



Michael A. Russell, MS, Director
Permitting and Inspections Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS

Conditional Use Appeal Application

Applicant Information:

NAME

Alta Vista, LLC
BUSINESS NAME

c/o Drummond Woodsum
84 Marginal Way, Suite 600
BUSINESS ADDRESS

Portland, ME 04101
207-865-4323 ddlatulip@aol.com
BUSINESS TELEPHONE & E-MAIL

Contract for the Sale of Commercial Real Estate
APPLICANT'S RIGHT/TITLE/INTEREST

B2b
CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:
Retail of video equipment

TYPE OF CONDITIONAL USE PROPOSED:
Wholesale distribution establishment under
10,000 s.f. of aggregate gross floor area.

STANDARDS: Upon a showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the Board determines that:

1. The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and
2. The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and
3. The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone.

NOTE: If site plan approval is required, attach preliminary or final site plan.

The undersigned hereby makes application for a conditional use permit as described above, and certifies that the information herein is true and correct to the best of his OR her knowledge and belief.

David Latulip
SIGNATURE OF APPLICANT

2/9/17
DATE

Subject Property Information:

495 Forest Ave
PROPERTY ADDRESS

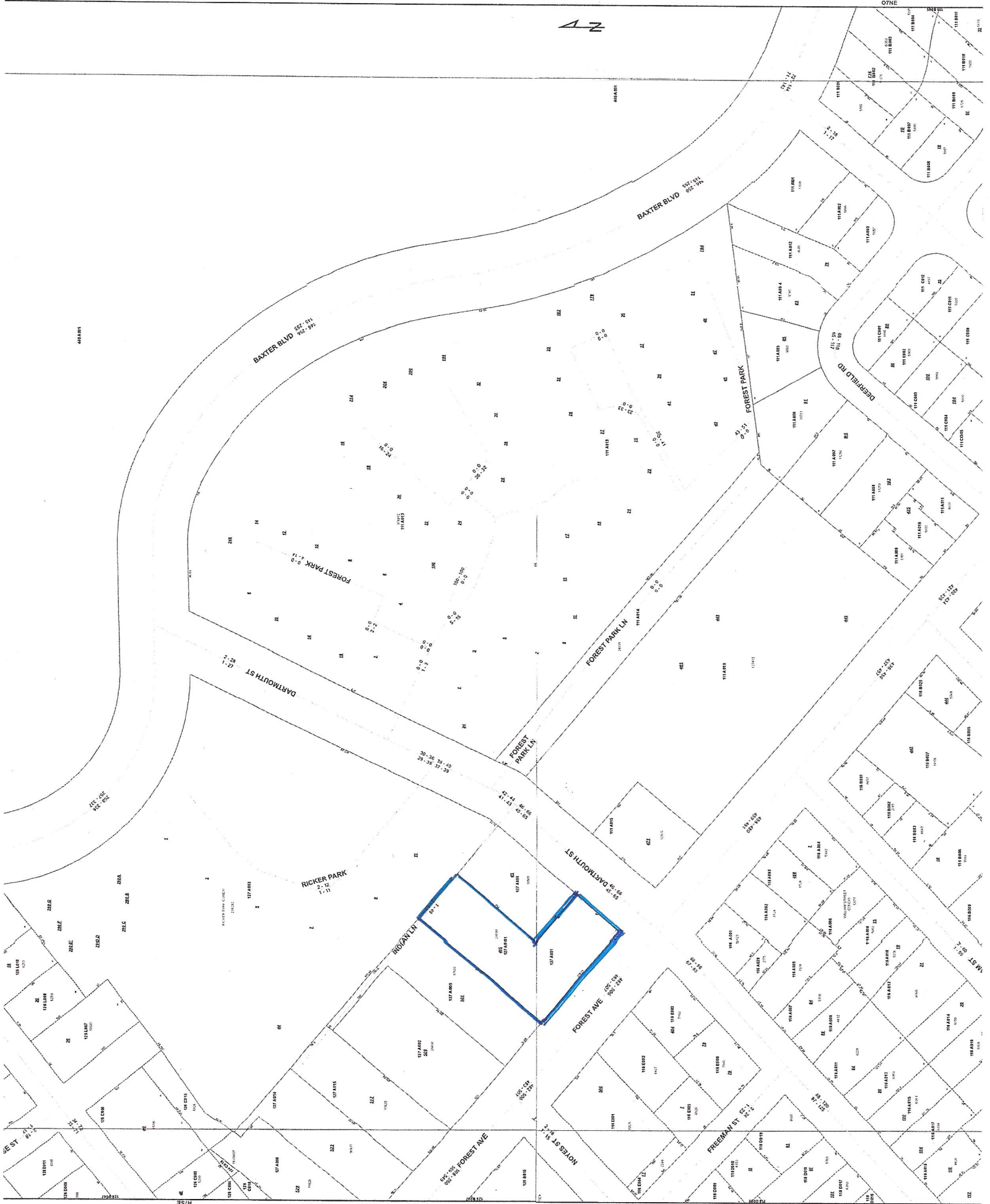
127/A/1
CHART/BLOCK/LOT (CBL)

WILL CO, LLC
PROPERTY OWNER (If Different)

30 Lincoln St #14, Westbrook, ME
ADDRESS (If Different)

PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY
SECTION 14- 183(b) 3



Tax Map 127, Block A, Lot 1

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Adam Nappi and/or assigns, whose mailing address is _____ (hereinafter called "Purchaser"), this 4 day of January, 2017, the sum of _____ Dollars (_____) as earnest money deposit toward purchase of real estate located at 495 Forest Avenue in the city/town of Portland, County of Cumberland, State of Maine, described as follows Per the Portland Assessor the property is described as a 13,125 SF on .569 acres and being more fully described at said County's Registry of Deeds in Book 32128 , Page 146, upon the terms and conditions indicated below.

- 1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable) NA
2. PURCHASE PRICE: The total Purchase Price is One Million Eight Hundred Thousand Dollars (\$1,800,000), with payment to be made as follows:

Earnest money deposit received on this date: \$ _____
Other: _____ \$ _____
Other: _____ \$ _____
Balance due at closing, in cash or certified funds: \$ _____

- 3. EARNEST MONEY/ACCEPTANCE: Malone Commercial Brokers ("Escrow Agent") shall hold the earnest money in a non-interest bearing account (no interest) and act as escrow agent until closing; this offer shall be valid until January 4, 2017 at 3:00 (AM PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.
4. TITLE: That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to Purchaser and as a condition to closing Purchaser shall secure title insurance (within their 45 day due diligence period) in form and content satisfactory to Purchaser and its lender with all standard exceptions deleted. This transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase 30 days from satisfactory zoning variance from the City of Portland in accordance with the terms of Section 21, and upon satisfaction of all other conditions to closing herein, if Seller is unable to convey title to the premises in accordance with the provisions of paragraph 5 below, then Seller shall have a reasonable time period, not to exceed 30 days from the time Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, Purchaser may within days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder, or Purchaser may, at Purchaser's option, close notwithstanding such uncured defects as may then exist. Seller hereby agrees to make a good-faith effort to cure any title defect identified pursuant to paragraph 5 below during such period.
5. DEED: That the property shall be conveyed by a Maine Short Form Deeds Act quit claim with covenant deed, and shall be subject to all encumbrances (other than liens and mortgages), except covenants, conditions, easements and restrictions of record that materially and negatively impair the current use of the premises and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.
6. LEASES/TENANT SECURITY DEPOSITS: Seller represents and warrants there are no tenants occupying, or leases of the property and that there will not be any tenants occupying or leases of the property at time of closing.
7. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser immediately at closing without any tenants in possession of the property.
8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. Said premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear. If the premises are materially damaged or destroyed prior to closing, Purchaser may either terminate this Agreement and be refunded the earnest money deposit, or close this transaction and accept the premises in their as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
9. PRORATIONS: The following items shall be prorated as of the date of closing:
a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
b. Fuel
c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional rents received by Seller pursuant to leases of the property.

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10. INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to Purchaser in its sole discretion:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>45</u> days	i. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within ____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within ____ days	j. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within ____ days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within ____ days	k. ADA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within ____ days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within ____ days	l. Wetlands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within ____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within ____ days	m. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>45</u> days
f. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within ____ days	n. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>see paragraph 21</u> days
g. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>45</u> days	o. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within ____ days
h. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within ____ days	p. Other: <u>full feasibility study</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>45</u> days

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Not Applicable

12. FINANCING: Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within 45 days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than 80% of the purchase price at an initial interest rate not to exceed prevailing rates% per annum and amortized over a period of not less than 20 years and otherwise on terms and conditions satisfactory to the Purchaser. Without limiting the foregoing in any respect, Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above-described terms and conditions shall be a breach of this Contract.

In the event that Purchaser is unable to obtain the Commitment and Purchaser notifies Seller within 45 days from the effective date of this Contract, then Seller shall return the earnest money to Purchaser and this Contract shall terminate and neither party shall be under any further obligation hereunder. If Purchaser is unable to obtain the Commitment and does not notify Seller that Purchaser has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be in default of this Agreement.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that NA ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller; NA ("Selling Agent") is acting as a Purchaser's agent in this transaction and is representing the Purchaser and that Joe Malone/Jennifer Small ("Listing Agent") is acting as a Seller's agent in this transaction and is representing the Seller (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees").

14. DEFAULT: If Purchaser fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Seller shall retain the earnest money as full and complete liquidated damages, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of an undisputed default by either party, the Escrow Agent may return the earnest money to Purchaser or Seller with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Deposit.

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.

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

NA

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the laws of the State of Maine.

17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument.
19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Transaction Broker is given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties.
20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Brokerage Relationships Form.
21. OTHER: It will be a condition to closing that the Buyer obtain a zoning variance and approval from the City of Portland allowing use of the premises for distribution and warehousing, including without limitation the distribution and warehousing of alcoholic beverages and spirits, and light warehousing on terms and conditions satisfactory to Buyer by April 5, 2017. Purchaser will have one (1) additional sixty (60) day extension for this contingency with an additional \$5,000 deposit per extension (said deposit will be non-refundable but applicable to the purchase price) period if exercised, such extension to be effected by written notice from Buyer to Seller.
22. Purchaser acknowledges that Seller desires to exchange the Property for other property of like kind in qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (collectively the "Code"). Purchaser agrees to cooperate with the Seller in order to afford Seller the ability to accomplish a like kind exchange provided that: (a) the Purchaser shall not be required to incur any expense or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs including attorneys' fees incurred with respect to the exchange, (b) no substitution of the Seller shall release Seller from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by the Seller, its successors, or assigns, which obligations shall continue as the obligations of a principal and not of a surety or guarantor, (c) the Seller shall give the Purchaser at least two (2) business days prior notice of the proposed changes required to effect such exchange and the identity of any Party to be substituted in the escrow, (d) the Seller shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the "Exchange Documents") required by the exchange, at its sole cost and expense, (e) and the election to effect such an exchange shall not delay the Closing of the transaction as defined herein; and (f) the Purchaser is able to purchase the Property for the purchase price and otherwise in accordance with the terms and conditions of this Agreement at no additional cost or expense to the Purchaser.
23. Seller covenants and agrees, as a condition of closing for the benefit of the Purchaser, to remove all personal property located at the property within 5 days prior to closing and leave the property in broom clean condition. Buyer may inspect the property for compliance with the terms of this Section 21 during such 5 day period prior to closing.
24. ADDENDA: This contract has addenda containing additional terms and conditions: Yes No .
25. EXTENSION: Seller and Purchaser agree to extend the following date(s) set forth in this Contract to the new dates shown in Section 21:
Date for _____, changed from _____ to _____.
Date for _____, changed from _____ to _____.
Date for _____, changed from _____ to _____.
26. **The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.**

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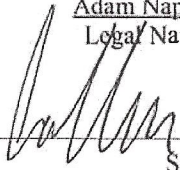
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A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2½% of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

Adam Nappi and/or assigns
Legal Name of Purchaser

Social Security # or Tax I.D. #



Signature

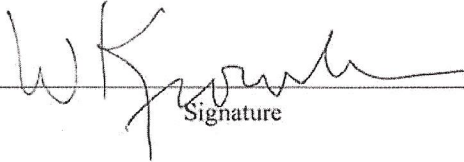
Name/Title, there unto duly authorized

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

Signed this 4 day of January, 2017.

Willco, LLC
Seller

Social Security # or Tax I.D. #



Signature

Name/Title, there unto duly authorized

Malone Commercial Brokers
Escrow Agent

Name/Title

Signature

The Listing Agent is Joe Malone/Jennifer Small of Malone Commercial Brokers (Agency)

The Selling Agent is NA of NA (Agency)

The Transaction Broker is NA of NA (Agency)

EFFECTIVE DATE OF CONTRACT: Jan. 4, 2017

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Alta Vista, LLC

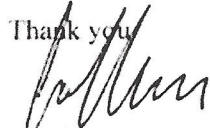
February 7, 2017

CJ Developers, Inc
35 Primrose Land
Freeport, ME 04032

Mr. Latulippe,

Please allow this letter to serve as permission for CJ Developers, Inc. to represent Alta Vista, LLC.

Thank you



Its Manager
Alta Vista, LLC