

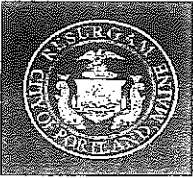
66A-A-1

172 Falmouth St.

Nathan Clifford  
School

~~Developers~~ REUSE

~~Center~~




*Strengthening a Remarkable City, Building a Community for Life* - [www.portlandmaine.gov](http://www.portlandmaine.gov)

Economic Development Department  
Gregory A. Mitchell, Director

**MEMORANDUM**

**TO:** Housing and Community Development Committee

**FROM:** Greg Mitchell, Economic Development Director 

**DATE:** October 3, 2013

**SUBJECT:** Proposed Purchase and Sale Agreement for Nathan Clifford School Redevelopment

**I. Summary of Issue**

Mayor Brennan appointed the Nathan Clifford Proposal Review Committee to oversee selection of a development team as recommended by the Nathan Clifford Re-Use Advisory Task Force.

Based upon discussions at the September 25<sup>th</sup> HCDC meeting related to maximizing site open space, two options for proposed Purchase and Sale Agreements with the Developer's Collaborative are being presented to the HCDC for review, discussion, and agreement on one option and vote to recommend to the City Council.

**II. Reason for Submission**

This is being submitted to the HCDC for its review and selection of one of two Purchase and Sale Agreement options and for a recommendation to the City Council, as City Council authorization is necessary for the City Manager to execute the Agreement.

**Background**

Transfer of control of the Nathan Clifford School from the School Department to the City was accepted by the City Council on February 6, 2012.

On June 18, 2012, the City Council then established the Nathan Clifford Re-Use Advisory Task Force to report to the HCDC with recommended preferred uses for the property, as well as a list of criteria for ranking potential uses and a process to review proposals. The Task Force completed its work November 2012, and the City Council approved the Task Force's recommendations on December 17, 2012. The Mayor then appointed the Nathan Clifford Proposal Review Committee (NCPRC) in July 2013 to oversee selection of a development team for its re-use.

Staff analysis concludes that the property sale amounts associated with both options are appropriate based upon reviewing project proprietary project financial pro forma information.

**VII. Recommendation**

Staff recommends that the HCDC select its preferred Purchase or Sale Agreement Option (A or B) and forward it to the City Council with a recommendation that the City Manager be authorized to execute said Agreement.

**VIII. List of Attachments**

1. Option A Proposed Purchase and Sale Agreement
2. Option B Proposed Purchase and Sale Agreement

The NCPRC issued a Request for Qualifications and two development teams, Developer's Collaborative and Community Housing of Maine, provided responses expressing interest in the property. The proposal from Developer's Collaborative included 22 market rate residential apartment units with +/- 18 units located in the school building and +/- 4 units located in new structures on the school property. Community Housing of Maine's proposal included 60 affordable residential apartments, with up to 24 of those units located in new construction.

After review of the two proposals, the NCPRC voted unanimously to recommend to the HCDC and City Council acceptance of the proposal submitted by Developer's Collaborative, finding that the material submitted met the applicable criteria in the RFQ. The Committee further qualified its recommendation that the proposal will meet current zoning, provide a more detailed site plan, provide additional financial information for review by Economic Development staff, and clarify its proposal regarding community use of the property.

### **III. Intended Result**

The intended result is to have the Nathan Clifford School redeveloped for market rate residential housing and provide for community use of some of the property. It will also put this property back on the tax role of the City.

### **IV. Council Goal Addressed**

Promote housing production by removing regulatory barriers, providing or expanding financing programs, and investigating the use of City owned land for housing purposes.

### **V. Financial Impact**

Two options to sell the property to Developers Collaborative include:

*Option A* – Property sale proceeds for \$1.00 dollar, establishment of a large conservation area for public use, and generation of property taxes estimated at \$78,000 per year.

*Option B* - Property sale proceeds for \$200,000, establishment of a small conservation easement for public use, and generation of property taxes estimated at \$78,000 per year.

### **VI. Staff Analysis**

Staff analysis results in finding many public benefits associated with this proposal by Developer's Collaborative, including:

- Property sale proceeds;
- Elimination of capital improvement and annual operating costs associated with continued City ownership of Nathan Clifford School;
- Conversion of tax exempt property to taxable property;
- Additional housing units to meet Portland's growing population;
- Preservation of an historic structure; and,
- Preservation of site open space under a conservation easement.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into as of October \_\_\_\_, 2013, by and between the CITY OF PORTLAND, a Maine body corporate and politic with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address of 17 Chestnut Street, Portland, Maine 04101 (the "Buyer")

WITNESSETH:

WHEREAS, Seller sought proposals from parties interested in redeveloping the former Nathan Clifford School; and

WHEREAS, Buyer submitted a proposal that included development of up to 22 residential dwellings, as more particularly described in Buyer's proposal; and

WHEREAS, Buyer intends to rehabilitate the school building on such property and place the same in service by the end of 2014;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property to be Sold. Seller agrees to sell and Buyer agrees to buy a certain lot or parcel of land with all buildings, fixtures and improvements thereon, located at 172 Falmouth Street, bounded by Deane, Falmouth and Payson Streets in the City of Portland, Maine, shown as City of Portland Tax Map 66A, consisting of all of the land shown on such tax map as Block A, Lots 1, 5-8, 11 and 12, comprising approximately 66,804 square feet of land, improved with the former Nathan Clifford School building and related infrastructure, land and improvements, with frontage on Deane, Falmouth and Payson Streets, together with all easements appurtenant thereto (collectively the "Premises"). The Premises are shown on the drawing attached hereto as Exhibit A.

2. Purchase Price. Buyer shall pay to Seller the sum of One Dollar. As additional consideration for the transfer of the Premises to Buyer, Buyer agrees it shall execute and deliver to Seller at closing a recreation easement in form and substance substantially identical to that attached hereto as Exhibit B covering a portion of the Premises as depicted in Exhibit A. There shall be no deposit.

3. Title. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens, claims and encumbrances. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time (not to exceed 30 days), after notice in writing, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied, then this Agreement, and Seller's and Buyer's obligations hereunder, will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects

as may exist. Seller agrees to convey the Premises using any new survey description resulting from Buyer's boundary survey.

4. Closing. This transaction shall be closed on or before December 31, 2013 at 10:00 a.m. (the "Closing Date") at the offices of Buyer's counsel, or if the Seller and Buyer shall mutually agree in advance at another time and place. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the Purchase Price, a Quitclaim Deed without Covenant to the Premises and such other customary instruments, documents and affidavits as may be associated with said closing. At Buyer's request and upon at least five business days' prior notice, Seller agrees to close earlier than December 31, 2013.

5. Risk of Loss, Damage, Destruction and Insurance. Before closing, Seller shall bear the risk of any loss to the Premises by fire or otherwise.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) There is no litigation, administrative hearing, arbitration, or any other proceeding pending or, to the knowledge of Seller, threatened against Seller or with respect to the Premises or the Personal Property with respect to any violation of law, rule or regulation. Seller has received no notices of violation from any Federal or State agency alleging a violation of any environmental law, rule or regulation with respect to the Premises.

(b) Seller has an absolute right to sell, assign or transfer the Premises to Buyer free and clear of all liens, pledges, security interests, demands or encumbrances and without breach of any agreement to which Seller is a party or by which Seller is bound.

7. Inspection. At all reasonable times upon reasonable prior notice, Buyer and any prospective lender or investor of Buyer's shall have the right to enter the Premises and perform, at Buyer's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to the Premises as Buyer deems necessary or appropriate. Buyer agrees to return the Premises as nearly as possible to their original condition after all of such tests and inspections. Seller shall cooperate with Buyer in such inspections. In the event Buyer is not satisfied for any reason by the results of such due diligence inspections, Buyer shall have the option of terminating this Agreement by written notice to Seller.

8. Possession. Seller shall deliver the Premises to Buyer at closing free and clear of all leases, tenancies and occupancies by any person.

9. Conditions Precedent. Buyer's obligation to close hereunder is subject to Buyer's full and complete satisfaction with all of the following:

(a) There shall have been no material adverse change in the condition of the Premises occurring after the conclusion of Buyer's inspections under Section 7 above, and the Premises shall be substantially in the same condition as they were at the time of the inspections, reasonable wear and tear excepted. Seller acknowledges that Buyer intends to use historic tax credits to finance the

Project and that any alterations to the Premises which adversely affects the ability of Buyer to use historic tax credits shall be considered a material adverse change for purposes of this Section.

(b) Title to the Premises shall be good and marketable, and the same shall be conveyed to Buyer free and clear of all liens, claims and encumbrances, excepting the conditions set forth in Section 13 below regarding development activities, which conditions shall survive the closing but shall not be recorded.

(c) As of the date hereof, and as of the Closing Date, all of Seller's representations and warranties shall be true and correct in all material respects.

(d) At the closing, Buyer shall execute and deliver to Seller a recreation easement in substantially the form of that attached hereto as Exhibit B.

If the conditions described in subsections (a) through (c) above are not satisfied as of the dates specified, or if no date is specified, by the Closing Date, then Buyer shall have the option of terminating this Agreement in writing and receiving back the Deposit. Seller shall not be obligated to close if it is not reasonably satisfied with the form of easement Buyer is prepared to execute and deliver as provided in subsection (d) above

10. Default and Remedies. In the event Buyer party defaults under this Agreement, Seller's sole remedy shall be to terminate this Agreement. In the event Seller defaults under this Agreement, Buyer shall have available all remedies at law and in equity, including, without limitation, the remedy of specific performance.

11. Assignment. Upon notice to and prior consent of Seller, which consent shall not be unreasonably withheld, Buyer may assign this Agreement and all its rights and obligations hereunder to an affiliate of the Buyer. Notwithstanding the foregoing, Buyer has the right to unilaterally assign the Agreement without Seller's consent to an affiliate of the Buyer formed for the express purpose of redeveloping the Nathan Clifford School. Such entity shall include the federal and state historic tax credit investors as non-managing members or partners and the Buyer or affiliate as managing member or partner.

12. Brokers. The parties represent to each other that neither has had any dealings with any real estate broker in connection with this transaction. Each party agrees to indemnify the other from and against the claims of any brokers arising from this transaction, which indemnity shall survive the closing and shall include reasonable costs of collection, including reasonable attorneys' fees.

13. Development Activities. Buyer intends to redevelop the former school building on the Premises as a multi-unit residential building targeting professionals and active retirees as residents and containing amenities such as a fitness center, storage space, shared space and lounge, in such configurations and design as Buyer shall in its discretion determine. The redevelopment shall use quality materials and have up to 22 units. The rehabilitation shall use among other sources the federal and state historic tax credits. Buyer agrees to pursue the rehabilitation, including design, permitting and financing, with commercially reasonable diligence, with the intention of placing the

building in service by December 31, 2014. Buyer agrees to make recreational equipment and/or other capital investment improvements within the public recreation easement area at an expense of not more than Fifteen Thousand Dollars (\$15,000), contemporaneous with the redevelopment of the Premises.

14. Miscellaneous. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth at the beginning of this Agreement. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. Except as set forth in Section 11 above, the rights of Buyer under this Agreement may not be assigned in whole or in part without written consent of Seller, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. Seller's representations and warranties, and certain other provisions contained in this Agreement, shall survive the closing. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date written above.

WITNESS:

\_\_\_\_\_

CITY OF PORTLAND, Seller

By: \_\_\_\_\_  
Mark H. Rees, its  
City Manager

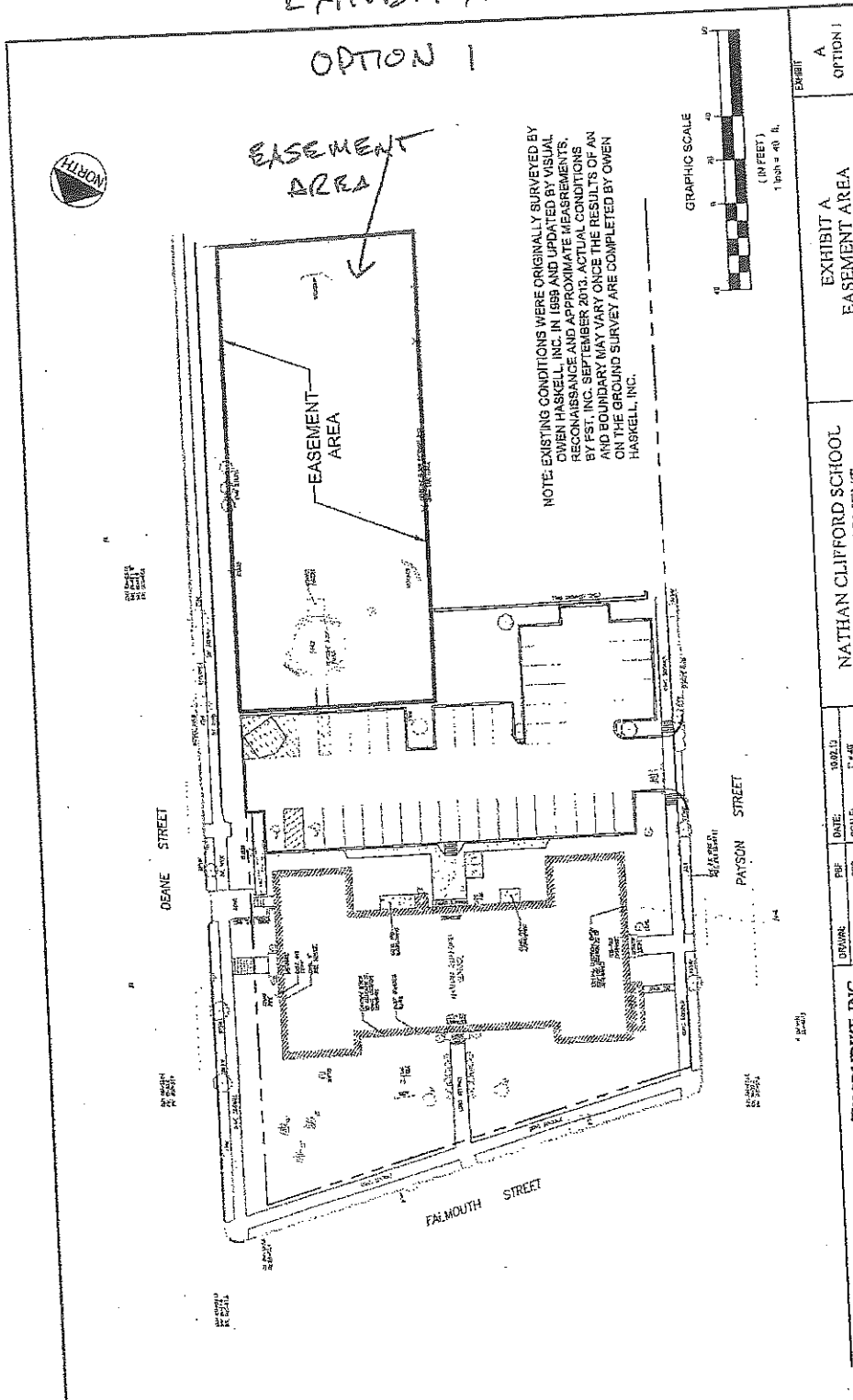
DEVELOPERS COLLABORATIVE  
PREDEVELOPMENT LLC, Buyer

\_\_\_\_\_

By: \_\_\_\_\_  
Kevin R. Bunker, its Manager



EXHIBIT A  
OPTION 1



DRAWN: [blank]		DATE: 10.02.13
DESIGNED: [blank]		SCALE: 1" = 40'
CHECKED: [blank]	SRN: [blank]	JOB NO.: SP-101
FILE NAME: SP-101 - TR. EXHIBIT A.dwg		
<b>FST</b> HAY, SPROFFORD & THORNDIKE, INC. ENGINEERS - PLANNERS - SCIENTISTS 778 MAIN ST., SUITE 6, SOUTH PORTLAND, ME 04105 TEL: 603.883.1111 FAX: 603.883.1114 <small>PROJECT: Nathan Clifford School Redevelopment (SP-101).dwg (10/2/13) 2:51 PM</small>		

EXHIBIT A  
EASEMENT AREA

NATHAN CLIFFORD SCHOOL  
REDEVELOPMENT

OPTION 1

EXHIBIT BEASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that [DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, *[or assigns]*], a Maine limited liability company doing business in Portland, Maine ("Owner") for consideration paid, hereby grants to the CITY OF PORTLAND, a Maine body corporate and politic with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (the "City"), an easement, more particularly described below, for the purposes set forth below, in common with Owner. The land which is subject to the easement granted herein is part of the land described in the deed to Owner from the City of even or near date and recorded at the Cumberland County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ ("Owner's Land") and is shown in the drawing attached hereto as Exhibit A and made a part hereof.

Owner grants to the City a permanent and perpetual recreation easement (the "Easement") over the area shown in the drawing attached hereto as Exhibit A (the "Easement Area"), together with the right to pass and repass by foot and maintenance vehicles to and from the Easement Area. The Easement is granted solely for recreational uses (and directly related maintenance activities, as described below) only, and the Easement Area shall be used as a park. Owner agrees at its expense to provide basic maintenance of the Easement Area, limited to mowing the grass, maintaining and replacing landscaping and, on an as-needed basis, pruning tree branches and limbs in the Easement Area and to provide for the removal of reasonable amounts of trash from the Easement Area.

The City agrees by acceptance of this Easement that it (i) shall limit access to the Recreational Easement Area by the public to daylight hours, (ii) shall take reasonable steps to prevent nuisances or other activities that may adversely affect the use and enjoyment of Owner's Land and (iii) shall not take or allow the taking of any action that might cause Owner to be in violation of Owner's permits and approvals for the project on Owner's Land. If the City fails to prevent nuisances or activities on the Easement Area that in Owner's judgment adversely affect the use and enjoyment of Owner's Land, Owner shall provide City with written notice of such fact. If the City fails to remedy the situation giving rise to Owner's notice within ten (10) days of the date of the notice, Owner may take action to address the same which action may, without limitation, include closing the Easement Area to public access. In the event of repeated failure by the City to prevent nuisances or activities on the Easement Area that in Owner's judgment adversely affect the use and enjoyment of Owner's Land, Owner may take action as set forth above without further notice to the City.

Both parties intend that the contemplated uses of the Easement qualify for the protections and immunities afforded owners or easement holders under 14 M.R.S.A. § 159-A.

TO HAVE AND TO HOLD the aforegranted and bargained easements, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its and their use and behoof, forever.

OPTION A

IN WITNESS WHEREOF, [Developers Collaborative Predevelopment LLC] has caused this instrument to be executed by its Manager thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESS:

[DEVELOPERS COLLABORATIVE  
PREDEVELOPMENT LLC, Buyer

By: \_\_\_\_\_  
Kevin R. Bunker, its Manager]

REVIEWED AND AGREED TO:

CITY OF PORTLAND

By: \_\_\_\_\_  
Mark H. Rees, its City Manager

STATE OF MAINE  
CUMBERLAND, SS.

\_\_\_\_\_, 201\_\_

Personally appeared the above-named [Kevin R. Bunker, Manager of Developers Collaborative Predevelopment LLC], as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT made and entered into as of October \_\_\_\_, 2013, by and between the CITY OF PORTLAND, a Maine body corporate and politic with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address of 17 Chestnut Street, Portland, Maine 04101 (the "Buyer")

WITNESSETH:

WHEREAS, Seller sought proposals from parties interested in redeveloping the former Nathan Clifford School; and

WHEREAS, Buyer submitted a proposal that included development of up to 22 residential dwellings, as more particularly described in Buyer's proposal; and

WHEREAS, Buyer intends to rehabilitate the school building on such property and place the same in service by the end of 2014;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property to be Sold. Seller agrees to sell and Buyer agrees to buy a certain lot or parcel of land with all buildings, fixtures and improvements thereon, located at 172 Falmouth Street, bounded by Deane, Falmouth and Payson Streets in the City of Portland, Maine, shown as City of Portland Tax Map 66A, consisting of all of the land shown on such tax map as Block A, Lots 1, 5-8, 11 and 12, comprising not less than 66,804 square feet of land, improved with the former Nathan Clifford School building and related infrastructure, land and improvements, with frontage on Deane, Falmouth and Payson Streets, together with all easements appurtenant thereto (collectively the "Premises"). The Premises are shown on the drawing attached hereto as Exhibit A.
2. Purchase Price. Buyer shall pay to Seller the sum of Two Hundred Forty Thousand (\$200,000) at the closing, by certified or bank cashier's check or wire transfer. There shall be no deposit. As additional consideration for the transfer of the Premises to Buyer, Buyer agrees it shall execute and deliver to Seller at closing a recreation easement in form and substance substantially identical to that attached hereto as Exhibit B covering a portion of the Premises as depicted in Exhibit A.
3. Title. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens, claims and encumbrances. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time (not to exceed 30 days), after notice in writing, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied, then this Agreement, and Seller's and Buyer's obligations hereunder, will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects

as may exist. Seller agrees to convey the Premises using any new survey description resulting from Buyer's boundary survey.

4. Closing. This transaction shall be closed on or before December 31, 2013 at 10:00 a.m. (the "Closing Date") at the offices of Buyer's counsel, or if the Seller and Buyer shall mutually agree in advance at another time and place. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the Purchase Price, a Quitclaim Deed without Covenant to the Premises and such other customary instruments, documents and affidavits as may be associated with said closing. At Buyer's request and upon at least five business days' prior notice, Seller agrees to close earlier than December 31, 2013.

5. Risk of Loss, Damage, Destruction and Insurance. Before closing, Seller shall bear the risk of any loss to the Premises by fire or otherwise.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) There is no litigation, administrative hearing, arbitration, or any other proceeding pending or, to the knowledge of Seller, threatened against Seller or with respect to the Premises or the Personal Property with respect to any violation of law, rule or regulation. Seller has received no notices of violation from any Federal or State agency alleging a violation of any environmental law, rule or regulation with respect to the Premises.

(b) Seller has an absolute right to sell, assign or transfer the Premises to Buyer free and clear of all liens, pledges, security interests, demands or encumbrances and without breach of any agreement to which Seller is a party or by which Seller is bound.

7. Inspection. At all reasonable times upon reasonable prior notice, Buyer and any prospective lender or investor of Buyer's shall have the right to enter the Premises and perform, at Buyer's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to the Premises as Buyer deems necessary or appropriate. Buyer agrees to return the Premises as nearly as possible to their original condition after all of such tests and inspections. Seller shall cooperate with Buyer in such inspections. In the event Buyer is not satisfied for any reason by the results of such due diligence inspections, Buyer shall have the option of terminating this Agreement by written notice to Seller.

8. Possession. Seller shall deliver the Premises to Buyer at closing free and clear of all leases, tenancies and occupancies by any person.

9. Conditions Precedent. Buyer's obligation to close hereunder is subject to Buyer's full and complete satisfaction with all of the following:

(a) There shall have been no material adverse change in the condition of the Premises occurring after the conclusion of Buyer's inspections under Section 7 above, and the Premises shall be substantially in the same condition as they were at the time of the inspections, reasonable wear and tear excepted. Seller acknowledges that Buyer intends to use historic tax credits to finance the

Project and that any alterations to the Premises which adversely affects the ability of Buyer to use historic tax credits shall be considered a material adverse change for purposes of this Section.

(b) Title to the Premises shall be good and marketable, and the same shall be conveyed to Buyer free and clear of all liens, claims and encumbrances, excepting the conditions set forth in Section 13 below regarding development activities, which conditions shall survive the closing but shall not be recorded.

(c) As of the date hereof, and as of the Closing Date, all of Seller's representations and warranties shall be true and correct in all material respects.

(d) At the closing, Buyer shall execute and deliver to Seller a recreation easement in substantially the form of that attached hereto as Exhibit B.

If the conditions described in subsections (a) through (c) above are not satisfied as of the dates specified, or if no date is specified, by the Closing Date, then Buyer shall have the option of terminating this Agreement in writing and receiving back the Deposit. Seller shall not be obligated to close if it is not reasonably satisfied with the form of easement Buyer is prepared to execute and deliver as provided in subsection (d) above

10. Default and Remedies. In the event Buyer party defaults under this Agreement, Seller's sole remedy shall be to terminate this Agreement. In the event Seller defaults under this Agreement, Buyer shall have available all remedies at law and in equity, including, without limitation, the remedy of specific performance.

11. Assignment. Upon notice to and prior consent of Seller, which consent shall not be unreasonably withheld, Buyer may assign this Agreement and all its rights and obligations hereunder to an affiliate of the Buyer. Notwithstanding the foregoing, Buyer has the right to unilaterally assign the Agreement without Seller's consent to an affiliate of the Buyer formed for the express purpose of redeveloping the Nathan Clifford School. Such entity shall include the federal and state historic tax credit investors as non-managing members or partners and the Buyer or affiliate as managing member or partner.

12. Brokers. The parties represent to each other that neither has had any dealings with any real estate broker in connection with this transaction. Each party agrees to indemnify the other from and against the claims of any brokers arising from this transaction, which indemnity shall survive the closing and shall include reasonable costs of collection, including reasonable attorneys' fees.

13. Development Activities. Buyer intends to redevelop the former school building on the Premises as a multi-unit residential building targeting professionals and active retirees as residents and containing amenities such as a fitness center, storage space, shared space and lounge, in such configurations and design as Buyer shall in its discretion determine. The redevelopment shall use quality materials and have up to 18 units. The rehabilitation shall use among other sources the federal and state historic tax credits. Buyer agrees to pursue the rehabilitation, including design, permitting and financing, with commercially reasonable diligence, with the intention of placing the

building in service by December 31, 2014. Buyer is free to develop two additional house lots on the Premises as Buyer see fit, subject to receipt of applicable permits and approvals. Buyer agrees to make recreational equipment and/or other capital investment improvements within the public recreation easement area at an expense of not more than Five Thousand Dollars (\$5,000), contemporaneous with the redevelopment of the Premises.

14. Miscellaneous. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth at the beginning of this Agreement. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. Except as set forth in Section 11 above, the rights of Buyer under this Agreement may not be assigned in whole or in part without written consent of Seller, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. Seller's representations and warranties, and certain other provisions contained in this Agreement, shall survive the closing. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date written above.

WITNESS:

\_\_\_\_\_

CITY OF PORTLAND, Seller

By: \_\_\_\_\_  
Mark H. Rees, its  
City Manager

DEVELOPERS COLLABORATIVE  
PREDEVELOPMENT LLC, Buyer

\_\_\_\_\_

By: \_\_\_\_\_  
Kevin R. Bunker, its Manager

EXHIBIT A  
OPTION Z



EASEMENT  
AREA

PARCEL 1  
6,000 S.F.

PARCEL 2  
6,000 S.F.

EASEMENT  
AREA

NOTE: EXISTING CONDITIONS WERE ORIGINALLY SURVEYED BY OWEN HASKELL, INC. IN 1988 AND UPDATED BY VISUAL RECONSTRUCTION, INC. IN APPROXIMATE MEASUREMENTS. RECOMMENCEMENT DATE: SEPTEMBER 2013. ACTUAL CONDITIONS AND BOUNDARY MARKS MAY VARY ONCE THE RESULTS OF AN ON THE GROUND SURVEY ARE COMPLETED BY OWEN HASKELL, INC.

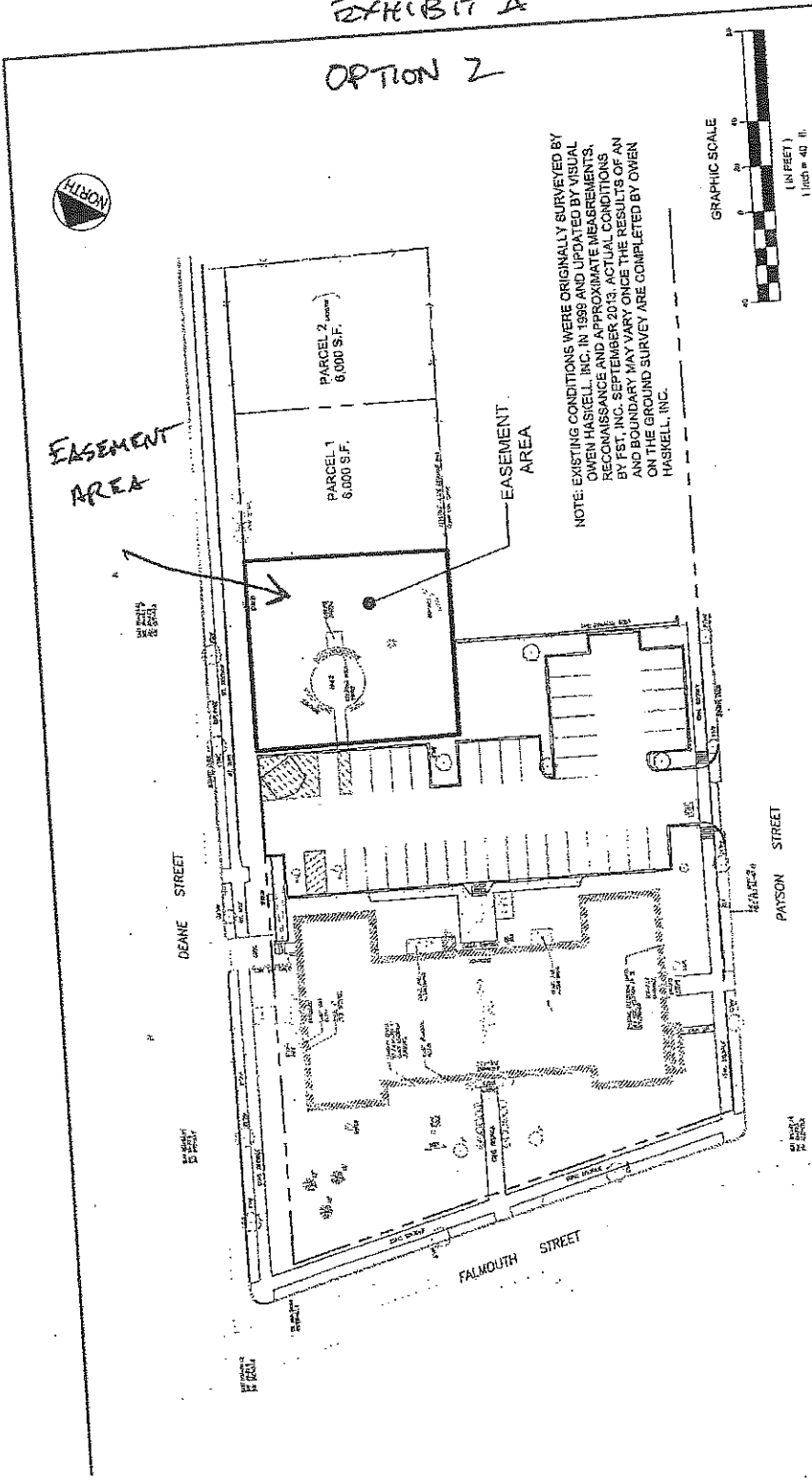
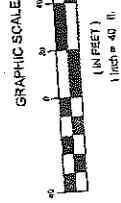


EXHIBIT A EASEMENT AREA		EXHIBIT 2 OPTION 2	
NATHAN CLIFFORD SCHOOL REDEVELOPMENT			
DATE:	10/21/13	JOB NO.:	SP-41101
SCALE:	1" = 40'	FILE NAME:	SP-41101-TB-EXHIBIT A (OPTION Z).DWG
DESIGNED BY:	SP-41101	CHECKED BY:	SP-41101
PROJECT:	NATHAN CLIFFORD SCHOOL REDEVELOPMENT	DATE:	10/21/13

FAY, SPOFFORD & THORNDIKE, INC.  
ENGINEERS - PLANNERS - SCIENTISTS  
778 MAIN ST. SUITE B. SOUTH PORTLAND, ME 04106  
FAYSP@fayst.com



PROJECT: Nathan Clifford School Redevelopment  
DATE: 10/21/13



EXHIBIT BEASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that [DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, *[or assigns]*], a Maine limited liability company doing business in Portland, Maine ("Owner") for consideration paid, hereby grants to the CITY OF PORTLAND, a Maine body corporate and politic with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (the "City"), an easement, more particularly described below, for the purposes set forth below, in common with Owner. The land which is subject to the easements granted herein is part of the land described in the deed to Owner from the City of even or near date and recorded at the Cumberland County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ ("Owner's Land") and is shown in the drawing attached hereto as Exhibit A and made a part hereof.

Owner grants to the City a permanent and perpetual recreation easement (the "Easement") over the area shown in the sketch attached hereto as Exhibit A and made a part hereof (the "Easement Area"), together with the right to pass and repass by foot and maintenance vehicles to and from the Easement Area. The Easement is granted solely for recreational uses (and directly related maintenance activities, as described below) only, and the Easement Area shall be used as a park. Owner agrees at its expense to provide basic maintenance of the Easement Area, limited to mowing the grass, maintaining and replacing landscaping and, on an as-needed basis, pruning tree branches and limbs in the Easement Area.

The City agrees by acceptance of this Easement that it (i) shall limit access to the Recreational Easement Area by the public to daylight hours, (ii) shall take reasonable steps to prevent nuisances or other activities that may adversely affect the use and enjoyment of Owner's Land and (iii) shall not take or allow the taking of any action that might cause Owner to be in violation of Owner's permits and approvals for the project on Owner's Land. If the City fails to prevent nuisances or activities on the Easement Area that in Owner's judgment adversely affect the use and enjoyment of Owner's Land, Owner shall provide City with written notice of such fact. If the City fails to remedy the situation giving rise to Owner's notice within ten (10) days of the date of the notice, Owner may take action to address the same which action may, without limitation, include closing the Easement Area to public access. In the event of repeated failure by the City to prevent nuisances or activities on the Easement Area that in Owner's judgment adversely affect the use and enjoyment of Owner's Land, Owner may take action as set forth above without further notice to the City.

Both parties intend that the contemplated uses of the Recreation Easement qualify for the protections and immunities afforded owners or easement holders under 14 M.R.S.A. § 159-A.

TO HAVE AND TO HOLD the aforegranted and bargained easements, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its and their use and behoof, forever.

OPTION B

IN WITNESS WHEREOF, [Developers Collaborative Predevelopment LLC has caused this instrument to be executed by its Manager thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESS:

[DEVELOPERS COLLABORATIVE  
PREDEVELOPMENT LLC, Buyer

\_\_\_\_\_

By: \_\_\_\_\_  
Kevin R. Bunker, its Manager]

REVIEWED AND AGREED TO:

CITY OF PORTLAND

By: \_\_\_\_\_  
Mark H. Rees, its City Manager

STATE OF MAINE  
CUMBERLAND, SS.

\_\_\_\_\_, 201\_\_

Personally appeared the above-named [Kevin R. Bunker, Manager of Developers Collaborative Predevelopment LLC], as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



# PLANNING BOARD REPORT PORTLAND, MAINE

Nathan Clifford School Reuse  
172 Falmouth Street  
Level III Site Plan and Subdivision  
Project ID #2013-229  
CBL 066A A001001  
Developer's Collaborative, Kevin Bunker, Applicant

Submitted to: Portland Planning Board Public Hearing Date: November 26, 2013	Prepared by: Bill Needelman, Senior Planner Date: November 22, 2013 Planning Board Report # 56-13
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## I. INTRODUCTION

The Planning Board is asked to hold a Public Hearing to review a proposal by the Developer's Collaborative, represented by Kevin Bunker, for the re-use and redevelopment of the Nathan Clifford School in the Oakdale neighborhood. The applicant proposes to develop the school building into 22 market rate residential units with associated site changes for parking, pedestrian circulation, and solid waste collection. A significant portion of the site is to remain accessible to the public as improved open space.

The proposal requires review by the Planning Board as a Level III Site Plan for change of use and site improvements, and Subdivision. The project has been separately reviewed and approved by the Zoning Board of Appeals as a conditional use (residential conversion of a non-residential structure in the R-5 zone), and will be reviewed by the Historic Preservation Board for a Certificate of Appropriateness under the Historic Preservation Ordinance.

The Board previously held an October 22, 2013 workshop on a preliminary application. The current material was updated with a final submission packet dated November 5 along with a November 18, 2013 response to staff comments. This workshop was noticed by mail to 227 neighbors and interested parties and was advertised in the November 18 and 19, 2013 editions of the Portland Press Herald.

Required reviews and required waivers

<b>Applicant's Proposal</b>	<b>Applicable Standards</b>
Change of use to 22 dwelling unit multifamily building of +/-44,000 square feet floor area	Subdivision Review: Subdivision Standards - Section 14-497
	Level III Site Plan Review: Site Plan Standards -- 14-526
Minimal exterior alterations	Certificate of appropriateness by the Historic Preservation Board
Waiver required for parking space dimensions	Technical Standard 1.14 <i>Parking Lot and Parking Space Design</i>

**II. BACKGROUND**

Following the closure of the Nathan Clifford School, the City Council established an advisory task force to recommend uses and a process for finding a new owner and developer for the historic school building and grounds. In November 2012, the Council adopted the advisory task force's recommendation to seek a developer with a preference for proposals that are generally consistent with the current R-5 zoning. Based on a request for qualifications process, the City is currently negotiating with the Developer's Collaborative as the presumed developer of the project. The Developer's Collaborative proposed a residential redevelopment of the site that keeps within the limits of the R-5 zone, does not require exterior additions or changes to the building footprint, and retains a significant portion of the site available for public use.

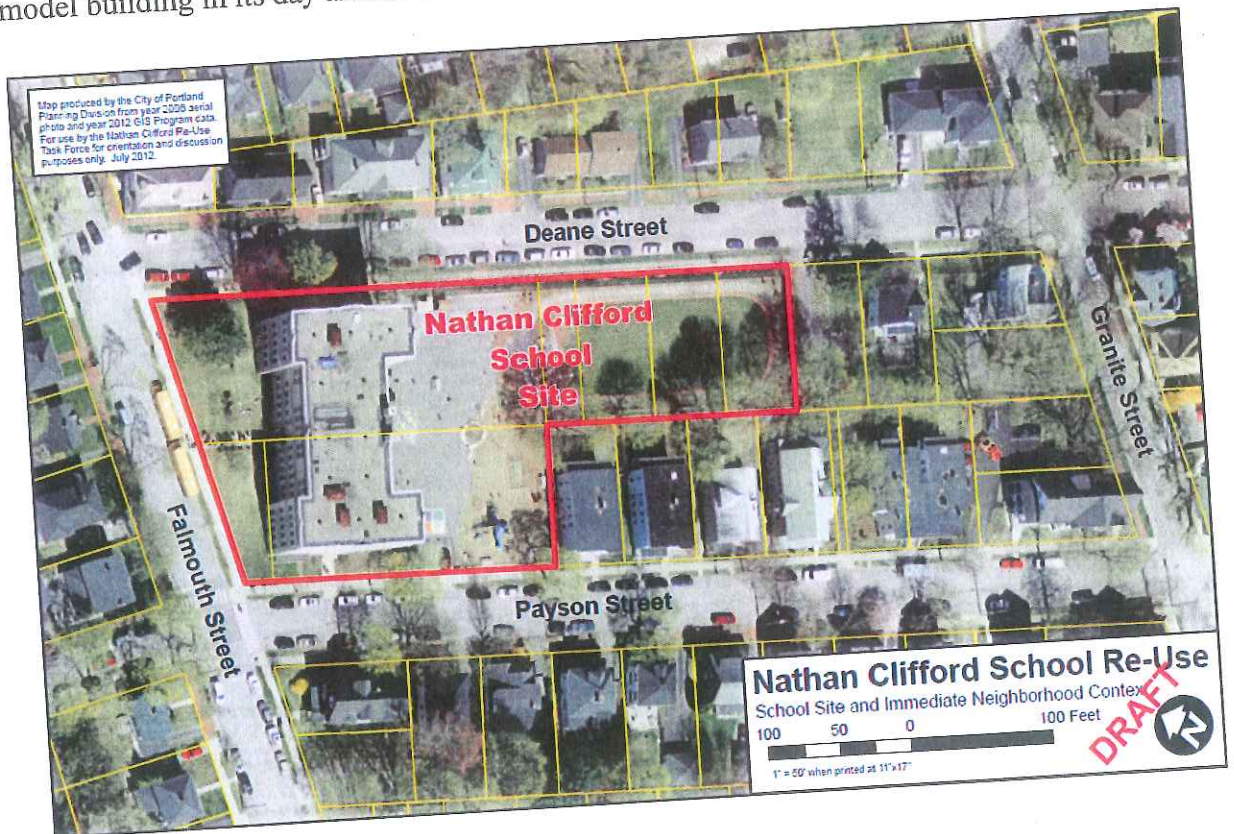
**III. PROJECT DATA**

<b>SUBJECT</b>	<b>DATA</b>
<b>Existing Zoning</b>	R-5
<b>Existing Use</b>	Vacant 44,000 sq ft elementary school
<b>Proposed Use</b>	22 residential units, 1 to 3 bedrooms
<b>Parcel Size</b>	67,000 sq ft
<b>Impervious Surface Area</b>	
--Existing	27,491 sq ft
--Proposed	28,582 sq ft
--Net Change	1,091 sq ft
<b>Total Disturbed Area</b>	Approx. 35,000 sq ft
<b>Building Footprint</b>	
--Existing	11,537 sq ft
--Proposed	same
--Net Change	0 sq ft

<b>Building Floor Area</b>	+/-44,000 sq ft
--Existing	same
--Proposed	same
<b>Parking Spaces</b>	39
<b>Bicycle parking Spaces</b>	Interior storage provided plus 6 exterior spaces
<b>Estimated Cost:</b>	\$5.4 Million in Construction
<b>Land uses in the vicinity</b>	Single and multi-family residential

### III. EXISTING CONDITIONS

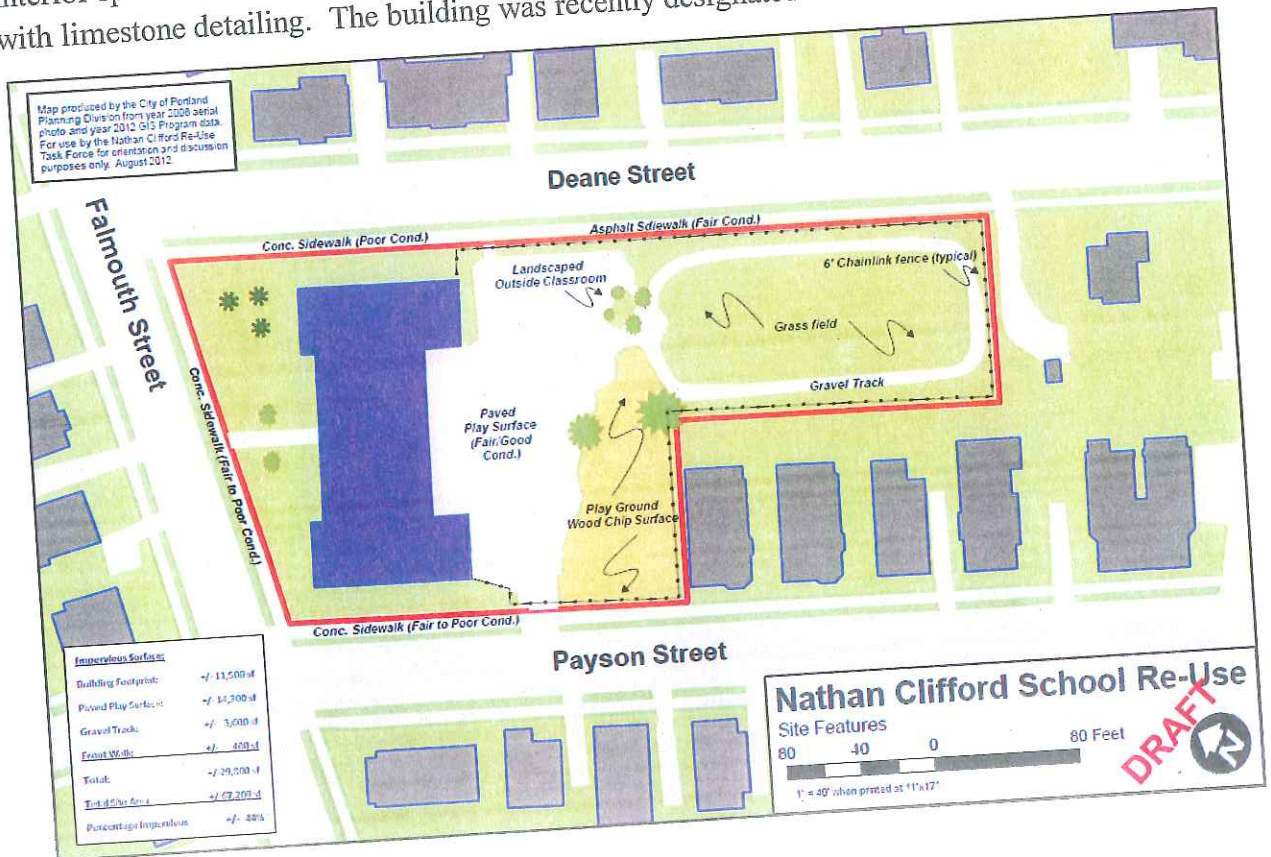
The Nathan Clifford School opened in 1909 on portions of the old City Farm in the then emerging Oakdale Neighborhood. Designed by the Stevens architectural firm, the school was a model building in its day and served as a neighborhood anchor for nearly a century.





The building sits on +/-62,000 sq ft of land with its front door facing northerly onto Falmouth Street and has significant frontage to the east on Deane Street and to the West on Payson Street. The southerly portion of the site is occupied by paved play surfaces, a playground, a small multi-use field and track.

The building is three stories tall sitting on a raised basement, providing +/-46,000 square feet of interior space. The building is designed in a restrained Beaux Arts style executed in buff brick with limestone detailing. The building was recently designated as a local architectural landmark



and is subject to protection by the City's Historic Preservation Ordinance. There is currently no parking on-site and vehicular circulation is accommodated on the adjacent public streets. Falmouth and Payson Streets are provided with concrete sidewalks and Dean Street is provided with a combination of concrete and asphalt sidewalks. The sidewalks on all adjacent streets range in condition from fair to poor.

#### **IV. PROPOSED DEVELOPMENT**

The applicant is proposing to redevelop the existing school building into 22 market rate residential rental units. At a previous workshop, the applicant proposed 19 units, but the unit count has been increased to 22 units for the Board's consideration.

The project additionally shows conversion of the existing play surfaces to 39 parking space and associated landscaping and lighting. A dumpster, previously shown for the workshop, has been eliminated, with the applicant now proposing to handle solid waste in an interior trash room.

The balance of the site adjacent to the building will be used for landscaping. The rear (southerly) playing field will be improved with a playground, landscaped seating area, and rain garden. 18,000 square feet of land adjacent to Deane Street, including the new playground will be permanently available to the public through an easement held by the City.

#### **V. PUBLIC COMMENT**

See Attachment 3 for email correspondence to the Planning Division.

The required neighborhood meeting was held on October 15, 2013. See Attachment S for meeting attendance and minutes.

#### **VI. RIGHT, TITLE AND INTEREST AND FINANCIAL/TECHNICAL CAPACITY**

The applicant has a signed purchase and sale agreement with the City and provides a narrative of their experience financial capacity to successfully complete the project. See Attachment I.

#### **VII. STAFF REVIEW**

Review comments from Consulting Traffic Engineer, Tom Errico, Storm Water reviewer, Dave Senus, and the Department of Public Services are provided below:

##### Traffic Review

Consulting Traffic Engineer, Tom Errico has reviewed the final plans and offers the following final comments as a status report of my October 17, 2013 comments.

- The standard parking space dimensions shall meet City standards.

**Status: The plans have been revised and the standard parking stalls meet City Standards. I have no further comment.**

- The applicant should consider implementing compact size parking spaces to reduce impervious pavement area.

**Status: The plans now include reduced sized parking spaces. The dimensions of these spaces vary and do not meet the City's compact parking space size standards. A waiver should be formally requested. I support a waiver.**

- The applicant should provide a trip generation comparison between the former use and the proposed use. It is my expectation that traffic levels will be reduced from the prior school use.

**Status: The information has been provided and no further action is request.**

- The applicant will need to formally request a waiver for aisle width in the parking lot (22-feet is proposed in an area of the parking lot).

**Status: The plans have been revised and a waiver is not required.**

- The applicant needs to provide additional detail on maintaining the curb cut on Deane Street. It is my recommendation that the driveway be closed.

**Status: I continue to suggest that the curb cut be closed.**

Thomas A. Errico, PE

**Department of Public Services Review** The City of Public Services has the following comments on the proposed building conversion at 172 Falmouth Street. These comments shall supersede all other previous comments from the Department of Public Services.

1. Cross walk markings shall be block style per city standards.
2. Install new concrete sidewalks and ADA ramps shall be installed within the Falmouth St right of way. The proposed segmented replacement of the sidewalk is not acceptable. It is recommended that the applicant consider install a new concrete walk to the door on Falmouth St.
3. The applicant shall install granite curbing to fill the four voids in the curbing on Falmouth St. Granite curbing may be available from the City at no cost to the applicant for this effort. Please call Marc Spiller at 232-8333 for available curbing. Applicant will need to pick up and transport all required curbing.
4. The applicant shall make every effort to shed roof drainage to grade for sheet flow across property to the street.
5. The applicant shall close the curb cut on Deane Street, removing the concrete apron and install a new concrete walkway from the sidewalk to the doorway steps. Installed granite curbing to match existing curbing grade. Again, curbing may be available from the City, see item three above.



Note: The curbing on Deane Street currently does not meet City of Portland standards for curb reveal. It is understood that if the curb is reset to a seven inch reveal, the sidewalk would require replacement for proper drainage. The City has discussed and feel requiring the applicant to reset the curbing would be excessive in light of the previous comments.

Storm Water Review Consulting Stormwater Review Engineer, Dave Senus submitted the following comment prior to the applicants November 18 update. Many, if not all, of these issues were addressed in the November 18 update, but have not yet been reviewed by Mr. Senus.

A condition of approval is suggested that, pending review of the latest submitted material, that the applicant submit for review and approval material satisfying the following:

Woodard & Curran has reviewed the Final Level III Site Plan Application for the proposed Nathan Clifford School Redevelopment located at 172 Falmouth Street in Portland, Maine. The project consists of renovating an existing building into a 22-unit market-rate housing project and associated site improvements.

Documents Reviewed by W&C

- Final Level III Site Plan Application and attachments dated November 5, 2013, prepared by FST Engineers on behalf of Developers Collaborative Predevelopment, LLC.
- Engineering Plans, Sheets C-1.0, C-1.1, C-2.0, C-2.1, C-3.0, C-4.0, C-5.0, C-7.0, C-7.1, and C-7.2, revised November 5, 2013, prepared by FST Engineers on behalf of Developers Collaborative Predevelopment, LLC.

Comments

- 1) The Applicant has noted that underground utility installation details and confirmation of capacity to serve the development from the utility companies is being coordinated at this time. If response is not received prior to Public Hearing, we recommend that statements of ability to serve the project and a final utility plan be required as a Condition of Approval.
- 2) The Applicant has proposed a rain garden for stormwater quality treatment. The Applicant should provide design details for the rain garden, a summary of the area draining to the rain garden (impervious and pervious area), and calculations demonstrating that the rain garden is sized to handle the water quality volume generated from the contributing area.
- 3) The project will result in a net increase in impervious area of approximately 1,984 square feet; therefore, the project is required to include stormwater management features to control the rate of stormwater runoff from the site in compliance with the Flooding Standard. The Applicant has demonstrated an effort to reduce

- impervious area on the site, and proposes a stormwater management system that will reduce the rate of runoff from the site. As such, and upon review of the additional information requested in Comment #2, we anticipate determining that the project is in general conformance with the Flooding Standard.
- 4) A stormwater inspection and maintenance plan must be developed in accordance with and in reference to MaineDEP Chapter 500 guidelines and Chapter 32 of the City of Portland Code of Ordinances for the stormwater management systems on the site.
  - 5) Per Section 13 of the City's Technical Manual, the Applicant is required to submit a Boundary Survey that has been Stamped by a Maine Licensed Professional Surveyor. At this time, only an unstamped existing conditions plan has been received. The Applicant has noted that Owen Haskell, Inc. has completing an ALTA Boundary and Topographic Survey Plan for the Site; this Survey should be included as part of the Final Submission Package.
  - 6) The "Resident Garden Boxes with Wood Chip Surface" area depicted on C-5 (Landscaping Plan) is located in a drainage pathway, where stormwater will drain through a curb-break off the parking lot area. The design should be adjusted to avoid drainage impacts to this area.
  - 7) A 6" culvert is proposed below a walkway adjacent to the Rain Garden. The culvert is proposed to be laid flat (no slope); we recommend modifying the design to include at least minimal slope to reduce the potential for sediment depositing within the culvert.

## A. ZONING ASSESSMENT

As a Conditional Use for conversion of a non-residential structure to residential use in the R-5 zone, the applicant has received zoning approval from the Zoning Board of Appeals. See Attachment 1.

## B. SUBDIVISION STANDARDS

### 14-496. Subdivision Plat Requirements

The applicant has provided an updated boundary survey, but has not yet produced a subdivision plat. The plat must include detailed reference to the conditions for public access to the field and play area. Staff suggests as a condition of approval, that the applicant provide the plat review by staff and signature by the Planning Board.

### 14-497. General Requirements (a) Review Criteria

1. Will Not Result in Undue Water and Air Pollution (Section 14-497 (a) I), and Will Not Result in Undue Soil Erosion (Section 14-497 (a) 4)  
A grading and drainage plan has been submitted (Plan 4.7) and is acceptable to the consulting review engineer, as described in the site plan review section below.

2. Sufficient Water Available (Section 14-497 (a) 2 and 3)  
A letter from the Portland Water District (Attachment J.12) confirms the adequacy of available of water from the existing service.
  3. Will Not Cause Unreasonable Traffic Congestion (Section 14-497 (a) 5)  
The 22 residential uses will contribute far fewer trips to the surrounding street system than the previous school use. See attachment F.3 for a comparison of previous to existing trip generation figures. Consulting Traffic Engineer, Tom Errico, agrees that there will be negligible impact to the surrounding street system.
  4. Will Provide for Adequate Sanitary Sewer and Stormwater Disposal (Section 14-497 (a) 6), and Will Not Cause an Unreasonable Burden on Municipal Solid Waste and Sewage (Section 14-497 (a) 7)  
Solid waste will be handled by an independent hauler from a trash room in the building. The applicant has requested a letter of sewer capacity from the Department of Public Services and a condition of approval is suggested pending its receipt.
  5. Scenic Beauty, Natural, Historic, Habitat and other Resources (Section 14-497 (a) 8)  
With the preservation of the building and augmentation of the existing landscaping, the project meets this standard if the subdivision code. The street tree requirement is be one tree per unit, or 22 street trees, in or near the ROW. With the street trees currently on site, and those proposed, the City Arborist is asking for contribution and/or installation of 2 trees to compensate for two street trees on Deane Street that were recently removed by the City due to their poor condition. A condition of approval is suggested.
  6. Comprehensive Plan (Section 14-497 (a) 9)  
As a project consistent with its underlying zoning, the project is compatible with applicable Comprehensive Plan goals and policies.
  7. Financial Capability (Section 14-497 (a) 10)  
See Attachment I.
- C. SITE PLAN STANDARDS** 14-526 Requirements for approval
- (a) Transportation**
- **Impact on Surrounding Street Systems and Access and Circulation-** see Subdivision Review.

- **Construction (Traffic) Management Plan.** The Applicant has provided a construction management plan that has been reviewed by the Department of Public Services in Attachment L.
  - **Loading and Servicing**  
The building can be loaded from the proposed parking area or from an existing door on Deane Street. Deane Street currently is provided with a curb cut serving this entry door. The Department of Public Services and the consulting Traffic Engineer recommend closing this curb cut due to potential conflicts with the Deane Street sidewalk. A condition of approval is suggested in the Motions.
  - **Sidewalk and ROW**  
The site is provided with sidewalks along all street frontages. Department of Public Services requests that, due to poor condition that the entire Falmouth Street sidewalk is replaced and spot repairs be made on Payson and Deane Streets. A condition of approval is suggested.
  - **Public Transit Access**  
The public transit requirements do not apply to this project.
  - **Parking**  
As a designated historic structure, there is no parking requirement for this project. The applicant is proposing 39 parking spaces on site. Several of the spaces are proposed as compact spaces - Three spaces at 9' x 16' (three) and five spaces at 8' x 18' (5). These smaller spaces require a waiver. The rest are standard size including two ADA compliant spaces. A waiver request is included with the motions.
  - **Bicycle Parking (also Motorcycle and Scooter parking)**  
In addition to interior storage spaces, the applicant is proposing 6 bicycle spaces (3 hitches) along the southerly side of the building.
  - **Snow Storage**  
Adequate space for snow storage should be available around the perimeter of the parking areas
  - **TDM -** does not apply to this proposal.
- (b) **Environmental Quality Standards**
- **Preservation of significant Natural Features/Landscape Preservation-** See Subdivision Review (Scenic Beauty)
  - **Site Landscaping and Screening**  
The Landscaping Plan (Plan 4.8) proposes the planting of multiple trees and shrubs. The City Arborist, Jeff Tarling, has found the landscaping plan adequate. See Subdivision Review above.

- **Street Trees** - See Subdivision Review.
  - **Water quality, Stormwater Management and Erosion Control**  
As discussed above under *Subdivision Review*.
- (c) **Public Infrastructure and Community Safety Standards**
- **Consistency with City Master Plans**  
The project appears consistent with the City Comprehensive Plan and is not impacted by other approved master plans.
  - **Public Safety and Fire Prevention**  
The Fire Department has reviewed the applicant's NRPA 1 code analysis in attachment a K. and has no concerns with the design as provided. Hydrants are available in Falmouth Street and adequate water is available for fire suppression.
  - **Public Safety**  
The Crime Prevention through Environmental Design (CPTED) standards in the site plan ordinance address the principles of natural surveillance, access control and territorial reinforcement so that the design of developments enhance the security of public and private spaces and reduce the potential for crime. The design as presented appears to meet CPTED principals and standards.
  - **Availability and Adequate Capacity of Public Utilities**  
All utilities are proposed to be underground and from the adjacent street system. New underground electric will come from Payson Street with a ground mounted transformer shown near the westerly entrance to the building. Existing water service will be used from from Falmouth Street, with gas coming from Deane Street. Sewer is available from all adjacent streets, but as noted by Mr. Senus above, details have not been provided. A condition of approval is suggested in the Motions.  
  
Capacity letters have been received for water, electrical and gas (See Attachment J.) The applicant is waiting on receiving a capacity letter from the Department of Public Services for sewer. A condition of approval is suggested in the motions.
- (d) **Site Design Standards**
- **Massing, Ventilation and Wind Impact** - Not considered an issue for this proposal.
  - **Shadows/Snow and Ice Loading** - Not considered an issue for this proposal.
  - **View corridors** - This site is not within a Protected View Corridor.
  - **Historic Resources**

The Historic Preservation Program will be reviewing the exterior renovations of the building for a Certificate of Appropriateness.

• **Exterior Lighting**

Attachment P shows the proposed lighting fixtures and Plan 5.2 provides proposed photometrics. The fixtures include full cutoff parking lights on 20 foot poles. The exterior seating area is provided with bollard fixtures that nearly, but do not entirely meet the cutoff requirement of the Technical Standards. Staff suggests that the applicant choose a revised fixture that meets the cutoff standard. A condition of approval is included in the Motions.

The photometric plan meets technical standards for illumination.

- **Noise and Vibration and Signage and Wayfinding** - These standards do not apply to the proposal.

**D. ZONING RELATED DESIGN STANDARDS IN THE SITE PLAN ORDINANCE**

Design review for the reuse of the Nathan Clifford School will be conducted by the Historic Preservation Board

**VIII. STAFF RECOMMENDATION**

The proposed project appears to meet the minimum standards of review, subject to the proposed conditions.

**IX. MOTIONS FOR THE BOARD TO CONSIDER**

a. **WAIVERS**

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in Planning Board Report # 56-13 for application #2013-229 for 172 Falmouth Street and the Nathan Clifford School relevant to Portland's Technical and Design Standards and other regulations, and the testimony presented at the Planning Board hearing:

- ① The Planning Board (waives/does not waive) Technical Design Standard Section 1.14 *12.2.6, handwritten* Parking Lot and Parking Space Design to allow three compact spaces at 9' x 16' and five spaces at 8' x 18'. *6-0, division at*

b. **DEVELOPMENT REVIEW**

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in Planning Board Report # 56-13 for application #2013-229 for 172 Falmouth Street and the Nathan Clifford School relevant to the Site Plan and Subdivision reviews and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds the following:

1. **SUBDIVISION:**

That the Planning Board finds that the plan (is/is not) in conformance with the subdivision standards of the land use code, subject to the following conditions of approval. Unless otherwise noted, all conditions of approval shall be satisfied prior to issuance of a building permit:

WH, ZD 6-0 obw  
abs

~~Potential~~ conditions of approval:

- i. That the Subdivision Plat shall be finalized to the satisfaction of the Planning Authority, Corporation Counsel, and Department of Public Services and include detailed references to easements, and relevant conditions;
- ii. That the applicant and all assigns shall comply with the conditions of Chapter 32 Stormwater including Article III, Post-Construction Storm Water Management, which specifies the annual inspections and reporting requirements. The developer/contractor/subcontractor must comply with conditions of the construction stormwater management plan and sediment & erosion control plan based on City standards and state guidelines. A maintenance agreement for the stormwater drainage system as described in Attachment R of this Report, shall be approved by Corporation Counsel and Department of Public Services, and submitted and signed prior to the issuance of a Certificate of Occupancy with a copy to the Department of Public Services;
- iii. That the applicant shall contribute toward and/or install, in coordination with the City Arborist, two street trees in the vicinity of the subject property; and,
- iv. That the applicant shall provide evidence of sewer capacity and details for sewer system design for the review of the Department of Public Services.

2. SITE PLAN REVIEW

The Planning Board finds that the plan (is/is not) in conformance with the site plan standards of the Land Use Code, subject to the following condition(s) of approval. Unless otherwise noted, all conditions of approval shall be satisfied prior to issuance of a building permit:

WH, ZD 6-0  
obw

~~Potential~~ conditions of approval:

- i. That the applicant shall submit a revised proposal site lighting meeting the cutoff fixture standard;
- ii. That the applicant shall submit revised plans and specifications showing the following for review and approval by the Department of Public Services:
  - 1. Cross walk markings shall be block style per city standards;
  - 2. New concrete sidewalks and ADA ramps along the entire Falmouth St right of way, including ~~is~~ a new private concrete walk to the door on Falmouth St.;
  - 3. Granite curbing filling the four voids in the curbing on Falmouth St.; and,

5. A closed curb cut on Deane Street, removing the concrete apron and with a new concrete walkway from the sidewalk to the doorway steps; and,
- iii. That, pending review of the latest submitted stormwater material, that the applicant submit for review and approval material satisfying the review comments by Stormwater Review Engineer, Dave Senus, as provided in Section VII, Page 6 of this report.

**ATTACHMENTS:**

1. Zoning Board of Appeals approval letter, 11-18-2013
2. Maine Historic Preservation Commission approval for nomination to the National Registry of Historic Places
3. Public Comment  
Mikkelsen, 11-20-13  
Lerch, 10-16-13

**Applicant's Submittal**

- A. Final Application Cover Letter, November 5, 2013
- B. Final Application Forms
- C. Project Data
- D. Application Checklist
- E. Submission Packet Table of Contents
- F. Project Narrative and Statements
- G. Existing Conditions Photos
- H. Context Maps: Vicinity, Zoning, Aerial Photo, Flood, Soils, etc...
- I. Right Title and Interest, Financial and Technical Capacity
- J. Utilities
- K. Fire Safety
- L. Construction Management Plan
- M. Solid waste (Note, Updated with Review Comment Response letter, Attachment Q)
- N. Site Design Standards Narrative (following 14-526, Site Plan Standards)
- O. Historic Preservation: Certificate of Appropriateness Application Narrative (attachments omitted)
- P. Lighting Fixtures
- Q. Applicant's Review Comment Response Letter, November 18, 2013
- R. Stormwater: Rain Garden sizing and maintenance manual
- S. Neighborhood Meeting Material, October 15, 2013

**Final Plans**

1. Boundary Survey
2. Floor Plans
3. Elevations Drawings
4. Civil Engineering and Site Plan Set
5. Lighting, Layout and Photometrics



AH.1.1

# CITY OF PORTLAND, MAINE

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## ZONING BOARD OF APPEALS

Gordon Smith-chair  
Sara Moppin-secretary  
William Getz  
Mark Bower  
Eric Larsson  
Chip Gavin  
Kent Avery

November 18, 2013

Kevin Bunker  
Developers Collaborative Predevelopment, LLC  
17 Chestnut Street  
Portland, ME 04101

RE: 172-186 Falmouth Street  
CBL: 066A A001, 005, 006, 007, 008, 011 & 012  
ZONE: R-5

Dear Mr. Bunker,

At the November 14, 2013 meeting, the Zoning Board of Appeals voted 6-0 to grant the Conditional Use Appeal to change the use of the former Nathan Clifford School into twenty-two residential dwelling units. I am enclosing a copy of the Board's decision.

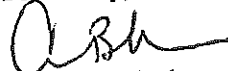
You will also find an invoice for the fees that are still owed for the processing fee, the legal ad and the notices for the appeal. Please submit your payment on receipt of this invoice. Your permit cannot be issued until your payment has been received.

Now that the conditional use appeal has been approved, you need to submit an application to change the use of the property from a school to a multifamily dwelling with twenty-two residential units. The application can be found on line on the City website, [www.portlandmaine.gov](http://www.portlandmaine.gov), under the Planning and Urban Development Department, under Inspections Division, under Downloadable Building Permit Applications – Commercial Interior/Chg Use Application. I have also enclosed a handout, Getting a Building Permit, which outlines the permit process. You have two years from the date of the meeting, November 14, 2013, referenced under section 14-474(f) to obtain the permit, or your Zoning Board approval will expire.

Appeals from decisions of the Board may be filed in Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

Should you have any questions please feel free to contact me at 207-874-8709.

Yours truly,



Ann B. Machado  
Zoning Specialist

SCANNED

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# CITY OF PORTLAND, MAINE ZONING BOARD OF APPEALS

## ZONING BOARD APPEAL DECISION

To: City Clerk  
From: Marge Schmuckal, Zoning Administrator  
Date: November 18, 2013  
RE: Action taken by the Zoning Board of Appeals on November 14, 2013.

Members Present: Mark Bower, Kent Avery, Chip Gavin, Eric Larsson, Sara Moppin (secretary),  
and Gordon Smith (chair)

Members Absent: William Getz

### 1. New Business

#### A. Conditional Use Appeal:

172-186 Falmouth Street, Developers Collaborative Predevelopment, LLC, buyer, Tax Map 066A, Block A, Lots 001, 005, 006, 007, 008, 011 & 012, R-5 Residential Zone:  
The applicant is seeking a Conditional Use Appeal under section 14-118(a)(3) to convert the building that was formerly occupied by the Nathan Clifford School into twenty-two residential units. Representing the appeal is the buyer. The Zoning Board of Appeals voted 6-0 to grant the appeal to convert the former Nathan Clifford School into twenty-two residential dwelling units. This appeal is granted for a two year period.

#### B. Conditional Use Appeal:

21 Haskell Street, Jeanne Millington, owner, Tax Map 339, Block F, Lot 012 & Tax Map 339, Block G, Lots 027, 028, 029, & 030, R-3 Residential Zone: The appellant is seeking a Conditional Use Appeal under section 14-88(a)(2) to add an accessory dwelling unit to her single family home. Representing the appeal is the owner. The Zoning Board of Appeals voted 6-0 to grant the appeal to allow the accessory dwelling unit to be added to the single family home.

### 2. Other Business

Election of Chair and Secretary for the Zoning Board of Appeals. Gordon Smith was re-elected as Chair and Sara Moppin was re-elected as Secretary.

#### Enclosure:

Decision for Agenda from November 14, 2013

One DVD

CC: Mark Rees, City Manager  
Jeff Levine, AICP, Director Planning & Urban Development  
Alex Jaegerman, Planning Division  
Mary Davis, Housing and Neighborhood Services Division

**CITY OF PORTLAND, MAINE**  
**ZONING BOARD OF APPEALS**

1.3  
Attendance Board  
Members Present:  
Kent Avery  
Chip Gavin  
Erik Larson  
Gordy Smith  
Sara Mappin  
Mark Fower

R-5 Residential Zone Alteration of an Existing Structure not in Residential Use:

**Conditional Use Appeal**

**DECISION**

Date of public hearing: November 14, 2013

Name and address of applicant: Kevin Bunker  
Developers Collaborative Predevelopment, LLC  
17 Chestnut St.  
Portland, ME 04102

Location of property under appeal: 172-186 Falmouth Street

**For the Record:**

Names and addresses of witnesses (proponents, opponents and others):  
Laura Reading, Developers Collaborative

Exhibits admitted (e.g. renderings, reports, etc.):

Findings of Fact and Conclusions of Law:

The applicant, Developers Collaborative Predevelopment, LLC, is requesting a conditional use permit for a property located within the R-5 zone, in order to convert the use of the former Nathan Clifford School to a 22-unit residential structure. The applicant intends to purchase approximately 1.4 acres of land from the City to develop the necessary parking, landscaping and building area.

A. Conditional Use Standards pursuant to Portland City Code §14-118(a)(3): Alteration of a structure existing and not in residential use as of January 1, 1984, to three (3) or more dwelling units, is permitted, provided that:

1. No dwelling unit shall have less than six hundred (600) square feet of floor area, exclusive of common hallways and storage in basement and attic;

Satisfied 6 Not Satisfied 0

Reason and supporting facts:

The smallest unit will be 675 square feet;  
No unit will have less than 600 square feet.

2. No open outside stairways or fire escapes above the ground floor shall be constructed or have been constructed in the immediately preceding five (5) years;

Satisfied 6 Not Satisfied 0

Reason and supporting facts:

Per drawings and photographs, there are no exterior stairways or fire escapes.

3. A lower level dwelling unit shall have a minimum of one-half of its floor-to-ceiling height above the average adjoining ground level;

Satisfied 6 Not Satisfied 0

Reason and supporting facts:

The two lower units will ~~be~~ be elevated 24 inches above the existing floor slab which will ~~place~~ result in both units being ~~well~~ above the 50% average requirement.

4. Three thousand (3,000) square feet of land area per dwelling unit shall be required;

Satisfied 6 Not Satisfied 0

Reason and supporting facts:

There will be a 66,570 square feet total, which results in over 3,000 sq. ft. per dwelling unit

5. On-site parking shall be required as specified in division 20 (off-street parking) of this article, for the combined uses of the site (1 off-street parking space per new unit, (14-332(a)(2)).

Satisfied 6 Not Satisfied 0

Reason and supporting facts:

There ~~are~~ will be 22 new units and 37 or 38 parking spaces. There is no existing parking at the site.

6. The project shall be subject to article V (site plan) of this chapter for site plan review and approval and the following additional standards:

- a. Any addition or exterior alterations such as facade materials, building form, and compatible with the architectural style of the structure;

Satisfied 6 Not Satisfied 0

Reason and supporting facts:

Exterior alterations will be limited and will comply with guidelines of the National Park Service for historic structures. Any exterior alterations will be reviewed by City's Historic Preservation Board. Footprint will remain the same. <sup>to repairs</sup>

- b. The scale and surface area of parking, driveways, and paved areas shall be arranged and landscaped to be compatible in size and scale with neighboring properties in the area and to properly screen vehicles from adjacent properties and streets.

Satisfied 6 Not Satisfied 0

Reason and supporting facts:

Much of ~~proposed~~ parking areas are already paved. A good portion of paved area will be screened by a retaining wall, fence, evergreens, existing vegetation, and additional plantings in consultation with City Arborist. ~~Area of~~ ~~proposed parking with scale~~ Scale and area of parking areas will be similar and compatible with <sup>4</sup> other area multi-unit and <sup>and</sup> law school/USM facilities.

B. Conditional Use Standards pursuant to Portland City Code §14-474(c)(2):

1. There are unique or distinctive characteristics or effects associated with the proposed conditional use.

Yes 6 No 0

Reason and supporting facts:

Proposal meets zoning and bulk requirements. Conversion of school to multi-unit residential is a common adaptive use. Proposal has received much public support through review process.

2. There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding area.

Yes 6 No 0

Reason and supporting facts:

Board has not received any testimony from persons opposed to development. There will be no exterior changes and proposal includes adequate off-street parking and screening.

3. Such impact differs substantially from the impact which would normally occur from such a use in that zone.

Yes 6 No 0

Reason and supporting facts:

Multi-units are an allowed use in the zone and ~~also~~ units comply with density requirements.

Conclusion: (check one)

Option 1: The Board finds that all of the standards (1 through 6) described in section A above have been satisfied and that not all of the factors (1 through 3) described in section B above are present, and therefore GRANTS the application.

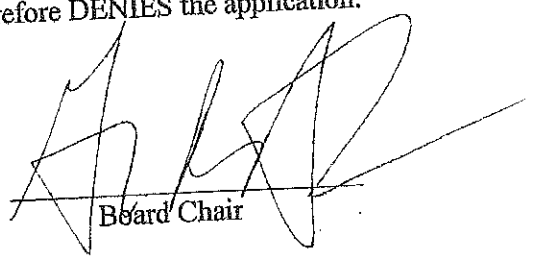
6-0

Option 2: The Board finds that all of the standards (1 through 6) described in section A above have been satisfied, and that while not all of the factors (1 through 3) described in section B above are present, certain additional conditions must be imposed to minimize adverse effects on other property in the neighborhood, and therefore GRANTS the application SUBJECT TO THE FOLLOWING CONDITIONS:

Approval shall be valid for ~~period of two years~~  
period of two years,

Option 3: The Board finds that not all of the standards (1 through 6) described in section A above have been satisfied and/or that all of the factors (1 through 3) described in section B above are present, and therefore DENIES the application.

Dated: 11-14-2013

  
Board Chair



AH. 2

MAINE HISTORIC PRESERVATION COMMISSION  
55 CAPITOL STREET  
65 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333

EARLE G. SHETTLEWORTH, JR.  
DIRECTOR



PAUL R. LEPAGE  
GOVERNOR

25 October 2013

Deb Andrews  
Historic Preservation Office  
389 Congress Street  
Portland, Maine 04101-3509

Re: Nathan Clifford School, 180 Falmouth Street, Portland, Maine

Dear Ms. Andrews:

At a meeting of the Maine Historic Preservation Commission held on October 25, 2013,  
the

**Nathan Clifford School**

in Portland, Maine was approved for nomination to the National Register of Historic Places.

The nomination will be sent to the Chief of Registration in Washington, D. C. for  
consideration. You will be notified of the final decision when it is received.

Sincerely,



Earle G. Shettleworth, Jr.  
Director

AH.3.1

**William Needelman - Re: Nathan Clifford**

**From:** <papananamik@aol.com>  
**To:** <wbn@portlandmaine.gov>  
**Date:** 11/20/2013 4:14 PM  
**Subject:** Re: Nathan Clifford

Hi Mr. Needelman

My name is Marguerite Mikkelsen, 203 Falmouth Street. In regards to the redevelopment of the Nathan Clifford School, I do not want to see the façade changed in any way, and is a 38 car parking lot going to provide enough spaces for all tenants. Falmouth Street is nothing but a huge parking lot for the numerous apartment houses and University students, so any additional on-street parking would be disastrous. Hopefully the school will be placed on the Historic Register, preventing any changes to the outside of the building. Keeping an easement for a new recreational public access would be beneficial to the children in the neighborhood who play and have played there for years. I am a Falmouth St. resident of 48 years, and I must say the changes have not been welcomed to this area. Thank you.

**William Needelman - Nathan Clifford School redevelopment**

~~Att. 1~~

Att. 3.2

**From:** Chuck Lerch <lerchchuck@gmail.com>  
**To:** William Needelman <WBN@portlandmaine.gov>  
**Date:** 10/16/2013 11:13 PM  
**Subject:** Nathan Clifford School redevelopment  
**Attachments:** NCEasement.pdf

Bill,

Thank you for inviting my comments on the easement/conditions of sale and site development plans for the Nathan Clifford School. Please forward as appropriate to the City Council and/or the Planning Board.

I own and reside at the adjacent property, 71-73 Payson Street, and was a member of the Nathan Clifford Re-Use Advisory Task Force. I strongly favor the proposed development. It will be beneficial to our neighborhood, and is largely consistent with the Task Force's criteria. The current playground and green space is enjoyed frequently by a wide range of residents and the easement allows for the continued presence of a playground and some open space for recreation.

Regarding the easement, Kevin Bunker of Developers Collaborative shared plans last night at the neighborhood meeting that included an easement area consisting of one large rectangular area along Deane Street. The detailed site layout displayed an 8' buffer between the parking area and the northwest line of my property, and a foot path running along the property line to provide access to the park from Payson Street. The easement area displayed by Mr. Bunker did not include the access from Payson Street. I strongly support access to the park from Payson Street, and appreciate that the developer's plans include it. Without it neighbors coming to the park from Payson Street, Roberts Street, and other areas to the south and west would either need to walk through the parking lot or walk an additional 0.13 miles via Falmouth Street to access the park via Deane Street. This would hinder accessibility to the park. I would like for this access to be ensured perpetually by including an area 8' wide along the line with my property from Payson Street to the large rectangular easement area previously shown to the HCD Committee as Exhibit A of Option 1. I've attached a representation using a photo of the site layout (taken at the neighborhood meeting) with the previous easement area outlined in blue and the additional 8' wide area outlined in green.

Regarding the site plan, my main concern is the location of the trash/recycling receptacles. On the layout shown at the neighborhood meeting, the receptacles are located approximately 12' from my property line. My house is a 2-family with all 6 bedrooms facing the school property. I would much prefer the development to use an indoor trash/recycling space. If the trash/recycling must be placed outside I would ask that it be located at the far end of the parking lot near Deane Street or near the entrance to the parking lot on Payson Street. This would minimize undesirable odors and noise from receptacles being open/shut/emptied, and the potential unaesthetic appearance (windows directly overlooking dumpsters) from adversely affecting my family and my tenants.

I would also like to reiterate the clear preference among almost everyone attending the neighborhood meeting that the playground equipment be kept and moved to the park area along Deane Street. I appreciate that this option was offered by Mr. Bunker.

Thank you for considering my concerns.



AA. A. 1  
FAY, SPOFFORD &  
THORNDIKE  
778 Main Street, Suite 8  
South Portland, ME 04106  
Toll Free: 800.835.8666  
Main: 207.775.1121  
Fax: 207.879.0896  
www.fstinc.com

November 5, 2013

Mr. William Needelman, AICP  
Senior Planner  
Planning and Development Department  
City of Portland, Maine  
389 Congress Street  
Portland, Maine 04101-3509

**Subject: Nathan Clifford Residences  
Final Site Plan Application**

Dear Bill:

On behalf of Developers Collaborative Predevelopment LLC, we are pleased to provide the accompanying package of submission materials related to the proposed redevelopment of the Nathan Clifford School. This submission package is intended to meet the City's Final Submission Requirements as outlined in the Level III Application procedures. These materials represent the culmination of Planning Authority staff comments and comments from the Planning Board at their October 8, 2013 workshop meeting. As you are aware, the Applicant has entered into an agreement with the City of Portland for the purchase of the former Nathan Clifford School Site. Their proposed development consists of the redevelopment of the former school site into a 22-unit market rate housing project. The Applicant intends to purchase the approximately 1.4 acres of land area to develop the necessary parking, landscaping amenities and building area.

The development site is located within the City's R-5 Zoning District, and the proposed residential use complies with the permitted uses within the zone, including the residential density requirements in the zone that allow up to 22 units. The project requires a Conditional Use approval by the Zoning Board of Appeals and an application for this approval will be considered at their November 12, 2013 meeting.

The Applicant is proposing to renovate the existing building. Approximately 46,000 s.f. of interior building space will be renovated for the proposed apartments, while exterior building work will include window replacement, brick repair and repairs to exterior finishes. The applicant also proposes to complete site improvements, including new parking lot construction and modest landscaping enhancements throughout the site to improve buffering from adjacent streets and to maintain the property's overall aesthetic appeal.

Mr. William Needelman  
November 5, 2013  
Page 2

A.2

Specific elements of the site improvements plan include the following:

- The existing parking area at the rear of the school will be reconstructed to include the installation of granite curbing to define access aisles, parking areas and the site entrance off Payson Street. Thirty-seven parking spaces will be provided in the parking area, including a minimum of 2 ADA spaces. The existing pedestrian entrances off each street will remain.
- A new recreational public access easement will be granted to the City over an area located towards the easterly end of the site. The existing landscape features of this area will be maintained/enhanced and accessible to the public in perpetuity. The applicant is proposing to relocate a portion of the existing onsite playground equipment to this area. This area will be maintained by the Applicant.
- The existing, almost entirely paved, rear of the school will be improved with the installation of raised sidewalks and landscaped fields around the perimeter of the proposed parking area.
- ADA access will be provided within the existing entrance off Deane Street. A new ADA ramp will be constructed to allow access from the parking lot to this entry door. Access to the building elevator will be through the Deane Street, street level doorway.
- Existing overhead power, telephone and cable will be upgraded to underground to continue service into the building. The existing water main service for fire supply and domestic service from Falmouth Street will continue in use.
- Portions of the existing chain link fence surrounding the parking lot are to be removed. Chain link fencing around the recreation area will remain.

Owen Haskell, Inc. has completed an ALTA Boundary and Topographic Survey Plan for the site and this is now made part of the development drawings.

The Development Team will include Developers Collaborative as the Developer and Owner; CCB Construction, Inc. as Construction Manager; and Archetype Architects as Architect. Developers Collaborative will form an ownership entity which will include equity partners Richard Berman and Kevin Bunker, as well as possible additional cash investors and federal and state historic tax credit investors. Developers Collaborative has completed, and is currently involved in, a number of groundbreaking and award-winning projects. Each of these responds to diverse physical, economic, and community opportunities and constraints in a unique way that maximizes the smart growth potential of the particular site. Developers Collaborative is also known for working closely with neighborhoods and stakeholders to achieve results that work for all involved, and we intend to work very closely with the City and neighborhood to make sure this project is a major credit to the tax base and a wonderful new neighbor.

Mr. William Needelman  
November 5, 2013  
Page 3

General areas of Developers Collaborative specialization include:

- Public/Private Partnerships
- Infill
- Redevelopment
- Mixed Use
- Historic Rehabilitation
- Affordable Housing
- Green Development

Brief biographical summaries highlighting our general experience are found below.

**Kevin Bunker**, a founding principal of Developers Collaborative, will be in charge of the project. Kevin founded Developers Collaborative with Richard Berman after graduating with distinction from the Harvard University Graduate School of Design with a Master in Urban Planning degree. A former municipal planner and lobsterman in the Rockland area, Kevin is a principal on current Developers Collaborative projects from Orono to South Portland. Kevin brings experience in complex financing models including tax increment financing, use of tax credits, and other public private partnerships. Kevin is also an activist promoting the causes of smart growth and downtowns at the state and local level, including as the board chair of GrowSmart Maine and as a Steering Committee member of the Maine Affordable Housing Coalition.

**Richard Berman** has been developing real estate in Maine since 1986. Trained as a landscape architect, Berman brings unique perspectives in design and community collaboration to all of his projects. His most recent projects include Brick Hill, the mixed-use redevelopment of the former Maine Youth Center in South Portland. This project created the model adopted by the Maine Bureau of General Services for the redevelopment of former State property. Other recently completed projects include Unity Village in Portland and West Falmouth Crossing. Mr. Berman has won numerous awards for his projects and is frequently asked to speak on his innovative community-based development style.

**Laura Reading** is the newest member of Developers Collaborative, joining after graduating in 2013 from the University of Michigan with a Master in Urban Planning degree. Laura brings experience in managing projects with successful collaborations of urban planners, architects, and landscape architects.

Developers Collaborative is one of Maine's leading historic tax credit developers; the Nathan Clifford School will be Developers Collaborative's 6th historic tax credit project. Developers Collaborative is particularly experienced in converting historic schools and institutional buildings to housing including Gilman Place (Waterville, 2009); Healy Terrace (Lewiston, 2010); Emery School, Biddeford (2011); and Hyacinth Place (Westbrook, 2012). This list

Mr. William Needelman  
November 5, 2013  
Page 4

includes 2 MEREDA Notable Project Award winners and 4 Maine Preservation Honor Award winners. Developers Collaborative has developed approximately 400 multi-family residential units in the last 6 years and typically develops 2-3 projects per year about the size of the Nathan Clifford Residences project. Annual development pipeline is typically \$15-20 million, a number that has stayed constant throughout the recession.

Accompanying this cover letter are the following materials:

- Final Site Plan Application
- Section 1: Written Description of Project
- Section 2: Evidence of Right, Title and Interest
- Section 3: Utilities
- Section 4: Fire Safety
- Section 5: Construction Management Plan
- Section 6: Solid Waste Generation
- Section 7: Written Assessment of Proposed Project's Compliance with Applicable Zoning and Land Use Requirements
- Full and Reduced Sized Plans

You will find in the accompanying materials, information including the Final Site Layout Plan that provides greater detail for the proposed site development activities. Information pertaining to the project's utilities needs and statements regarding compliance with the City's standards are contained within this submission.

The Development Team expects to continue to work with Team Members and City Officials/Representatives on both the onsite and offsite components including, but not limited to:

- Coordination with the City's Historic Preservation Office and Board;
- Coordination with utilities to confirm continued ability to provide service; and
- Coordination with City Officials and neighborhood stakeholders on the public open space and recreational components of the site.
- Submission of supporting data regarding manufacturer's verification that HVAC meets relevant emissions standards.

On behalf of the Nathan Clifford Residences Team, we look forward to your continued assistance on the project and we look forward to the November 26, 2013 Public Hearing meeting with the Planning Board.

A. 4

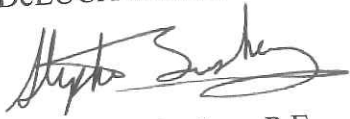
FAY, SPOFFORD & THORNDIKE

Mr. William Needelman  
November 5, 2013  
Page 5

Please find one (1) hard copy of the application materials including one set each of 11x17 and full size plans, along with a CD containing PDF files for all submitted materials. If you have any questions regarding these materials please contact this office.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen R. Bushey, P.E.  
Senior Engineer

SRB/smk

Attachments

c: Kevin Bunker, Developers Collaborative Predevelopment LLC  
David Lloyd, Archetype, PA

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B.1

**PROJECT NAME:** Nathan Clifford Residences

**PROPOSED DEVELOPMENT ADDRESS:**

172-186 Falmouth Street, Portland, Maine 04101

**PROJECT DESCRIPTION:**

Redevelopment of former elementary school into 22 units of residential apartments and new parking lot construction.

**CHART/BLOCK/LOT:** Map 066A  
Lots A001, A005, A006, A007  
A008, A011, and A012

**PRELIMINARY PLAN**  
**FINAL PLAN**

10/01/13 (date)  
11/05/13 (date)

**CONTACT INFORMATION:**

<p><b>Applicant – must be owner, Lessee or Buyer</b>  Name: Kevin Bunker  Business Name, if applicable: Developers Collaborative Predevelopment, LLC  Address: 17 Chestnut Street  City/State : Portland, ME Zip Code: 04101</p>	<p><b>Applicant Contact Information</b>  Work # 207-766-1632  Home#  Cell # 207-766-1632 Fax#  e-mail: bunker.kevin@gmail.com</p>
<p><b>Owner – (if different from Applicant)</b>  Name: City of Portland  Address: 389 Congress Street  City/State : Portland, ME Zip Code: 04101</p>	<p><b>Owner Contact Information</b>  Work #  Home#  Cell # Fax#  e-mail:</p>
<p><b>Agent/ Representative</b>  Name: Stephen Bushey, P.E.  Fay, Spofford &amp; Thorndike  Address: 778 Main Street, Suite 8  City/State : South Portland, ME Zip Code: 04106</p>	<p><b>Agent/Representative Contact information</b>  Work # 207-775-1121  Cell #  e-mail: sbushey@fstinc.com</p>
<p><b>Billing Information</b>  Name: Kevin Bunker  Developers Collaborative Predevelopment, LLC  Address: 17 Chestnut Street  City/State : Portland, ME Zip Code: 04101</p>	<p><b>Billing Information</b>  Work # 207-772-7673  Cell # Fax#  e-mail: bunker.kevin@gmail.com</p>

B.2

<b>Engineer</b> Name: Stephen Bushey, P.E. Name: Fay, Spofford & Thorndike Address: 778 Main Street, Suite 8 City/State : South Portland, ME Zip Code: 04106	<b>Engineer Contact Information</b> Work # 207-775-1121 Cell # _____ Fax# _____ e-mail: sbushey@fstinc.com
<b>Surveyor</b> Name: John Swan Name: Owen Haskell, Inc. Address: 390 US Route 1 City/State : Falmouth, ME Zip Code: 04105	<b>Surveyor Contact Information</b> Work # 207-774-0424 Cell # _____ Fax# _____ e-mail: jswan@owenhaskell.com
<b>Architect</b> Name: David Lloyd Name: Archetype, P.A. Address: 48 Union Wharf City/State : Portland, ME Zip Code: 04101	<b>Architect Contact Information</b> Work # 207-772-6022 Cell # _____ Fax# 207-772-4056 e-mail: lloyd@archetypepa.com
<b>Attorney</b> Name: Maurice "Cito" Selinger Name: Curtis Thaxter Address: PO Box 7320 City/State : Portland, ME Zip Code: 04112-7320	<b>Attorney Contact Information</b> Work # 207-774-9000 Cell # _____ Fax# 207-775-0612 e-mail: mselinger@curtisthaxter.com

**APPLICATION FEES:**  
 Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

**Level III Development (check applicable reviews)**

- Less than 50,000 sq. ft. (\$500.00)
- 50,000 - 100,000 sq. ft. (\$1,000)
- 100,000 - 200,000 sq. ft. (\$2,000)
- 200,000 - 300,000 sq. ft. (\$3,000)
- over \$300,00 sq. ft. (\$5,000)
- Parking lots over 11 spaces (\$1,000)
- After-the-fact Review (\$1,000.00 plus applicable application fee)

**Plan Amendments (check applicable reviews)**

- Planning Staff Review (\$250)
- Planning Board Review (\$500)

The City invoices separately for the following:

- Notices (\$.75 each)
- Legal Ad (% of total Ad)
- Planning Review (\$40.00 hour)
- Legal Review (\$75.00 hour)

Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.

**Other Reviews (check applicable reviews)**

- Traffic Movement (\$1,000)
- Stormwater Quality (\$250)
- Subdivisions (\$500 + \$25/lot)  
 # of Lots 22 x \$25/lot = \$550 (previously paid \$475; add'l \$75 fee included)
- Site Location (\$3,000, except for residential projects which shall be \$200/lot)  
 # of Lots     x \$200/lot =
- Other
- Change of Use
- Flood Plain
- Shoreland
- Design Review
- Housing Replacement
- Historic Preservation

B.3

**APPLICATION SUBMISSION:**

1. All site plans and written application materials must be submitted electronically on a CD or DVD with each plan submitted as separate files, with individual file names (see submittal requirements document attached).
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Planning Division Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
  - a. Application form that is completed and signed.
  - b. Cover letter stating the nature of the project.
  - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.


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

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site <http://www.portlandmaine.gov/citycode/chapter014.pdf>

**APPLICANT SIGNATURE:**

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

**This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.**

Signature of Applicant: 	Date: 11/05/13
--	-------------------

AH.C

## PROJECT DATA

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

<b>Total Area of Site</b>	62,000 sq. ft. +/-
<b>Proposed Total Disturbed Area of the Site</b>	35,000 sq. ft. +/-
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland	
<b>Impervious Surface Area</b>	
Impervious Area (Total Existing)	27,491 sq. ft.
Impervious Area (Total Proposed)	29,475 sq. ft.
<b>Building Ground Floor Area and Total Floor Area</b>	
Building Footprint (Total Existing)	11,537 sq. ft.
Building Footprint (Total Proposed)	no change sq. ft.
Building Floor Area (Total Existing)	sq. ft.
Building Floor Area (Total Proposed)	no change sq. ft.
<b>Zoning</b>	R-5
Existing	----
Proposed, if applicable	
<b>Land Use</b>	Former Elementary School Residential Apartments
Existing	
Proposed	
<b>Residential, If applicable</b>	0
# of Residential Units (Total Existing)	22
# of Residential Units (Total Proposed)	1
# of Lots (Total Proposed)	0
# of Affordable Housing Units (Total Proposed)	
<b>Proposed Bedroom Mix</b>	None
# of Efficiency Units (Total Proposed)	4
# of One-Bedroom Units (Total Proposed)	14
# of Two-Bedroom Units (Total Proposed)	4
# of Three-Bedroom Units (Total Proposed)	
<b>Parking Spaces</b>	Unspecified
# of Parking Spaces (Total Existing)	37
# of Parking Spaces (Total Proposed)	2
# of Handicapped Spaces (Total Proposed)	
<b>Bicycle Parking Spaces</b>	Unspecified
# of Bicycle Spaces (Total Existing)	8
# of Bicycle Spaces (Total Proposed)	
<b>Estimated Cost of Project</b>	\$6-7 million total development cost \$5.4 million construction cost

**PRELIMINARY PLAN (Optional) - Level III Site Plan**

Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
X		1	Completed Application form
X		1	Application fees
X		1	Written description of project
X		1	Evidence of right, title and interest
X		1	Evidence of state and/or federal approvals, if applicable
X		1	Written assessment of proposed project's compliance with applicable zoning requirements
X		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
X		1	Written requests for waivers from site plan or technical standards, if applicable.
X		1	Evidence of financial and technical capacity
X		1	Traffic Analysis (may be preliminary, in nature, during the preliminary plan phase)
Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST
In Progress		1	Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	<b>Preliminary Site Plan including the following: (information provided may be preliminary in nature during preliminary plan phase)</b>
X			Proposed grading and contours;
X			Existing structures with distances from property line;
X			Proposed site layout and dimensions for all proposed structures (including piers, docks or wharves in Shoreland Zone), paved areas, and pedestrian and vehicle access ways;
X			Preliminary design of proposed stormwater management system in accordance with Section 5 of the Technical Manual (note that Portland has a separate applicability section);
X			Preliminary infrastructure improvements;
X			Preliminary Landscape Plan in accordance with Section 4 of the Technical Manual;
N/A			Location of significant natural features (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features) located on the site as defined in Section 14-526 (b) (1);
N/A			Proposed buffers and preservation measures for significant natural features, as defined in Section 14-526 (b) (1);
N/A			Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed;
N/A			Exterior building elevations.

D.2

### FINAL PLAN - Level III Site Plan

<b>GENERAL WRITTEN SUBMISSIONS CHECKLIST</b>			
Applicant Checklist	Planner Checklist	# of Copies	(* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
X		1	* Completed Application form
X		1	* Application fees
X		1	* Written description of project
X		1	* Evidence of right, title and interest
N/A		1	* Evidence of state and/or federal permits
X		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
X		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
X		1	* Evidence of financial and technical capacity
X		1	Construction Management Plan
N/A		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
X		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
X		1	Stormwater management plan and stormwater calculations
X		1	Written summary of project's consistency with related city master plans
X		1	Evidence of utility capacity to serve
X		1	Written summary of solid waste generation and proposed management of solid waste
X		1	A code summary referencing NFPA 1 and all Fire Department technical standards
X		1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
X		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

D.3

Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
X		1	* Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	<b>Final Site Plans including the following:</b>
X			Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);
X			Existing and proposed structures on parcels abutting site;
X			All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;
X			Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;
X			Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;
N/A			Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;
N/A			Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications;
X			Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;
X			Location of all snow storage areas and/or a snow removal plan;
X			A traffic control plan as detailed in Section 1 of the Technical Manual;
N/A			Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);
N/A			Location and proposed alteration to any watercourse;
N/A			A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;
N/A			Proposed buffers and preservation measures for wetlands;
N/A			Existing soil conditions and location of test pits and test borings;
X			Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;
X			A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;
X			Grading plan;
N/A			Ground water protection measures;
X			Existing and proposed sewer mains and connections;

- Continued on next page -

D.9

X		Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;
X		Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;
X		Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;
X		Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;
X		Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;
N/A		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
X		A note on the plan identifying the Historic Preservation designation and a copy of the Application for Certificate of Appropriateness, if applicable, as specified in Section Article IX, the Historic Preservation Ordinance;
X		Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;
X		An exterior lighting plan in accordance with Section 12 of the Technical Manual;
N/A		A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;
X		Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.



E.1

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- Section 2: Attachment D – Purchase & Sale Agreement  
Attachment E – Letter from Bangor Savings Bank
- Section 3: Attachment F – Correspondence with Portland Water District.  
Attachment G – Correspondence with CMP. Letter dated October 2, 2013 from FST to CMP requesting affirmation of their ability to provide power to the project. Response letter dated October 7, 2013.
- Section 4: Attachment H – NFPA 1 Review to Access and Other Fire Department Issues Memo
- Section 5: Attachment I – Construction Management Plan
- Section 6: Attachment J – Computations of Types and Volumes of Solid Wastes for Construction Project
- Section 7: Attachment K – Application for Certificate of Appropriateness  
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**LIST OF PLANS**

SHEET #	TITLE
C-1.0	COVER SHEET
C-1.1	GENERAL NOTES AND LEGEND
C-2.0	EXISTING CONDITIONS PLAN
C-2.1	DEMOLITION PLAN
C-3.0	SITE LAYOUT, LANDSCAPE AND UTILITY PLAN
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# 1. DEVELOPMENT DESCRIPTION

## 1.1 PROJECT OVERVIEW

Developers Collaborative Predevelopment, LLC is working with the City of Portland to acquire the former Nathan Clifford School off Falmouth Street. The former school consists of an approximately 46,000 s.f. four story structure that is bounded by Falmouth Street, Payson Street and Deane Street. The developer proposes to renovate the building to construct up to 22 units of residential apartments. Site work will consist of parking lot development, site amenities and minor utility upgrades. The developer is seeking to work with City officials to maintain a common area for use by residents as well as the general public. Concurrently, the applicant is seeking Site Plan and Subdivision Approval from the City of Portland Planning Authority. The objective is to obtain all approvals by the end of the year, if possible, to allow construction in 2014 and project completion by December 2014.

## 1.2 PROJECT PURPOSE AND NEED

The proposed project is considered a unique opportunity to transform a former school setting into a dynamic new moderate density residential setting within an established residential neighborhood. The applicant has conducted a public information meeting at which a high level of community support was evidenced. The applicant has crafted their development proposal in a manner that satisfies various neighborhood as well as city goals related to the ultimate adaptive reuse of the former school site. The project's community benefits include the following:

- Enhanced residential living opportunity and preservation and enhancement of a historic structure.
- A net increase in residential units.
- Revitalization of a centrally located neighborhood in proximity to City services and amenities.
- Maintenance of and permanent public access to a park area to complement the nearby neighborhood and residential uses.

## 1.3 EXISTING CONDITIONS

The site conditions are generally defined by the existing school, yard and surrounding land area. The existing structure is mostly oriented towards Falmouth Street with a small driveway off Payson Street. The site is reasonably maintained and continues to see moderate neighborhood use despite the school being closed.

The land area slopes from Payson Street towards Deane Street with approximately 10 or more feet of grade differential. Most of the grade differential is within a steep slope along the Deane Street frontage. There are several retaining walls along the property sides that overcome grade differences to the adjacent properties along Payson Street.

Public utilities including water, sewer, natural gas, power and communications are readily available in the area as the existing structure is currently served by these utilities. Power to the site will be installed underground; however, the details to this installation are not fully developed at the time of this submission.

The street conditions around the block are described as follows:

Street Name	Description	On-street Parking	Condition	Other
Falmouth Street	Approximately 36 foot wide paved way with two way traffic.	Yes. Observed parallel parking on at least one side of the street in front of the site.	Concrete sidewalk is in moderate condition with several areas that require improvement. The Final Site Plan includes sidewalk repairs as identified by Public Services staff. Brick sidewalk on opposite side of street.	One catch basin located near Deane Street.
Payson Street	36 feet wide paved with on-street parking.	Yes. Allowed each side.	Good condition with sidewalk concrete. The Final Plan includes sidewalk repairs as identified by Public Services staff.	
Deane Street	36 foot wide paved street with two way traffic.	Yes. Allowed each side	Brick and concrete sidewalk in moderate condition	

### 1.4 PROPOSED DEVELOPMENT

The development program includes the following components:

#### 1.4.1 ON-SITE

Twenty two (22) units are proposed within the ground floor, first, second and third floors of the building. The ground floor space will include two living units along with tenant storage, lockers, and fitness center. The ground floor will also contain the building's mechanical, electrical and plumbing systems. A new elevator is also planned. Individual units will contain laundry space, kitchens, dens and bedrooms.

The project developer has not decided whether or not to seek LEED designation, but the building will conform to the most current International Energy Conservation Code.

The proposed project consists of minor interior building demolition and new interior construction for the 22-unit complex. The building's entrance will remain unchanged; however, the lower Deane Street entrance will become the ADA route as it will allow access to the elevator. The building will have a total of 4 floors of living space and the basement will have common area.

The following summarizes the floor by floor layout:

Floor Level	Description
Ground Floor	Contains at grade exterior access, elevator access, 2 living units and access to common space.
First Floor	Contains 6 living units, guest quarters and stair access outside.
Second Floor	Contains 7 living units
Third Floor	Contains 7 living units.

Exterior improvements to the grounds will include the construction of a formal parking lot (37 spaces or 1.68 per unit). Site amenities may include benches, bicycle racks, playground space, and plantings. Linkage to the surrounding sidewalk systems will be maintained. The site is well landscaped now and the applicant looks to maintain and enhance these features. A Landscape Plan accompanies the Final site plan submission.

#### 1.4.2 OFF-SITE

Vehicular site access is proposed via Payson Street. It is expected that concrete sidewalk reconstruction may be required based on disturbance that will result from utility construction. Sidewalk improvements on adjacent streets is limited to those areas adjacent the street intersections on Falmouth Street as well as areas identified by the Public Services Department.

### 1.5 LAND ORDINANCE REVIEW

#### 1.5.1 OVERVIEW

The property currently lies within the City of Portland R-5 Residential District. The following Space and Bulk requirements apply to the R-5 Zone:

R-5 Residential Zone Summary Dimensional and Parking Requirements Applied to Nathan Clifford School		
Zoning Requirements	Current R-5 Zoning Standard	Nathan Clifford Current Condition
Lot Size	30,000 SF (for school) Other sizes depending on use, 6,000 SF Minimum	67,200 SF
Lot Coverage (Building Footprint)	40% of Lot Maximum	11,500 SF (+/- 17%)
Lot Area Per Dwelling Unit	3,000 SF per unit for alteration of an existing structure to residential use Other residential development types have different requirements	67,200 SF/3,000 SF = 22 units maximum
Building Height	35 ft.	Unknown: Approximated at 50+ feet
Minimum Street Frontage	50 ft.	207 ft. Falmouth Street
Minimum Yard Dimensions	Front: 20 ft.	19-62 Feet +/-
	Rear: 20 ft.	117 Feet + (more at track)
	Side: 8-15 ft.	18 Feet +/- (Deane); 19 ft. +/- (Payson)
Minimum Lot Width	60-90 ft.	100-200 ft. (Falmouth as front)
Parking	1 space per unit for residential in existing building.  Use specific for other uses.	+/- 14,000 SF of paved play area suitable for parking (+/- 43 cars at 320 SF per space) Current proposal is 37 spaces

**1.5.2 SHORELAND ZONING**

The site is not located within the Shoreland Zoning District.

**1.6 STATE AND FEDERAL PERMITS**

The project does not require any State or Federal permits other than State Fire Marshall approval. The development is subject to Site Plan and Subdivision approval by the City of Portland and Building Permit(s) are also required.

**1.7 EASEMENTS OR OTHER BURDENS**

Owen Haskell, Inc. is currently completing the property survey and it is expected that they will determine the applicability of any easements or encumbrances on the property. The applicant intends to cooperate with the City to establish proposed easements related to common areas and public access to the site.

**1.8 TRAFFIC**

The proposed project will not result in significant impacts to the surrounding street system. The project will result in fewer than 50 new peak hour trips when factoring the former school activities. Given the nature of the conditions of the surrounding streets, we foresee no major impact to the capacity conditions on these streets. Site lines and street conditions at the site entrance appear to be favorable. The applicant will continue to work with City officials regarding sidewalk improvements and related access conditions within the development area. No further Traffic analysis is currently proposed.

As requested by the peer review consultant we offer the following pre and post traffic generation values for comparison:

Land Use	A.M Peak Hour Trip Ends	P.M. Peak Hour Trip Ends
Elementary School (ITE 520) for 350 students	147 trips based on 0.42 avg rate	98 trips based on 0.28 avg rate
Mid-rise Apartment (ITE 223) for 22 units	8 trip based on 0.35 avg rate	10 trips based on 0.44 avg rate

As evidenced by these values the estimated trip generation for the proposed residential development is substantially less than the historic school use for the property.

The applicant is requesting the curb opening on Deane Street be maintained as it will allow access to the ADA building entrance as well as availability for tenant access without need to climb stairs in to the building. We foresee this location as offering convenience to tenants similar to the school's likely use of this curb opening for deliveries, etc. into the building.

**1.9 SOILS/GEOTECHNICAL REVIEW**

A geotechnical investigation has not been performed for the site since there is no new building construction proposed. The site's soils conditions are believed to be adequate to support the modest amount of site work proposed.

4

### 1.10 NATURAL FEATURES

The development site does not contain any significant natural features including wetlands, vernal pools or other protected resource. The site has been developed for a period greater than 100 years and there is generally no land area that hasn't been disturbed or otherwise developed. Based on the age of the structure, we understand the City will be interested in the historic elements of the buildings.

### 1.11 UTILITIES AND STORMWATER

The proposed project will involve reuse of multiple existing utility services to the building. These services, including the water and sewer, will be maintained in accordance with the Portland Water District's and City's Public Services Division requirements. Natural gas will also continue in use. New utilities including power and communications will be extended into the building.

The City maintains a drainage system in Falmouth Street including a catch basin on the corner of Falmouth Street and Deane Street. There is also an onsite catch basin located at the northeast corner of the existing playground area. It is believed this catch basin ties into the Deane Street drainage/sewer system. The runoff flow regime from the development site will continue to discharge to the surrounding street gutters or the onsite catch basin. As suggested by the City Staff, we have developed the new layout scheme in a manner that reduces the overall imperviousness of the site, thus minimizing any quantity impacts related to stormwater runoff. The proposed site grading plan includes the installation of a Best Management Practices (BMPs) rain garden related to water quality treatment of storm runoff shed from the proposed parking lot. Details for the proposed system are included in the plan drawings. Based on the minimal impact to the site's stormwater runoff patterns, we are requesting a waiver of the requirements for any further stormwater analysis on the site.

### 1.12 ATTACHMENTS

- Attachment A – Existing Site Photographs
- Attachment B – Figures
- Attachment C – Building Elevations and Floor Plans



G.1



PHOTO 1 – Payson Street Entrance



PHOTO 2 – Playground Equipment



FAY, SPOFFORD &  
THORNDIKE  
778 Main Street, Suite 8  
South Portland, ME 04106  
Toll Free: 800.835.8666  
Main: 207.775.1121  
Fax: 207.879.0896

Existing Site Photographs  
Nathan Clifford School  
Photos Taken 09-30-13 by Steve Bushey, P.E.

6.2

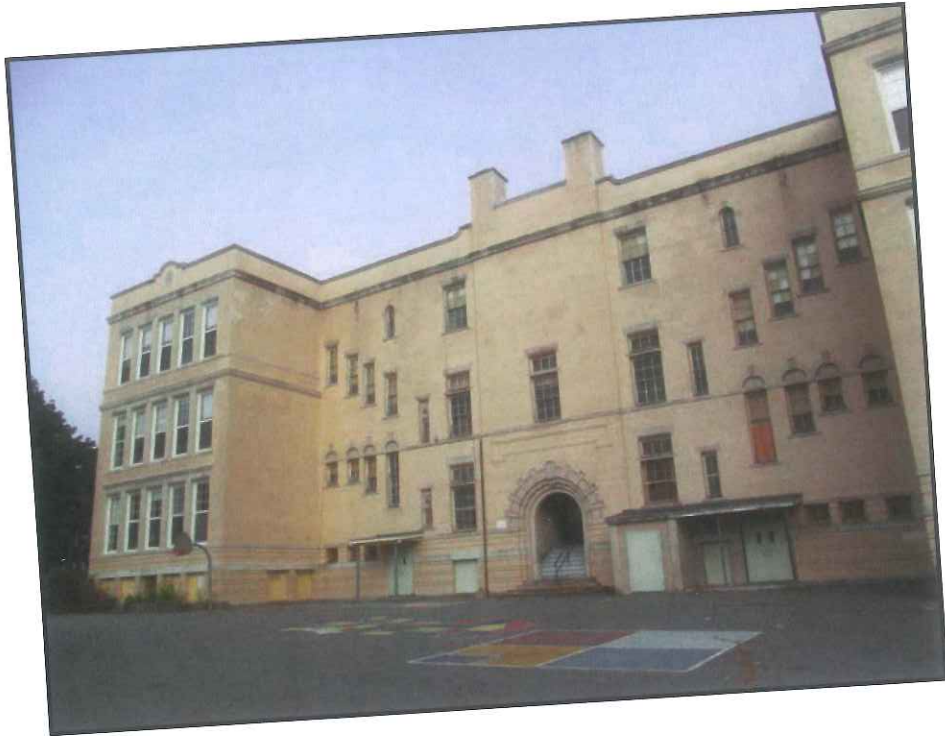


PHOTO 3 – Rear of Building



PHOTO 4 – Proposed ADA Street Level Entrance off Deane Street



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THORNDIKE  
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South Portland, ME 04106  
Toll Free: 800.835.8666  
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Fax: 207.879.0896

Existing Site Photographs  
Nathan Clifford School  
Photos Taken 09-30-13 by Steve Bushey, P.E.



**PHOTO 5 – Falmouth Street Frontage**



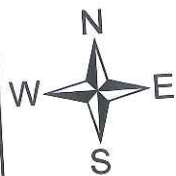
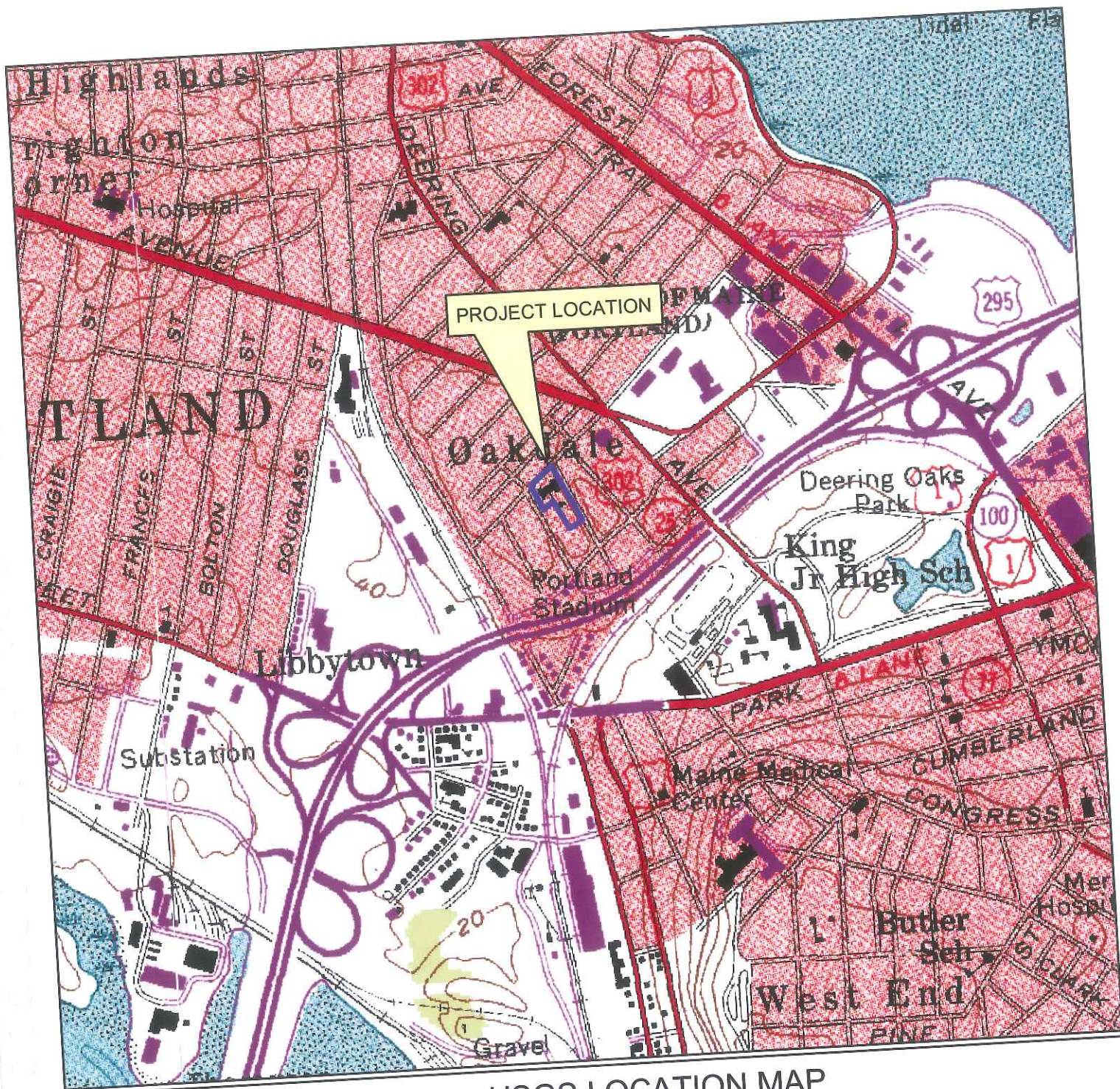
**PHOTO 6 – Deane Street Frontage**



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THORNDIKE**  
778 Main Street, Suite 8  
South Portland, ME 04106  
Toll Free: 800.835.8666  
Main: 207.775.1121  
Fax: 207.879.0896

**Existing Site Photographs  
Nathan Clifford School  
Photos Taken 09-30-13 by Steve Bushey, P.E.**

H.1



USGS LOCATION MAP  
 NATHAN CLIFFORD SCHOOL  
 PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS - MAPS



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 778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

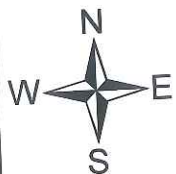
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 CHECKED: SRB  
 DATE: SEPT 2013  
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 SCALE: 1 inch = 1,000 feet

FIGURE

1



PROJECT LOCATION



**TAX MAP**  
**NATHAN CLIFFORD SCHOOL**  
**PORTLAND, MAINE**

SOURCE: CITY OF PORTLAND



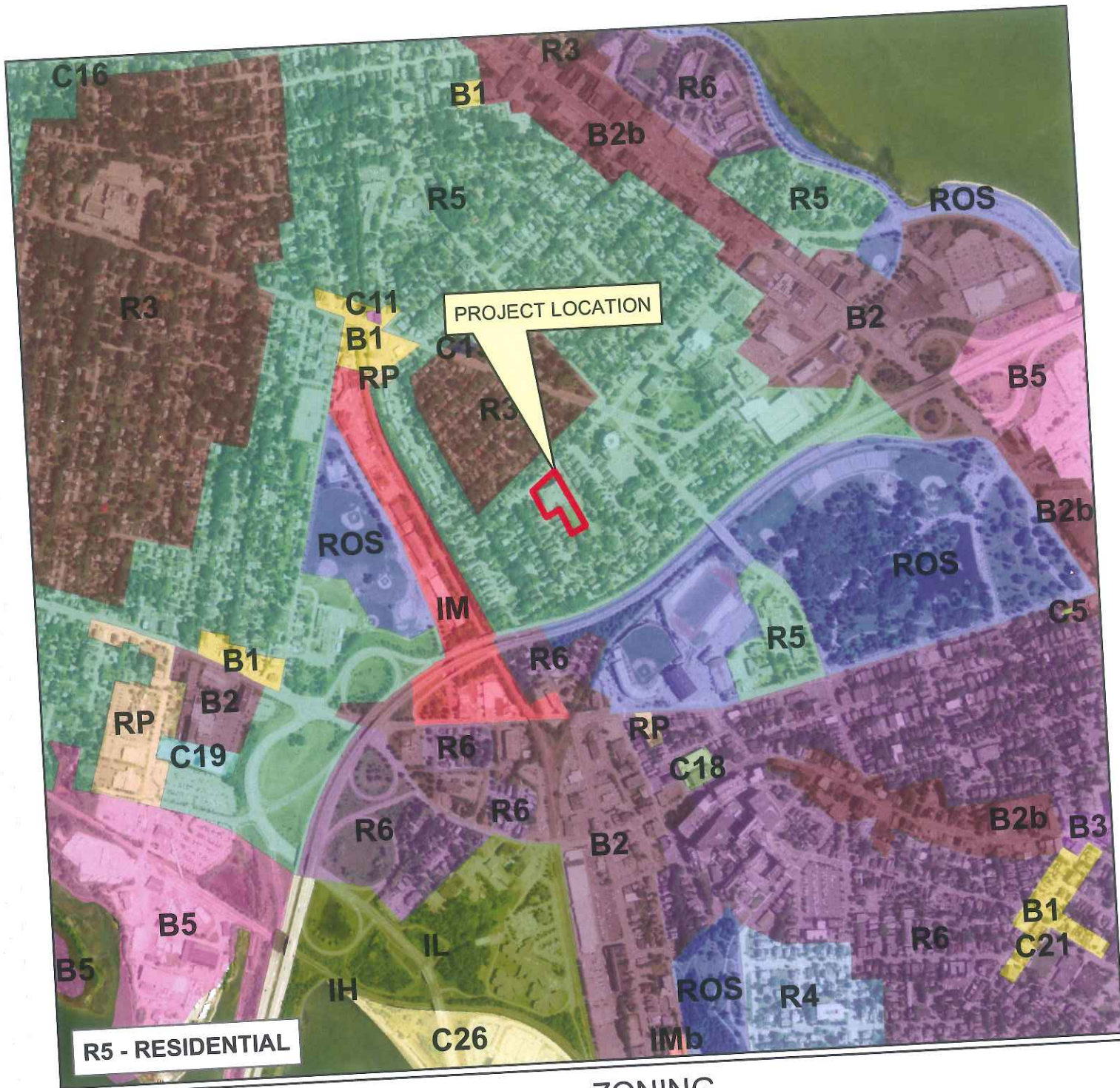
**FAY, SPOFFORD & THORNDIKE, INC.**  
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 778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04108

DRAWN: DED  
 CHECKED: SRB  
 DATE: SEPT 2013  
 FILENAME: SP-M101\_TAX MAP  
 SCALE: 1 inch = 1,000 feet

FIGURE

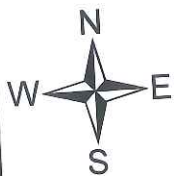
3

H.2



**ZONING**  
**NATHAN CLIFFORD SCHOOL**  
**PORTLAND, MAINE**

SOURCE: CITY OF PORTLAND



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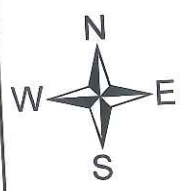
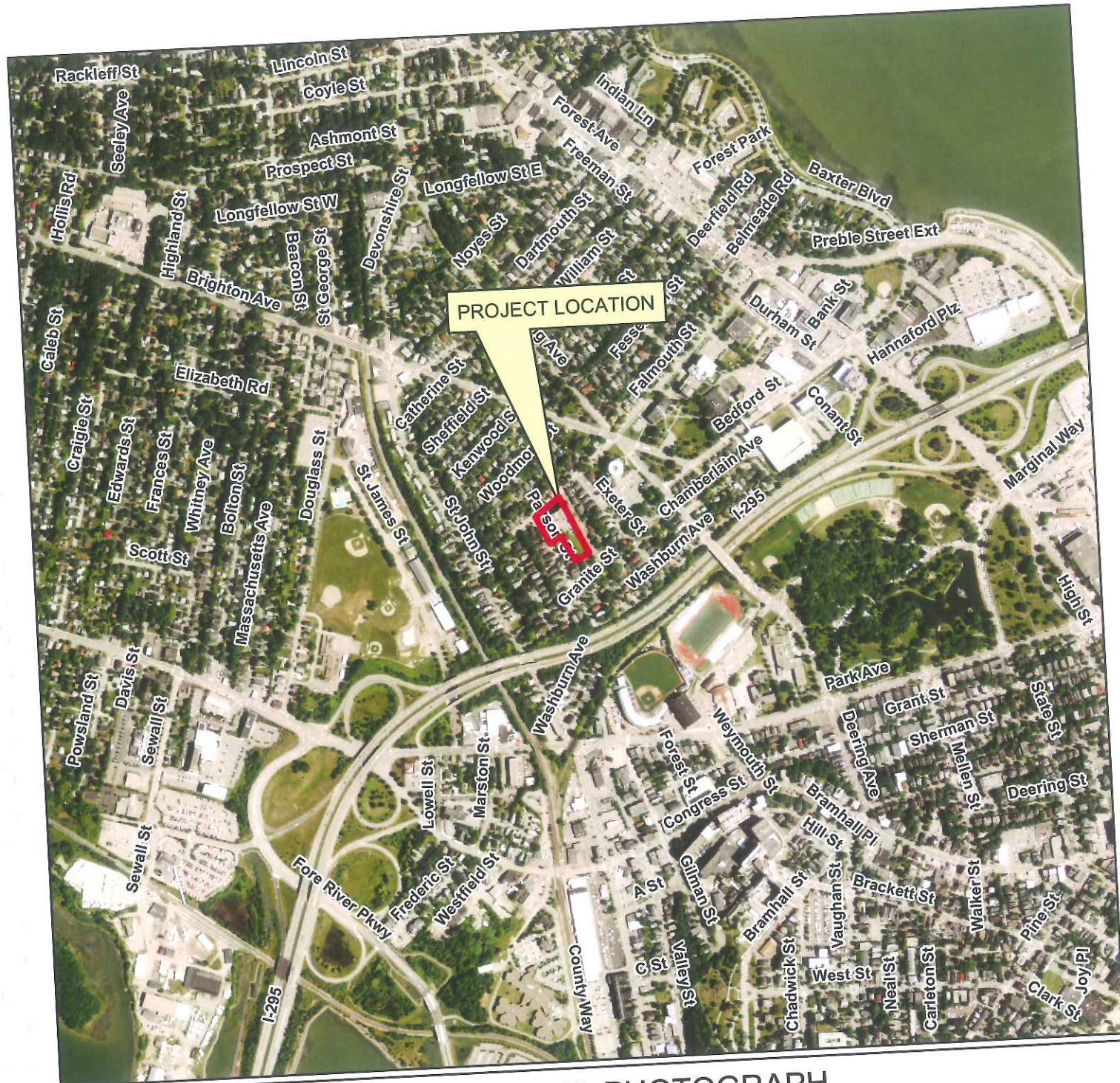
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 DATE:  
 FILENAME:  
 SCALE:

DED  
 SRB  
 SEPT 2013  
 SP-M101\_ZONING  
 1 inch = 1,000 feet

FIGURE

4

H.3



**AERIAL PHOTOGRAPH  
 NATHAN CLIFFORD SCHOOL  
 PORTLAND, MAINE**

SOURCE: MAINE OFFICE OF GIS - MAPS



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DRAWN: DED  
 CHECKED: SRB  
 DATE: SEPT 2013  
 FILENAME: SP-M101\_AERIAL  
 SCALE: 1 inch = 1,000 feet

FIGURE

**5**

H.4



**FLOOD MAP**  
**NATHAN CLIFFORD SCHOOL**  
**PORTLAND, MAINE**

SOURCE: MAINE OFFICE OF GIS - MAPS



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DRAWN: DED  
 CHECKED: SRB  
 DATE: SEPT 2013  
 FILENAME: SP-M101\_FLOOD  
 SCALE: 1 inch = 1,000 feet

FIGURE

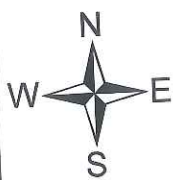
7



H.5



Soil Legend		Slope
Symbol	Description	
HIB	Hinckley gravelly sandy loam	3 - 8%
HrB	Hollis fine sandy loam	0 - 8%



## SOILS MAP

### NATHAN CLIFFORD SCHOOL PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS - MAPS



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DRAWN: DED  
 CHECKED: SRB  
 DATE: SEPT 2013  
 FILENAME: SP-M101\_SOILS  
 SCALE: 1 inch = 1,000 feet

FIGURE

8

H.6



### Legend

### Sand & Gravel Aquifer Map

#### ATYPE

-  1 Sand & Gravel Aquifer (10-50 gpm)
-  2 Sand & Gravel Aquifer (>50 gpm)
-  3 Sand & Gravel Aquifer (Waterbody)



## SAND AND GRAVEL AQUIFER MAP

### NATHAN CLIFFORD SCHOOL

### PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS - MAPS



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 ENGINEERS • PLANNERS • SCIENTISTS  
 778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

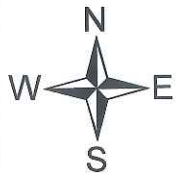
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DED  
 SRB  
 SEPT 2013  
 SP-M101\_AQUIFER  
 1 inch = 1,000 feet

FIGURE

9

H.17



**SURFICIAL GEOLOGY MAP  
NATHAN CLIFFORD SCHOOL  
PORTLAND, MAINE**

SOURCE: MAINE OFFICE OF GIS - MAPS



**FAY, SPOFFORD & THORNDIKE, INC.**  
ENGINEERS · PLANNERS · SCIENTISTS  
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN: DED  
CHECKED: SRB  
DATE: SEPT 2013  
FILENAME: SP-M101\_GEOLOGY  
SCALE: 1 inch = 1,000 feet

FIGURE

**10**



NWI MAP  
 NATHAN CLIFFORD SCHOOL  
 PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS - MAPS



**FAY, SPOFFORD & THORNDIKE, INC.**  
 ENGINEERS • PLANNERS • SCIENTISTS  
 778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN: DED  
 CHECKED: SRB  
 DATE: SEPT 2013  
 FILENAME: SP-M101\_NWI  
 SCALE: 1 inch = 1,000 feet

FIGURE  
 11

I.1

## 2. RIGHT, TITLE AND INTEREST, TECHNICAL AND FINANCIAL CAPACITY

### 2.0 TITLE, RIGHT AND INTEREST

The applicant has completed negotiations with the City of Portland for the transfer of this property as evidenced in the accompanying executed purchase and sale agreement.

### 2.1 TECHNICAL CAPACITY

The applicant has assembled a highly qualified team of professionals to plan, permit, and develop construction documents for the project. The Team is working under the direction of Mr. Kevin Bunker of Developers Collaborative Predevelopment LLC as Project Developer.

The Team services will be provided by the following companies and their respective team leaders:

### 2.2 CONSULTANT TEAM

<i>Civil Engineer</i>	Stephen R. Bushey, P.E. Fay, Spofford & Thorndike 778 Main Street, Suite 8 South Portland, ME 04106 (207) 775-1121 – Work (207) 879-0896 – Fax (207) 756-9359 – Cell <a href="mailto:sbushey@fstinc.com">sbushey@fstinc.com</a>
<i>Surveyor</i>	John Swan Owen Haskell, Inc. 390 US Route 1, Unit 10 Falmouth, Maine 04105 (207) 774-0424 – Work (207) 774-0511 – Fax <a href="mailto:jswan@owenhaskell.com">jswan@owenhaskell.com</a>
<i>Architect</i>	David Lloyd Archetype, PA 48 Wharf Street Portland, ME 04101 (207) 772-6022 – Work (207) 772-4056 – Fax 207-671-9194 – Cell <a href="mailto:lloyd@archetypepa.com">lloyd@archetypepa.com</a>
<i>Attorney</i>	Maurice "Cito" Selinger Curtis Thaxter PO Box 7320 Portland, ME 04112-7320 (207) 774-9000 – Work (207) 775-0612 – Fax <a href="mailto:mselinger@curtisthaxter.com">mselinger@curtisthaxter.com</a>

<i>Landscape Architect</i>	Anthony Muench 94 Commercial Street Portland ME 04101 (207) 761-6621 – Work <a href="mailto:amuench@maine.rr.com">amuench@maine.rr.com</a>
<i>Lighting/Site Electrical</i>	Larry Bartlett Bartlett Design 942 Washington Street Bath ME 04530 (207) 443-5447 – Work (207) 443-5560 – Fax <a href="mailto:bartdes@blazenetme.net">bartdes@blazenetme.net</a>

**2.3 EXPERIENCE OF PROJECT TEAM**

The team of consultants retained by the Developer has expertise and experience in the design of similar residential housing projects. Resumes of key personnel for the development team can be provided upon request.

The applicant also has significant experience in the development and management of large commercial projects as evidenced by information provided in this submission’s cover letter. A listing of the additional real estate projects for which the applicant’s development team has been involved can be provided upon request.

**2.4 FINANCIAL CAPACITY**

The applicant has the means at its disposal for financing the proposed Nathan Clifford Residences project. Ultimately, the developer has the capacity to complete the project and will provide additional information as part of the Final Plan submission. A letter from Bangor Savings Bank evidenced the Applicant’s financial capacity has been included.

**2.5 CONSTRUCTION COST ESTIMATE**

A breakdown of the preliminary project cost includes the following:

- Site work \$300,000 includes demolition and parking area
- Structures \$5.1 million

These values are considered preliminary and approximate and are subject to change as building design and project layout is refined.

**2.6 ATTACHMENTS**

- Attachment D – Purchase and Sale Agreement
- Attachment E – Letter from Bangor Savings Bank

**ATTACHMENT D**

**Purchase and Sale Agreement**

**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT made and entered into as of October 24, 2013, by and between the CITY OF PORTLAND, a Maine body corporate and politic with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address of 17 Chestnut Street, Portland, Maine 04101 (the "Buyer")

WITNESSETH:

WHEREAS, Seller sought proposals from parties interested in redeveloping the former Nathan Clifford School; and

WHEREAS, Buyer submitted a proposal that included development of up to 22 residential dwellings, as more particularly described in Buyer's proposal; and

WHEREAS, Buyer intends to rehabilitate the school building on such property and place the same in service by the end of 2014;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property to be Sold. Seller agrees to sell and Buyer agrees to buy a certain lot or parcel of land with all buildings, fixtures and improvements thereon, located at 172 Falmouth Street, bounded by Deane, Falmouth and Payson Streets in the City of Portland, Maine, shown as City of Portland Tax Map 66A, consisting of all of the land shown on such tax map as Block A, Lots 1, 5-8, 11 and 12, comprising approximately 66,804 square feet of land, improved with the former Nathan Clifford School building and related infrastructure, land and improvements, with frontage on Deane, Falmouth and Payson Streets, together with all easements appurtenant thereto (collectively the "Premises"). The Premises are shown on the drawing attached hereto as Exhibit A.

2. Purchase Price. Buyer shall pay to Seller the sum of One Dollar. As additional consideration for the transfer of the Premises to Buyer, Buyer agrees it shall execute and deliver to Seller at closing a recreation easement in form and substance substantially identical to that attached hereto as Exhibit B covering a portion of the Premises as depicted in Exhibit A. There shall be no deposit.

3. Title. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens, claims and encumbrances. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time (not to exceed 30 days), after notice in writing, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied, then this Agreement, and Seller's and Buyer's obligations hereunder, will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects



as may exist. Seller agrees to convey the Premises using any new survey description resulting from Buyer's boundary survey.

4. Closing. This transaction shall be closed on or before December 31, 2013 at 10:00 a.m. (the "Closing Date") at the offices of Buyer's counsel, or if the Seller and Buyer shall mutually agree in advance at another time and place. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the balance of the Purchase Price, a Quitclaim Deed without Covenant to the Premises and such other customary instruments, documents and affidavits as may be associated with said closing. At Buyer's request and upon at least five business days' prior notice, Seller agrees to close earlier than December 31, 2013.

5. Risk of Loss, Damage, Destruction and Insurance. Before closing, Seller shall bear the risk of any loss to the Premises by fire or otherwise.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) There is no litigation, administrative hearing, arbitration, or any other proceeding pending or, to the knowledge of Seller, threatened against Seller or with respect to the Premises or the Personal Property with respect to any violation of law, rule or regulation. Seller has received no notices of violation from any Federal or State agency alleging a violation of any environmental law, rule or regulation with respect to the Premises.

(b) Seller has an absolute right to sell, assign or transfer the Premises to Buyer free and clear of all liens, pledges, security interests, demands or encumbrances and without breach of any agreement to which Seller is a party or by which Seller is bound.

7. Inspection. At all reasonable times upon reasonable prior notice, Buyer and any prospective lender or investor of Buyer's shall have the right to enter the Premises and perform, at Buyer's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to the Premises as Buyer deems necessary or appropriate. Buyer agrees to return the Premises as nearly as possible to their original condition after all of such tests and inspections. Seller shall cooperate with Buyer in such inspections. In the event Buyer is not satisfied for any reason by the results of such due diligence inspections, Buyer shall have the option of terminating this Agreement by written notice to Seller.

8. Possession. Seller shall deliver the Premises to Buyer at closing free and clear of all leases, tenancies and occupancies by any person.

9. Conditions Precedent. Buyer's obligation to close hereunder is subject to Buyer's full and complete satisfaction with all of the following:

(a) There shall have been no material adverse change in the condition of the Premises occurring after the conclusion of Buyer's inspections under Section 7 above, and the Premises shall be substantially in the same condition as they were at the time of the inspections, reasonable wear and tear excepted. Seller acknowledges that Buyer intends to use historic tax credits to finance the

Project and that any alterations to the Premises which adversely affects the ability of Buyer to use historic tax credits shall be considered a material adverse change for purposes of this Section.

(b) Title to the Premises shall be good and marketable, and the same shall be conveyed to Buyer free and clear of all liens, claims and encumbrances, excepting the conditions set forth in Section 13 below regarding development activities, which conditions shall survive the closing but shall not be recorded.

(c) As of the date hereof, and as of the Closing Date, all of Seller's representations and warranties shall be true and correct in all material respects.

(d) At the closing, Buyer shall execute and deliver to Seller a recreation easement in substantially the form of that attached hereto as Exhibit B.

If the conditions described in subsections (a) through (c) above are not satisfied as of the dates specified, or if no date is specified, by the Closing Date, then Buyer shall have the option of terminating this Agreement in writing and receiving back the Deposit. Seller shall not be obligated to close if it is not reasonably satisfied with the form of easement Buyer is prepared to execute and deliver as provided in subsection (d) above.

10. Default and Remedies. In the event Buyer defaults under this Agreement, Seller's sole remedy shall be to terminate this Agreement; provided, however, that if Buyer's default arises solely under Section 13 (B) below, then upon written notice of such default from Seller, which default is not cured within thirty (30) days of Buyer's receipt of such notice, Seller shall have the right to commence a breach of contract action against Buyer for damages, such damages, however, to be limited to \$15,000 plus Seller's reasonable enforcement costs, including reasonable attorneys' fees. In the event Seller defaults under this Agreement, Buyer shall have available all remedies at law and in equity, including, without limitation, the remedy of specific performance.

11. Assignment. Upon notice to and prior consent of Seller, which consent shall not be unreasonably withheld, Buyer may assign this Agreement and all its rights and obligations hereunder to an affiliate of the Buyer. Notwithstanding the foregoing, Buyer has the right to unilaterally assign the Agreement without Seller's consent to an affiliate of the Buyer formed for the express purpose of redeveloping the Nathan Clifford School. Such entity shall include the federal and state historic tax credit investors as non-managing members or partners and the Buyer or affiliate as managing member or partner.

12. Brokers. The parties represent to each other that neither has had any dealings with any real estate broker in connection with this transaction. Each party agrees to indemnify the other from and against the claims of any brokers arising from this transaction, which indemnity shall survive the closing and shall include reasonable costs of collection, including reasonable attorneys' fees.

I.7

13. Development Activities. Buyer:

A) Intends to redevelop the former school building on the Premises as a multi-unit residential building targeting professionals and active retirees as residents and containing amenities such as a fitness center, storage space, shared space and lounge, in such configurations and design as Buyer shall in its discretion determine. The redevelopment shall use quality materials and have up to 22 units. The rehabilitation shall use among other sources the federal and state historic tax credits. Buyer agrees to pursue the rehabilitation, including design, permitting and financing, with commercially reasonable diligence, with the intention of placing the building in service by December 31, 2014.

B) Agrees to make recreational equipment and/or other capital investment improvements within the public recreation easement area at an expense of not more than Fifteen Thousand Dollars (\$15,000), contemporaneous with the redevelopment of the Premises. This Fifteen Thousand Dollars (\$15,000) may not be used for off-site non-recreational infrastructure public improvements, such as utilities or sidewalks which may be required for site plan or subdivision approval; and

C) In connection with its redevelopment of the former school building, Buyer agrees to make the minimum repairs identified in the Conditions Assessment provided to Buyer by the City, subject to review of such Assessment by Buyer's selected professionals.

14. Miscellaneous. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth at the beginning of this Agreement. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. Except as set forth in Section 11 above, the rights of Buyer under this Agreement may not be assigned in whole or in part without written consent of Seller, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. Seller's representations and warranties, and certain other provisions contained in this Agreement, shall survive the closing. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

(Signature page follows.)

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date written above.

WITNESS:

Judith Bacon

CITY OF PORTLAND, Seller

By: [Signature]  
Mark H. Rees, its  
City Manager

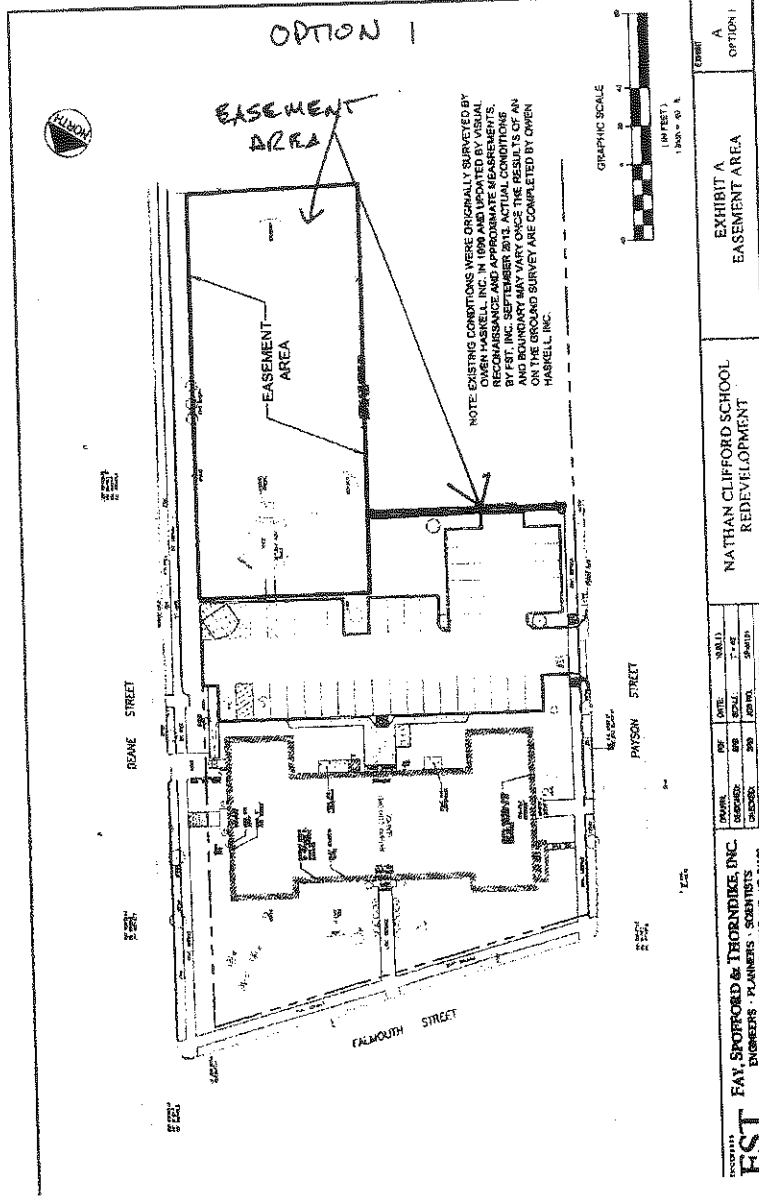
DEVELOPERS COLLABORATIVE  
PREDEVELOPMENT LLC, Buyer

[Signature]

By: [Signature]  
Kevin R. Bunker, its Manager

[Signature]  
APPROVED AS TO FORM:  
CORPORATION COUNSEL'S OFFICE

# EXHIBIT A OPTION 1



<b>FST</b> FAY, SPORFORD & THORNDIKE, INC. ENGINEERS · PLANNERS · SURVEYORS 778 MAIN ST., SUITE A SOUTH PORTLAND, ME 04108 TEL: 603.883.1111 FAX: 603.883.1112		DRAWN: [ ] CHECKED: [ ] FILE NAME: [ ]	DATE: [ ] SCALE: 1"=40' JOB NO.: [ ] SHEET: [ ] OF [ ]	EXHIBIT A EASEMENT AREA	OPTION 1
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I-9

**EXHIBIT B**

**EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that [DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, *[or assigns]*], a Maine limited liability company doing business in Portland, Maine ("Owner") for consideration paid, hereby grants to the CITY OF PORTLAND, a Maine body corporate and politic with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (the "City"), an easement, more particularly described below, for the purposes set forth below, in common with Owner. The land which is subject to the easement granted herein is part of the land described in the deed to Owner from the City of even or near date and recorded at the Cumberland County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ ("Owner's Land") and is shown in the drawing attached hereto as Exhibit A and made a part hereof.

Owner grants to the City a permanent and perpetual recreation easement (the "Easement") over the area shown in the drawing attached hereto as Exhibit A (the "Easement Area"), together with the right to pass and repass by foot and maintenance vehicles to and from the Easement Area. The Easement is granted solely for recreational uses (and directly related maintenance activities, as described below) only, and the Easement Area shall be used as a park. Owner agrees at its expense to provide basic maintenance of the Easement Area, limited to mowing the grass, maintaining and replacing landscaping and, on an as-needed basis, pruning tree branches and limbs in the Easement Area and to provide for the removal of reasonable amounts of trash from the Easement Area.

For general and universal public access to the Easement Area, the easement herein granted includes an access pathway from Payson Street over lands of the Owner which are not within the actual Easement Area, and such access pathway is shown on Exhibit A; and the rights granted over this pathway are limited to mere access to the Easement Area proper.

The City agrees by acceptance of this Easement that it (i) shall limit access to the Recreational Easement Area by the public to daylight hours, (ii) shall take reasonable steps to prevent nuisances or other activities that may adversely affect the use and enjoyment of Owner's Land and (iii) shall not take or allow the taking of any action that might cause Owner to be in violation of Owner's permits and approvals for the project on Owner's Land. If the City fails to prevent nuisances or activities on the Easement Area that in Owner's judgment adversely affect the use and enjoyment of Owner's Land, Owner shall provide City with written notice of such fact. If the City fails to remedy the situation giving rise to Owner's notice within ten (10) days of the date of the notice, Owner may take action to address the same which action may, without limitation, include closing the Easement Area to public access. In the event of repeated failure by the City to prevent nuisances or activities on the Easement Area that in Owner's judgment adversely affect the use and enjoyment of Owner's Land, Owner may take action as set forth above without further notice to the City.

Both parties intend that the contemplated uses of the Easement qualify for the protections and immunities afforded owners or easement holders under 14 M.R.S.A. § 159-A.

I.10

TO HAVE AND TO HOLD the aforegranted and bargained easements, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its and their use and behoof, forever.

IN WITNESS WHEREOF, [Developers Collaborative Predevelopment LLC] has caused this instrument to be executed by its Manager thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESS:

[DEVELOPERS COLLABORATIVE  
PREDEVELOPMENT LLC, Buyer

\_\_\_\_\_

By: \_\_\_\_\_  
Kevin R. Bunker, its Manager]

REVIEWED AND AGREED TO:

CITY OF PORTLAND

By: \_\_\_\_\_  
Mark H. Rees, its City Manager

STATE OF MAINE  
CUMBERLAND, SS.

\_\_\_\_\_, 201\_\_

Personally appeared the above-named [Kevin R. Bunker, Manager of Developers Collaborative Predevelopment LLC], as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law

Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

I.11

**ATTACHMENT E**

**Letter from Bangor Savings Bank**



I.12



July 17, 2013

City of Portland  
389 Congress Street  
Portland, ME 04101

RE: Nathan Clifford School Redevelopment

To Whom It May Concern:

On behalf of Bangor Savings Bank I am pleased to provide this letter in support of Richard Berman and Kevin Bunker for the above-referenced project. Based on our prior experience with Richard and Kevin for similar affordable housing development projects and a review of the financial elements of the proposal for the Nathan Clifford School site we believe that that the applicant has the "ability to finance projected costs and develop a project of similar type and scale from a fiscal perspective".

Bangor Savings Bank has worked with Richard and Kevin on multiple projects and they possess the management skill and development expertise to successfully complete the proposed project on time and on budget.

While this letter of support is not a commitment to lend, Bangor Savings Bank would welcome the opportunity to be a resource to Richard and Kevin for financing and sponsorship any equity awards necessary in connection with this project. Please feel free to call me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael P. O'Reilly".

Michael P. O'Reilly  
Vice President  
Commercial Lending

### 3. UTILITIES

#### 3.1 OVERVIEW

The School site is currently served by a number of existing utilities including water, sewer, power, and communications. The project includes reuse and improvements to these systems. The Development Team continues to work closely with utility representatives and City officials to design adequate utility systems to serve the project. Capacity availability letters have been requested from each utility and will be provided to the Planning Authority as they are received. The goal is to supply "Ability to Provide Service" letters from each utility provider prior to the project's public hearing before the Planning Board. The following sections outline conditions and system improvements that are contemplated for each utility.

#### 3.2 WATER SUPPLY

The proposed project will receive its water supply from the Portland Water District's public water supply system. FST sent a letter to the Portland Water District requesting that the Water District confirm their ability to provide water supply to the proposed development. In addition, we are currently exchanging information with the District prior to the release of a capacity availability letter. To date, the District has verbally expressed a positive finding for the ability to provide water service to the site.

The site is currently served by a 6" fire service main from Falmouth Street. The 3" domestic service line that serves the existing building will also be reused or upgraded depending on the findings of the Mechanical engineer. We note that there are existing fire hydrants along Falmouth Street, thus providing ample coverage in this regard.

##### 3.1.1 TOTAL PROJECT WATER USAGE

The total average daily water demand for the proposed project was estimated using commonly accepted flow per unit rates. These values are as follows:

22 Units at 180 gpd/unit =	3,960 gpd
37 Proposed Parking Spaces at 1 gpd/space =	37 gpd
Less Existing Wastewater Flows from school use =	(TBD gpd)

#### 3.3 WASTEWATER DISPOSAL

The proposed project will be connected to the Portland Water District's and City of Portland's wastewater collection and conveyance systems. The City of Portland Wastewater Capacity Application has been completed and forwarded to Mr. Frank Brancely.

The overall project is anticipated to generate an average daily flow of approximately 3,997 gpd which is anticipated to be less than the flows expected from the previous land use. Based on the existing sewer systems in the area, there appears to be adequate capacity to handle these projected flow amounts.

3.2

### 3.4 NATURAL GAS SUPPLY

FST has contacted Northern Utilities regarding their ability to provide service to the project site. Currently, they maintain a distribution main in Deane Street. Our preliminary discussions have included the proposal to continue use of the gas supply main into the site. The development team continues to coordinate with the gas supplier as expected gas loads are refined.

### 3.5 ELECTRICITY SUPPLY

FST has contacted Central Maine Power (CMP) regarding their ability to provide service to the development site. CMP currently maintains overhead utilities in the area and they expect to continue service to the site through new underground primary service from Payson or Falmouth Streets. The current proposal is to extend a new underground primary service to a new pad mount transformer from which secondary metered service will extend into the buildings. The applicant will continue to work with CMP for the delivery of primary power into the project.

### 3.6 ATTACHMENTS

Attachment F – Correspondence with Portland Water District.

Attachment G – Correspondence with CMP. Letter dated October 2, 2013 from FST, Inc. to CMP requesting affirmation of their ability to provide power to the project. Response letter dated October 7, 2013.

**ATTACHMENT F**

**Correspondence with Portland Water District**

REG. NO. 6143 No. 180 Walmouth St Portland St.

NAME City of Portland PRESSURE

NAME Nathan Clifford School

NAME 6" Fire Service

SERVICE RECORD RENEWAL RECORDS

KIND OF PIPE C.I.

SIZE OF PIPE 6"

MAIN TO STOP 37

STOP TO ST. LINE 8

ST. LINE TO BUILDING 113

TOTAL LENGTH 158

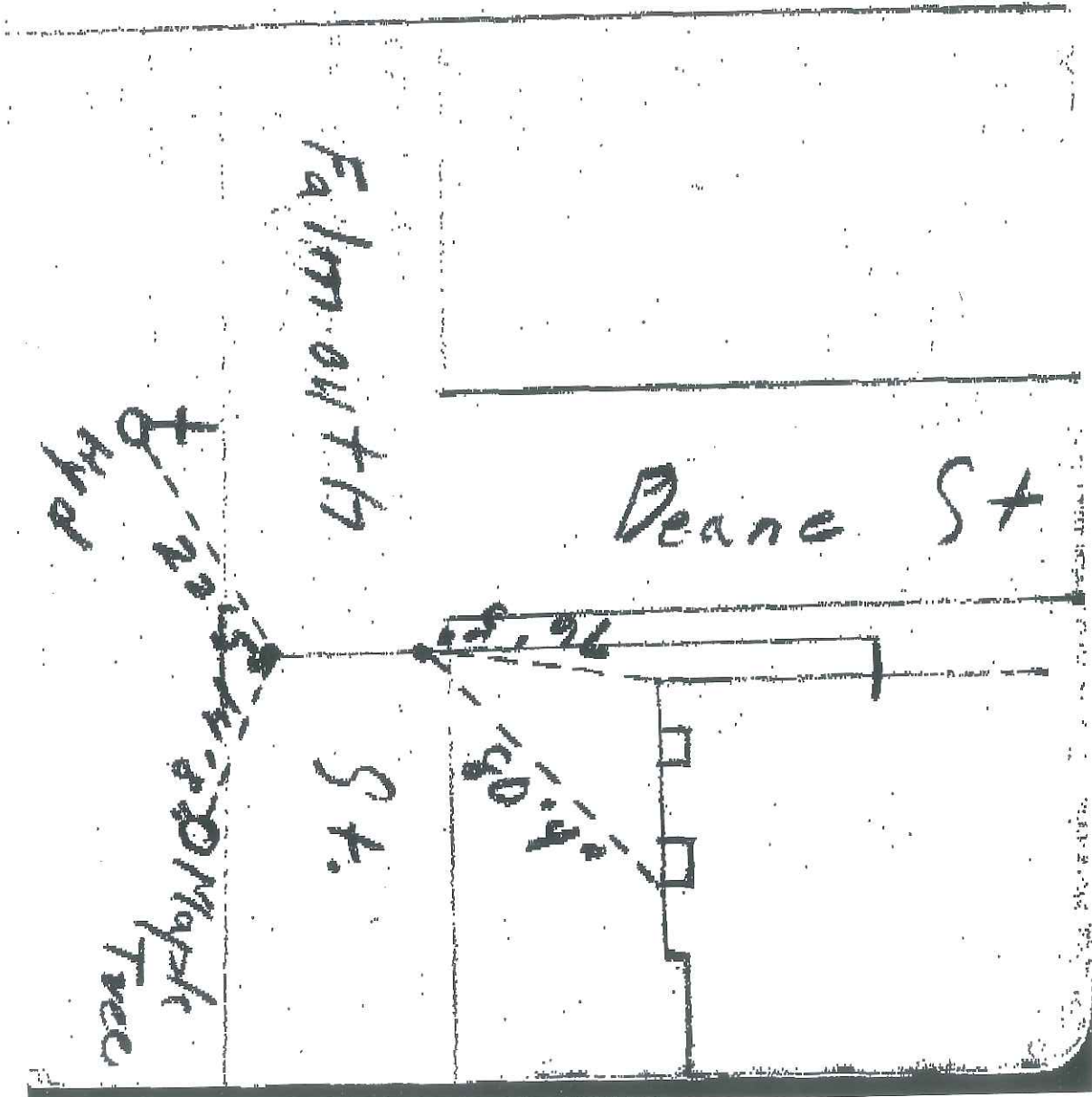
SERVICE COMPLETED 10/3/50

REMARKS From Walmouth Ledge

SERVICE SHUT AT CORP. COCK

MAINE PRINTING CO.

5.4



NO. 180 Falmouth ST. DIVISION Port.  
 REG. NO. 6844 CODE NO. MP-3-1C  
 NAME City of Portland (School)

NAME SERVICE RECORD MEASURES

SIZE OF PIPE 4"  
 KIND OF PIPE 2" M.F.  
 MAIN TO STOP 1' X 39'  
 STOP TO ST. LINE 7'  
 ST. LINE TO BLDG. ~~SHIP~~  
 DATE 8/9/63  
 DEPTH OF MAIN 5'6"  
 SIZE OF TAP  
 DEPTH ON PRIVATE  
 SHUT AT CORP.

NOTE: 3" A.C. I.P.  
 MESSAGE ON FALMOUTH  
 OVER

Had to wedge 15" of ledge,  
 Full length of service.

REMARKS (SEE REVERSE) SM 1-60 E.P.

3.6