

**CITY OF LEWISTON**  
**PLANNING BOARD MEETING**  
Monday, March 25, 2013 – 5:30 P.M.  
Third Floor Conference Room  
Lewiston City Building  
27 Pine Street, Lewiston

## **AGENDA**

**I. ROLL CALL**

**II. ADJUSTMENTS TO THE AGENDA**

**III. CORRESPONDENCE**

**IV. PUBLIC HEARINGS:**

An application submitted by TFH Architects on behalf of Veterans, Inc. to increase the number of residential dwelling units from 11 to 25 at 393 Main Street (formerly St. Joseph's School) for use by veterans. The remaining space will be office space incidental to the residential use.

**V. OTHER BUSINESS:**

- a) Staff discussion: proposed subdivision amendment – Pinard Farms.
- b) Any other business Planning Board Members may have relating to the duties of the Lewiston Planning Board.

**VIII. READING OF THE MINUTES:** Motion to adopt the draft minutes from February 25, 2013 and March 11, 2013.

**VII. ADJOURNMENT**



## CITY OF LEWISTON

### Department of Planning & Code Enforcement



**TO: Planning Board**  
**FROM: David Hediger, City Planner**  
**DATE: March 21, 2013**  
**RE: March 25, 2013 Planning Board Agenda Item IV(a)**

**An application submitted by TFH Architects on behalf of Veterans, Inc. to increase the number of residential dwelling units from 11 to 25 at 393 Main Street (formerly St. Joseph's School) for use by veterans.**

TFH Architects on behalf of Veterans, Inc. has submitted an application to increase the number of residential dwelling units from 11 to 25 at 393 Main Street (formerly St. Joseph's School) for use by veterans. These dwelling units will provide transitional housing for men in a safe, drug- and alcohol-free facility. The goal of this housing and related support services is to give veterans a stable base from which to find or hold a job, continue their physical or mental recovery and, ultimately, return to independent living. This property of 34,282 square feet consists of a 13,987 square foot, three-story vacant school building.

As the Board will recall, the property at 393 Main Street is currently zoned community business (CB) in which multifamily dwellings are a permitted use. The applicant has received a favorable recommendation from the Planning Board and unanimous approval at the City Council's first hearing to conditionally rezone the property to the downtown residential (DR) zoning district. The CB district has a minimum net lot area requirement of 3,000 square feet per dwelling unit limiting the number of units on this site to 11 as approved by the Board: four units with three bedrooms; five units with two bedrooms; two units as efficiencies. By conditionally rezoning the property to DR, the minimum net lot requirement is reduced to 1,250 square feet per dwelling unit. The property is 34,282 square feet which would allow for a maximum of 27 dwelling units on the property. The applicant is proposing 25 units. The increased number of dwelling units will allow for veterans to live independently in efficiency units and will no longer have to share a unit with another individual. The site will provide 30 parking spaces as required by Article XII, Section 16 of the Zoning and Land Use Code. As with their original application, unused portions of the site are proposed to remain paved, impervious surfaces. While not required, staff encourages the applicant to add green space to the site. The applicant previously suggested such improvements may be considered once the site becomes operational.

The City Council's final hearing of this proposed conditional rezoning is scheduled for March 26, 2013. Upon approval from the Council, the rezoning becomes effective in 30 days. Therefore, staff recommends as a condition of approval that no building permits are issued for construction of the 25 units until the effective adoption date of the conditional rezoning, April 26, 2013.

This project is subject to development review approval from the Planning Board being the conversion of an existing building into a residential use that results in the creation of three or more units regulated as a subdivision. Therefore, this project is being considered pursuant to Article XIII, Sections 4 and 5 of the Zoning and Land Use Code.

**ACTIONS NECESSARY**

1. Make a motion to consider an application submitted by TFH Architects on behalf of Veterans, Inc. to increase the number of residential dwelling units from 11 to 25 at 393 Main Street for use by veterans;
2. Obtain input on the application;
3. Make a determination that the application is complete;
4. Make a motion finding that the application meets all of the necessary criteria contained in the Zoning and Land Use Code, including Article XIII, Section 4 and 5 of the Zoning and Land Use Code and to grant approval to Veterans Inc. to increase the number of residential dwelling units from 11 to 25 at 393 Main Street for use by veterans, subject to any concerns raised by the Planning Board or staff.



### Transmittal

To: David Hediger  
Deputy Planner, City of Lewiston  
City Building, 27 Pine St. 3rd Floor  
Lewiston, ME 04240

From: Ryan Senatore

Cc: TFH File

Project: #1121 – Veterans Housing at 393 Main St Date: 2/28/13

**We Transmit:**

- Herewith                       Under separate cover                       In accordance with your request

**For Your:**

- Approval                       Distribution                       Information
- Record                       Review & Comment                       Use                       \_\_\_\_\_

**The Following:**

- Drawings                       Shop Drawings                       Product Literature                       Change Order
- Specifications                       Samples                       CD/DVD                       \_\_\_\_\_

Copies	Date	Rev. No.	Description	Action
5	2/28/13		Site Plan Drawing Package	
5	2/28/13		Cover Letter	
5	2/28/13		Application Fee Check	
5	2/28/13		Site Plan Application and Checklist	
5	2/28/13		Purchase and Sale	
5	2/28/13		Financial Capacity	

- A. Action indicated on item transmitted                      B. No action required                      C. For signature and return to this office  
D. For signature and forwarding as noted below                      E. See Remarks below

If enclosures are not as noted, please inform us immediately.

**Remarks:**

**Copies to:** TST, File



February 28, 2013

David Hediger  
Deputy Planner, City of Lewiston  
City Building  
27 Pine St.  
3rd Floor  
Lewiston, ME 04240

RE: 393 Main Street, Lewiston

Dear Mr. Hediger,

On Behalf of our client, Veterans Inc., please see the attached Application for Site Plan Approval for the proposed project located at 393 Main Street. The project includes revising the previously approved 11 dwelling units to 25 units within the existing structure.

To summarize the aspects of the project in regard to zoning, the multifamily dwelling unit use is permitted in the DR zone and our proposed 25 units is within the maximum density allowed. We are providing 30 parking spaces of which 30 are required by our proposed use.

In regard to the Proposed project meeting Article XIII section 4 – Approval Criteria, we summarize the following:

- (a) Utilization of the Site – as this is a re-use of an existing building and very minimal site work thus utilization of the site should be met.
- (b) Traffic movement – see the attached parking analysis, the proposed use has less intense parking requirement than the previous use.
- (c) Access to into the Site – this will remain unchanged from the present condition
- (d) Internal vehicular circulation – this will remain very similar to the existing condition with some parking space restriping
- (e) Pedestrian Circulation – the existing condition will remain primarily unchanged with some repairs to occur at the Main Street entry accessible ramp.
- (f) Storm water Management – the current storm water condition should be improved slightly as we are proposing new pervious landscaped areas at the end of the parking lot which are now asphalt areas.
- (g) Erosion Control – this should not be an issue.
- (h) Water Supply – an additional waterline service is proposed to serve the building as a new sprinkler system is proposed and will require two independent services

- (i) Sewage Disposal – the building is on public sewer and this will system remain unchanged
- (j) Utilities – the existing building has three phase electrical service to meet the needs of the proposed use, it has natural gas service, and existing telephone service available.
- (k) Natural Features – the existing natural features of the site will remain unchanged by the proposed development.
- (l) Groundwater Protection – the impact on groundwater should remain unchanged by the proposed project.
- (m) Water and Air Pollution – the proposed project should not change the previous use's water and air pollution condition at the site.
- (n) Exterior Lighting – the exterior lighting condition will remain unchanged from the current facility
- (o) Waster Disposal – the site previously had two dumpsters on site, this will remain unchanged with the proposed development
- (p) Lot Layout – the overall lot layout will remain unchanged, parking striping will be revised and two new landscape areas added at the end of the parking lot
- (q) Landscaping – two new landscaped areas with a tree in each will be installed at the end of the parking lot.
- (r) Shoreland Relationship – remain unchanged
- (s) Open Space – the site has a covered exterior area for residents to use at the rear of the property, as this is an urban site, residents also have access to city recreation amenities within walking distance.
- (t) Technical and Financial Capacity – see attached document
- (u) Buffering – the current buffering will remain unchanged
- (v) Compliance with District Regulations – see the zoning analysis on the attached site plan, the proposed design is in accordance with the DR – Downtown Residential District regulations.
- (w) Performance Standards – the design should be in accordance with applicable performance standards

In regard to the Proposed project meeting Article XIII section 5 – Coordination with state subdivision law, we summarize the following:

- (1) The proposed development will not alter the previous use's water or air pollution
- (2) The project has sufficient water available
- (3) The project will not cause an unreasonable burden on the existing water supply
- (4) The project will not cause unreasonable soil erosion or reduce the capacity of the land to hold water
- (5) The project will not cause unreasonable highway or public road congestion or unsafe conditions with respect to use of highway or public roads
- (6) The site's sewage waste disposal system will remain unchanged
- (7) The project will not alter the existing two dumpster solid waste disposal condition
- (8) The project will not affect the current scenic or natural beauty of the area
- (9) We believe the proposed project is in compliance with the City code and comprehensive plan
- (10) See the attached documentation of financial capacity
- (11) The project will not change the current condition of its impact on nearby water bodies
- (12) The project will not change its existing impact on groundwater
- (13) The site is not within the 'FIRM Flood Zone 1979' per City of Lewiston GIS mapping.
- (14) The project will not alter solar access conditions that presently exist

In regard to the Proposed project meeting Article XIII section 8 – Additional Standards for multi-unit residential developments, we summarize the following:

- (1) Relationship of residences and open spaces – each unit has access to recreation and open spaces
- (2) Buffering – the existing buffering condition will remain unchanged
- (3) Recreation facilities - the site has a covered exterior area for residents to use at the rear of the property, as this is an urban site, residents also have access to city recreation amenities within walking distance.
- (4) Private outdoor space – the project does not provide private outdoor space for each individual dwelling unit but does provide shared outdoor space for the use of the residents only
- (5) Storage – the project provides interior storage in excess of 400 cu ft for each dwelling unit.
- (6) Open Space – the site has +/-60% open space.

Thank you and please contact me with any questions,



Ryan Senatore AIA, LEED-AP  
Project Architect

TFH Architects  
80 Middle Street  
Portland ME 04101  
207.775.6141



## PROJECT DATA

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

### IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	Existing, unchanged	sq. ft.
Proposed Total Paved Area	Existing, unchanged	sq. ft.
Proposed Total Impervious Area	Existing, unchanged	sq. ft.
Proposed Impervious Net Change	0	sq. ft.
Impervious surface ratio existing	Existing, unchanged	% of lot area
Impervious surface ratio proposed	Existing, unchanged	% of lot area

### BUILDING AREA/LOT

#### COVERAGE

Existing Building Footprint	13,987	sq. ft.
Proposed Building Footprint	13,987	sq. ft.
Proposed Building Footprint Net change	0	sq. ft.
Existing Total Building Floor Area	32,364	sq. ft.
Proposed Total Building Floor Area	32,364	sq. ft.
Proposed Building Floor Area Net Change New Building	0	sq. ft.
Building Area/Lot coverage existing	no	(yes or no)
Building Area/Lot coverage proposed	40.8%	% of lot area

#### ZONING

Existing	CB
Proposed, if applicable	DR

#### LAND USE

Existing	RESIDENTIAL
Proposed	

#### RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	11 - PREVIOUSLY APPROVED
Proposed Number of Residential Units	25
Subdivision, Proposed Number of Lots	

#### PARKING SPACES

Existing Number of Parking Spaces	27 - PREVIOUSLY APPROVED
Proposed Number of Parking Spaces	30
Required Number of Parking Spaces	30
Number of Handicapped Parking Spaces	3

#### ESTIMATED COST OF PROJECT

1,000,000

**DELEGATED REVIEW AUTHORITY CHECKLIST**

**SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT**

Existing Impervious Area \_\_\_\_\_ sq. ft.  
 Proposed Disturbed Area \_\_\_\_\_ sq. ft.  
 Proposed Impervious Area \_\_\_\_\_ sq. ft.

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

**TRAFFIC ESTIMATE**

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

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

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

**Zoning Summary**

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

<b>Regulations</b>	<b><u>Required/Allowed</u></b>	<b><u>Provided</u></b>
Min Lot Area	/	_____
Street Frontage	/	_____
Min Front Yard	/	_____
Min Rear Yard	/	_____
Min Side Yard	/	_____
Max. Building Height	/	_____
Use Designation	/	_____
Parking Requirement	1 space/ per	_____ square feet of floor area
Total Parking:	/	_____
Overlay zoning districts (if		

any): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Urban impaired stream watershed? YES/NO If yes, watershed

name \_\_\_\_\_

## DEVELOPMENT REVIEW APPLICATION SUBMISSION

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

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

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

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

**Auburn:** [www.auburnmaine.org](http://www.auburnmaine.org) under City Departments/ Planning and Permitting/Land Use Division/Zoning Ordinance

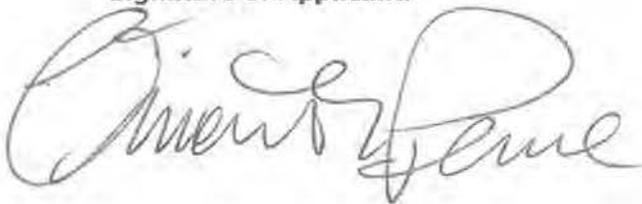
**Lewiston:** <http://www.ci.lewiston.me.us/clerk/ordinances.htm> Refer to Appendix A of the Code of Ordinances

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

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

Signature of Applicant:

Date:



6 MAR 2013

# Development Review Checklist

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



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

PROJECT NAME: Veterans Housing at the Former St. Josephs School

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 393 Main Street,  
194-366

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

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

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

<b>Landscape Plan</b>					
	Greenspace Requirements	<u>n/a</u>			
	Setbacks to Parking	<u>n/a</u>			
	Buffer Requirements	<u>n/a</u>			
	Street Tree Requirements	<u>n/a</u>			
	Screened Dumpsters	x			
	Additional Design Guidelines	<u>n/a</u>			
	Planting Schedule	<u>n/a</u>			
<b>Stormwater &amp; Erosion Control Plan</b>					
	Compliance w/ chapter 500	<u>n/a</u>			
	Show Existing Surface Drainage				
	Direction of Flow				
	Location of Catch Basins, etc.				
	Drainage Calculations				
	Erosion Control Measures				
	Maine Construction General Permit				
	Bonding and Inspection Fees				
	Post-Construction Stormwater Plan				
	Inspection/monitoring requirements				
	Third Party Inspections (Lewiston only)				
<b>Lighting Plan</b>		<u>n/a</u>			
	Full cut-off fixtures				
	Meets Parking Lot Requirements				
<b>Traffic Information</b>		<u>n/a</u>			
	Access Management				
	Signage				
	PCE - Trips in Peak Hour				
	Vehicular Movements				
	Safety Concerns				
	Pedestrian Circulation				
	Police Traffic				
	Engineering Traffic				
<b>Utility Plan</b>					
	Water	<u>existing</u>			
	Adequacy of Water Supply				
	Water main extension agreement				
	Sewer	<u>existing</u>			
	Available city capacity				
	Electric	<u>existing</u>			
	Natural Gas	<u>existing</u>			
	Cable/Phone	<u>existing</u>			

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<b>Natural Resources</b>					
	Shoreland Zone	n/a			
	Flood Plain				
	Wetlands or Streams				
	Urban Impaired Stream				
	Phosphorus Check				
	Aquifer/Groundwater Protection				
	Applicable State Permits				
	No Name Pond Watershed (Lewiston only)				
	Lake Auburn Watershed (Auburn only)				
	Taylor Pond Watershed (Auburn only)				
<b>Right Title or Interest</b>					
	Verify	x			
	Document Existing Easements, Covenants, etc.	x			
<b>Technical &amp; Financial Capacity</b>		x			
	Cost Est./Financial Capacity				
	Performance Guarantee				
<b>State Subdivision Law</b>					
	Verify/Check	x			
	Covenants/Deed Restrictions	n/a			
	Offers of Conveyance to City	n/a			
	Association Documents	n/a			
	Location of Proposed Streets & Sidewalks	x			
	Proposed Lot Lines, etc.	existing			
	Data to Determine Lots, etc.	n/a			
	Subdivision Lots/Blocks	n/a			
	Specified Dedication of Land	n/a			
<b>Additional Subdivision Standards</b>					
	Single-Family Cluster (Lewiston only)	n/a			
	Multi-Unit Residential Development (Lewiston only)	x			
	Mobile Home Parks	n/a			
	Private Commercial or Industrial Subdivisions (Lewiston only)	n/a			
	PUD (Auburn only)	n/a			
<b>A jpeg or pdf of the proposed site plan</b>		x			

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

<b>Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving</b>					
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City of Auburn Planning and Permitting Department – 60 Court Street, Suite 104 –  
Auburn, ME 04210–Tel. (207)333-6601

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



**MaineHousing**  
Maine State Housing Authority

March 16, 2010

Dr. Roger Casey  
US Department of Veterans Affairs  
VA Homeless Providers Grant and Per Diem Field Office  
10770 N. 46<sup>th</sup> Street, Suite C-200  
Tampa, FL 33617

Dear Dr. Casey:

If this proposal is funded, Maine State Housing Authority will commit \$455,082 to Veterans Inc. for match to be made available to the VA Homeless Providers Grant and Per Diem program. These funds will be made available on October 1, 2010.

Sincerely,

Dale McCormick  
Executive Director

## PURCHASE AND SALE AGREEMENT

(393 Main Street, Lewiston, Maine)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of MARCH 16, 2012 (the "Effective Date"), by and between Roman Catholic Bishop of Portland, a corporation sole, existing under the laws of the State of Maine, with a Chancery at 510 Ocean Ave., Portland, Maine ("Seller") and Veterans Inc., a Massachusetts non-profit corporation having a usual place of business at 69 Grove Street, Worcester, Massachusetts ("Purchaser").

### ARTICLE I.

#### DEFINITIONS

1.1 Certain Definitions. In addition to terms defined elsewhere in this Agreement, each of the following terms shall have the following meanings when used herein:

"Agreement" shall mean this Purchase and Sale Agreement.

"Appurtenances" shall have the meaning given to such term in Section 2.1.

"Closing" shall have the meaning given to such term in Section 8.1.

"Closing Date" shall have the meaning given to such term in Section 8.1.

"Condemnation" shall mean a Taking and/or a Requisition.

"Effective Date" shall have the meaning given to such term in the preamble paragraph of this Agreement.

"Governmental Authority" means any federal, state, county, municipal or other government or governmental or regulatory arbitrator, board, body, commission, court, instrumentality, or other administrative, judicial, quasi-governmental or quasi-judicial tribunal, authority or agency of competent authority.

"Impositions" shall mean all taxes of every kind and nature (including real, *ad valorem*, personal property, gross income, franchise, withholding, profits and gross receipts taxes) on or with respect to the Property; all charges and/or taxes for any easement or agreement maintained for the benefit of the Property; all general and special assessments, levies, permits, inspection and license fees on or with respect to the Property; all water and sewer rents and other utility charges on or with respect to the Property; and all other public charges and/or taxes

{K0460882.1}

whether of a like or different nature, against Seller, Purchaser or any of the Property as a result of or arising in respect of the ownership, occupancy, leasing, use, maintenance, operation, management, repair or possession of the Property, or any activity conducted on the Property, including any gross rent tax, sales or use tax, transaction privilege and use tax, occupancy tax or excise tax levied by any governmental body.

"Improvements" shall have the meaning given to such term in Section 2.1.

"Land" shall have the meaning given to such term in Section 2.1.

"Law" shall mean any constitution, statute, code, ordinance, regulation, judicial or administrative decision or other rule of law.

"Legal Requirement" or "Legal Requirements" shall mean, as the case may be, any one or more of all present and future Laws, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, of every duly constituted governmental authority or agency and all covenants, restrictions and conditions now of record which may be applicable to all or any part of or interest in the Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Property.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, trustee of a trust, unincorporated organization, Governmental Authority or any other entity.

"Purchase Price" shall have the meaning given to such term in Section 3.1.

"Purchaser" shall have the meaning given to such term in the preamble paragraph of this Agreement.

"Requisition" shall mean any temporary condemnation or confiscation of the use or occupancy of the Property by any Governmental Authority, civil or military, whether pursuant to an agreement with such Governmental Authority in settlement of or under threat of any such requisition or confiscation, or otherwise.

"Seller" shall have the meaning given to such term in the preamble paragraph of this Agreement.

"Taking" shall mean any taking of the Property in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of any agreement with any condemnor in settlement of or under threat of any such condemnation or other eminent domain proceedings or by any other means, or any *de facto* condemnation.

"Title Company" shall mean a nationally recognized title insurance company selected by Purchaser.

## ARTICLE II.

### SALE OF THE PROPERTY

#### 2.1. Subject Property.

(a) For the consideration and upon and subject to the terms, provisions and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, that certain parcel of real property which is more fully described on Exhibit A attached hereto (the "Land") and all improvements (the "Improvements") and appurtenances (the "Appurtenances") located on or pertaining to the Land (the Land, Improvements and Appurtenances being collectively referred to herein as the "Property").

(b) The "Property" shall be deemed to include the following other property, rights and easements:

(i) all equipment and fixtures of every kind and nature located on the Land;

(ii) all rights, title and interest, if any, of Seller in, to and with respect to any land lying in the bed of any street, road, avenue or way, open or proposed, in front of or adjoining the Property, to the center thereof;

(iii) rights of way and easements for access and utilities, and all other easements appurtenant to the Property, including but not limited to privileges or rights of way over adjoining premises inuring to the benefit of the Property or the fee owner thereof and over such streets, lots, avenues and ways, and any and all other appurtenances, privileges and hereditaments belonging to or in any way appertaining to the Property; and

(iv) paved parking areas, attached garages, if any, driveways, landscaping, storm drainage, lighting, and all other site improvements located on the Land.

(c) The Seller shall also convey to Purchaser on or before the Closing Date the following:

(i) Contracts: All of Seller's interests in any service contracts pertaining to the property (the "Service Contracts"), which Purchaser desires to assume; and

(ii) Intangible Property: All of Seller's assignable interests in any warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy which benefit the Property, if any.

(d) The Purchaser shall pay for such survey and survey report of the Property as it desires or as is required to delete survey exceptions as provided under Section 2.2 below.

2.2. Conveyance and Title. The Property is to be conveyed to the Purchaser (or to the nominee designated by the Purchaser by written notice to the Seller) at the Closing by a good

and sufficient quitclaim with covenant deed of the Seller conveying a good and clear record and marketable title to the same, of record and in fact, which shall also be (i) of such quality as the Title Company will insure at regular rates, on the standard ALTA form, without material exception (including, (provided that the title insurer provides the opportunity for Purchaser and Seller to provide appropriate indemnities for deletion of exceptions and in the case of survey, provided that the Purchaser commissions a survey and survey report), no exception for survey or mechanic's liens or tenants in possession) and (ii) free from all material defects, liens and encumbrances except the following:

- (a) Real estate taxes for the current fiscal year not yet due and payable.
- (b) Provisions of the building and zoning ordinances of the City of Lewiston.
- (c) Any liens for municipal betterments assessed after the Effective Date of this Agreement.

Seller will at the Closing deliver possession of the Property vacant, unoccupied, and free of any occupancy, tenancy or rights under license. At the Closing, the Property shall be in compliance with the provisions of any instrument of record affecting title to the Property and in substantially the same condition as now exists.

2.2 Title Provisions. The Property shall not be considered in compliance with the title provisions of this Agreement unless:

- (a) all Improvements, if any, and all means of access to the Property and all parking shall be located completely within the boundary lines of the Property and shall not encroach upon or under the property of any other person or entity;
- (b) no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the Property; and
- (c) the Property shall abut and have direct access to a public way duly laid out or accepted as such by the City of Lewiston, Maine with sufficient frontage to meet all legal requirements.

If the Seller shall be unable to give title as herein stipulated, then the Seller shall use reasonable efforts to remove any defects in title, and thereupon the time for performance hereof shall be extended for a period of up to three (3) successive periods of twenty one (21) days each from any time otherwise specified for Closing. The Seller shall not be required to expend more than \$1,000.00 in using reasonable efforts under this Section 2.2 (exclusive of consensual monetary encumbrances). If at the expiration of the extended time, the Seller shall have failed so to remove any defects in title, or if any other condition hereof shall not be satisfied, then at the Purchaser's option, the Deposit shall be forthwith returned to Purchaser with interest thereon, and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, provided that the Purchaser shall have the option, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the Property without reduction in purchase price, in which case, Seller shall convey such title as

Seller can deliver to Purchaser by Release Deed and the Purchaser shall pay the purchase price, in which case Purchaser shall be deemed to have elected to accept title in its then-current state, without recourse against Seller with respect to title.

2.3 Casualty and Condemnation. The Seller shall deliver the Property in the same condition at the Closing as on the Effective Date. If, prior to the Closing, any Improvements are damaged by fire or other casualty or are affected by Condemnation proceedings, the Purchaser's obligations hereunder shall be conditioned upon the Seller's restoration of such damage, which Seller may or may not undertake in Seller's sole discretion. If Seller undertakes to restore the damage and by such time this Agreement has not been cancelled or terminated, then the Closing Date shall be extended for a reasonable period to afford the Seller the opportunity to restore the damage, provided that any steps taken by Seller to preserve the Property in the event of fire or other casualty shall not constitute steps to restore the damage. With regard to Condemnation, the Seller may, at Seller's option, elect to cancel the Agreement or take title notwithstanding the Condemnation, in which event this Agreement shall remain in full force and effect without change in the selling price and the Seller, at the Closing, shall assign, transfer and set over to the Purchaser all the Seller's right, title and interest in and to any awards that may be made for such Condemnation, but Purchaser under such assignment, transfer or setting over shall not be entitled to collect more than the Purchase Price, any remainder to be payable and collectible solely by Seller, the Purchaser agreeing hereby to release to Seller any claim above such Purchase Price and in the event it receives any proceeds above the Purchase Price to reimburse Seller the same amount. In the event that the Property shall be damaged by fire or other casualty prior to the delivery of the deed hereunder, the Seller shall notify the Purchaser of such damage in writing and thereupon the Purchaser shall have the option, at Purchaser's sole election, either to (i) cancel this Agreement within ten (10) days after such notice, in which case all payments made by Purchaser under this Agreement shall be refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and there shall be no recourse to the parties hereto; or (ii) to proceed with the purchase of the Property, in which case the Purchaser shall receive a credit of the lesser of the amount to restore the damage or \$25,000.00 towards the Purchase Price and shall accept the Property in its then-existing condition, provided that in no event shall this Agreement require the Seller to restore any damage in excess of Twenty Five Thousand Dollars (\$25,000.00).

### ARTICLE III.

#### PURCHASE PRICE

3.1. Purchase Price. The agreed purchase price ("Purchase Price") for the Property is One Hundred Ninety Thousand Dollars (\$190,000.00), of which Five Thousand Dollars (\$5,000.00) is to be paid herewith as a deposit (the "Deposit") and the balance of One Hundred Eighty-Five Thousand Dollars (\$185,000.00), as adjusted pursuant to this Agreement shall be paid at Closing by certified or bank treasurer's check drawn on a Boston Clearinghouse Bank, payable directly to the Seller, without endorsement, or by wire transfer. The Deposit shall be held in escrow by Robinson, Kriger & McCallum.

## ARTICLE IV.

### DELIVERY OF DOCUMENTS

4.1 Documents. Purchaser acknowledges receipt from Seller of certain documents pertaining to the Property.

#### 4.2 Subsequent Deliveries

At the request of Purchaser, Seller shall deliver to Purchaser such other information and documentation as Purchaser may reasonably request and are in Seller's possession or control in order to conduct its due diligence with respect to the Property during the Due Diligence Period. Purchaser shall have the right to examine and copy all books, records, information, documents and all other materials in Seller's possession relating to the title, ownership, operation, management, and maintenance of the Property. Seller shall make available to Purchaser any maintenance and repair records for the period that it may have, for the period commencing January 1, 2008 through the date hereof; and Purchaser may inquire of the people making such repairs and maintenance as to the need and condition thereof.

## ARTICLE V.

### REPRESENTATIONS AND WARRANTIES

5.1. Representations and Warranties of Seller. Seller represents, covenants and warrants to and agrees with Purchaser, as of the Effective Date and as of the Closing, as follows:

(a) Seller is a corporation duly organized and validly existing under the laws of the state of Maine.

(b) Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and the execution and delivery of this Agreement and subject to the approvals that are conditions of the Seller's obligations, the performance by Seller of its obligations hereunder (i) have been duly authorized by all requisite action, and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of its organizational documents or of any Law or any judgment, writ, injunction or decree of any court or Governmental Authority, or any agreement or instrument to which Seller is a party or by which Seller is otherwise bound. This Agreement and all other agreements and instruments signed or to be signed by Seller related hereto, are each a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with the terms thereof.

(c) No Condemnation proceedings have commenced against the Property, nor has Seller received notice of any Condemnation proceedings and to the best of Seller's knowledge, no such Condemnation proceedings are threatened against the Property, and no actions are pending or, to the best of Seller's knowledge, threatened for the relocation of roadways providing access to the Property.

(d) There are no equipment leases, contracts, service agreements, maintenance contracts of similar agreements affecting the Property, except as otherwise disclosed in writing and acceptable to Purchaser.

(e) Further, the Property has adequate rights of access to public ways.

(f) No bankruptcy, reorganization, arrangement or insolvency proceedings are pending, threatened or contemplated by Seller. Seller has not made a general assignment for the benefit of creditors and Seller is able to pay its debts as they become due.

(g) Seller is not the subject of any pending criminal proceeding.

(h) All Impositions of any Governmental Authority upon or related to the Property which are due and payable have been paid or will be paid at the time of Closing.

(i) The Property is served by a municipal sewer system and Seller does not have knowledge of any public or private septic system serving the Premises.

(j) All information regarding the Property furnished, and to be furnished, by Seller to Purchaser is, and will be either true and correct in the apparently relevant material respects, or identified by Seller as subject to uncertainty.

(k) Seller has furnished or will furnish to Purchaser all contracts and agreements in effect and relating to the Property.

(l) Seller has disclosed, or shall disclose, to Purchaser in writing all material and substantial defects of which Seller's Chancery Finance Office is aware, if any, concerning the physical condition of the Property.

(m) The Seller's United States taxpayer identification number is -1-1212546, and the Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code, as amended.

(n) The Seller is the sole owner of the Property. There does not exist, and on the Closing Date there will not exist, any option to purchase all or any portion of the Property, or any other agreements whereby any party may acquire any interest in the Property.

(o) There are no suits, actions, orders, decrees, claims, writs, injunctions or proceedings affecting all or any part of the Property or the operation thereof before any court or administrative agency or officer.

(p) To the best of Seller's knowledge, no portion of the Land is located within a flood zone as identified by any state, federal or local law, or where, pursuant to any such law, the Property is required to have flood insurance.

5.2. Representations and Warranties of Purchaser. Purchaser represents, covenants and warrants to and agrees with Seller, as of the Effective Date and as of the Closing, as follows:

(a) Purchaser is a non-profit corporation duly organized and validly existing under the laws of The Commonwealth of Massachusetts;

(b) Purchaser acknowledges that with respect to the physical condition of the Property, the transaction is AS-IS, except as provided in Section 5.1 (l); and

(c) Purchaser has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and the execution and delivery of this Agreement and the performance by Purchaser of its obligations hereunder (i) have been duly authorized by all requisite action, and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of Purchaser's Bylaws, or, to the best of Purchaser's knowledge, of any judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Purchaser is a party or by which it is bound.

## ARTICLE VI.

### DUE DILIGENCE

#### 6.1 Due Diligence.

(a) Commencing upon the Effective Date and continuing for sixty (60) days thereafter (the "Due Diligence Period"), and thereafter if Purchaser does not terminate this Agreement as of the expiration of the Due Diligence Period, Purchaser, its agents, and employees shall have a limited license (the "License") to enter upon the Property for the purpose of making inspections (including without limitation structural, mechanical, utilities, environmental and other inspections) at Purchaser's sole risk, cost and expense. All of such entries upon the Property shall be at reasonable times, and after at least 24 hours prior notice to Seller or Seller's agent, and Seller or Seller's agent shall have the right to accompany Purchaser during any activities performed by Purchaser on the Property. At Seller's request, Purchaser shall provide Seller (at no cost to Seller) with a copy of the results of any tests and inspections made for Purchaser by any independent contractor or agent (excluding Purchaser's employees and attorneys), all without warranty, representation or reliance. In no event shall Purchaser provide any governmental entity or agency with information concerning the environmental condition of the Property without obtaining Seller's prior written consent thereto, which Seller agrees to provide in the event that Purchaser is required by applicable law to provide such information to a governmental entity or agency. Purchaser shall defend, indemnify Seller and hold Seller, Seller's trustees, officers, agents, contractors and employees and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities caused by Purchaser's act or omission during Purchaser's inspection of the Property. The License shall be deemed revoked upon termination of this Agreement.

(b) If Purchaser determines, in its sole discretion, before the expiration of the Due Diligence Period, that the Property is unacceptable for Purchaser's purposes, Purchaser shall have the right to terminate this Agreement by giving to Seller notice of

termination ("Termination Notice") before the expiration of the Due Diligence Period, as the same may be extended in accordance with Section 6.1(a), in which event any deposits made by Purchaser shall be immediately refunded to Purchaser, Purchaser shall immediately return all of Seller's documents to Seller and, except for those provisions of this Agreement which expressly survive the termination of this Agreement, the parties hereto shall have no further obligations hereunder. If Purchaser fails to deliver a Termination Notice to Seller on or before the expiration of the Due Diligence Period, then Purchaser shall be deemed to be satisfied with all aspects of all the Property as of the Effective Date and Purchaser shall be obligated to acquire the Property in accordance with the provisions of this Agreement, it being agreed and understood that the Seller shall not be obligated to correct any condition of the Property (including any noncompliance with any laws or regulations) existing as of the Effective Date of this Agreement.

(c) Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including but not limited to, any warranties or representations as to the habitability, merchantability or fitness for a particular purpose or as to the physical, structural or environmental condition of the Property or its compliance with laws.

The terms and conditions of this Section 6.1 shall survive the Closing.

## ARTICLE VII.

### CONDITIONS PRECEDENT TO PURCHASER'S AND SELLER'S PERFORMANCE

7.1. Conditions to Purchaser's Obligations. Purchaser's obligation under this Agreement to purchase the Property is subject to the fulfillment of each of the following conditions, any or all of which may be waived by Purchaser (the "Contingencies"):

(a) No proceeding for exercise of the power of eminent domain with respect to the Property or any part thereof shall then be pending.

(b) The Property shall be in compliance with all applicable laws and regulations including those relating to zoning, environmental matters, disposal of hazardous waste and safety, in all material respects, for the use by the Purchaser for a residence and service center for U.S. military veterans.

(c) There shall exist no actions, attachments or levies against the Property, assignments for the benefit of creditors, insolvency, bankruptcy, or reorganization pending against Seller.

(d) There shall exist no pending or threatened action, suit or proceeding with respect to Seller before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transaction contemplated hereby.

(e) Purchaser shall not have delivered a Termination Notice to Seller pursuant to Section 6.1(b) hereof.

(f) The Property shall be served by all necessary utilities and by storm and sanitary sewer facilities connected to municipal or county facilities and all necessary permits for the connection and use thereof shall have been obtained validly and be in existence.

(g) On the Closing Date, no part of the Property shall have been damaged and not repaired or restored to the condition existing on the date of this Agreement, reasonable use and wear and minor insured casualty only accepted.

(h) All of the Seller's material obligations hereunder shall have been fully performed.

(i) The representations, warranties and covenants of the Seller shall be true, accurate and compete in all material respects, when made, and shall be true, accurate and complete in all material respects at and as of the Closing Date, as though such representations, warranties and covenants were made at and as of the Closing Date, and on the Closing Date the Seller shall have delivered to Purchaser or its nominee a certificate to such effect; provided however, that such condition shall not be deemed unfulfilled by reason of any unintentional inaccuracy in any such representations and warranties by Seller unless such inaccuracy relates to a matter which could (i) materially affect the value of the Property, (ii) adversely affect the marketability of the Property, or (iii) prohibit or materially interfere with the use of the Property for the uses contemplated by Purchaser.

(j) Purchaser shall have received site approval for the purchase of the Property from the United States Department of Veterans Affairs, upon terms and conditions satisfactory to Purchaser in all respects.

(k) Purchaser shall have received the following permits and approvals, each in form satisfactory to Purchaser, necessary for Purchaser's intended use of the Property from all Government Authorities having jurisdiction: (i) such approvals as the Purchaser reasonably deems necessary.

With respect to each of conditions (e), (f), (j) and (k), the Purchaser shall as of the date which is thirty (30) days following the expiration of the Due Diligence Period ("Purchaser's Article VII Termination Deadline Date") be deemed to have waived the same unless it delivers a Termination Notice on or before the Purchaser's Article VII Termination Deadline Date. After the Purchaser's Article VII Termination Deadline Date, the only conditions which shall remain outstanding are conditions (a), (b), (c), (d), (g), (h) and (i), and only with respect to matters which arise or changes which occur after the Effective Date. The Purchaser's proceeding to closing shall further be deemed a waiver of default, lack of fulfillment or inadequacy of any such condition. Further, no failure on Seller's part to fulfill any condition set forth in this Article VII shall constitute a default under this Agreement.

7.2. Conditions to Seller's Obligations. Seller's obligation under this Agreement to sell the Property to Purchaser is subject to the fulfillment of each of the following conditions (any or all of which may be waived by Seller):

(a) The representations and warranties of Purchaser contained herein shall be true, accurate and correct in all material respects as of the Closing Date; and

(b) Purchaser shall have delivered the Purchase Price, and other funds required hereunder and all the documents and other items required pursuant to Section 8.2(b), and shall have performed, in all material respects, all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement to be performed or complied with by Purchaser at or prior to Closing.

## ARTICLE VIII.

### CLOSING

8.1. Closing Date.

(a) Time and Place. Provided the terms and conditions set forth in this Agreement have been fulfilled, waived or by the Purchaser's Article VII Termination Deadline Date or other time limitation on the assertion of conditions deemed waived, the consummation of the purchase and sale of the Property (the "Closing") shall take place by delivery of documents to the Title Company on the date (the "Closing Date") which is the fifth business day following the Purchaser's Article VII Termination Deadline Date, unless otherwise agreed to in writing. For avoidance of doubt, the Article VII Termination Date is intended not only to be a date by which conditions under Article VII (except with respect to changes arising between the Effective Date and the Closing) shall be deemed waived if no Termination Notice has been delivered, but in addition the parties are agreeing that if as of the Purchaser's Article VII Termination Deadline Date, there remain ANY conditions to Purchaser's obligations which have not been fulfilled, waived or deemed waived, except as set forth in Section 7.1, this Agreement may at the election of the Seller be cancelled, in which case the Seller shall return any deposit and the parties shall have no further obligations to one another except for indemnity, hold-harmless and defense obligations owed to Seller under Section 6.1 (a). On the Purchaser's Article VII Termination Deadline Date, Seller shall be entitled to request and promptly obtain a written statement from Purchaser confirming whether or not all conditions to its obligations to close have been satisfied, waived or deemed waived and in its response, Purchaser may reserve its rights only with respect to matters arising between the Effective Date and the Closing. Nothing in this Section 8.1 (a) shall be deemed to constitute an extension of any deadline otherwise set forth.

(b) Delivery of Documents in Escrow; Title Insurance. The documents required hereunder to be delivered at Closing shall be delivered by Seller and Purchaser into escrow with the Title Company, which shall record or deliver, as appropriate, all documents deposited into escrow hereunder upon the payment of the Purchase Price to the Title Company, and the Title Company shall remit the Purchase Price to Seller upon

recording of the appropriate documents with the Androscoggin County Registry of Deeds and issuance of a title insurance policy to Purchaser.

8.2. Items to be delivered at the Closing.

(a) Seller. At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser each of the following items with respect to the Property;

(i) a Quitclaim Deed with Covenant, duly executed by Seller conveying to Purchaser good and clear record and marketable title to the Property subject to the restrictions set forth in Exhibit B attached hereto;

(ii) a Quitclaim Bill of Sale with Covenant, in the form attached hereto as Exhibit B, duly executed by Seller, conveying to Purchaser all personal property used in connection with the Property, if any;

(iii) any documentation required for the completion of form 1099's pursuant to Section 6045 of the Internal Revenue Code of 1986, as amended, and the regulations adopted thereunder;

(iv) a Non-Foreign Affidavit for purposes of compliance with Section 1445 (b)(2) of the Internal Revenue Code of 1986, as amended, and the regulations adopted thereunder;

(v) a certificate of corporate existence issued by the Secretary of State of the state of Seller's organization;

(vi) such proof of Seller's authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individuals executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by the Title Company;

(vii) any lien affidavits, mechanics' lien indemnifications or other affidavits as reasonably may be requested by the Title Company in order to issue a title insurance policy without exception for any matters other than those which are approved by Purchaser;

(viii) all keys, alarm codes and other access devices for the Property;

(ix) settlement statement duly executed by Seller; and

(x) other items reasonably requested by the Title Company for the sale of the Property in accordance with this Agreement or for administrative requirements for consummating the Closing.

(b) Purchaser. On the Closing Date, provided that all conditions to Purchaser's obligations hereunder have been satisfied or waived by Purchaser, Purchaser

shall deliver or cause to be delivered to Title Company or perform, as applicable, each of the following items with respect to the Property:

- (i) the Purchase Price;
- (ii) a settlement statement executed by Purchaser; and
- (iii) other items reasonably requested by the Title Company for the sale of the Property in accordance with this Agreement or for administrative requirements for consummating the Closing.

8.3. Costs of Closing. Each party shall pay its own costs and expenses, including, without limitation, its ½ of real estate transfer taxes incurred in connection with the transfer of the Property contemplated by this Agreement.

8.4. Prorations. All Impositions and all water and sewer use charges and other utility charges shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price. Seller shall be responsible for all Impositions which arise or relate to any period of time prior to or on the Closing Date, and Purchaser shall be responsible for any Impositions which arise and relate to any period of time after the Closing Date. Seller shall cause all of the utility meters to be read on the Closing Date, and will be responsible for the cost of all utilities used prior to or on the Closing Date.

If, on the Closing Date, the amount of any Impositions is not known or has not been determined, an estimate of the apportionment called for herein shall be made on the basis of the information available on the Closing Date, and an appropriate adjustment shall be made when such Impositions are known or determined. If the Impositions which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement.

The provisions of this Section 8.4 shall survive the Closing.

8.5. Use of Money to Clear Title. To enable Seller to make conveyance as herein provided, Seller shall, at the Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Purchaser's attorneys is made at the Closing for prompt recording of all instruments so procured. Seller shall deliver to Purchaser at the Closing a so-called payoff letter from Seller's mortgagee(s) setting forth the amount payable out of the Purchase Price to such mortgagee(s) to discharge its mortgage.

## ARTICLE IX.

### BROKERAGE COMMISSIONS

9.1. Brokerage Commission. Seller and Purchaser each represent to the other that it has had no dealings with any broker, finder or other party concerning the purchase of the Property. Purchaser and Seller each agree to indemnify, defend and hold the other harmless for,

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from and against any and all loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or paid or incurred by such party by reason of any claim to any broker's, finder's or other fee in connection with this transaction. The indemnity obligations set forth in this Section 9.1 shall survive the Closing or the termination of this Agreement.

## ARTICLE X.

### MISCELLANEOUS

10.1. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, postage prepaid, certified or registered mail with return receipt requested, or by delivering the same in person to the party to be notified via a delivery service, Federal Express or any other nationally recognized overnight courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof, or by facsimile or other electronic transmission with proof of receipt. Any party giving notice hereunder shall use reasonable efforts to send a copy of any such notice by facsimile or other electronic transmission on the same date as deposited in the mail or given to such delivery service. Notice given in accordance herewith shall be deemed given and shall be effective upon the earlier of actual receipt (including, without limitation, receipt of a facsimile or other electronic transmission) or refusal of delivery. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller: Roman Catholic Bishop of Portland,  
510 Ocean Ave.  
Portland, Maine 04103  
Attention: David Twomey  
Telephone No.: 207-773-6471  
Facsimile No.: 207-773-0182  
Email Address: david.twomey@portlanddiocese.org

With a copy to: Robinson, Kriger & McCallum  
12 Portland Pier  
Portland, ME 04101  
Attention: Thomas R. Kelley, Esq.  
Telephone No.: 207-772-6565  
Facsimile No.: 207-773-5001  
Email Address: trk@rkmllegal.com

If to Purchaser: Veterans Inc.  
69 Grove Street  
Worcester, MA 01605  
Attention: Vincent Perrone, President  
Telephone No.: 508-791-0956 Ext. 121  
Facsimile No.: 508-791-5296  
Email Address: vinperrone@veteransinc.org

With a copy to:

Eckert Seamans Cherin & Mellott, LLC  
Two International Place  
Boston, MA 02110  
Attention: Ralph K. Stone, Esq.  
Telephone No.: 617-342-6836  
Facsimile No.: 617-342-6899  
Email Address: [rstone@eckertseamans.com](mailto:rstone@eckertseamans.com)

10.2. Seller's Assistance. Seller agrees to cooperate with Purchaser, at no cost to Seller, in a timely and reasonably expeditious manner, in the event that Purchaser should seek any permits, approvals, licenses, consents or permissions in connection with Purchaser's intended use of the Property, and, where necessary and appropriate, agrees to permit the use of Seller's name in connection therewith. Seller shall execute such instruments as Purchaser may reasonably request with reference to any application by Purchaser therefor, whether in the name of Purchaser or Seller or both, Seller hereby consenting to such applications except those that Seller reasonably finds not to be customary or necessary in light of the intended use.

10.3. Off the Market. Except with respect to a sale to Purchaser pursuant to this Agreement, from the Effective Date to the earlier of the Closing Date or the date of termination of this Agreement, Seller will not: (a) accept an offer to purchase or otherwise dispose of the Property or any part or portion of the Property; (b) list for sale or disposition or offer for sale or disposition, or permit any broker or other person to offer for sale or disposition the Property or any part or portion of the Property; (c) negotiate with any person for the sale, encumbrance, or disposition of the Property or any portion of the Property; or (d) distribute or permit to be distributed information relating to the Property.

10.4. Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the transaction described herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.5. Time of Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement and Closing hereunder.

10.6. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. Facsimile or other electronic copies of a signature of any party shall be deemed the same as the original. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

10.7. Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

10.8. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

10.9. Interpretation. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel and having fully participated in the negotiation of this instrument, hereby agree that this Agreement shall not be subject to the principle that a contract would be construed against the party which drafted the same.

10.10. Post-closing anti-flip provision. If Purchaser purchases the Property but does not within the subsequent two years develop the Property as a residence and service center for U.S. military veterans, it shall not during that two year period following closing sell or contract to sell, or establish an option to sell or otherwise dispose of or commit to dispose of the Property for consideration in excess of the Purchase Price. This provision shall survive the closing and shall be set forth in the deed to the Property or in a mortgage granted by Purchaser to Seller to secure such obligations, provided that (i) the Seller shall subordinate such obligations to any lender providing financing for development of the Property for the purposes set forth in this Agreement, and (ii) such obligation shall expire by its terms two (2) years after the Closing Date.

10.11. Survival of obligations. No obligations under this Agreement shall survive the closing unless such survival is expressly provided in this Agreement or in a subsequent writing signed by the party charged with an obligation.

{Signatures appear on the following page.}

IN WITNESS WHEREOF, the undersigned have executed this Purchase and sale Agreement to be effective as of the Effective Date.

**SELLER:**

Roman Catholic Bishop of Portland, a corporation sole, existing under the laws of the State of Maine

By: Richard J. Melrose

**PURCHASER:**

VETERANS INC., a Massachusetts non-profit corporation

By: [Signature]  
Name:  
Title:

## EXHIBIT A

### PROPERTY DESCRIPTION

393 Main Street, Lewiston, Maine. See attached sketch/map. Legal Description and source deeds to be identified within 15 days after the Effective Date. If Purchaser requires or requests a survey, it may substitute an accurate new surveyed legal description in this Exhibit A, in which case the Seller shall use such description in the conveyance of the Property, provided it can confirm the reasonable accuracy of the new surveyed description.

## EXHIBIT B

The above-described premises are conveyed SUBJECT to the restrictions that the Grantee, Grantee's successors and assigns, shall not use the premises in any way relating to:

- 1) counseling regarding or performance of abortions;
- 2) sale or distribution of pornographic materials; or
- 3) erotic displays or activities.

EXHIBIT C

FORM OF QUITCLAIM BILL OF SALE

BILL OF SALE, dated as of the [ ] day of [ ], 2012, by Roman Catholic Bishop of Portland, a corporation sole, existing under the laws of the State of Maine, with a Chancery at 510 Ocean Ave., Portland, Maine 04103 (the "Seller"). Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Purchase and Sale Agreement, made as of the [ ] day of \_\_\_\_\_, 2012 (the "Agreement"), by and among the Seller and Veterans Inc., a Massachusetts non-profit corporation having a principal place of business at 69 Grove Street, Worcester, Massachusetts ("Purchaser").

Seller, in consideration of the payments provided in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, transfers, assigns, conveys and delivers to Purchaser, and Purchaser hereby purchases, accepts and acquires from Seller, all of Seller's right, title and interest, legal and equitable, in and to all of the Personal Property, tangible and intangible, or every kind, character and description, used in connection with the Property, including but not limited to the following (the "Personal Property"):

- a. Tangible Personalty. All the furniture, fixtures, equipment, and other tangible personal property listed on Exhibit A attached hereto, and any additional tangible personal property otherwise located in or on the Property; and
- b. Intangible Personalty. All the right, title and interest of Seller, if any, in and to assignable licenses and permits relating to the operation of the Property, assignable guaranties and warranties from any contractor, manufacturer or other person in connection with the construction or operation of the Property, and plans.

TO HAVE AND TO HOLD all of the Personal Property hereby sold, transferred, assigned, conveyed and delivered unto Purchaser, its successors and assigns, to its, and their own use and behalf forever.

Seller for itself and its successors and assigns has covenanted and by this Bill of Sale does covenant with Purchaser, its successors and assigns, that it, Seller, and its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, without any additional cost to Seller, all such further acts, transfers, assignments, conveyances, powers of attorney and assurances, which are reasonable, for the better assuring, conveying and confirming unto Purchaser, its successors, and assigns, all and singular the entire right, title and interest in the Personal Property hereby sold, transferred, assigned and conveyed as Purchaser, its successors, or assigns, reasonably shall require.

The Property is conveyed "as-is", where is with all faults and without warranty of merchantability or fitness for use.

This Bill of Sale and Assignment and the covenants and agreements herein contained shall inure to the benefit of Purchaser, its successors and assigns, and shall be binding upon Seller, its successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as an instrument under seal as of the date first above written.

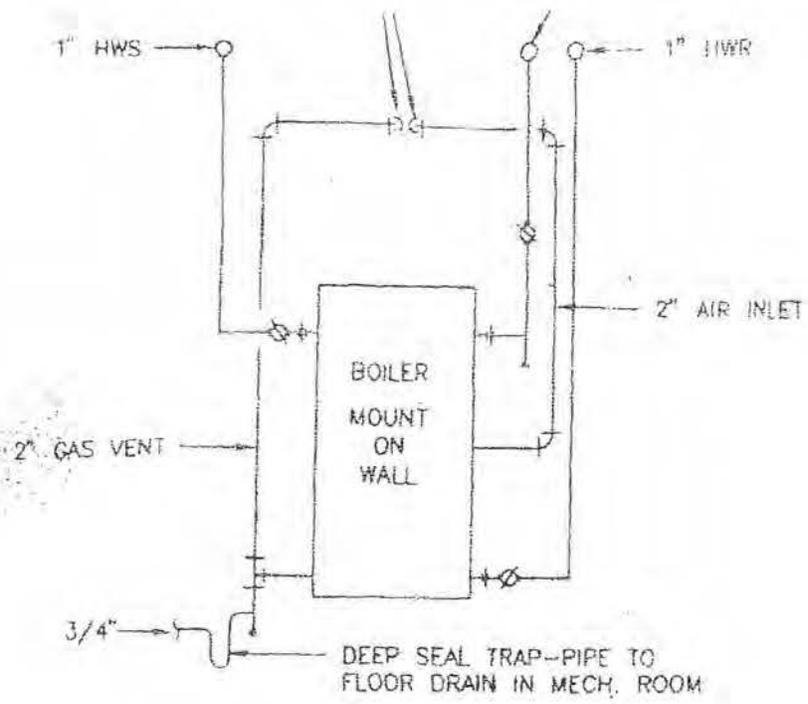
SELLER:

Roman Catholic Bishop of Portland, a corporation sole,  
existing under the laws of the State of Maine

By: \_\_\_\_\_

Name:

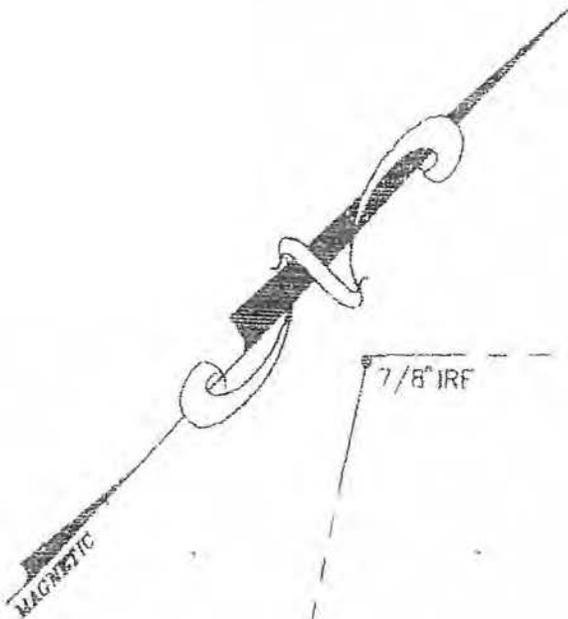
Title:



BOILER PIPING SCHEMATIC

<b>BOUNDARY SURVEY AND HYDRONIC SNOW MELT SYSTEM</b>	
<b>SITE IMPROVEMENTS RAINBOW FEDERAL CREDIT UNION LEWISTON MAINE</b>	
	CADD BY: C.A.G.      DATE: 7/10/95
	CHECKED BY: B.C.H.      JOB NO.: 95-041
<small>410 SUMMER STREET, AUBURN, MAINE 04210 (207) 294-5871</small>	
DRAWING NO. <b>5</b> OF 6	

Sketch, part of Exhibit A



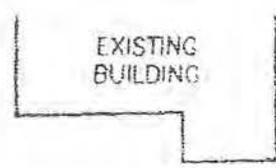
HOLLAND STREET

219.60'  
N33°00'19"W  
1" IRF

7/8" IRF

N44°41'06"E  
86.70'

RAINBOW FEDERAL



34,231.99 S.F.

HOLLAND

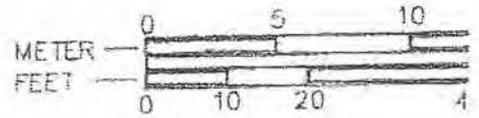
219.60'  
N33°00'19"W  
1" IPF

1" IPF  
(BENT)

110.94'  
S45°29'58"W

86.54'  
S44°37'45"E

34,237.65



FILE

224.92'  
S32°21'45"E

1" IPF

37,178.80 S.F.

28.56'  
S43°24'48"W

7.34'  
S28°26'46"E

89.52'  
S42°35'27"W

216.05'  
S45°29'58"W

1" IPF

OAK STREET



VETERANS INC.  
69 GROVE STREET  
WORCESTER, MA 01605

People's United  
Bank

51-7218-2211

Member FDIC  
Equal Housing Lender

3/13/2012

PAY  
TO THE  
ORDER OF

Robinson, Kriger & McCallum

\$ 5,000.00

Five Thousand and 00/100\*\*\*\*\* DOLLARS

Robinson, Kriger & McCallum

TWO SIGNATURES REQUIRED OVER \$500

*[Handwritten Signature]*  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

MEMO

⑈020527⑈ ⑆226672686⑆ 006 0026436⑈

VETERANS INC.

20527

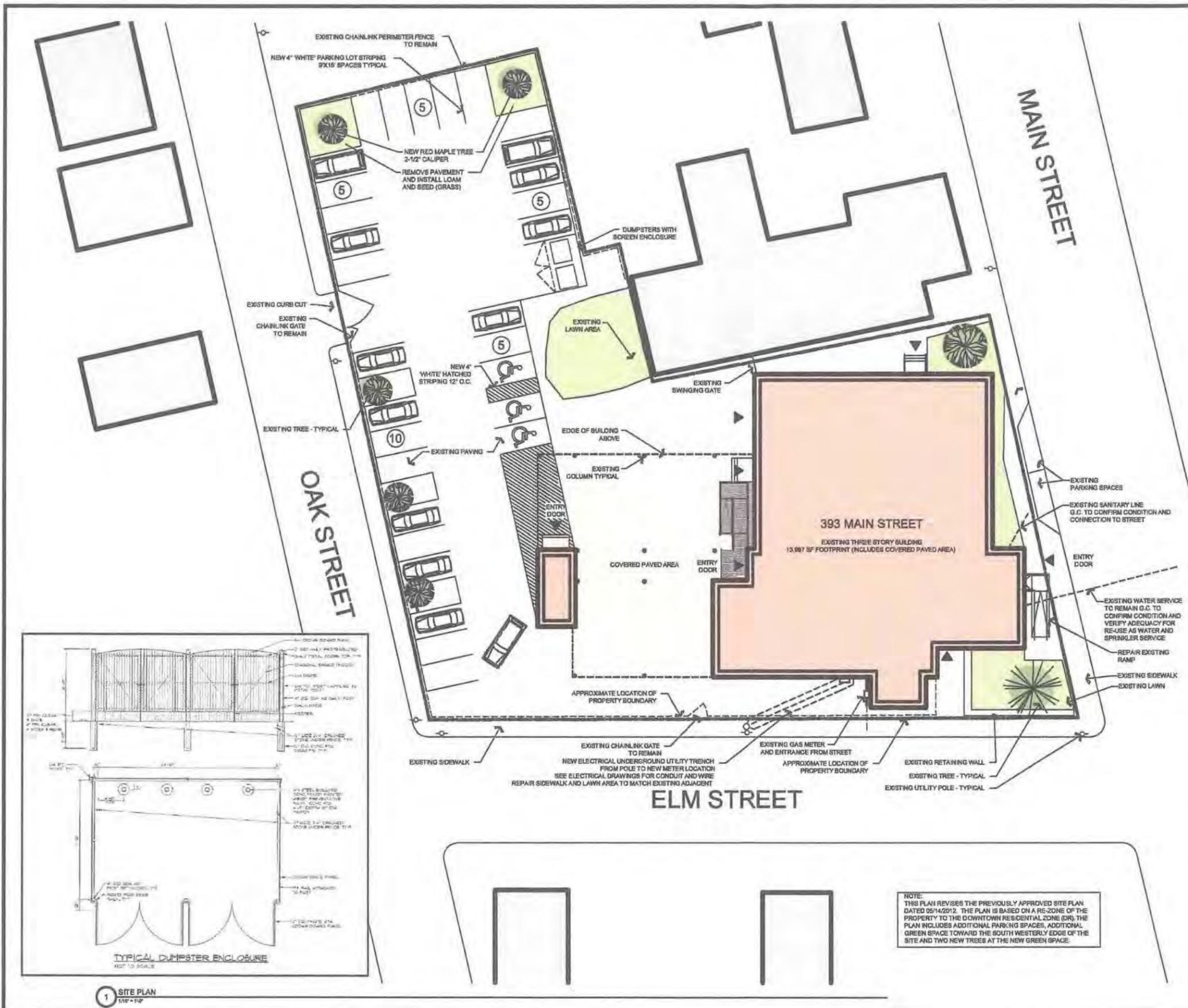
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/12/2012	Bill	Robinson, Kriger & McCallum	5,000.00	5,000.00		5,000.00
					Check Amount	5,000.00

3/13/2012

Operating Account

5,000.00

Security Features: ENR 11-07-07-BACK



**PLANNING BOARD APPROVAL**  
 PLANNING BOARD DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ZONING REQUIREMENTS**  
 ZONE DR: DOWNTOWN RESIDENTIAL  
 PERMITTED USES: MULTIFAMILY DWELLINGS

1. MINIMUM LOT SIZE:	5000 SF
2. MINIMUM NET LOT AREA PER DWELLING:	1,250 SF
3. MINIMUM STREET FRONTAGE:	50 FT
4. MINIMUM FRONT YARD:	NONE
5. MINIMUM SIDE AND REAR YARD:	10 FT
6. MAXIMUM IMPERVIOUS SURFACE RATIO:	0.75
7. MINIMUM OPEN SPACE PERCENT:	0.25
8. MAXIMUM BUILDING HEIGHT:	60 FT

**PARKING SUMMARY**

MULTIFAMILY DWELLING:	
1. SPACE PER EFFICIENCY UNIT (25 UNITS):	25 SPACES
0.2 SPACES PER UNIT FOR VISITORS (25 UNITS):	5 SPACES
<b>REQUIRED TOTAL:</b>	<b>30 SPACES</b>

**PROJECT SUMMARY**

BUILDING FOOTPRINT (INCLUDES COVERED PAVED AREA):	13,997 SF
LOT SIZE:	0.767 AC (33,252 SF)
BLDG. FOOTPRINT AS % OF LOT SIZE:	42.1 %
PARKING PROVIDED:	30 SPACES
NO. OF RESIDENTIAL UNITS:	25 UNITS
RESIDENTIAL DENSITY: SITE AREA PER UNIT:	1371.28 SF/UNIT

- PROJECT NOTES**
- 1) THIS SITE PLAN SUBMISSION CREATES 25 DWELLING UNITS WITHIN THE EXISTING BUILDING FOOTPRINT.
  - 2) THIS PROJECT WILL COMPLY WITH THE LANGUAGE IN ARTICLE 10B SECTION 11 REGARDING THE EXPIRATION OF APPROVAL.
  - 3) THE REMAINING SPACE WITHIN THE EXISTING BUILDING LOCATED AT 393 MAIN STREET WILL BE LIMITED TO USES ACCESSORY TO THE DWELLING UNITS, OFFICE SPACE, STORAGE AND THE USE OF THE EXISTING GYMNASIUM FOR USE BY THE TENANTS OF THE UNITS ARE ALLOWED.

**LEGEND**

- FOOTPRINT OF EXISTING BUILDING TO BE CONVERTED TO MULTIFAMILY HOUSING
- COVERED AREA EXISTING BUILDING ABOVE
- EXISTING BUILDING ON ADJUTING PROPERTY
- PERVIOUS AREA
- PROPERTY BOUNDARY

REVISIONS  
 REVISIONS: 03.26.13

DATE: 03 / 1 / 13  
 PROJECT No. 1121  
 DRAWN BY: RJB  
 CHECKED BY: TST  
 SCALE: AS NOTED

SHEET TITLE:  
**SITE PLAN**



2 LOCUS MAP NOT TO SCALE



© 2013 TFH ARCHITECTS

**VETERAN'S HOUSING**  
 AT THE FORMER ST. JOSEPHS SCHOOL  
 393 MAIN STREET, LEWISTON, MAINE

TFH ARCHITECTS  
 80 MIDDLE STREET  
 PORTLAND MAINE 04101  
 TELEPHONE 207 776 6141  
 ARCHITECTURE PLANNING

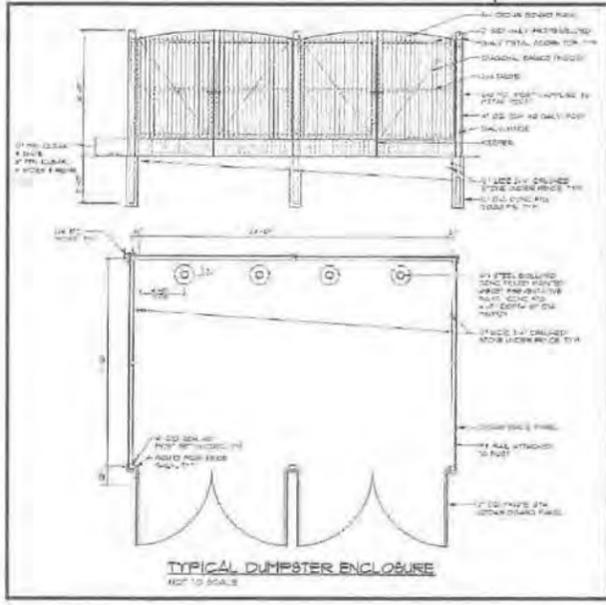
CONSULTANTS:

REVISIONS  
 REVISIONS: 03.26.13

DATE: 03 / 1 / 13  
 PROJECT No. 1121  
 DRAWN BY: RJB  
 CHECKED BY: TST  
 SCALE: AS NOTED

SHEET TITLE:  
**SITE PLAN**

**C1.0**



1 SITE PLAN 1/8" = 1'-0"

**NOTE:**  
 THIS PLAN REVISES THE PREVIOUSLY APPROVED SITE PLAN DATED 05/14/2012. THE PLAN IS BASED ON A RE-ZONE OF THE PROPERTY TO THE DOWNTOWN RESIDENTIAL ZONE (DR). THE PLAN INCLUDES ADDITIONAL PARKING SPACES, ADDITIONAL GREEN SPACE TOWARD THE SOUTH WESTERLY EDGE OF THE SITE AND TWO NEW TREES AT THE NEW GREEN SPACE.

1:2400

