerly direction parallel or nearly so with said State Street and by property now or formerly of last mentioned party about 165 feet to property now or formerly of said Alice Clark Allen; thence turning and running in a westerly direction by property now or formerly of said Alice Clark Allen 165 feet to said State Street and place of beginning; said property containing about 27,417 square feet.

Together with the right to use a certain passageway known as Glendon Street in common with W. S. Thompson, his heirs and assigns forever.

BEING the same premises conveyed to Cumberland Farms, Inc. (as successor by merger to V.S.H. Realty, Inc.) by deed of GULF OIL CORPORATION, dated January 12, 1983 and recorded on April 20, 1983 in the Kennebec Registry of Deeds, State of Maine, in Book 2556, Page 44.

After recording, return to:
Atlantic Title Company
76 Atlantic Place
South Portland, ME 04106
ATTN: BJA
File # _____



GLENDON ST

33-57

Waterhouse

158

Scale 1" = 20'

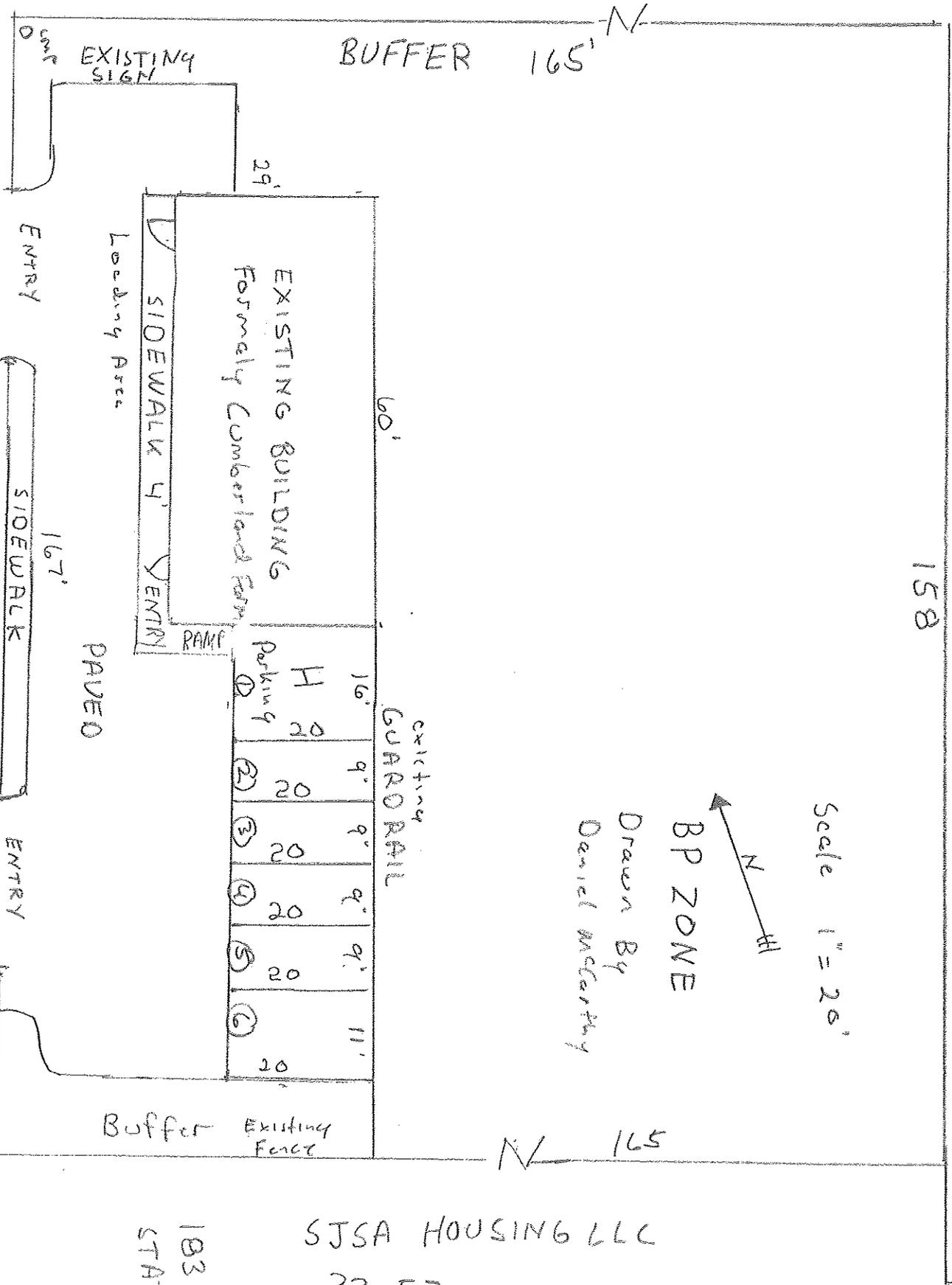
BP ZONE

Drawn By
Daniel McCarthy



165

BUFFER 165'



SJSA HOUSING LLC

33-57

183
STATE

STATE STREET

0.5m

ENTRY

SIDEWALK 167'

ENTRY

PAVED

Loading Area

SIDEWALK 4' W/ ENTRY

RAMP

EXISTING BUILDING
Formerly Cumberland Farm

Parking

- H
- ① 20
- ② 20
- ③ 20
- ④ 20
- ⑤ 20
- ⑥ 20

existing GUARD RAIL

Buffer Existing Fence

Google Maps ME-27

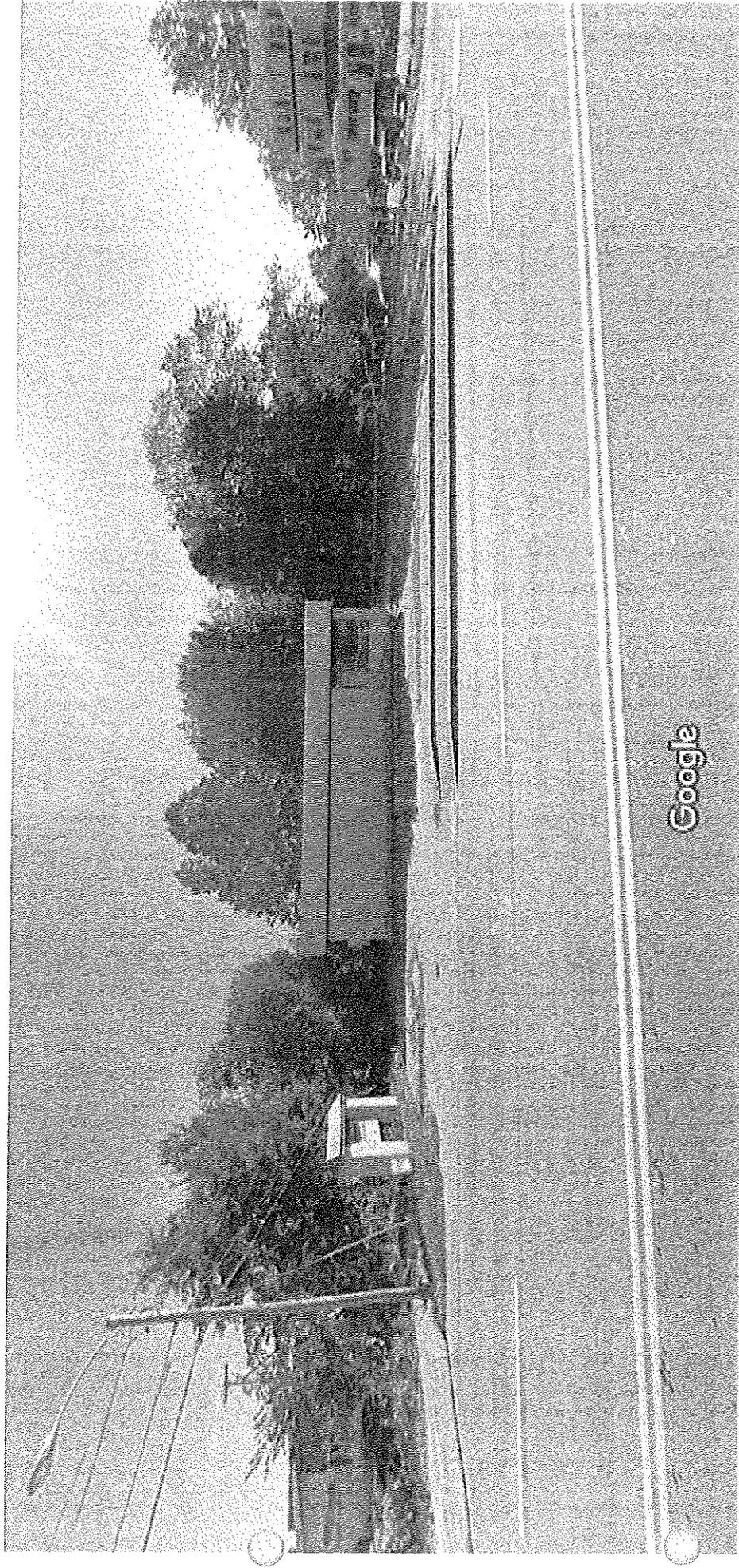
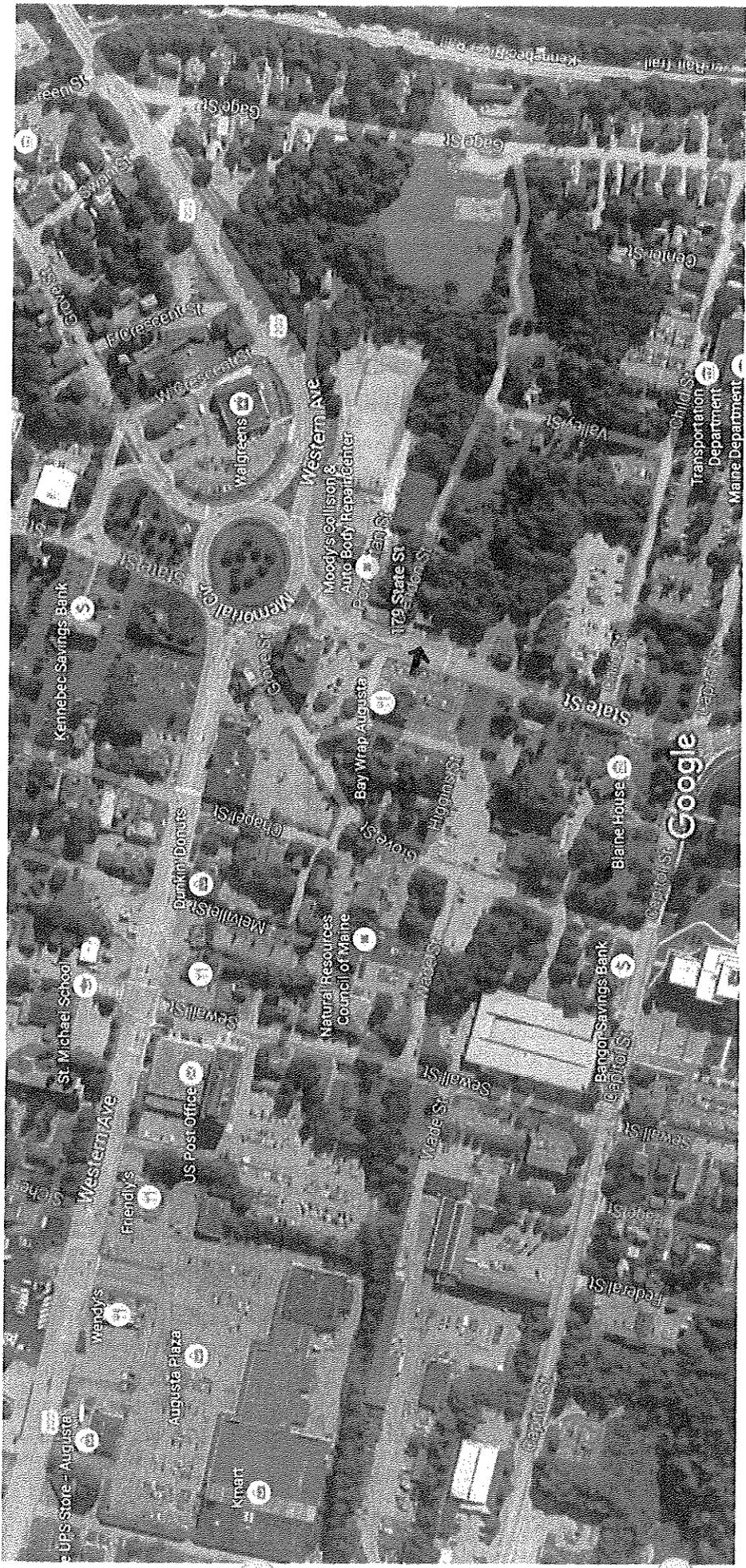


Image capture: Sep 2015 © 2016 Google

Augusta, Maine

Street View - Sep 2015

Google Maps 179 State St

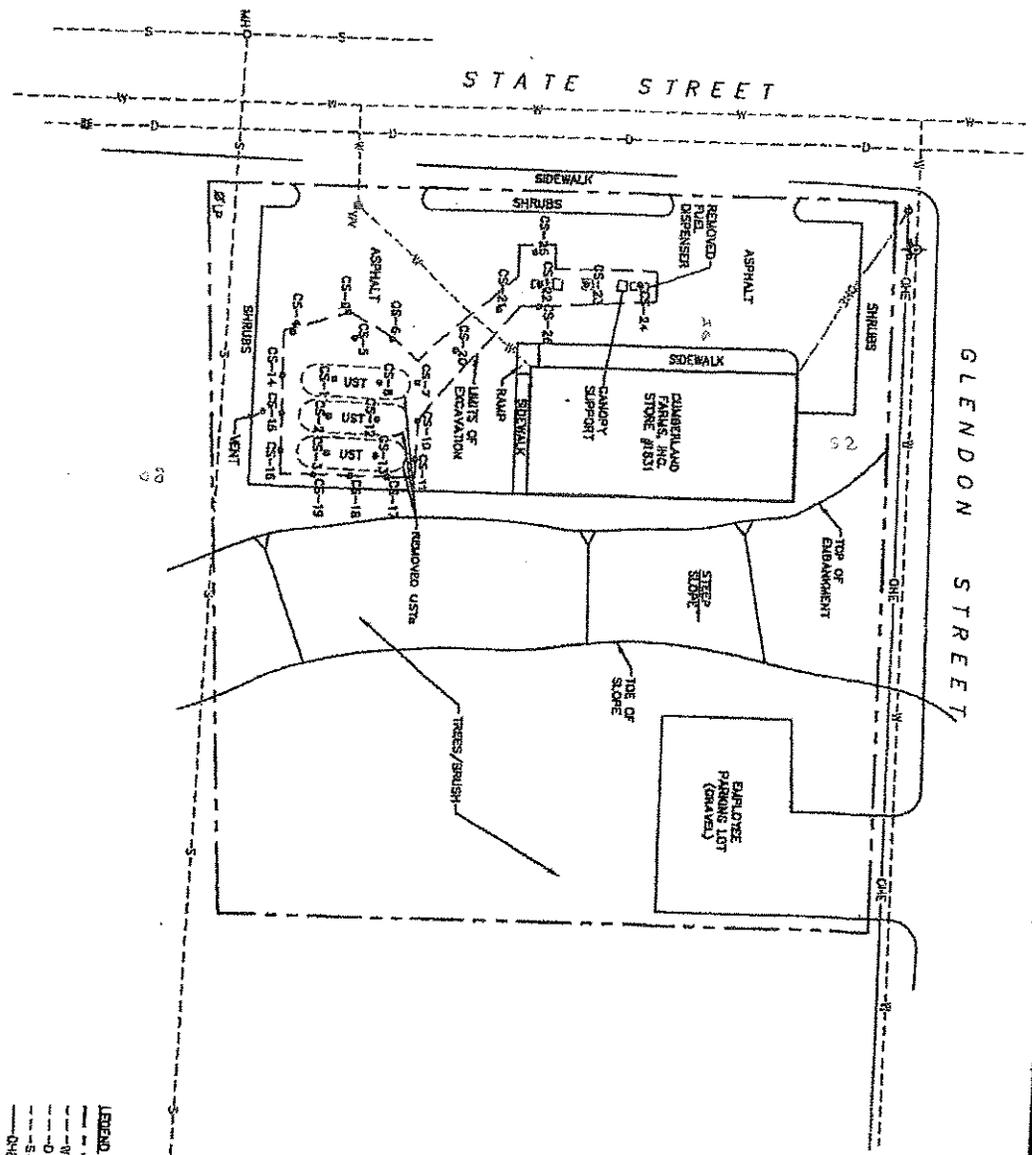


Imagery ©2016 Google, Map data ©2016 Google 200 ft

179 State St
Augusta, ME 04330

Google Maps

SCUROC
 HULL & ASSOCIATES, INC.
 SITE PLAN & SOIL SAMPLE LOCATIONS
 NOVEMBER 1998



- LEGEND**
- PROPERTY BOUNDARY
 - - - UNDERGROUND WATER LINE
 - - - UNDERGROUND STORM DRAIN LINE
 - - - UNDERGROUND SANITARY SEWER LINE
 - - - OVERHEAD ELECTRIC LINE
 - CATCH BASIN
 - MANHOLE
 - WATER VALVE
 - LIGHT POLE
 - UTILITY POLE
 - FIRE HYDRANT
 - SOIL SAMPLE LOCATION

<p>2</p>	<p>SITE PLAN CUMBERLAND FARMS, INC. STORE #1831 179 STATE STREET AUGUSTA, MAINE</p>	<p>AECOM</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> <td></td> </tr> <tr> <td>9</td> <td></td> <td></td> <td></td> </tr> <tr> <td>10</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	REVISION NO.	DATE	BY	DESCRIPTION	1				2				3				4				5				6				7				8				9				10			
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<p>SCALE: NONE DATE: 2/09 PROJECT NUMBER: 02140-392</p>		<p>AECOM Environment 2 TECHNOLOGY PARK DRIVE WESTFORD, MASSACHUSETTS 01886 PHONE: (978) 858-3000 FAX: (978) 858-3100 www.aecom.com</p>																																													
<p>DATE: 2/09</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DESIGNED BY:</td> <td>X</td> </tr> <tr> <td>DRAWN BY:</td> <td>K.P.B.</td> </tr> <tr> <td>CHECKED BY:</td> <td>T.C.</td> </tr> <tr> <td>APPROVED BY:</td> <td>X</td> </tr> </table>		DESIGNED BY:	X	DRAWN BY:	K.P.B.	CHECKED BY:	T.C.	APPROVED BY:	X																																				
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CURRENT OWNER	TOPO	UTILITIES	STRT/ROAD	LOCATION	DESCRIPTION	CURRENT ASSESSMENT
JERSEY AUGUSTA INC C/O ICON INTERNATIONAL ATTN: JIM TULLY - 15TH FLOOR 107 ELM ST STAMFORD, CT 06902 Additional Owners:	1 Level 5 Steep	1 All Public	1 Paved	1 Urban	COMMERC. COM LAND COMMERC.	Code 3220 3220 3220 Assessed Value 50,500 117,300 8,100

RECORD OF OWNERSHIP	BR-VOL/PAGE	SALE DATE	W/U	%	SALE PRICE	V/C
JERSEY AUGUSTA INC CUMBERLAND FARMS INC V S H REALTY INC	11524/ 100 2556/ 44 2556/ 44	09/19/2013 09/30/1984 01/12/1983	Q U Q	I I I	320,000 0 65,000	00 IS 00

EXEMPTIONS	Amount	Code	Description	Number	Amount	Comm. Int.
2 NON-RESIDENTS	0.00					

ASSESSING NEIGHBORHOOD	Street Index Name	Tracing	Batch
0001/A			

NOTES
 FORM.CONV FOOD STR W/GAS PMPS
 NOW VACANT & ZONING DOES NOT ALLOW
 GAS PUMPS
 CB + BRK ON SLAB
 LOT=LEVEL IN FRONT, STEP IN REAR

PERMIT ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments

EXEMPTIONS	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Total
	2015	2	0.00				0.00

PREVIOUS ASSESSMENTS (HISTORY)	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Total
	2014	3330	140,600				140,600
	2013	3330	195,800				195,800
	2012	3330	8,100				8,100

APPRaised VALUE SUMMARY
 Appraised Bldg. Value (Card) 50,500
 Appraised XF (B) Value (Bldg) 8,100
 Appraised OB (L) Value (Bldg) 117,300
 Appraised Land Value (Bldg) 175,900
 Special Land Value
 Total Appraised Parcel Value 175,900

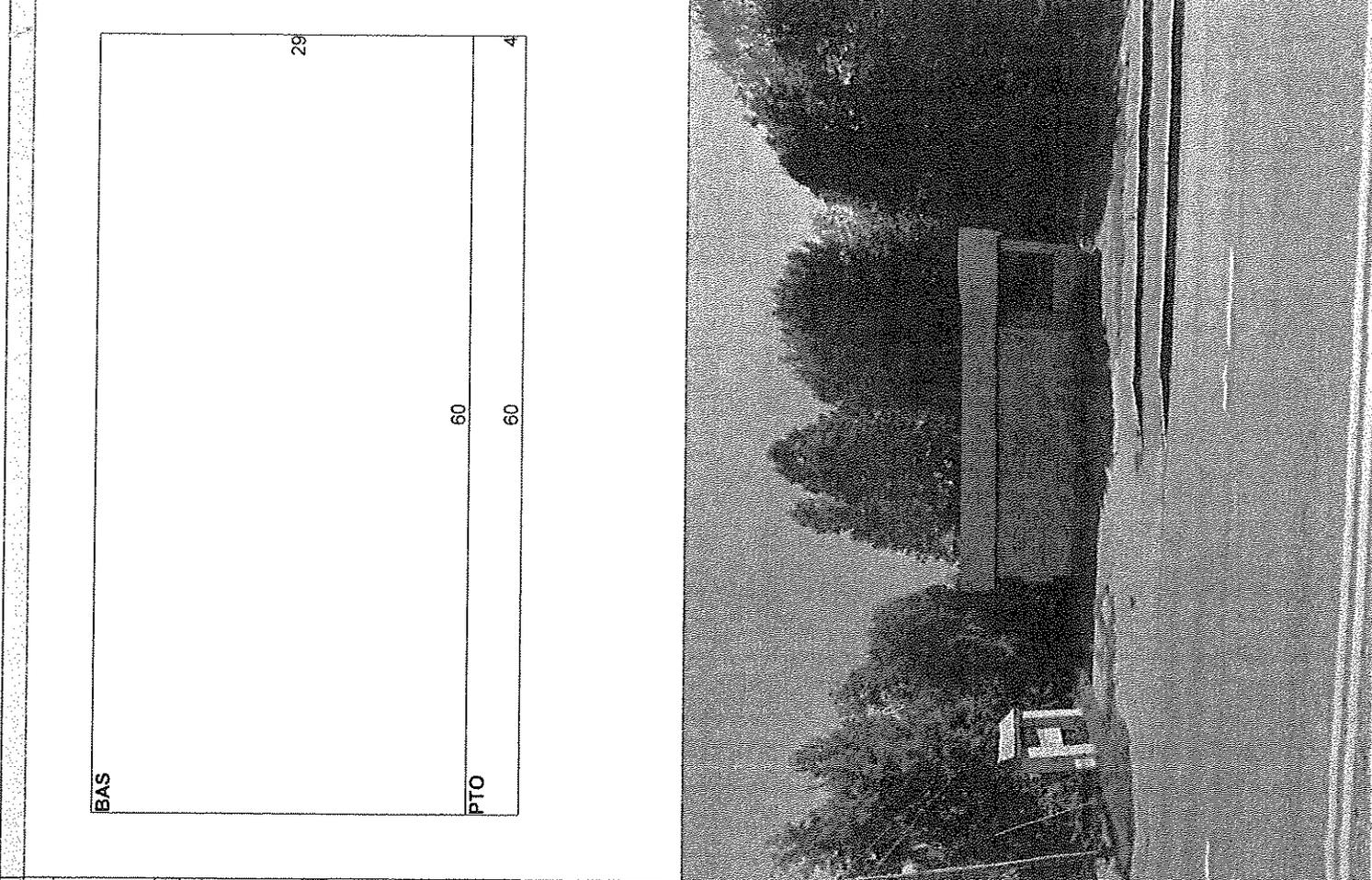
BUILDING PERMIT RECORD		VISIT/CHANGE HISTORY	
Permit ID	Issue Date	Type	Date

LAND LINE VALUATION SECTION		SPECIAL PRICING	
B Use #	Zone	D Front Depth	U Units
1	3221 STORE/SHOP MDL-96 BP	158 165	27,417 SF

TOTAL LAND VALUE	
Total Card Land Units:	Total Land Value:
0.63 AC	117,300

3502
AUGUSTA, ME

VISION



CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)	
Element	Description	Element	Description
17	Store		
96	Industrial		
04	Average +10		
1	Stories		
20	Exterior Wall 1		
01	Exterior Wall 2		
04	Roof Structure		
02	Roof Cover		
05	Interior Wall 1		
05	Interior Wall 2		
05	Interior Floor 1		
05	Interior Floor 2		
04	Heating Fuel		
04	Heating Type		
02	AC Type		
3330	FUEL SV/PR		
00	Total Rooms		
00	Total Bedrms		
2	Total Baths		
01	Heat/AC		
03	Frame Type		
02	Baths/Plumbing		
05	Ceiling/Wall		
01	Rooms/Prtns		
10	Wall Height		
0	% Conn Wall		
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)			
Code	Description	Sub	Unit Price
V1	PAVING-ASPH	L	10,001.35
		Yr	1989
		Gde	0
		Dp	0
		Rt	0
		Cnd	60
		%Cnd	8,100
		Apr	Value
BUILDING SUB-AREA SUMMARY SECTION			
Code	Description	Living Area	Gross Area
BAS	First Floor	1,740	1,740
PTO	Patio	0	240
		Eff. Area	Unit Cost
		1,740	102.86
		12	5.14
		Undeprc. Value	178,978
			1,234
Ttl. Gross Liv/Lease Area:		1,740	1,980
			180,212

BAS

PTO

29

60

60

4

MIXED-USE	
Code	Percentage
3221 STORE/SHOP MDL-96	100

COST/MARKET VALUATION

Adj. Base Rate:	102.86
Net Other Adj.:	180,212
Replace Cost	0.00
AYB	180,212
EYB	1983
Dep Code	1985
Remodel Rating	VP
Year Remodeled	
Dep %	42
Functional Obslnc	0
External Obslnc	0
Cost Trend Factor	1
Condition	AP
% Complete	30
Overall % Cond	28
Apprais Val	50,500
Dep % Ovr	0
Dep Ovr Comment	
Misc Imp Ovr	0
Misc Imp Ovr Comment	
Cost to Cure Ovr	0
Cost to Cure Ovr Comment	

Kennebec Savings Bank

your community bank since 1870

Member FDIC



150 State Street, P.O. Box 50, Augusta, Maine 04332
Telephone: (207) 622-5801 Fax: (207) 626-2858
Website: www.kennebecsavings.com

March 16, 2016

RE: 179 State Street, Augusta, Maine 04330

To Whom It May Concern:

Please be advised that JoDon LLC has been given conditional approval for the financing of real estate located at 179 State Street, Augusta, Maine 04330.

Please feel free to contact me should you have any questions or require any additional information.

Sincerely,

William S. Hill
Regional Vice President