

CITY OF LEWISTON
STAFF REVIEW MEETING
Thursday, July 26, 2018 – 9:00 A.M.
Third Floor Conference Room
Lewiston City Building
27 Pine Street, Lewiston, ME

AGENDA

I. ROLL CALL

II. ADJUSTMENTS TO THE AGENDA

III. CORRESPONDENCE

IV. PUBLIC HEARINGS:

1. A request by Stoneybrook Consultants, Inc. on behalf of The Center for Wisdom's Women to establish a community space, six private bedrooms, a guest room and give apartments in the existing building called Sophia's House located at 143 Blake Street.

2. A request by Tiny Town Childcare Center, LLC, owners-Sandra Nadeau and Shanni Girardin to create a childcare center for 50 children. Commitment plans are to expand the parking lot by adding reclaim or asphalt to make it within 15' of the Right of Way for Sabattus Street and also stripe the parking spaces approximately 9 x18 (Total of 16 spaces). These renovations will be completed before the opening of the childcare center.

V. OTHER BUSINESS

VI. READING OF THE MINUTES: Motion to adopt minutes from the May 17, 2018 meeting.

VII. ADJOURNMENT



Stoneybrook Consultants, Inc.

P.O. Box 459
Turner, Maine 04282
(207) 224-0252 voice

July 18, 2018

Douglas Greene, City Planner
Department of Planning & Code Enforcement
City of Lewiston
27 Pine Street
Lewiston, ME 04240-7201

Re: Sophia's House
Development Review Application

Dear Doug:

On behalf of The Center for Wisdom's Women (The Center), I have attached a Development Review Application to establish community space, six private bedrooms, a guest room and five apartments in the existing building located at 143 Blake Street. This building will become Sophia's House. Sophia's House, as envisioned by The Center, will provide two years of healing and housing for women who are survivors of prostitution, trafficking, prison and addiction.

The existing building was formerly occupied as a convent for church. It is currently owned by St. Mary's Regional Medical Center (St. Mary's) and will be transferred to The Center upon approval of this application. The property is located in the Downtown Residential (DR) district where the proposed uses are allowed. Approvals under the Site Plan Review and Subdivision standards are required.

The property is a portion of the St. Mary's property which is shown on Tax Map 195 as Lot 554. We have attached a copy of a survey plan entitled "Plan of Land of 143 Blake Street" prepared for The Center by Jones Associates, Inc. (Jones) showing the lot proposed to be purchased by The Center for this project. This plan also shows the existing conditions on the property. The property will be sold to The Center subject to easements reserved by St. Mary's for parking along the westerly lot

boundary and for a garden easement on the north end of the lot. Both of these easement areas will be maintained by St. Mary's.

The proposed lot split was recently reviewed and approved by City staff. The survey shows that the parcel contains 9,919 square feet, has 152' of frontage on Blake Street and about 65' of frontage on Walnut Street. Five apartment units in the DR district require a minimum lot size of 6,250 square feet. Therefore, this lot as proposed meets frontage, setback and density requirements of the district for the existing and proposed conditions.

We have also attached a plan entitled "Subdivision Plan of Land of Sophia's House" prepared for The Center by Jones. This plan shows the proposed conditions and notes that the purpose of the plan is to secure Subdivision approvals for this project. Subdivision approvals are necessary because the project is proposing to create 5 apartment/dwelling units in the existing building. The Center proposes to improve the existing driveway, create new walkways to the access doorways and construct a handicap ramp and elevator at the north end of the building to improve access to the building. These proposed improvements are shown on the Subdivision Plan and on a full set of building plans prepared by Platz Associates, submitted under separate cover.

The existing building is an historical structure, so all improvements proposed are designed to meet historical building standards. As allowed under the district standards, no parking is proposed. The driveway may occasionally be used for parking, but has been proposed for drop off and service deliveries. The Center will rely upon the available on street parking and/or agreements with abutting property owners. It should be understood that many of the building occupants will not have vehicles. Solid waste will be taken to The Center's existing building dumpster located at 97 Blake Street. No dumpster is proposed at this location.

The building will use the existing sewer, water, gas and power services. The total area to be disturbed will be about 2,500 square feet. The total increase in impervious area will be 139 square feet. Since the total area disturbed is less than 1 acre, MDEP stormwater permits will not be required for this project and no stormwater control improvements are proposed. The total lot coverage will be 0.31 and the total impervious coverage will be 0.53.

Again, The Center will purchase the existing building and land, once City approvals have been granted. The Center plans to use historic tax credits, grants and a capital

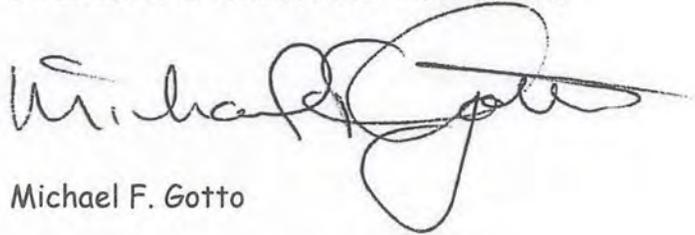
July 18, 2018
Douglas Greene
RE: Sophia's House
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fundraising campaign to fund construction. City approvals for their project improve their chance to secure grants for this project. They hope to occupy the building in 2019. The total project cost is expected to be \$1.6 million.

We have attached the application form, several graphics, responses to ordinance requirements and the option agreement with St. Mary's. We trust you will find this application complete for processing and we will plan to attend the next available meeting to answer any additional questions you may have.

Respectfully Yours

STONEBROOK CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "Michael F. Gotto", written over a horizontal line.

Michael F. Gotto

cc: Klara Tammany
Carl Lakari



Development Review Application

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



PROJECT NAME: Sophia's House

PROPOSED DEVELOPMENT ADDRESS: 143 Blake Street, Lewiston

PARCEL ID#: 195-554

REVIEW TYPE: Site Plan/Special Exception Site Plan Amendment
 Subdivision Subdivision Amendment

PROJECT DESCRIPTION: See Cover Letter

CONTACT INFORMATION:

Applicant

Name: Center for Wisdom's Women
Address: 97 Blake Street
Zip Code Lewiston, ME 04240
Work #: _____
Cell #: _____
Fax #: _____
Home #: _____
Email: _____

Property Owner

Name: St. Mary's Regional Medical Center
Address: P.O. Box 291
Zip Code Lewiston, ME 04240
Work #: _____
Cell #: _____
Fax #: _____
Home #: _____
Email: _____

Project Representative

Name: Mike Gotto - Stoneybrook Consultants
Address: 456 Buckfield Road #459
Zip Code Turner, ME 04282
Work #: (207) 224-0252
Cell #: (207) 513-6123
Fax #: _____
Home #: _____
Email: mike@stoneybrookllc.com

Other professional representatives for the project (surveyors, engineers, etc.),

Name: Jones Associates, Inc.
Address: 280 Poland Spring Road
Zip Code Auburn, ME 04210
Work #: (207) 241-0235
Cell #: _____
Fax #: _____
Home #: _____
Email: _____

PROJECT DATA

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

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	_____ 5,139 sq. ft.
Proposed Total Paved Area	_____ 2,213 sq. ft.
Proposed Total Impervious Area	_____ 5,278 sq. ft.
Proposed Impervious Net Change	_____ 139 sq. ft.
Impervious surface ratio existing	_____ 52 % of lot area
Impervious surface ratio proposed	_____ 53 % of lot area

BUILDING AREA/LOT

COVERAGE

Existing Building Footprint	_____ 2,878 sq. ft.
Proposed Building Footprint	_____ 3,065 sq. ft.
Proposed Building Footprint Net change	_____ 187 sq. ft.
Existing Total Building Floor Area	_____ 7,075 sq. ft.
Proposed Total Building Floor Area	_____ 7,560 sq. ft.
Proposed Building Floor Area Net Change	_____ 485 sq. ft.
New Building	_____ No (yes or no)
Building Area/Lot coverage existing	_____ 29 % of lot area
Building Area/Lot coverage proposed	_____ 31 % of lot area

ZONING

Existing	_____ Downtown Residential
Proposed, if applicable	_____ N/A

LAND USE

Existing	_____ Dormitory
Proposed	_____ Apartments/Lodging

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	_____ 0
Proposed Number of Residential Units	_____ 5
Subdivision, Proposed Number of Lots	_____ 5 Units

PARKING SPACES

Existing Number of Parking Spaces	_____ 0
Proposed Number of Parking Spaces	_____ 0
Required Number of Parking Spaces	_____ 0
Number of Handicapped Parking Spaces	_____ 0

ESTIMATED COST OF PROJECT

_____ **\$1.6 million**

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	_____ 5,139 sq. ft.
Proposed Disturbed Area	_____ 2,500 sq. ft.
Proposed Impervious Area	_____ 5,278 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 created 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 _____ **N/A** passenger car equivalents (PCE)
(Since July 1, 1997)

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.

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: Sophia's House

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 143 Blake Street 195-554

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

	Planting Schedule				
Stormwater & Erosion Control Plan					
	Compliance w/ chapter 500	N/A			
	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)				
Lighting Plan					
	Full cut-off fixtures	✓			
	Meets Parking Lot Requirements	✓			
Traffic Information					
	Access Management	N/A			
	Signage				
	PCE - Trips in Peak Hour				
	Vehicular Movements				
	Safety Concerns				
	Pedestrian Circulation				
	Police Traffic				
	Engineering Traffic				
Utility Plan					
	Water	✓			
	Adequacy of Water Supply				
	Water main extension agreement				
	Sewer	✓			
	Available city capacity				
	Electric	✓			
	Natural Gas	✓			
	Cable/Phone	✓			
Natural Resources					
	Shoreland Zone	N/A			
	Flood Plain	N/A			
	Wetlands or Streams	N/A			
	Urban Impaired Stream	N/A			
	Phosphorus Check	N/A			
	Aquifer/Groundwater Protection	N/A			
	Applicable State Permits	N/A			
	No Name Pond Watershed (Lewiston only)	N/A			

	Lake Auburn Watershed (Auburn only)				
	Taylor Pond Watershed (Auburn only)				
Right Title or Interest					
	Verify	✓			
	Document Existing Easements, Covenants, etc.				
Technical & Financial Capacity					
	Cost Est./Financial Capacity	✓			
	Performance Guarantee				
State Subdivision Law					
	Verify/Check	✓			
	Covenants/Deed Restrictions	N/A			
	Offers of Conveyance to City	N/A			
	Association Documents	N/A			
	Location of Proposed Streets & Sidewalks	N/A			
	Proposed Lot Lines, etc.	N/A			
	Data to Determine Lots, etc.	✓			
	Subdivision Lots/Blocks	N/A			
	Specified Dedication of Land	N/A			
Additional Subdivision Standards					
	Single-Family Cluster (Lewiston only)	N/A			
	Multi-Unit Residential Development (Lewiston only)	N/A			
	Mobile Home Parks	N/A			
	Private Commercial or Industrial Subdivisions (Lewiston only)	N/A			
	PUD (Auburn only)	N/A			
A jpeg or pdf of the proposed site plan					
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					

Mike Gatto

mike@stonybrookllc.com

**Center for Wisdom's Women
97 Blake Street
Lewiston, ME 04240**

To Whom It May Concern:

The signature below authorizes Stonybrook Consultants, Inc. to act as the applicant's agent in the processing of the enclosed application.


(signature)

KLARA TAMMAY
(print name)

Executive Director
The Center for Wisdom's Women

Ordinance Requirements

Article XIII, Section 4

- (a) Utilization of the site - This project proposes to redevelop an existing property with an existing building that has been vacant for several years. The project will improve the overall appearance of the property and convert an old convent into shared community space, lodging rooms and five apartments. The historical features of the existing building will be retained and all development is proposed within a previously used portion of the site to minimize impacts on environmental resources of the area.
- (b) Traffic movements - This project will not impact traffic movements of any type in this area.
- (c) Access to the site - The project will use the existing access to this lot.
- (d) Internal vehicular circulation - Not Applicable
- (e) Pedestrian circulation - Safe pedestrian movement between the building, driveway and public sidewalks has been provided with this project.
- (f) Stormwater management - No changes are required or proposed.
- (g) Erosion control - All improvements for this project will be constructed under the requirements of State and Local erosion control standards.
- (h) Water supply - No changes are required or proposed.
- (i) Sewer disposal - No changes are required or proposed.

- (j) Utilities - This project will connect to the existing building utility services. No other utility services are proposed.
- (k) Natural features - There are no natural features on this lot within the project limits.
- (l) Groundwater protection - There will be no impact to groundwater resources by this project.
- (m) Water and air pollution - There will be no water or air pollution with this project.
- (n) Exterior lighting - The exterior lighting for this project has been designed to meet the City ordinance requirements.
- (o) Waste disposal - Any waste generated by this project will be collected within the building. A commercial waste hauler will be contracted to make regular pickups of the waste materials for disposal at a licensed disposal site.
- (p) Lot layout - Not Applicable.
- (q) Landscaping - None proposed.
- (r) Shoreland relationship - Not Applicable.
- (s) Open space - The existing open space areas available on the property will be retained with this project.
- (t) Technical and financial capacity - The application, surveys and design plans have been prepared by professionals qualified to perform this work. The applicant has also hired Hebert Construction to make all of the building and site improvements.
- (u) Buffering - Not Applicable.

(v) Compliance with district regulations - Development of this lot as proposed meets all of the requirements of Article XI, Section 9.

(w) Design consistent with performance standards - The improvements proposed will comply with the performance standards of Article XII, insofar as they may be applicable.

Article XIII, Section 5

(1) Water or air pollution - This project is not located in a floodplain and, with City sewer available, there will be no discharge of effluents on the property. This project will not result in any water or air pollution.

(2) Sufficient water available - This project will be connected to the City water system. Sufficient water is available to serve this project.

(3) Burden on existing water supply - This project will be connected to the City water system. This project will not cause an unreasonable burden on existing water supply.

(4) Soil erosion - This project will not cause unreasonable soil erosion or reduction or a reduction in the capacity of the land to hold water.

(5) Highway or public road congestion - This project will not cause unreasonable congestion or unsafe conditions with respect to use of any highways or roads.

(6) Sewage waste disposal - This project will be connected to the public sewer system which will provide adequate sewage waste disposal.

(7) Burden on municipal solid waste and sewage - This project will not cause any undue burden on the ability of the City of Lewiston to dispose of solid waste or sewage.

(8) Scenic or natural beauty - This project will not have an undue adverse impact on scenic, natural beauty, aesthetics, historic sites or rare and irreplaceable natural areas.

(9) Conformance with Comprehensive Plan - This project is being developed in conformance with the Land Use Code and the City's Comprehensive Plan.

(10) Financial and technical capacity - The applicant has adequate financial and technical capacity to complete this project.

(11) Water quality of lake or pond - Not Applicable. This project is not located within 250' of a pond, lake, river or tidal waters.

(12) Groundwater quality and quantity - This project will not impact the quality or quantity of groundwater.

(13) Flood - This project is not located in a floodplain area.

(14) Solar access of adjacent buildings/parcels - This project will not interfere unreasonably with solar access for any existing buildings or adjacent parcels.

Warranty Deed

St. Mary's Health System (f/k/a Sisters of Charity Health System, Inc.), a Maine Non-Profit Corporation with a place of business at 93 Campus Avenue, P. O. Box 7291, Lewiston, County of Androscoggin, State of Maine, for consideration paid, grants to St. Mary's Regional Medical Center, a Maine Non-Profit Corporation with a place of business at 93 Campus Avenue, P. O. Box 291, Lewiston, County of Androscoggin, State of Maine, with Warranty Covenants, a certain lot or parcel of land, with any buildings thereon, situated in Lewiston, Androscoggin County, Maine and further described in Exhibit A attached hereto and incorporated herein by reference.

In Witness Whereof, Carolyn M. Kasabian in her capacity as Chief Financial Officer and Treasurer of St. Mary's Health System has hereunto set her hand and seal in said capacity on this 31st day of December, 2010.

St. Mary's Health System (f/k/a Sisters of Charity Health System, Inc.)

NO MAINE R.E. TRANSFER TAX PAID

Lori J. Tame
Lori J. Tame

By: Carolyn M. Kasabian
Carolyn M. Kasabian, Chief Financial Officer and Treasurer

State of Maine
Androscoggin, ss.

January 4, 2011
~~December 3, 2010~~

Personally appeared the above-named Carolyn M. Kasabian, Chief Financial Officer and Treasurer of St. Mary's Health System (f/k/a Sisters of Charity Health System, Inc.) and acknowledged the foregoing instrument to be her free act and deed in said capacity and the free act and deed of St. Mary's Health System.

Before me,

Pamela M. Beaulé
_____, Notary Public

Print Name: PAMELA M. BEAULÉ
Notary Public, Maine
My Commission Expires July 16, 2013

SEAL

EXHIBIT A

Parcel 1: A certain lot or parcel of land with the buildings thereon situated in Lewiston, Androscoggin County, Maine, bounded and described as follows:

Commencing at the northwesterly corner of Walnut and Blake Streets, thence running northerly on Blake Street one hundred feet; thence at a right angle westerly one hundred feet; thence at a right angle southerly one hundred feet to Walnut Street, thence easterly by said Walnut Street one hundred feet to the point of beginning.

Being the same premises described in a deed from the Roman Catholic Bishop of Portland to Sisters of Charity Health System, Inc. dated November 23, 2005 recorded in the Androscoggin County Registry of Deeds in Book 6597, Page 313.

Parcel 2: A certain lot or parcel of land with the buildings thereon, situated in Lewiston, Androscoggin County, Maine, bounded and described as follows:

Commencing at the northeast corner of Walnut and Bates Streets; thence running easterly by the northerly line of Walnut Street, one hundred feet; thence at right angles northerly one hundred feet to land formerly occupied by the Universalist Society of Lewiston for a Meeting House lot; thence at right angles westerly one hundred feet to said Bates Street; thence at right angles southerly by the easterly side of said Bates Street one hundred feet to the point of commencement.

Being the same premises described in a deed from the Roman Catholic Bishop of Portland to Sisters of Charity Health System, Inc. dated November 23, 2005 recorded in the Androscoggin County Registry of Deeds in Book 6597, Page 313.

Parcel 3: A certain lot or parcel of land with the buildings thereon situated in Lewiston, Androscoggin County, Maine, bounded and described as follows:

Commencing at the southwest corner of land now or formerly owned by the Continental Mills on Bates Street; thence southerly on the line of said Bates Street seventy-five feet; thence at right angles easterly one hundred feet; thence at right angles northerly seventy-five feet to the line of said Continental Mills land; thence at right angles westerly one hundred feet to the point of commencement.

Being the same premises described in a deed from the Roman Catholic Bishop of Portland to Sisters of Charity Health System, Inc. dated November 23, 2005 recorded in the Androscoggin County Registry of Deeds in Book 6597, Page 313.

Parcel 4: A certain lot or parcel of land with the buildings thereon situated on the westerly side of Blake Street in Lewiston, Androscoggin County, Maine, bounded and described as follows:

Commencing at a point on the westerly line of Blake Street one hundred feet northerly from the northwesterly corner of Blake and Walnut Streets; thence running northerly on said westerly line of Blake Street fifty-two feet; thence at right angles westerly one hundred feet; thence at right angles southerly fifty-two feet; thence at right angles easterly one hundred feet to the point of commencement.

Being the same premises described in a deed from the Roman Catholic Bishop of Portland to Sisters of Charity Health System, Inc. dated November 23, 2005 recorded in the Androscoggin County Registry of Deeds in Book 6597, Page 313.

Parcel 5: A certain lot or parcel of land with the buildings thereon, situated in said Lewiston, Androscoggin County, Maine bounded and described as follows:

Beginning at a point in the westerly line of Blake Street, in said Lewiston, one hundred and eight feet southerly of the point formed by the intersection of the southerly line of Pine Street with the said westerly line of said Blake Street; thence southerly by said westerly line of said Blake Street for a distance of ninety feet; thence westerly at right angles with said Blake Street, or thereabouts, for a distance of one hundred feet; thence at right angles northerly for a distance of ninety feet; thence at right angles easterly for a distance of one hundred feet to said westerly line of said Blake Street and the point of beginning.

Being the same premises described in a deed from the Roman Catholic Bishop of Portland to Sisters of Charity Health System, Inc. dated November 23, 2005 recorded in the Androscoggin County Registry of Deeds in Book 6597, Page 313.

Parcel 6: A certain lot or parcel of land with the buildings thereon situated in Lewiston, Androscoggin County, Maine, bounded and described as follows:

Commencing at a point formed by the intersection of the southerly line of Pine Street with the westerly line of Blake Street; thence southerly by said westerly line of Blake Street; thence westerly at a right angle with said Blake Street, or thereabouts, one hundred feet; thence at a right angle northerly ninety-four feet and ten and three fourths inches; thence at a right angle easterly, forty-nine feet; thence northerly on a line parallel with Blake Street and fifty-one feet distant therefrom, fifty-five feet one and one-fourth inches; thence westerly at a right angle nineteen feet; thence northerly at a right angle forty-eight feet to the southerly line of Pine Street; thence easterly by said Pine Street, seventy feet to the point of beginning.

There is expressly excepted, however, from the above-described premises that certain part or portion thereof as was conveyed to the Roman Catholic Bishop of Portland by the following two deeds recorded in said Registry of Deeds: Book 761, Page 5. Robert J. Wiseman, Jr., et als to the Roman Catholic Bishop of Portland. Warranty deed dated May 31, 1957, Book 761, Page 8. Theresa B. Wiseman, Guardian of Robert J. Wiseman and Mary Ann Wiseman to The Roman Catholic Bishop of Portland, Guardian's Deed dated May 21, 1957, said certain excepted part or portion being described in said two deeds as follows:

A certain lot or parcel of land, with the buildings thereon situated in said Lewiston, Androscoggin County, Maine, bounded and described as follows:

Beginning at a point in the westerly line of Blake Street in said Lewiston, one hundred and eight feet southerly of the point formed by the intersection of the southerly line of Pine Street with the said westerly line of said Blake Street; thence southerly by the said westerly line of Blake Street for a distance of ninety feet; thence westerly at right angles with said Blake Street, or thereabouts, for a distance of one hundred feet; thence at right angles northerly for a distance of ninety feet; thence at right angles easterly for a distance of one hundred feet to said westerly line of said Blake Street and the point of beginning.

Being the same premises conveyed by Robert J.U. Wiseman, Jr., Philip J. Wiseman and Theresa E. Wiseman, along with Theresa E. Wiseman as guardian of Robert J. Wiseman and Mary Ann Wiseman evidenced by deeds both dated September 11, 1957 and respectively recorded in the Androscoggin County Registry of Deeds in Book 769, Pages 212 and 215.

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.

Meaning and intending to convey the same premises conveyed to this Grantor by the Roman Catholic Bishop of Portland by Deed dated November 23, 2005 and recorded at Book 6597, Page 311 of the Androscoggin County Registry of Deeds.



TAX MAP

SOPHIA'S HOUSE - 143 BLAKE STREET, LEWISTON
 APPLICANT: CENTER FOR WISDOM'S WOMEN
 SCALE: 1" = 200'±
 DATE OF GRAPHIC: JULY 11, 2018
 SOURCE: CITY OF LEWISTON TAX MAPS
 PUBLICATION DATE: APRIL 1, 2017

*Stoneybrook
 Consultants, Inc.*

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT, dated as of the 29th day of August, 2017, is by and among, St. Mary's Regional Medical Center a Maine nonprofit corporation with an address at 93 Campus Avenue, Lewiston, Maine, 04240 (the "Seller") and The Center for Wisdom's Women, a Maine nonprofit corporation with an address at 97 Blake Street, Lewiston, Maine, 04240 or its assigns ("Buyer").

WHEREAS, Seller is the owner of a certain parcel of land, and all improvements, buildings and fixtures presently on the real estate, at or near 143 Blake Street, situated in the City of Lewiston, Maine as more particularly depicted on Exhibit A (the "Real Estate"); and

WHEREAS, Seller and Buyer desire to enter into an option for the purchase and sale of that specific portion of the Real Estate comprising the Premises used and identified as a convent as designated in Exhibit A; and

WHEREAS, Seller wishes to grant to Buyer, and Buyer wishes to accept, an option to purchase (the "Option") with respect to the Premises upon and subject to the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Option Period: Extension: Exercise of Option.

- (a) Seller hereby grants Buyer the option to purchase the Premises for a period which expires November 30th, 2018 (the "Option Period"). Buyer shall pay to Seller as consideration for the Option the amount of One Dollar (\$1) which Seller acknowledges having received (the "Option Payment").
- (b) All payments made hereunder, including without limitation Option Payment paid, shall not be applied to the purchase price, and shall be non-refundable except as provided herein.
- (c) Buyer may exercise its option to purchase at any time during the Option Period by giving written notice to Seller of its intent to exercise its option to purchase (the "Purchase Notice") and satisfactorily demonstrating Buyer's satisfaction of all the terms, conditions and contingencies set forth herein. Notice delivered to Seller or sent to Seller by certified mail, return receipt requested, at the above address shall be sufficient. Any exercise of the Option shall be expressly conditioned upon buyer providing to Seller satisfactory documentation that it has secured financing and closed on construction loan financing for the intended acquisition and use of the premises by buyer consistent with the Sophia's House Development Schedule appended hereto as Exhibit B. The failure of the Buyer to satisfy the financing commitment and construction loan closing contingencies by

November 30, 2018 shall result in the automatic termination of this Agreement and the extinguishment of any and all rights whatsoever of Buyer in and to the Premises, with all rights and interests in the Premises reverting to Seller.

2. No Refund of Any Payments. The Option Payment and any other payments made by Buyer hereunder to Seller or to any public or private third party shall not be refundable.

3. Purchase Price. Subject to adjustment as set forth below, Buyer shall pay Seller a purchase price of One Dollar (\$1) (the "Purchase Price").

4. Closing. If Buyer exercises the Option, then closing on the transfer and sale of the Premises shall take place at a date and time and at a location mutually agreed to by the parties within ninety (90) days after the date of the Purchase Notice.

5. Conditions to Sale. If Buyer exercises its Option, the following terms and provisions shall apply:

- (a) The Premises shall be conveyed to Buyer "as is" by quitclaim deed without any representations or warranties by Seller. In the event that the Option is exercised, Buyer shall commission a surveyor satisfactory to Seller to determine the specific boundaries of the Premises as depicted on the sketch attached as Exhibit A, said boundaries shall be incorporated into the quitclaim deed transferring the Premises.
- (b) Real estate taxes, if any, for the then current tax period shall be apportioned as of the closing date. Buyer shall be solely responsible for any obligated payment of the Maine State transfer tax of the Premises, or any other costs, fees, assessments or taxes associated with the transfer, regardless of whether such items are imposed on Buyer or Seller in the first instance.

6. Representations. Seller represents and warrants as follows:

- (a) Seller is the current owner of the Premises, and 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, to Seller's knowledge, the performance by Seller of the obligations hereunder will not conflict with, or result in breach of any regulation, order, judgment, 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 bound.
- (b) To Seller's knowledge there are no agreements or contracts to which Seller is a party affecting the Premises or any use of the Premises that would not be terminable at will by Buyer without penalty from and after the Closing.

- (c) To Seller's knowledge there is no notice, suit, order, decree, claim, writ, injunction, or judgment relating to material violations of any laws, ordinances, codes, regulations or other requirements with respect to the Premises (or any portion thereof) in, of or by any court or governmental authority having jurisdiction.
- (d) Buyer represents, covenants and warrants to Seller that Buyer 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 Buyer 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 the by-laws or articles of organization of Buyer or any law or any regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Buyer is a party or by which it is bound. To Buyer's knowledge there is no notice, suit, action, proceeding, order, decree, claim, writ, injunction, or judgment that could affect Buyer's ability to consummate the transactions contemplated herein or to satisfy any terms, conditions or contingencies to the Transfer.

7. Affirmative Covenants of Seller. Seller agrees during the Option Period and pending closing if Buyer exercises its Option that:

- (a) Seller shall pay, when due, all taxes and assessments, if any, levied or assessed against the Premises. Seller (i) shall not commit or suffer waste and (ii) shall use its best efforts to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises.

8. Affirmative Covenants of Buyer. Buyer agrees that it shall discharge this Agreement with respect to any recording in the Androscoggin County Registry of Deeds, upon the expiration of the Option Period or Buyer's failure to satisfy any contingency, term or condition as set forth herein. Buyer shall provide Seller with an executed discharge of the option in a form satisfactory to Seller within seven (7) days of written request by Seller, after the expiration of the option period and any extensions as provided herein.

9. Notice. Whenever notice is given or required to be given by either of the parties hereto to the other, it shall be deemed to have been given if in writing and mailed by certified or registered mail, return receipt requested, postage prepaid, or hand delivered, addressed to the parties at the address set forth in the first paragraph above or to such other address(es) as either party shall have last designated by like notice in writing. All notices shall be effective upon hand delivery or mailing, whichever first occurs.

10. Buyer's Access. Buyer and others whom Buyer may designate shall have the right, at reasonable times and without disruption to Seller, at Buyer's sole cost and

expense, risk and hazard, to enter upon the Premises to examine the same and engage in non-invasive examinations of the Premises not involving any testing, modification or other impact on the Premises in any.

11. Construction of Agreement. This instrument, together with the exhibits hereto, is to be construed as a Maine contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and Buyer. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. Time is of the essence with respect to all dates set forth in this Agreement.

12. Expenses. Buyer shall pay all expenses related to the purchase of the property including legal fees, appraisal, engineering, design, site survey, subdivision costs, and any and all expenses incurred related to the transfer of title.

13. Risk of Loss. The risk of loss shall remain on Seller at all times until closing.

14. Assignment. This Agreement may not be assigned by the Buyer to any party without the express written consent of Seller, and any attempted assignment in contravention of these terms shall result in the Agreement and any rights of Buyer hereunder automatically terminating.

IN WITNESS, WHEREOF, the parties have executed this Option to Purchase Agreement as of the date first above written.

SELLER:

St. Mary's Health System

By: [Signature]
Name: Michael Hendrix
Its: Vice President of Finance

BUYER:

CENTER FOR WOMEN'S WISDOM

By: [Signature]
Name: KLARA TAMMANY
Its: The Center for Wisdoms Woman

STATE OF MAINE

COUNTY OF Penobscot, SS.

9/6/17

Personally, appeared the above-named, Michael Hendrix,
N/A of Michael Hendrix, Vice President of Finance of St. Mary's Reginal
Medical Center, and acknowledged the foregoing instrument to be his/her free act and deed and
the free act and deed of said Vice President of Finance for St. Mary's Regional Medical Center
Before me,

[Signature]
Notary Public/Attorney at Law
Bonnie A. Richards
Printed Name Commission Expires 5/2/24

STATE OF MAINE

COUNTY OF Androscoggin, SS.

9/6/17

Personally, appeared the above-named, Klara Tammany
of Klara Tammany, Executive Director of Center for Women's
Wisdom and acknowledged the foregoing instrument to be his/her free act and deed and the free
act and deed of said Executive Director of Center for Women's Wisdom,

Before me,

[Signature] Ben No 9431
Notary Public/Attorney at Law
Patricia E. Weidler
Printed Name

EXHIBIT A



NOTES

- 1) THE PURPOSE OF THIS PLAN IS TO AID IN DISCUSSIONS OF DIVIDING THE EXISTING PARCEL INTO TWO PARCELS SURROUNDING THE EXISTING BUILDINGS.
- 2) THIS IS NOT A BOUNDARY OR EXISTING CONDITIONS SURVEY.
- 3) THIS SKETCH IS BASED ON A MLI OF THE PARCEL PREPARED IN 2005 BY TECHNICAL SERVICES, INC.
- 4) FIELD SURVEY AND LOCATION OF EXISTING IMPROVEMENTS WILL BE REQUIRED TO CONFIRM COMPLIANCE WITH MINIMUM LOT SIZE REQUIREMENTS OF THE CITY OF LEWISTON.
- 5) THIS PLAN DOES NOT SHOW MUTUAL EASEMENTS THAT MAY BE REQUIRED FOR EXISTING UTILITY SERVICES, ACCESS TO THE PARCELS AND PROPOSED PARKING.
- 6) PROPOSED PARKING SHOWN AND USE OF THE BUILDING AT 143 BLAKE STREET MAY REQUIRE CITY APPROVALS.

REVISED: SEPTEMBER 1, 2011 - REMOVED PROPOSED PARKING

Stoneybrook Consultants, Inc. P.O. Box 499 - Turner, Maine 01202 (207) 514-7491 Voice / (207) 514-7492 Fax		DATE AUGUST 2011 JOB NUMBER 11-08	DRAWN BY: BSL CHECKED BY: BSL SCALE: 1" = 30' CADD: 11-08 BCT
LOT SPLIT SKETCH 143 BLAKE STREET PREPARED FOR ST. MARY'S REGIONAL MEDICAL CENTER		SHEET 1	

Sophia's House Development Schedule

September 2017 – December 2017

Capital Campaign and Grant Writing
CDBG Application
AHP Award Announced

January 2018 - March 2018

Capital Campaign and Grant Writing
Design Schematic
Design Approval

April 2018 - May 2018

Capital Campaign
Historic Tax Credit Investment
CDBG Award
Design Construction Documents

June 2018 – October 2018

Capital Campaign
Permits
Bidding

Nov 2018

Capital Campaign Complete
Construction Loan Closing

Dec 2018 - July 2019

Construction Phase

- Demolition / site work (CDBG funded)
- Renovate 11 Unit Sophia's House

July 2019

Begin Program and Tenant move-in

October 2019

Final Occupancy

July 11, 2018

Douglas Greene
City of Lewiston

RE: Tiny Town Childcare Center, LLC
Owners-Sandra Nadeau & Shanni Girardin

Hi Mr. Greene,

We are currently opening a childcare center at 1315 Sabattus St, Lewiston, Me. Our plan is to be licensed for up to 40-50 children.

After meeting with you, we have made the commitment of expanding the parking lot by adding reclaim or asphalt to make it within 15' of the Right of Way for Sabattus Street (see attached site plan). We will also stripe the parking spaces appropriately 9 x 18 (Total of 16 spaces). We will make sure this is completed prior to opening the childcare center.

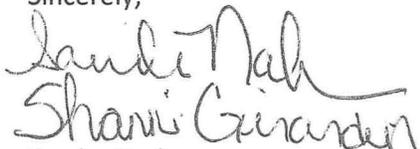
At this time we are finalizing some requirements from the Fire Marshall and for DHHS but we do have our preliminary license number from the State of Maine (DHHS) which is 739764.

We have also enclosed all of the necessary requirements for your review, as well as the \$200.00 fee.

If you have any additional questions please do not hesitate to contact us.

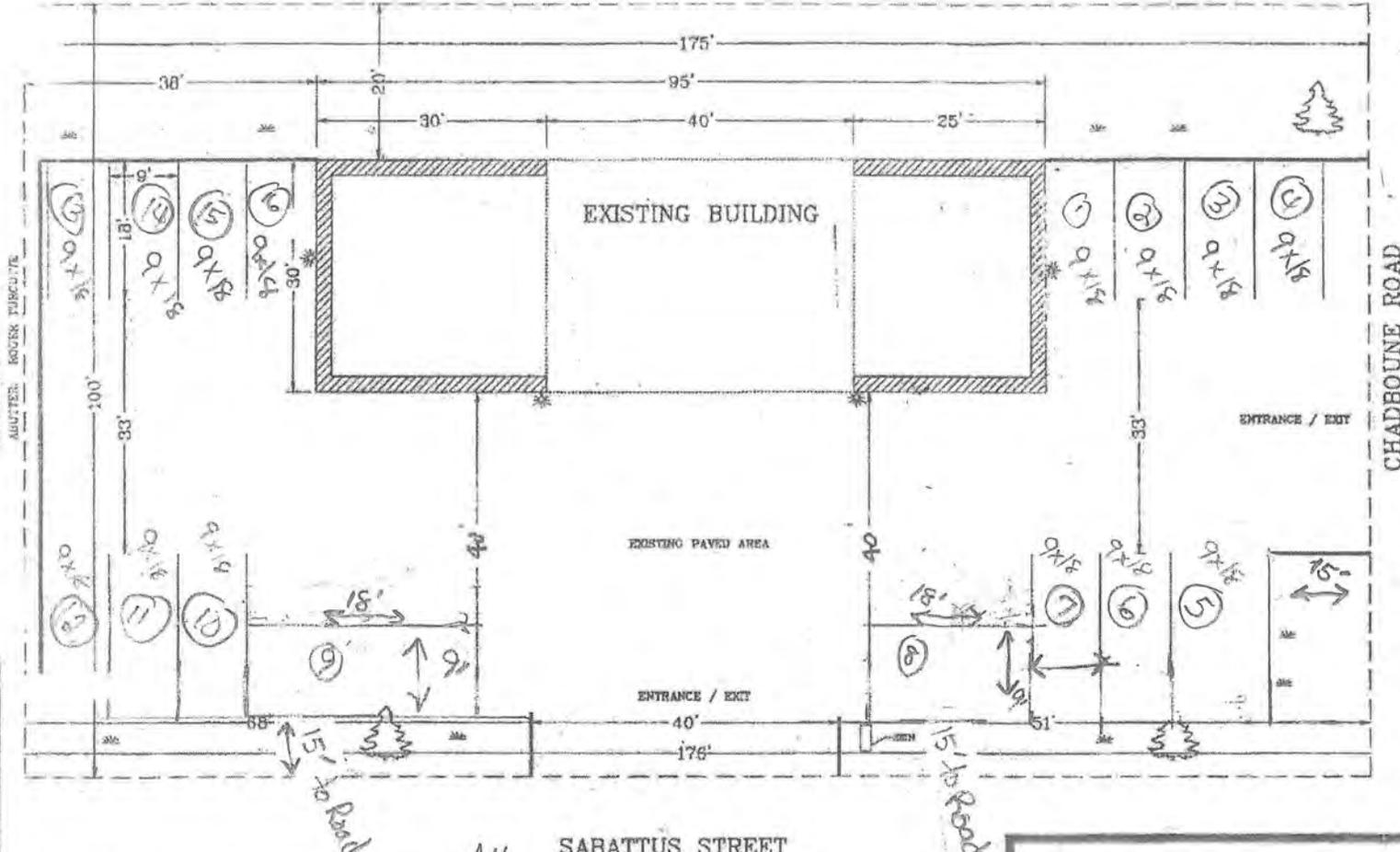
Thank you for your consideration and all of your help. It was greatly appreciated.

Sincerely,

Handwritten signature in cursive script, appearing to read "Sandra Nadeau" and "Shanni Girardin" on two lines.

Sandra Nadeau
Shanni Girardin

ADUTTER: ROGER TURCOTTE

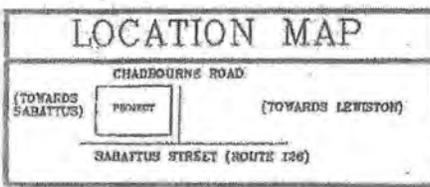


LEGEND:

- EXISTING BUILDING
- PROPOSED ADDITION
- APPROX BOUNDARY LINE
- PARKING SPACE NO.
- GRASS AREA
- EXTERIOR LIGHTING
- PROPOSED TREE TO BE PL.

APPROVED: CITY OF LEWIS

SIGNATURE _____



All SABATTUS STREET
Parking spaces 9x18

<h1>Tiny Town Childcare Center</h1>	
PROJECT ADDRESS: 1315 Sabattus Street Lewiston, Maine	
DATE: 7-11-18	
SCALE: 1" = 20'	

PROJECT DATA

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

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	6,600	sq. ft.
Proposed Total Paved Area	6,600	sq. ft.
Proposed Total Impervious Area	6,600	sq. ft.
Proposed Impervious Net Change	0	sq. ft.
Impervious surface ratio existing		% of lot area
Impervious surface ratio proposed		% of lot area

BUILDING AREA/LOT COVERAGE

Existing Building Footprint	45x30 2850	sq. ft.
Proposed Building Footprint	Same	sq. ft.
Proposed Building Footprint Net change	0	sq. ft.
Existing Total Building Floor Area	2850	sq. ft.
Proposed Total Building Floor Area	2850	sq. ft.
Proposed Building Floor Area Net Change	0	sq. ft.
New Building	NO	(yes or no)
Building Area/Lot coverage existing	15%	% of lot area
Building Area/Lot coverage proposed	15%	% of lot area

ZONING

Existing	HB
Proposed, if applicable	V

LAND USE

Existing	V
Proposed	

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	N/A
Proposed Number of Residential Units	N/A
Subdivision, Proposed Number of Lots	N/A

PARKING SPACES

Existing Number of Parking Spaces	16
Proposed Number of Parking Spaces	16
Required Number of Parking Spaces	16
Number of Handicapped Parking Spaces	—

ESTIMATED COST OF PROJECT

\$ _____

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 created 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 _____ passenger car equivalents (PCE)
(Since July 1, 1997)

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.

N/A

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: Tiny Town Childcare Center LLC

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 1315 Sloatter St, Lewiston Me 04240

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

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	Planting Schedule				
Stormwater & Erosion Control Plan					
	Compliance w/ chapter 500	✓			
	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)				
Lighting Plan					
	Full cut-off fixtures	✓			
	Meets Parking Lot Requirements	✓			
Traffic Information					
	Access Management				
	Signage	✓			
	PCE - Trips in Peak Hour				
	Vehicular Movements				
	Safety Concerns	✓			
	Pedestrian Circulation				
	Police Traffic				
	Engineering Traffic				
Utility Plan					
	Water				
	Adequacy of Water Supply	✓			
	Water main extension agreement				
	Sewer	✓			
	Available city capacity	✓			
	Electric	✓			
	Natural Gas				
	Cable/Phone	✓			
Natural Resources					
	Shoreland Zone				
	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)				
Right Title or Interest					
	Verify	✓			
	Document Existing Easements, Covenants, etc.				
Technical & Financial Capacity					
	Cost Est./Financial Capacity				
	Performance Guarantee				
State Subdivision Law					
	Verify/Check				
	Covenants/Deed Restrictions				
	Offers of Conveyance to City				
	Association Documents				
	Location of Proposed Streets & Sidewalks				
	Proposed Lot Lines, etc.				
	Data to Determine Lots, etc.				
	Subdivision Lots/Blocks				
	Specified Dedication of Land				
Additional Subdivision Standards					
	Single-Family Cluster (Lewiston only)				
	Multi-Unit Residential Development (Lewiston only)				
	Mobile Home Parks				
	Private Commercial or Industrial Subdivisions (Lewiston only)				
	PUD (Auburn only)				
A jpeg or pdf of the proposed site plan		✓			
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		✓			

**Commercial Building
Lease Agreement**

This Commercial Building Lease Agreement dated July 1, 2018 is between

1. Landlord

The landlord and/or agent will be referred to as "landlord"

Curtis Stewart (Landlord)

2. Tenant: Is/are

Sandra Nadeau dba Tiny Town Childcare Center, LLC and will be referred to in this lease as "tenant".

The contact address on file for the tenant is

112 Old Chadbourne Road Lewiston, ME 04240

And the contact telephone number is 207-576-3839.

Tenant agrees to notify landlord of any changes in contact information.

3. Rental Property

The landlord agrees to rent to the tenant the property located at 1317 Sabattus Street, Lewiston, ME 04240 which will be referred to in this lease as the "lease premises".

4. Term of Lease Agreement

The term of the lease is to commence at 12:00 AM on July 1, 2018

And end at 11:59 PM on June 30, 2020

5. Use of Property

Tenant agrees to use the premises for child care center and no other uses without written consent from the landlord.

6. Amount of Rent

The amount of rent is \$2,000.00 per month, plus Real Estate taxes (currently \$350.00 per month)

7. Date Rent is Due

The rent is due on or before the 1st day of each month.

The rent due date is the date the landlord must receive the tenant payment.

Rental payments are made payable to Curtis Stewart.

8. Late Fee

If the rent or any other charges are not received by the landlord on or before the seven days after the rent due date, tenant must pay a late fee of \$100.00 in addition to the rent.

Rental payments paid late 2 times within a twelve month period create a default of lease.

Payments received by landlord when there are arrearages shall be credited, 1st to any outstanding balances, and then applied to the current amount due.

9. Security Deposit

The tenants have paid to the landlord a security deposit of \$2,000.00.

The security deposit is intended to pay the cost of damage, cleaning, excessive wear and tear, and unreturned keys once the lease has ended and/or for any unpaid charges or attorney's fees suffered by the landlord by reason of tenant's default of this lease.

Under no circumstances can the security deposit be used as payment for rent and/or other charges due during the term of this lease. The property must be left in good, clean condition with all trash, debris, and tenant personal property removed and with all appliances and equipment in working order.

10. Condition of Property

Tenant agrees that neither the landlord nor his agent has made promises regarding the condition of the premises.

Tenant agrees to return the premises to the landlord at the end of the lease in the same condition it was at the beginning of the lease – with the exception of approved enhancements to the building.

11. Returned Payments

A return payment fee of \$45.00 will be added for all return payments. A personal check will not be accepted as payment to replace a returned payment. If there is more than one instance of returned payments, tenant agrees that the landlord may require all future payments to be made in cash.

If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

12. Special Terms and Conditions

The landlord and tenant agree to the following extra services, charges, and/or special terms.

This is a triple net lease but tenant will pay Real Estate taxes to landlord monthly.

If taxes increase, then the monthly rent will reflect the increase.

Tenant is responsible for all utilities, insurance and maintenance to building.

All alterations to building must be requested in writing by the tenant and approved by the landlord. Failure to complete lease agreement will result in loss of deposit.

13. The tenant will be responsible for any fine and/or violation that is imposed on the landlord due to the tenant's negligence.

The tenant shall abide by all Federal, State, and Local laws.

The tenant agrees not to use the premises for any unlawful purposes including but not limited to the sale, use or possession of illegal drugs on or around leased premises.

14. Insurance

Tenant agrees to be solely responsible for any damages to or loss of tenant's property. Landlord is not responsible for any loss or damage due to fire, theft, water, wind, hurricane or any damage whatsoever of tenant's property nor is landlord required to carry insurance to cover same.

14A. Lessee agrees to procure and maintain in force during the term of this lease at its own expense a policy of comprehensive general liability insurance with an insurance company authorized to do business in the State of Maine and acceptable to lessor. Such insurance shall be carried in the name of and for the benefit of lessee and lessor; shall provide coverage of at least \$400,000.00 in case of death of or injury to any one or more persons in the same occurrence. Such policies shall be non-cancelable with respect to the lessor (and those of privity of estate with the lessor) except upon 10 days written notice to lessor. Lessee shall furnish lessor with a duplicate original certificate of such insurance. At the end of the initial term of this lease and prior to any renewal hereof,

lessee shall increase the insurance coverage provided for herein if requested to do so by lessor to such amounts which are then adequate against increases in insurance awards whether caused by inflation or otherwise.

15. Security not Promised

Tenant has inspected and acknowledges that all door locks are in sound working order. Tenant at his own expense, may provide a suitable means of locking said premises, give a key or combination to landlord so that he or his agent may enter at any time to inspect same, to make repairs or to enforce the lease. Tenant further understands and acknowledges that although landlord makes every effort to make premises safe and secure, this in no way creates a promise of security.

16. Landlord may change terms, conditions, rules and regulations and/or addendums by giving 30 days written notice to tenant.

17. Lease Agreement Expiration/Extension

Option to extend term; Lessee has 1 option, having a separate term of 24 months, to extend the Lease Term, provided this lease is then not in default and provided lessee provides written notice to lessor, in the manner herein required for written notice, not later than six months prior to the expiration of the Initial Term of the lease.

In the event lessee exercises its option to extend, lessor and lessee agree to renegotiate monthly rent amounts over extended lease term. Such negotiations must be concluded at least 90 days prior to the expiration of the original lease term.

18. Any notice required by the terms of this lease shall be submitted in writing to the landlord.

19. Landlord's Remedies

If tenant violates any part of this lease including non-payment of rent, tenant is in default of this lease agreement.

In the event the tenant fails to pay the rent due under the terms and conditions of this agreement, landlord may deny access until the rent and all outstanding charges are paid in full.

Whenever the rent is 30 days in arrears, landlord may remove any property in the building or on the property and release the premises to the landlord. Landlord shall have a lien on any property placed in the building and have the right to sell the property at public or private sale as provided by law.

20. Subordination

This lease agreement is subject and subordinate to any lease, financing, loans, other arrangements or right to possession with regards to the building or land that landlord is obligated to now or in the future including existing and future financing and/or loans or leases on the building and land.

21. Condemnation

If any authority having power of condemnation takes the whole or part of the leased premises, this lease agreement will end. Tenant will remove all personal property and the lease terms will no longer apply. Tenant, however, is responsible for all rent and charges until such time tenant vacates.

22. Binding of Heirs and Assigns

All provisions, terms, and conditions of this lease shall be binding to tenant, landlord, heirs, assigns, and legal successors.

23. Severability

If any part of this lease is not valid, enforceable, or legal it will not cancel or void the rest of the agreement. The remainder of the lease will continue to be valid and enforceable by the landlord to the maximum extent of the laws and regulations set forth by local, state, and federal governments.

24. Assigning and Subletting

Lessee may not assign this lease or sublet the whole or part of the leased premises without the prior express written consent of lessor, which consent shall not be withheld. Any assignment or sublease to which lessor consents in writing shall in no way relieve or release lessee from liability hereunder. The lessor may object upon the basis of credit worthiness of the sub lessee, and to prevent use of the Real Property to be used for a purpose or in a manner that is unlawful, illegal, a nuisance, or which may violate the terms of any lease agreement between the lessor and any other lessee in the building.

25. Notice

This is an important legal document.

You may have an attorney review the lease agreement prior to signing it.

If the landlord fails to enforce any provision of this lease agreement it is not a waiver of any future default of the remaining provisions.

Landlord's acceptance of rental payments is not a waiver of any default by the tenant.

You are waiving your right to have notice sent to you before the landlord starts court action to recover possessions for non-payment of rent or any other reason.

26. Upon entering into this lease agreement, tenant will pay 1st month's rent of \$2,000.00 plus Real Estate taxes (currently \$350.00 monthly) and the security deposit of \$2,000.00. Tenant will also provide at this time proof of insurance, indicating Curtis Stewart as Lessor and Sandra Nadeau dba Tiny Town Childcare Center, LLC as Lessee.

By signing this 4 page agreement tenant certifies that he has read, understood and agrees to comply with all terms and conditions of this lease and that he has received the keys of the leased property.

Tenant Signature Sandra Nadeau Date 7/2/18
 Landlord Signature Curtis Stewart Date 7/2/18

Will Extend Drive way to City
Spec. CS