

CITY OF AUGUSTA, MAINE
APPLICATION FOR
PARCEL RECLASSIFICATION/ REZONING

1. Applicant Name: Barry Hobbins
Mailing Address: Law Office of Barry Hobbins, 74 Beach Street, Saco, ME 04072
Phone Number: (207) 229-8996 Email Address: bhobbins@hobbinslaw.com

2. Agent Name: Elliot B. Thayer, PE
Mailing Address: Thayer Engineering Co., 17 Hasson Street, Farmingdale, ME 04344
Phone Number: (207) 582-7762 Email Address: ethayer@thayereng.com

3. Owner Name: Robert L. Witham, Jr. and Michele T. Witham
Mailing Address: 112 Sewall Street, Augusta, ME 04330
Phone Number: (207) 622-5010 Email Address: _____

4. Project Location (Street Address): 112 Sewall Street

5. Tax Map and Lot Number: Map 26, Lot 116

6. Existing zoning district of parcel: Low Density Residential (RA) District
Zoning district being proposed for this parcel: Institutional/Business/Professional (BP)
District contract zone to include business and professional offices and services, and
limited residential use.

7. Type of zoning being applied for (check one):

General Rezoning Contract Rezoning Conditional Rezoning

Definitions:

General Rezoning: Requests to reclassify a parcel from one zoning district classification to another; no specific use is proposed. All uses listed in the requested zoning district would be allowed upon Planning Board recommendation and City Council Approval.

Contract Rezoning: Requests to reclassify a parcel from one zoning district classification to another; the requested zone would be modified, upon Board recommendation and approval by the Council, to limit the use of the property for a selected few of the listed uses.

Conditional Rezoning: Requests to reclassify a parcel from one zoning district classification to another; specific land use is proposed. The requested zone would be modified, upon Board recommendation and Council approval, to limit the use of the property to the use requested.

8. Please attach a narrative that addresses each of the following questions:

(see addendum attached)

1. How the rezoning is consistent with the 2007 Comprehensive Plan.
2. How the rezoning is consistent with established land use patterns.
3. How the rezoning will not create an isolated district unrelated to adjacent districts.
4. How adequate public utilities, roads and services exist or will be provided.
5. How the rezoning is justified by a changed or changing conditions.

9. If you are submitting a "Contract" or "Conditional" Rezoning Application, please address the following:

1. What land use(s) do you propose? The applicant's intended use of the property is for offices for legal services and consulting services, and for a residential apartment.

(see addendum attached)

2. Provide a detailed conceptual plan/ drawing showing your proposed development of the site.

(see Site Plan attached)

Note: Approval of conditional or contract rezoning may include conditions and restrictions. The conditions and restrictions will only be associated with the physical development or operation of the property. The conditions and restrictions may include deed restrictions.

10. Checklist of required submissions:

Paper Copy	Included	Waiver Requested
11 copies of the application form and narratives	✓	
11 copies of the deed, Purchase & Sale agreement, or other document to show standing	✓	
7 reduced-sized copies of any conceptual plan on 11" x 17" size paper	✓ (11 full-size copies)	
4 full-sized copies of any conceptual plan on ANSI D or E size paper	N/A	
11 copies of a letter authorizing the agent to represent the applicant	✓	
Payment in full of \$150 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.)	✓	
Electronic Copy		
1 CD that includes each of the application documents in Adobe PDF format	✓	

11. Applicant Acknowledgement

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 filing 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 filing 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 scheduled filing deadline so that staff can determine completeness of the application.

AGENT'S
 Applicant's Signature: *Allen Ray, PE* Date: 4/10/2014

For Staff Use:

\$150 Application Fee Paid.

Received By (Initials): _____ Date: _____

\$ _____ Abutter Notification Fee Paid.

Received By (Initials): _____ Date: _____

ADDENDUM TO REZONING APPLICATION
BARRY HOBBS
112 SEWALL STREET
APRIL 10, 2014

8. PLEASE ATTACH A NARRATIVE THAT ADDRESSES EACH OF THE FOLLOWING QUESTIONS:

1. How the rezoning is consistent with the 2007 Comprehensive Plan.

The rezoning is consistent with the 2007 Comprehensive Plan (“Plan”). This parcel at 112 Sewall Street is located within the “River/State Government Complex” section of Augusta. The residential and State Capitol areas should be maintained (Plan Volume 1, Page 47). The Plan provides that this section of Augusta is expected to be a mixed-use area including offices and high to medium density residential uses. The Plan notes that the residential and State Capitol areas should be maintained, and significant non-residential intrusion limited or prohibited. The proposed contract BP rezoning to accommodate the conversion of the residence to business and professional offices, and including limited residential use, is not a significant nonresidential intrusion. Access to the office space will be limited to Sewall Street only. Access from Page Street will be limited to the residential use. The 1902 structure will remain essentially in appearance as it is now.

2. How the rezoning is consistent with established land use patterns.

Rezoning 112 Sewall Street to a contract BP zone is consistent with established land use patterns. There are offices and residences along this section of Sewall Street. The State Office Building is directly across Sewall Street from 112 Sewall Street. On the same side of Sewall Street as the subject there are numerous properties being used as business and professional offices including:

124 Sewall Street (Maine Equal Justice Partners, Inc.),
110 Sewall Street (110 Sewall St., LLC),
108 Sewall Street (Maine Public Employees Retirement System),
106 Sewall Street (Mitchell & Tardy), and
104 Sewall Street (Maine Pulp & Paper Association).

3. How the rezoning will not create an isolated district unrelated to adjacent districts.

The rezoning will not create an isolated district unrelated to adjacent districts. The rezoning abuts a contract BP zoned parcel to the north (110 Sewall St., LLC), and the State Office complex directly across Sewall Street is located in the Institutional/Business/Professional (BP) District.

4. How adequate public utilities, roads and services exist or will be provided.

Public utilities, roads and services are currently in place. The use of the public utilities, roads and services will not significantly change as part of this rezoning. This location convenient to State Agencies and State Government promotes walking and reduces vehicular traffic and the need for parking.

5. How the rezoning is justified by changed or changing conditions.

The rezoning is justified by changed and changing conditions. The property at 110 Sewall Street was rezoned in 2011 to allow for office use. Other properties in this immediate area have been converted to professional offices. Increasing numbers of businesses and organizations that conduct business with State Agencies in this State Government Complex area desire centrally located office space, preferably within walking distance of the State Agencies.

9. IF YOU ARE SUBMITTING A “CONTRACT” OR “CONDITIONAL REZONING APPLICATION, PLEASE ADDRESS THE FOLLOWING:

1. What land use do you propose?

The applicant’s intended use of the property is offices for legal services and consulting services, and for a residential apartment.

Existing driveway access from Sewall Street with parking for three (3) cars will be maintained for the proposed office space, and space exists for future parking expansion.

The applicant will not extend the driveway from Sewall Street through to Page Street.

The existing driveway access and associated parking at Page Street will be maintained for the owner and residential use only. Space exists for future residential parking expansion.

PURCHASE AND SALE AGREEMENT

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

March 26, 2014
Offer Date

3/27 2014 Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Barry J. Hobbins, and/or Assigns ("Buyer") and Robert L. Witham, Jr., Michele T. Witham ("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 112 Sewall Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 4328, Page(s) 308.

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: N/A

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A

4. PERSONAL PROPERTY: The following items of personal property as viewed on March 23, 2014 are included with the sale at no additional cost, in "as is" condition with no warranties: Range-Gas, Dishwasher, Refrigerator, Microwave, Disposal

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 200,000.00. Buyer has delivered; or will deliver to the Agency within 5 days of the Effective Date, a deposit of earnest money in the amount \$ 1,000.00. 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: RE/MAX Capital ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 27, 2014 (date) 7:00 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 See Sec # 26 (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.

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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 22 Glenhaven Circle, Saco, ME 04072

Barry J. Hobbins 3/26/14
 BUYER _____ DATE _____
 Barry J. Hobbins

BUYER _____ DATE _____
 and/or Assigns

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 112 Sewall St. Augusta, ME 04330

Robert L. Witham Jr. 3-27-14
 SELLER _____ DATE _____
 Robert L. Witham Jr.

Michele T. Witham 3/27/14
 SELLER _____ DATE _____
 Michele T. Witham

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 _____



BARRY HOBBSINS
Law Office of Barry Hobbsins
74 Beach Street
Saco, Maine 04072
207 – 229-8996

April 8, 2014

Augusta City Council
Augusta Planning Board
City of Augusta
16 Cony Street
Augusta, ME 04330-5201

Dear Augusta City Councilors and Planning Board Members,

Please be advised that I have engaged Elliot B. Thayer, PLS, PE to provide applications for the rezoning of property that I am acquiring located at 112 Sewall Street, Augusta, Maine. As such, he is authorized to act as agent on my behalf in the preparation, presentation, and administration of the City of Augusta rezoning applications.

If there should be any questions, please do not hesitate to contact me at your convenience.

Sincerely yours,

 , Agent

Barry Hobbsins, Esquire