

Town of Livermore Falls Planning Board

Agenda

Thursday, June 3, 2010

6:00 P.M Planning Board Room,

Livermore Falls Town Office

2 Main Street Livermore Falls, ME 04254

1. Call to Order
2. Consideration of minutes from meeting held May 6, 2010
3. New Business A. S&L Foods Application For Site Plan Review
 B. Smart Cookies Daycare Application For Site
 Plan Review
4. Old Business A. CMP MPRP Project
 B. Parking Ordinance Discussion
5. CEO Report A. 1 Birch Street Update
 B. Junkyard Update
 C. Denied Building Permit Application
6. Other Business

 A. Public Participation – Opportunity for those who have not
 requested Planning Board Review to speak. Planning Board members
 reserve the right not to act on requests until the next Planning Board
 meeting.
7. Adjournment



Town of Livermore Falls Planning Board Meeting Minutes June 3, 2010

Members Present: Guy Palmieri, Mellette Pepin, Scott Roberts, Elecia Pillsbury

Meeting called to order by Guy Palmieri at 6:29 p.m.

Consideration of minutes from May 6, 2010. Scott stated that the Board's motion to accept the application submitted by Maine Coast Book Auctions as complete and to approve the application should have been included in the minutes. Both votes were unanimous. The Board agreed with Scott. Rob will make the changes in the minutes. Scott mm to accept the minutes with the discussed changes. Mellette s. (4-0)

New Business

S&L Foods – Scott mm to conditionally accept application as complete pending notification of all abutters of each site and written permission from the property owners, and with the proof of acquiring all necessary licenses and/or permits. Elecia s. (4-0) Scott mm to approve the application with the same conditions. Mellette s. (4-0)

Smart Cookies Daycare – The Board asked the applicant questions regarding the number of children and the age range. The applicant stated that she could have up to 12 children from the age of 6 weeks and up and that she would have to follow the State rules regarding this. The Board was informed that one abutter had refused the abutter notification. Scott mm to accept the application as complete. Mellette s. (4-0) Guy mm to approve the application. Scott s. (4-0)

Old Business

CMP MPRP – The Board did not discuss the CMP Maine Power Reliability Program.

Parking Ordinance Discussion – The Board agreed that the ordinance is overdone and that the fines are excessive. The Board feels that the ordinance should be simplified and the fines should be lowered except for repeat offenders. Scott mm that the Board recommends the Parking Ordinance be rewritten to be simplified and the fines be lessened. Elecia s. (4-0)

CEO Report – Rob reported the current state of the Dangerous Building located at 1 Birch Street. He also informed the Board that he had identified approximately 15 junkyards in the town and was working with the property owners to get them cleaned up. Rob then reported to the Board that he had denied a Building Permit Application for a property on Wheeler Street due to the property not meeting the minimum lot size or frontage requirements. He informed the Board that the decision was being appealed to the Board of Appeals

Mellette mm to adjourn at 7:37 pm. Elecia s. (4-0).

TOWN OF LIVERMORE FALLS APPLICATION FOR SITE PLAN REVIEW

Project Name: Smart Cookies Daycare

Applicant Information:

1. Name of Applicant: Rebecca Spencer
Address: 6 Knapp St
Liv. Falls, Me. 04254
Telephone: 320-2246

2. Name of Property Owner: Rebecca + Kevin Spencer
Address: S/A/A
Telephone: _____

3. Name of Applicant's Authorized Agent: _____
Address: _____
Telephone: _____

NOTE: The applicant shall provide a letter to the Planning Board granting the authority of the agent to act on behalf of the applicant.

4. Name of person and address to which all correspondence regarding this application should be sent to: Rebecca Spencer

5. What legal interest does the applicant have in the property to be developed (ownership, option, purchase and sales contract, other)? Attach evidence of interest.

Applicants house of residence
I own the property.

6. Number of employees? 1

7. Does the applicant reside on the property? yes no

8. Nature of project. Please describe the nature of the proposed project including total floor area, type of materials/products to be handled, hours of operation and other information to familiarize the Board with your application. (Attach additional pages if necessary)

To provide daycare M-F from
6 am - 6 pm in home. Will
provide meals and snacks to
children. Caring for children
(up to 12) ages 0+. Using only
first floor for daycare. Fire Marshall
approved.

Land Information

9. Location of property

from Maps
from Registry

Map 20
Book 956

Lot 178
Page 451

10. Acreage of parcel .13

11. Acreage of developed area .13

12. Is any portion of the property within 250 feet of the high water mark of any pond, river, stream or wetland? yes no

13. Is any portion of the property within a special flood hazard area as defined by the Town of Livermore Falls Flood Hazard maps?

yes no

Development Information

14. State below the anticipated impacts, including any public costs to serve the project, as proposed in the application, on the following municipal facilities and services. Attach additional pages if necessary.

Sewage Disposal

Public

Water Supply

Public

Roads/Parking

Driveway

Solid Waste

Public

Storm Water/Drainage

Public

Other

Sewage and water will have some increased impact
due to children usage. Parking in driveway for drop off
and pick-ups only

15. Gross floor area to be developed None

16. Percentage of lot to be covered by structures and parking: N/A

17. Number of parking spaces: up to 4

18. Describe how the landscape will be preserved and/or enhanced and how the proposed use will fit in with the neighboring area.

A fence with will be put around property line.

19. Describe the provisions for emergency vehicle access to the project.

Residential emergency access

20. Describe the provisions to be made for drainage of the project site.

N/A

21. Describe the amount of water required for the project and how it will be obtained.

Basic water will be used for children's needs. (washing hands, brushing teeth, dishes, etc.)

22. Describe the proposed erosion and sedimentation control methods to be employed during construction and maintenance of the proposed project.

None

23. Describe the method of sewage disposal.

Bathroom

Additional Submissions

Based on the nature of the proposed project the Planning Board may require a traffic engineering study and/or performance guarantee.

The application must be accompanied with the following:

1. A development plan drawn at scale of not less than 1 inch equals 100 feet indicating the nature of the project.
2. A location map to show the relationship of the proposed development to the surrounding area.
3. Abutter notification. Abutters include property owners across the street.

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

Rebecca Spence
Signature of Applicant or Agent

5-27-10
Date

NOTE: This application form provides the Planning Board with general information. Applicants are encouraged to review the Site Plan Review Ordinance Town of Livermore Falls for additional information.

NAME OF APPLICANT:

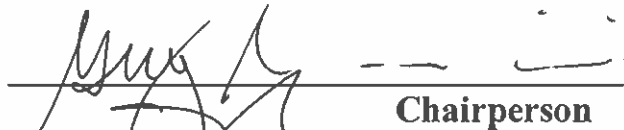
ADDRESS OF APPLICANT:

NAME OF OWNER:

NAME OF PROPOSED DEVELOPMENT:

PLANNING BOARD SIGNATURES

09.02.2010
DATE



Chairperson



CONDITIONS

Date: 5-27-10

To: Livermore Falls Planning Board

From: Kent Mitchell (Sewer Superintendent)

Re: Permission for new business to use town sewer

Address: 6 Knapp St.

Type of
business: Day care (licensed for 12)

Kent Mitchell

Livermore Falls Water District
20 Depot Street
Livermore Falls, ME 04254
Telephone (207) 897-3445
Fax (207) 897-5644
E-mail: lfwd@midmaine.com

May 19, 2010

Rebecca Spencer
6 Knapp Street
Livermore Falls, ME 04254

Account Number: 2-398
Service: 6 Knapp Street

Ms. Spencer,

Thank you for contacting us concerning opening a day care at your property, but there is nothing that we need to do differently.

Sincerely,



Cheryl Marceau
Clerk & Treasurer

TOWN OF LIVERMORE FALLS APPLICATION FOR SITE PLAN REVIEW

Project Name: S+L Foods

Applicant Information:

1. Name of Applicant: Lori Peltier
 Address: P.O. Box 3
Livermore Falls
 Telephone: 320-2130

2. Name of Property Owner: Donnie Foster's, Dollar Store par
 Address: Town Turn out. Town Rec.
Try for Summer ~~Activities~~ Activities
 Telephone: _____

3. Name of Applicant's Authorized Agent: SAME
 Address: _____
 Telephone: _____

NOTE: The applicant shall provide a letter to the Planning Board granting the authority of the agent to act on behalf of the applicant.

4. Name of person and address to which all correspondence regarding this application should be sent to:

Lori PELTIER
P.O. Box 3
Livermore Falls ME 04254

5. What legal interest does the applicant have in the property to be developed (ownership, option, purchase and sales contract, other)? Attach evidence of interest.

N/A

6. Number of employees? _____

7. Does the applicant reside on the property? _____ yes no

8. Nature of project. Please describe the nature of the proposed project including total floor area, type of materials/products to be handled, hours of operation and other information to familiarize the Board with your application. (Attach additional pages if necessary)

Mobil Food Cart Have spoken with
different business have 2-3 potential spots
food part time wester

Land Information

N/A

9. Location of property

from Maps

Map _____

Lot _____

from Registry

Book _____

Page _____

10. Acreage of parcel _____

11. Acreage of developed area _____

12. Is any portion of the property within 250 feet of the high water mark of any pond, river, stream or wetland? _____ yes no

13. Is any portion of the property within a special flood hazard area as defined by the Town of Livermore Falls Flood Hazard maps?

_____ yes no

Development Information

14. State below the anticipated impacts, including any public costs to serve the project, as proposed in the application, on the following municipal facilities and services. Attach additional pages if necessary.

Sewage Disposal

owns Grey water system

Water Supply

owns 6 Gallon

Roads/Parking

Solid Waste

N/A

Storm Water/Drainage

N/A

Other

15. Gross floor area to be developed N/A

16. Percentage of lot to be covered by structures and parking: N/A

17. Number of parking spaces: N/A

18. Describe how the landscape will be preserved and/or enhanced and how the proposed use will fit in with the neighboring area.

N/A

19. Describe the provisions for emergency vehicle access to the project.

N/A

20. Describe the provisions to be made for drainage of the project site.

N/A

21. Describe the amount of water required for the project and how it will be obtained.

OWN WATER SOURCE

NAME OF APPLICANT:

ADDRESS OF APPLICANT:

NAME OF OWNER:

NAME OF PROPOSED DEVELOPMENT:

PLANNING BOARD SIGNATURES

DATE

Chairperson

CONDITIONS

NOTICE TO ABUTTERS:

***(YOU ARE BEING NOTIFIED AS AN ABUTTER BECAUSE YOUR
PROPERTY NEIGHBORS THE APPLICANTS PROPERTY).***

NAME OF APPLICANT: _____

THE APPLICANT REQUEST: _____

DATE OF PLANNING BOARD REVIEW: _____

LOCATION: Livermore Falls Town Office, Livermore Falls, Maine.

TIME: 6:00 P.M.

DATE NOTICE WAS SENT IN THE MAIL: _____

***IF YOU ARE RENTING OR LEASING YOUR PROPERTY TO
ANOTHER PERSON PLEASE NOTIFY YOUR TENANTS SO THAT
THEY MAY ATTEND THE MEETING IF THEY HAVE CONCERNS.***

April 28, 2010

To Livermore Falls town board:

My name is Lori Peltier I recently contacted the town office to inquire about having a mobile Hotdog cart in town.

I believe this could be a good move for the town as it would offer another eating outlet which in some way could help with growth in this community.

I have been looking for a good location which possibly the town could have some ideas as to where would be appropriate maybe even a town owned spot could be considered . I would look at a potential spot to have good traffic flow but also a safe area to turn out to park when purchasing products.

I will be offering hotdogs,sausages,crabmeat,lobster rolls also chips,soda and water with the possibility of adding some sort of sweets.

My cart will be brand new a sketch will be attached. I will have a million dollar liability insurance coverage and all licenses and permits required by the state and town,at present I have my Tax ID # from the Maine Revenue Service as well as my Retail license copies enclosed.

In closing I would ask that you grant me this opportunity to be a vendor in town and I will be happy to answer or address any questions or concerns you may have .

Sincerely,

Lori Peltier

→ No ordinance for mobile business ie. Icecream truck
Schwamms
→ may need Select Board Approval to operate
on Town Prop.
→ Ins. Naming the Town as additionally insured

COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

ARTIES (fill in) Richard J Paillargea, with a mailing address of 374 Hardscrabble Rd No. Monmouth ("LANDLORD"), hereby leases to _____, with a mailing address of _____, ("TENANT"), and the TENANT hereby leases from LANDLORD the below-described leased premises.

LEASED PREMISES (fill in and include, if applicable, suite number, floor number, and square feet) The leased premises are deemed to contain 490 sq. ft square feet. The leased premises are located at 1 Depot St Live, make KALI'S Suite C together with the right to use, in common with other entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.

TERM (fill in) The term of this lease shall be for 6 months, unless sooner terminated as herein provided, commencing on _____ and ending on _____.

TENANT (fill in) TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
<u>NA</u>	\$ _____	\$ <u>250.00</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated 374 Hardscrabble Rd No. Monmouth 04265. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

RENEWAL OPTION (fill in or delete) So long as TENANT has not been in default of this lease during the term hereof, TENANT shall have the option to renew this lease for To Be Determined. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

Lease Year(s)	Annual Base Rent	Monthly Rent
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

SECURITY DEPOSIT (fill in) Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Two Hundred Fifty Dollars (\$ 250.00), which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof.

sed premises are in good and satisfactory order, repair and condition, and
T holds any part of said premises to keep the leased premises in as good
nnumencement of said term, or may be put in thereafter, damage by fire or
xcepted. Notwithstanding anything to the contrary herein, if TENANT has
all plate glass windows in good repair and condition and to carry adequate
e glass which is damaged or destroyed.

rior walls and structure of the building of which the leased premises are a
ement of the term or as it may be put in during the term of this Lease,
lty only excepted, unless such maintenance or repair is made necessary by
ors, agents or invitees of TENANT, in which case such maintenance or
shall pay all costs thereof.

permit the making of any holes in any part of said building, or paint or
or flagpoles or the like, visible from outside of the leased premises, that is,
within the building, or permit anyone except TENANT to use any part of
ileges without on each occasion obtaining prior written consent of the
n of any nature or description to be placed against the building, the leased
h lien attaching by reason of the conduct of TENANT to immediately pay
d as meaning that TENANT has any authority or power to permit any lien
LANDLORD'S title or interest in the building, the leased premises, or any

sign, mortgage or encumber this Lease, or sublet or permit the leased
it LANDLORD'S prior express written consent in each instance [which
not applicable). In any case where LANDLORD shall consent to such
main fully liable for the obligations of TENANT hereunder, including,
amounts provided under this Lease. For purposes of this Lease, the sale
l partner of a partnership TENANT shall constitute an assignment of this

all mortgages, deeds of trust and other instruments in the nature of a
is on the property of which the leased premises are a part and TENANT
ritten instruments as shall be necessary to show the subordination of this
nents in the nature of a mortgage. Provided TENANT perform all of its
he quiet enjoyment of the leased premises. In addition, the tenant agrees
estoppel certificates as are required by LANDLORD's lender.

ble times during the term of this Lease, enter the leased premises (i) to
ect, to make any repairs or additions LANDLORD may deem necessary
litions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or
o show the leased premises to prospective purchasers and mortgagees,
its during the six (6) months preceding the expiration of this Lease.
i) months before the expiration of this Lease to affix to any suitable part
ed premises or property of which the leased premises are a part and to

by the negligence or willful conduct of LANDLORD, will indemnify
ompany, and save them harmless from any and all injury, loss, claim,
's fees) in connection with the loss of life, personal injury or damage to
a with the occupancy or use by TENANT of the leased premises or any
d wholly or in part by any act or omission of TENANT, its contractors,
is or their respective agents, servants or employees while on or about
RD'S expenses, including reasonable attorney's fees, incurred by
ant or agreement of this Lease or resulting from TENANT'S breach of
h shall survive the termination or earlier expiration of the term of this
er the LANDLORD, its employees, agents nor management company
all claims for, any injuries to any person or damages to property or
ugh TENANT due to the building or any part thereof (including the
ir or due to the happening of any accident in or about the building or
or of any employee or visitor of TENANT. Without limitation, this
rain, snow, ice, wind, frost, water, steam, gas or odors in any form or
s, floors, pipes, gutters, or other fixtures; and to damage caused to
l premises, whether owned by the TENANT or others.

A, the real estate taxes on the land and buildings, of which the real estate taxes thereon for the fiscal year 2014 shall be paid by to LANDLORD as additional rent hereunder, in accordance with such excess that may occur in each year of the term of this Lease or any part of a fiscal year in which this lease commences or ends. If the real estate tax, a proportionate share of such abatement, less the reasonable amount refunded to the TENANT.

Under in accordance with subparagraph B of this Article, MA incurred during the calendar year 2014. Operating expenses are the cost per annum of the building and its appurtenances and all exterior areas, as of said last day of the calendar year concerned) located outside of the building which they are located (said building appurtenances, exterior areas, and landscaping expenses include, but are not limited to: (i) all costs of furnishing utilities and facilities to the building; (ii) all costs of any insurance carried by the building; (iii) all costs of non area cleaning and janitorial services; (iv) all costs of maintaining the building including air conditioning equipment and any other common building equipment, and replacements required by law or necessary to keep the building in a safe condition; (v) all costs of removal, landscaping and grounds care; (vi) all other costs of the building including property management fees; and (vii) all other reasonable costs relating to the management of the building by LANDLORD. This increase shall be prorated over the term of any calendar year.

TENANT shall make monthly estimated payments to LANDLORD, as additional rent for the estimated operating expenses for the then current year. Said estimated monthly payments shall be equal to one twelfth (1/12) of TENANT'S annualized share of the estimated operating expenses. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement of expenses and also showing TENANT'S share of the same. TENANT shall, within 30 days, pay to LANDLORD, as additional rent, less any estimated payments. If there is an excess shall be applied to the next year's monthly payments for estimated

water, gas, electricity and other utilities (whether they are used for furnishing heat or other purposes) and, if separately metered, all bills for fuel furnished to a separate tank for telephone and other communication systems used at and supplied to the building for ordinary drinking, cleaning, lavatory and toilet facilities and for the structure of the building, (except to the extent that the same are fuel tanks as set forth above) so as to maintain the leased premises and the building in normal business hours on regular business days of the heating and air conditioning system, if installed as a part of the structure of the building, and to light the building and furnish such cleaning service as is customary in similar building in said area. This obligation shall include the making of repairs, alterations or improvements, to labor and materials or supplies from the sources from which they are usually obtained for the building.

or equipment other than the utilities and equipment within the leased premises. In the event TENANT requires additional utilities or equipment, the sole obligation, provided that such installation shall be subject to the

of Internet Sales

During the entire term of this Lease: (i) TENANT shall not injure or deface the building or its contents; (ii) no flammable, volatile, or poisonous fluids, chemicals, nuisance, objectionable noise or odor shall be permitted; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth in this Lease; (iv) TENANT shall be liable to invalidate or increase the premiums on any insurance policy which may be required necessary any alterations or additions to the building; and (v) TENANT shall not be permitted to demolish or alter the building or the sidewalks or approaches to said building. TENANT shall observe and comply with all reasonable rules and security measures and use of the leased premises, the building, its facilities and equipment furnished with all safety appliances and make all accessibility alterations, modifications in TENANT'S use thereof required by law or any public authority. TENANT shall be responsible for the premises or TENANT'S alterations or additions thereto, which shall require the prior written consent of LANDLORD'S consent as provided in this Lease.

TENANT'S
LIABILITY
INSURANCE
(fill in)

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in the amounts not less than _____ Dollars (\$ _____) combined single limit with deductibles of not more \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein.

FIRE CASUALTY-
EMINENT
DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

DEFAULT AND
BANKRUPTCY

In the event that:

- (a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
- (b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant.

NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.

HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.

LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD. Under no circumstances shall LANDLORD ever be liable for indirect or consequential damages.

LANDLORD DEFAULT

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.

WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.

SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

WARRANTY

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

OTHER

If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to

persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

BROKERAGE (fill in) TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than _____ ("TENANT'S BROKER"). TENANT agrees to pay TENANT'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than _____ ("LANDLORD'S BROKER"). LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim.

_____ n/a agrees to pay _____ n/a a commission upon execution of this Lease.

OTHER PROVISIONS (fill in or delete) It is also understood and agreed that:
 Tenant Pays own Electric
 Heat + maintenance shall be provided by Landlord
 Liability Insurance must be carried by Tenant

WITNESS WHEREOF, the said parties hereunto set their hands and seals this _____ day of _____, _____.

WIT:

 LANDLORD
 STEVEN M ROBERTS
 Legal Name of Tenant

 Signature
 EVE ROBERTS OWNER
 NAME/TITLE

 Witness to Tenant

 LANDLORD
 Richard J Bailargeon
 Legal Name of Landlord

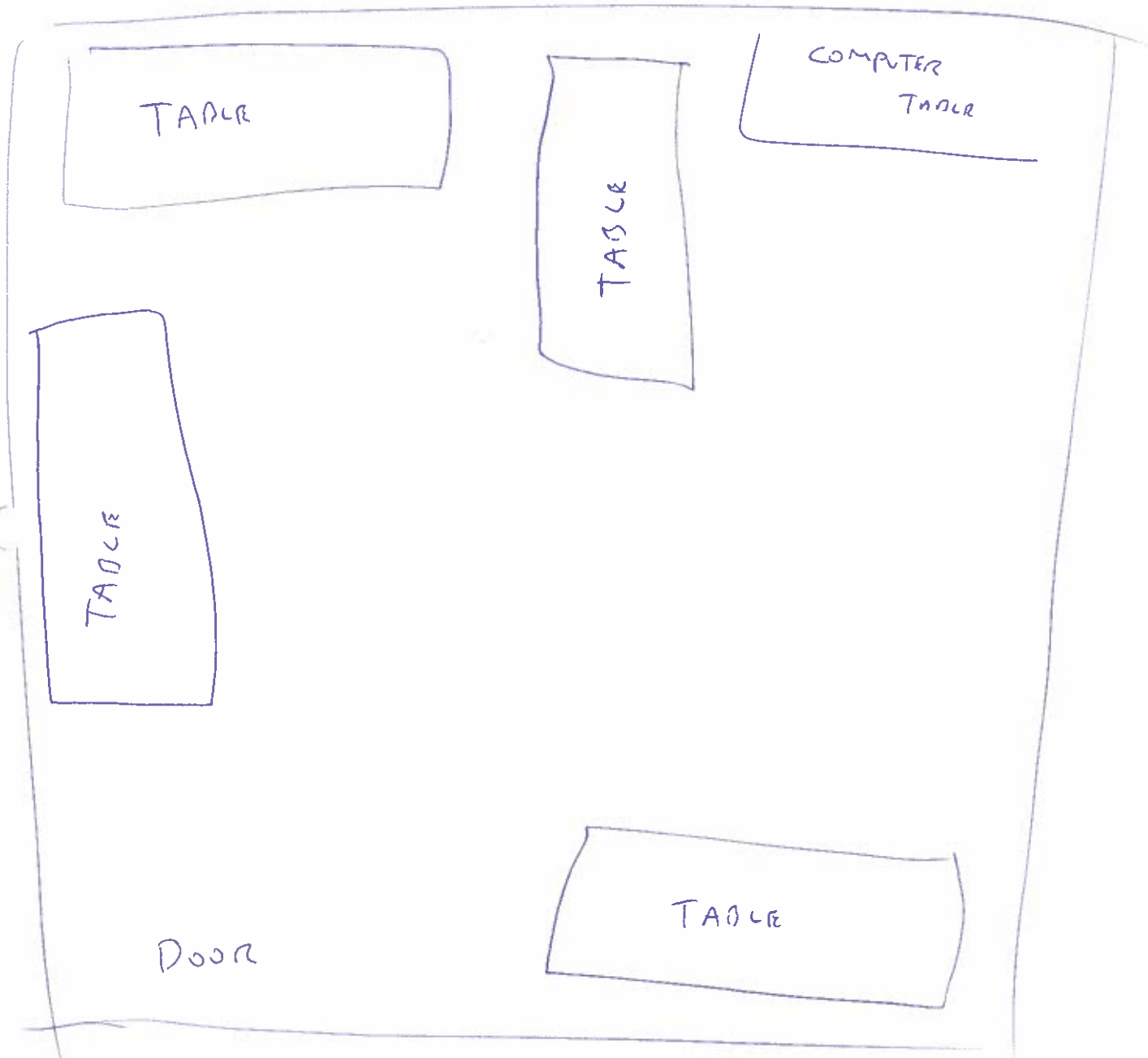
 Signature
 owner
 NAME/TITLE

 Witness to Landlord

OFFICE LAY-OUT

1 DEPOT ST SUITE C

490 SQ. FT



NO CHANGES TO STRUCTURE

NOTICE TO ABUTTERS:

(YOU ARE BEING NOTIFIED AS AN ABUTTER BECAUSE YOUR PROPERTY NEIGHBORS THE APPLICANTS PROPERTY).

NAME OF APPLICANT: STEVEN ROBERTS - MAINE COAST BOOKS 713-4295

THE APPLICANT REQUEST: 1 DEPOT ST SUITE C

OFFICE FOR INTERNET BUSINESS SELLING USED BOOKS
NO RETAIL ON SITE

DATE OF PLANNING BOARD REVIEW: APRIL 1, 2010

LOCATION: Livermore Falls Town Office, Livermore Falls, Maine.

TIME: 6:00 P.M.

DATE NOTICE WAS SENT IN THE MAIL: MARCH 3, 2010

IF YOU ARE RENTING OR LEASING YOUR PROPERTY TO ANOTHER PERSON PLEASE NOTIFY YOUR TENANTS SO THAT THEY MAY ATTEND THE MEETING IF THEY HAVE CONCERNS.