24-10

OFFICE USE ONLY – Conditional Use Application (REFERENCE Chapter 70, Article III, Lisbon Code of Ordinances)	
Application Number:	Date Received:
Project Name:	Fee Paid (amount):
Applicant:	

Town of Lisbon, Maine
CONDITIONAL USE APPLICATION

Fee: $150.00

Project Name/Title: Farewell My Friend - Goodbye Center for pets

This application must be received at the Town Office by close of business on the **2nd Thursday of the month** to be considered at the regular Planning Board meeting on the 4th Thursday of the month. The applicant shall provide **10 copies** of the application form and all submission materials.

Applicant Information

2. Name of Applicant: Amy Ruksznis
   Address 522 Ridge Rd Bowdoinham, ME 04086
   Telephone (207) 504-2778

1. Name of Property Owner (if different): Toby Rox Real Estate Holdings, LLC
   Address 522 Ridge Rd Bowdoinham, ME 04086
   Telephone (207) 504-2778

3. Name of authorized agent (if different):
   Address
   Telephone ( )

4. If applicant is a corporation, check if licensed in Maine: ____ No ✓ Yes
   (if yes, attach a copy of State registration) ✓

5. Person and address to which all correspondence regarding this application should be sent (if different):
   Name See above (either)
   Address
   Telephone ( )

I have reviewed all submission requirements and completed the remaining pages of this application form.

✓ Attachments Checklist ✓ Waiver Request Form

To the best of my knowledge, all the information submitted in this application is complete and correct.

Signature of Applicant

Date 6/17/24

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Application Number:	*Project Name:*

Property Information

6. Location of Property (Street or Road) 143 Lisbon St. Lisbon, ME

   Register of Deeds Book 7523 Page 233

   Lisbon Tax Maps Map U-22 Lot 003

7. What legal interest does the applicant/owner have in the property to be developed (fee ownership, option, purchase and sale contract, etc.)? Attach evidence of interest.

   yes - purchase + sale contract (attached)

8. What interest does the applicant/owner have in any property abutting the parcel to be developed?

   None

9. Are there any easements or restrictive covenants on the property to be developed?

   ____ Yes ✓ No If yes, please specify: ____

10. Current zoning of property: Village

    Current use(s) of property: formerly a salon/dayspa

11. Is any part of the project or property(s) in question part of an overlay zone?

    X Aquifer Protection Overlay ___ Wellhead Protection Overlay ___ Route 196 Corridor

    ___ Shoreland ___ Flood Zone

11. Indicate if this property has previously been reviewed and/or permitted as part of a town-approved subdivision, site plan review, conditional use, floodplain development, or other planning board or appeals board review:

    yes, the salon needed conditional use approval.

Project Information

If the applicant is not the owner of the property, then a letter of intent from the owner authorizing the application as submitted and noting that it is provided with the full authority of the owner.

12. Nature of the Project. Provide a brief description of the proposed project, including proposed use(s), proposed buildings and structures, proposed site work and other improvements to the property, or other information to familiarize the Planning Board with your application.

    (see attached)

OFFICE USE ONLY – Conditional Use Application (REFERENCE Chapter 70, Article III, Lisbon Code of Ordinances)	
Application Number:	Project Name:

Waiver Request Form

Conditional Use Application

If anticipated, the applicant should indicate any requests for waivers of review standards or application submission requirements, to submit with the Conditional Use Application form.

Where the code enforcement officer and/or planning board makes written findings of fact that extraordinary and unnecessary hardships may result from strict compliance with review standards, or where there are special circumstances of a particular project, the code enforcement officer and/or planning board may waive any review standard provided that such waivers will not have the effect of nullifying the purpose of theChapter, Code or comprehensive plan. In granting waivers, the code enforcement officer and/or planning board shall require such conditions as will assure the purpose of the chapter are met.

Further, where the planning board makes written findings of fact that there are special circumstances of a particular application, it may waive portions of the application information requirements, unless otherwise indicated in this chapter, provided that the applicant has demonstrated that the standards of this chapter have been or will be met, the public health, safety and welfare are protected, and provided the waivers do not have the effect of nullifying the intent and purpose of the comprehensive plan of this chapter.

Applicants should take note that the planning board CANNOT waive or give variances on the following: a land use not allowed under the Lisbon Zoning Ordinance (see Section 70-531, Table of Land Uses), and dimensional requirements such as lot size/density, setbacks, frontage, etc. (see Section 70-536, Dimensional Requirements). Variances for dimensional requirements may be requested only through the Lisbon Board of Appeals.

1. Standard/requirement to be waived: _____

   Need/reason for waiver: _____

   _____

2. Standard/requirement to be waived: _____

   Need/reason for waiver: _____

   _____

3. Standard/requirement to be waived: _____

   Need/reason for waiver: _____

   _____

4. Standard/requirement to be waived: _____

   Need/reason for waiver: _____

   _____

Attach additional page(s) if necessary.

OFFICE USE ONLY – Conditional Use Application (REFERENCE Chapter 70, Article III, Lisbon Code of Ordinances)	
Application Number:	*Date Received:*
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Applicant:	

Conditional Use Application
ATTACHMENTS CHECKLIST

REFERENCE Chapter 70-193(b), Lisbon Code of Ordinances

✓ or N/A		*OFFICE USE ONLY*
	Basic Required Attachments:	
N/A No building or property renovations	1. A complete set of plans in accordance with the submission requirements under section 66-52 (3) of the Town of Lisbon Subdivision Ordinance: <u>*Preliminary Plan*</u>. The preliminary plan and all application material shall be submitted in **ten (10) copies** of one or more maps or drawings which may be printed or reproduced on paper, with all dimensions shown in feet or decimals of a foot. The plan shall be drawn to a scale of not more than 100 feet to the inch.	
✓	2. If the applicant is not the owner of the property, then a letter of intent from the owner authorizing the application as submitted and noting that it is provided with the full authority of the owner, ***10 copies.*** see sales contract	
	3. A statement addressing all of the applicable factors listed in section 70-194 of this Zoning Ordinance ***(10 copies)***: **Factors applicable to conditional uses**	
✓ see info on aquamation	*A. Primary factors.* In considering a conditional use permit, the planning board shall evaluate the immediate and long-range effects of the proposed use upon: *i. Health.* The maintenance of safe and healthful conditions. *ii. Pollution.* The prevention and control of water pollution and sedimentation. *iii. Building sites.* The control of building sites, placement of structures and land uses. *iv. Wildlife habitat.* The protection of spawning grounds, fish, aquatic life, bird and other wildlife habitat. *v. Shore cover.* The conservation of shore cover, visual as well as actual points of access to inland and coastal waters and natural beauty.	
✓	*B. Additional factors.* The planning board shall also consider the following factors: *i. Compatibility with area.* The compatibility of the proposed use with adjacent land uses. *ii. Need.* The need of a particular location for the proposed use. *iii. Access.* Access to the site from existing or proposed roads. *iv. Flooding.* The location of the site with respect to floodplains and floodways of rivers or streams.	

	v. *Waste disposal.* The amount and type of wastes to be generated by the proposed use and the adequacy of the proposed disposal systems. vi. *Impact on land and water.* The impact of the proposed use on the land and adjacent water bodies and the capability of the land and water to sustain such use without degradation. vii. *Topography.* Existing topographic and drainage features and vegetative cover on the site. viii. *Erosion.* The erosion potential of the site based upon degree and direction of slope, soil type and vegetative cover. ix. *Transportation.* The impact of the proposed use on transportation facilities. x. *Community facilities.* The impact of the proposed use on local population and community facilities. xi. *Water supply.* The impact of the proposed use on local water supplies.	
	Possible Additional Attachments:	
	In order to secure information upon which to base its determination, the planning board may require the applicant to furnish, in addition to the information required for a conditional use permit, the following information:	
N/A No Δ	1. *Contours; groundwater; bedrock; slope; vegetation.* A plan of the area showing contours at intervals to be determined by the planning board and referred to mean sea level, normal high water elevation, groundwater conditions, bedrock, slope and vegetative cover.	
N/A No Δ	2. *Soils.* A soils report identifying the soils boundaries and names in the proposed development with the soils information superimposed upon the plot plan in accord with the USDA Soil Conservation Service National Cooperative Soil Classification.	
N/A No Δ	3. *Buildings; access; open space.* Location of existing and proposed buildings, parking areas, traffic access, driveways, walkways, piers, open spaces, and landscaping.	
✓	4. *Sewage; water.* Plans of buildings, sewage disposal facilities, and water supply systems.	
N/A	5. *Technical assistance.* Other pertinent information necessary to determine if the proposed use meets the provisions of this chapter. In evaluating each application, the planning board may request the assistance of the regional planning commission, county soil and water conservation district, and any other state or federal agency which can provide technical assistance.	
N/A	6. *Access management.* If the project includes new or existing driveway access onto Lisbon Street (Route 196), Main Street north of Huston Street (Route 125), Mill Street, Ridge Road (Route 9), or Upland Road, it shall be subject to the requirements of Chpt. 46-134 Access Management. The applicant is required to apply for review and permit for driveway access according to this ordinance.	

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Application Number:	*Date Received:*
Project Name:	*Fee Paid (amount):*
Applicant:	

Conditional Use Review
Planning Board Procedure Checklist

Date Completed	
	1. Initial application received (10 copies), payment of fee(s)
	2. (a) Code Enforcement Officer determines submission complete, go to #6 (b) OR may be referred to Planning Board to review for completeness
	3. Schedule initial review meeting with Planning Board (to review application and determine completeness)
	4. Refer application submission to appropriate staff for review or additional information, as appropriate
	5. At review meeting, PB determine if additional submission materials needed, determine if complete, provide written notice
	6. Schedule public hearing at least 14 days after notice of completeness or receipt of complete submission; abutters must be provided with a notice of receipt of an application and date of public hearing (and site visit if applicable) by mail at least 7 days before the hearing
	7. Notice of filing of an application and notice of scheduled public hearing, published by newspaper at least 7 days before the hearing; include notice of scheduled site visit if applicable
	8. Planning Board site visit (optional)
	9. Public hearing held: (a) applicant presentation, (b) staff comments/ presentation, (c) public comment
	10. Planning Board review of application and decision (approve, approve with conditions, deny) – ***does not have to be same meeting as hearing***
	11. Provide applicant and abutters with written notice of decision, including reasons for decision, **within 20 days of the public hearing.**

For informational purposes, applicant not required to submit this form.
(REFERENCE Chapter 70, Article III, Lisbon Code of Ordinances)

Conditional Use Permit Review
Applicant Procedure Checklist

Date completed	*Please refer any questions regarding the procedure to appropriate town staff.*
	1. Submit Application to Town Office (Code Enforcement Officer), by the 2nd Thursday of the month: a. Complete application form and prepare all required submission materials (see checklist), provide 10 copies of all forms and materials; b. Applicant must pay any required fee(s) at time of submission; c. Schedule an initial submission review meeting with Planning Board (regular meetings are 4th Thursdays of the month).
	2. Attend first Planning Board meeting, initial application review: a. Planning board will review the submitted materials, including any requests for waivers, and make a determination if the submission is complete or if additional materials must be provided; b. If Board determines submission is complete, applicant will be provided with a written notice; if submission is not complete, Board will specify additional materials needed, applicant must provide additional materials to the Code Enforcement Officer and will then be issued a written notice of completeness; c. A public hearing with the Planning Board will be scheduled within 14 days of issuance of written notice of completeness; the Town will send notices to all abutters and publish a public notice of scheduled hearing; d. Board may request a site visit prior to the public hearing; e. Application will be referred to appropriate town departments/staff as appropriate, prior to public hearing.
	3. Optional site visit: If a site visit is scheduled, the Town shall publish notice of the site visit; the applicant shall be present at the Board site visit.
	4. Attend public hearing: a. Applicant (or representative) will be allowed a brief presentation; b. Town staff will present any comments; c. Public hearing will be opened, Board will make a note of all public and abutter comments; d. Upon close of public hearing, no further comment or discussion from the public or applicant shall be entertained; the Board will decide whether to conduct their review and decision immediately after the hearing, or may table the application review to a second meeting (held within two weeks of the public hearing);

For informational purposes, applicant not required to submit this form.
(REFERENCE Chapter 70, Article III, Lisbon Code of Ordinances)

	5. Planning Board Review (may be a separate meeting from the hearing): a. Planning Board shall conduct a review of the proposed conditional use based on the standards and requirements of town ordinance(s) (see Conditional Use Permit Standards Checklist); b. The Board shall make a decision to (a) approve, (b) approve with conditions, or(c) deny the proposed conditional use, and will indicate any specific conditions and requirements of approval in its written notice of decision.
	6. Written notice of decision: The Town shall provide the applicant and abutters with a written notice of the decision, including reasons for decision and any conditions (must be provided within 20 days of the public hearing).
	7. Issuance of permits and compliance with conditions: Upon issuance of a written decision to approve, the applicant may obtain appropriate permit(s) from the Code Enforcement Officer; the applicant will be required to comply with all conditions specified in the written decision.

OFFICE USE ONLY – Conditional Use Application (REFERENCE Chapter 70, Article III, Lisbon Code of Ordinances)	
Application Number:	*Date Received:*
Project Name:	*Fee Paid (amount):*
Applicant:	

Conditional Use Permit Standards Checklist

Waivers. *Where the code enforcement officer and/or planning board makes written findings of fact that extraordinary and unnecessary hardships may result from strict compliance with review standards, or where there are special circumstances of a particular project, the code enforcement officer and/or planning board may waive any review standard provided that such waivers will not have the effect of nullifying the purpose of this chapter, Code or comprehensive plan. In granting waivers, the code enforcement officer and/or planning board shall require such conditions as will assure the purpose of this chapter are met.*

Sec. 70-194. - Factors applicable to conditional uses

(a) Primary factors. **In considering a conditional use permit, the planning board shall evaluate the immediate and long-range effects of the proposed use upon:**

Met	Not	Waived	
☐	☐	☐	1. *Health.* The maintenance of safe and healthful conditions.
			Conditions:
☐	☐	☐	2. *Pollution.* The prevention and control of water pollution and sedimentation.
			Conditions:
☐	☐	☐	3. *Building sites.* The control of building sites, placement of structures and land uses.
			Conditions:
☐	☐	☐	4. *Wildlife habitat.* The protection of spawning grounds, fish, aquatic life, bird and other wildlife habitat.
			Conditions:
☐	☐	☐	5. *Shore cover.* The conservation of shore cover, visual as well as actual points of access to inland and coastal waters and natural beauty.
			Conditions:

(b) Additional factors. **The planning board shall also consider the following factors:**

Met	Not	Waived	
☐	☐	☐	1. *Compatibility with area.* The compatibility of the proposed use with adjacent land uses.
			Conditions:
☐	☐	☐	2. *Need.* The need of a particular location for the proposed use.
			Conditions:
☐	☐	☐	3. *Access.* Access to the site from existing or proposed roads.
			Conditions:
☐	☐	☐	4. *Flooding.* The location of the site with respect to floodplains and floodways of rivers or streams.
			Conditions:
☐	☐	☐	5. *Waste disposal.* The amount and type of wastes to be generated by the proposed use and the adequacy of the proposed disposal systems.
			Conditions:
☐	☐	☐	6. *Impact on land and water.* The impact of the proposed use on the land and adjacent water bodies and the capability of the land and water to sustain such use without degradation.
			Conditions:

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Application Number:	Project Name:

Met ☐	Not ☐	Waived ☐	7. *Topography.* Existing topographic and drainage features and vegetative cover on the site.
			Conditions:
Met ☐	Not ☐	Waived ☐	8. *Erosion.* The erosion potential of the site based upon degree and direction of slope, soil type and vegetative cover.
			Conditions:
Met ☐	Not ☐	Waived ☐	9. *Transportation.* The impact of the proposed use on transportation facilities.
			Conditions:
Met ☐	Not ☐	Waived ☐	10. *Community facilities.* The impact of the proposed use on local population and community facilities.
			Conditions:
Met ☐	Not ☐	Waived ☐	11. *Water supply.* The impact of the proposed use on local water supplies.
			Conditions:

Additional conditions list, next page.

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Application Number:	*Project Name:*

Sec. 70-195. - Conditions attached to conditional uses

Additional conditions. Upon consideration of the factors listed in section 70-194, the planning board may attach such conditions, in addition to those required elsewhere in this chapter, that it finds necessary to further the purposes of this chapter. Such conditions may include, but are not limited to specifications for:

Additional Factors	***Conditions***
Type of vegetation:	
Increased setbacks and yards:	
Specified sewage disposal and water supply facilities:	
Landscaping and planting screens:	
Period of operation:	
Operational controls:	
Professional inspection and maintenance:	
Sureties:	
Deed restrictions:	
Restrictive covenants:	
Locations of piers, docks, parking and signs, type of construction:	
Any other conditions necessary to fulfill the purpose of the conditional use chapter:	

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OFFICE USE ONLY:

Conditional Use
Final Planning Board Decision

_____ Application approved

_____ Application approved with conditions

_____ Application denied

See written decision and conditions, next page.

Planning Board Signatures:

_____ _____
Signature of Planning Board Member Date

_____ _____
Signature of Planning Board Member Date

_____ _____
Signature of Planning Board Member Date

_____ _____
Signature of Planning Board Member Date

_____ _____
Signature of Planning Board Member Date

A conditional use permit secured under the provisions of this article by vote of the planning board shall expire if the work or change involved is not commenced within one year of the date on which the conditional use is authorized, and if the work or change is not substantially completed within two years

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Application Number:	*Date Received:*
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Applicant:	

OFFICE USE ONLY:

Conditional Use
Final Planning Board Decision

Decision and Conditions:

Completed Conditional Use Permit Standards Checklist attached.

Signature of Planning Board Chair

Date



Town Of
LISBON
Maine

Maps updated to:
April 1, 2021

DISCLAIMER
For Assessment Purposes Only
Not For Property Conveyances

LEGEND
- Town Line
- Adjacent Towns
- Parcels
- Streams
- Flood Zones
- Zoning
- Easements
- Adjacent Maps
- Water
- Road ROW

Lisbon 2021 GIS Tax Map
Revision by:

Cartwin GIS Solutions



U-22
TAX MAP

SCALE: 1" = 100 Feet

EXHIBIT B

Filing Fee $175.00

File No 20130520DC Pages 2
Fee Paid $ 175
DCN 2122332700033 DLLC
----FILED----------
08/17/2012

Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

MAINE
LIMITED LIABILITY COMPANY

STATE OF MAINE

CERTIFICATE OF FORMATION

Pursuant to 31 MRSA §1531, the undersigned executes and delivers the following Certificate of Formation:

FIRST: The name of the limited liability company is

Toby Rox Real Estate Holdings, LLC

(A limited liability company name must contain the words "limited liability company" or "limited company" or the abbreviation "L.L.C." "LLC" "L.C." or "LC" or, in the case of a low-profit limited liability company, "L3C" or "l3c" – see 31 MRSA 1508.)

SECOND: Filing Date. (select one)

☑ Date of this filing; or
☐ Later effective date (specified here) _____

THIRD: Designation as a low profit LLC (Check only if applicable)

☐ This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here.

A. The company intends to qualify as a low-profit limited liability company.

B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further

C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property, and

D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor

FOURTH: Designation as a professional LLC (Check only if applicable).

☐ This is a professional limited liability company* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services

_____
(Type of professional services)

FIFTH: The Registered Agent is a (select either a Commercial or Noncommercial Registered Agent)

☑ Commercial Registered Agent CRA Public Number. P10105

James A. Hopkinson

(Name of commercial registered agent)

☐ Noncommercial Registered Agent

(Name of noncommercial registered agent)

(physical location, not P O Box – street, city, state and zip code)

(mailing address if different from above)

SIXTH: Pursuant to 5 MRSA §105 2, the registered agent listed above has consented to serve as the registered agent for this limited liability company.

SEVENTH: Other matters the members determine to include are set forth in the attached Exhibit _____, and made a part hereof

**Authorized person(s)

Dated August 16, 2012

(Signature)

James A. Hopkinson, Registered Agent

(Type or print name and capacity)

(Signature)

(Type or print name and capacity)

*Examples of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians (This is not an inclusive list – see 13 MRSA §723 7)

**Pursuant to 31 MRSA §1676 1.A, Certificate of Formation MUST be signed by at least one authorized person

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State

Submit completed form to **Secretary of State**
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries. **(207) 624-7752** Email Inquiries CEC.Corporations@Maine gov

PURCHASE AND SALE AGREEMENT

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

June 8, 2024
Offer Date

6/11/2024, _____ Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between **Toby Rox Real Estate Holdings LLC** ("Buyer") and **Scapes, LLC** ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy [X] all [ ] part of (if "part of" see para. 26 for explanation) the property situated in municipality of **Lisbon**, County of **Androscoggin**, State of Maine, located at **143 Lisbon Street** and described in deed(s) recorded at said County's Registry of Deeds Book(s) **7523**, Page(s) **233**.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, 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, electrical fixtures, hard-wired generators, landscaping, and _____ are included with the sale except for the following: ~~No Exceptions~~ 5 Marked trees to be removed in fall dormancy. 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 8, 2024** are included with the sale at no additional cost, in "as is" condition with no warranties: **kitchen appliances in the residential unit**.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of $**649,900.00**. Buyer [ ] has delivered; or [X] will deliver to the Agency within **1** days of the Effective Date, a deposit of earnest money in the amount $ **25,000.00**. Buyer agrees that an additional deposit of earnest money in the amount of $ **N/A** will be delivered _____.
If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). 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 Riverside** ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until **June 11, 2024** (date) **5:00** [ ] AM [X] 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 **August 2, 2024** (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 may terminate this Agreement 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.

RE/MAX Riverside, 1 Bowdoin Mill Island, Suite 101 Topsham ME 04086 Phone: (207) 789-0606 Fax: Amy Ruksznis
Girmaldi Murphy
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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: Buyer [X] shall [ ] shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the 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) _____. 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 reapportionment 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 Sellers' 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 or concern.

[ ] Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

[X] Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have **10** days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, but are not limited to, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, Buyer may terminate this Agreement 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 is unsatisfactory to Buyer, 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, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer.

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within **N/A** days. [ ] Yes [X] No

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of 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: Buyer's obligation to close:

Not Subject to Financing

~~☐ is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.~~

~~☐ is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.~~

~~☐ Buyer's ability to purchase ☐ is ☐ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.~~

~~☐ Seller agrees to pay up to $ _____ toward Buyer's actual pre-paids and/or closing costs.~~

Subject to Financing

☒ Buyer's obligation to close is subject to financing as follows:

a. Buyer's obligation to close is subject to Buyer obtaining a **Commercial Loan** loan of **75.000** % of the purchase price, at an interest rate not to exceed **Market Rate** % and amortized over a period of **25** years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

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. This right to terminate ends once Buyer's letter is received.

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

d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with the written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have **5** days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. 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. This right to terminate ends once Buyer's letter is received.

e. Buyer agrees to pay no more than **N/A** points. Seller agrees to pay up to $ **N/A** toward Buyer's actual pre-paids, 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 and Seller's obligations pursuant to 14e shall remain in full force and effect.

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

Kelly Austin (Licensee) (**020747** MLS ID) of **Keller Williams Realty** (Agency) (**1898** MLS ID)

is a ☒ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

Meghan Murphy/Grimaldi Murphy (Licensee) (**010888** MLS ID) of **RE/MAX Riverside** (Agency) (**1874** 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: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and 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 or other disputes within the jurisdictional limit 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 to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), 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 failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

 Buyer(s) Initials DS ARM _____ _____ _____ Seller(s) Initials DS GJJ _____ _____ _____

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18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both 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 or from the parties or their Licensee. Only withdrawals of offers and withdrawals of 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 disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement 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 addendum**

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

26. OTHER CONDITIONS:

1. Seller will provide the buyer with the 3 most recent tax returns showing historical income of the property, within 4 business days.

2. The buyer will have until 7/26/24 to get a conditional use permit for the property from the town. If the buyer is not able to get a conditional use permit in that time, the buyer will have the right to terminate the contract and the earnest money would be released to the buyer.

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.
e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

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28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.
29. Upon acceptance of the offer or counteroffer, Seller 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.

Buyer's Mailing address is **522 Ridge Road, Bowdoinham, ME 04008**.

DocuSigned by: Amy Rukesznis, manager 6/10/2024

BUYER **Toby Rox Real Estate Holdings LLC** DATE | BUYER DATE

BUYER DATE | BUYER DATE

Seller hereby accepts the offer set forth above.

Seller's Mailing address is _____.

George J Janosco Sr 6/11/2024 | 10:36 PDT

SELLER **Scapes, LLC** DATE | SELLER DATE

SELLER DATE | 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

SELLER DATE | SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE | BUYER DATE

BUYER DATE | BUYER DATE

EXTENSION

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

SELLER DATE | SELLER DATE

SELLER DATE | SELLER DATE

BUYER DATE | BUYER DATE

BUYER DATE | BUYER DATE

REALTOR®

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EQUAL HOUSING OPPORTUNITY

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Amy Ruksznis

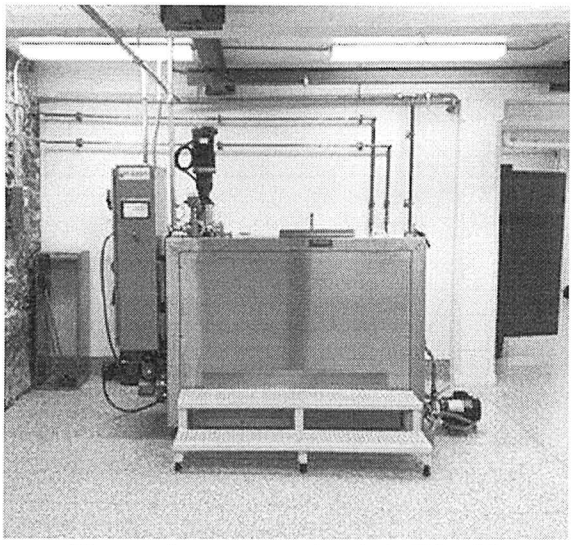
Nature of Project

Background:
I've been practicing as a veterinarian for 17 years and the last 12 have been in Topsham at Topsham Veterinary Wellness Center; which I own. I recently found that the options for pet aftercare are lacking and mostly impersonal. So, I started researching the process of **aquamation (see attached info on this process)** and how I could build it into the services I already provide to the community.

My clients are amazing pet owners who suffer great heartache when they lose a pet. I'm there with them for the diagnosis or the aging process and I support them through the goodbyes in my office as well. When I realized I could help them through to the very end by providing them with the ashes of their pet myself, I knew there could be even more support provided in this realm.

The goodbye center would be by-appointment euthanasias for Topsham Vet clients in a private setting, away from the hustle and bustle of our veterinary practice. We would be able to provide a quieter final time to say goodbye to a pet by those who love them. The service of memorialization and aquamation will be also offered to surrounding communities who utilize a different veterinary office for their other needs. Individuals will also be welcomed to use our aftercare services by appointment.

The center would utilize Unit 3 (and maybe Unit 4) and a portion of the barn at 143 Lisbon Street: (See attached schematics of the proposed layout.)
The space will have a welcoming lobby, retail space (ie. Urns, examples of commissioned portraits, jewelry and paw prints), and rest room. It will include one, maybe two, large gathering rooms where a pet could be euthanized, or if was already deceased, the room could provide a last goodbye for pet owners to pay their respects and where aftercare and memorialization decisions could be made.
A portion of the back of the barn would be remodeled for the aquamation process, which is essentially new insulation, a stainless steel tank, plumbing and a hot water tank: (see photo)



Dimensions approximately 8ft x 3ft

This will be an appointment only facility and will be managed by one to two employees. I will need a lobby employee who can assist in hosting the memorial service and choosing options regarding aftercare. This person will also schedule these appointments and those for pick-up of the pet remains memorialized. There would be a retail aspect of the business as people would choose products to best memorialize their pets. There will likely be 1-2 people performing the aquamation procedures, but this is not a labor-intensive system and they would only be needed at the beginning and end of the 22-hour process. Options to expand the aquamation service would include staff pick-ups/drop-offs at other veterinary offices who want to utilize the service for their clients.

Hours of operation have not been determined but likely will be chosen out of need and increase as the business grows. There will likely be no weekend hours open to the public.

The space may occasionally host pet grief meetings, and information sessions on hospice care for pets.

Thank you for hearing about my project.

Sincerely,

Amy Ruksznis, DVM

Exhibit A

Schematic Flow Diagram

Pet Aquamation (Alkaline Hydrolysis)
PET-550 System

"water cremation"

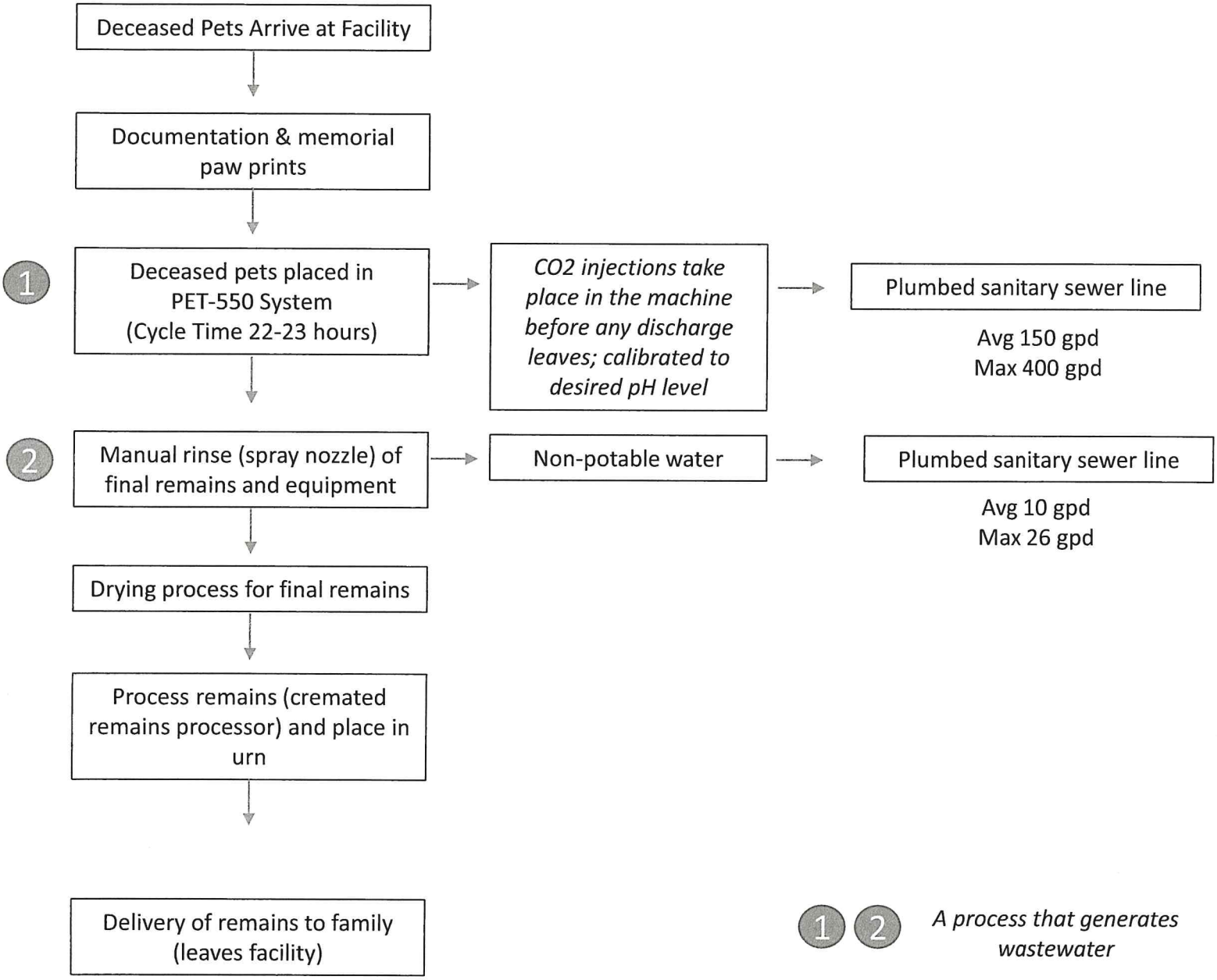


Exhibit B

Description of PET-400/550 Process and Byproducts:

Alkaline hydrolysis is essentially an accelerated version of what takes place during natural decomposition. A combination of gentle water flow, temperature, and alkalinity is used to accelerate the natural course of tissue hydrolysis. Similar to cremation, the only solid remains are the mineral ash of the bones

The PET-400/550 system was specifically designed for the disposition of pets. Each pet may be placed within its own separate compartment inside a stainless steel system. The system has a sophisticated control system to automate the process; the operator places the pets in the compartments, and initiates the process from a touch-screen PLC. During the process, a solution consisting of 95% water and 5% alkali is circulated throughout the compartments, dissolving the tissue. The solution is circulated for 18-20 hours at 205 degrees Fahrenheit (plus 2-4 hours heat-up, for a total process tmie of 22-23 hours). All of the material is sterilized during this process. At the end of the cycle, the water solution contains sugars, nutrients, amino acids, small peptides, and a small amount of biodegradable soap (fats, oils, and grease are saponified). All euthanasia chemicals are neutralized and broken down completely in this process, and all pathogens are destroyed.

When the reduction process is complete, the system performs a CO2 injection as a color lightening agent for the final bone remains. The equipment can be calibrated to add extra injections if the local wastewater authority requires further pH reduction. The final effluent may be discharged to the sanitary sewer or to a holding tank for recycling as fertilizer. The system is also programmed to discharge at temperatures below regulatory sewer requirements (typically 140°F/60°C). After discharge to the sewer or holding tank, the system can perform an optional rinse cycle to cleanse the mineral bone remains, or the operator may do this by hand with a hand spray to conserve water use. The final remains are sterile and safe to handle immediately after the process (they are cooled during the rinse process). These remains undergo a drying process, and are processed to powdered ash in a specialized processor (the same equipment used after a flame cremation) to be returned to the pet owners in an urn. Families receive 20% more ash remains from this process versus flame cremation.

The PET-550 system can process only one cycle per day. Total water consumption for a low-level cycle is 200-250 gallons. The total water consumption for a high level cycle is 350-400 gallons. The cycle time for a low level cycle is the same as a high level cycle, so the equipment is self-limiting to one cycle per day regardless of use.

Average water : 150 gallons per day if high volume business.

Additional Facts:

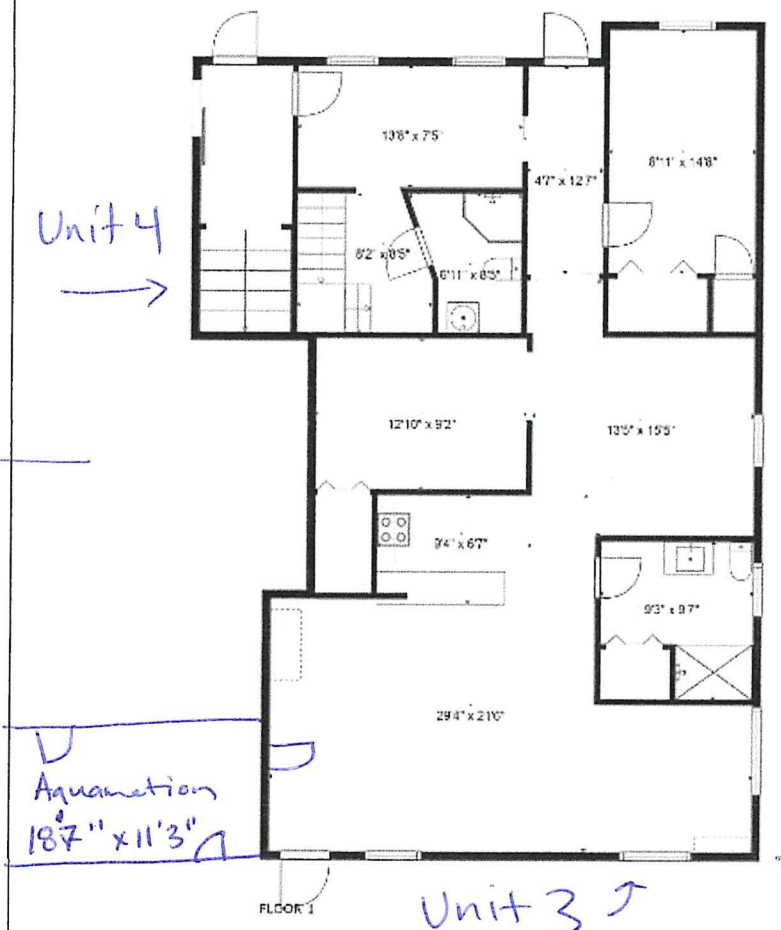
- There are no emissions of harmful greenhouse gases from this process.
- The process consumes 1/20 the amount of energy a traditional flame cremation consumes.
- The carbon footprint is less than 1/10 the carbon footprint for pet cremation.
- This process has been used for over 10 years in the aftercare industry. There are numerous pet loss centers, crematoriums, veterinary clinics, and funeral homes offering alkaline hydrolysis as a final disposition option for pets.
- This process has been used for over 20 years for the sterilization and disposal of animal carcasses and medical cadavers from medical facilities, research facilities, universities, and biocontainment laboratories.

We have over 20 years of experience with this technology and we are happy to answer any questions you may have.

(Bio-medical Resources)

Lisbon Street

Proposed Layout for Farewell My Friend Option #1



Unit 4 →

(Barn)

(Unit 2)

Aquamation
18'7" x 11'3"

Unit 3 ↗

Patio

TOTAL: 143
FLOOR 1: 1436 sq. ft,

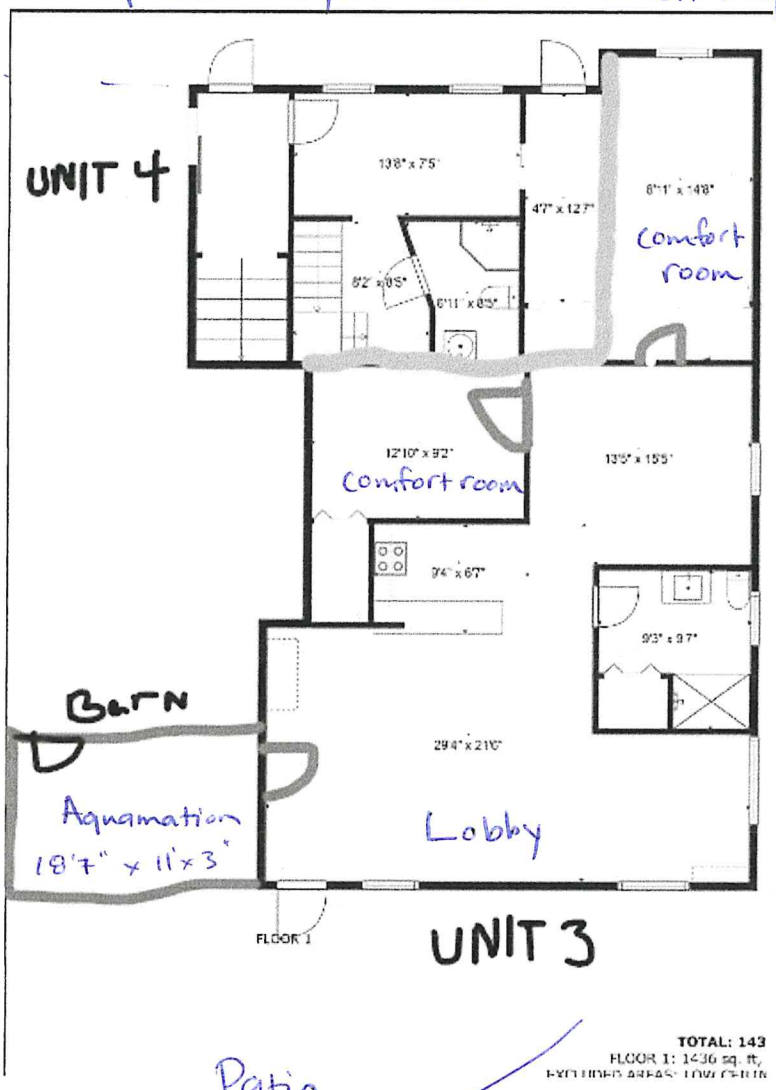
Backyard

Parking

Lisbon Street

Proposed layout for Farewell My Friend #3

(Barn)



(Unit 2)

Patio

Back yard

Parking