

CITY OF AUGUSTA, MAINE

Conditional-Use Application

I. Applicant / Owner Information

1. Applicant Name: 140 Capitol, LLC
Mailing Address: PO Box 130 Manchester ME 04351
Phone Number: 207-622-3652 Email Address tobias@opglass.com

2. Authorized Agent: Tobias Parkhurst
Mailing Address: PO Box 130 Manchester ME 04351
Phone Number: 207-622-3652 Email Address tobias@opglass.com

3. Property Owner Name: Juniper Holdings
Mailing Address: 31 Houlton Street, W. Dennis, MA 01940
Phone Number: 781-729-0755 Email Address pbrown@juniperllc.com

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.) 3.34 7. Lot Frontage: (ft.) 600 8. Zoning District(s): BP

9. Project Location : 140 Capitol St. Augusta ME 04330
Street Assessor Tax Map # + lot #(s)

III. Applicant Acknowledgments

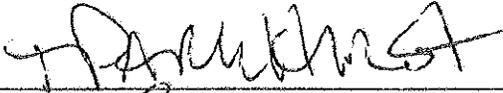
10. Complete Application Required.

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: _____



Signature of Property Owner: _____



Today's Date: 2/14/14

12. Checklist of Required Submission Materials:

Paper Copy	Included	Waiver Requested
11 copies of the application form and narratives	X	
11 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
7 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
11 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

Per Official Use:

\$50 Conditional Use Application Fee Paid. Received By (Initials): _____ Date: _____

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

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

February 11, 2014
Offer Date

2/12, 2014 Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between 140 Capitol, LLC ("Buyer") and Juniper Holdings, LLC ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 26 for explanation) the property situated in municipality of Augusta County of Kennebec, State of Maine, located at 140 Capitol Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 6923, Page(s) 331

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/ pellet stoves, sump pump and electrical fixtures are included with the sale except for the following: no exceptions

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: no exceptions

4. PERSONAL PROPERTY: The following items of personal property as viewed on January 22, 2014 are included with the sale at no additional cost, in "as is" condition with no warranties: no exceptions

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ [REDACTED]. Buyer has delivered; or will deliver to the Agency within 3 days of the Effective Date, a deposit of earnest money in the amount \$ [REDACTED]. Buyer agrees that an additional deposit of earnest money in the amount of \$ n/a will be delivered n/a. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. ESCROW AGENT/ACCEPTANCE: Century 21, Venture Ltd. ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until February 12, 2014 (date) 4:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 5/16/14 (or sooner) (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

Revised 2014

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Buyer(s) Initials JP

Seller(s) Initials RLS

CENTURY 21 Venture Ltd. 1 Orchard Street Augusta, ME 04330
Timothy Fortin

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

Phone: (307)622-6221

Fax: (207)636-2750

Tobias

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

Tim Fortin (015314) of Century 21, Vanture Ltd. (1109)
Licensee MLS ID Agency
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Chris Paszyc (009565) of CB Richard Ellis/The Boulos Co. (2665)
Licensee MLS ID Agency
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

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

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

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

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

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

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

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

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

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

24. 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.

25. ADDENDA: Lead Paint - Yes No ; Other - Yes No

Explain:

The Property Disclosure Form is not an addendum and not part of this Agreement. For 15 DAYS (P) + P

OTHER CONDITIONS: 1. Sale and closing contingent upon successful negotiation of changes Central Maine Power Leases to allow buyer partial access to the building and move Lessee's assets to one section of the building. 2. Should extended time be required to secure Planning Board Approval pertaining to buyers intended use, the number of days associated with Section 12-z would be 45 days.

27. GENERAL PROVISIONS:

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

Buyer's Mailing address is 966 Western Avenue, Manchester, ME 04351

[Signature] 02/11/2014
 BUYER _____ DATE _____ BUYER _____ DATE _____
 140 Capitol, LLC

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

Seller's Mailing address is 31 HOLFORD STREET, WINCHESTER, MA 01890

[Signature] 2/16/14
 SELLER _____ DATE _____ SELLER _____ DATE _____
 Juniper Holdings, LLC

COUNTER-OFFER

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

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

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION

The closing date of this Agreement is extended until _____ DATE _____

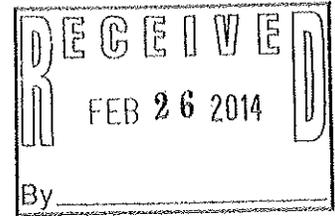
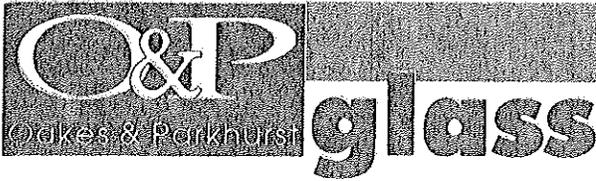
SELLER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ BUYER _____ DATE _____



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30
YEARS

exceeding expectations
78-08

Conditional-Use Application

I. Applicant / Owner Application

1. See attached application.
2. See attached application.
3. See attached application.
4. See attached application.

II. General Information

5.
 - a. The development project is a change from one non-confirming use to another non-confirming use. We are asking to change from a Warehouse/Office use to a Retail/Warehouse/Office use.
 - b. No proposed building expansion.
 - c. Specific use is warehouse, office, and a small retail operation for Oakes & Parkhurst Glass.
 - d. Oakes & Parkhurst Glass has 21 total employees, currently a max of 8 in the building during working hours. Crews come in at the beginning of the day, load material, and return at the end of the day.
 - e. Estimated vehicles entering the site on a daily basis: 21 employees, 2 deliveries, 5 retail customers.
 - f. Total of 68,588 square feet of impervious surface existing today.
 - g. No change to the square footage of impervious surface involved in this project.

6. See attached application.
7. See attached application.
8. See attached application.
9. See attached application.

III. Applicant Acknowledgments

10. See attached application.
11. See attached application.
12. See attached application.

IV. Drawing Requirements for Site Plans

13. n/a.
14. n/a.

V. Site Review Plan Review Criteria for Conditional Uses

Susan Redmond

From: Tobias Parkhurst [tobias@opglass.com]
Sent: Wednesday, February 26, 2014 2:04 PM
To: Matt Nazar
Cc: Susan Redmond
Subject: Previous Verizon Use

This is the response I got:

misc. office space and vehicle storage and maintenance

Tobias

Tobias R. Parkhurst
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