

**CITY OF LEWISTON**  
**PLANNING BOARD MEETING**  
Monday, March 25 2019 – 5:30 P.M.  
City Council Chambers – First Floor  
Lewiston City Building  
27 Pine Street, Lewiston, ME

## **AGENDA**

**1. ROLL CALL**

**2. ADJUSTMENTS TO THE AGENDA**

**3. CORRESPONDENCE**

**4. PUBLIC HEARINGS:**

- a. A contract rezoning request by Saxon Partners, LLC for properties located at 10, 35 and 37 Avon Street. This request rezones the properties from the Resource Conservation (RC), Urban Enterprise (UE) and Neighborhood Conservation “B” (NCB) Districts to the Centreville (CV) District to expand the density restrictions and modify space and bulk requirements to allow the development of 245 apartment units.

**5. OTHER BUSINESS:**

**6. READING OF THE MINUTES:** Motion to adopt the March 11, 2019 draft minutes

**7. ADJOURNMENT**

The next scheduled Planning Board meeting is April 8, 2019



## CITY OF LEWISTON

### Department of Planning & Code Enforcement

**TO: Planning Board**  
**FROM: Douglas Greene, City Planner**  
**DATE: March 25, 2019**  
**RE: Proposed Contract Rezoning of 163 Bates Street**

**The Proposal:** Pursuant to Article XVII, Section 5, b, (4), and Section 5, g (1-4) of the Zoning and Land Use Code, Saxon Partners, LLC has submitted a request to contract zone properties located at 10, 35 and 37 Avon Street from the Resource Conservation (RC), Urban Enterprise (UE) and Neighborhood Conservation “B” (NCB) Districts to the Centreville (CV) District to expand the density restrictions, change certain land use requirements and modify space and bulk requirements to allow the development of 245 apartment units.

The three properties total 6.88 acres. 10 Avon Street (5.71 ac) is the vacant, former site of Pineland Lumber Company, which contains a number warehouse and office buildings and is currently zoned RC and UE. The applicant is proposing to construct two, four-story buildings, each with 105 residential units on this property. The properties at 35 and 37 Avon Street (1.17 ac. in total) are vacant and includes a discontinued section of Bridge Street that was vacated by the City in 1974. This area is currently zoned NCB. A single three story building with 35 residential units is proposed on this site.

The property at 10 Avon Street is located along the Androscoggin River. In 2013, FEMA’s Flood Rate Insurance Maps (FIRM) were updated removing areas with elevations no longer within a 100- year floodplain. A portion of 10 Avon Street, currently zoned RC, had the 100-year floodplain removed as a result of the updated mapping. In 1988, as part of a city-wide rezoning and adoption of the communities first comprehensive plan, nearly all areas located within the 100 year flood zone were mapped RC. This was done in part to protect potentially sensitive habitats and discourage redevelopment and new development from occurring in flood prone areas that may be subject to adverse impacts on other properties and insurance claims from flood damage. With FEMA determining in 2013 that this area is no longer a 100 year floodplain, the applicant is now requesting the area currently zoned RC be rezoned to CV as part of the contract zone request. The adjacent property at 2 Avon Street also had an area of 100 year floodplain removed in 2013 and was rezoned from Resource Conservation to Urban Enterprise by the Planning Board and City Council in January 2016. (See Attachment 1) Also worth noting is that there is an existing 25 foot General Development Shoreland zoning buffer/set-back area along the Androscoggin River which will remain.

**Contract Rezone Uses and Bulk, Yard Requests:** The petitioner is requesting a contract rezoning on the properties from RC, UE and NCB to CV in order to allow the construction of the 245 residential units as proposed. The application includes a contract rezoning land use chart that compares the existing land uses to the proposed modified Centreville contract zone.

The contract rezoning land use chart proposes the following land uses:

- Multi-family dwellings and mixed use structures would be permitted uses
- Business and professional offices, restaurants, drinking places, indoor amusement, arts and crafts, personal services, retail and neighborhood retail would be permitted as part of a mixed use structure
- Private or public facilities for non-intensive outdoor recreation and fitness and recreational sports centers would be permitted as accessory uses

The contract rezoning bulk and yard chart proposes the following changes:

- A request to lower the minimum net lot area per dwelling unit with public sewer from 1,500 sf per dwelling unit (for the UE zone) to 1,180 sf per dwelling unit to allow for the density requested. A condition has been added to the Contract Rezoning Agreement to limit the density at 10 Avon Street to no greater than 210 dwelling units and the density at 35-37 Avon Street to be no greater than 35 dwelling units.
- The minimum front setback would be 25 feet for principle structures and 0 feet for accessory structures.
- The maximum height would be 80 feet for principle structures and 20 feet for accessory structures

**Other Requests to Change Existing Land Use Requirements:** The applicant is requesting 3 changes to existing land use requirements that would be added to the contract zone agreement.

1. Article V (Administration and Enforcement), Section 3 (l) prohibits more than one residential structure per lot. However, that section is contradicted by Article XIII (Development Review and Standards), Section 8 which allows developments in which, two or more principal structures are placed on one lot. The applicant draws attention to the inconsistency of the two conflicting regulations and is requesting that Article V, Section 3 (l) not apply.
2. The second change relates to Shoreland zoning. Article XII (Performance Standards), Section 2 (e) (2) of the Shoreland zoning ordinance that requires residential lots located within the 250 foot shoreland area must be a minimum of 40,000 sf per dwelling unit. The property at 10 Avon Street is bounded to the northwest by the Androscoggin River, which creates a 250 foot shoreland area into the property. The applicant is requesting a waiver of this provision. The Staff discussed this requirement with Colin Clark of Maine DEP, who responded that the local municipality has the authority to waive this provision through a contract rezoning.
3. The third land use requirement requested to be changed involves the development standards found in Article XIII (Development Review and Standards), Section 8. These standards for are intended for suburban-type subdivision projects and mandate per unit requirements for private open space, personal storage space, and open space. These standards, if implemented would leave little space for the actual development. The applicant is requesting a waiver of the development standards found in Section 8.

**Compliance with the Comprehensive Plan-** The applicant has included references to the Legacy Lewiston 2017 Comprehensive Plan; citing the need for new housing due to aging

downtown housing stock, (pg. 120); increasing housing choices due to a need for up to 600 new housing units by 2020, (pg. 172) and the need to provide more employee housing, with Androscoggin County “looking to welcome 2,000 new jobs by 2020”. (pg. 179)

**Neighborhood Meeting-** A neighborhood meeting was held on October 3, 2018 and was well attended. Concerns raised at the meeting included, but were not limited to: traffic, the need for better sidewalks, scale of the project, questioning if there a need or demand for the project, asking if there would be a commitment to the project being market rate, and would the project be impacted by flooding?

**Planning Board Action-** The Planning Board should make its recommendation to the City Council based on Article XVII (Amendment and Other Provisions), Section 5, b, (4), and Section 5, g (1-4) of the Zoning Ordinance.

Section 5, b, (4) directs the Planning Board to limit its considerations with a (contract zone) application; that it is consistent with the Comprehensive Plan, that the proposal should contain a written statement of conditions that shall apply only to the requested properties, and contain a written contract with the city with conditions or restrictions that would only apply to the to the property requested for the contract zoning.

Section 5, g (1-4) reiterates approving a contract zoning if the change is consistent with the Comprehensive Plan, the applicant proposes uses consistent with the existing and permitted uses within the original districts, that being the UE and NCB districts and the conditions and restrictions imposed relate only to the physical development or operation of the property

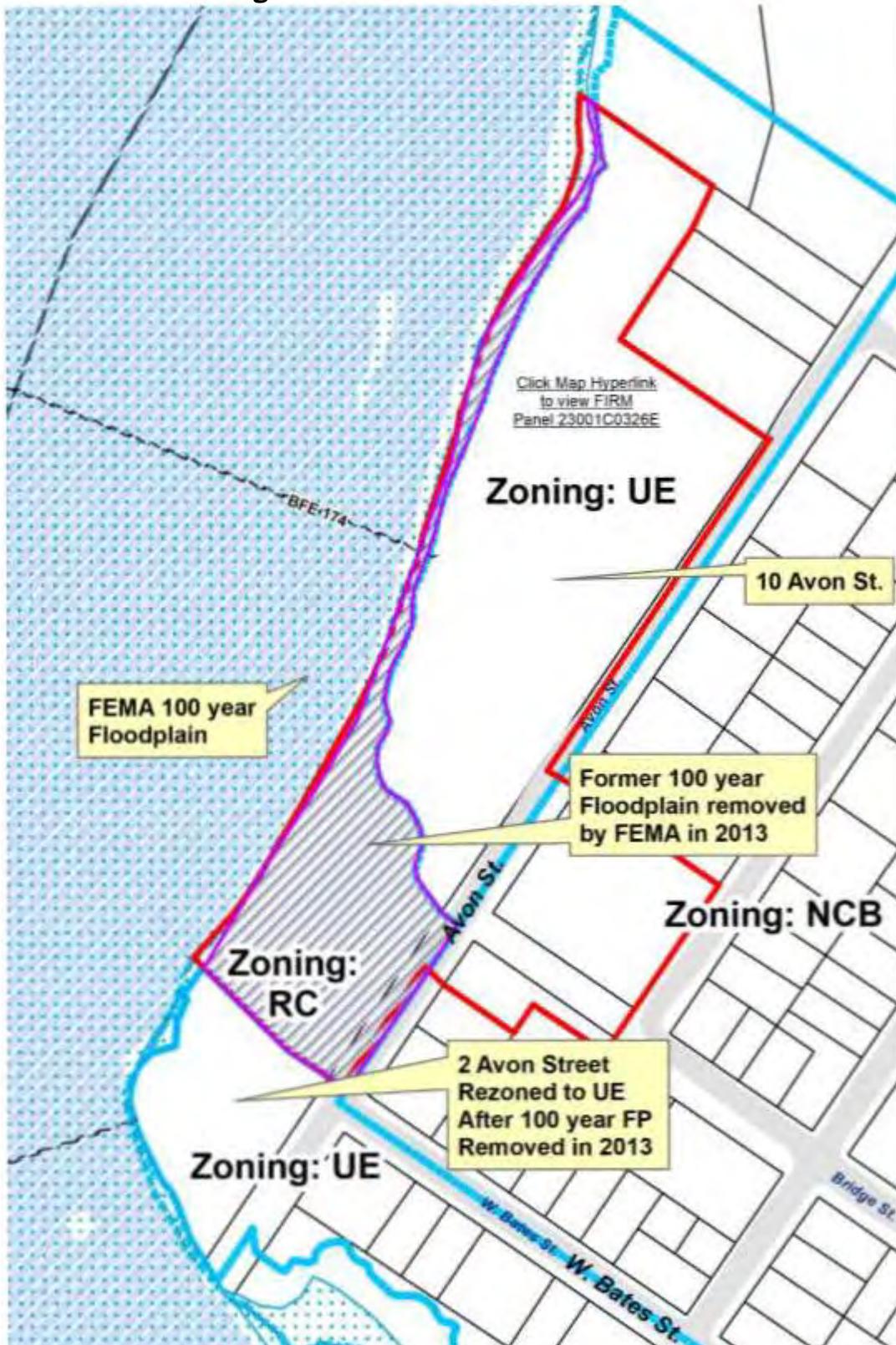
### **ACTION NECESSARY**

Make a motion pursuant to Article VII (Planning Board- Powers and Duties), Section 4 and Article XVII (Amendment and Other Legal Provisions), Section 5 of the Zoning and Land Use Code to send a favorable recommendation to the City Council for the Contract Zoning request by Saxon Partners, LLC for properties located at 10, 35 and 37 Avon Street from the Resource Conservation (RC), Urban Enterprise (UE) and Neighborhood Conservation “B” (NCB) Districts to the Centreville (CV) District with the findings:

- the applicant has submitted a complete application
- the RC zoned portion of 10 Avon Street is generally no longer located within a 100 year floodplain
- the applicant proposes uses consistent with the existing and permitted uses within the original districts, that being the Urban Enterprise (UE) and Neighborhood Conservation “B” (NCB) districts
- the conditions and restrictions imposed relate only to the physical development or operation of the property
- the application is consistent with the goals and objectives of the Legacy Lewiston 2017 Comprehensive Plan

# Attachment 1

## 10 Avon Street Changes to the 100 Year Flood Plain



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March 6, 2019

Doug Greene  
City Planner/Deputy Director Planning and Code Enforcement  
City of Lewiston  
27 Pine Street  
Lewiston, ME 04240-7201

RE: Contract Rezoning of 10, 35 and 37 Avon Street

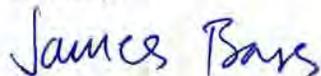
Dear Mr. Greene:

On behalf of Saxon Partners, LLC (Saxon), I submit the enclosed Contract Rezone request for 10, 35 and 37 Avon Street (the property). In the application, Saxon respectfully requests that the property be contractually rezoned from the Resource Conservation, Urban Enterprise, and Neighborhood Conservation "B" Districts to the Centreville District and that other incompatible land and use requirements be lifted.

The property has been owned by Lewiston Waterfront Development, LLC and previously housed Pineland Lumber for a majority of the twentieth century. Lewiston Waterfront Development, LLC has executed a Purchase & Sale Agreement with Saxon. The Purchase & Sale Agreement is subject to approval of this Contract Rezone application.

Saxon respectfully requests support of its Contract Rezone request. Along with members of the Saxon team, I will be present at the upcoming meetings to present this information and answer any questions the Planning Board or City Council have.

Sincerely,



James Bass, Esq.  
Soltan Bass Smith LLC  
Augusta, ME

**PETITION TO AMEND THE CITY OF LEWISTON**  
**ZONING AND LAND USE CODE**

Pursuant to Appendix A, Article XVII, Section 5, Amendments of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to contract zone the property at 10, 35 and 37 Avon Street from the Resource Conservation (RC), Urban Enterprise (UE), and Neighborhood Conservation "B" (NCB) Districts to the Centreville (CV) District and lift the lot use limitation in Art. V, Sec. 3(1), the minimum lot size requirement in Art. XII, Sec. 2(e)(2), and the additional development standards in Art. XIII, Sec. 8. This would permit multi-family dwellings and accessory uses as described and shown in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1	<i>[Signature]</i>	José Fuentes	116 Summer St	01/27/19
2	<i>[Signature]</i>	MIRIAM FUENTES	116 Summer St	01/27/19
3	<i>[Signature]</i>	ANTHONY ELIAS	124 SUMMER ST	01/27/19
4	<i>[Signature]</i>	Pat Ashton	89 Whipple St	01/27/19
5	<i>[Signature]</i>	Michael Douglas	21 Spring St. Apt 2	1/27/19
6	<i>[Signature]</i>	DANIEL F. CONROD	264 SPRING ST	01/27/19
7	<i>[Signature]</i>	Chelsea Brown	43 Spring St	1-27-19
8	<i>[Signature]</i>	Mark & Leanne	34 Spring St	1/27/19
9	<i>[Signature]</i>	Barry Naps	56 Summer St	1-27-19
10	<i>[Signature]</i>	Heather Campbell	69 Summer St	1/27/19
11	<i>[Signature]</i>	13: LITTON A. GRANDMAN	57 JEAN ST	2/1/19
12	<i>[Signature]</i>	Diane T. Grandman	57 Jean St	2/1/19
13	<i>[Signature]</i>	Doris Meservier 23 Mitchell St	23 Mitchell St.	2/1/19
14	<i>[Signature]</i>	VENY LAVOIE	350 Randal Rd	2/1/19
15	<i>[Signature]</i>	Carl Shellize	17 Cherrywood Dr.	2/1/19
16	<i>[Signature]</i>	Stephen Burger	7 Shearwater St. Apt. 1A Lewiston, ME 04240	2/1/19
17	<i>[Signature]</i>	Ben Grenier	43 Lisbon St. Apt 1	2/1/19
18	<i>[Signature]</i>	David N. Freeman	69 Horton St. Apt: 20	2/1/19
19	<i>[Signature]</i>	Lloyd Denevede	101 Ash Street	2/1/19
20	<i>[Signature]</i>	Rose Pruckman	16 Bellefleur Ave	2/1/19

**CIRCULATOR'S VERIFICATION**

I hereby verify that I am the Circulator of this petition that all the signatures to this petition were made in my presence, and to the best of my knowledge and belief, each signature is that of the person it purports to be, and each person is a resident of the City of Lewiston.

Anthony A. Armstrong  
Signature of Circulator

Anthony A. Armstrong  
Printed Name of Circulator

2/1/19  
Date

**REGISTRAR'S CERTIFICATION**

I hereby certify and verify that the names of all of the petitioners listed as valid appear on the voting list as registered voters in the City of Lewiston.

Total Valid: 16 Total Invalid: 4

[Signature]  
Signature of Registrar/Deputy Registrar

Date: 2-5-19

AN ORDINANCE PERTAINING TO ZONING BOUNDARIES

**THE CITY OF LEWISTON HEREBY ORDAINS:**

Appendix A of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

**APPENDIX A**

**ZONING AND LAND USE CODE**

**ARTICLE IV. ESTABLISHMENT OF DISTRICTS**

**Sec. 1. Zoning Map**

The City of Lewiston hereby ordains that the Official Zoning Map of the City of Lewiston be amended by establishing a contract zone for the property at 10, 35 and 37 Avon Street as recorded in the Androscoggin Registry of Deeds Book 8979 Page 146 as described in Exhibit “A” and depicted on Exhibit “C”, both of which are attached hereto as follows, to wit: said property be contractually rezoned from the Resource Conservation (RC), Urban Enterprise (UE), and Neighborhood Conservation “B” (NCB) Districts to the Centreville (CV) District and the lot use limitation in Art. V, Sec. 3(l), the minimum lot size requirement in Art. XII, Sec. 2(e)(2), and the additional development standards in Art. XIII, Sec. 8 not apply.

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**REASONS FOR THE PROPOSED AMENDMENT**

The reason for the proposed amendment is to allow the development of a modern residential complex built on the vacant Pineland Lumber property. That property consists of three parcels of real estate: 10 Avon Street, shown on Tax Map 206 as Lot 19 (5.71 acres) and 35 and 37 Avon Street, shown on Tax Map 206 as Lots 27 and 28 (1.17 acres). (The land between 35 and 37 Avon Street was once an extension of Bridge Street but that portion of Bridge Street was vacated by the City of Lewiston on May 21, 1974 (see Exhibit B). It is owned by Lewiston Waterfront Development, LLC, the current owners of 10, 35 and 37 Avon Street). Because the property once housed Pineland Lumber’s operations, it currently consists of both multiple large, vacant buildings and expansive areas of impervious surfaces.

The development proposed by Saxon Partners, LLC (Saxon) would include three residential buildings containing a total of 245 apartments. Saxon intends to construct two four-story buildings on 10 Avon Street, each containing 105 residential units, and one three-story building on 35 and 37 Avon Street housing 35 residential units.

Saxon has been active in real estate development for over twenty years, with a particular focus on retail and residential properties in the northeast. Saxon recently initiated a program of

developing apartment buildings specifically targeting employees of major hospitals by providing efficient housing units in close proximity to their workplace. The program is currently being rolled out in a number of markets, with apartments designed for sites near hospitals in six different states.

The apartment units each include full kitchen and laundry facilities, but are designed with great efficiency in order to provide an attractive living space at an attractive monthly rental rate. Split between studios and one-bedroom units, the proposed apartments would offer a much needed housing option for employees of the nearby medical facilities as well as those working at other businesses in the area.

The three buildings will be laid out in a manner that provides convenient surface parking for residents while also providing significant open space. Proposed amenities for this project include common entertaining areas, shared library/work space areas, fitness areas, and outdoor barbeque and recreation spaces. Some covered parking structures may be offered and the parking lot design is intended to allow for additional parking based on resident demand.

To allow this project, Saxon respectfully requests that the property be contractually rezoned from the Resource Conservation (RC), Urban Enterprise (UE), and Neighborhood Conservation “B” (NCB) Districts to the Centreville (CV) District and that other incompatible land and use requirements be lifted.

Currently, the property is a combination of three separate zoning districts. The southern end of 10 Avon Street is zoned RC while the middle and northern end are zoned UE. The lot located at 35 and 37 Avon Street is zoned NCB. While both the UE and NCB districts allow multifamily dwellings, RC does not. Additionally, the front and side setback requirements in the RC and UE districts pose obstacles to this development. For these reasons, Saxon asks the property be contractually rezoned to the CV district which does fully allow multifamily dwellings and has no minimum front and side setback requirements. Supporting this request is the CV district’s “statement of purpose” which seeks to “encourage a concentration of economic enterprises in the central business district that is convenient and attractive for...*appropriate residential uses* in a setting conducive to a high volume of pedestrian traffic” (Zoning and Land Use Code of the City of Lewiston, Maine, Art. XI, Sec. 13(a), *emphasis mine*). Not only does the Code envision high density residential uses in a busy, centrally located district but the actual CV district is geographically close to the property so the requested rezoning will not create an isolated district unrelated to adjacent districts.

In addition to the rezone request, Saxon notes that some other land and use requirements in the Code should be lifted, either because they are inconsistent with other sections in the Code or are incompatible with this project.

The first is the lot use limitation in Art. V, Sec. 3(l) of the Code. This provision prohibits more than one residential structure per lot; however, it is contradicted in Art. XIII, Sec. 8 which allows “[d]evelopments in which two or more principal residential structures are placed on one lot.”

Because of the uncertainty created by this inconsistency and because this project contains two residential buildings at 10 Avon Street, Saxon respectfully requests that this limitation in Art. V, Sec. 3(l) not apply.

The second is the minimum lot size requirement in Art. XII, Sec. 2(e)(2). This provision applies to all residential uses located in a shoreland area. (This project is located within a shoreland area as it is within 250 feet of the normal high watermark of the Androscoggin River). Under this section, the minimum lot size is 40,000 square feet per dwelling unit. As Saxon intends to build 210 units within this zone at 10 Avon Street, this provision would require a lot size of approximately 193 acres. This is clearly impractical for a development like this and Saxon asks that this lot size requirement be lifted.

The third and last incompatible requirement that Saxon requests be lifted involves the group of additional development standards in Art. XIII, Sec. 8. These standards incorporate specific mandates per dwelling unit such as private outdoor space, minimum storage space, and open space requirements that are ill-suited for modern, efficient, multifamily dwellings. These requirements are well-intentioned—and Saxon’s plan incorporates many of their design features such as indoor recreation facilities and outdoor barbeque areas—but their application would prohibit this development. As such, Saxon respectfully requests the additional developments standards not apply.

### CONFORMANCE WITH THE COMPREHENSIVE PLAN

The City Council of the City of Lewiston hereby determines that the change to the Zoning Map is in conformance with the Comprehensive Plan for the following reasons:

- In the section laying out the City’s new framework for growth: *“With an aging downtown housing stock, the community lacks high-quality housing choices within the walkable downtown core, making it difficult for singles, young professionals, and retirees to find attractive and affordable places to live.”* (Conservation and Growth Map, p. 120).
- Regarding the need to increase the City’s housing choices: *“The Riverfront Island Master Plan estimates that Lewiston will require up to 600 new housing units by 2020...To better meet current and emerging needs, future development should focus on providing new, high-quality, multi-family residences and other housing types as opposed to the current trend of building single-family homes in areas not currently served by water and sewer.”* (Strengthen Neighborhoods & Expand Housing Choice, p. 172).
- The City needs to provide more employee housing:  
*With Androscoggin County looking to welcome 2,000 new jobs by 2020 according to the Riverfront Island Master Plan, Lewiston is bound to see growth among its prominent employers. With an already low vacancy rate citywide, large corporations based in Lewiston might begin to overwhelm the local housing stock, though vacancy rates are higher in the downtown. **A broad mix of high-quality new housing and short-term rentals, particularly for hospital employees, should be provided within proximity***

*to these anticipated jobs.*” (Strengthen Neighborhoods & Expand Housing Choice, p. 179, emphasis mine).

### CONTRACT REZONING AGREEMENT

The proponent requests that the official zoning map for the City be amended by removing the subject property from the RC, UE, and NCB districts and contract rezoning the subject premises CV district and lifting incompatible land and use requirements as described in this application and subject to the limitation more fully described below.

In compliance with the provisions of the Code, Art. XVII, Sec. 5(g), the proponent hereby proposes the following conditions:

- a. Land Use Table: Allowed uses of the property shall include those uses as listed below and subject to the conditions contained herein:

<b>Land Use Table: All Zoning Districts 05.05.16</b>	<b>Urban Enterprise (UE)</b>	<b>Neighborhood Conservation “B” (NCB)</b>	<b>Centreville (CV)<sup>(36)</sup></b>	<b>Requested Contract Zone (CV)</b>
<b>USES(15)(33)</b>				
Accessory use or structure	P	P	P	P
<b>Commercial-Service</b>				
Veterinary facilities excluding kennels and humane societies				
Veterinary facilities including kennels and humane societies	P			
Small day care facilities	P	P		
Day care centers	P		P	
Day care centers accessory to public schools, religious facilities, multifamily or mixed res. developments, and mobile home parks		C(22)		
Business and professional offices including research, experimental, testing laboratories, engineering, research, management and related services	P	C(31)	P(9)	P(9)(*)
Restaurants	P		P(1)	P(1)(*)
Drinking places			P	P(*)
Adult business establishments				
Hotels, motels, inns	P		P	
Movie theaters except drive-in theaters	P		P	
Places of indoor assembly, amusement or culture	P		P	P(*)
Art and crafts studios	P	C	P	P(*)
Personal Services	P	P	P	P(*)
Retail stores	P		P	P(*)
Neighborhood retail stores		P		P(*)
Lumber and building materials dealer	P			
Gasoline service stations	P			
Gasoline service stations which are a part of and subordinate to a retail use				
New and used car dealers	P (17)			
Recreational vehicle, mobile home dealers	P			
Equipment dealers and equipment repair	P			
Automotive services including repair	P			
Registered dispensary(27)	C			

<b>Land Use Table: All Zoning Districts 05.05.16</b>	<b>Urban Enterprise (UE)</b>	<b>Neighborhood Conservation "B" (NCB)</b>	<b>Centreville (CV)<sup>(36)</sup></b>	<b>Requested Contract Zone (CV)</b>
Registered primary caregivers engaged in the cultivations of medical marijuana for two to five registered patients.	P			
<b>Tattoo Establishments</b>				
<b>Industrial</b>				
Light industrial uses	P		P(9,38)	
Industrial uses	C		P(16)	
Building and construction contractors	P(6,7)			
Fuel oil dealers and related facilities	P(6,7)			
Wholesale sales, warehousing and distribution facilities and self-storage facilities	P			
Self storage facilities	P			
Commercial solid waste disposal facilities				
Junkyards and auto graveyards				
Recycling and reprocessing facilities	C			
Private industrial/commercial developments(23)	P			
<b>Transportation</b>				
Airports or heliports				
Commercial parking facilities	P	C	P	
Transit and ground transportation facilities			P	
Transportation facilities	P			
<b>Public and Utility</b>				
Pumping stations, standpipes or other water supply uses involving facilities located on or above the ground surface and towers for municipal use	P	P	P	
Power transmission lines, substations, telephone exchanges, microwave towers or other public utility or communications use	C	C	C	
Municipal buildings and facilities	P	C	P	
Preservation of historic areas; emergency and fire protection activities; bridges and public roadways				
Dams				
<b>Institutional</b>				
Religious facilities	P	P	P	
Cemeteries		P		
Congregate care/assisted living facilities, institutions for the handicapped, nursing or convalescent homes, group care facilities	P	C	P	
Hospitals, medical clinics,	P	C	P	
Museums, libraries, and non-profit art galleries and theaters			P	
Academic institutions, including buildings or structures for classroom, administrative, laboratory, dormitories, art, theater, dining services, library, bookstores, athletic facilities and student recreational uses, together with buildings accessory to the foregoing permitted principal buildings or structures,	P	C(13)	P	
Civic and social organizations		C	P	
Public community meeting and civic function buildings including auditoriums			P	
<b>Residential</b>				
Single-family detached dwellings on individual residential lots		P(2)		
Mobile homes on individual residential lots				
Two-family dwellings		P		
Multifamily dwellings in accordance with the standards of Article XIII	P	P	P	P
Single-Family attached dwelling in accordance with the standards of Article XIII		P		
Mixed single-family residential developments in accordance with the standards of Article XIII		P		
Mixed residential developments in accordance with the standards of Article XIII		P		
Mixed use structures	P	P	P	P

<b>Land Use Table: All Zoning Districts 05.05.16</b>	<b>Urban Enterprise (UE)</b>	<b>Neighborhood Conservation "B" (NCB)</b>	<b>Centreville (CV)<sup>(36)</sup></b>	<b>Requested Contract Zone (CV)</b>
Lodging houses		P		
Home occupations	C	P		
Bed and breakfast establishments as a home occupation	P	P	P	
In-law apartments in accordance with the standards of Article XII		P	P	
Single family cluster development				
Family day care home	P	P	P	
Shelters		C		
Dormitories				
<b>Natural Resource</b>				
Agriculture				
Farm Stands				
Forest management and timber harvesting activities in accordance with the standards of Article XIII	P	P		
Earth material removal				
Community gardens <sup>(20)</sup>	P	P	P	P
Water dependent uses, e.g. docks and marinas				P
Non-residential structures for educational, scientific or nature interpretation purposes, containing a maximum floor area of not more than ten thousand (10,000) square feet				
<b>Recreation</b>				
Campgrounds				
Public or private facilities for nonintensive outdoor recreation		C		P(^)
Commercial outdoor recreation and drive-in theaters				
Fitness and recreational sports centers as listed under NAICS Code 713940	P		P	P(^)

Applicable Land Use Table Footnotes:

- (1) Excludes drive-in restaurants.
- (9) Must be fully enclosed with no exterior storage.
- (15) Buildings, structures and uses accessory to permitted or conditional uses are allowed in all districts.
- (33) The performance standards of Article XII shall apply, unless otherwise specified.
- (\* ) Permitted in mixed use structures only.
- (^ ) Permitted as accessory use.

b. Space and Bulk Table: Allowed space and bulk standards on the property shall include those standards as listed below and subject to the conditions contained herein:

<b>Dimensional Requirements (13)</b>	<b>Urban Enterprise (UE)</b>	<b>Neighborhood Conservation "B" (NCB)</b>	<b>Centreville (CV)</b>	<b>Requested Contract Zone (CV)</b>
<b>Minimum lot size with public sewer</b>				
Single family detached (24)				
Single family attached				
Two-family dwellings				
Single family cluster development				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings	5,000 sf			5,000 sf

Dimensional Requirements (13)	Urban Enterprise (UE)	Neighborhood Conservation "B" (NCB)	Centreville (CV)	Requested Contract Zone (CV)
Mixed use structures				5,000 sf
Agriculture				
Religious facilities				
Veterinary facilities				
Other uses				
All permitted uses	5,000 sf	None	None	
<b>Minimum lot size without public sewer (3)</b>				
Single family detached, mobile homes on individual lots (24)				
Single family attached				
Two-family dwellings				
Single family cluster development (1)				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings	20,000 sf			
Mixed use structures				
Agriculture				
Religious facilities				
Veterinary facilities				
Other uses	20,000 sf			
<b>Minimum net lot area per d.u. with public sewer</b>				
Single family detached				
Single family attached				
Two-family dwellings				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings	1,500			1,180
Mixed use structures	1,500			1,180
All permitted residential uses		(26)	None	
<b>Minimum net lot area per d.u. without public sewer</b>				
Single family detached, mobile homes on individual lots				
Single family attached				
Two-family dwellings				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings	1,500 sf			
Mixed use structures	1,500 sf			
All permitted residential uses				
<b>Minimum frontage</b>				
Single family detached, mobile homes				
Single family attached				
Two-family dwellings				
Single family cluster development (with multiple vehicular accesses)				
Mixed single family residential development (with multiple vehicular access)				
Mixed residential development (with multiple vehicular accesses) (14)				
Multifamily dwellings (with multiple vehicular accesses)				100 ft
Mixed use structures				100 ft
Agriculture				
Religious facilities				
Veterinary facilities				
Other uses				
All permitted uses	100 ft	50 ft	25 ft	
<b>Minimum front setback</b>				
Single family detached, mobile homes on individual lots				
Single family attached				
Two-family dwellings				
Single family cluster development				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings				25 ft for principal structures; none for accessory structures

Dimensional Requirements (13)	Urban Enterprise (UE)	Neighborhood Conservation "B" (NCB)	Centreville (CV)	Requested Contract Zone (CV)
Mixed use structures				25ft for principal structures; none for accessory structures
Agriculture				
Religious facilities				
Veterinary facilities				
Other uses				
All permitted uses	25ft (22)	10 ft (21,22)	none (22)	
Minimum front yard				
Single family detached, mobile homes on individual lots				
Single family attached				
Two-family dwellings				
Single family cluster development				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings				None
Mixed use structures				None
Religious facilities				
Veterinary facilities				
Other uses				
All permitted uses	10 ft	10 ft (21,22)	none (22)	
Minimum side and rear setback				
Single family detached, mobile homes on individual lots				
Single family attached				
Two-family dwellings				
Single family cluster development				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings				10 ft
Religious facilities				
Mixed use structures				10 ft
Veterinary facilities				
Farm structures for keeping of animals				
Other uses				
All permitted uses	20 ft	5 ft	none	
Minimum side and rear yard				
Single family detached, mobile homes on individual lots				
Single family attached				
Two-family dwellings				
Single family cluster development				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings				None
Mixed use structures				None
Religious facilities				
Veterinary facilities				
Farm structures for keeping of animals				
Other uses				
All permitted uses	10 ft (10,16)	5 ft (16, 21)	None	
Maximum height				
Agriculture				
Other permitted uses	80 ft	65 ft	No less than 20 ft; no greater than 150 feet(25)	80ft for principal structures; 20ft for accessory structures
Hospital, nursing homes and medical offices				
Ratios				
Maximum lot coverage	0.60	0.65	1.00	0.60
Maximum impervious coverage	0.80	0.65	1.00	0.80

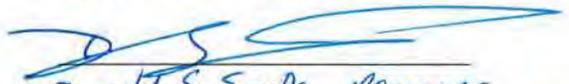
Applicable Space and Bulk Table Footnotes:

- (13) Modifications (i.e. relaxation of standards) of setbacks, yards, maximum lot coverage ratios, maximum impervious surface ratios, minimum open space ratios, and maximum building height as contained in the district space and bulk standard may be granted by the board of appeals, planning board, staff review committee and the code enforcement officer pursuant to Articles V, VII, VIII, IX, and XIII of this Code.
- c. The density for 10 Avon Street shall not exceed 210 dwelling units and the density for 35 and 37 Avon Street shall not exceed 35 dwelling units.
- d. The lot use limitation in Art. V, Sec. 3(1) shall not apply. Two or more principal residential structures on one lot are permitted in accordance with Art. XIII, Sec. 8.
- e. The minimum lot size requirement in Art. XII, Sec. 2(e)(2) shall not apply.
- f. The additional standards for multi-unit residential development contained in Art. XIII, Sec. 8 shall not apply.
- g. Violations of any of the conditions herein will constitute a violation of the Code
- h. The conditions described herein shall bind the proponent, its successors and assigns, any person in possession or occupant of the subject premises, or any portion thereof, and shall inure to the benefit of and be enforceable by the City.
- i. The proponent shall, at their own expense, record in the Androscoggin County Registry of Deeds a copy of the conditions within thirty (30) days following final approval of this proposal by the City. Such form of recording is to be in a form satisfactory to the City.
- j. The conditions described herein shall run with the subject premises.
- k. In addition to other remedies to which the City may be entitled under applicable provisions of statute or ordinance, if any party in possession of use of the subject premises fails or refuses to comply with any of the conditions imposed, any rezoning approved by the City in accordance with the conditions shall be of no force or effect. In that event, any use of the subject premises and any building or structures developed pursuant to the rezoning shall be immediately abated and brought into compliance with all applicable provisions of the Code with the same effect as if the rezoning had never occurred.
- l. If any of the conditions are found by a court of competent jurisdiction to be invalid, such determination shall not invalidate any of the other conditions.

- m. Any rezoning approved by the City contractually shall be of no force or effect if the proponent fails or refuses to comply with conditions imposed.
- n. Any allowed proposed use, addition, or expansion of the property deemed applicable to Article XIII, Section 2 of the Zoning and Land Use Code shall be subject to the applicable sections of Article XIII of the Zoning and Land Use Code, Development Review and Standards.
- o. By submitting this proposal, the proponent agrees in writing to the conditions described herein.

*February* The Proponent of this request hereby respectfully submits this Proposal as of the 13 day of ~~January~~ 2019.

Proponent: Saxon Partners, LLC

  
Donald S. Smith, Manager  
Androscoggin, SS Plymouth County  
Lewiston, Maine Massachusetts

February 13, 2019

Personally appeared the above named Donald S. Smith and acknowledged their foregoing to be free and deed.

Notary Public

Commission Expires:

  
DAVID L ARONS ESQ



DAVID L. ARONS, ESQ  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 8, 2021

The Owner of 10, 35 and 37 Avon Street acknowledges and supports this request.

Property Owner: Lewiston Waterfront Development, LLC

  
MEMBER  
Frederick Thurston  
Androscoggin, SS  
Lewiston, Maine  
FISCUS

February 9, 2019

Personally appeared the above named Frederick Thurston and acknowledged their foregoing to be free and deed.

Attorney at Law  
Notary Public

Commission Expires: MA

Before me:   
Craig J. Rancourt Bar # 868

## PURCHASE AND SALE AGREEMENT

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows, with this document being referred to herein as the "Agreement":

### 1. PARTIES.

**SELLER:** Lewiston Waterfront Development, LLC  
c/o Fred Thurston @ Conifer Industries  
Route 231 P.O. Box 500 New Gloucester, Maine 04260

with a copy to: John Doyon  
Malone Commercial Broker  
5 Moulton Street  
Portland, ME 04101

And

Craig Rancourt  
13 Crescent Street  
Biddeford, Maine 04005

**BUYER:** Saxon Partners, LLC, a Massachusetts limited liability company,  
or its nominee or assignee  
Attention: Donald S. Smith, Manager  
25 Recreation Park Drive, Suite 204  
Hingham, MA 02043  
Phone: 781-875-3304  
Fax: 781-875-3044  
E-mail: dsmith@saxon-partners.com

with a copy to: David L. Arons, Esq.  
Saxon Partners LLC  
25 Recreation Park Drive, Suite 204  
Hingham, MA 02043  
Phone: 781-875-3317  
Fax: 781-875-3044  
E-mail: darons@saxon-partners.com

2. PROPERTY. Those certain three lots or parcels of real estate in Lewiston, Maine, containing approximately 6.4 acres and identified as follows: 10 Avon Street, shown on Tax Map 206 as Lot 19 (5.47 acres, more or less); 35 Avon Street, shown on Tax Map 206 as Lot 28 (.18 acres, more or less); and 37 Avon Street, shown on Tax Map 206 as Lot 27 (.7 acres, more or less), together with the buildings and improvements thereon, if any and all rights, easements and other appurtenances thereto, and all rights in all permits and other benefits relating to the Property. (the "Property"). The Property is shown approximately on Exhibit A.

3. **PURCHASE PRICE.** [REDACTED] The Purchase Price, subject to any pro-rations or adjustments as provided below, shall be payable at the Closing by certified bank check or wire transfer.

4. **EFFECTIVE DATE.** The last date upon which both Parties have executed, dated and distributed this Agreement, shall be defined as the "Effective Date".

5. **DEPOSITS.** Within five (5) business days of the Effective Date, Buyer shall deposit in escrow with **SVN Urbanek Group** ("Escrow Agent"), the amount of: [REDACTED] ("Initial Deposit"). If Buyer elects to proceed to the Permitting Period, then Buyer shall increase the Deposit by depositing in escrow with Escrow Agent an additional [REDACTED]. The Initial Deposit and all subsequent deposits hereinafter shall be collectively referred to as the "Deposit". The entire Deposit shall be credited against the Purchase Price at the Closing and shall be refundable except as specifically set forth in this Agreement. Interest, if any, on the Deposit shall follow the Deposit. Escrow Agent, however, shall not be required to use an interest-bearing account.

6. **DUE DILIGENCE AND PERMITTING PERIODS.** Buyer shall have the Due Diligence Period and the Permitting Periods (each set forth below) during which Buyer, at Buyer's sole expense, shall have the right to conduct such due diligence as Buyer deems appropriate including, without limitation, review of title, survey, current environmental reports, utilities, topography, archeological and historical, reports and other due diligence items. Buyer shall have the right to enter onto the Property for the conduct of due diligence including, without limitation, inspection, testing, survey, engineering and permitting. Seller shall reasonably cooperate with Buyer's due diligence efforts (including the release of pertinent documents to the Buyer and Buyer's attorneys, engineers and surveyors, and consultants), provided that such cooperation shall not cause Seller to incur any expenditure (unless Buyer reimburses Seller for any such expenses). Buyer understands and agrees that any on-site inspections of the Property shall be conducted upon at least twenty-four (24) hours prior written e-mail notice to Seller and, at Seller's option, in the presence of Seller or its representative, provided such Seller right shall not result in a delay in Buyer's conduct of its due diligence. Inspections shall be conducted so as not to interfere unreasonably with use of the Property by Seller or its tenants, if any. After Buyer's inspections are completed, Buyer shall restore the Property, at Buyer's sole cost and expense, substantially to its condition immediately prior to any impact due to Buyer's inspections. Prior to Buyer or any such other party entering the Property in the exercise of the access rights hereunder, Buyer shall deliver to Seller a certificate of commercial public liability insurance naming Seller as an additional insured, and evidencing coverage with commercially reasonable limits. Buyer agrees to indemnify against and hold Seller harmless from any claim, liabilities, costs, expenses (including reasonable attorneys' fees actually incurred), damages or injuries to the extent arising out of or resulting from the inspection of the Property by Buyer or its agents or representatives, provided that the foregoing shall not be applicable to the discovery of existing conditions by Buyer. Notwithstanding anything to the contrary in this Agreement, Buyer's obligation to indemnify and hold harmless Seller and the other obligations of Buyer under this Section 6 shall survive any termination of this Agreement for a period of six (6) months.

(i) **Due Diligence Period:** The Due Diligence Period shall be a period of six (6) months from the Effective Date. Within five (5) business days after the Effective Date, Seller shall provide

Buyer with copies of all relevant due diligence information in its possession including any permits, environmental reports, geotechnical information, archeological and historical reports, plans, and the most recent title/survey information. The entire Deposit (plus accrued interest, if any) will be returned to Buyer if Buyer, at any time and in Buyer's sole discretion, is not satisfied with the results of Buyer's due diligence.

On or before the end of the Due Diligence Period, Buyer may elect to continue to the Initial Permitting Period by giving written notice to Seller, provided that if Buyer fails to give notice of Buyer's election to continue to the Initial Permitting Period by the end of the Due Diligence Period, then Buyer's right to elect to terminate or to continue to the Initial Permitting Period shall continue for three (3) business days after Buyer's receipt of notice from Seller that Buyer's election had not been received by the initial due date therefor.

Buyer agrees to within six (6) months of the Effective Date submit an application to the Planning Board for construction of a multi-family development including at least 150 apartment units. The Buyer's obligation to apply to the Planning Board shall not otherwise supersede the Buyer's rights under the Due Diligence Period and the Permitting Period as set forth in this Section 6.

(ii) *Permitting Period:* Buyer shall have up to twelve (12) months after the end of the Due Diligence Period, which amounts to eighteen (18) months from the Effective Date, at Buyer's sole expense, to apply for permits and obtain zoning relief for the Property for the construction of a multi-family development including at least 150 apartment units, and to defend against the appeal from the issuance of any permits and grant of zoning relief. If Buyer elects to terminate this Agreement on or before the end of the Permitting Period, then the entire Deposit plus accrued interest (if any) will be returned to the Buyer. After the completion of six (6) full months of the Permitting Period, [REDACTED] of the Deposit shall become non-refundable per month on the first day of each subsequent month of the Permitting Period (hereinafter collectively referred to as the "Released Funds") and shall remain as part of the Deposit held by the Escrow Agent. The Released Funds will be non-refundable but will in all circumstances be applicable to the Purchase Price. Notwithstanding the foregoing, in the event that the Buyer elects to terminate on account of a Seller default under this Agreement, the Released Funds shall be fully refundable together with the remainder of the Deposit.

(iii) *Extension:* If at the end of the initial Permitting Period (eighteen (18) months from the Effective Date), there are pending applications or appeal periods that have not expired or appeals have not been resolved, or there are other pending legal actions relating to the Property, then Buyer shall have the right to extend the Permitting Period for a period ending thirty (30) days after the final resolution of the last of the foregoing matters provided Buyer is seeking to address the matter(s) in question (including the exhaustion of all appeals). Buyer shall notify Seller of the election to extend on or before the expiration of the initial Permitting Period provided that if Buyer fails to give notice of Buyer's election to terminate or to continue with the Extension of the Permitting Period by the conclusion of the initial twelve (12) month Permitting Period, then Buyer's right to elect to continue to the Extension shall continue for three (3) business days after Buyer's receipt of notice from Seller that Buyer's election had not been received by the initial due date therefor.

Buyer reserves the right, at any time during the initial Permitting Period and any Extension of the Permitting Period to terminate this Agreement and all of the Deposit(s) plus interest, if any, shall be returned to Buyer.

If Buyer terminates this Agreement, Buyer will forward to Seller copies of any relevant reports or studies on the Property performed for Buyer, such copies to be provided without any representations or warranties from Buyer, and without liability to Buyer, and shall be subject to any terms, conditions and limitations required by the issuer of the applicable reports or studies.

During the Permitting Periods and Extension Periods (if any) Buyer Shall Pay the amount of \$1,333 per month for Seller to apply to the Real Estate Taxes for the Subject property. In the event of a Seller default, the Seller shall within seven calendar days refund to the Buyer all amounts paid by the Buyer for real estate tax payments.

**7. TITLE COMPLIANCE.** It is understood and agreed by the parties that the Property shall not be in conformity with title provisions of the Agreement unless:

(1) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said Property;

(2) The Property shall abut a public way that is duly laid out or accepted as such by the municipality where the Property is located; and

(3) Purchaser's survey or plot plan indicates that no structure or improvement situated upon the Property violates the zoning ordinances or by-laws of the municipality in which the Property is located.

**8. CLOSING.** Seller shall deliver the Property free and clear of all tenants and encumbrances, and with good record and marketable title, with the state of the title satisfactory to the company providing title insurance to the Buyer at Closing, and Buyer shall deliver the balance of the Purchase Price due at the Closing which shall occur at the offices of the Escrow Agent (or such other location as is designated by Buyer at least seven (7) days prior to the Closing) at 11:00 am on the first business day that is sixty (60) days after the date on which Buyer has obtained all permits and approvals that Buyer determines are required to proceed, and all appeal periods having been exhausted, to the extent there has been an appeal, with the appeal(s) having been resolved to the satisfaction of Buyer in Buyer's sole discretion. Notwithstanding the foregoing, Buyer and Seller may mutually agree on an earlier Closing by written agreement in the sole discretion of each party. At Buyer's election, the Closing shall take place by the submission (via courier, other delivery system or with respect to funds, wire transfer) in advance of or on the date of the Closing of all documents and funds to Buyer's title company, which will conduct the Closing.

**9. DEED.** The Property shall be conveyed by a good and sufficient quitclaim deed ("Deed") with quitclaim covenants, which Deed shall convey good and clear record and marketable title to the Property, with the state of title satisfactory to the company providing title insurance to the Buyer, free from all liens and encumbrances, except for easements of record as of the close of the

Due Diligence Period to which the Buyer has not objected in the Title Objections Notice described below (except to the extent Seller has agreed to terminate such easement(s)), the Property to be in compliance at transfer with all applicable laws, ordinances and regulations relating thereto. If Buyer has any objections to title ("Title Objections Notice"), Buyer shall provide Seller with written notice regarding the Title Objections during the Due Diligence Period, and the Seller shall be obligated to cure the Title Objections prior to the Closing as a condition of the Buyer's obligation to purchase the Property. Seller shall not allow any changes in title after the title run-down date stated in the Buyer's submission of the Title Objections Notice, except to cure any of the Title Objections prior to the Closing; otherwise, in the absence of such Title Objections, Buyer shall accept and Seller shall deliver title to the Property at Closing in the condition in which title is in on the close of the Due Diligence Period, subject only to Seller's duty to discharge: (A) all mortgages, deeds of trust, and all other monetary and liens and encumbrances of record; and (B), any other matters of record that Seller has agreed to terminate.

**10. WITHHOLDING TAX.** Seller hereby is notified that Buyer will withhold two and one-half percent (2.5%) of the purchase price for transfer to the State of Maine Tax Assessor pursuant to 36 M.R.S.A. §5250-A unless (a) Seller furnishes a certificate to Buyer at the Closing, as hereinafter defined, stating, under penalty of perjury, that as of the date of the Closing, Seller is a resident of the State of Maine, or (b) Seller furnishes a certificate from the State of Maine Tax Assessor to Buyer at the Closing stating that no taxes are due on the gain from the transfer of the Property or that Seller has provided adequate security to the State of Maine Tax Assessor to cover the tax liability resulting from said transfer.

**11. CLOSING DOCUMENTS.** At the Closing, and in addition to any other documents referred to in this Agreement to be delivered to Buyer, Seller shall execute, acknowledge as necessary and deliver the following documents and such other documents as Buyer's attorneys or title company may reasonably require to complete the transaction contemplated herein:

- (a) **Transfer Documents.** The Deed, a Maine Real Estate Transfer Tax Declaration of Value, and one or more assignments, as determined by Buyer, of all of Seller's right, title and interest in all permits, approvals, improvements and other property of Buyer relating to the Property;
- (b) **Title Affidavits.** Such customary certificates, affidavits or indemnity agreements as the title insurance company issuing a policies of title insurance on the Property to Buyer and Buyer's lender shall require in order to issue such policies and to omit therefrom all standard exceptions including those relating to unfiled mechanic's, materialmen's or similar liens and for parties in possession;
- (c) **Nonforeign Person Affidavit.** If applicable, such affidavits and certificates as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the purchase price pursuant to §1445 of the Internal Revenue Code;
- (d) **Maine Resident Affidavit.** If applicable, such affidavits and certificates as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the purchase price pursuant to 36 M.R.S.A. §5250-A;

(e) **Underground Oil Storage Tank and Hazardous Waste Certification.** A written notice certifying either (i) that to Seller's knowledge there is no underground oil storage facility located on the Property, (ii), no deposits of hazardous waste substances or oil products stored or discharged on the Property (as defined under the law of the State of Maine and under applicable federal law) or (iii) pursuant to 38 M.R.S.A. §563(6), if there is an underground oil storage tank facility on the Property, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection;

(f) **Authority of Seller and Buyer.** A certificate of good standing from the Maine Secretary of State and other documentation evidencing Seller's authority to enter into and complete the transaction contemplated by this Agreement as may be reasonably requested by Buyer's attorney and Buyer shall provide the same authority documents to Seller as may be reasonably requested by Seller's counsel; and.

(g) **Tax documents.** An IRS 1099S form and any other tax reporting forms required by State of Maine and federal government.

**12. POSSESSION AND CONDITION OF PROPERTY.** Full possession of the Property free of all tenants and occupants is to be delivered at the Closing; the Property to be then in the same condition as it is on the Effective Date (except to the extent Seller has agreed to make any changes to the Property), reasonable wear and tear excepted.

**13. EXTENSION TO PERFECT TITLE OR MAKE PROPERTY CONFORM.** If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or, if at the time of the Closing the Property does not conform with the terms and conditions hereof, then Seller shall use due diligence and commercially reasonable efforts to remove any defects in title (including liens and encumbrances) or to deliver possession as provided herein, or to make the Property conform to the terms and conditions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to thirty (30) days, or such longer period as shall be determined by Buyer.

**14. FAILURE TO PERFECT TITLE OR MAKE PROPERTY CONFORM.** If at the expiration of such extended time(s) Seller shall have failed to remove any defects in title (including liens and encumbrances), deliver possession, or make the Property conform, as the case may be, all as herein agreed, then, at Buyer's option and subject to Buyer's other rights in this Agreement, the entire Deposit (including any portion thereof that would otherwise be non-refundable) promptly shall be refunded to Buyer, all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

**15. BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION.** In addition to such other remedies available to Buyer under this Agreement, Buyer shall have the election, at either the original or during or at the end of any extended time for performance, to accept such title to the Property in its then condition as Seller can deliver and to pay therefor the Purchase Price without deduction, in which case, Seller shall convey such title or deliver the Property in such

condition, except that, in the event of such conveyance in accordance with the provisions of this clause, the Property shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller has previously restored the Property to its former condition, and at Buyer's express election, pay over or assign to Buyer, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, or which would have been recoverable had Seller maintained commercially reasonable insurance on the Property, less any amounts reasonably expended by Seller for any partial restoration.

**16. ACCEPTANCE OF DEED.** The acceptance of the Deed and other transfer documents by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms and conditions hereof, to be performed after the delivery of said documents or to otherwise survive the Closing hereunder.

**17. USE OF PURCHASE MONEY TO CLEAR TITLE.** To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the Deed and other transfer documents, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said Deed and other transfer documents.

**18. RISK OF LOSS.** Until delivery of possession of the Property from Seller to Buyer, risk or loss or damage to Property by fire, storm, accident, other casualty or otherwise shall be on Seller.

**19. ADJUSTMENTS.** Water and sewer use charges, if any, real estate taxes and any other municipal assessments for the then current municipal tax year shall be apportioned, as of the Closing, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by Buyer at the time of delivery of the Deed and other transfer documents. At Buyer's election, the Property shall be removed from any current use tax assessment program such as, by way of example, open space or tree growth classification, at or prior to the Closing, in which case any penalties or other fees resulting therefrom shall be paid by Seller at or prior to the Closing. Real estate transfer taxes due on the sale will be paid by Seller and Buyer in equal amounts in accordance with Maine law.

**20. ADJUSTMENT OF UNASSESSED AND ABATED TAXES.** If the amount of said real estate taxes and any other municipal assessments referred to in the preceding Paragraph is not known at the time of the Closing, they shall be apportioned on the basis of the real estate taxes assessed for the immediately preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

**21. DEFAULT/DAMAGES.** If Seller fails to fulfill Seller's obligations hereunder, and such failure continues for fifteen (15) days after Seller's receipt of written notice from Buyer, Buyer may elect to receive a refund of the entire Deposit (including any portion thereof that would otherwise be non-refundable) and to pursue all available remedies, pursuant to this Agreement, at law and in equity, including, without limitation, specific performance and reasonable attorneys' fees. If Buyer fails to fulfill Buyer's obligations hereunder, and such failure continues for fifteen (15) days after Buyer's receipt of written notice from Seller, then Seller shall retain the Deposit as

liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer and Buyer shall be relieved of all obligations hereunder.

**22. ASSIGNMENT/DESIGNATION OF NOMINEE.** The rights and obligations of Buyer under this Agreement may be assigned by Buyer provided that such assignee agrees to assume all of Buyer's obligations hereunder. The Buyer may also designate a nominee to take title to the Property.

**23. MISCELLANEOUS.**

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

(b) All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

(c) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(d) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses their entire agreement.

(e) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and/or by email and signatures appearing on faxed or emailed instruments shall be treated as original signatures. Both a faxed or emailed version of this Agreement containing either original, faxed or emailed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original, faxed or emailed signatures of the parties, shall be binding on them.

(f) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(g) It is expressly understood and agreed that time is of the essence in respect of this Agreement.

(h) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

(i) Each party shall be responsible for its own legal, advisory and miscellaneous expenses associated with the completion of this transaction.

**24. BROKERAGE COMMISSION.** Buyer and Seller represent and warrant to each other that they have not dealt with any brokers regarding this transaction other than John Doyon of Malone Commercial ("Seller's Broker") and Tony Armstrong, SVN Urbanc Group (Buyer's Broker"). At Closing, Seller shall be responsible to pay a brokerage commission by a separate agreement between the Seller's Broker and Seller, and a brokerage commission by a separate agreement between the Buyer's Broker and Seller. The commission shall be due if and only the Deed is delivered and recorded, full consideration paid to the Seller, and not otherwise.

**25. REPRESENTATIONS.** Seller represents and warrants to Buyer that

(a) Seller is the owner in fee simple of the Property (subject to Seller's Mortgage, if any, and matters of record as of the Effective Date), 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 the performance by Seller of its obligations hereunder will not conflict with any agreement to which Seller is a party or by which Seller is bound;

(b) Seller has good and marketable title to the Property, and there are no lawsuits or other proceedings currently pending, contemplated, or threatened by or against the Seller or the Property that would affect the ownership, future development, ability to finance or enjoyment of any of the Property, or which would result in delays in the Buyer's proposed development of the Property for the construction of a multi-family project with at least 125 units;

(c) Seller has received no notice of any eminent domain proceedings or any other adverse event affecting the Property, nor of any special or betterment assessments contemplated against the Property, nor of any actions that would hinder or delay the development of the Property, and Seller has no knowledge of any of the foregoing;

(d) Seller (including Seller's employees, agents, contractors, representatives, and invitees) has not generated, released, stored, disposed of, dumped, flushed or in any way introduced on to the Property oil, hazardous material, hazardous waste or hazardous substances (hereinafter collectively called "Hazardous Substances") as those terms are defined by any applicable federal, state or local law, rule or regulation (hereinafter referred to as "Applicable Environmental Laws"), and Seller has not received notice and is not otherwise aware of any incident which would have required the filing of notice or notification pursuant to any Applicable Environmental Laws applicable to the Property;

(e) Seller is not a "foreign person," as defined by the federal Foreign Investment in Real Property Tax Act (the "Act") and at the Closing, Seller shall execute and deliver to Buyer a "non-foreign certificate," in such form as is customary;

(f) There are no violations of any governmental laws, ordinances, rules, regulations or orders concerning the Property that relate to environmental, hazardous waste, safety, health, zoning, conservation, wetlands, or zoning matters;

(g) No person or entity has any right of first refusal or option to acquire the Property;

(h) There are no parties in possession or with any possessory rights, including licenses, with respect to the Property;

(i) There are not any non-monetary private restrictions affecting the Property that would hinder the development of the Property for the construction of multi-family housing with at least 125 units;

(j) As a material inducement to Purchaser to enter into this Agreement and consummate the transactions contemplated hereby, Seller hereby makes to Buyer the representations and warranties contained in this Section;

(k) Seller has full right, power, authority and capacity to enter into this Agreement and each agreement, document and instrument to be executed and delivered by such Seller pursuant to this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and each such other agreement, document and instrument require no consent, authorization, permission or filing with or from any other person, entity or agency, violate no contract, agreement, order, judgment or the like that is binding upon such Seller, and have been duly authorized by all necessary action of such Seller, and no other action on the part of Seller is required in connection therewith.

(l) This Agreement and each agreement, document and instrument executed and delivered by Seller pursuant to this Agreement constitutes, or when executed and delivered will constitute, valid and binding obligations of Seller enforceable in accordance with their terms.

(m) Seller represents that all federal, state, local and other taxes will be paid through the Closing, except for those taxes for which Buyer assumes responsibility under the Agreement.

(n) Seller represents that all documentation provided to the Buyer, is to the best of the Seller's knowledge, true, accurate and complete.

It shall be a condition of Buyer's obligation to close under this Agreement that all representations and warranties made by Seller hereunder are true, both as of the date hereof and as of the Closing, and Seller shall take all actions as are required to make the foregoing representations true.

**26. CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE.** Buyer shall not be obligated to perform under this Agreement unless each of the following conditions shall have been fulfilled at Closing:

(a) Seller shall have timely performed its obligations under this Agreement in all material respects.

(b) As of the Closing Date, Seller's representations and warranties shall be true, correct and complete in all material respects.

(c) Seller has satisfied each of the conditions and obligations imposed on the Seller as set forth in this Purchase and Sale Agreement.

(d) The Property, consisting of land, shall be in the same condition as it is now, and specifically not subject to erosion, fire, flooding, sinkholes, or any other changes in the condition of the Property (on or below the surface).

(e) No suit shall be pending before any court, agency, regulatory or other body in which it will be or is sought to restrain, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

**27. ASSUMPTION OF LIABILITIES.** Buyer assumes none of Seller's liabilities, including, without limitation, (i) any obligations payable to officers, shareholders, members, affiliated companies or other parties related to Seller, and (ii) any liability of Seller for any employee benefit plans or contributions to said plans. Buyer shall also have no obligation to offer employment to employees of Seller.

**28. SELLER INDEMNIFICATION.** Seller shall agree to defend, indemnify and hold Buyer harmless from and against any damages, liabilities, losses and expenses (including reasonable attorney's fees) of any kind or nature whatsoever which may be sustained or suffered by Buyer based upon a breach of any representation, or covenant made by or obligation of Seller in this Agreement by reason of any claim, action or proceeding asserted or instituted or growing out of any matter covered by such representations, or covenants.

**29. REMOVAL FROM MARKET.** Upon the Effective Date of this Agreement and for the duration of this Agreement, Seller agrees to take the Property off the market and further agrees not to deal with any other prospective buyer.

**30. NOTICES.** All notices required or permitted to be given hereunder (except notices indicating the time for access to the Property, which may be verbal or by email) shall be in writing and sent by certified or registered mail, or by overnight courier, postage prepaid, or hand delivered or by facsimile transmission, addressed to the parties set forth below or to such other address or addresses as the parties may designate from time to time by notice provided in accordance with this provision. Any such notices shall be effective upon receipt or rejection of delivery by the party to which the notice is directed. Copies of all notices shall be sent the counsel for each party.

**Seller:**

To the address first set forth above or with respect to emails to: \_\_\_\_\_

**Buyer:**

To the address first set forth above or with respect to emails to:  
Donald Smith: dsmith@saxon-partners.com

and with respect to verbal notices to:

and with respect to verbal notices to:

Donald Smith: (781) 875-3304

To Counsel:

**Seller's Counsel:**

Craig J. Pankow  
13 Crescent St  
Bradford, Me 04105  
craig@pankowlaw.com  
207-282-6949

**Buyer's Counsel:**

David L. Arons, Attorney at Law  
25 Recreation Park Drive, Suite 204  
Hingham, MA 02043  
(781) 875-3317  
darons@saxon-partners.com

In witness whereof, the parties have executed this Purchase and Sale Agreement under seal as of the date written below.

**SELLER:**

**BUYER:**

**Lewiston Waterfront Development, LLC**  
a Maine corporation

**Saxon Partners, LLC,**  
a Massachusetts limited liability company

	
Name: Craig J. Pankow POA	Name: Donald L. Smith
Title: Authorized Agent for Lewiston Waterfront Development LLC	Title: Manager
Date: April 20, 2018	Date: April 18, 2018

(The last date upon which both Parties have executed, dated and distributed this Agreement, shall be defined as the "Effective Date".)

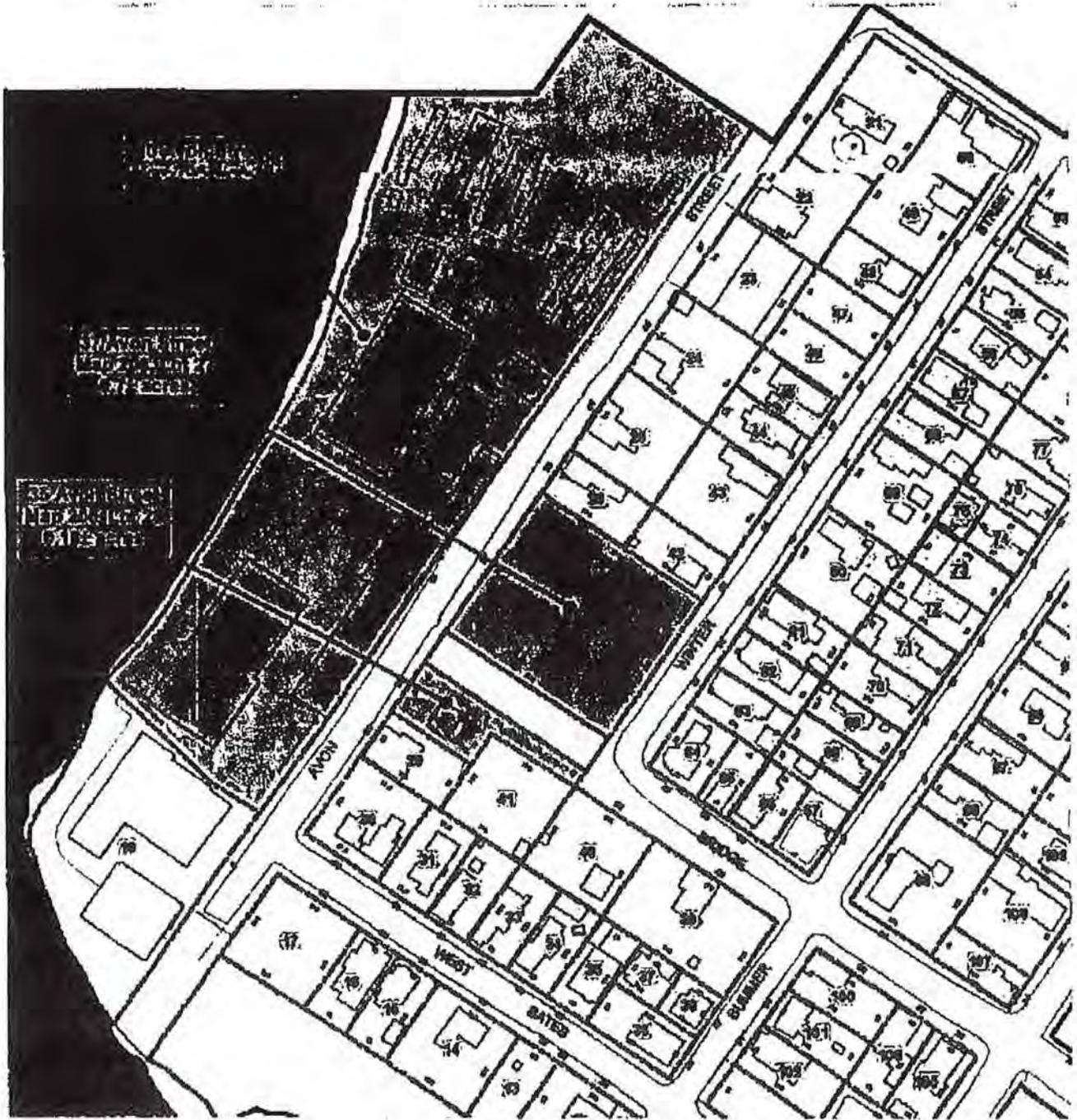
# EXHIBIT A

Exhibit A

## TAX MAP

Source: City of Lewiston Tax Map 206, April 1, 2012.

Note: This is only a portion of tax map 206 with labels and shading added.  
Copy of Map 206 is available electronically on request.



PETITION OF PINELAND LUMBER COMPANY  
FOR VACATION OF CERTAIN PLATTED BUT UNACCEPTED STREETS

To the Board of Mayor and Aldermen (Municipal Officers) of the City of Lewiston,  
 County of Androscoggin, State of Maine:

1. Your petitioner is the owner in fee of certain lots or parcels of land situated in said Lewiston and shown as proposed streets on a certain plan entitled "Plan of Lots in Lewiston owned by C.C. Wilson" dated January 1885, prepared by J.A. Jones and recorded on September 8, 1902 in the Androscoggin County Registry of Deeds in Book of Plans, Volume 2, No. 24, Page 31, and more specifically described as follows:

Bridge Street or Bridge Street Extension

Beginning at the most southerly corner of lot 110 as shown on the aforesaid plan and thence the line runs in a northwesterly direction along the southwesterly lines of lots 110, 111 and 112 as shown on said plan a distance of two hundred (200) feet to the intersection of Bridge Street Extension with the southeasterly line of Avon Street; thence the line continues across Avon Street a distance of fifty (50) feet to the most southerly corner of lot 141 as shown on said plan; thence the line runs in a northwesterly direction along the southwesterly line of lot 141 and lot 142 a distance of one hundred fifty (150) feet to the most westerly corner of lot 142 as shown on said plan; thence the line continues to run in a northwesterly direction along an extension of the last course a distance of approximately fifty (50) feet to the Androscoggin River; thence the line runs in a southwesterly direction along the river a distance of forty (40) feet, more or less, to a point; thence the line runs in a southeasterly direction parallel with and forty (40) feet distant southeasterly from the southwesterly lines of lots 142, lot 141, lot 112, lot 111 and lot 110 to the intersection of the southwesterly line of Bridge Street with the northwesterly line of Winter Street as shown on said plan; thence the line runs in a northeasterly direction across Bridge Street to the most southerly corner of lot 110 and the point of beginning, excepting therefrom any portion of the above premises included within Avon Street.

Water Street

Beginning at the aforesaid most westerly corner of lot 142 as shown on said plan and thence the line runs in a northerly direction along the westerly lines of lots 142, 143, 144, 145 and lot 146 as shown on said plan a distance of two hundred forty (240) feet to an angle in the westerly line of lot 146; thence the line runs in a northeasterly direction along the balance of the northwesterly line of lot 146 and along the northwesterly lines of lots 147 through 156 as shown on said plan a distance of five hundred thirty (530) feet to the intersection of the southeasterly line of Water Street with the southwesterly line of Holland Street as shown on said plan; thence the line runs in a northwesterly direction along an extension of the northeasterly line of lot 156 a distance of fifty (50) feet to a point; thence the line runs in a southwesterly direction parallel with the northwesterly lines of said lots 146 through 156 inclusive to the Androscoggin River; thence the line runs in a southwesterly direction along the Androscoggin River to a point intersected by the northeasterly line of Bridge Street described above; thence the line runs in a southeasterly direction by the above described northeasterly line of Bridge Street to the point of beginning.

2. Your petitioner avers that the above described streets do not have the status of accepted and located public ways. While same are shown on the Plans above referred to, they have never been accepted nor used as streets since they have never been laid out on the surface of the earth.

3. Your petitioner avers that the above described land may be subject to rights of way or easements in favor of certain owners of lots shown on the aforesaid Plan.

WHEREFORE your petitioner prays that the Board of Mayor and Aldermen may vacate in whole the proposed location of the streets described in paragraph one of this petition in accordance with the provisions of Title 23, Chapter 303, Section 3012 of M.R.S.A. 1964. Your petitioner further prays that said Board of Mayor and Aldermen shall cause written notice of the filing of within petition and their intentions to be posted for seven days in two public places in said City of Lewiston and in the vicinity of the land above described.

Your petitioner stands ready to pay all damages occasioned by the vacating of said proposed streets.

Dated at Lewiston, Maine this 28th day of March, 1974.

PINELAND LUMBER COMPANY

By Kenneth A. Jones  
President

## ORDER VACATING CERTAIN PROPOSED AND PLATTED BUT UNACCEPTED STREETS

It appearing that proper notice on the petition of Pineland Lumber Company ordering a public hearing at the proposed locations on the 20th day of May 1974, at 10:15 o'clock in the forenoon, attested by the City Clerk was posted at two public places in the City of Lewiston and in the vicinity of the ways, in accordance with Maine Revised Statutes Annotated, and acts amendatory thereof, at least seven days before the time fixed for said hearing as set forth in said Order of Notice, and after full hearing of all the parties concerned, it is hereby determined:

1. That Pineland Lumber Company is the owner in fee simple absolute of the after-described property.
2. That public convenience and necessity no longer require the location of certain proposed streets or parts of the same as shown on a plan entitled "Plan of Lots in Lewiston owned by C.C. Wilson" and recorded in the Androscoggin County Registry of Deeds in Book of Plans, Volume 2, Page 31, as hereinafter described, and therefore, in accordance with the law in such cases made and provided, the municipal officers do hereby vote, decree, order and determine that those proposed streets or parts of the same as hereinafter described and referred to, are hereby discontinued and vacated and are no longer proposed public ways for the convenience of the public and; it is further ordered and declared that no damages are allowed:

Bridge Street or Bridge Street Extension

Beginning at the most southerly corner of lot 110 as shown on the aforesaid plan and thence the line runs in a northwesterly direction along the southwesterly lines of lots 110, 111 and 112 as shown on said plan a distance of two hundred (200) feet to the intersection of Bridge Street Extension with the southeasterly line of Avon Street; thence the line continues across Avon Street a distance of Fifty (50) feet to the most southerly corner of lot 141 as shown on said plan; thence the line runs in a northwesterly direction along the southwesterly line of lot 141 and lot 142 a distance of one hundred fifty (150) feet to the most westerly corner of lot 142 as shown on said plan; thence the line continues to run in a northwesterly direction along an extension of the last course a distance of approximately fifty (50) feet to the Androscoggin River; thence the line runs in a southwesterly direction along the river a distance of forty (40) feet, more or less, to a point; thence the line runs in a southeasterly direction parallel with and forty (40) feet distant southeasterly from the southwesterly lines of lots 142, lot 141, lot 112, lot 111 and lot 110 to the intersection of the southwesterly line of Bridge Street with the northwesterly line of Winter Street as shown on said plan; thence the line runs in a northeasterly direction across Bridge Street to the most southerly corner of lot 110 and the point of beginning, excepting therefrom any portion of the above premises included within Avon Street.

Water Street

Beginning at the aforesaid most westerly corner of lot 142 as shown on said plan and thence the line runs in a northerly direction along the westerly lines of lots 142, 143, 144, 145 and lot 146 as shown on said plan a distance of two hundred forty (240) feet to an angle in the westerly line of lot 146; thence the line runs in a northeasterly direction along the balance of the northwesterly line of lot 146 and along the northwesterly lines of lots 147 through 156 as shown on said plan a distance of five hundred thirty (530) feet to the intersection of the southeasterly line of Water Street with the southwesterly line of Holland Street as shown on said plan; thence the

line runs in a northwesterly direction along an extension of the north-  
easterly line of lot 156 a distance of fifty (50) feet to a point;  
thence the line runs in a southwesterly direction parallel with the  
northwesterly lines of said lots 146 through 156 inclusive to the  
Androscoggin River; thence the line runs in a southwesterly direction  
along the Androscoggin River to a point intersected by the northeasterly  
line of Bridge Street described above; thence the line runs in a south-  
easterly direction by the above described northeasterly line of Bridge  
Street to the point of beginning.

Dated at Lewiston, Maine, this 21st day of May, 1974.

MAYOR AND BOARD OF ALDERMEN

George F. Berube  
Leonel J. Babin  
Lillian L. Caron  
\_\_\_\_\_

Julius X.  
Charles J. Jamieson  
John W. Harris  
George F. Call

A true record, Attest:

Gerald P. Berube  
Gerald P. Berube  
City Clerk  
Lewiston, Maine



Proposed Contract Zone: Centreville (CV) District  
**10, 35, 37 Avon Street**