

CITY OF LEWISTON
STAFF REVIEW MEETING
Thursday, September 5, 2013 – 8:30 A.M.
Third Floor Conference Room
Lewiston City Building
27 Pine Street, Lewiston, ME

AGENDA

I. ROLL CALL

II. ADJUSTMENTS TO THE AGENDA

III. CORRESPONDENCE

VI. PUBLIC HEARINGS:

- A) To consider an application submitted by Rick Beaudoin to construct a 22' x 36' two-story addition to the existing pool store at 1057 Sabattus Street and to locate storage trailer 10' from side property line.
- B) To consider an application submitted by 486 Sabattus Street, LLC to convert a two story apartment building into a day spa with nine parking spots, including a side yard modification to allow parking to be within 7 feet of the rear property line.

V. OTHER BUSINESS:

VI. READING OF THE MINUTES: Motion to adopt the draft minutes from August 1, 2013 meeting.

VII. ADJOURNMENT:



**STAFF REVIEW COMMITTEE MEETING
CITY OF LEWISTON**

**1057 Sabattus Street
Rick's Swimming Pools, Inc.**

The Lewiston Staff Review Committee will hold a hearing on Thursday, September 5, 2013 at 8:30 a.m. in the Third Floor Conference Room of the City Building to consider an application submitted by Rick Beaudoin to construct a 22' x 36' two story addition to existing pool store and locate a storage trailer 10' from the side property line.

Maps and data are available in Planning & Code Enforcement on the Third Floor at the City Building between 8:00 a.m. and 4:30 p.m., Monday through Friday. Written comments may be submitted to David Hediger, City Planner, in the Planning & Code Enforcement Department on or before the hearing date, and oral comments will be accepted at the hearing.

The City of Lewiston is an EOE. For more information, please visit our website @ www.ci.lewiston.me.us and click on the Non-Discrimination Policy.



**STAFF REVIEW COMMITTEE MEETING
CITY OF LEWISTON**

**1057 Sabattus Street
Rick's Swimming Pools, Inc.**

The Lewiston Staff Review Committee will hold a hearing on Thursday, September 5, 2013 at 8:30 a.m. in the Third Floor Conference Room of the City Building to consider an application submitted by Rick Beaudoin to construct a 22' x 36' two story addition to existing pool store and locate a storage trailer 10' from the side property line.

Maps and data are available in Planning & Code Enforcement on the Third Floor at the City Building between 8:00 a.m. and 4:30 p.m., Monday through Friday. Written comments may be submitted to David Hediger, City Planner, in the Planning & Code Enforcement Department on or before the hearing date, and oral comments will be accepted at the hearing.

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PROJECT DATA

The following information is required where applicable, in order to complete the application

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	35,007	sq. ft.
Proposed Total Paved Area	20,238	sq. ft.
Proposed Total Impervious Area	35,007	sq. ft.
Proposed Impervious Net Change	0	sq. ft.
Impervious surface ratio existing	67%	% of lot area
Impervious surface ratio proposed	67%	% of lot area

BUILDING AREA/LOT COVERAGE

Existing Building Footprint	6,908	sq. ft.
Proposed Building Footprint	7,700	sq. ft.
Proposed Building Footprint Net change	792	sq. ft.
Existing Total Building Floor Area	7,692	sq. ft.
Proposed Total Building Floor Area	8,484	sq. ft.
Proposed Building Floor Area Net Change	1,584	sq. ft.
New Building	yes	(yes or no)
Building Area/Lot coverage existing	13%	% of lot area
Building Area/Lot coverage proposed	15%	% of lot area

ZONING

Existing	HB Highway Business
Proposed, if applicable	

LAND USE

Existing	Retail Pool Store
Proposed	Retail Pool Store

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	
Proposed Number of Residential Units	
Subdivision, Proposed Number of Lots	

PARKING SPACES

Existing Number of Parking Spaces	17
Proposed Number of Parking Spaces	24
Required Number of Parking Spaces	21
Number of Handicapped Parking Spaces	2

ESTIMATED COST OF PROJECT

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	35,007	sq. ft.
Proposed Disturbed Area	1,200	sq. ft.
Proposed Impervious Area	35,007	sq. ft.

1. If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.
2. If the proposed impervious area is greater than one acre including any impervious area created since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.
3. If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.
4. If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.

TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing _____ 5 _____ passenger car equivalents (PCE)
(Since July 1, 1997)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) _____ 5 _____ passenger car equivalents (PCE)
If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

Zoning Summary

1. Property is located in the HB – Highway Business zoning district.

2. Parcel Area: 1.2 acres / 52,189 square feet(sf).

Regulations	Required/Allowed	Provided
Min Lot Area	<u>None</u>	<u>52,189 sf</u>
Street Frontage	<u>150'</u>	<u>202'</u>
Min Front Yard	<u>15'</u>	<u>15'</u>
Min Rear Yard	<u>10'</u>	<u>52'</u>
Min Side Yard	<u>10'</u>	<u>0' (existing)</u>
Max. Building Height	<u>65'</u>	<u>25'</u>
Use Designation	<u>Retail Store</u>	<u>Retail Store</u>
Parking Requirement	<u>1 space/ per varies square feet of floor area</u>	
Total Parking:	<u>21</u>	<u>24</u>
Overlay zoning districts (if any):	<u>/</u>	<u>/</u>
Urban impaired stream watershed?	<u>YES/NO If yes, watershed name <u>No</u></u>	

DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submission shall include payment of fee and fifteen (15) complete packets containing the following materials:

1. Full size plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

Refer to the application checklist for a detailed list of submittal requirements.

L/A's development review process and requirements have been made similar for convenience and to encourage development. Each City's ordinances are available online at their prospective websites:

Auburn: <http://www.auburnmaine.org> under City Departments/ Planning and Permitting/Land Use Division/Planning Ordinance

Lewiston: <http://www.ci.lewiston.me.us/clerk/ordinances.htm> Refer to Appendix A of the Code of Ordinances

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.

Signature of Applicant: 	Date: 
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Development Review Checklist

City of Auburn Planning and Permitting Department
City of Lewiston Department of Planning and Code Enforcement



THE FOLLOWING INFORMATION IS REQUIRED WHERE APPLICABLE TO BE SUBMITTED FOR AN APPLICATION TO BE COMPLETE

PROJECT NAME: Rick's Swimming Pools

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 1057 Sabattus Street 00002747 and 00012694

Required Information		Check Submitted		Applicable Ordinance	
		Applicant	Staff	Lewiston	Auburn
Site Plan					
	Owner's Names/Address	✓		✓	
	Names of Development	✓		✓	
	Professionally Prepared Plan	✓		✓	
	Tax Map or Street/Parcel Number	✓		✓	
	Zoning of Property	✓		✓	
	Distance to Property Lines	✓		✓	
	Boundaries of Abutting land	✓		✓	
	Show Setbacks, Yards and Buffers	✓		✓	
	Airport Area of Influence (Auburn only)				
	Parking Space Calcs	✓		✓	
	Drive Openings/Locations	✓		✓	
	Subdivision Restrictions	N/A		✓	
	Proposed Use	✓		✓	
	PB/BOA/Other Restrictions	N/A		✓	
	Fire Department Review				
	Open Space/Lot Coverage	✓		✓	
	Lot Layout (Lewiston only)				
	Existing Building (s)	✓		✓	
	Existing Streets, etc.	✓		✓	
	Existing Driveways, etc.	✓		✓	
	Proposed Building(s)	✓		✓	
	Proposed Driveways	✓		✓	
Landscape Plan					
	Greenspace Requirements	✓		✓	
	Setbacks to Parking	✓		✓	
	Buffer Requirements	✓		✓	
	Street Tree Requirements	N/A		✓	

	Screened Dumpsters			
	Additional Design Guidelines			
	Planting Schedule			
Stormwater & Erosion Control Plan				
	Compliance w/ chapter 500	✓		✓
	Show Existing Surface Drainage	✓		✓
	Direction of Flow	✓		✓
	Location of Catch Basins, etc.	✓		✓
	Drainage Calculations	✓		✓
	Erosion Control Measures	✓		✓
	Maine Construction General Permit Bonding and Inspection Fees	N/A		✓
	Post-Construction Stormwater Plan Inspection/monitoring requirements	✓		✓
	Third Party Inspections (Lewiston only)			
Lighting Plan				
	Full cut-off fixtures			
	Meets Parking Lot Requirements	✓		✓
Traffic Information				
	Access Management	N/A		✓
	Signage			
	PCE - Trips in Peak Hour	}		}
	Vehicular Movements			
	Safety Concerns			
	Pedestrian Circulation			
	Police Traffic			
	Engineering Traffic			
Utility Plan				
	Water	EXIST		✓
	Adequacy of Water Supply			
	Water main extension agreement			
	Sewer	EXIST		✓
	Available city capacity			
	Electric			
	Natural Gas			
	Cable/Phone			
Natural Resources				
	Shoreland Zone	N/A		✓
	Flood Plain	N/A		✓
	Wetlands or Streams	✓		✓
	Urban Impaired Stream	N/A		✓
	Phosphorus Check	N/A		✓
	Aquifer/Groundwater Protection	N/A		✓
	Applicable State Permits	N/A		✓

City of Auburn Planning and Permitting Department - 60 Court Street, Suite 104 -
Auburn, ME 04210-Tel. (207)333-6601

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City of Lewiston Department of Planning and Code Enforcement - 27 Pine Street-Lewiston, ME 04240-7201 -
Tel. (207)513-3125

City of Auburn Planning and Permitting Department - 60 Court Street, Suite 104 -
Auburn, ME 04210-Tel. (207)333-6601

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City of Lewiston Department of Planning and Code Enforcement - 27 Pine Street-Lewiston, ME 04240-7201 -
Tel. (207)513-3125



August 12, 2013

*RE: Rick's Swimming Pools
Building Addition
TEA Project No.: 2013-032*

David Hediger
City Planner
City of Lewiston
27 Pine Street
Lewiston, Maine 04240

Dear David:

We have been retained by Rick's Swimming Pools to update the site plan for a proposed 22' by 36' two storey building addition to their facility at 1055 and 1057 Sabattus Street. The building is to have additional showroom space downstairs and offices upstairs. It is my understanding that this project will be reviewed by the Staff Review Committee.

We have based our revised site plan on the plan we prepared in 2001 and 2003. The site has not been surveyed again, however, it has been updated to reflect relocated buildings and expanded crushed stone areas based on aerial photography and field measurements.

One area of concern was whether the 75% impervious coverage ratio has been reached. For simplicity's sake, we have calculated that based on the amount of land on the two lots that is vegetated the impervious ratio is 67%. This includes as impervious areas of crushed stone for landscaping and storage. It should be noted that these crushed stone areas could be considered as not impervious as they store stormwater and allow it to percolate back into the ground. If the crushed stone areas were not to be considered impervious, the impervious coverage ratio would be closer to 54%.

We have also updated our drainage calculations to reflect the changes proposed by this plan. The site sits at the bottom of a portion of the watershed of an unnamed stream. The area of the watershed above this point is about 160 acres. Runoff from the site has mostly entered the stream by the time the peak of the stream reaches the site. We have calculated that the proposed development increase the peak flow in the stream by no more than a few hundredths of a cfs for any of the design storms. This is based on the existing condition of the lots prior to the development in 2001.

David Hediger
August 12, 2013
Page 2

We do not anticipate any change in traffic patterns or the number of trips to and from the site. The additional show room space will allow them to show more spas, hot tubs and other items. Parking is based on the use of various portions of all the buildings. It should be noted that the spas and hot tubs on display take up significant floor space. It could be argued that the parking requirement should be reduced as it is for car dealerships. In either case the owner has not experienced any parking issues even during tent sales when a portion of the parking lot has a tent for outdoor display.

Please let me know if you have any questions or comments.



Very truly yours,

Taylor Engineering Associates

A handwritten signature in black ink, appearing to read "Norman G. Chamberlain II". The signature is fluid and cursive, with a small flourish at the end.

Norman G. Chamberlain II, PE
Vice President

c. Rick Beaudoin, Rick's Swimming Pools, Inc.

QUITCLAIM DEED WITHOUT COVENANTS
(Maine Statutory Short Form Deed, with Modifications)

RICKY L. BEAUDOIN, also known as RICK BEAUDOIN and TAMMY BEAUDOIN, for consideration paid, grants to:

TAMMY BEAUDOIN and RICK BEAUDOIN, Trustees, or their successors in trust, under the TAMMY BEAUDOIN LIVING TRUST, dated September 27, 2007, and any amendments thereto; and,

RICK BEAUDOIN and TAMMY BEAUDOIN, Trustees, or their successors in trust, under the RICK BEAUDOIN LIVING TRUST, dated September 27, 2007, and any amendments thereto

whose mailing address is 1055 Sabattus Street, Lewiston, Maine 04240, the following described land located on in Lewiston, Androscoggin County Maine:

All of the premises conveyed to Grantors by deed of Lorraine S. Smith, dated April 28, 2000 and recorded in the Androscoggin County Registry of Deeds in Deed Book 4433at Page 248.

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trust and for the uses and purposes herein and in the trust agreement set forth. The conveyance to Grantee, as Trustee, is with full power and authority to Grantee(s), as Trustee(s), to sell, contract to sell and grant options to purchase the said property and any right, title or interest therein on any part thereof for any other real or personal property upon any terms; to convey the property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge, or otherwise encumber the property or any part thereof; to lease, grant options to lease and renew, extend, amend and otherwise modify leases on property or any part thereof from time to time, for any rental and upon any other terms and conditions; to release, convey or assign any other right, title or interest whatsoever in the property or any part thereof. No party dealing with the Trustee in relation to the said property in any manner whatsoever and (without limiting the foregoing) no party to whom the said property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged to see the application of any purchase money, rent or money borrowed or otherwise advanced on the property or to inquire into the authority, necessity or expediency of any act of the Trustee

Witness our hands and seals this 11 day of Oct., 2007.

Tammy Beaudoin
Tammy Beaudoin

Ricky L. Beaudoin
Ricky L. Beaudoin

State of Maine
County of Androscoggin, ss.

Then personally appeared this 11 day of Oct., 2007, the above named RICKY L. BEAUDOIN and TAMMY BEAUDOIN, each individually acknowledged the foregoing instrument to be his and her free act and deed.

Before me,

Buffy A. Cloutier
Attorney at Law/Notary Public

My Comm'n Expires: _____

Printed Name BUFFY A. CLOUTIER

Notary Public, Maine
My Commission Expires January 26, 2013

ANDROSCOGGIN COUNTY
Tina N. Chausse
REGISTERED

1055 SABATTUS ST

6/2/57

NO MAINE R.E. TRANSFER TAX PAID

QUITCLAIM DEED WITHOUT COVENANTS
(Maine Statutory Short Form Deed, with Modifications)

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RICK BEAUDOIN and TAMMY BEAUDOIN, Trustees, or their successors in trust, under the RICK BEAUDOIN LIVING TRUST, dated September 27, 2007, and any amendments thereto

whose mailing address is 1055 Sabattus Street, Lewiston, Maine 04240, the following described land located on in Lewiston, Androscoggin County Maine:

All of the premises conveyed to Grantors by deed of Fred R. Parker and Edith Parker, dated February 28, 1997 and recorded in the Androscoggin County Registry of Deeds in Deed Book 3748at Page 14.

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trust and for the uses and purposes herein and in the trust agreement set forth. The conveyance to Grantee, as Trustee, is with full power and authority to Grantee(s), as Trustee(s), to sell, contract to sell and grant options to purchase the said property and any right, title or interest therein on any part thereof for any other real or personal property upon any terms; to convey the property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge, or otherwise encumber the property or any part thereof; to lease, grant options to lease and renew, extend, amend and otherwise modify leases on property or any part thereof from time to time, for any rental and upon any other terms and conditions; to release, convey or assign any other right, title or interest whatsoever in the property or any part thereof. No party dealing with the Trustee in relation to the said property in any manner whatsoever and (without limiting the foregoing) no party to whom the said property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged to see the application of any purchase money, rent or money borrowed or otherwise advanced on the property or to inquire into the authority, necessity or expediency of any act of the Trustee

Witness our hands and seals this 11 day of Oct, 2007.

Tammy Beaudoin
Tammy Beaudoin

Ricky L. Beaudoin
Ricky L. Beaudoin

State of Maine
County of Androscoggin, ss.

Then personally appeared this 11 day of Oct, ~~2006~~ ^{2007 (BC)} the above named RICKY L. BEAUDOIN and TAMMY BEAUDOIN, each individually acknowledged the foregoing instrument to be his and her free act and deed.

Before me,

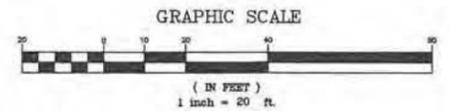
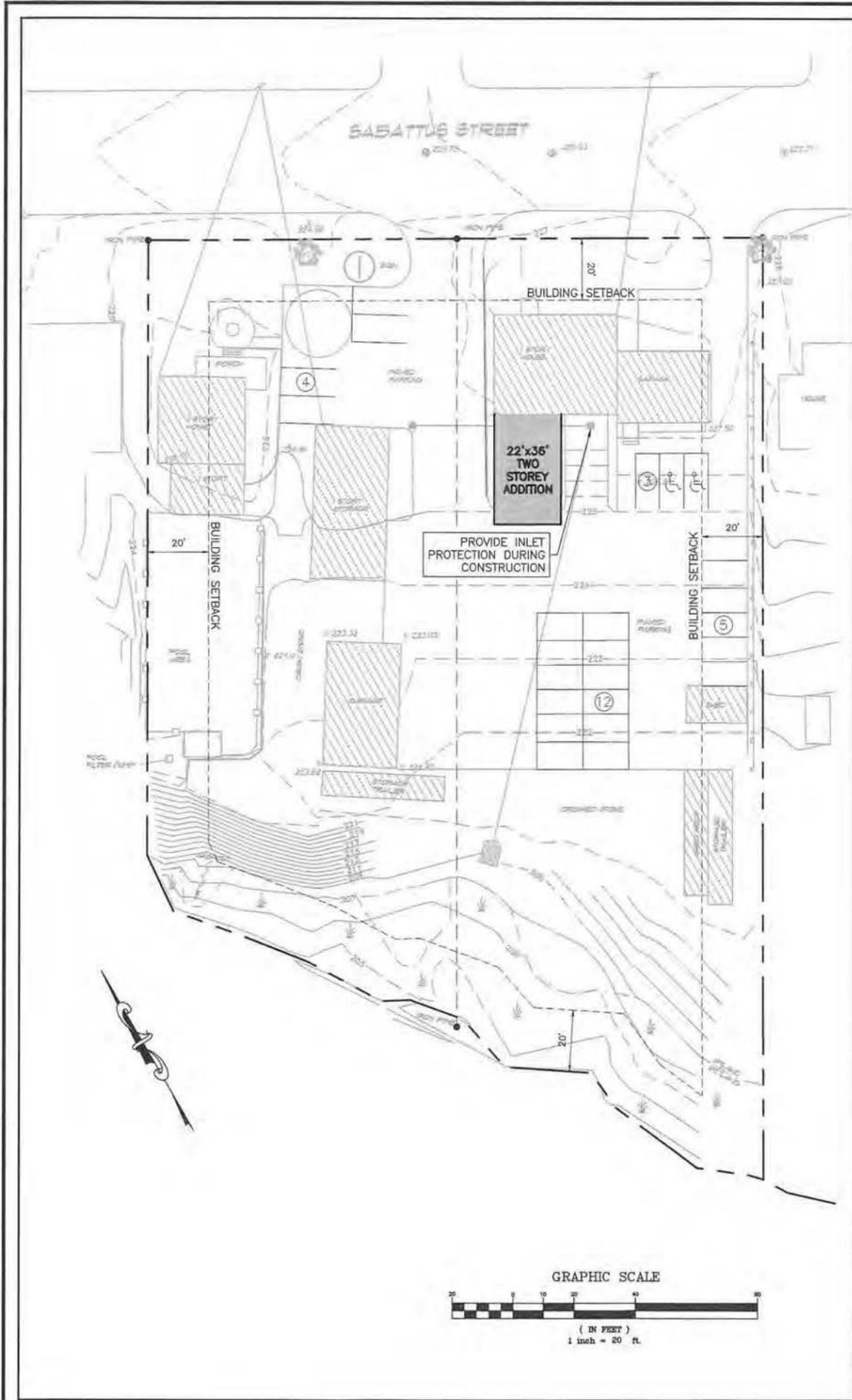
Buffy A. Carter
Attorney at Law/Notary Public

My Comm'n Expires: _____

Printed Name _____

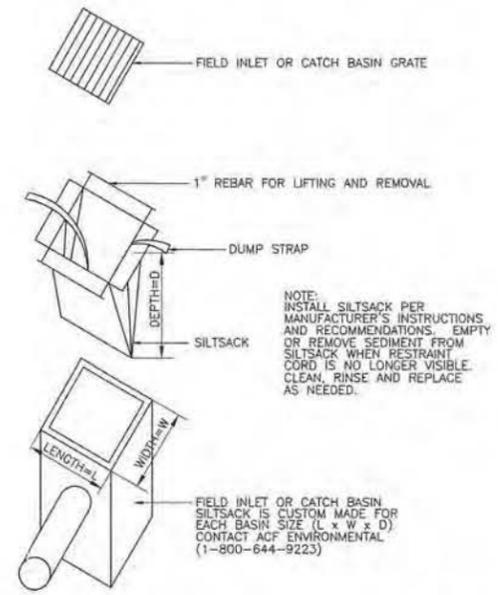
1055 SABATTUS ST

NO MAINE R.E. TRANSFER TAX PAID



GENERAL NOTES

- PROPERTIES INCLUDED IN THIS DEVELOPMENT ARE 1055 AND 1057 SABATTUS STREET, MAP/LOT 63-58 AND 63-57 RESPECTIVELY.
- EXISTING CONDITIONS SHOWN ON THESE PLANS ARE BASED ON A PLAN PREPARED BY SURVEY WORKS DATED OCTOBER 11, 2001 SUPPLEMENTED WITH DATA FROM AERIAL PHOTOGRAPHY AND ONSITE MEASUREMENTS.
- WETLAND AREAS SHOWN ON THIS PLAN WERE DELINEATED IN 2001.
- ALL METHODS, MATERIALS AND DETAILS OF CONSTRUCTION NOT OTHERWISE SPECIFIED TO BE IN ACCORDANCE WITH MDOT STANDARD SPECIFICATIONS AND STANDARD DETAILS, LATEST REVISIONS AND "MAINE EROSION AND SEDIMENT CONTROL BMP's" MARCH 2003, OR AS REVISED. ALL SOIL EROSION CONTROL MEASURES TO BE INSTALLED PRIOR TO ANY SITE DISTURBANCE AND ARE TO BE MAINTAINED UNTIL VEGETATION HAS BEEN ESTABLISHED.
- SITSACK, OR APPROVED EQUAL, SHALL BE USED DURING CONSTRUCTION OF FOUNDATION TO MINIMIZE SEDIMENT FROM ENTERING STORM PIPES.
- ALL DISTURBED AREAS TO BE LANDSCAPED WITH CRUSHED STONE OR LOAMED, SEEDED, FERTILIZED AND MULCHED. LOAM TO BE PLACED AT A NOMINAL DEPTH OF 3", SEED SHALL BE A LAWN MIX. MULCH SHALL BE APPLIED TO ALL SEEDED AREAS. CONTRACTOR TO RETURN IN SPRING AND LOAM, RESEED AND MULCH AS NEEDED TO ESTABLISH GROWTH.
- APPROVAL OF THIS PLAN WILL EXPIRE IF DEVELOPMENT HAS NOT OCCURRED WITHIN TWO YEARS OF DATE OF APPROVAL UNLESS AN EXTENSION IS REQUESTED AND GRANTED.



SILTSACK INLET SEDIMENT CONTROL DEVICE DETAIL
NOT TO SCALE

ZONING REQUIREMENTS

ZONING DISTRICT: HIGHWAY BUSINESS (HB)

	REQUIRED	PROVIDED
MINIMUM LOT SIZE:	NONE	52,189 SF
MINIMUM LOT FRONTAGE:	150'	202' ±
MAXIMUM LOT COVERAGE:	50%	15% ±
MAXIMUM IMPERVIOUS RATIO:	75%	67% ±
MINIMUM LOT SIZE:	NONE	52,189 ± SF
MAXIMUM BUILDING HEIGHT:	65'	<30'
SETBACK REQUIREMENTS:		
FRONT:	20'	*24' ±
SIDE:	20'	*3' ±
REAR:	20'	*52' ±
YARD REQUIREMENTS:		
FRONT:	15'	15'
SIDE:	10'	*0'
REAR:	10'	*52' ±
+ EXISTING		
PARKING REQUIREMENTS:		
RESIDENCE:	2	2
SHOWROOM:	11	13
OFFICE:	2	2
STORAGE:	7	7
TOTAL:	23	24



Drawn By:	NOC
Checked By:	NOC
Job No.:	2013-032
Drawn:	1"=20'
Scale:	AUG 12, 2013
Date:	



Prepared for:
Rick's Pools
1057 Sabattus Street
Lewiston, Maine

RICK'S POOLS BUILDING ADDITION
1057 SABATTUS STREET
LEWISTON, MAINE
SITE PLAN

FINAL PLAN APPROVED BY
CITY OF LEWISTON STAFF REVIEW COMMITTEE

COMMITTEE CHAIR _____ DATE _____

L:\Projects\2013-032 Rick's Pools\2013-032 Site Plan.dwg, 8/12/2013 9:11:28 AM



STAFF REVIEW COMMITTEE MEETING CITY OF LEWISTON

**486 Sabattus Street
Healthy Beauty Wellness Spa**

The Lewiston Staff Review Committee will hold a hearing on Thursday, September 5, 2013 at 8:30 a.m. in the Third Floor Conference Room of the City Building to consider an application submitted by 486 Sabattus Street, LLC, to convert a two-story apartment building to a day spa with nine parking spots, including a side yard modification to allow parking to be within 7 feet of the rear property line.

Maps and data are available in Planning & Code Enforcement on the Third Floor at the City Building between 8:00 a.m. and 4:30 p.m., Monday through Friday. Written comments may be submitted to David Hediger, City Planner, in the Planning & Code Enforcement Department on or before the hearing date, and oral comments will be accepted at the hearing.



Performance Technology, Inc.

August 12, 2013

Mr. Daniel Letourneau
3 Blackbird Lane
Lewiston, Maine 04240

Re: Drainage at 486 Sabattus Street, Lewiston, Maine

Dear Mr. Letourneau:

At your request, I have reviewed potential drainage issues that may be associated with your proposed modification to the property at 486 Sabattus Street in Lewiston. It is my understanding that you are intending to pave a portion of the westerly side yard of the property for creation of nine parking spaces that will serve a new business relocation to that site. The key issue that you have asked me to review is whether this new pavement installation will create any drainage issues with the existing subsurface storm drain infrastructure that serves the property.

The attached markup of your Mortgage Loan Inspection plan shows the area that is intended to be surfaced in addition to other existing site features. This paving project will lead to the creation of a 2880 ft.² paved area within which approximately 1538 ft.² (about 53% of the proposed new paved area) can already be categorized as impervious due to an existing gravel and paved surface as shown in the plan. Accordingly, the issue under consideration is whether the additional 1432 ft.² of impervious surface beyond the impervious surface that already exists creates any new drainage issues.

Currently, the lot is served by a catch basin that is located at the rear northeasterly corner of the lot as shown in the plan. At the time of my inspection, there did not appear to be any indication of problems associated with the function of this catchbasin.

I believe that historical land use on the property immediately to the west of the subject property may provide the answer as to whether the increased new paved area will create any new problems for existing drainage infrastructure. An additional attachment is submitted with this letter which shows a recent aerial photograph of the area where the subject property is located. Please note that the lot directly to the west of the subject property is currently utilized as a parking area for the dentist's office located in the building at 488 Sabattus St. which is immediately east of the subject property. The existing parking lot has been constructed by filling and grading the area shown in the photograph so that it entirely flows entirely directly to Bellegarde Avenue except for the steep downslope at the rear of the field area.

It is my understanding that, prior to the installation of this parking area a number of years ago, there was a residence on this property and that a significant portion of this lot drained toward the subject property and the existing catch basin located at the northeasterly corner of your

Mr. Daniel Letourneau

August 12, 2013

Re: Drainage at 486 Sabattus Street, Lewiston, Maine

property. For additional background, I have also attached a copy of an e-mail received from the current owners of the subject property providing some of the history associated with the land use in the area. Based on the description provided by the current owners, it appeared that at least one half of the property (including the existing residents and drive areas) where the current parking lot is situated originally drained flow towards the subject property. However, the construction of the parking area for the dentist's office has now diverted that flow directly to Bellegarde Avenue. This reduction in total area draining towards the catch basin at the rear of the subject property included the impervious areas associated with a significant portion of the residence and drives that were removed for installation of the parking area. In my opinion, the reduction in the overall area draining to the existing catchbasin easily offsets the increased drainage that may be caused by your proposed paving project.

Should you have any questions on the above and attached information or if I can provide a more detailed basis for my conclusions on this matter, please let me know.

Respectfully,

A handwritten signature in black ink, appearing to read "Leo R. Larochelle". The signature is fluid and cursive, written over a light blue horizontal line.

Leo R. Larochelle P.E.

LRL/hs

attachments

Daniel Letourneau

From: "David Hediger" <DHediger@lewistonmaine.gov>
Date: Tuesday, August 20, 2013 9:50 AM
To: <dan@abcpool.com>
Subject: 486 Sabattus Street

Dan:

Below is PW's sign off on your proposed improvements based upon Leo LaRochelle's correspondence.

Thanks.

David Hediger
City Planner/Deputy Director Planning and Code Enforcement
City of Lewiston
27 Pine Street
Lewiston, ME 04240-7201
Phone 207.513.3125 ext. 3223
TDD/TTY 207.513.3007

www.lewistonmaine.gov

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-----Original Message-----

From: Ryan Barnes
Sent: Friday, August 16, 2013 11:08 AM
To: David Hediger
Cc: Richard Burnham
Subject: RE:

Dave,

PW has reviewed the provided information regarding the drainage for the property at 486 Sabattus Street and we agree that given the previous land cover of this lot and the adjacent lot, there will likely be minimal changes to the run off from the site and therefore a drainage study will not be required.

Thanks
Ryan

-----Original Message-----

From: David Hediger
Sent: Thursday, August 15, 2013 1:06 PM
To: Ryan Barnes
Subject: FW:

David Hediger
City Planner/Deputy Director Planning and Code Enforcement City of Lewiston
27 Pine Street

PROJECT DATA

The following information is required where applicable, in order complete the application

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	3640	sq. ft.
Proposed Total Paved Area	3,000	sq. ft.
Proposed Total Impervious Area	3690	sq. ft.
Proposed Impervious Net Change	4975	sq. ft.
Impervious surface ratio existing	.34	% of lot area
Impervious surface ratio proposed	.55	% of lot area

BUILDING AREA/LOT

COVERAGE

Existing Building Footprint	2,736	sq. ft.
Proposed Building Footprint	N/A	sq. ft.
Proposed Building Footprint Net change	N/A	sq. ft.
Existing Total Building Floor Area	N/A	sq. ft.
Proposed Total Building Floor Area	N/A	sq. ft.
Proposed Building Floor Area Net Change	N/A	sq. ft.
New Building	N/A	(yes or no)
Building Area/Lot coverage existing	N/A	% of lot area
Building Area/Lot coverage proposed	N/A	% of lot area

ZONING

Existing CB

Proposed, if applicable CB

LAND USE

Existing 2 FAMILY

Proposed RECREATION SERVICE/SPA

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units 2 FAMILY

Proposed Number of Residential Units NONE

Subdivision, Proposed Number of Lots NONE

PARKING SPACES

Existing Number of Parking Spaces 4+

Proposed Number of Parking Spaces 9

Required Number of Parking Spaces 9 - 10 SPACES

Number of Handicapped Parking Spaces 1

ESTIMATED COST OF PROJECT

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area N/A sq. ft.

Proposed Disturbed Area N/A sq. ft.

Proposed Impervious Area N/A sq. ft.

1. If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.
2. If the proposed impervious area is greater than one acre including any impervious area created since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.
3. If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.
4. If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.

TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing (Since July 1, 1997) N/A passenger car equivalents (PCE)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) N/A passenger car equivalents (PCE)

If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

Zoning Summary

1. Property is located in the CB zoning district.
 2. Parcel Area: .22 acres / 9583 square feet(sf).

Regulations	Required/Allowed	Provided
Min Lot Area	<u>NONE</u>	<u>9583</u>
Street Frontage	<u>700</u>	<u>98</u>
Min Front Yard	<u>15</u>	<u>15</u>
Min Rear Yard	<u>10</u>	<u>10</u>
Min Side Yard	<u>10</u>	<u>10</u>
Max. Building Height	<u>N/A</u>	<u>N/A</u>
Use Designation	<u>Personal Service</u>	<u>Personal Service</u>
Parking Requirement	<u>1 space/ per 300 square feet of floor area</u>	
Total Parking:	<u>9</u>	<u>9</u>
Overlay zoning districts(if any):	<u>N/A</u>	<u>N/A</u>
Urban impaired stream watershed?	<u>YES/NO</u> If yes, watershed name _____	

DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submission shall include payment of fee and fifteen ^{7 SEVEN} (15) complete packets containing the following materials:

1. Full size plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest. (DEED, PURCHASE/SALE) - 100'S ECHIDN
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

Refer to the application checklist for a detailed list of submittal requirements.

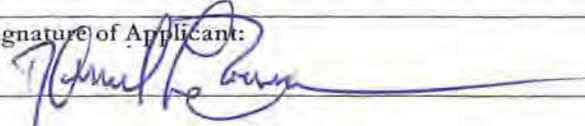
L/A's development review process and requirements have been made similar for convenience and to encourage development. Each City's ordinances are available online at their prospective websites:

Auburn: www.auburnmaine.org under City Departments/ Planning and Permitting/Land Use Division/Zoning Ordinance

Lewiston: <http://www.ci.lewiston.me.us/clerk/ordinances.htm> Refer to Appendix A of the Code of Ordinances

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.

Signature of Applicant: 	Date: <u>9/27/13</u>
--	-------------------------



Development Review Checklist

City of Auburn Planning and Permitting Department
City of Lewiston Department of Planning and Code Enforcement



THE FOLLOWING INFORMATION IS REQUIRED WHERE APPLICABLE TO BE SUBMITTED FOR AN APPLICATION TO BE COMPLETE

PROJECT NAME: Healthy Beauty Wellness SP17
 PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 484 GABA Hous ST.

Required Information		Check Submitted		Applicable Ordinance	
		Applicant	Staff	Lewiston	Auburn
Site Plan					
	Owner's Names/Address	✓			
	Names of Development	✓			
	Professionally Prepared Plan	N/A			
	Tax Map or Street/Parcel Number	✓			
	Zoning of Property	CB			
	Distance to Property Lines	✓			
	Boundaries of Abutting land	✓			
	Show Setbacks, Yards and Buffers	✓			
	Airport Area of Influence (Auburn only)	N/A			
	Parking Space Calcs	✓			
	Drive Openings/Locations	✓			
	Subdivision Restrictions	N/A			
	Proposed Use				
	PB/BOA/Other Restrictions	N/A			
	Fire Department Review				
	Open Space/Lot Coverage				
	Lot Layout (Lewiston only)				
	Existing Building (s)	✓			
	Existing Streets, etc.	✓			
	Existing Driveways, etc.	✓			
	Proposed Building(s)	✓			
	Proposed Driveways	✓			
Landscape Plan					
	Greenspace Requirements				
	Setbacks to Parking	✓			
	Buffer Requirements	✓			
	Street Tree Requirements	✓			
	Screened Dumpsters	✓			

	Additional Design Guidelines	N/A			
	Planting Schedule	✓			
Stormwater & Erosion Control Plan					
	Compliance w/ chapter 500	N/A			
	Show Existing Surface Drainage	✓			
	Direction of Flow	✓			
	Location of Catch Basins, etc.	✓			
	Drainage Calculations	✓			
	Erosion Control Measures	✓			
	Maine Construction General Permit	N/A			
	Bonding and Inspection Fees	N/A			
	Post-Construction Stormwater Plan				
	Inspection/monitoring requirements				
	Third Party Inspections (Lewiston only)	N/A			
Lighting Plan					
	Full cut-off fixtures				
	Meets Parking Lot Requirements				
Traffic Information					
	Access Management	N/A			
	Signage				
	PCE - Trips in Peak Hour				
	Vehicular Movements	N/A			
	Safety Concerns				
	Pedestrian Circulation	N/A			
	Police Traffic	N/A			
	Engineering Traffic	N/A			
Utility Plan					
	Water	N/A			
	Adequacy of Water Supply				
	Water main extension agreement				
	Sewer				
	Available city capacity				
	Electric				
	Natural Gas				
	Cable/Phone				
Natural Resources					
	Shoreland Zone				
	Flood Plain				
	Wetlands or Streams				
	Urban Impaired Stream				
	Phosphorus Check				
	Aquifer/Groundwater Protection				
	Applicable State Permits				

	No Name Pond Watershed (Lewiston only)	N/A			
	Lake Auburn Watershed (Auburn only)				
	Taylor Pond Watershed (Auburn only)				
Right Title or Interest					
	Verify				
	Document Existing Easements, Covenants, etc.				
Technical & Financial Capacity					
	Cost Est./Financial Capacity				
	Performance Guarantee				
State Subdivision Law					
	Verify/Check				
	Covenants/Deed Restrictions				
	Offers of Conveyance to City				
	Association Documents				
	Location of Proposed Streets & Sidewalks				
	Proposed Lot Lines, etc.				
	Data to Determine Lots, etc.				
	Subdivision Lots/Blocks				
	Specified Dedication of Land				
Additional Subdivision Standards					
	Single-Family Cluster (Lewiston only)				
	Multi-Unit Residential Development (Lewiston only)				
	Mobile Home Parks				
	Private Commercial or Industrial Subdivisions (Lewiston only)				
	PUD (Auburn only)				
A jpeg or pdf of the proposed site plan					
Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving					

BK 2118 PG 130

QUITCLAIM DEED
Without Covenant

13537

Know all Men by these Presents,

That we, Georgette M. Giroux and Cecile A. McClure of Lewiston,
County of Androscoggin and State of Maine

in consideration of One Dollar (\$1.00) and other valuable consideration

paid by the City of Lewiston, a municipal corporation duly organized and
existing under the laws of the State of Maine, situated in the County of
Androscoggin and State of Maine

whose mailing address is Pine Street, Lewiston, Maine 04240

the receipt whereof we do hereby acknowledge, do hereby remise, release, bargain,
sell and convey, and forever quitclaim unto the said
City of Lewiston, its successors

~~we~~ and assigns forever,
a perpetual easement to construct, operate, maintain, repair, and replace a
public sanitary sewer and related structures owned by the Grantee on land of
the Grantors situated in the City of Lewiston, within seven and fifty hundredths
(7.50) feet on either side of the following described lines:

Beginning at a point on the Westerly line of the land of the Grantors, said
point being six and three hundredths (6.03) feet Southerly of the Northwest
corner of land of the Grantors; thence in an Easterly direction by an angle to
the right of eighty-nine degrees, four minutes and twenty-four seconds (89-04'-
24") a distance of ninety-eight and nineteen hundredths (98.19) feet to the
Easterly line of the land of the Grantors said point being about five (5) feet
Southerly of the Northeasterly corner of the land of the Grantors.

This easement is conveyed together with the right to go upon said land
and the right to cut trees, bushes, shrubs, remove roots and earth, and to do
any other work necessary for the sole purposes of constructing, maintaining,
operating, repairing and replacing said sewer line and related structures.

The Grantee further agrees to restore the land of the Grantors, to conform
to the construction plan for said project, or to its original condition, to the
extent that is reasonable, and if work is required in the future, in accordance
with the rights conveyed by this easement, the same shall apply.

The above described easement lies in two parcels of land owned by the Grantors,
which lots of land are more particularly described in certain deeds recorded in
the Androscoggin County Registry of Deeds, Book 1288, Page 193 and Book 972,
Page 441.

Jan C. [Signature] *Cecile A. [Signature]*

3

CONSIDERATION LESS THAN \$100. No stamp required.

BOOK 972 PAGE 441

Know all Men by these Presents.

THAT I, JoAnn C. Thomas of Lewiston, County of Androscoggin, State of Maine

in consideration of one dollar and other valuable consideration paid by GEORGETTE M. GIROUX of Lewiston, County of Androscoggin, State of Maine

the receipt whereof I do hereby acknowledge, do hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY, and forever QUIT-CLAIM unto the said GEORGETTE M. GIROUX, her

heirs and assigns forever, a certain lot or parcel of land with the buildings thereon situated in said Lewiston, and being lots 16 and 17 according to Plan of lots owned by Louis Therrien made by C. H. and G. H. Barron, Engineers, and recorded in the Androscoggin Registry of Deeds, Book of Plans, Volume 2, page 195.

Being the same premises conveyed by Louis Therrien et al to Robert A. McClure, Cecile A. McClure, William Maurice Giroux and Georgette M. Giroux by Quit Claim deed dated May 27, 1946, and recorded in the Androscoggin Registry of Deeds, Book 560, page 94

Meaning and intending to convey my share of the above named real estate as sole heir of William Maurice Giroux who died intestate and whose estate has been probated in the Androscoggin Register of Probate, Estate No. 34954.

JoAnn C. Thomas *Georgette M. Giroux*

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereto belonging, to the said GEORGETTE M. GIROUX

her heirs and assigns forever.

AND I do COVENANT with the said Grantee, her heirs and assigns, that I will WARRANT and FOREVER DEFEND the premises to the said Grantee, her heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through or under me.

IN WITNESS WHEREOF, I the said JoAnn C. Thomas and Russell G. Thomas, husband of the said JoAnn C. Thomas

joining in this deed as Grantor, and relinquishing and conveying our right by descent and all other rights in the above described premises, have hereunto set our hand and seal this 24th day of April in the year of our Lord one thousand nine hundred and sixty-seven

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

John C. Thomas
Georgette M. Giroux

Russell G. Thomas
JoAnn C. Thomas

STATE OF MAINE, Androscoggin ss. above named JoAnn C. Thomas

April 24, 1967, Personally appeared the

and acknowledged the foregoing instrument to be her free act and deed.

Before me,

[Signature]
Notary Public

STATE OF MAINE, ANDROSCOGGIN ss. Received APR 26 1967 at 8 H. - M. A.

REGISTRY OF DEEDS M., and recorded from the original in BOOK 972 PAGE 441

ATTEST REGISTER

BK2118 PG132

To have and to hold the same, together with all the privileges and appurtenances

thereunto belonging, to the said City of Lewiston, its successors

~~XXXX~~ and assigns forever.

In Witness Whereof, the said Georgette M. Giroux
and Cecile A. McClure

~~XXXXXXXXXXXXXXXXXXXX~~

Joining in this deed as Grantor S, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have herunto set OUR hands and seals this day of the month of April 9th, A.D. 19 87.

Signed, Sealed and Delivered
in presence of

Georgette M. Giroux
Georgette M. Giroux
Cecile A. McClure
Cecile A. McClure

State of Maine, County of Androscoggin ss. April 9th, 19 87.

Then personally appeared the above named Georgette M. Giroux
and
Cecile A. McClure

and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Christopher E. Crovo
Christopher E. Crovo Notary Public
~~XXXXXXXXXXXXXXXXXXXX~~



ANDROSCOGGIN SS.
RECEIVED JUL - 8 1987
AT 9 H. - M. A. M.

Janet *Blaine*

PURCHASE AND SALE AGREEMENT

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

Offer Date June 20 2013

June 24 2013 Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Diane Letourneau, Dan Letourneau ("Buyer") and Estata of Cecile A. McClure, Georgette M. Giroux ("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 Lewiston, County of Androscoggin, State of Maine, located at 486 Sabattus St and described in deed(s) recorded at said County's Registry of Deeds Book(s) 972, Page(s) 441.

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 June 19, 2013 are included with the sale at no additional cost, in "as is" condition with no warranties:

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 99,000.00. Buyer has delivered; or will deliver to the Agency within _____ days of the Offer Date, a deposit of earnest money in the amount \$ 500.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered _____. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under 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: Fontaine Family-The Real Estate Leader ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until June 24, 2013 (date) 8:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. 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.

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 July 23, 2013 (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 Personal Representative 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.

11. **FUEL/UTILITIES/PRORATIONS:** Fuel remaining in tank on day of closing shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) no fuel proration paid. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a proportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. **DUE DILIGENCE:** Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Seller's real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue of concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	RESULTS REPORTED TO SELLER			TYPE OF INVESTIGATION	RESULTS REPORTED TO SELLER		
	YES	NO	RESULTS REPORTED TO SELLER		YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 7 days	n. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Coastal shoreland septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	p. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	q. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	r. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	s. Lot size/acreage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	t. Survey/M/LI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 7 days
h. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	u. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 7 days
i. Energy Audit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	v. Farmland Adjacency	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
j. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	w. Habitat Review/Waterflow	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
k. Smoke/CO detectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days	x. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
l. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	y. Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
m. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days				

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. **PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. **FINANCING:** This Agreement is is not subject to financing. If subject to financing:

a. This Agreement is subject to Buyer obtaining a Conventional loan of 80 % of the purchase price, at an interest rate not to exceed 5.000 % and amortized over a period of 10 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 5 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.

d. After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.

e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ zero toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

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

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

Chad Sylvester (008488) of Fontaine Family - The Real Estate Leader (2592)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Chad Sylvester (008488) of Fontaine Family - The Real Estate Leader (2592)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

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

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.

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. 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 the 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 the party or their licensee. 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 signed by both Buyer and Seller and when that fact has been communicated 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: Multi Family

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: n/a

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 3 Blackbird Lane, LEVISTON ME

Diane Letourneau 6-21-13 BUYER DATE
Diane Letourneau 6-21-13 BUYER DATE

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's commission for services as specified in the listing agreement.

Seller's Mailing address is _____

State of Cecile A. McClure DATE SELLER
Georgette M. Giroux 6/11/13 SELLER DATE

COUNTER-OFFER

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

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

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION

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

SELLER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ BUYER _____ DATE _____



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MULTI-FAMILY ADDENDUM

TO AGREEMENT DATED June 20, 2013 BETWEEN Estate of Cecile A. McClure, Georgette M. Giroux (hereinafter "Seller")
AND Diane Letourneau, Dan Letourneau (hereinafter "Buyer")
PROPERTY LOCATED AT: 486 Sabattus St
Lewiston, ME 04240

Said Agreement is further subject to the following terms:

Strike any provision(s) that do not apply.

1. Seller shall provide Buyer with copies of tenants' leases or other rental agreements (hereinafter "leases") within no leases days of Effective Date of this Addendum and Buyer shall have an additional 0 days to examine same. Should Buyer find the leases to be unsatisfactory, Buyer shall so inform Seller in writing within the examination period and the Agreement shall become null and void and any deposit shall be returned to Buyer. In the absence of such notification the leases shall be deemed acceptable. Notwithstanding anything in the Agreement to the contrary, Seller agrees to observe and perform all obligations imposed on Seller under such leases and not to alter, modify or change the terms of such leases or to cancel or terminate such leases without the written consent of Buyer.
2. Seller agrees to indemnify and hold Buyer harmless for any damages, liabilities or costs arising from Seller's failure to have complied with the disclosure requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1991, 42 U.S.C., §4852(d).
3. Seller shall provide Buyer with a financial accounting of all security deposits, a schedule of current rents and the occupancy and payment status for each unit within zero days of the Effective Date of the Agreement. Buyer shall have 5 days from receipt to review this information. If any of this information is not satisfactory to Buyer, Buyer may declare the Agreement null and void by notifying Seller in writing within said 5-day period and any earnest money shall be returned to Buyer. Upon transfer of the property, Seller shall provide Buyer with an update of all of the above information and shall provide to each tenant, by mail, notice of the transfer, notice of the Buyer's name and address and a copy of the accounting of the tenant's security deposit.
4. It is agreed that all security deposits shall be payable in full to the Buyer/trustee at transfer of title.
5. Seller represents that there will be no outstanding agreements with tenants regarding repairs to be done by Seller or by tenant against future rent monies at transfer of title, and that no rental income arising under the tenant leases has been or will be collected in advance of the time when it becomes due, except as otherwise acknowledged and agreed to elsewhere in this Agreement.
6. Should a vacancy occur, it is agreed that Seller shall be allowed to fill that vacancy using the same criteria presently used by Seller to fill vacancies.
7. In the event of a vacancy at time of transfer of the title, any vacant unit shall be free of personal belongings and in broom clean condition.
8. Seller agrees to render the following portion(s) of the building vacant on or before closing: The whole building is not leased and will be vacant for closing
9. Buyer's obligations under this Agreement are subject to Buyer, within 1 days of the Effective Date of the Agreement, obtaining satisfactory evidence from the municipality that the property contains 2 legally authorized units. If Buyer is unable to obtain such evidence, Buyer may declare the Agreement null and void by notifying Seller in writing within the specified number of days and any earnest money shall be returned to Buyer. If Buyer does not notify Seller within the time period set forth above, this contingency is waived by Buyer.

The representations and obligations of this Multi-Family Addendum shall survive closing and passage of title to Buyer.

Diane Letourneau 6/21/13
BUYER DATE
Diane Letourneau

Dan Letourneau 6/21/13
BUYER DATE
Dan Letourneau

Estate of Cecile A. McClure
SELLER DATE
Estate of Cecile A. McClure

Georgette M. Giroux 6/24/13
SELLER DATE
Georgette M. Giroux



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Fontaine Family - The Real Estate Leader 339 Center St Auburn, ME 04210
Phone: 207-754-4676 Fax: 207-786-2957 Chad Sylvester

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486 Sabattus St.

