



TOWN OF FREEPORT

Staff Review Board Meeting

Tuesday, May 27, 2025 1:00pm

**Freeport Town Hall Council Chambers – 30 Main Street, Freeport,
Maine**

ITEM I: passivehausMAINE – 35 Main Street – Site Plan Amendment

The applicant is seeking approval for a Site Plan Amendment to change the use of a unit in the existing building from retail trade to business and professional office. Zoning District: Village Commercial 1 District (VC-I); Design Review District 1. Tax Assessor Map 11, Lot 22 (35 Main St). Naomi Beal, passivehausMAINE, applicant; 35 Main A&B Freeport, LLC, owner.

ITEM II: 176 Freeport LLC – 176 US Route 1 – Site Plan Amendment

The applicant is seeking after the fact approval for a Site Plan Amendment to change the use of an existing building on the property from a commercial space to a mixed-use development with commercial space on the first floor and two dwelling units on the second floor to reflect the current use of the property. Zoning District: Commercial 1 District (C-I); Tax Assessor Map 26, Lot 64. 176 Freeport LLC, applicant & owner; Joe Atwood, Dunham Group, representative.

ITEM III: Adjourn.

ADA Notice - Requesting Reasonable Accommodation: Please contact the Town Clerk's Office at (207) 865-4743 or email swilson@freeportmaine.com prior to scheduled meetings or events to discuss auxiliary aids or services needed to participate in Board activities.

The Town of Freeport is an equal opportunity employer and service provider that celebrates diversity and is committed to creating an inclusive environment for our employees and those we serve.



TOWN OF FREEPORT, MAINE
Planning Department
30 Main Street
Freeport, ME 04032
Phone: 207-865-4743
www.freeportmaine.com

TO: FREEPORT STAFF REVIEW BOARD
FROM: JESSICA CHADBOURNE, ASSISTANT TOWN PLANNER
RE: STAFF REPORT
DATE: TUESDAY, MAY 27, 2025

passivehausMAINE – 35 Main Street – Site Plan Amendment

The applicant is seeking approval for a Site Plan Amendment to change the use of a unit in the existing building from retail trade to business and professional office. Zoning District: Village Commercial 1 District (VC-I); Design Review District 1. Tax Assessor Map 11, Lot 22 (35 Main St). Naomi Beal, passivehausMAINE, applicant; 35 Main A&B Freeport, LLC, owner.

Project Location:



Background: The applicant is seeking approval for a site plan amendment to change the use of 35B Main Street. The site currently contains an existing commercial building with associated parking area. The 3,431 sq. ft. space was previously used as a retail location, and the applicant proposes to convert it to a business and professional office use that passivehausMAINE will utilize for workshops, classes, and as an office for 3-8 staff members depending on the day of the week. Business and professional office is considered an allowed use in the Village Commercial 1 District. No changes to the exterior of the site are anticipated, nor does the applicant propose any changes to the building's existing footprint. The applicant does not anticipate that the change in use from retail to professional office will result in an increase in traffic or an increase in demand for parking. Section 514.B.8.d of the Freeport Zoning Ordinance, Off-Street Parking and Loading, requires that uses permitted in the VC-1 District, including professional offices, that are utilizing shared parking, have 2.5 parking spaces for every 1,000 square feet of building area, which for 35B Main Street would result in a requirement of 7.5 parking spaces. As a retail use, the commercial unit would have been required to have more parking as the requirement is 3 parking spaces for every 1,000 sq. ft. of building area. Therefore, the change in use is not expected to result in a higher amount of traffic or require more parking than the previously approved land use. The applicant proposes shifting the existing building mounted lighting over by several feet on the exterior façade of the unit. No changes to the type or amount of lighting are proposed. Minor modifications to exterior lighting can be staff approved, and therefore, this change can be approved by the Staff Review Board. The site is located within the Design Review District. However, no material changes to the exterior of the building are proposed.

Process: Site plan amendments resulting in a change of use from one permitted use to another are eligible for review by the Staff Review Board.

Proposed Findings of Fact: This project requires Site Plan Review. A draft version of proposed findings for each of those sets of standards is presented here for Board review, consideration, and deliberation. Since the findings of fact for any project are findings of the Board, these draft findings can be altered at the meeting as appropriate:

Findings of Fact - Section 602.F. of the Freeport Zoning Ordinance:

- a) **Preservation of Landscape:** The landscape shall be developed in such a manner as to be in keeping with the character of the surrounding neighborhoods and in accordance with good development practice by minimizing tree and soil removal, retaining existing vegetation where desirable, and keeping any grade changes in character with the general appearance of neighboring areas. If a site includes a ridge or ridges above the surrounding areas and provides scenic vistas for surrounding areas, special attempts shall be made to preserve the natural environment of the skyline of the ridge. Existing vegetation and buffering landscaping are potential methods of preserving the scenic vista.

The site is previously developed and the project will not result in an increase of impervious area. Based upon this information, the Board finds that this standard has been met.

- b) **Relation of Proposed Buildings to the Environment:** The design and layout of the buildings and/or other development areas shall encourage safety, including fire protection. Proposed structures shall be related harmoniously to the terrain and to existing buildings and land uses in the vicinity which have a visual relationship to the proposed buildings. Visual compatibility, not uniformity with the surrounding area, shall be emphasized. Special attention shall be paid to the scale (mass), height and bulk, proportions of the proposed buildings, the nature of the open spaces (setbacks, landscaping)

around the buildings, the design of the buildings (including roof style, facade openings, architectural style and details), building materials and signs.

If the structure is in the Design Review District, the Project Review Board shall incorporate the findings of the standards of Chapter 22 - Design Review Ordinance in its Site Plan Review findings.

If the structure is located in a Commercial District (Commercial I, Commercial III and/or Commercial IV), the Staff Review and/or Project Review Board shall incorporate the findings of the standards of Section 527. Performance Standards for Commercial Districts in its Site Plan Review findings.

The site was previously developed with an existing building and parking area. The project proposes no increase to the existing footprint of the building, nor any alterations to the structure or its exterior that may impact its scale, height and bulk, the proportions of the building, its landscaping, or its designs. Based upon this information, the Board finds that this standard has been met.

- c) **Vehicular Access:** The proposed layout of access points shall be designed so as to avoid unnecessary adverse impacts on existing vehicular and pedestrian traffic patterns. Special consideration shall be given to the location, number, and control of access points, adequacy of adjacent streets, traffic flow, sight distances, turning lanes, and existing or proposed traffic signalization and pedestrian-vehicular contacts. The entrance to the site shall meet the minimum sight distance according to any applicable State or municipal standards.

No changes to vehicular access points or sight distances at the site are proposed. Based on this information, the Board finds that this standard has been met.

- d) **Parking and Circulation:** The layout and design of all means of vehicular and pedestrian circulation, including walkways, interior drives, and parking areas shall be safe and convenient and, insofar as practical, shall not detract from the proposed buildings and neighboring properties. General interior circulation, separation of pedestrian and vehicular traffic, service traffic, drive-up facilities, loading areas, and the arrangement and use of parking areas shall be considered.

No changes to the existing parking area are proposed. It is anticipated that the change of the use from retail to professional office will result in a decrease in traffic and parking demands, and there is sufficient parking at the site as well as in the adjacent Town parking lot to meet the ordinance requirements and parking needs of the applicant's proposed use. Based on this information, the Board finds that this standard has been met.

- e) **Surface Water Drainage:** Adequate provisions shall be made for surface drainage so that removal of surface waters will not adversely affect neighboring properties, down-stream conditions, or the public storm drainage system. The increase in rate of runoff in the post development condition shall be held to a zero or less percent of the predevelopment condition unless an engineering study has been performed as described in Section 529.2 of this Ordinance. On-site absorption shall be utilized to minimize discharges whenever possible. All drainage calculations shall be based on a two year, ten year and twenty-five year storm frequency. Emphasis shall be placed on the protection of floodplains; reservation of stream corridors; establishment of drainage rights-of-way and the adequacy of the existing system; and the need for improvements, both on-site and off-site, to adequately control the rate, volume and velocity of storm drainage and the quality of the stormwater leaving the site. Maintenance responsibilities shall be reviewed to determine their adequacy.

The project will not increase the amount of impervious area on the site, and therefore, no impacts to the surface water drainage are anticipated. Based upon his information, the Board finds that this standard has been met.

- f) **Utilities:** All utilities included in the site plan shall be reviewed as to their adequacy, safety, and impact on the property under review and surrounding properties. The site plan shall show what provisions are being proposed for water supply, wastewater, solid waste disposal and storm drainage. Whenever feasible, as determined by the Project Review Board, all electric, telephone and other utility lines shall be installed underground. Any utility installations above ground shall be located so as to have a harmonious relationship with neighboring properties and the site.

No changes to utilities are proposed as part of this project. Based upon this information, the Board finds that this standard has been met.

- g) **Advertising Features:** The size, location, texture and lighting of all exterior signs and outdoor advertising structures or features shall not detract from the layout of the property and the design of proposed buildings and structures and the surrounding properties and shall not constitute hazards to vehicles and pedestrians.

No new signs are proposed at this time. Based upon this information, the Board finds that this standard has been met.

- h) **Special Features:** Exposed storage areas, exposed machinery installations, service areas, truck loading areas, utility buildings and structures, similar accessory areas and structures, shall be subject to such setbacks, screen plantings or other screening methods as shall reasonably be required to prevent their being incongruous with the existing or contemplated environment and the surrounding properties.

No special feature areas are proposed. Based upon this information, the Board finds that this standard has been met.

- i) **Exterior Lighting:** All exterior lighting shall be designed to encourage energy efficiency, to ensure safe movement of people and vehicles, and to minimize adverse impact on neighboring properties and public ways. Adverse impact is to be judged in terms of hazards to people and vehicular traffic and potential damage to the value of adjacent properties. Lighting shall be arranged to minimize glare and reflection on adjacent properties and the traveling public. For all proposed lighting, the source of the light shall be shielded and the light should be directed to the ground, except in the case of ground sign lighting. In the Village Commercial 1 and 2 Districts, lighting for pedestrian walkways and adjacent public sidewalks shall also be provided.

No changes to the exterior lighting are proposed as part of this application. Based upon this information, the Board finds that this standard has been met.

- j) **Emergency Vehicle Access:** Provisions shall be made for providing and maintaining convenient and safe emergency vehicle access to all buildings and structures at all times.

No changes to the site or internal access for emergency vehicles are proposed. Based upon this information, the Board finds that this standard has been met.

- k) **Landscaping:** Landscaping shall be designed and installed to define, soften, or screen the appearance of off-street parking areas from the public right(s)-of-way and abutting properties, to enhance the physical design of the building(s) and site, and to minimize the encroachment of the proposed use on neighboring land uses. Particular attention should be paid to the use of planting to break up parking

areas. The landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal, retaining existing vegetation where desirable, and keeping any grade changes in character with the general appearance of neighboring areas. Landscaping shall be provided as part of the overall site plan design and integrated into building arrangements, topography, parking and buffering requirements. Landscaping may include trees, bushes, shrubs, ground cover, perennials, annuals, plants, grading and the use of building and paving materials in an imaginative manner.

No changes to site landscaping are proposed. Based upon this information, the Board finds that this standard has been met.

l) Environmental Considerations: A site plan shall not be approved unless it meets the following criteria:

- (1) Will maintain safe and healthful conditions;
- (2) Will not result in water pollution, erosion, or sedimentation to surface waters;
- (3) Will adequately provide for the disposal of all wastewater;
- (4) Will not have an adverse impact on spawning grounds, fish, aquatic life, bird or other wildlife habitat;
- (5) Will conserve shore cover and visual, as well as actual, points of access to inland and coastal waters;
- (6) Will protect archaeological and historic resources as designated in the Comprehensive Plan;
- (7) Will not adversely affect existing commercial fishing or maritime activities in the Marine Waterfront District;
- (8) Will avoid problems associated with floodplain development and use; and
- (9) Is in conformance with the standards of Section 306, Land Use Standards, of the Town of Freeport Shoreland Zoning Ordinance.

The parcel is not within the Marine Waterfront District or the Shoreland Zone. There will be no increase in impervious area as a result of this project and, therefore, no negative impacts to water pollution or erosion are anticipated. No wetlands will be impacted. Based upon this information, the Board finds that this standard has been met.

m) Erosion and Sedimentation: The proposed site shall be constructed in accordance with the Maine Department of Environmental Protection's Best Management Practices and shall not cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy situation results.

There are no proposed changes to the site or its landscaping that might result in erosion, and no proposed increase in impervious area that might reduce the land's capacity to hold water. Based upon this information, the Board finds that this standard has been met.

Conclusion: Based on these facts the Board finds that this project meets the criteria and standards of the Freeport Zoning Ordinance.

Proposed Motion: Be it ordered that the Freeport Staff Review Board approve a Site Plan Amendment for passivehausMAINE for a change of use from retail trade to business and professional office for a portion of the existing building at 35 Main Street (Tax Assessor Map 11, Lot 22), application dated 5/12/2025, finding that it meets the standards of Section 602 Freeport Zoning Ordinance, with the following conditions of approval:

- 1) This approval incorporates by reference all supporting plans that amend the previously approved plans submitted by the applicant and their representatives at Project Review Board meetings and

hearings on the subject application to the extent that they are not in conflict with other stated conditions.

- 2) That Prior to construction, the applicant obtain any applicable permits from the Freeport Codes Enforcement Department.

176 Freeport LLC – 176 US Route 1 – Site Plan Amendment

The applicant is seeking after the fact approval for a Site Plan Amendment to change the use of an existing building on the property from a commercial space to a mixed-use development with commercial space on the first floor and two dwelling units on the second floor to reflect the current use of the property. Zoning District: Commercial 1 District (C-I); Tax Assessor Map 26, Lot 64. 176 Freeport LLC, applicant & owner; Joe Atwood, Dunham Group, representative.

Project Location:



Background:

The applicant is seeking after the fact approval for a site plan amendment to change the use of the existing building on the site from entirely commercial space to a mixed-use development with a commercial unit on the first floor and two residential units on the second floor in order to better represent the current use of the property. Mixed Use Developments are an allowable land use in the Commercial 1 District.

The property was approved in 2003 for a Site Plan Review by the Project Review Board for the expansion of the first-floor bookstore space as well as the creation of a second-story office space. The understanding of the applicant at that time was that one existing residential dwelling unit would remain on the second floor along with the office space, however, the Project Review Board approval in 2003 did not reflect this and approved the entire second floor as office space. Since this approval, the second floor of the building has been used as two dwelling units; one assumed to be grandfathered, and one new unit which was not approved. Therefore, currently the building is only approved for an office use on the

second floor while it is being utilized as two dwelling units instead. The current application before the Staff Review Board is to rectify this and formally change the use of the property to a mixed-use development to represent the commercial use of the first floor as well as the two second-floor residential dwelling units.

According to Section 409.C.1. of the Freeport Zoning Ordinance, dwellings units within mixed-use developments on the west side of US Route 1 in the Commercial 1 district are required to have a minimum of 10,000 sq .ft. of land area per dwelling unit. The property at 176 US Route 1 is a 1-acre parcel which is more than adequate to meet the 20,000 sq .ft. of land area required for the two existing residential units. As part of the 2003 site plan approval, the applicant identified 12 existing parking spaces, as well as a possible 14 additional parking spaces which could be built if needed. The Project Review Board approved the parking plan on the condition that the applicant would build those 14 additional parking spaces as the need arose. As the parking demand for two residential dwelling units is not anticipated to be more than the previously approved second floor office space, no proposed changes to the parking area proposed.

There are no proposed exterior alterations to the building or site as part of this change of use application.

Process: Site plan amendments resulting in a change of use are eligible for review by the Staff Review Board.

Proposed Findings of Fact: This project requires Site Plan Review. A draft version of proposed findings for each of those sets of standards is presented here for Board review, consideration, and deliberation. Since the findings of fact for any project are findings of the Board, these draft findings can be altered at the meeting as appropriate:

Findings of Fact - Section 602.F. of the Freeport Zoning Ordinance:

- a) **Preservation of Landscape:** The landscape shall be developed in such a manner as to be in keeping with the character of the surrounding neighborhoods and in accordance with good development practice by minimizing tree and soil removal, retaining existing vegetation where desirable, and keeping any grade changes in character with the general appearance of neighboring areas. If a site includes a ridge or ridges above the surrounding areas and provides scenic vistas for surrounding areas, special attempts shall be made to preserve the natural environment of the skyline of the ridge. Existing vegetation and buffering landscaping are potential methods of preserving the scenic vista.

The site is previously developed and the project will not result in an increase of impervious area. Based upon this information, the Board finds that this standard has been met.

- b) **Relation of Proposed Buildings to the Environment:** The design and layout of the buildings and/or other development areas shall encourage safety, including fire protection. Proposed structures shall be related harmoniously to the terrain and to existing buildings and land uses in the vicinity which have a visual relationship to the proposed buildings. Visual compatibility, not uniformity with the surrounding area, shall be emphasized. Special attention shall be paid to the scale (mass), height and bulk, proportions of the proposed buildings, the nature of the open spaces (setbacks, landscaping) around the buildings, the design of the buildings (including roof style, facade openings, architectural style and details), building materials and signs.

If the structure is in the Design Review District, the Project Review Board shall incorporate the findings of the standards of Chapter 22 - Design Review Ordinance in its Site Plan Review findings.

If the structure is located in a Commercial District (Commercial I, Commercial III and/or Commercial IV), the Staff Review and/or Project Review Board shall incorporate the findings of the standards of Section 527. Performance Standards for Commercial Districts in its Site Plan Review findings.

The site was previously developed with an existing building and parking area. The project proposes no increase to the existing footprint of the building, nor any alterations to the structure or its exterior that may impact its scale, height and bulk, the proportions of the building, its landscaping, or its designs. Based upon this information, the Board finds that this standard has been met.

- c) **Vehicular Access:** The proposed layout of access points shall be designed so as to avoid unnecessary adverse impacts on existing vehicular and pedestrian traffic patterns. Special consideration shall be given to the location, number, and control of access points, adequacy of adjacent streets, traffic flow, sight distances, turning lanes, and existing or proposed traffic signalization and pedestrian-vehicular contacts. The entrance to the site shall meet the minimum sight distance according to any applicable State or municipal standards.

No changes to vehicular access points or sight distances at the site are proposed. Based on this information, the Board finds that this standard has been met.

- d) **Parking and Circulation:** The layout and design of all means of vehicular and pedestrian circulation, including walkways, interior drives, and parking areas shall be safe and convenient and, insofar as practical, shall not detract from the proposed buildings and neighboring properties. General interior circulation, separation of pedestrian and vehicular traffic, service traffic, drive-up facilities, loading areas, and the arrangement and use of parking areas shall be considered.

There are currently 12 parking spaces on site. The current site plan for the property was approved by the Project Review Board in 2003, at which time the applicant requested a waiver and a condition was imposed that the 14 additional parking spaces indicated on the 2003 site plan would be built only as the need arose. The proposed use of the second floor for two dwelling units is not anticipated to create a need for additional parking beyond the previously approved office use. Therefore, no expansion to the parking area is proposed. Based on this information, the Board finds that this standard has been met.

- e) **Surface Water Drainage:** Adequate provisions shall be made for surface drainage so that removal of surface waters will not adversely affect neighboring properties, down-stream conditions, or the public storm drainage system. The increase in rate of runoff in the post development condition shall be held to a zero or less percent of the predevelopment condition unless an engineering study has been performed as described in Section 529.2 of this Ordinance. On-site absorption shall be utilized to minimize discharges whenever possible. All drainage calculations shall be based on a two year, ten year and twenty-five year storm frequency. Emphasis shall be placed on the protection of floodplains; reservation of stream corridors; establishment of drainage rights-of-way and the adequacy of the existing system; and the need for improvements, both on-site and off-site, to adequately control the rate, volume and velocity of storm drainage and the quality of the stormwater leaving the site. Maintenance responsibilities shall be reviewed to determine their adequacy.

The project will not increase the amount of impervious area on the site, and therefore, no impacts to the surface water drainage are anticipated. Based upon his information, the Board finds that this standard has been met.

- f) **Utilities:** All utilities included in the site plan shall be reviewed as to their adequacy, safety, and

impact on the property under review and surrounding properties. The site plan shall show what provisions are being proposed for water supply, wastewater, solid waste disposal and storm drainage. Whenever feasible, as determined by the Project Review Board, all electric, telephone and other utility lines shall be installed underground. Any utility installations above ground shall be located so as to have a harmonious relationship with neighboring properties and the site.

No changes to utilities are proposed as part of this project. Based upon this information, the Board finds that this standard has been met.

- g) Advertising Features:** The size, location, texture and lighting of all exterior signs and outdoor advertising structures or features shall not detract from the layout of the property and the design of proposed buildings and structures and the surrounding properties and shall not constitute hazards to vehicles and pedestrians.

No new signs are proposed. Based upon this information, the Board finds that this standard has been met.

- h) Special Features:** Exposed storage areas, exposed machinery installations, service areas, truck loading areas, utility buildings and structures, similar accessory areas and structures, shall be subject to such setbacks, screen plantings or other screening methods as shall reasonably be required to prevent their being incongruous with the existing or contemplated environment and the surrounding properties.

No special feature areas are proposed. Based upon this information, the Board finds that this standard has been met.

- i) Exterior Lighting:** All exterior lighting shall be designed to encourage energy efficiency, to ensure safe movement of people and vehicles, and to minimize adverse impact on neighboring properties and public ways. Adverse impact is to be judged in terms of hazards to people and vehicular traffic and potential damage to the value of adjacent properties. Lighting shall be arranged to minimize glare and reflection on adjacent properties and the traveling public. For all proposed lighting, the source of the light shall be shielded and the light should be directed to the ground, except in the case of ground sign lighting. In the Village Commercial 1 and 2 Districts, lighting for pedestrian walkways and adjacent public sidewalks shall also be provided.

No changes to the exterior lighting are proposed as part of this application. Based upon this information, the Board finds that this standard has been met.

- j) Emergency Vehicle Access:** Provisions shall be made for providing and maintaining convenient and safe emergency vehicle access to all buildings and structures at all times.

No changes to the site or internal access for emergency vehicles are proposed. Based upon this information, the Board finds that this standard has been met.

- k) Landscaping:** Landscaping shall be designed and installed to define, soften, or screen the appearance of off-street parking areas from the public right(s)-of-way and abutting properties, to enhance the physical design of the building(s) and site, and to minimize the encroachment of the proposed use on neighboring land uses. Particular attention should be paid to the use of planting to break up parking areas. The landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal, retaining existing vegetation where desirable, and keeping any grade changes in character with the general appearance of neighboring areas. Landscaping shall be provided as part of the overall site plan design and integrated into building arrangements, topography, parking and buffering requirements. Landscaping may include trees, bushes, shrubs, ground cover, perennials,

annuals, plants, grading and the use of building and paving materials in an imaginative manner.

No changes to site landscaping are proposed. Based upon this information, the Board finds that this standard has been met.

l) Environmental Considerations: A site plan shall not be approved unless it meets the following criteria:

- (1) Will maintain safe and healthful conditions;
- (2) Will not result in water pollution, erosion, or sedimentation to surface waters;
- (3) Will adequately provide for the disposal of all wastewater;
- (4) Will not have an adverse impact on spawning grounds, fish, aquatic life, bird or other wildlife habitat;
- (5) Will conserve shore cover and visual, as well as actual, points of access to inland and coastal waters;
- (6) Will protect archaeological and historic resources as designated in the Comprehensive Plan;
- (7) Will not adversely affect existing commercial fishing or maritime activities in the Marine Waterfront District;
- (8) Will avoid problems associated with floodplain development and use; and
- (9) Is in conformance with the standards of Section 306, Land Use Standards, of the Town of Freeport Shoreland Zoning Ordinance.

The parcel is not within the Marine Waterfront District or the Shoreland Zone. There will be no increase in impervious area as a result of this project and, therefore, no negative impacts to water pollution or erosion are anticipated. No wetlands will be impacted. Based upon this information, the Board finds that this standard has been met.

m) Erosion and Sedimentation: The proposed site shall be constructed in accordance with the Maine Department of Environmental Protection's Best Management Practices and shall not cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy situation results.

There are no proposed changes to the site or its landscaping that might result in erosion, and no proposed increase in impervious area that might reduce the land's capacity to hold water. Based upon this information, the Board finds that this standard has been met.

Conclusion: Based on these facts the Board finds that this project meets the criteria and standards of the Freeport Zoning Ordinance.

Proposed Motion: Be it ordered that the Freeport Staff Review Board approve a Site Plan Amendment for 176 Freeport LLC to change the existing use of 176 US Route 1 (Tax Assessor Map 26, Lot 64) to a mixed-use development, application dated 5/15/2025, finding that it meets the standards of Section 602 Freeport Zoning Ordinance, with the following conditions of approval:

- 1) This approval incorporates by reference all supporting plans that amend the previously approved plans submitted by the applicant and their representatives at Project Review Board meetings and hearings on the subject application to the extent that they are not in conflict with other stated conditions.
- 2) Prior to construction, the applicant obtain any applicable permits from the Freeport Codes Enforcement Department.

DESIGN REVIEW NARRATIVE
NAOMI CO BEAL
PASSIVHAUSMAINE
207 | 710.9478

passivhausMAINE: 35B Main St.

The space is currently empty but was previously used for retail. phME will use the first floor for workshop and classroom spaces for our education program and a small exhibit space that is open to the public. The second floor will be used for office and conference room space.

PROGRAMMING TRAFFIC Our current plans for educational programming have an average of 4-10 events per month with an average of 5-20 participants per event. Estimating the casual passers-by entering the space, we expect perhaps 30-50/month on average. In total, I'm guessing less foot traffic (and corresponding cars) than the space previously attracted as a major retail brand.

DAILY STAFF phME's staff will still be a hybrid in-person/remote mix and generally wouldn't expect more than 3 of us daily with Mondays expected to be the full group of 5-8 people. (phME has a staff of 5 and 5 contracted specialists)

Over the next five years we anticipate a doubling of traffic, programming and 2-3 more staff.

SIGNAGE

This will be a project that comes a bit later in the year.

COMMERCIAL LEASE (NET LEASE)

1. **PARTIES** 35 Main A & B Freeport LLC, a Maine limited liability company with a mailing address of P.O. Box 156, North Vassalboro, ME 14989, (LANDLORD), hereby leases to passivhausMAINE, a Maine non-profit corporation with a mailing address of 139 S. Freeport Rd, Freeport, ME 04032, (TENANT), and TENANT hereby leases from LANDLORD the following described premises (the "leased premises") .
2. **PREMISES** The leased premises are deemed to contain 3,431+/- square feet of space on the 1st and 2nd floors and 1,378+/- square feet of space in the basement of the building located at 35 Main St., Freeport, ME, as more particularly shown on Exhibit A attached hereto, together with the right to use, in common with others entitled thereto, the hallways, stairways, and elevators, necessary for access to the 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. TENANT acknowledges that: a) LANDLORD has made no representations and TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof.
3. **TERM** The term of this Lease shall be for Five (5) years unless sooner terminated as herein provided, commencing on the later of February 1, 2025, or within Thirty (30) Days of substantial completion of Landlord's work, with Tenant having access to the leased premises upon lease execution, not to be prior to January 2, 2025.
4. **RENT** TENANT shall pay to LANDLORD the following base rent:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1	\$ 60,840.00	\$5,070.00
2	\$ 62,684.00	\$5,224.00
3	\$ 64,577.00	\$5,381.00
4	\$ 66,504.00	\$ 5,542.00
5	\$ 68,499.00	\$ 5,708.00

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 NA. 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. At the request of either party, LANDLORD and TENANT shall execute a memorandum confirming the actual commencement date of this Lease.

5. **SECURITY DEPOSIT** Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Five Thousand Seventy Dollars (\$5,070.00), 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. TENANT shall immediately replenish the Security Deposit at any time it is applied or used by LANDLORD.
6. **RENT ADJUSTMENT** TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, Fourteen percent (14.00 %) of all real estate taxes on the land and buildings of which the leased premises are a part in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT.
 - A. **TAXES**
 - B. **OPERATING COSTS** TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, Fourteen percent (14.00%) of all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building, appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, water and sewer and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. TENANT'S share of operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S real estate taxes and operating expenses for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes and operating expenses also showing TENANT'S share of the same. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases.

8. UTILITIES

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building, (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year, to furnish elevator service, if installed as a part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

9. USE OF LEASE PREMISES

TENANT shall use the leased premises for the purpose of general office, displays, training and education.

10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the leased premises and/or TENANT'S use and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

11. MAINTENANCE

A. TENANT'S OBLIGATIONS

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises to keep the leased premises (including without limitation windows, doors and all interior systems) in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

B. LANDLORD'S OBLIGATIONS

LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof.

12. ALTERATIONS- ADDITIONS

TENANT shall not make any alterations or additions or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, or permit anyone except TENANT to use any part of the leased premises for desk space for mailing privileges without on each occasion obtaining prior written consent of LANDLORD which consent may be withheld in LANDLORD'S sole discretion.

TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

13. ASSIGNMENT-SUBLEASING

Except as hereinafter provided, TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance which consent may be withheld in LANDLORD'S sole discretion.

Without limiting the generality of the foregoing, LANDLORD shall not unreasonably withhold its consent to a request by TENANT either (i) to assign this Lease, or (ii) to sublet the entire leased premises to a single entity, in either case subject to all terms and conditions of this Lease. The provisions of the last sentence shall not apply to any subsequent request to assign this Lease or sublet the leased premises. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT, interest in an LLC or similar entity, or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.

Without limiting the generality of the foregoing, Tenant shall be permitted to share a portion of the leased premises with third parties ("Permitted Occupants") on a temporary or ongoing basis, on the following terms and conditions:

Permitted Occupants:

- a) Such Permitted Occupants are businesses, organizations, or individuals whose primary mission, activities, or business operations align with those of the Tenant and are consistent with the use permitted under this Lease.
- b) The Tenant remains responsible for all obligations under the Lease, including but not limited to rent, maintenance, insurance, and compliance with all applicable laws.
- c) Tenant shall not grant any exclusive rights to any Permitted Occupant, and no such occupant shall obtain any independent tenancy or subtenancy rights or claims to the leased premises.
- d) Tenant shall at all times remain the primary occupant of the leased premises and responsible for its conduct and the conduct of any Permitted Occupant throughout the entire leased premises.

Terms of Space Sharing:

- a) The Tenant shall have the right to enter informal space-sharing arrangements (including co-working, desk rentals, or event use) with Permitted Occupants without requiring Landlord's prior written consent, provided that no such arrangement extends beyond 12 months in duration.
- b) If any Permitted Occupant will occupy the leased premises on a continuous basis for more than 12 months, the Tenant must obtain the Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.
- c) All Permitted Occupants must prior to occupancy execute a written agreement with the Tenant that includes:
 - i. An acknowledgment that the space-sharing arrangement creates no tenancy or subtenancy interest whatsoever.
 - ii. An agreement to abide by all terms and conditions of this Lease.
 - iii. An indemnification clause protecting both Tenant and Landlord from claims arising from the Permitted Occupant's use of the Premises.

A copy of each such written agreement shall be provided to Landlord promptly upon request.

Landlord Rights & Notice:

- a) Tenant shall provide Landlord with an updated list of all Permitted Occupants on a quarterly basis, including the nature of their use and anticipated duration.
- b) Landlord retains the right to terminate the occupancy rights of any Permitted Occupant in the event such occupant violates any provision of this Lease, causes a nuisance, or otherwise interferes with the quiet enjoyment of the property by other tenants.
- c) The Tenant shall not use this provision to circumvent the Lease's general restrictions on assignment or subletting, and any arrangement that materially alters the primary occupancy of the Premises shall require Landlord's prior written consent as first provided in this Section 13.

Liability and Insurance:

a) Tenant shall remain liable for any injury or damage caused by Permitted Occupants, their agents, servants, employees or invitees on or about the leased premises, common areas, and the building of which the leased premises are a part.

b) Permitted Occupants shall be required to carry appropriate insurance coverage, or alternatively, Tenant shall ensure that its own insurance provides adequate coverage for such occupants. Evidence of such insurance coverage shall be provided to Landlord promptly upon request.

14. SUBORDINATION
AND QUIET
ENJOYMENT

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises; provided TENANT covenants that it holds the Premises subject to all easements, covenants, and other matters of record, and agrees to abide by same to the extent the same affect the leased premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by LANDLORD or LANDLORD'S lender.

15. LANDLORD'S
ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing the leased premises and to keep the signage affixed without hindrance or molestation. LANDLORD also reserves the right at any time to affix to any suitable part of the leased premises a notice for selling the leased premises or property of which the leased premises are a part and to keep the signage affixed without hindrance or molestation.

16. INDEMNIFICATION
AND LIABILITY

TENANT will defend and, except to the extent caused solely by the gross negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT), or any document, settlement or other agreements related to this Lease. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or negligence of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by TENANT or others.

17. TENANT'S
LIABILITY
INSURANCE

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with commercial general liability coverage, in such amounts and with such companies and against such risks, as LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000) combined single limit with deductibles of not more than \$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. TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Section.

18. 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 another 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 the premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary contained herein, 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.

19. DEFAULT AND BANKRUPTCY

In the event that:

- (a) 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 (such written notice not being required if a prior written notice has been given under this section within the preceding twelve (12) months); or
- (b) 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 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 without limitation real estate commissions and costs of renovating the premises to suit any new tenant.

20. 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 upon mailing 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.

21. 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.

22. 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 and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all

Hazardous Materials, which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state 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.

23. **LIMITATION OF LIABILITY** TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD or any of LANDLORD's partners, managers, or owners, it being agreed that LANDLORD and any other such party is not personally liable for any such judgment. The provision 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 and any other such party. Under no circumstances shall LANDLORD ever be liable for lost profits, indirect or consequential damages.
24. **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 written 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 lender or holder from rent thereafter due and accruing but shall look solely to LANDLORD for satisfaction of such claim.
25. **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 covenant, condition, or duty.
26. **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.
27. **HOLDOVER** If TENANT fails to vacate the leased premises at the termination of this Lease, then 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.
28. **JURY TRIAL WAIVER** 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.
29. **MISCELLANEOUS** 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 submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a 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. Time is of the essence of this agreement. 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.

30. BROKERAGE

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. In the event of any brokerage claims against LANDLORD as a result of the foregoing warranty and representation being false, 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 Malone Commercial Brokers ("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.

LANDLORD agrees to pay Malone Commercial Brokers a commission upon execution of this Lease.

31. OTHER PROVISION

It is also understood and agreed that the Landlord shall provide improvements as outlined on Exhibit B.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this day: [Click or tap here to enter text.](#)

2/5/2025

TENANT:

passivhausMAINE
Legal Name of Tenant

Signature

Naomi Beal/Executive Director

LANDLORD:

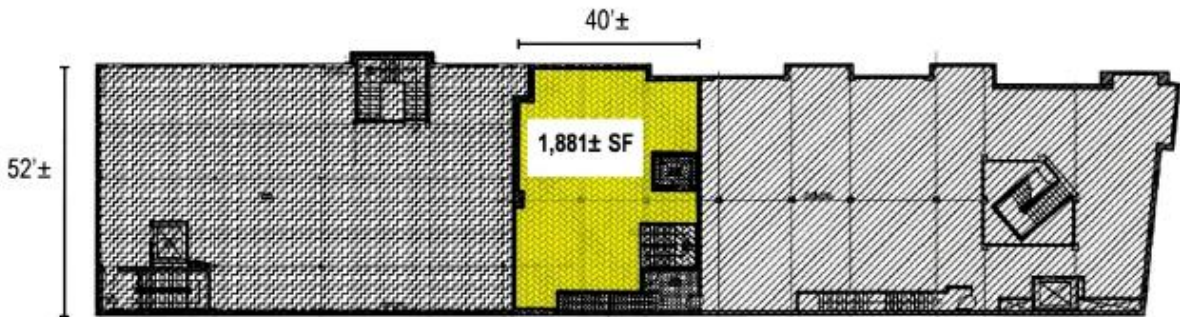
35 Main A&B Freeport LLC
Legal Name of Landlord

Signature

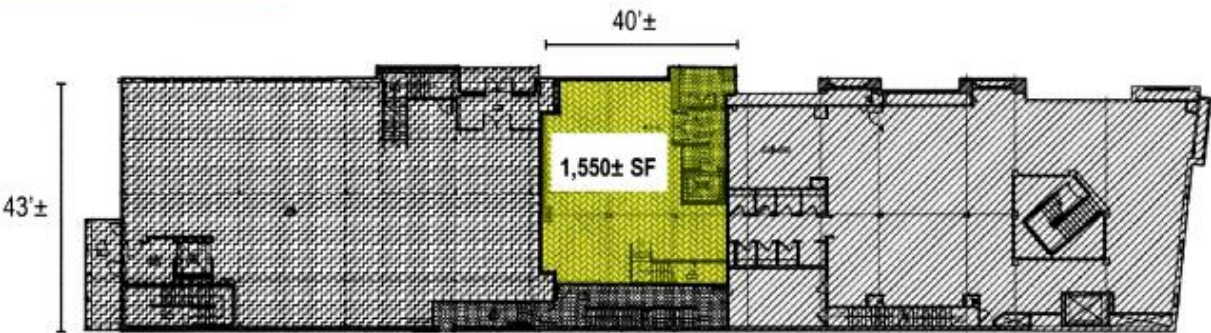
Veronika Carlson, Manager

EXHIBIT A

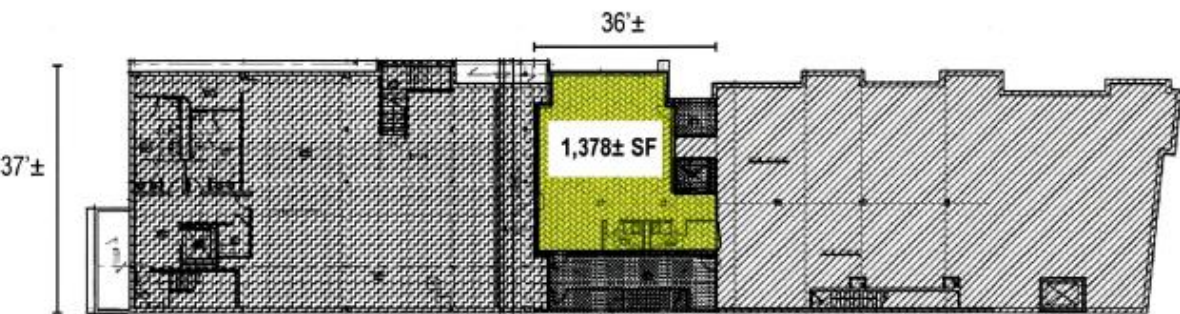
2ND FLOOR



1ST FLOOR



BASEMENT



Initial
NB

DS
[Signature]

EXHIBIT B

LANDLORD SHALL PROVIDE THE FOLLOWING IMPROVEMENTS:

1. Electrical Service Panels – Two (2) 200 amp, 120/208 3-phase, 4 wire service.
2. Restroom(s) –Landlord to provide two working restrooms, as currently located in the basement and accessed by the elevator and stairway. Fixtures and accessories include toilet(s), a hot water heater, exhaust fan(s), light fixture(s) and code compliant outlets.
3. Floors – Floors leveled and patched as needed to be ready for Tenant’s installation of its flooring.
4. Walls - drywall over stud, taped, sanded, primed and one finish coat of white paint. Removal of any unnecessary walls as required by code.
5. Electrical Outlets - to be provided per code and/or as required by the tenant with a maximum of five (5) per floor.
6. Lighting – finished lighting to be installed throughout the space, or a reasonable allowance to be provided for the tenant to install its own preferred lighting.
7. Air Conditioning and Heating – The existing HVAC units to be serviced and provided in good working condition, adequately distributed throughout the leased premises.
8. Sprinklers – Provided and spaced per local code.
9. Emergency Exit Signage – Landlord to provide all emergency exit signage as required by local code.
10. Landlord warrants that upon delivery to tenant the Lease space shall be in conformance with Town of Freeport’s building codes for the Tenant’s intended use.
11. The Tenant shall provide finished flooring along with any additional interior finishes or mechanical equipment required for the Tenant’s intended use.

Initial
NB

DS




American Eagle
Clothing store



Banana Republic
Factory Store
Summer Occasions



35 Main Street Outlet
Shopping mall



Howard Pl

35A



Abacus



Sip House



Google





Planning and Zoning Permit Application

Date: 05/15/2025

Property Information

Present Use: Commercial Retail/Office
Site Address:
Assessor's Office:
Lot:

Parcel Size: 1
Zoning District:

Applicant / Owner

Applicant Name: Joe Atwood
Address: 9 Providence Ave
City, State, Zip: Falmouth, ME 04105
Phone: 2078997373
Email: Joe@dunhamgroup.com
Own Abutting: No

Owner Name: 176 Freeport LLC
Address: 54 Aquila Road
City, State, Zip: Raymond, ME 04071
Phone: 2075570937
Email: dave@twobrothersbooks.com
Interest in Abutting: NO

Engineer / Billing Contact

Engineer Name:
Address:
City, State, Zip:
Phone:
Email:

Billing Contact:
Address:
City, State, Zip:
Phone:
Email:

Parking Recalculation

Current Business:

Project Information

Permit Type: Other
Project Name: 176 US Route 1 - Change of Use
Proposed Use: Mixed Use - First floor retail, second floor residential

Site Plan Review: ☒
Design Review: ☐
Subdivision: ☐
Zoning Ordinance: ☐
Other: ☐

Design Review:
Building Class:
of Signs:
Sign Materials:
Sign Dimensions:
Internal Illuminated:
Lighting Proposed:

Hazardous Fill:
Water Altered:
Dam:
Slope:
Environ Impact:
Waiver Request:
Color Overly:
of Buildings: 1
Gross Sq.Ft.: 3,380
Zoning BOA: No
Proposed Lots: 1
Waiver Request: No
Sign: ☐
Parking Recalc: ☐
Filling of Land: ☐

Sign Location:

Proposed Signs/Lighting/Time/Hrs:

Project Description: Change to mixed use building, first floor retail, second floor two residential units. The building is currently set up this way and has been for some time. The first floor is retail, the second floor has two occupied residential units, one of which is original and grandfathered, the other is permitted as business office, not residential.

I do hereby certify that the information contained herein is true and correct.

Joe Atwood
Name

05/15/2025
Date

176 US Route 1 - Narrative of current and proposed use:

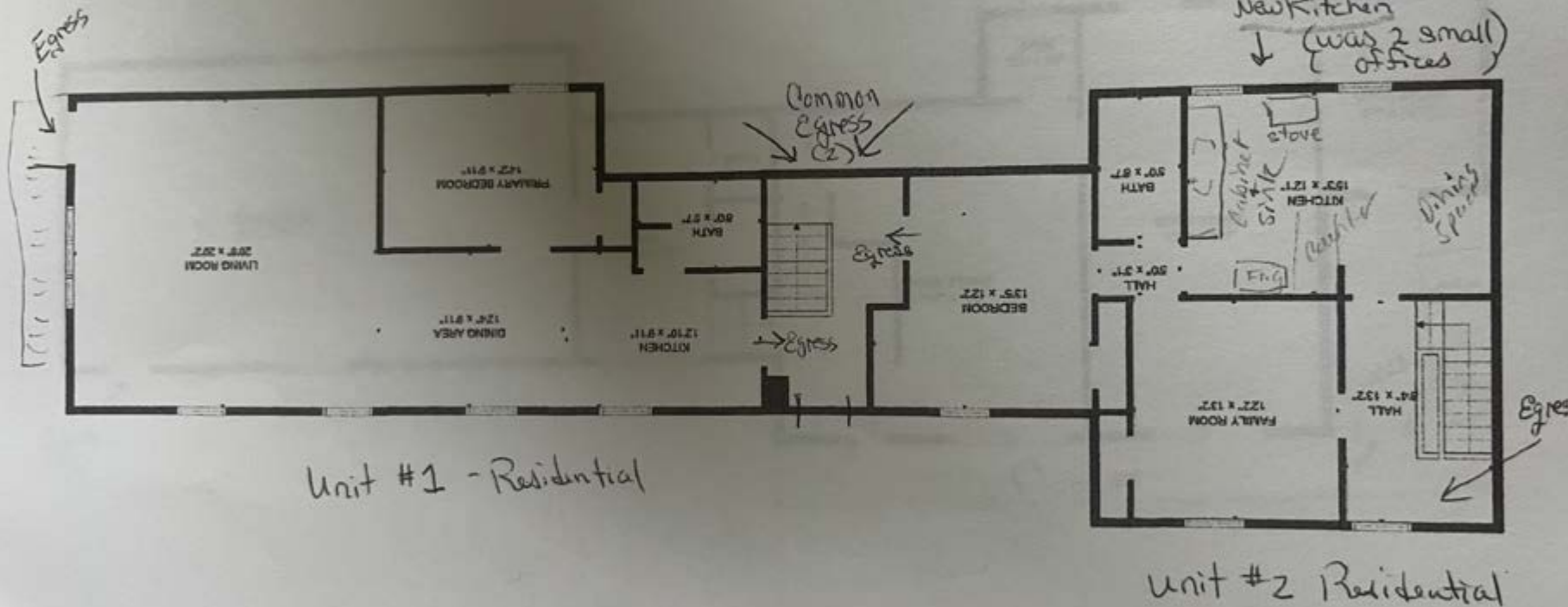
176 US Route historically was a residential structure. It's use was changed from mixed use to fully commercial office in 2003 for the purpose of expanding the book store. The understanding by the owner was that the underlying residential use never went away and was grandfathered in.

The second floor consists of two EXISTING residential units, one of which has always been a residence, the other unit was originally a mortgage office, but has been an occupied residential unit for years. The owner would like to continue to utilize the second floor as residential rental units, and in an effort to ensure the property is compliant with required codes, we are requesting a change of use to a mixed use building to support commercial on the first floor and residential on the second floor.

There will be no construction needed as a result of the conversion to "mixed use" as the residential units are already in place and rented out, and no major changes requiring building permits were done in order to support the current use as residential.

176 US Rt 1
Freeport
2nd Floor

I 295 Side



Rt 1 side

DETAILS REPORT****Note:** Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Book/Vlm/Page	File Date
17316	DEED	33949/80	04/18/2017
Street	Street Name	Description	
Grantors	Grantees	Street	Property Description
YOUNG DAVID B	176 FREEPORT LLC , ONE HUNDRED SEVENTY SIX FREEPORT LLC		
References			
Book/Vlm/Page	Description	Recorded year	
Legal Description\Remarks			
Lot	Block	Subdivision	Plat

WARRANTY DEED
(Maine Statutory Short Form)

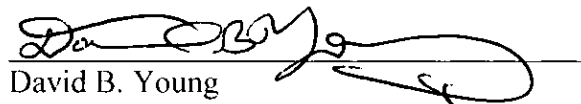
KNOW ALL PERSONS BY THESE PRESENTS, that, **David B. Young**, an individual, with a mailing address of 54 Aquila Road, Raymond, Maine, grants to **176 Freeport, LLC**, a Maine limited liability company with a mailing address of 54 Aquila Road, Raymond, County of Cumberland and State of Maine, with warranty covenants, a certain lot or parcel of land, with any buildings thereon, situated at 176 US Route 1, Town of Freeport, County of Cumberland and State of Maine, as more fully described in Exhibit A attached hereto.

See Exhibit A

Meaning and intending to convey the same premises conveyed to Grantor David B. Young by deed dated November 9, 2009, from June G. Doughty and recorded in the Cumberland County Registry of Deeds Book 15842, Page 121.

Witness my hand and seal this 13th day of April, 2017.


Witness


David B. Young

STATE OF MAINE
COUNTY OF CUMBERLAND

April 13, 2017

Then personally appeared the above-named, David B. Young, and acknowledged the foregoing to his free act and deed.

Before me,

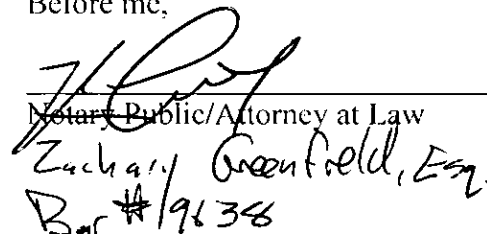

Notary Public/Attorney at Law
Zachary Greenfield, Esq.
Bar #19638

EXHIBIT A

A certain lot or parcel of land, with the buildings thereon, situated on the northwesterly side of Route One in the Town of Freeport, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the northwesterly side of Route One at the southeasterly corner of land now or formerly of Louis L. Karras; thence northwesterly along said Karras land a distance of one hundred ninety (190) feet, more or less, to land taken by the State of Maine in condemnation proceedings dated May 25, 1955, and recorded in the Cumberland County Registry of Deeds in Book 2184, Page 471, a Plan of which is recorded in said Registry of Deeds in Plan Book 48, Page 58; thence North 53 degrees 11' East along said land now or formerly of the State of Maine, a distance of three hundred sixty (360) feet, more or less, to land now or formerly of Corliss; thence southeasterly along said land now or formerly of Corliss, a distance of one hundred ninety (190) feet, more or less, to the northwesterly sideline of said Route One; thence southwesterly along the northwesterly sideline of said Route One, a distance of three hundred sixty (360) feet, more or less, to the point of beginning.

This premises is subject to Notice of Taken and Condemnation proceedings by the State of Maine as described in a documents dated May 25, 1955 and recorded in said Registry of Deeds in Book 2184, Page 471 and as described in a document dated September 14, 1955 and recorded in said Registry of Deeds in Book 2249, Page 265.

Received
Recorded Register of Deeds
Apr 18, 2017 11:14:28A
Cumberland County
Nancy A. Lane


FW: FW: 176 US Route 1 Staff Review Board Application

From Joe Atwood <joe@dunhamgroup.com>

Date Tue 5/20/2025 10:02 AM

To Jessica Chadbourne <jchadbourne@freeportmaine.com>

Cc David Young <dave@twobrothersbooks.com>; Sharon Young <syoun0252@gmail.com>

 2 attachments (198 KB)

176 US 1 Deed.pdf; 176 Freeport LLC Corp Report .pdf;

**** CAUTION EXTERNAL EMAIL ****

Hi Jessica,

Please see the email below from Dave and Sharon Young granting me permission to act as their representative during this process. They are CC'd here as well if further confirmation is needed.

I have also attached a copy of the Deed along with a document from the Secretary of State showing Sharon as the registered agent of the LLC that owns the property.

I will deliver a check to town hall later today. Please let me know if you need anything else from us to ensure we are on the docket for the May 27th meeting at 1pm. I will be present for this meeting.

Thanks!

Joe

Joe Atwood



Two Monument Square, Suite 602

Portland, ME 04101

207-773-7100-Office

207-899-7373-Mobile

Joe@dunhamgroup.com

www.dunhamgroup.com | [My Listings](#) | [My Profile](#) | [LinkedIn](#)

[Click Here for the 2025 Greater Portland Office Market Survey](#)

[Click Here For the 2025 Greater Portland Industrial Market Survey](#)

The information in this email, and any attachments, may contain confidential information and is intended solely for the attention and use of the named addressee(s). It must not be disclosed to any person(s) without written authorization. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are not authorized to, and must not, disclose, copy, distribute, or retain this message or any part of it. If you have received this communication in error, please notify the sender immediately. Emails sent or received shall neither constitute acceptance of conducting transactions via electronic means nor shall create a binding contract in the absence of a fully signed written agreement.

From: Sharon Young <syoung0252@gmail.com>
Date: Monday, May 19, 2025 at 1:59 PM
To: Joe Atwood <joe@dunhamgroup.com>
Cc: David Young <dave@twobrothersbooks.com>
Subject: Re: FW: 176 US Route 1 Staff Review Board Application

Please accept this email communication as authorization for Joe Atwood to act as our representative in the matter before the Staff Review Committee regarding our property at 176 USRoute 1.

Sharon Young &
David B Young
Cell Phone: (207) 632-0075
Email: syoung0252@gmail.com

On Mon, May 19, 2025, 1:34 PM Joe Atwood <joe@dunhamgroup.com> wrote:

Hi Dave and Sharon,

See below from the town. I can dig up the deed, but can you just send me an email or a word doc granting me permission to act as your representative?

I will pay the application fee and we can handle reimbursement when you return from your trip.

Let me know if you have any questions!

-Joe

From: Jessica Chadbourne <jchadbourne@freeportmaine.com>
Date: Monday, May 19, 2025 at 10:53 AM
To: Joe Atwood <joe@dunhamgroup.com>
Subject: [176 US Route 1](#) Staff Review Board Application

You don't often get email from jchadbourne@freeportmaine.com. [Learn why this is important](#)

Good morning Joe,

We received your site plan review application through the website and I've got a couple of notes for you:

- **Copy of the Deed.** We need proof of right, title, or interest as part of the application packet, which can be satisfied in most instances where the applicant owns the property in question by providing us with a copy of the deed as evidence of ownership
- **Letter of Representation.** If you are going to be representing the applicant's interests at the Staff Board Meeting, we need a letter from the property owner granting you permission to act as their representative.

In order for us to get materials posted and provided to the Board for review ahead of the meeting, we do need to have the above documents by the morning of **Thursday, May 22** if at

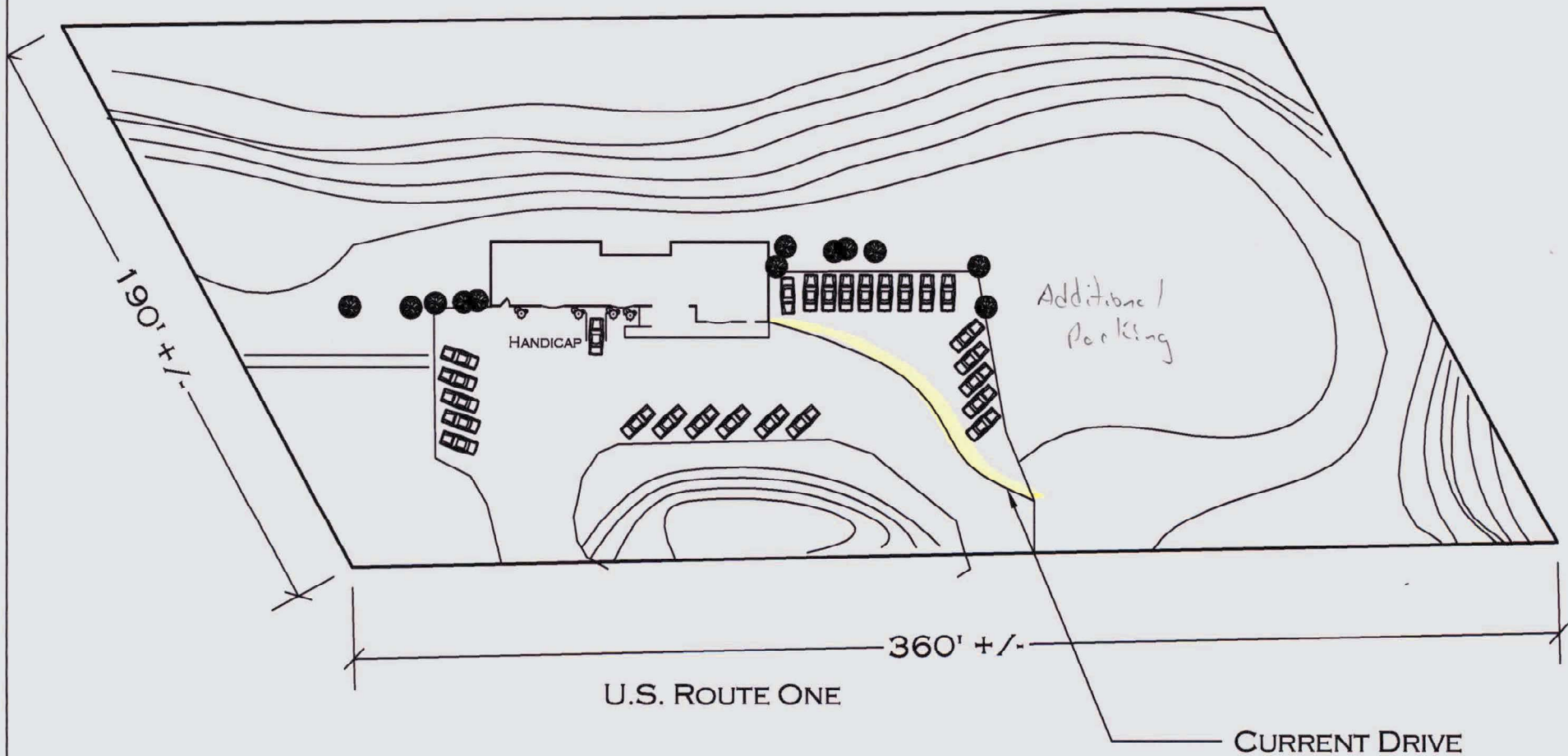
YOUNG PROPOSED PLOT

176 RT. 1

Fcc# fccfreboo1021 revision# 1 2 3 4

USA IMPERIAL NORTH EAST

PRINT DATE 9-12-2002

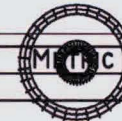
**Freeport Conservatory Company**

180 Route One Freeport, Maine 04032

Tel/Fax 207-865-0899

DESIGNED LOADS STATE OF: MAINE VERMONT
NEW HAMPSHIRE MASS. CONN.

IMPERIAL

DESIGNED LOADS: WIND SHEER xx KPSI xxx MPH
ROOF LOADING xx.x KG/900 CM/2 xx IMPERIAL LBS./FT/2

SQ. FT. =

CONSERV. SQ. FT. =

LN. FT. =

Designers Signature

SUBJECT LOCATION: FREEPORT, MAINE USA

Property of
The Freeport Conservatory Company