

Motherhouse Senior Housing Subdivision and Final Level III Site Plan Application

605 Stevens Avenue & Walton Street
Portland, Maine



June 24, 2015

Prepared for:

Motherhouse Associates LP &
Sea Coast at Baxter Woods Associates, LLC
100 Commercial Street, Suite 414
Portland, Maine 04101





June 24, 2015

J14.067

Barbara Barhydt
Development Review Manager
Planning and Urban Development Department
Planning Division
389 Congress Street, 4th Floor
Portland, Maine 04101

Motherhouse Senior Housing
605 Stevens Avenue and Walton Street
Motherhouse Lot 3 - Level III Site Plan Review and Subdivision Application Submission
(CBL 136 E006001, 143 F004000, 144 B001000)

Dear Barbara:

On behalf of Motherhouse Associates LP and Sea Coast at Baxter Woods Associates, LLC we are pleased to submit a Subdivision and a Level III Site Plan Application for the redevelopment of the Motherhouse for staff and Planning Board review. The applications are being submitted pursuant to the Portland Land Use Code Articles IV Subdivision and Article V Site Plan review, respectively.

Enclosed are one (1) hard copy of the following materials and Site Plans and PDF copies on an attached CD-Rom:

- Cover Letter
- City of Portland LIII Preliminary and Final Site Plans Development Review Application
- Site Plan/Subdivision Application Fee (Submitted separately)
- Exhibit 1 – Right, Title & Interest
- Exhibit 2 – Context Map
- Exhibit 3 - USGS Quad Locus
- Exhibit 4 - Assessors Maps
- Exhibit 5 - Compliance with Zoning
- Exhibit 6 - Easements & ROWs
- Exhibit 7 – Waiver Requests
- Exhibit 8 - Financial and Technical Ability
- Exhibit 9 – Traffic Analysis
- Exhibit 10 – Soils
- Exhibit 11 – Construction Management Plan
- Exhibit 12 – Agency Letters - Natural Areas
- Exhibit 13 – Consistency with Master Plans
- Exhibit 14 – Utility Serviceability Letters
- Exhibit 15 – Lighting
- Exhibit 16 – Stormwater Management and Erosion & Sedimentation Control
- Exhibit 17 – Metro Map

1. INTRODUCTION & BACKGROUND:

Motherhouse Associates, LP and John B. Wasileski representing Seacoast at Baxter Woods Associates, LLC are proposing to redevelop the historic St. Joseph's Convent and surrounding grounds into a senior living community. The property, located off Stevens Avenue and Walton Streets contains 18.98 acres including the Catherine McAuley High School and fields, St. Joseph's Convent and St. Catherine's residence hall. The highlight of the proposed plan is the re-purposing of the historic former St. Joseph's Convent "Motherhouse" into 88 affordable and market rate senior apartments and common areas.

The overall project was presented to and received a positive recommendation from the Planning Board to amend the zoning district from R5 to R5A and is currently before the Council for a formal final Map Amendment.

As the Board and Staff are aware, the Lot 3 Motherhouse development is being pursued by the applicant for a Maine State Housing - Low Income Housing Tax Credit (LIHTC) and Department of the Interior Historic Tax Credit (HTC) Financing. This project aligns directly with the City's affordable housing initiative and policies and will result in the re-purposing of one of the historic gems of the City which has for years laid fallow. The timelines for the financing applications have required that the Motherhouse site plans be submitted in advance of the full project master plan. However the applicants are committed to furthering the site master plan for the additional site development on Lot 4 subsequent to a successful permitting process for Lot 3.

Our design team includes:

- Licht Environmental Design, LLC – Project Manager
- Carroll Associates – Master Planning and Landscape Architecture
- Fay, Spofford & Thorndike – Civil Engineering
- Archetype, PA –Architecture
- Maine Traffic Resources – Traffic Assessment
- Titcomb Associates – Surveying

2. MOTHERHOUSE LIII SITE PLAN AND SUBDIVISION REVIEW:

The scope of this application is for the Motherhouse re-development and specifically includes:

- a. Level III Site Plan approval in accordance with Article V Section 14-523(f);
- b. Overall 4-Lot Master plan Subdivision Review pursuant to Article IV Section 14-495;
- c. Sectional Recording Plat – Motherhouse Lot 3 subdivided into 88 apartment units.

The applicant will follow through with a Master Development Plan Application for the development of the Lot 4 Senior Housing campus following the Motherhouse permitting process. The two lots as well as the McAuley High School Lot 1 and St. Catherine's Lot 2 will share to a degree, common facilities, utilities, access and parking. Easements have been provided and listed on the subdivision plans where required.

3. EXISTING CONDITIONS AND ZONING

- A. *Zoning:* The 18.98 acre property is currently located within the R5 - Medium Density Residential District. The anticipated re-zoning will result in portions of the campus remaining in R5 (Lots 1

and 2) and portions of Lots 3 and 4 within the R5A Zone. Both multifamily and congregate uses are now permitted in the R5A Zone.

- B. *Existing Uses:* As stated earlier the campus includes the Motherhouse and what is known as the “Smith Wing” - the northern addition to the Motherhouse, McAuley High School and St. Catherine’s Residence Hall. This application does not change the use of the high school or St. Catherine’s. The Motherhouse, once home to scores of nuns, has been vacant for years except for minimal use as administrative offices or use of the chapel by the McAuley students and staff. However the Smith Wing has and will continue to be used as administrative offices as part of McAuley High School including approximately 5-6 parking spaces outside of that wing.
- C. *General Conditions and Parking:* The overall campus contains the McAuley High School and associated athletic fields and parking, St. Catherine’s residence hall and the Motherhouse and includes several shrines amongst the maintained gardens and grounds. The eastern side of the site is occupied by the school athletic fields and a wooded wetland located at the eastern edge of the site below the fields. Wetlands were delineated by Hampton Associates in the spring of 2015. The main access to the campus is currently from Walton Street with secondary lesser access from Stevens Avenue through two driveway gates of which one is normally closed. A main parking lot for approximately 100 cars exists adjacent to the McAuley High School and parking is interspersed throughout the site totaling approximately 155 spaces+/- . Additional formal parallel parking is available, but not normally used, on Stevens Avenue. The pavement conditions vary on-site from good to poor depending on the site location. Refer to the Existing Conditions Plan – Sheet C1 for additional site information.
- D. *Existing Buffers, Landscaping and Visual Quality:* The Motherhouse and campus in general contain a large number of mature hardwood and softwood specimen trees as well as several shrines and garden grotto areas associated with its past history as a convent. The project will save and protect as many trees as possible (see Tree Preservation Plan). The views from Stevens Avenue are muted and screened to a large degree by a thick hedge along with the ornate fence along the entire length of the Stevens Avenue property line. However the majestic prominence of the Motherhouse and gold dome enhance the character of the neighborhood providing a sense of place and prominence as such an historic building and grounds should.

Views from Baxter Woods are also well buffered even from the very near the fence line which is actually on the campus property. Walton Avenue offers a framed view of the internal athletic fields, the Motherhouse and the Smith Wing. St. Catherine’s is a proud building representing period architecture and buffered by a ring of mature hardwood trees.

What may not be apparent to most visitors to the site is that the McAuley campus property extends 33 feet beyond the chain link fence demarking the apparent southern property line to the actual property line. This McAuley Campus property is for all practical purposes part of Baxter Woods and includes the side trail used by the public near the fence line. This strip is part of a 66-foot wide road reserved by Mayor James Baxter in the 1908 deed to the Roman Catholic Bishop Corporation (*Exhibit 1*). The applicant will provide covenants and restrictions on the use of this significant wooded buffer to maintain its natural state and not be developed subject to any rights the City of Portland has over future use of that right of way.

- E. *Unique Natural Areas:* We have contacted the Maine Department of Inland Fisheries and the Maine Natural Areas Program requesting a review of their respective databases for rare or unique habitat or plants on the property. Responses will be forwarded to the Planning Department when received. The City of Portland does not list any rare or unique areas on the property. The wooded 33-foot right of way at the edge of Baxter Woods will be preserved. (Refer to *Exhibit 12* for agency request letters.)
- F. *Utilities and CSO's:* Existing water (domestic and fire main), sanitary sewer, storm drainage, electric/communications and natural gas utilities are available in both Stevens Avenue and Walton Streets. The Motherhouse water and natural gas services are from Stevens Avenue. Electric service is currently provided from an overhead pole line into the site from Walton Street to a pole mounted transformer behind the Smith Wing and into the rear (east side) of the building. There is minimal site lighting on the property.

A large above ground fuel oil tank is located at the rear (west) side of the building which will be removed.

Sanitary sewer discharges into a common 8-Inch sanitary main to the northeast of the Smith Wing of the Motherhouse which runs to the east then north to a connection in Walton Street. A recent video analysis of that main suggests that the majority of the line is of PVC piping and in good condition. However the last section of pipe to the east of St. Catherine's into Walton Street was found to be old transite and VCT pipe (assumed circa 1910+/-) which will have to be removed and replaced.

The design team has met with the City Engineer and reviewed both stormwater and combined sewer overflow (CSO) systems in the vicinity and down gradient of the site. Although Walton Street, the receiving trunk line, has been separated to beyond the site sanitary connection, that main discharges in the collector main in Forest Avenue which is not yet separated. Therefore the site is considered to discharge to a CSO system.

The Motherhouse contains a series of gutters and roof drain downspouts which are believed to originally connect below grade to the foundation footing drains and eventually to the building sewer as was the practice 100 years ago. Some of the roof downspouts have deteriorated or been disconnected at the building drip edge. The proposed building rehabilitation will connect all roof drains to drip edges and to a storm drain system reducing or "separating" the flows to the Walton and Forest Avenue CSO system. Refer to Proposed Development - Section E discussion below for proposed utilities.

4. PROPOSED DEVELOPMENT - MOTHERHOUSE LOT 3

For the purpose of the 4-Lot campus Subdivision Application and the Level III Site Plan Application, the project description will refer primarily to the proposed Motherhouse Lot development. Refer to the attached Exhibits and accompanying Site Plans and Architectural Plans for detailed site information.

- A. *Motherhouse Rehabilitation:* The Motherhouse is a 4-story structure and will be re-developed into 88 senior apartment units. The breakout will include 66 affordable units and 22 market rate units. There will be a mix of 68 studio and 20 single bedroom apartments. The mix of units is

based both on current demands on similar projects throughout Maine and on the metrics of the internal design of the building. As a former convent the structure has wide hallways, common areas, grand stairways and the stunning three story chapel complete with stained glass windows, altar and a grand organ. The basement level contains a former kitchen & dining area, utility areas, elevator and two internal/external courtyards. The northern courtyard is accessible from the outside rear of the building and is completely paved. The southern courtyard is in disrepair and is accessed through the rear overhead door utility entry. (See Architectural Plans and Existing Condition Plan.

The Motherhouse and the Smith Wing are, for the purposes of the sale of the property proposed as condominium Unit 1 and Unit 2 respectively, of the McAuley Place Condominium. The formal Declaration of the condominium would be prepared and recorded following the closing on the property.

As an historic building¹, all design and construction work and materials will conform to the Department of the Interior standards for rehabilitation and preservation under the Historic Tax Credit review process. The applicant and architects, Archetype, PA have been working closely with the historic preservation officer to facilitate appropriate design standards for the building and site.

The project will retain the Chapel in its current condition and does not anticipate any renovations to the attic space. The Smith Wing, while connected to the Motherhouse is functionally separated and is not a part of the proposed Site Plan review application.

Externally the building has no formal ADA access, with most doorways being raised one-half story over the daylight basement and stone plinth base of the building. Grades drop nearly 5 feet from the ceremonial front facing Stevens Avenue to the rear entry – exposing daylight windows at half story height. The rear of the building contains a two story porch and a free standing car port which will be razed.

Functionally, the project will make a dramatic change in the entry to the building. The main entry and parking lot will be from the rear or west side of the building under the existing porch. The front central doorway and two side entrances will be used by residents as secondary entrances with keyed or similar security system employed. The two end doorways on the east elevation (towards Stevens Avenue) will become part of new units and possibly closed off.

It is anticipated that most mechanical units will be on the rear roof areas and will not be visible from Stevens Avenue. Final design of these systems will proceed commensurate with final architectural plans.

- B. *Site Layout and Circulation:* Lot 3 contains 4.39 acres and includes approximately 330 of frontage on Stevens Avenue and a 50-foot access to Walton Street. The existing parking lot entrance off Walton Street will be re-designed as a two lane boulevard with curbing and a center landscaped island. The design will include a more organized circulation and parking striping pattern for the existing McAuley parking lot and a designated two-way entry onto the

¹ The Motherhouse is eligible but not however listed on the National Register of Historic Places.

new campus access drive. The main access corridor will serve as the future “spine” for access to the future Lot 4 development and will be 22 feet wide and paved. The access drive will loop to the south side of the building where it becomes one way in from Stevens Avenue. The existing paved ceremonial “loop” on the Stevens Avenue (front) side of the building will have a one-way in at the south gate and one way out at the north gate and be signed for right-turn only. Access to the north side of the building (Smith Wing and side door) will be two-way from the new main access drive from Walton Street and one way from Stevens Avenue. Additional parking will be added on the south and north sides of the building. (Refer to the Site Plan.)

Existing paved areas around the Motherhouse will be either ground and re-shimmed to meet new grades, box cut to provide new base material and pavement or turned into landscaped areas (See Layout & Materials Plan.) Curbing will be minimized to provide more of a campus feel as it exists today and used sparingly at intersections, as required for drainage and against walkways.

Lot 3 will provide 73 parking spaces (64 regular spaces and 9 handicap spaces) for a ratio of 0.83 spaces per unit. The plan will provide approximately 82 spaces at the McAuley HS lot. Refer to the Site Plan for site and parking tables.

The proposed Lot 3 site plan will not result in the loss of any existing playing fields. There will be some minor construction directly adjacent to the west side of the field complex for construction of the new access drive and utilities which will have only a short term impact.

- C. *Pedestrian and Bicycle Circulation:* The site design will provide new paved and concrete/paver walkways to create a strong pedestrian connection to Walton Street and to Stevens Avenue from the new west side entrance as well as from other doorways. Internal connections between McAuley HS, St. Catherine’s and the Smith Wing will continue to be used and enhanced as shown on the plans to provide a walk able campus. Several sections of former walkways near the athletic fields which conflict with the new site design will be removed and landscaped.

Twelve external bicycle racks will be provided and space for 24 bicycles provided internally in a secured room. (Refer to Site Plan.)

- D. *Mass Transit Connections:* The site sits uniquely in a location serviced by the metro bus service. There are metro stops on Stevens Avenue and nearby on Forest Avenue a short walk from the site. Typical senior facilities find that a portion of residents do not own cars and those who do in an urban or semi-urban setting rely heavily on mass transit and walking for their day to day activities. (See Metro Map, *Exhibit 17.*)

- E. *Utilities:* The existing utilities are dated and will be upgraded with new services. (Refer to *Exhibit 14* for Letters of Serviceability and flow projections.)
1. Natural Gas – to be provided from Stevens Avenue.
 2. Water – A new fire and domestic service will be connected from Stevens Ave. to the building. The applicant is working with Portland Water District to review best options for servicing Lot 4 from the new main as well.
 3. Sanitary Sewer – The existing sanitary sewer main located at the rear (west) side of the building will be maintained, a new manhole installed and the older sections replaced to

the connection with Walton Avenue. The applicant has submitted the Wastewater Capacity Application and supporting flows to the Department of Public Services for review with estimated flows of 6,776 gallons per day of water/wastewater projected for the Motherhouse development.

4. **Electric/Communications** – Two options for providing electric service are being considered with Central Maine Power Company (CMP). The first is to eliminate the entire existing overhead pole line from Walton Street and provide an underground service to a three - phase transformer located at the west side of the Motherhouse/Smith Wing. The second option is to leave the existing pole line up to pole #179.3 behind the Smith Wing and drop into an underground service and transformer and into both buildings. The selected option will be determined with further review with CMP. Refer to the Utility Plan.
- F. **Site Lighting:** The project will provide site lighting fixtures along the new entrance drive from Walton Street and within the proposed parking and pedestrian areas around the Motherhouse. Refer to Exhibit 15 for lighting cut sheets and the Site Plan and Landscape and Lighting Plan for light fixture locations. The design intent is to provide subtle safety lighting and to not over-illuminate the site. Building lighting will be limited to external doorways and will be reviewed for historic compatibility through the HTC review process. Refer to the Landscape and Lighting plan for light fixture locations.
- G. **Solid Waste Management:** The Motherhouse will not require a formal dumpster. Residents will be required to bring trash and recyclable materials to a dedicated waste management room located on the lower level of the Motherhouse for sorting into roll-away bins which will be rolled to the back drive at the north courtyard and picked up by a waste hauler. The facility will contract with a licensed waste hauler for pick up and disposal.
- H. **Stormwater Management and Erosion & Sedimentation Controls:** Refer to Exhibit 16 for a discussion of Stormwater Management and Erosion Controls. A Stormwater Management report prepared by FST is bound separately and accompanies this submittal.
- I. **Landscaping and Buffers:** The approach to the landscape plan for the project has been to preserve as many of the existing mature trees on site and provide supplemental infill where appropriate. Carroll Associates has performed an inventory of the existing trees on-site and prepared a Tree Preservation Plan, Sheet L1.0. The new and reconstructed parking and access drives have been laid out to respect the existing trees, landscaping and gardens to the greatest extent possible. There will be no impact to buffers to Baxter Woods from the Motherhouse development.

Proposed landscaping will be consistent with and compliment the style of the existing campus with simple planting beds to enhance the west side and east corners of the building and proposed trees spaced around the building and parking. The new entry off Walton Street will require the removal of several trees at the north edge of the property which will be replaced with center island plantings and trees. The main access drive will be defined by an alley of trees as one enters the site where currently there is stark pavement to create a formal entry statement to the site. Refer to the Landscape and Lighting Plan for additional details.

- J. *Easements*: Refer to the Overall Subdivision Plan, Sheet C2 for existing and proposed easements. The proposed Motherhouse development will require cross-easements with Lots 2 and 4 for sewer and drainage. Additionally any required shared parking and access easements between the lots will be provided and added to the plans prior to final approvals.
- K. *NFPA-1 and Fire Safety Code Review*: The project architects, Archetype, PA, will provide a fire safety code review under separate cover and forward to the Planning Department for review. the design team will also review site fire access and safety with the Fire Chief.

5. SUMMARY:

In summary we believe that the proposed Lot 3 Motherhouse Level III Site Plan and Overall Subdivision plans meet the requirements of the Portland Land Use Code - Subdivision Article IV and Site Plan Article V. The project will both preserve a significant landmark in the City and provide affordable housing for the residents of Portland in a unique setting.

We look forward to meeting the Planning Board on July 14th. In the meantime our project team remains available to meet with staff to review the application in further detail or to provide any additional information if required.

Sincerely,



Frederic (Rick) Licht, PE, LSE
Principal

Encl: As Noted

Cc: (via email - PDF copy)

John Wasileski; Sea Coast at Baxter Woods Associates, LLC
Sister Lindora Cabral; Sisters of Mercy of the Americas Northeast Community, Inc.
Daniel Justynski; Sisters of Mercy of the Americas Northeast Community, Inc.
Dennis Keeler; Pierce Atwood, LP
Matt Teare; C/O Sea Coast at Baxter Woods Associates, LLC
David Haynes; RLA; Seacoast Management Company
Kevin Bunker; Motherhouse, LLC
Ron Epstein; Jensen, Baird, Gardner & Henry
Natalie Burns; Jensen, Baird, Gardner & Henry
Pat Carroll; Carroll Associates, Landscape Architects
Andrew Johnston; Fay, Spofford &Thorndike



Jeff Levine, AICP, Director
Planning & Urban Development Department

Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no Site Plan or Historic Preservation Applications can be reviewed until payment of appropriate application fees are **paid in full** to the Inspections Office, City of Portland Maine by method noted below:

- Within 24-48 hours, once my complete application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- Within 24-48 hours, once my application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered. *check to be hand delivered.*

Jeff Levine
Applicant Signature:

6/25/15
Date:

Jeff Levine
I have provided digital copies and sent them on:

6/25/15
Date:

NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means i.e. a thumb drive or CD to the Inspections Office, City Hall, 3rd Floor, Room 315.



Level III – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level III: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits.

Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sq. ft. or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sq. ft. or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sq. ft. or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sq. ft. of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sq. ft. and/or facilities encompassing 20,000 sq. ft. or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14) which is available on our website:

Land Use Code: <http://me-portland.civicplus.com/DocumentCenter/Home/View/1080>

Design Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2355>

Technical Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2356>

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8719

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.

PROJECT NAME: Motherhouse Senior Housing

PROPOSED DEVELOPMENT ADDRESS:

605 Stevens Avenue and Walton Street

PROJECT DESCRIPTION:

Level III Site Plan - Proposed rehabilitation of the former St. Joseph's Convent into 88 Units of affordable and market rate senior housing and proposed Subdivision of McAuley Campus into 4 Lot for Masterplan development as a Senior Living Campus.

136-E006001 & (143 F004 144B001)

CHART/BLOCK/LOT: _____

PRELIMINARY PLAN

_____ (date)

FINAL PLAN

June 24, 2015 (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Motherhouse Associates, LP and Sea Coast at Baxter Woods Associates, LLC Business Name, if applicable: Address: 100 Commercial Street, Suite 414 City/State : Portland, ME Zip Code: 04101	Applicant Contact Information Work # C/O Kevin Bunker Matt Teare Home# 207.837.2418 Cell # 207.766.1632 Fax# e-mail: kbunker@gmail.com mteare@highlandgreenlifestyle.com
Owner – (if different from Applicant) Name: St. Joseph's Convent & Hospital C/O Sisters of Mercy of the Americas Northeast Community, Address: Inc. 15 Highland View Road City/State : Zip Code: Cumberland, RI 02864	Owner Contact Information Work # Attn: Sister Lindora Cabral Home# Cell # Fax# 207.333.6450 e-mail: lcabral@mercyne.org
Agent/ Representative Name: Frederic (Rick) Licht, PE, LSE Address: Licht Environmental Design, LLC 35 Fran Circle City/State : Gray, ME Zip Code: 04039	Agent/Representative Contact information Work # 207.749.4924 Cell # 207.749.4924 e-mail: rlicht@securespeed.net
Billing Information Name: Matthew Teare Address: Sea Coast at Baxter Woods Associates, LLC 100 Commercial Street, Suite 414 City/State : Portland ME Zip Code: 04101	Billing Information Work # 207.837.2418 Cell # 207.837.2418 Fax# e-mail: mteare@highlandgreenlifestyle.com

Engineer Name: Fay, Spofford & Thorndike C/O Andrew Johnston Address: 778 Maine Street, Suite 8 City/State : South Portland, ME Zip Code: 04106	Engineer Contact Information Work # 207.775.1121 Cell # Fax# 207.879.0896 e-mail: ajohnston@fstinc.com
Surveyor Name: Titcomb Associates David Titcomb, PLS Address: 133 Gray Road City/State : Falmouth, ME 04105 Zip Code:	Surveyor Contact Information Work # 207.797.9199 Cell # 207.797.9018 Fax# e-mail: dtitcpomb@titcombsurvey.com
Architect Name: Archetype, PA David Lloyd Address: 48 Union Wharf City/State : Portland, ME Zip Code: 04101	Architect Contact Information Work # 207.772.6022 Cell # Fax# 207.772.4056 e-mail: lloyd@archetypepa.com
Attorney Name: Jensen, Baird, Gardner & Henry Ron Epstein/Natalie Burns Address: 10 Free Street, PO Box 04112 City/State : Portland ME Zip Code: 04112	Attorney Contact Information Work # 207.775.7271 Cell # Fax# 207.775.7935 e-mail: repstein@jbgh.com/nburns@jbgh.com

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Credit Card, Cash or Check payable to the City of Portland.)

<p>Level III Development (check applicable reviews)</p> <input checked="" type="checkbox"/> Less than 50,000 sq. ft. (\$500.00) <input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000) <input type="checkbox"/> 100,000 - 200,000 sq. ft. (\$2,000) <input type="checkbox"/> 200,000 - 300,000 sq. ft. (\$3,000) <input type="checkbox"/> over \$300,00 sq. ft. (\$5,000) <input checked="" type="checkbox"/> Parking lots over 11 spaces (\$1,000) <input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee) <p>Plan Amendments (check applicable reviews)</p> <input type="checkbox"/> Planning Staff Review (\$250) <input type="checkbox"/> Planning Board Review (\$500) <p>The City invoices separately for the following:</p> <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) <p>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.</p>	<p>Other Reviews (check applicable reviews)</p> <input type="checkbox"/> Traffic Movement (\$1,000) <input checked="" type="checkbox"/> Stormwater Quality (\$250) <input checked="" type="checkbox"/> Subdivisions (\$500 + \$25/lot) # of Lots <u>92</u> x \$25/lot = <u>\$2800</u> <input type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots <u> </u> x \$200/lot = <u> </u> <input type="checkbox"/> Other <u> </u> <input type="checkbox"/> Change of Use <input type="checkbox"/> Flood Plain <input type="checkbox"/> Shoreland <input type="checkbox"/> Design Review <input type="checkbox"/> Housing Replacement <input type="checkbox"/> Historic Preservation <p style="text-align: center;">Subddivision - 4 lots + 88 units = 92 lots/units</p>
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APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or thumb drive with each plan submitted as separate files, with individual file which can be found on the **Electronic Plan and Document Submittal** page of the City's website at <http://me-portland.civicplus.com/764/Electronic-Plan-and-Document-Submittal>
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 Building Inspections 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:

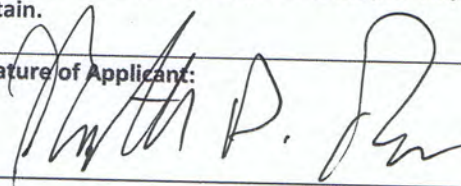
1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence 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.

Please refer to the application checklist (attached) for a detailed list of submission requirements.

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 III 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: 6/25/15
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PROJECT DATA

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

Total Area of Site	191,066 (LOT 3 Motherhouse) sq. ft.
Proposed Total Disturbed Area of the Site	3.1 Acres (135,036 sf) 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.	
Impervious Surface Area	
Impervious Area (Total Existing)	167,748 (Entire Campus) sq. ft.
Impervious Area (Total Proposed)	168,047 (Entire Campus) sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	24,065 sq. ft.
Building Footprint (Total Proposed)	24,065 sq. ft.
Building Floor Area (Total Existing) (excluding chapel and attic)	102,241 sq. ft.
Building Floor Area (Total Proposed) excluding chapel and attic)	102,241 sq. ft.
Zoning	
Existing	R5
Proposed, if applicable	R5 and R5A
Land Use	
Existing	Former Convent and Campus
Proposed	88 Units Senior Housing
Residential, If applicable	
# of Residential Units (Total Existing)	0
# of Residential Units (Total Proposed)	88
# of Lots (Total Proposed)	4
# of Affordable Housing Units (Total Proposed)	66
Proposed Bedroom Mix	
# of Efficiency Units (Total Proposed)	68
# of One-Bedroom Units (Total Proposed)	20
# of Two-Bedroom Units (Total Proposed)	0
# of Three-Bedroom Units (Total Proposed)	0
Parking Spaces	
# of Parking Spaces (Total Existing)	Lot 3 = 34+/- Campus = 150-155+/-
# of Parking Spaces (Total Proposed)	Lot 3 = 73
# of Handicapped Spaces (Total Proposed)	9
Bicycle Parking Spaces	
# of Bicycle Spaces (Total Existing)	0
# of Bicycle Spaces (Total Proposed)	12 exterior + 24 interior = 36
Estimated Cost of Project	TBD

PRELIMINARY PLAN (Optional) - Level III Site Plan

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

FINAL PLAN - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN 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	* Completed Application form
X		1	* Application fees
X		1	* Written description of project
X		1	* Evidence of right, title and interest
NA		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
X		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
		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
		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

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
X		1	Final Site Plans including the following:
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;
X			Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;
X			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;
X			Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);
X			Location and proposed alteration to any watercourse;
X			A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;
X			Proposed buffers and preservation measures for wetlands;
X			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;
NA			Ground water protection measures;
X			Existing and proposed sewer mains and connections;

- Continued on next page -

HYDRANTS		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;
SEE REPORT		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;
NA		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
NA		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;
SEE REPORT		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;
LOCATION ONLY		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.



**PORTLAND FIRE DEPARTMENT
SITE REVIEW
FIRE DEPARTMENT CHECKLIST**



A separate drawing[s] shall be provided as part of the site plan application for the Portland Fire Department's review.

1. Name, address, telephone number of applicant
- 2.
3. Name address, telephone number of architect
4. Proposed uses of any structures [NFPA and IBC classification]
- 5.
6. Square footage of all structures [total and per story]
7. Elevation of all structures
8. Proposed fire protection of all structures
 - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
9. Hydrant locations
10. Water main[s] size and location
11. Access to all structures [min. 2 sides]
12. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards.

Some structures may require Fire flows using annex H of NFPA 1

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Mr. Frank J. Brancely,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

Date: 05.25.2015

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 605 Stevens Avenue

Chart Block Lot Number: 136 E006001;143 F004000
144 B001000

Proposed Use: Mixed-Use Residential

Previous Use: Mixed-Use Residential

Existing Sanitary Flows: Not Known GPD

Existing Process Flows: None GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.

Existing site service to Walton Street

Site Category | Commercial (see part 4 below) |
 | Industrial (complete part 5 below) |
 | Governmental |
 | Residential |
 | Other (specify) |

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: _____ Phone: _____

Owner/Developer Name: Sea Coast at Baxter Woods, LLC and Motherhouse, LLC

Owner/Developer Address: 30 Governors Way - Topsham, ME 04086

Phone: 207-831-2418 Fax: _____ E-mail: MTeare@highlandgreenlifestyle.com

Engineering Consultant Name: Fay, Spofford & Thorndike, Attn: Andrew D. Johnston, P.E.

Engineering Consultant Address: 778 Main Street, Suite 8, South Portland, ME 04106

Phone: 207-775-1121 Fax: 207-879-0896 E-mail: ajohnston@fstinc.com

(Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review)

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: Phase 1 - 6,776; Total project 25,692 GPD

Peaking Factor/ Peak Times: 6 (TR-16)

Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine,"
"Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)
Handbook of Subsurface Wastewater Disposal in Maine-metered flow records from similar facilities.

(Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet)

4. Please, Submit External Grease Interceptor Calculations.

Total Drainage Fixture Unit (DFU) Values: N/A - Residential Only
Size of External Grease Interceptor: _____
Retention Time: _____
Peaking Factor/ Peak Times: _____

(Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet)

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated: N/A GPD
Do you currently hold Federal or State discharge permits? Yes No
Is the process wastewater termed categorical under CFR 40? Yes No
OSHA Standard Industrial Code (SIC): <http://www.osha.gov/oshstats/sicser.html>
Peaking Factor/Peak Process Times: _____

(Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps)

(Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided below, or attached, as a separate sheet)

Notes, Comments or Calculation

Exhibit 1

Right, Title & Interest

Assignment

For value received, Sea Coast Healthcare, Inc. hereby assigns the Purchase and Sale Agreement, dated June 16, 2014, between St. Joseph's Convent and Hospital, as Seller and Sea Coast Healthcare, Inc., as Purchaser, relating to property at 605 Steven's Avenue, Portland, Maine, to Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company. Baxter Woods Associates, LLC hereby assumes and agrees to perform all obligations as purchaser under said Agreement.

Dated: Sept 25, 2014.

Sea Coast Healthcare, Inc.

By: 

John B. Wasileski, Its President

Sea Coast at Baxter Woods Associates, LLC

By: 

John B. Wasileski, Its Manager

Memorandum of Purchase and Sale Agreement

Notice is hereby given of the existence of a Purchase and Sale Agreement, dated June 16, 2014 (the "Agreement") between St. Joseph's Convent and Hospital, a Maine non-profit corporation (hereinafter called "Seller") and Sea Coast Healthcare, Inc., a corporation existing under the laws of the State of Maine or its nominee (hereinafter called "SCH"), and of an Assignment, dated September 15, 2014 by SCH to Sea Coast at Baxter Woods Associates, LLC ("Purchaser") of all of its rights as Purchaser under said Agreement.

Under the Agreement, Purchaser has the right and obligation to purchase, on and subject to the terms and conditions of the Agreement, the following property at the First Closing, as hereafter defined: (i) a portion of that certain real property consisting of the real estate situated at 605 Stevens Avenue in Portland, Maine, which portion is to contain approximately 17.36 acres, and all buildings and improvements thereon, including the Motherhouse, the Catherine McAuley school, the land between the Motherhouse and Baxter Woods and the "ball fields" and being the premises described in Exhibit A hereto (but excluding the St. Catherine's Parcel, as hereafter described) and generally shown as Lots 1, 3, 4 and 5 on the Conditional Zone Concept Plan, McAuley Place at Baxter Woods, Stevens Avenue, Portland, Maine prepared by Belanger Engineering, March 21, 2014 attached hereto as Exhibit A (hereinafter the "Plan"), together with easements over the St. Catherine's Parcel for existing and proposed underground drainage and utilities, including sewer, water and other utilities, a parking easement for use of up to a 20 parking space expansion of the parking lot on the St. Catherine's Parcel, and an easement for secondary ingress and egress from Walton Street, all for the benefit of said Lots 1, 3, 4 and 5 (with Purchaser to have the right but not the obligation after the First Closing to construct the drainage and utility lines, parking lot expansion and secondary access permitted by such Easements) (collectively, the "Easements"), which Easements shall be located substantially as shown on the Plan attached hereto as Exhibit A-1 (hereinafter the "Property"), and (ii) an assignment by McAuley Place at Baxter Woods Retirement Community, Inc. of the Credit Enhancement Agreement, dated May 2009 between the City of Portland and McAuley Place at Baxter Woods Retirement Community, Inc. (which is an affiliate of Seller), to the extent assignable, relating to the existing tax increment financing district, with no representations or warranties other than the fact that Seller has not assigned or caused to be assigned such agreement to any third party. At the Second Closing, as hereinafter defined, Purchaser has the right and obligation to purchase, on and subject to the terms and conditions of the Agreement, the following property, for the price and upon the terms and conditions hereinafter set forth, the St. Catherine's Residence, being the land and 18 unit apartment building generally as depicted as Lot 2 on the Plan and referred to herein as the "St. Catherine's Parcel" and also as generally depicted on Exhibit A-1.

The First Closing shall occur on the earlier of the following dates: (a) the date of the construction loan closing with Maine State Housing Authority relating to an award of low income housing tax credits (such loan closing is anticipated to be in April 2015 if low income housing tax credits are awarded to Purchaser or its nominee in the fall of 2014, or in April 2016 if low income housing tax credits are awarded to Purchaser or its nominee in the fall of 2015); or (b) June 30, 2016. The First Closing shall also occur on any earlier date as specified by Purchaser by at least ten days prior written notice to Seller. The Second Closing shall occur on the earlier of: (i) the date that is ten years after the date of this Agreement, or (ii) the date that is 180 days after Seller certifies to Purchaser in writing that all Non-Market Rate Leases have expired or been terminated, and that the Second Closing Date has been scheduled for 180 days after the date of such certification.

This Memorandum does not modify or alter the terms of the Purchase and Sale Agreement in any way.

Dated as of this ___ day of October 2014.

WITNESS:

Sea Coast at Baxter Woods Associates, LLC

By: _____

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement") made and entered into as of the 19th day of September, 2014, by and between Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company with a place of business and mailing address of 30 Governors Way, Suite 100, Topsham, ME 04086 ("Grantor") and MOTHER HOUSE LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address of c/o Developers Collaborative, 100 Commercial Street, Suite 414, Portland, Maine 04101 ("Grantee")

WITNESSETH:

WHEREAS, Grantor is the assignee of the Purchaser under a Purchase and Sale Agreement dated June 16, 2014 with St. Joseph's Convent and Hospital as Seller (the "P & S Agreement") concerning the purchase by Grantor of certain real property that includes the property more particularly described below; and

WHEREAS, Grantor wishes to grant the within option to Grantee on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of One Dollar (\$1.00) (the "Option Consideration"), the receipt of which is hereby acknowledged by Grantor, Grantor and Grantee hereby agree as follows:

1. Grant of Option. Grantor hereby grants to Grantee, its successors and assigns, the exclusive and irrevocable option to purchase Unit 1 in the McAuley Place Condominium, a condominium to be created by Grantor, as hereafter described, together with all rights and easements appurtenant thereto, such Unit being the portion of the building known as St Joseph's Convent, or the "Motherhouse" located at 605 Stevens Avenue, Portland, Cumberland County, Maine, being a portion of the property shown on City of Portland Tax Map 136-E-6, 143-F-4 and 144-B-1, being , together with all rights and easements appurtenant thereto (collectively the "Property"), on the terms and conditions contained in this Agreement, but subject, however, to the P & S Agreement and the occurrence of the Closing thereunder. The exercise of this option is conditioned upon the occurrence of closings by Grantor with St. Joseph's Convent and Hospital and by Grantee with Maine State Housing for tax credits for and construction financing by a lender of an affordable housing project on the Property (with Grantor being a Member of Grantee under its Limited Liability Company Agreement, dated September 19, 2014).

The property located at 605 Stevens Avenue, Portland, Maine currently owned by St. Joseph's Convent and Hospital when purchased by Grantor shall be subdivided into 5 lots, substantially as shown on the Conditional Zone Concept Plan, McAuley Place at Baxter Woods, Stevens Avenue, Portland, Maine prepared by Belanger Engineering, March 21, 2014, attached hereto as Exhibit A, with such changes thereto as may be required by the City of Portland or its Planning Board, consisting of the following Lots:

- Lot 1: Catherine McAuley High School;
- Lot 2: St. Catherine's Residence;
- Lot 3: Land between Motherhouse and Baxter Woods;
- Lot 4: Catherine McAuley High School ballfields; and
- Lot 5: Motherhouse and the Smith building or wing.

Lot 5 shall be submitted to a Declaration of Condominium substantially in the form attached hereto as Exhibit B, and the following condominium units shall be created:

Unit 1: The portions of the four-story Motherhouse or convent building that was designed in the Italian Renaissance style and constructed in 1908-1909 shown as Unit 1 on the floor plans attached hereto as Exhibit C, but excluding the portions thereof described as Common Elements or Limited Common Elements herein or in Exhibit B and excluding the portions of the Motherhouse shown as part of Unit 2 on the floor plans attached hereto as Exhibit C;

Unit 2: three-story Smith House building that was constructed in the 1800s, and which is currently used as part of the Catherine McAuley High School and a portion of the basement of the Motherhouse, but excluding the portions thereof described as Common Elements or Limited Common Elements herein or in Exhibit B.

The floor plans attached hereto as Exhibit C shows the proposed boundary lines between Unit 1 and Unit 2, and the limited common elements and the common elements in the Condominium. Unit 1 shall consist of the entire Motherhouse building except: (a) the Chapel and access thereto, which shall be Common Elements; and (b) the Smith building or wing and portions of the basement of the Motherhouse not needed by Grantee, which shall constitute Unit 2. The Chapel will be a Common Element, with use shared by all of the Units and by Grantor, its successors and assigns. In addition, Grantor, its successors and assigns and the owners of Lots 1, 2, 3 and 4, their successors and assigns, will be granted or will reserve easements: (a) to use the Chapel together with rights of access thereto, (b) for access, drainage, utilities, parking and other matters as shown on the Plan; and (c) to create a physical connection or connections between the Motherhouse and buildings to be constructed on either Lot 3 (the land between Motherhouse and Baxter Woods) and/or Lot 4 (the current Catherine McAuley High School ball fields). All grounds and parking areas will be maintained by the respective unit owners, except those specifically designated for common use. Such areas (such as the lawn in front of the Motherhouse) will be denominated "Common Elements," and their expenses (landscaping, lighting, snowplowing, etc.) would be shared as Common Element expenses. The Common Element expense will be shared based on the relative square footage area of each Unit. Each Unit will have one vote in the Condominium Association. Unit 1 shall be allocated parking spaces as Limited Common Elements as shown on Exhibit C and Unit 2 shall be allocated parking spaces as Limited Common Elements as shown on Exhibit C. Grantor will reserve the right to create up to 2 additional units in the Condominium as shown on the plans attached hereto as Exhibit C.

Capital costs of basic rehabilitation to Chapel (e.g., necessary electrical, heating, fire alarm or sprinkler work) will be paid by the owner of Unit 1. Any decoration or other work in

excess of basic rehabilitation work to bring Chapel to standards desired by the owner of Unit 2 will be paid by the Unit 2 owner.

The Declaration of Condominium shall provide that the Smith Wing comprising Unit 2 cannot be demolished within five years of the completion of the rehabilitation of Unit 1; and that any work on the Smith Wing within 5 years of Unit 1 placement in service of its Motherhouse rehabilitation project must be performed in accordance with NPS standards for historic preservation.

Grantor reserves the right to change the lots line, reserved easement terms and locations and the terms of the Declaration of Condominium as necessary in response to (a) site details as determined by further civil engineering and site planning, and (b) comments and requirements of the Portland Planning Board and its staff and the Maine Department of Environmental Protection and its staff in connection with Grantor's and Grantee's proposed development plans with respect to the property that Grantor is purchasing from St. Joseph's Convent and Hospital, and (c) comments and requirements of tax credit investors and Maine State Housing Authority in connection with assuring the financial feasibility of the housing project proposed for Unit 1.

2. Expiration. This option shall expire on May 15, 2016, at midnight, Maine time unless exercised by that date and time.

3. Notice of Exercise. This option may be exercised only by Grantee giving written notice of election to exercise to Grantor by first class mail, postage prepaid, registered or certified, return receipt requested, addressed to Grantor at the address set forth at the beginning of this Agreement, or to such other address as Grantor may designate to Grantee in writing. Said notice shall be deemed to have been duly given if postmarked prior to the expiration date and time specified herein.

4. Failure to Exercise. In the event that Grantee fails to exercise the option granted in this Agreement within the time specified in Section 2 above, the Option Consideration, shall be retained by Grantor, except as provided below, and thereafter neither Grantor nor Grantee shall have any further rights or claims against the other.

5. Exercise. In the event that Grantee exercises the option granted in this Agreement to purchase the Property as provided herein, the following provisions shall be applicable:

a. Purchase Price.
the total purchase price for the
paid by Grantor for the Property
cashiers' check or by wire transfer
Purchase Price at closing.



b. Title. Grantor shall convey the Property to Grantee at the closing in fee simple with good and marketable title free and clear of all liens, claims and encumbrances except as set forth in Exhibits B and D hereto. In the event that Grantor is unable to convey title as aforesaid, Grantor shall be given a reasonable period of time, not to exceed thirty (30) days, after receipt of

notice from Grantee in which to remedy any title defects. In the event that said defects cannot be corrected or remedied within said time period, or in the event that Grantor elects not to remedy same, then this Agreement shall terminate whereupon Grantor shall refund to Grantee the Option Consideration. Grantee may elect to close notwithstanding such defects as may exist. Grantor agrees to convey the Premises using any new survey description resulting from Grantee's boundary survey.

c. Closing. The closing under this Agreement shall take place sixty (60) days after the date this option is exercised but in no event after June 30, 2016 (the "Closing Date") at 10:00 AM, local time, at Grantee's counsel's office, or at such other time and place as Grantor and Grantee shall mutually agree upon in writing. At the closing, Grantor shall execute and deliver to Grantee a Quitclaim Deed with Covenant, and such other affidavits, instruments and documents as Grantee may reasonably request and which are customary in commercial real estate transactions in Maine.

d. Adjustments, Prorations and Closing Costs. The recording fee for the deed or deeds of conveyance and any expenses related to any mortgages which Grantee may grant to a lender in connection with the purchase of the Property shall be paid for by Grantee. Grantee shall pay its share of the Maine real estate transfer tax in accordance with 36 M.R.S.A. § 4641-A.

e. Possession. Grantor shall deliver possession of the Property to Grantee at the closing, free and clear of all leases, tenancies or occupancies by any person.

f. Risk of Loss. All risk of loss to the Property prior to the closing shall be on Grantor.

g. Default; Remedies. In the event that Grantee exercises its option but fails to close hereunder for a reason other than the default of Grantor, Grantor's sole remedy shall be to retain the Option Consideration, as full and complete liquidated damages in lieu of any other legal or equitable remedy, whereupon this Agreement will terminate and neither party will be under any further obligation hereunder. In the event Grantor fails to close hereunder for a reason other than the default of the Grantee, Grantee shall have available all remedies at law and in equity, including, without limitation, the right of specific performance or, in the alternative, the right to seek a complete refund of the Option Consideration.

h. Condition Precedent. Grantee's obligation to purchase the Property is conditioned upon there having occurred no material adverse change in or to the Property between the date of Grantee's inspections and the Closing Date. If this condition is not satisfied as of the Closing Date, Grantee may terminate this Agreement. The Property is being sold and conveyed "as is", "where is" and "with all faults and defects", without representation, warranty or covenant, express, implied or statutory, of any kind whatsoever.

6. Brokerage. The parties represent to one another that neither has dealt with or had contact with any broker in connection with the transaction described in this Agreement.

7. Recording of Option. Grantor and Grantee agree that this Option shall not be recorded.

8. Notices. Except as provided in Section 3 above, 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, registered or certified, return receipt requested, addressed to the recipient at the addresses set forth at the beginning of this Agreement. Either party may change its address for purposes of this Section by giving the other party notice of the new address in the manner described herein.


11. Assignment. Grantee may not assign this Agreement without the prior written consent of Grantor, which consent shall not be unreasonably withheld, delayed or conditioned. Grantor acknowledges that if the Property is developed using the low income housing tax credit, this Agreement will have to be assigned to a limited partnership. Upon such a permitted assignment, Grantor agrees to look solely to the assignee for performance of the obligations of the Grantee hereunder.

12. Miscellaneous. Time is of the essence hereof. This Option Agreement constitutes the entire agreement between Grantor and Grantee, there are no agreements or understandings between the parties except as set forth herein, and all prior agreements and understanding are superseded by this Agreement. This Option Agreement will inure to the benefit of and bind the respective successors and assigns of Grantor and Grantee. As used in this Option Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. The recitals contained in this Agreement are deemed by the parties to be accurate statements of fact. 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, Grantor and Grantee have executed this Agreement as of the date first above written.

WITNESS:





Sea Coast at Baxter Woods Associates,
LLC, Grantor

By: 

John B. Wasileski, its Manager

MOTHER HOUSE LLC, Grantee

By: 

Kevin Bunker, its Manager

EXHIBIT A

Plan of the Property

Conditional Zone Concept Plan,
McAuley Place at Baxter Woods, Stevens Avenue, Portland, Maine prepared by Belanger Engineering,
March 21, 2014

1. NAME OF APPLICANT: ST. JOSEPH'S CONVENT AND HOSPITAL, A MAINE NON-PROFIT CORPORATION, PORTLAND, MAINE
2. ADDRESS: 1000 WASHINGTON STREET, PORTLAND, MAINE
3. PROPERTY IS LOCATED IN THE: RESIDENTIAL ZONE
4. PROPERTY IS SHOWN ON CITY OF PORTLAND TAX MAPS: MAP NO. BLOCK 1, LOT 1, MAP NO. BLOCK 2, LOT 1, MAP NO. BLOCK 3, LOT 1
5. PROPERTY TO BE DIVIDED BY PUBLIC RIGHT AND PUBLIC WATER
6. REFER TO MAPLEY PLACE CONDITIONAL ZONE ADJACENT FOR ZONING AND OVERLAPPING RECORDS
7. PLAN REFERENCES: SEWARD MAPLEY PLACE MAPLEWOOD, FOR ST. JOSEPH'S CONVENT AND HOSPITAL, A MAINE NON-PROFIT CORPORATION, BY VITUM ASSOCIATES P.A.
8. NO FURTHER SUBDIVISION WITHOUT PRIOR PLANNING BOARD APPROVAL
9. THE PROPERTY IS NOT LOCATED WITHIN A FRESHWATER FLOOD ZONE
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11. ALL OWNERS RESIDE OVER 18 YEARS OF AGE, AND ARE RESIDENTS OF PORTLAND, MAINE
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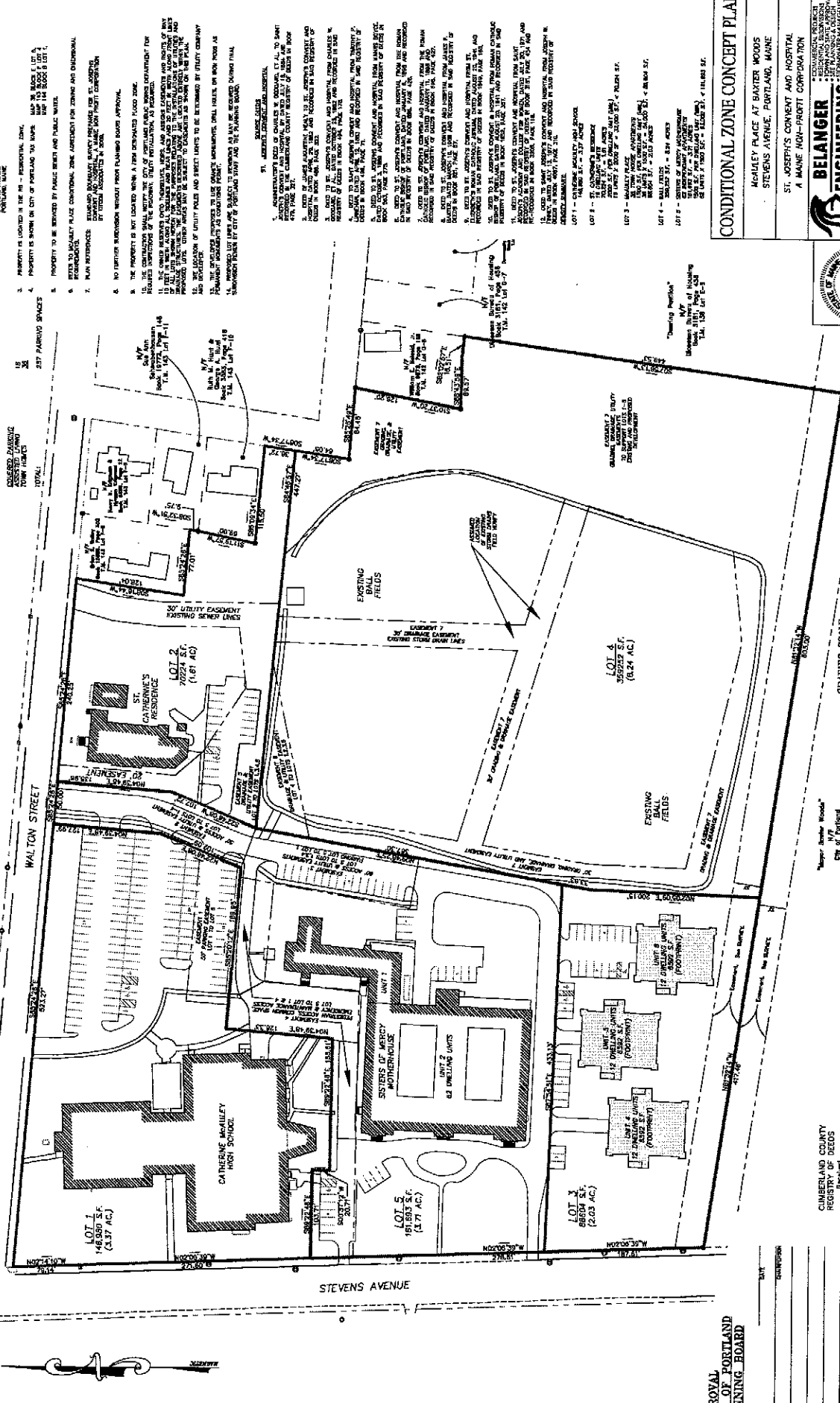
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CONDITIONAL ZONE CONCEPT PLAN

MCALLEY PLACE AT BAXTER WOODS
STEVENS AVENUE, PORTLAND, MAINE
ST. JOSEPH'S CONVENT AND HOSPITAL
A MAINE NON-PROFIT CORPORATION

BELANGER ENGINEERING
A PROFESSIONAL ENGINEERING FIRM
133 BROAD AVENUE, PORTLAND, MAINE 04102
TEL: 857-2222 FAX: 857-2223
WWW.BELANGER-ENGINEERING.COM

FIELD NO.: 2024-001
DATE: 12-1-2024
SHEET: 1



APPROVAL

CITY OF PORTLAND
PLANNING BOARD

DATE: _____

BY: _____

COMMISSIONER

CUMBERLAND COUNTY
REGISTRY OF DEEDS

Filed in File Book _____ Page _____

ATTEST:

Register

Exhibit B
Declaration of Condominium

DECLARATION OF CONDOMINIUM OF MCAULEY PLACE CONDOMINIUM

This Declaration of Condominium is executed as of this 1st day of _____ 2015 by Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company, pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended, 33 M.R.S.A. §1601-101 et seq. (hereinafter the "Act").

ARTICLE I: CREATION OF CONDOMINIUM: DEFINED TERMS

A. Declaration of Property. Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company, with an address of 30 Governor's Way, Suite 100, Topsham, Maine, owner in fee simple of the land described in Schedule A annexed hereto, located in the City of Portland, Cumberland County, Maine (hereinafter the "Land"), hereby submits the Land, together with all buildings, improvements, easements, rights, privileges and appurtenances now or hereafter thereon or pertaining thereto (hereinafter the "Property") and together with the rights and easements described in Schedule hereto and subject to all covenants, restrictions, and easements described or referred to in Schedule A, to the provisions of the Act, as amended from time to time, and hereby creates with respect to the Property a condominium, known as McAuley Place Condominium (hereinafter the "Condominium"). The Property is depicted on the plat prepared by _____ and floor plans prepared by _____, which plat and plans, as amended from time to time, being herein referred to respectively as "Plats" and "Plans", are recorded in the Cumberland County Registry of Deeds. The Property shall hereafter be held, sold and conveyed subject to the terms, conditions, covenants, easements and restrictions set forth in this Declaration of Condominium as amended from time to time (hereinafter the "Declaration") and in the Act, which shall run with the Property and bind and inure to the benefit of all owners of the Property or any portion thereof, their respective heirs, successors and assigns. Pursuant to the Act, McAuley Place Condominium Association, a Maine nonprofit corporation under Title 13-B of the Maine Revised Statutes of 1964, as amended (hereinafter the "Association") shall be the Unit Owners' Association under the Act.

B. Defined Terms. Capitalized terms used in this Declaration shall have the meaning specified hereinabove or hereinbelow or, if not otherwise defined in this Declaration, as it may be amended from time to time, or in the Plats and Plans, shall have the same meanings as specified in the Act:

- (1) "Allocated Interests" mean: (a) the Common Element Interest, (b) the Common Expense Liability and (c) the votes in the Association, allocated to each Unit pursuant to this Declaration.
- (2) "Assignable Limited Common Elements" has the meaning provided in Article IV(C) of this Declaration.
- (3) "Building(s)" means the building or buildings now existing or hereafter erected on the Land

containing one or more Units whether in vertical or horizontal arrangement, as well as other improvements comprising a part of the Buildings.

(4) "Bylaws" means the Bylaws of the Association as are adopted pursuant to the Act and this Declaration for the regulation and management of the Property, including such amendments thereof as may be adopted from time to time.

(5) "Common Elements" mean all portions of the Condominium other than the Units.

(6) "Common Element Interest" has the meaning provided in Article IV(E) of this Declaration.

(7) "Common Expenses" mean expenditures made by or financial liabilities of the Association together with any allocation to reserves and include, but are not limited to, (a) the cost of maintenance, management, operation, repair and replacement of the Common Elements and such Limited Common Elements and such parts of the Units as to which pursuant to this Declaration it is the responsibility of the Association to maintain, repair and replace, (b) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Executive Board pursuant to the provisions of this Declaration and the fees and disbursements of the Insurance Trustee, if any, (c) such amounts as the Executive Board may deem necessary for general operating reserve funds, reserve funds for replacements and such other reserve funds as the Executive Board may periodically establish, (d) such amounts as the Executive Board may deem necessary to compensate for any deficits in receipts over expenses for previous periods of time, (e) the charges and fees for energy, electricity, heat, water, gas and sewer services furnished to the Condominium to the extent not separately metered to individual Units and charged to individual Unit Owners; and (f) such other costs and expenses that may be declared by the Act, this Declaration, the Bylaws, or resolution or agreement by the Executive Board or Unit Owners to be Common Expenses of the administration, operation, maintenance and repair of the Condominium and Property and the rendering to Unit Owners of all related services.

(8) "Common Expense Liability" has the meaning provided in Article VI(A) of this Declaration.

(9) "Condominium Documents" mean this Declaration, the Plats, Plans and the Bylaws, as amended from time to time.

(10) "Declarant" means Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company, its successors and assigns and all successors to any Special Declarant Rights hereunder.

(11) "Development Rights" has the meaning specified in Article V of this Declaration and Section 1601-103(11) of the Act.

(12) "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage on a Unit in the Condominium which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, stating the name and address of such holder, the name and address of the Owner of the Unit encumbered by such Mortgage, the identifying number of such unit, and containing a statement that such Mortgage is a recorded first mortgage.

(13) "Executive Board" means the Executive Board or Board of Directors of the Association authorized to act pursuant to this Declaration and the Act on behalf of the Association.

(14) "Insurance Trustee" has the meaning provided in Article XI(B)(7) of this Declaration.

(15) "Limited Common Elements" mean those portions of the Common Elements the exclusive use of

which is reserved as an appurtenance to one or more, but fewer than all, of the Units as allocated pursuant to this Declaration.

(16) "Limited Common Expenses" mean the Common Expense for services benefiting fewer than all the Units, which are assessed pursuant to this Declaration exclusively against the Units benefited in accordance with Section 1603-115(c)(2) of the Act pursuant to Article IV(k) hereof.

(17) "Mortgage" means a recorded mortgage or deed of trust encumbering a Unit in the Condominium held by a Mortgagee; "Mortgagee" means the holder of a recorded Mortgage or deed of trust encumbering a Unit in the Condominium.

(18) "Recorded" means that an instrument has been duly entered of record in the Registry of Deeds in and for Cumberland County, Maine.

(19) "Special Declarant Rights" has the meaning provided in Article V of this Declaration and Section 1601-103(25) of the Act.

(20) "Unit" means a part of the Property designated for separate ownership or occupancy.

ARTICLE II: IDENTIFICATION AND LOCATION OF CONDOMINIUM; ASSOCIATION

The name of the Condominium is McAuley Place Condominium. The name of the Association organized under the Act is McAuley Place Condominium Association. The Condominium is located in the City of Portland, County of Cumberland and State of Maine (which location is more particularly described in Schedule A hereto) and the address of the Condominium is 605 Stevens Avenue, Portland, Maine.

ARTICLE III: DESCRIPTION OF PROPERTY AND UNITS

A. Description of the Property. A legally sufficient description of the Property included in the Condominium is set forth in Schedule A attached hereto and made a part hereof.

B. Maximum Number of Units. Declarant has created 2 units pursuant to this Declaration. Declarant reserves the right to create up to 2 additional units, and accordingly the maximum number of units that the Declarant has the right to create in the Condominium is 4 Units.

C. Description and Boundaries of Units. The unit numbers, location of units created by this Declaration and their approximate dimensions are shown on the Plats and Plans.

A general description of the Units is as follows (provided, however, that nothing in this paragraph shall alter in any way the Unit boundaries as described below and the unit numbers, location of units created by this Declaration and their approximate dimensions are shown on the Plats and Plans): (1) Unit 1 is a substantial portion of the four-story Motherhouse or convent building that was designed in the Italian Renaissance style and constructed in 1908-1909 but excluding the portions thereof described as Common Elements or Limited Common Elements herein and also excluding the portions thereof shown as part of Unit 2 on the Plans; and Unit 2 is the three-story Smith House building that was constructed in the 1800s, and which is currently used as part of the Catherine McAuley High School and a portion of the basement of the Motherhouse, but excluding the portions thereof described as Common Elements or Limited Common Elements herein. Units 3 and 4, if created by Declaration pursuant to its Development Rights reserved hereunder, would be new construction in the areas as shown on the survey Plat.

A list of all unit numbers, locations (all as shown more fully on the Plats and Plans), and Common Element Interests and Common Expense Liability and votes in the Association appurtenant to each unit is attached hereto as Schedule B.

The boundaries of each unit created by this Declaration are as follows:

Each Unit includes the following items:

- (a) All interior partitions (excepting those portions thereof which are load-bearing), interior doors located entirely within a Unit including without limitation their frames, locking systems, hinges and sills, and interior halls and stairways located wholly within the Unit;
- (b) Finish flooring, floor coverings, carpeting and the like, and finish walls and ceilings and coverings including the paint, wallpaper, furring, gypsum board, moldings, the panels, framework, lighting, and acoustical tile ceilings if any, and any other materials constituting any part of the finished surfaces thereof which are nonstructural), but excluding exterior masonry or brick walls, exterior windows and excluding interior or exterior doors providing access to the Common Elements or public streets;
- (c) Plumbing, electrical, sewer, heating, air conditioning, air handling and ventilating fixtures, pipes, lines, equipment, chimneys, vents, flues, systems, Unit specific security and door access systems, controls and components thereof serving a single Unit, even if located outside of a Unit's general boundaries;
- (d) Electrical wiring, equipment, outlets and lighting devices from the point where the feed wire enters the Unit's meter box inwards, and telecommunication and data wiring and equipment serving only a single Unit; and
- (e) Fuel, gas, electric, water and utility lines, pipes and equipment serving only a single Unit from the meters inwards, even if located outside of a Unit's general boundaries.

A Unit generally does not include the exterior walls, the roofs, rafters, floor joists, subfloors, foundations, land, sidewalks, and parking areas, nor does a Unit include the pipes, wires, conduits, flues, ducts, pipes, heating, flues, chase ways, roof drains, fuel, telecommunications, data and utility lines running through a Unit which serve more than one Unit, which serve the Common Elements or which serve another Unit. Any internal room configuration shown on the Plans is illustrative only, and is not binding on Declarant except that the structural support of the Building must be preserved.

Each Unit and the Common Elements shall have an easement for lateral and subjacent support from every other Unit and the Common Elements, and shall have the easement for encroachments established under Section 1602-114 of the Condominium Act.

Subject to such security and card/keypad access restrictions as the Association may establish from time to time, each Unit has a perpetual right of ingress and egress: to such Unit; to emergency egress areas, and

stairs; and to the Limited Common Elements which are appurtenant to such Unit, all of which rights shall automatically transfer with a transfer of title to the Unit. Any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an interest in the Common Elements shall be void unless the Unit to which that Common Element interest is allocated is also transferred.

If any Unit components or any Common Elements, including without limitation as utility, heating, ventilation, fuel, life safety and sprinkler systems, electrical, telecommunications and data wiring, equipment, ducts, chases and the like which service other Units or the Common Elements extend into or are accessible only through another Unit, then such other Unit is subject to an easement for reasonable access upon prior notice except in an emergency but the other Unit may relocate such items or alter the access at its expense so long as the functionality of such items or access are maintained and any disruption of the use of such items or access is minimized.

Subject to the foregoing provisions, the general boundaries of each Unit created and each Unit that may be created under this Declaration are generally shown on the Plat and Plans, and consist of:

(a) *Horizontal Boundary*: The upper and lower boundaries of each Unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

1. *Upper Boundaries*: The lowest level planes at the lowermost surfaces of: the upper side of any gypsum board or acoustical tiles of the ceiling and any other materials constituting any part of the finished ceiling surfaces; if there is no finished ceiling, then upper boundary is the lowermost surfaces of the floor joists and structural members supporting each Unit and/or Common Elements above; or if there is no floor above, the lowermost surfaces of surfaces of rafters and structural members supporting the roof above, extending to the intersection with the vertical boundaries.

2. *Lower Boundary*: The horizontal plane at the upper surface of the undecorated upper surface of the sub-floor or of any concrete or masonry floor slab extending to the intersection with the vertical boundaries.

The subsequent alteration of the Property, such as to add an acoustical tile ceiling, shall not alter the initial Unit boundaries hereunder.

(b) *Vertical Boundaries*: The vertical boundaries of each Unit shall be the vertical planes at the interior surfaces of exterior masonry walls or the stud line at the exterior or outer-most surface of the gypsum-board, sheetrock or other wall materials forming its exterior or common walls, extended to the intersections with each other and with the horizontal boundaries.

(c) *Interior Finishes*. A Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, acoustical tiles, grids and supports, finished flooring, carpeting and any other materials constituting any part of the finished surfaces thereon located within the boundaries of the Unit.

(d) *Interior Space/Other*. All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit except as otherwise provided herein.

(e) *Relocation and Subdivision*. Relocation of boundaries between Units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act. The subdivision of Units is permitted as provided below in subparagraph D.

D. Subdivision or Relocation of Unit Boundaries. Subject to applicable provisions of this Declaration or law and environmental, subdivision and land-use ordinances and regulations the

subdivision of Units and/or relocation of boundaries between Units will be permitted at the expense of the Unit Owners of the Unit or Units to be so subdivided and the boundaries of which are to be so relocated, upon the prior written approval of the Association and subject to compliance with the provisions therefor set forth in Section 1602-113 and Section 1602-112 of the Act. The subdivision of an original Unit created hereby into multiple Units or into Common Areas shall not alter the Unit boundaries except through the exercise of the rights otherwise established herein.

E. Alteration of Partitions. Subject to applicable provisions of law, ordinances, and land-use regulations, a Unit Owner may, after acquiring a horizontally or vertically adjoining Unit or adjoining part of an adjoining Unit, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if such acts do not impair the structural integrity or mechanical systems of the Buildings in which such Units are located or lessen the support of any portion of the Property. Removal of partitions or creation of apertures under this subparagraph is not an alteration of boundaries.

F. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units shall be maintained and repaired by each Unit Owner and the Common Elements shall be maintained and repaired by the Association except that if damages are inflicted to any Common Elements, the Unit Owner responsible for the damage is liable for the prompt repair thereof, all in accordance with the provisions of Section 1603-107(a) of the Act, except as may be expressly set forth to the contrary in this Declaration.

ARTICLE IV: COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. Common Elements. The Common Elements are all parts of the Property other than the Units. The term "Common Elements" includes:

- i. The land, parking areas and drives together with the benefit of and subject to all the accompanying rights and easements described in Schedule A;
- ii. The Chapel located in the Motherhouse building;
- iii. Elevators, hallways, vestibules, and stairways serving or providing access to more than one Unit or serving or providing access to the Common Element chapel;
- iv. All utility, heating, air conditioning and ventilating, drainage, and life safety system chases, lines, pipes, conduits, ducts, transmission wires, distribution boxes, utility and lines, pipes, conduits and equipment which serve more than one Unit (excepting lines and equipment owned by public and municipal utilities, or which service only a single Unit and are defined as a part of the Unit above), utility chase areas, roof drains, and all fire sprinklers and alarms and life safety and security access systems; and
- v. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

B. Allocation of Limited Common Elements. A description, including the location and dimensions of all Limited Common Elements other than portions of the Property described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Act, and the identifications of the Unit or Units to which the Limited Common Elements are hereby allocated are set forth in or shown on the Plats or Plans and/or described herein. The allocation of Limited Common Elements to the Units cannot be altered except with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements, and in compliance with the provisions of Section 1602-108(b) of the Act. Limited Common Elements other than those described in Sections 1602-102(2) and (4) of the Act consist of the following:

- i. All utility, heating, air conditioning and ventilating equipment, controls, chases, lines, pipes, wires, distribution boxes, ducts, conduits and related accessories if any located outside of a Unit's boundaries (excepting lines and equipment owned by public and municipal utilities) which are not a defined part of a Unit but designed to serve one or more but less than all Units are Limited Common Elements allocated exclusively to such Unit(s);
- ii. The areas shown and designated as Limited Common Elements on the Plans, including without limitation the Limited Common Element parking spaces and areas as set forth below:

To Unit 1, ___ assigned Limited Common Element parking spaces as shown on the Plat consisting of P-#__ through P-#__; and

To Unit 2, ___ assigned Limited Common Element parking spaces as shown on the Plat consisting of P-#__ through P-#__; and

Generally all other parking spaces designated on the Floor Plans and/or Plat which are not assigned pursuant to the foregoing are Common Elements;

- iii. All doors, steps, stoops, thresholds and windows, including without limitation their glass, frames, hinges, locks, bolts, handles and sills and any other similar fixture which are not a defined part of a Unit but designed to serve one or more but less than all Units are Limited Common Elements allocated exclusively to such Unit(s);
- iv. The elevators and related controls, equipment, structures, shafts, car and controls, and applicable security systems, if any, located in a Building including without limitation those designated as "LCE" on the Plat and/or Floor Plans are Limited Common Elements allocated exclusively to the Units located in the Building serviced;
- v. Any HVAC equipment, chimneys, vents and flues servicing a Unit or its Limited Common Elements, if any, which are not otherwise a defined part of the Unit;

- vi. The foundations, roofs, exterior walls, exterior windows, doors, fire escapes, chimneys, chase ways, sub-floors, utility lines and conduits, roof drains and all joists, rafters, structural and load bearing portions of the Motherhouse building and the tripled-based gilded cupola and gold Celtic cross thereof are limited common elements assigned to Unit 1 and the foundations, roofs, exterior walls, exterior windows, doors, fire escapes, chimneys, chase ways, sub-floors, utility lines and conduits, roof drains and all joists, rafters, structural and load bearing portions of the Smith House Building are limited common elements assigned to Unit 2; and for an additional Unit(s) created pursuant to the Development Rights reserved by Declarant under this Declaration, the foundations, roofs, exterior walls, exterior windows, doors, fire escapes, chimneys, chase ways, sub-floors, utility lines and conduits, roof drains and all joists, rafters, structural and load bearing portions of the building in which such additional Unit is located are limited common elements assigned to such Unit; and
- vii. the portions of the Property shown on the Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act.

C. Limited Common Elements to be Subsequently Allocated by Declarant. There is no real estate which may be subsequently allocated as Limited Common Elements, other than Limited Common Elements specified in Section 1602-102(2)-(4) of the Act or the Limited Common Elements already allocated, except that Declarant reserves the right to create additional Limited Common Elements as described herein. If Declarant creates Unit 3 and/or Unit 4 in the Condominium pursuant to the Development Rights reserved herein by Declarant, the portions of the new Building(s) that are not within the Unit boundaries, as defined herein, and that are not Common Elements, as defined herein, shall be Limited Common Elements allocated to the adjoining Unit. In addition, Declarant may allocate to Unit 3 or Unit 4, as Limited Common Elements, parking lot spaces shown on the Plats or Plans and not already allocated to specific units and such parking spaces are hereafter called "Assignable Limited Common Elements". Pursuant to Section 1602-105(a)(7) of the Act, the Declarant reserves the exclusive right to assign each Assignable Limited Common Element as a Limited Common Element for the exclusive use of the respective Unit Owner to whose Units such Assignable Limited Common Elements shall be assigned and become appurtenant. The Declarant may, without consent or action by the Unit Owners or any Mortgagee, allocate each Assignable Limited Common Element as a Limited Common Element pursuant to the provisions of the Section 1602-108 of the Act by causing appropriate amendments to this Declaration or to the Plats or Plans to be executed and recorded by Declarant, which amendments may be set forth in any Unit Deed to a Purchaser. The Declarant shall evidence the right to such an allocation either in the deed to the Unit to which such Assignable Limited Common Element shall appertain as a Limited Common Element or in writing recorded in the Cumberland County Registry of Deeds. After all Units have been sold by Declarant, the Association shall have the right to use or to assign any unallocated Assignable Limited Common Element pursuant to the provisions of Section 1602-108 of the Act.

D. Association Rights to Reserve Common Elements. "Reserved Common Elements" are those parts of the Common Elements (including the parking rights over the Secondary Parking Easement Area described in Schedule A and the "chapel") which the Executive Board may designate from time to time for use by less than all Unit Owners or by non-Unit Owners for specified periods of time. The Executive Board of the Association shall have the power in its discretion from time to time to grant revocable licenses in designated Reserved Common Elements and to establish a reasonable charge for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the

Common Elements.

E. Common Element Interest. The fraction of undivided interest in the Common Elements appurtenant to each Unit (the "Common Element Interest") is listed and allocated to each Unit in Schedule B. The Common Element Interest appurtenant to each Unit is a fraction determined as follows: The formula or method used to establish those allocations of votes and common expense liability and interest is as follows: The percentage of each Unit's Common Element Interest and Common Expense Liability is allocated by a formula represented by a fraction wherein the numerator is the number of interior square feet of each Unit located within a Building measured at the boundaries with the Common Element as shown on the Plans, and the denominator is the total such square footage of all the Units subject to rounding in order to permit ease of administration, provided however that the percentage stated in Schedule B (as it may be amended) shall control in any event. Such square footage measurements may differ from leasing square footage calculations.

In the event a Unit is subsequently divided, a Unit is converted to Common Elements or is withdrawn, or Common Elements are converted to Units or if additional Units are added to the Condominium, then the percentages of all Units shall be allocated and re-determined based on such resulting interior floor areas of the Units.

F. Common Elements to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Element Interest, whether or not expressly referred to in the instrument effecting such transfer. Except as otherwise provided by law or this Declaration, the Common Element Interests and the fee titles to the respective Units conveyed therewith shall not be separately conveyed, transferred, alienated or encumbered and each of said Common Element Interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the Unit.

G. Partition or Division of Common Elements. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, unless otherwise provided by law and permitted by this Declaration.

H. Amendment of Interest in Common Elements. Except with respect to the subdivision or conversion of Units as provided in Article III(D), or as otherwise provided in the Act, the Common Element Interest appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except by the recording of an amendment to this Declaration, duly executed by all of the Unit Owners and all of the holders of record of any first Mortgage liens upon the Units.

I. Use of Common Elements. Except as their use may otherwise be limited by this Declaration or the By-Laws or otherwise by the Executive Board pursuant to its powers, each Unit Owner, tenant and occupant of a Unit, and the family members and guests of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members and guests, in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

(1) The parking spaces are provided for the parking of private motor vehicles and shall not be used for the parking of commercial vehicles, trailers, motor homes, or trucks with a gross weight of over 6,000 pounds except with the prior written approval of the Executive Board. Parking of permitted motor

vehicles by Unit Owners and guests shall be only in any Limited Common Elements or other areas designated as spaces for parking. No unattended vehicles shall at any time be left in such a manner as to impede the passage of traffic or to impair access to parking areas. Parking areas and Common Elements shall at all times be kept free of unreasonable accumulations of debris or rubbish of any kind and no junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.

(2) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element without the prior written approval of the Executive Board. The foregoing provisions of this subparagraph shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(3) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Executive Board. The Common Elements shall be kept clean and free of debris.

(4) The Executive Board, the Association, any Unit Owner and the Declarant shall not be considered a bailee, however, of any personal property stored on the Common Elements (including vehicles parked on the Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for parking purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

J. Alteration to Common Elements by Unit Owner. A Unit Owner may make improvements and alterations to the interior of his Unit but no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems of the Buildings, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property. No Unit Owner shall impair any easement or hereditament therein without the unanimous consent of the Unit Owners affected thereby. No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including the Limited Common Elements) or paint or otherwise change the exterior appearance of his Unit or any other portion of the Condominium without the prior written approval of the Association acting by the Executive Board, which approval will not be unreasonably withheld. Subject to this Declaration, the Bylaws and the Rules and Regulations of the Association as amended from time to time, a Unit Owner may make nonstructural improvements and alterations within the interior of the Unit in compliance with all applicable governmental requirements and in a good and workmanlike manner, but using reasonable efforts to mitigate disturbance to other Units, even if increased costs result. Any expenses of Americans with Disabilities Act, Maine Human Rights Act, life safety code, building code or other governmental compliance required as a result of such improvements shall be borne by the Unit Owner, even if the required improvements are to be made to the Common Elements but such work shall be subject to approval by the Board of Directors.

The Association shall have the right to require that: (i) copies of the plans and specifications and evidence of compliance with all governmental requirements be submitted to the Board of Directors prior to commencing any work within the interior of the Unit and (ii) to approve all work that takes place in or affects Common Elements upon such terms and conditions as the Board may reasonably require, including without limitation the submission of plans, specifications and permits, evidence of insurance for

all contractors, peer review of plans and specifications performed by professionals engaged the Board and the reasonable mitigation of the impact of such construction on other occupants of the Property. The Board may regulate and grant temporary licenses for construction parking, dumpsters and storage of construction materials and waste and other similar activities on the Property and adjacent public areas.

No Unit Owner may make any improvements or alterations or do any work whatsoever which would materially impair the structural integrity or mechanical systems or the walls separating Units, impair life safety or sprinkler systems of the building, lessen the support of any portion of the Condominium, or jeopardize the soundness, noise control components or safety of the Property, all without prior Board consent. All work shall reasonably mitigate any disturbance on other occupants of the Property even if additional costs would result.

All Unit Owner work shall be completed promptly and in a good and workmanlike manner and shall be performed in such a manner that no mechanics, materialmen or other similar liens shall attach to the Property. No Unit Owner shall permit, suffer or authorize any such liens or other claims to be asserted against the Association, other Units or the Common Elements, other than the allocated interest in the Common Elements appurtenant to a Unit. At the completion of all work each Unit Owner shall obtain waivers of mechanics and materialmen's liens from all persons performing work on or furnishing material and upon request provide the Association with copies.

No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including without limitation the Limited Common Elements, except for rights to alter Limited Common Element signage as provided in this Declaration) or paint or otherwise change the exterior appearance of the Unit in violation of this Declaration (including, but not limited to, signage or the exterior surfaces of doors or windows leading to a Common Element or a Limited Common Element) or any other portion of the Condominium, without first obtaining: (i) the prior written approval of the Board of Directors of the Association, which shall not be unreasonably withheld, but the applicant shall comply with such standards of general application as may then be established in the Rules and Regulations; and no such approval is required for improvements made pursuant to the exercise of Special Declarant and Development Rights or to change signage located in signage Limited Common Areas, (ii) all required approvals from the City of Portland and the Maine Department of Public Safety including any approvals required under the City of Portland's Historic Preservation Ordinance, if applicable, and Building-Life Safety Codes.

K. Limited Common Elements and Expense. The Association shall maintain, repair and replace all Limited Common Elements except as may otherwise be provided in this Declaration and shall assess except as otherwise provided herein as a Common Expense the Common Expenses associated with the maintenance, repair or replacement of such Limited Common Elements. The Association shall also have the right to assess an individual Unit for Common Expenses associated with said purposes applicable to such Unit if the Common Expenses shall be incurred due to the negligence, neglect or misconduct of the Owner of such Unit. Maintenance and repair of any shared mechanical equipment will be assessed as a Limited Common Expense against the unit or units benefited.

L. Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair and replacement (unless, in the opinion of the Executive Board such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements (including the Limited Common Elements) whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense except as otherwise provided in Article IV(K). Except as otherwise provided in this paragraph, the Association shall be responsible for the maintenance (including but not limited to (i) minimum annual and as needed inspection and maintenance of all drainage facilities; (ii) snow and ice removal; (iii) repair and replacement (unless, such expense was

necessitated by the negligence, misuse or neglect of a Unit Owner)) of all of the Common Elements whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense. The maintenance, repair and replacement of Common Elements located within a Unit, or for which the Unit Owner is otherwise responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units shall be furnished by the Association as part of the Common Expenses except as provided in Article IV(J) and/or in Article VI(B). The maintenance, repair and replacement of Common Elements located within a Unit, or for which the Unit Owner is otherwise responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units shall be furnished by the Association as part of the Common Expenses except as provided in Article IV(K).

M. Maintenance of Unit. Each Unit Owner shall keep and maintain his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. No Unit Owner shall sweep or throw, or permit to be swept or thrown, from his Unit any dirt, debris or other substance. In addition, each unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible.

N. Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his Unit for the expense of maintenance, repair or replacement of any damage to the Common Elements or to another Unit caused by such Unit Owner's act, neglect or carelessness or by that of any member of such Unit Owner's family, or such Unit Owner's guest or tenants, or their pets. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

O. Maintenance, Owner Self-Help. If the Association fails to comply with its obligation to maintain, replace or repair any part of the Condominium as specified in this Declaration, within a reasonable time after the owner of a Unit requests that such required maintenance, replacement or repair be performed by the Association, then such Unit owner shall have the right to perform the required maintenance, replacement or repair, provided that no work done by a Unit Owner shall impair or jeopardize the structural integrity of the Building or any part of the Condominium. Any Unit Owner may at any time commission an engineer's report regarding the necessity or advisability of such maintenance, replacement or repair, and may present that report to the Association. If the Unit Owner has performed such maintenance, replacement or repair pursuant to this paragraph, the Unit Owner may seek reimbursement from the Association as a Common Expense for any portion of any expense so incurred by the Unit Owner, the cost of which would not have been allocated to such Unit Owner. If, after a reasonable time, a Unit Owner is not satisfied with or disagrees with the Association's response, such Unit Owner may submit the dispute, including, without limitation, any request for reimbursement of expenses, if applicable, to arbitration in accordance with the terms of this Article VII(B). The expenses of such arbitration shall be a Common Expense. If the arbitrator finds in favor of the Unit Owner that commissioned the engineering report, the expense of such report shall be a Common Expense. Otherwise, such expense shall be borne by said Unit Owner.

ARTICLE V: SPECIAL DECLARANT RIGHTS

A. Development Rights. Declarant shall have and hereby reserves the Development Rights: (i) to create up to 2 additional or new units on the Property and associated Common Elements and Limited Common Elements, such Units to be located on the Property described in Schedule A to the Declaration and with Units 3 and 4 to be substantially as shown on the Plats and Plans, with any changes thereto as may be approved by the City of Portland Planning Board; and (ii) to create Common Elements and/or Limited Common Elements (including the parking spaces and drives as shown on the Plats and Plans, as the same may be modified from time to time with the approval of the Portland Planning Board, and shared mechanical equipment and rooms) in connection with the additional or new units described hereinabove, with the Units, Common Elements and Limited Common Elements for Units 3 and 4 to be substantially as shown on the Plats and Plan with any changes thereto as may be approved by the City of Portland Planning Board and the related additional parking spaces, driveways and shared mechanical equipment and rooms to be substantially as may be hereafter approved by the Portland Planning Board. The other Units may be declared and built as separate phases, not necessarily in numerical order, and such Development Rights may be exercised with respect to different parcels of the real estate at different times, and no assurances are made in regard to the fixing of the boundaries of those portions and regulating the order in which those portion may be subjected to the exercise of each Development Right, and if any Development Right is exercised in any portion of the real estate subject to that Development Right, that Development Right need not be exercised in all or in any other portion of the remainder of the real estate. Any improvements to future Units, Limited Common Elements and Common Elements created under this Section A including the Buildings, appurtenances, and improvement need not be consistent with the initial Buildings or the initial architectural style, layout and principal materials but shall be constructed substantially consistent with all approvals of the Portland Planning Board.

To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment may include a Condominium Plat and Plans as required by the Condominium Act to the extent not previously recorded and the establishment of said cross easements. Said amendment shall become effective upon recording, without need for the consent of any other person except as otherwise specifically provided herein. Upon the alteration, conversion or addition of such Units to the Condominium, the Allocated Interests of all Units shall be reallocated in accordance with this Declaration and Schedule B shall be amended accordingly. Upon the addition of a Unit, the Declarant may create and assign additional Limited Common Elements appurtenant to a Unit.

The exercise of Development Rights shall be subject to the following restrictions: (a) no changes shall be made by the Declarant or any other person, unless any applicable approvals are obtained pursuant to the City of Portland's and State of Maine's statutes, laws, ordinances and rules to the extent applicable; and (b) any construction shall be at the sole expense of the Declarant and such construction shall reasonably minimize any disruption to the other Units during business hours in a manner consistent with the exercise of such rights, even if extra costs would result.

B. Condominium Association and Executive Board Access. Declarant reserves in favor of itself, the Association and its Executive Board, officers, agents and employees, any managing agent and every other person authorized by the Executive Board the irrevocable right and easement to have access to each Unit as provided in Section 1603-107(a) of the Act as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for the public safety or to prevent damage to any other Unit or Units, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time. The Association

and its Executive Board shall have the right to grant to third parties permits, licenses and easements over and through the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

C. Declarant's Easement for Marketing. The Declarant reserves the right with respect to its marketing of Units to use the Common Elements and Limited Common Elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of Units, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices for this and other projects or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs and lighting as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces to sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect temporary offices on the Common Elements for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all Units to Purchasers.

D. Declarant's Easements for Construction. The Declarant reserves the easement, right and privilege without let or hindrance with respect to the creation of the Units, Common Elements, Limited Common Elements, the Development Rights specified in Paragraph A hereinabove and other improvements of the Condominium, to go upon any and all of the Property except for Units conveyed to Purchaser for purposes of construction, reconstruction, maintenance, repair, renovation, replacement, improvement or correction of the Units and Common Elements and for completion of the improvements indicated on the Plats and Plans. Furthermore, the Declarant reserves an easement in the Units and Common Elements pursuant to Section 1602-116 of the Act for the purpose of discharging Declarant's obligations and exercising the Special Declarant rights reserved pursuant to this Declaration. These easements shall continue until all Units in the Condominium are conveyed by Declarant.

E. Declarant's Right to Connect With Utilities. The Declarant further reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property, provided that Declarant shall be responsible for the cost of service so used, and to use the Common Elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in the completion of the Units and Common Elements. This easement shall continue until the Declarant has conveyed all Units.

F. Declarant's Right to Grant Easements. The Declarant shall have the right, until the Declarant has conveyed all Units to Purchasers, to grant and reserve easements and rights of way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the liens and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Paragraph shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, elevators, telephone wires and equipment, air conditioning, heating systems, ventilation systems, electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements.

G. Alteration of Common Elements by Declarant. The Declarant reserves the right (but shall have no obligation) to modify, alter, remove or improve defective, obsolete or nonfunctional portions of the Common Elements, including without limitation any equipment, fixtures and appurtenances when in the Declarant's judgment it is necessary or desirable to do so, until all Units have been conveyed to Purchasers.

H. Transfer of Special Declarant Rights; Termination and Surrender. Declarant reserves the right to transfer from time to time to any one or more transferees any or all reserved Special Declarant Rights in accordance with Section 1603-104 of the Act. Notwithstanding any other provisions in this Declaration, this Article may not be amended without the prior written consent of the Declarant. Notwithstanding the foregoing, Declarant may surrender or terminate any rights reserved under this Article at any time by recording an instrument so providing in the Cumberland County Registry of Deeds.

I. Time. The Development Rights and Special Declarant Rights may be exercised at any time within 50 years after the date of this Declaration.

ARTICLE VI: ASSESSMENTS FOR COMMON EXPENSES

A. Common Expense Liability. Except as provided in Article IV(K), Article IV(L), and Article VI(B), the Common Expense Liability (which is the allocation to each Unit or Unit Owner of the respective liability of each Unit Owner for Common Expenses) allocated to each Unit is a fraction of the Common Expenses assessed against all of the Units that is equal to the Common Element Interest appurtenant to the respective Unit as set forth in Schedule B.

B. Allocation of Assessments of Common Expenses. The total amount of Common Expenses shall be assessed against the Units in the following proportions: (1) the Common Expenses that are not Limited Common Expenses shall be assessed against all of the Units in proportion to the relative Common Expense Liabilities of all the Units; (2) the Limited Common Expenses shall be assessed solely against each Unit benefited except as otherwise provided in this Declaration; except as provided in Article IV(K) and Article IV(L), if a Limited Common Expense benefits more than a single Unit, that Limited Common Expense shall be assessed solely against each Unit benefited equally against the Units to which Limited Common Elements are assigned or appurtenant; (3) assessments to pay a judgment against the Association shall be made as a Limited Common Expense against the Units included in the Condominium at the time such judgment was entered; (4) any utilities which are or are made by Declarant to be separately metered shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for utilities consumed or used in his Unit; any utilities which are not separately metered shall be paid by the Executive Board as a Common Expense.

The Declarant shall not be liable for any assessments for any Units until after the later to occur of the first conveyance of a Unit to a third person other than an affiliate of the Declarant or the first Common Expense assessment by the Association. Assessments for Common Expenses shall commence on the first day of the first month following the date of the first conveyance of a Unit to a person other than the Declarant.

C. Payment Obligations. Each Unit Owner shall pay to the Association or its authorized representative on the first day of each month, or on such other date that the Association may determine in writing, one-twelfth of the Common Expenses including Limited Common Expenses assessed on an annual basis against his Unit in the proportions required in Paragraph B of this Article in accordance with the By-Laws and subject to Section 1603-103(c) of the Act. If for any reason the Association shall revise

the annual budget of the Association in accordance with the By-Laws and subject to Section 1603-103(c) of the Act whereby the Common Expenses or any component thereof may be increased, thence commencing on the first day of the first month subsequent to the adoption of such revised budget each Unit Owner shall pay to the Association or its authorized representative one-twelfth of any such revised annual Common Expenses including Limited Common Expenses assessed against his Unit in the proportions required in Paragraph B of this Article.

D. Interest; Acceleration. In the event of a default by any Unit Owner in paying any sum assessed against his Unit which continues for a period in excess of thirty (30) days, interest at a rate of interest to be established annually by the Executive Board which shall not exceed the lower of the maximum interest rate allowed by law which may be charged by the Association at such time or eighteen percent per annum shall be imposed on the principal amount unpaid from the date when due until paid. If the Executive Board shall fail to set such rate, it shall be deemed to have been set at the rate of Eighteen Percent (18%) per annum. The Association shall have the right to establish and impose charges for late payment of assessments. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated at the option of the Executive Board, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner by the Executive Board or its representatives.

E. Lien for Assessments. The total annual assessment levied against each Unit for Common Expenses including Limited Common Expenses, revised Common Expenses including Limited Common Expenses, or any special assessment, and any other sums duly levied against the Unit pursuant to this Declaration, the By-Laws, or the Act and all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against the Unit in favor of the Association from the date upon which such assessment, special assessment or other sum such as interest becomes due as provided in Section 1603-116 of the Act. Such lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Association as to the full amount of the annual assessment, and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than ten (10) days after delivery to the Unit Owner of notice of such special assessment or levy. Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first Mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. §4561 and 18-A M.R.S.A. §2-201, et seq., as they or their equivalents may be amended or modified from time to time.

F. Enforcement. The lien for assessments described in Paragraph E of this Article may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in Section 1603-116(a) of the Act or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interests, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment. During the pendency of any such suit, the Unit Owner shall be required to pay a reasonable rental of the Unit for any period prior to the sale pursuant to any judgment or order of any Court having jurisdiction over such sale.

G. Exemption from Expenses by Waiver of Use of Common Elements or Unit Elements. No Unit Owner may exempt himself from Common Expense Liability with respect to the payment of

assessments for Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. The obligation to pay assessments for Common Expenses is absolute and unconditional and shall not be subject to set-offs or counterclaims.

H. Reduction of Expenses. All receipts from payments, fees or charges for the use, rental, operation, or allocation as a Reserved Common Element, of any and all Common Elements shall be applied first to reduce the Common Expense relating to the use of that Common Element giving rise to such Common Expense and any excess thereof shall be applied to Common Expenses generally.

I. Surplus Funds. If at the end of any fiscal year any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements to which such Common Expenses pertain shall exceed the amount required or actual Common Expenses and provision for Common Expenses and any payment of reserves for future Common Expenses, such excess shall be applied to the reserve fund unless credited by the Association to each Unit Owner in proportion to their respective Common Expense Liabilities to reduce until exhausted the next monthly installments due from Unit Owners. Similarly, any surplus funds of the Association not so applied to the reserve fund and remaining after payment of or provision for Limited Common Expenses after application to Common Expenses as provided in Paragraph H of this Article, shall be credited to the Owners of the Units giving rise to such Limited Common Expenses in the proportions provided in Paragraphs B and H of this Article to reduce until exhausted the next monthly installments of assessments for such respective Expenses due from such Unit Owners. Surplus funds shall not otherwise be paid or credited to Unit Owners.

J. Service Charges. The Association shall have the express power to separately charge a unit and the owner thereof for services rendered to that unit. Such charges shall be a lien on the unit with the same status as a lien for common expense assessment under this Declaration and By-Laws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien. Service charges shall include without limitation: (1) if a Unit Owner, members of his family, guests or tenants request the Association to perform repair and maintenance work on his Unit or damages the Common Elements or fails to perform maintenance and repair work required, the expense thereof as determined by the Executive Board or its designee may be assessed as a Service Charge; (2) fees, if any, which may be established by the Executive Board for use and maintenance of water, sewer, heat and/or other utility services; and (3) insurance premiums on permanent improvements to Units installed by Unit Owners and insured by the request of the Unit Owner with the Association's hazard insurance carrier.

K. Liability. In a voluntary conveyance, the Purchaser of a Unit shall be jointly and severally liable with the Seller for all unpaid common charges, assessments, service charges, interest and costs of collection up to the time of the grant or conveyance, although the Purchaser shall not be prevented from exercising any right to recover from the Seller the amounts paid for those assessments and common charges. A Purchaser or prospective purchaser under a purchase and sale contract for a Unit may obtain, upon request and the payment of such fee as may be established from time to time by the Executive Board, a statement from the Association setting forth the amount of unpaid common charges, assessments and service charges, interest and costs of collection against the unit as of the date of grant or conveyance and such other items required by the Act. The Purchaser shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the Seller before the statement date in excess of the amount set forth in the statement except interest and costs of collection accrued thereafter.

ARTICLE VII: UNIT OWNERS ASSOCIATION

A. Owners Association and Bylaws. Each Unit Owner shall be a member of the Association, a non-profit corporation organized under the laws of the State of Maine known as McAuley Place

Condominium Association. Membership shall be appurtenant to the Units, and the transfer of title to a Unit shall automatically transfer the membership appurtenant to that Unit to the transferee or transferees. A mortgage, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure. The Bylaws of the Association, which, except as otherwise provided for herein govern the operation and management of the Association, are attached hereto as Schedule C.

B. Disputes. The Association and any aggrieved Unit Owner shall have an appropriate right of action, together with any and all appropriate remedies under the Act, in law or equity, against any of the Unit owners or the Association for failure to comply with any provision of this Declaration or with any decision of the Association made pursuant thereto. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Article, except as hereinafter provided. Notwithstanding the rights of action described in the preceding two sentences, any dispute resulting in a deadlock among the Executive Board members or described in Article III or Article IV hereof shall be submitted to arbitration in accordance with the procedures set forth herein. In such cases, all of the members of the Executive Board shall, within thirty days after such deadlock occurs, attempt to agree upon a single arbitrator to settle the dispute. If the members are unable to agree on a single arbitrator within such thirty-day period, then the dispute shall be settled by a single arbitrator in accordance with the rules of the American Arbitration Association. The expenses of such arbitration shall be a Common Expense. All Unit Owners and the Association shall be bound by the arbitration decision, including, without limitation, any determination regarding the entitlement of a Unit owner to reimbursement of expenses incurred pursuant to Article IV(O). No other right of action shall arise with respect to a dispute arising out of an Executive Board deadlock or a dispute over maintenance, replacement or repair of all or any part of the Common Elements.

ARTICLE VIII: LIMITATION OF LIABILITY

A. Limited Liability of the Executive Board. No member of the Executive Board or officer of the Association, except to the extent of his or her willful misconduct or gross negligence: (1) shall be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place; (2) shall be liable to the Unit Owners as result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise; (3) shall have any personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties; (4) shall be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by guests in a Unit, or in or on the Common Elements or Limited Common Elements; (5) shall have any personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them; or (6) shall have any personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of the performance of their duties.

B. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board

member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Paragraph shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

C. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units identified to the Association, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

ARTICLE IX: EMINENT DOMAIN

A. Entire Unit. If any Unit shall be taken or condemned by any authority having the power of eminent domain, or if part of a Unit is taken or condemned by any authority having the power of eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award for such taking or condemnation shall be paid to the Unit Owner as compensation for his Unit and its Allocated Interest in the Common Elements, whether or not any Common Elements are taken or condemned. Upon such taking or condemnation, unless the decree provides otherwise, that Unit's entire Allocated Interests shall be automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units prior to the taking or condemnation, and the Association shall promptly prepare, execute and record as a Common Expense an amendment to this declaration reflecting such reallocation. Any remnant of a Unit remaining after part of a Unit is taken or condemned under this Article IX(A) shall thereafter be a Common Element.

B. Part of Unit. Except as otherwise provided in Paragraph A, if part of a Unit is taken or condemned by any authority having the power of eminent domain, any award therefor shall be paid to the Owner of such Unit as compensation for the reduction in value of the Unit and its Allocated Interest in the Common Elements, whether or not any Common Elements are taken or condemned. After such part of a Unit is taken or condemned: (1) That Unit's Allocated Interests shall be reduced in proportion to the reduction in relative value of the Unit as determined by the Executive Board; and (2) The portion of the Allocated Interests, Common Element Interest, Votes and Common Expense Liability which has been divested by virtue of the taking or condemnation from the partially-acquired Unit shall be automatically reallocated to such Unit and the remaining Units in proportion to the respective Allocated Interests appurtenant to each of the Units before the taking or condemnation, and the Association shall promptly prepare, execute and record as a Common Expense an amendment to this Declaration reflecting such reallocation, with the partially taken or condemned Unit participating in the reallocation on the basis of its reduced Allocated Interests.

C. Common Elements. If part of the Common Elements shall be taken or condemned by any authority having the power of eminent domain, the Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority,

and the portion of the award attributable to the Common Elements taken shall be paid to the Association for the use and benefit of the Unit Owners and their Mortgagees as their interests may appear. Each Unit Owner appoints the Association as attorney-in-fact for this purpose. Subject to the provisions of Article IX(D), the Association shall divide any portion of remaining Common Elements among the Unit Owners and their Mortgagees, in proportion to their respective interests in the Common Elements prior to such taking or condemnation, but the portion of the award attributable to the acquisition of any Limited Common Element shall be equally divided among the Owners of the Units to which such Limited Common Element was allocated at the time of such taking or condemnation. The Association shall promptly prepare, execute and record as a Common Expense an amendment to this Declaration reflecting such reallocation.

D. Decree, Prior Liens. The court decree shall be recorded. Notwithstanding anything to the contrary in this Article, lien holders on any Unit, Common Element or Limited Common Element, shall have a lien on any such awards in order of priority of their respective liens.

ARTICLE X: REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

A. Required Repair and Reconstruction. In the event of damage to or destruction of all or any part of the Property as a result of fire or other casualty, the Executive Board on behalf of the Association shall promptly arrange for and supervise the prompt repair, replacement and restoration thereof (including any damaged Units, service fixtures, service machinery and other apparatus initially installed therein by the Declarant, but not including any other furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units), substantially in accordance with this Declaration, Plats and Plans, the original elevation thereof and the original plans and specifications therefor unless (a) the Condominium is terminated, or (b) repair, replacement or restoration would be illegal under any state or local health, safety, land-use or environmental statute, code or ordinance, or (c) eighty percent (80%) of the Unit Owners vote not to repair, restore or replace the damaged or destroyed Property, and such decision is approved by every Owner of a Unit or Limited Common Element, which will not be repaired, replaced or restored, and by all Eligible Mortgage Holders of all Mortgages thereon.

B. Procedure for Reconstruction and Repair. If repair, replacement or restoration shall be required pursuant to Paragraph A of this Article: (1) Cost Estimates: The Executive Board shall promptly obtain reliable and detailed estimates of the cost of repairing and restoring such portion (including any damaged Units, fixtures, service machinery and other apparatus initially installed by Declarant, but not including any other furniture, furnishings, fixtures or equipment installed by the Unit Owner in the Unit) substantially in accordance with this Declaration, the Plats and Plans, the original elevation thereof and original building plans and specifications therefor unless other action or repair or replacement is approved by at least 80% of the Unit Owners and 51% of the Eligible Mortgage Holders; such costs may also include professional fees and premiums for such bonds as the Insurance Trustee may determine to be necessary; (2) Assessments: If the net proceeds of insurance, if any, are not sufficient to defray such estimated costs of reconstruction, repair and replacement, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds, and any such costs in excess of insurance proceeds and reserves shall be deemed a Common Expense and a special assessment therefor shall be levied by the Association; and (3) Construction Fund and Disbursement: The proceeds on insurance collected on account of the casualty, and the sums received by the Association from collections of assessments against Unit Owners pursuant to Paragraph B(2) of this Article on account of such casualty, shall constitute a construction fund which shall be held in trust by the Insurance Trustee or Association as provided in this Declaration and disbursed in payment of the costs of reconstruction and repair in the following manner: (a) if the estimated cost of reconstruction and repair is less than Two Hundred Thousand (\$200,000.00) Dollars,

then the construction fund shall be disbursed in appropriate progress payments, or upon order of the Executive Board; provided, however, that upon request of fifty percent (50%) of the Eligible Mortgage Holders (based upon one vote for each mortgage held) such funds shall be disbursed pursuant to subparagraph B(3)(b); (b) if the estimated cost of reconstruction and repair is Two Hundred Thousand (\$200,000.00) Dollars or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in the State of Maine employed by the Association (the "Architect") or Insurance Trustee to supervise such work and approved by such fifty percent (50%) of the Eligible Mortgage Holders, payment to be made from time to time as the work progresses; the Architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (i) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such Architect for the services and materials described; (iii) the cost as estimated by such Architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested; and (c) when the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing the Common Elements and thereafter to the cost of repairing the Units; and (d) the first monies disbursed in payment of the cost of reconstruction and repair shall be from any insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be distributed among all Unit Owners, Mortgage holders and lien holders, as their respective insurable interests may appear, in proportion to their respective Common Element Interests or the Common Element Interests to which their respective Mortgages are subject.

C. Damage or Destruction; No Repair or Replacement. If the entire Condominium is not repaired or replaced: (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged areas of the Common Elements to a condition compatible with the remainder of the Condominium as determined by the Executive Board or Architect; (2) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners and Mortgagees of those Units as their insurable interests appear and the Owners and Mortgagees of the Units to which those Limited Common Elements were assignable or allocated, as their insurable interests may appear; and (3) the remainder of the proceeds shall be distributed to all the Unit Owners and Mortgagees, as their insurable interest may appear, in proportion to their respective Common Element Interests or the Common Element Interests to which their respective Mortgagees are subject.

If the Unit Owners and their Mortgagees vote not to rebuild any unit, that Unit's entire Allocated Interests shall be automatically reallocated upon said vote as if the Unit had been condemned as provided in Article IX of this Declaration and the Association shall prepare, execute and record an amendment to this Declaration reflecting the reallocations. Notwithstanding any provisions of this Article to the contrary, Section 1602-118 of the Act governs the distribution of insurance proceeds if the Condominium is terminated.

ARTICLE XI: INSURANCE

A. General. No later than the date of the first conveyance of a Unit to a person other than the Declarant, the Association, shall obtain and maintain as a Common Expense, the policies of insurance described below to the extent such policies shall be reasonably available. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain as a substitution the most comparable insurance available. The Board of Directors is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible

Mortgage Holder and for each owner of any other interest in the Property, for purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 1603-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these purposes.

B. Property and Casualty Insurance for Units and Common Elements. The Association shall obtain and maintain in effect an "extended coverage" fire and casualty insurance policy covering the Units and Common Elements (including the Limited Common Elements) with vandalism, malicious mischief, windstorm, debris removal, cost of demolition and water damage endorsements, issued by an insurance company authorized to do business in the State of Maine, *excluding* the land, foundations and excavations and other similar items customarily excluded from property insurance policies, *excluding* risks customarily excluded from commercial property insurance policies as determined by the Board of Directors, and *excluding* furniture, furnishings, inventory, equipment and other personal property supplied or installed by Unit Owners. The policy shall cover the interests of and benefit as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear.

The Association's blanket or master insurance policy shall be in an amount equal to one hundred percent (100%) of the then current fair market value of such insured Units and Common Elements (exclusive of the land, excavations, foundations and other similar items customarily excluded from such coverage), without deduction for depreciation, which coverage may be "replacement cost" coverage if the Board of Directors determines such coverage is reasonably available. Such insurance policy may, at the option of the Board of Directors, contain such deductible and exclusions as the Board of Directors shall reasonably deem appropriate but the deductible not to exceed the lesser of \$10,000 or one (1) percent of the policy's face amount, unless approved by a majority vote of the Owners.

Unless otherwise established under Rules and Regulations adopted by the Board of Directors from time to time, a Unit Owner shall pay the expense of repair of damage to its Unit, to the Common Elements or to another Unit if caused by the neglect of the Unit Owner in the amount of the Association's insurance deductible (or such greater amount as may be established by the Rules and Regulations adopted by the Board of Directors from time to time); the Association shall not be responsible to such Unit Owner for the costs of such repair or damage. In the event of a casualty affecting both the Common Elements and Unit(s) the Board of Directors may allocate responsibility for the insurance deductible among the Common Elements and Unit(s).

Notwithstanding the foregoing, each Unit Owner shall procure "builder's risk" insurance coverage on a Unit while the Unit is undergoing construction or significant repairs and renovations such that the Unit is not otherwise covered by the Association's policy, and the Association shall have no responsibility for any design error, faulty workmanship or defective construction carried on by or at the request of a Unit Owner

Since the Common Elements are believed to have been originally constructed a number of years ago, the Association is not required to carry casualty insurance for the replacement or repair of the Common Elements to their exact prior state and the Board of Directors may limit the scope of insurance coverage to the market value of the Common Elements and limit repair or replacement to more modern materials and techniques based on available casualty insurance proceeds.

Such casualty insurance policy shall also include the following provisions:

(i) The following endorsements or their equivalent: (a) "no control," meaning that coverage shall not be

prejudiced by any act or neglect of any occupant or Unit Owner or their agents, when such act or neglect is not within the control of the insured, or the Unit Owners collectively, nor by any failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control; (b) "Construction Code Endorsement" or "increased cost of construction," (c) "agreed amount" or elimination of co-insurance clause; and (d) "inflation guard," when it can be obtained.

(ii) That any "no other insurance" clause shall expressly exclude individual Unit Owners' policies from its operation, so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;

(iii) The recognition of any Insurance Trust Agreement whereby the Board of Directors may designate in writing an Insurance Trustee to hold any insurance proceeds in trust for disbursement, as provided in Section C below; and

(iv) A standard "mortgagee clause" which shall: (a) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit, in their respective order and preference, whether or not named therein; (b) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Association or owners or any persons under any of them; and (c) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the mortgagee pay any premium thereon, and any contribution clause.

C. Casualty Losses, Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy described in Section B above shall be adjusted with the Association acting through its Board of Directors, but the insurance proceeds shall be payable to the Insurance Trustee designated for that purpose by the Board of Directors, if any, as provided in the Condominium Act and otherwise to the Association, and not to any Mortgagee.

The Insurance Trustee or the Association as applicable shall hold any insurance proceeds in trust for Unit Owners, Mortgagees and other lien holders as their interests may appear. The Board of Directors shall cause the Insurance Trustee or the Association to obtain a surety bond in 100% of the amount of the insurance proceeds for the faithful performance of the duties as insurance trustee before it shall be entitled to receive such proceeds. Subject to the provisions of this Article, the Bylaws and Section 1603-113(e) of the Condominium Act, the proceeds shall be disbursed first for the repair or restoration of the damage to the Common Elements. Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds, unless either (i) there is a surplus of proceeds after the damaged Units and Common Elements have been repaired or restored, or (ii) the decision has been made not to repair or restore the damage as provided in Section 1603-113(h) of the Condominium Act, or (iii) the Condominium is terminated in whole or part.

D. Liability Insurance. The Board of Directors shall obtain and maintain, as a Common Expense, comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Board of Directors member, the managing agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage, arising out of the maintenance, ownership or use of the Common Elements, and for any legal liability resulting from suits or actions

related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (b) hired and non-owned vehicle coverage; (c) a "severability of interest" endorsement, which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner; and (d) a broad form liability extension endorsement including "personal injury," contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than two million dollars (\$2,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

E. Additional Required Provisions. All insurance policies required to be carried by the Association under this Article shall in addition contain the following provisions or features:

- i. The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;
- ii. The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.
- iii. Each Unit Owner is an insured person under the policy with respect to liability arising out of the ownership of an undivided interest in the Common Elements or membership in the Association;
- iv. The insurer waives its right to subrogation under the policy against any Unit Owner, its principles, managers, officers, employees or directors or members of his household;
- v. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- vi. If at the time of a loss under the Association's policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

F. Other Insurance. The Board of Directors shall obtain and maintain as a Common Expense:

- (i) To the extent reasonably available, "directors' and officers" liability insurance, to satisfy the indemnification obligations of the Association;
- (ii) Workers' compensation insurance, if and to the extent necessary to meet the requirements of law;
- (iii) Flood insurance if any or all of the Property is located in a special flood hazard area equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the

appropriate national Flood Insurance Administration program. A blanket or master policy shall be obtained which includes a maximum deductible of one percent (1.00%) of the policy face amount; and

(iv) Such other insurance as the Board of Directors may determine, as may be requested by a majority of the Unit Owners (including, without limitation, "fidelity bond" or employee dishonesty coverage).

G. Memoranda and Cancellation. All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner or Mortgagee.

All such insurers issuing the policy may not cancel (including cancellation for non-payment of premium), substantially modify, or refuse to renew such policy or policies until twenty (20) days (10 days notice for non-payment of premiums) after notice of the proposed cancellation of non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

H. Separate Insurance Required to be Maintained by Owners. Each Unit Owner should obtain at its own expense, a condominium insurance policy for damage to its Unit not insured through the Association, and all personal property located in a Unit for its own benefit and for its personal liability, as well as upon any improvements made by him to its Unit under coverage normally called "improvements and betterments coverage;" provided, however, that no Unit Owner shall be entitled to exercise its right to acquire or maintain such insurance coverage which would decrease the amount which the Association on behalf of all Unit Owners may realize under any insurance policy maintained by the Association, or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner.

All such Unit Owner's policies must contain waivers of subrogation in favor of the Association.

The Association shall have no responsibility for ascertaining whether or not the Unit Owner maintains such insurance in effect.

Each Unit Owner shall notify the Board of Directors in writing of all structural improvements made by the Unit Owner to his Unit; provided, however, that this sentence shall not be construed as an authorization to Unit Owners to make structural improvements to Units otherwise than in accordance with this Declaration, the Bylaws and Rules and Regulations promulgated by the Board of Directors. Any premium increase caused by such improvements may be assessed to the Owner of the improved Unit. No Unit Owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any such improvements not so reported to the Board of Directors and not insured by the Association, unless otherwise consented to by vote of the Board of Directors.

At the request of the Association, any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium shall file a certificate or copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance but failure to request or provide such certificate or insurance copies shall not impair any terms of this Declaration.

ARTICLE XII: ADDITIONAL RESTRICTIONS ON USE, OCCUPANCY OR ALIENATION

A. Use and Occupancy Restrictions. Each Unit shall be occupied and used subject to the following restrictions: (1) Units 1 and 2 will be used solely for residential purposes, and (2) each Unit will be subject to reasonable rules and regulations as adopted by the Association from time to time. Nothing in this Declaration shall be construed to prohibit the Declarant from exercising any easements

and rights reserved by the Declarant pursuant to this Declaration for any purposes including promotional, marketing or display purposes, from using any appropriate portion of the Common Elements for exercising these reserved rights, settlement of sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

B. Leasing Restrictions. No Unit Owner shall lease a Unit other than on written form of lease requiring the lessee to comply with the Condominium Documents and rules and regulations of the Association. Each Unit Owner shall, promptly following the execution of any lease of a Unit, notify the Association in writing of the name of the tenant and the term of the lease and any options in the lease to renew, extend or purchase. The Declarant retains and reserves the right, without complying with the restrictions contained in the foregoing Paragraphs, to enter into leases with any persons for the occupancy of any of the Units owned by the Declarant during the period ending 30 years from the date of this Declaration, except that no lease will be entered for a term of less than 30 days. The Association shall promulgate no rule or regulation, or take any action, that shall or could unreasonably interfere with the use of any Unit as affordable rental housing, and if requested by lenders and investors of any Unit used or leased as affordable rental housing, the Association shall provide reasonable assurances as to its commitment set forth in this sentence.

C. Voluntary Resale of Units. The following provisions apply to the sales of Units by all Unit Owners other than the Declarant: No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a bona fide conveyance in fee of such Unit by the Owner. In a voluntary transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments and special assessments for Common Expenses made by the Executive Board against the latter up to the time of the recordation of grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any person who shall have entered into an agreement to purchase a Unit from a Unit Owner shall be entitled to a certificate from the Executive Board as provided by Section 1604-108(b) of the Act, and the grantee shall not be liable for, nor shall the Unit conveyed by subject to a lien for, any assessments or unpaid special assessments made by the Executive Board against the grantor for Common Expenses in excess of those disclosed on such certificate. All Unit Owners shall comply with Section 1604-108 of the Act. Except as provided in this Article, there are no other restrictions governing the voluntary transfer of a Unit.

D. Rules and Regulations. Each Unit, appurtenant Limited Common Elements and the Common Elements shall be subject to all restrictions contained in the Unit deed, this Declaration, the By-Laws of the Association, and any reasonable Rules and Regulations adopted by the Association from time to time, as amended from time to time, subject, however, to the provisions of Subsection B above. No rule or regulation may be adopted that (a) would impede or adversely affect the ability of the owner of Unit 1 from leasing to tenants in the ordinary course of business subject to the provisions of Section 42 of the Internal Revenue Code, or (b) conflict with any applicable provision of law, including, without limitation, all Fair Housing Act provisions..

ARTICLE XIII: APPLICABILITY; COMPLIANCE AND DEFAULT

A. Applicability. All present and future Owners and tenants, their guests, servants, agents and employees and any other person or persons that shall be permitted to use the Common Elements shall be subject to this Declaration, the By-Laws and to such rules and regulations as may be issued by the Executive Board of the Association from time to time to govern the conduct of its members and the use and occupancy of the Property. Ownership, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that said Owner, tenant or occupant has accepted and ratified this Declaration, the By-Laws and the rules and regulations of the Association and will comply with them.

The acceptance of a deed or conveyance (other than as security) or the entering into of a lease or the entering into of occupancy of any Unit (other than possession by a Mortgagee prior to either the completion of foreclosure or the acceptance of a deed to the Unit subject to the Mortgage held by such Mortgagee) shall signify that the provisions of this Declaration and the By-Laws, the rules and regulations of the Condominium and the decisions of the Executive Board are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

B. Compliance and Default. (1) Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Declaration, By-Laws and the rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time. The Executive Board shall have the power to adopt, amend and enforce compliance, subject to the limitations set forth in Article VII(D) hereof, with such reasonable rules and regulations relative to the operation, use and occupancy of the Units and the Common Elements consistent with the provisions of this Declaration and the Act, including, but not limited to the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Executive Board shall deem appropriate. Any such rules and regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Executive Board in accordance with the By-Laws. A copy of such rules and regulations and copies of any amendments thereto shall be delivered or mailed to each Owner or occupant of a Unit promptly after the adoption thereof. Failure of the Unit Owner to comply therewith shall entitle the Association or Unit Owners to the remedies provided in this Declaration and the Act, and also to the following relief, none of which remedies shall be exclusive of any other remedies: (1) Suits: Failure to comply with the terms of this Declaration, the By-Laws and the rules and regulations adopted pursuant thereto, as the same may be amended from time to time, shall entitle the Association or any aggrieved Unit Owner to sue for the recovery of damages or for injunctive relief, or both. Such relief shall not be exclusive of other remedies provided by law; (2) Costs and Attorney's Fees: In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Condominium Documents and rules and regulations adopted pursuant thereto, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees; provided, however, that no attorney's fees may be recovered against the Executive Board in any such action unless the court shall first expressly find that the Executive Board acted in bad faith. (3) No Waiver of Rights: The failure of the Declarant, or the Executive Board, or any Unit Owner to enforce any covenant, restriction or other provision of the Act, the Condominium Documents or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

C. Appeal and Hearing Procedure; Actions by Owners. No Unit Owner shall have the right to object, challenge, commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter adopted except after following such procedures as are established by the Executive Board by rule or regulation consistent with the provisions of this Paragraph. The Executive Board, or a committee as may be appointed by the Executive Board, shall hear appeals from Unit Owners or lessees of alleged violations of the Condominium Documents and rules and regulations of the Association. Unit Owners shall not have the right to appeal assessments for or collections of assessments for Common Expenses. The Executive Board or such committee shall hold a hearing on any such appeal within thirty (30) days after the receipt by the Executive Board of a formal notice of appeal from a Unit Owner or resident. A decision shall be issued in writing by the Executive Board within ten (10) days after the conclusion of the hearing. The Executive Board shall have the right to establish various rules and procedures governing the operation and administration of the appeal and hearing process and the enforcement of the Condominium Documents and rules and regulations. Unless the internal remedies provided by this Paragraph and such rules and regulations as may be promulgated by the Executive Board

shall be expressly waived by the Association or the Association fails or refuses to act, no action at law or in equity shall be commenced by any Unit Owner or resident until such internal remedy is pursued to exhaustion. Any action by a Unit Owner against any other Unit Owner or resident arising out of any term, covenant or condition contained in the Condominium Documents or any rule or regulation made pursuant thereto shall be subject to the same procedures. In hearings before the Executive Board or the committee designated by the Executive Board, all parties shall be entitled to be represented by counsel.

ARTICLE XIV: MORTGAGES OF UNITS; RIGHTS OF MORTGAGEES

A. Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with the Allocated Interests appurtenant to such Unit. Except as otherwise permitted by Section 1603-112 of the Act and subject to this Declaration, no Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Elements or any part thereof except his own Unit and the Limited Common Elements and Allocated Interests appurtenant to his Unit. A Unit Owner who mortgages his Unit shall notify the Executive Board in writing of the name and address of his Mortgagee(s) and shall file a conformed copy of the note and mortgage with the Executive Board; provided, however, that failure to do so shall not in any way affect the validity or enforceability of any mortgage.

B. Mortgage Foreclosure. Any Mortgagee of a Unit holding a recorded first mortgage on a Unit that obtains title to the Unit pursuant to the remedies provided in the Mortgage, or through a completed foreclosure of the Mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of such claims and liens for unpaid assessments for Common Expenses, interest and costs levied against such Unit which accrue prior to the acquisition of title to such Unit by the Mortgagee, other than the proportionate share of the Common Expenses which become due and payable from and after the date on which the Mortgagee shall acquire title to the Unit through a completed foreclosure of deed (or assignment) in lieu of foreclosure.

C. Notices to Eligible Mortgage Holder. The Association shall send written notice by prepaid United States mail to each Eligible Mortgage Holder at the address identified pursuant to Article XVII(C) of this Declaration of the following proposed actions either within a reasonable period prior to the taking of any such proposed actions or at the time that notice thereof is given to Unit Owners unless another time is specified herein: (1) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any unit in which there is a first Mortgage held by such Eligible Mortgage Holder; (2) notice of any default or delinquency in the payment of assessments for Common Expenses or any other charges owed by an Owner of a Unit subject to a Mortgage held of record by such an Eligible Mortgage Holder, or any other default in the performance or payment by such an Owner of a Unit of any obligation under this Declaration, the By-Laws or any rules and regulations of the Association, which delinquency or other default continues for a period of sixty (60) days, to the Eligible Mortgage Holder of the Mortgage to which such Owner's Unit is subject; (3) any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained under the Declaration or By-Laws by the Association; (4) the proposed use of any proceeds of Property Insurance required to be obtained and maintained by the Association pursuant to Section 1603-113, subsection (a) of the Act, for purposes other than repair or restoration of the damaged property; (5) the adoption by the Executive Board of any proposed budget under Section 1603, subsection (c) of the Act, the date of the meeting of Unit Owners scheduled to consider ratification of such proposed budget, and a summary of the proposed budget; (6) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Paragraph E of this Article; (7) the termination of the Condominium pursuant to Section 1602-118 of the Act and this Declaration; (8) a change in the Allocated Interests appurtenant to any Unit, a change in the boundaries of a Unit, or the subdivision of a Unit; (9) the merger or consolidation of the Condominium with another condominium; or (10) the conveyance or subjection to a

security interest of any portion of the Common Elements. Upon written request of any Eligible Mortgage Holder, the Association will provide an audited financial statement of the Association for the preceding fiscal year.

D. Mortgagee Approval Rights. For purposes of this Paragraph and the following subparagraphs, where approval by a stated percentage of Eligible Mortgage Holders is required, such approval shall be based upon one (1) vote for each Unit on which a mortgage is held. Any repair, replacement or restoration of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed as provided in this Declaration, unless other action is approved by at least fifty-one (51%) percent of Eligible Mortgage Holders. Any election to terminate the legal status of the Condominium pursuant to Section 1602-118 of the Act, and this Declaration after substantial destruction or a substantial taking in condemnation of the Condominium Property shall require the approval of at least fifty-one (51%) percent of all Eligible Mortgage Holders. Any abandonment or termination of the legal status of the Condominium pursuant to Section 1602-118 of the Act by act or omission for reasons other than said substantial destruction or taking shall require the prior written approval of at least fifty-one (51%) percent of Eligible Mortgage Holders of first Mortgages on Units. Any abandonment, partition, subdivision, encumbrance, sale or transfer of any of the Common Elements (except for grant easements for utilities or other public purposes consistent with the intended use of the Common Elements) by act or omission shall require the prior written approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders. With respect to amendments to the Condominium Documents other than amendments to the Condominium Documents or termination of the Condominium made as a result of destruction, damage, or condemnation as provided in this Article, the approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders shall be necessary to terminate the Condominium as provided hereinabove.

The written consent or approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders of Units affected by such amendments, shall be required to add or amend any material provisions of the Condominium Documents which establish, provide for, govern or regulate any of the following matters: (i) Voting; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable); (iv) insurance or fidelity bonds; (v) rights to use of the Common Elements; (vi) responsibility for maintenance and repair of the Common Elements of the Condominium; (vii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (viii) the interests in the Common Elements or Limited Common Elements; (ix) convertibility of Units into Common Elements or of Common Elements into Units; (x) leasing of Units; (xi) imposition of any restriction on a Unit Owner's right to sell, transfer, or otherwise convey his Unit; (xii) any proposed action described in Paragraph C(4), C(7), C(8), C(9) or C(10) of this Article; (xiii) a decision by the Association to establish self-management when professional management had previously been required by an Eligible Mortgagee; or (xiv) any provisions which are for the express benefit of Eligible Mortgage Holders. An addition or amendment to the Condominium Documents shall not be considered material if it is for the purpose of correcting technical errors.

An Eligible Mortgage Holder who receives a written request to approve any additions or amendments which do not constitute either a material change to the Condominium Documents or any amendment described in the preceding paragraph hereof and who does not deliver to the requesting party a negative response within thirty (30) days after the giving of notice shall be deemed to have approved such request in writing.

E. Voting and Other Rights of Eligible Mortgage Holders. In the event of any default by a Unit Owner in payment of assessments or performance of obligations pursuant to the Condominium Documents as more fully described in Paragraph C(2) of this Article, the Eligible Mortgage Holder of the

Mortgage on such Owner's Unit shall have the right but not the obligation to cure such default. In addition to, but not by way of limitation of, all rights granted to Eligible Mortgage Holders pursuant to this Declaration to cast the votes allocated to a Unit in lieu of the Unit Owner, any Eligible Mortgage Holder, or its representative, shall have the right to attend meetings of the Association and Executive Board of the purposes of discussing the matters described in Paragraphs C(4), C(5), C(7), C(8), C(9) and C(10). No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder pursuant to its Mortgage in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units, Common Elements, or both. Each Eligible Mortgage Holder shall be entitled to examine the financial records and books of account of the Association upon reasonable prior written notice to the Association.

F. Rights of First Refusal. Notwithstanding anything to the contrary elsewhere contained in this Declaration, the By-Laws or said rules and regulations, in the event that the Unit Owners in the future adopt any right of first refusal (which right may be adopted only by amending this Declaration) in the case of the sale of any Unit, such right of first refusal shall not affect, impair or apply to the right of any Mortgagee to: (1) foreclose or take title to the Unit pursuant to the remedies provided in the Mortgage, (2) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (3) sell or lease a Unit acquired by the procedures hereinabove set forth.

ARTICLE XV: AMENDMENT

Except in cases of amendments to this Declaration that may be unilaterally executed and recorded by the Association as described in Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-113(a) Reallocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-1117(a), Amendment of Declaration, of the Act and except in cases of amendments to this Declaration by certain Unit Owners, as described in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-1112(a), Relocation of Boundaries Between Adjoining Elements, 1602-1113(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1606-118(b), Termination of Condominium, of the Act, and except in cases of amendments to the Declaration that may be executed by the Declarant under Section 1602-109(f) Plats and Plans or under Section 1602-110, Exercise of Development Rights of the Act, and subject to the other provisions of this Declaration and of the Act, this Declaration, the Plats and Plans may be amended as follows:

A. Before Any Conveyance. Prior to the conveyance of any Unit by the Declarant to a Unit Owner other than as security for an obligation, the Declarant shall have the right to amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.

B. After First Conveyance. After the first conveyance of a Unit by a Declarant, the terms of the following subparagraphs shall apply to the amendment of this Declaration:

(1) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Executive Board in which a proposed amendment is considered, and shall be served upon all Unit Owners in the manner provided in Article XVII(a) for service of notices and upon Eligible Mortgage Holders in the manner identified in Article XVII(C).

(2) Resolution. An amendment may be proposed by either the Executive Board or by Unit Owners holding in the aggregate no less than 1/5th of the votes in the Association. No resolution of the Executive Board adopting a proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the By-Laws of the affirmative vote of at least 2/3rds in voting interest of the Unit Owners and then executed and recorded as provided in Paragraph B(5) of

this Article.

(3) Agreement. In the alternative, an amendment may be made by an agreement signed by the record Owners of the Units to which at least 2/3rds of the votes in the Association are allocated in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when recorded.

(4) Certain Amendments. Notwithstanding the foregoing provisions of this Article, except as otherwise permitted by the Act and provided in this Declaration, no amendment may increase the number of Units or change the boundaries of any Unit, the Allocated Interests allocated to a Unit, or the uses to which any Unit is restricted without the unanimous consent of the Unit Owners and the consent of the Eligible Mortgage Holders representing or holding mortgages on Units having at least 2/3rds of the votes in the Association. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant, or its successors or assigns shall join in the execution of such amendment.

(5) Execution and Recording. A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Executive Board designated for that purpose in the By-Laws. The amendment shall be effective when such certificate and copy of the amendment are recorded.

(6) Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one year after such amendment is recorded. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders at the address last furnished to the Executive Board, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

(7) No Amendment to Interfere with Use of Units as Affordable Rental Housing. Notwithstanding anything to the contrary contained in this Declaration, upon (i) the conveyance of any to a Maine limited partnership or other entity that intends to develop such unit as affordable rental housing, and (ii) the closing by such limited partnership or entity on construction and permanent financing, this Declaration shall not be amended in any manner that shall prevent or restrict the leasing of dwelling units within such unit to very low, and/or low and moderate income persons or families without the written consent of the owner of such Unit and its mortgagees, whether Eligible Mortgage Holders or not.

ARTICLE XVI: EASEMENTS AND LICENSES

A. Recorded Easements and Licenses. The recording data for recorded easements and licenses appurtenant to or included in the Condominium or by virtue of any reservation contained in this Declaration, are stated and set forth in Schedule A hereto.

B. Utilities, Pipes and Conduits. Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving his Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

C. Structural Support. Each Unit shall have an easement to the extent necessary for structural

and subjacent support over every other Unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural and lateral support in favor of every other Unit.

D. Ingress, Egress and Regress. Each Unit Owners shall have an easement, subject to any rules and regulations established by the Executive Board, in common with all other Unit Owners to use the entrances, exists, corridors and other Common Elements as a means of ingress, egress and regress to and from the Property and the adjoining public streets. The Executive Board shall not and cannot establish any rules and regulations depriving any Unit Owner of reasonable ingress, egress and regress to and from his Unit, the Property and Common Elements, and the adjoining public streets.

E. Encroachments. If any portion of the Common Elements or Limited Common Elements hereafter encroaches upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of any Building or Buildings in which they are located or otherwise than as a result of the purposeful or negligent act or omission of the Owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, a valid easement appurtenant to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that any Building shall be partially destroyed as a result of fire or other casualty or as a result of taking by the power of, or in the nature of, eminent domain or by an action or deed in lieu of condemnation, and then is rebuilt, encroachments of a portion or portions of the Common Elements or Limited Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units, Common Elements or Limited Common Elements for such encroachments and the maintenance thereof shall exist so long as the Building as so rebuilt shall stand.

F. Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited: (1) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, and other electrical installations which are Common Elements adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any Building or impair or structurally weaken any Building; (2) for driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit the bottom surface of floor joists above the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Elements adjacent to such unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any Building or impair or structurally weaken any Building; and (3) for the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements or Limited Common Elements on the date this Declaration is recorded.

G. Association's Rights. The Association shall have a reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The Association has a right of

access to each Unit for the purpose of making inspections or for the purpose of correcting any condition originating in this Unit or elsewhere and threatening another Unit or a Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, other Common Elements or units, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner, and provided further that judicial proceedings shall be instituted by the Association before any items of construction can be altered or demolished. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

H. Special Declarant Rights. The Association, Executive Board and others and Declarant, its successors and assigns have the easements specified in this Article of this Declaration entitled Special Declarant Rights.

ARTICLE XVII: NOTICES TO UNIT OWNERS BY ASSOCIATION

A. To Unit Owners. All notices, demands, bills, statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, or if such notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.

B. To the Association. All notices, demands, statements or other communications affecting the Condominium given by the Association shall be in writing and shall be deemed to have been duly given to the Association if delivered personally or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, or if there shall be no managing agent, then to the Secretary of the Association at the address of the Unit of which the Secretary is the record Unit Owner thereof.

C. Eligible Mortgage Holder. All notices, demands or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to this Declaration.

ARTICLE XVIII: TAXATION

A. Separate Taxation. If there is any Unit Owner other than the Declarant, each Unit and its Allocated Interests shall be deemed to be a separate tax parcel and shall be separately taxed and assessed by the City of Portland. Except to any extent required by law, neither the Buildings, the Property nor any of the Common Elements shall be deemed to be or assessed as a separate tax parcel.

B. Units Not Yet Separately Assessed. In the event that for any year real estate taxes assessed by the City of Portland are not separately taxed and assessed to each separate Unit Owner but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Element Liability.

ARTICLE XIX: TERMINATION OF CONDOMINIUM

The Condominium shall not be terminated except as provided in and subject to Section 1602-118 of the Act and by agreement of Unit Owners of Units to which at least eighty (80%) percent of the votes

in the Association are allocated and at least 80% of the votes of Eligible Mortgage Holders.

ARTICLE XX: MISCELLANEOUS

A. Interpretation; Conflict. In the event of any conflict or discrepancy between this Declaration, the By-laws and the Plats and Plans, this Declaration shall govern. If any provision of this Declaration, the By-Laws or the rules and regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the By-Laws and rules and regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby and all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof. The use of the singular number in this Declaration shall be deemed to include the plural, and the use of any one gender shall be deemed applicable to all genders. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur. Any dispute or disagreement between Unit Owners with respect to interpretation or application of this Declaration or the By-Laws or rules and regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

B. Remedies Cumulative. All rights, remedies and privileges granted to the Executive Board of a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party hereunder or by any instruments or documents incorporated herein by reference or at law or in equity.

IN WITNESS WHEREOF, Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company, by its Manager, hereunto duly authorized, has executed and delivered this Declaration as of the date first above written.

Signed, Sealed and Delivered
In the Presence of:

Sea Coast at Baxter Woods Associates, LLC

By: _____
John B. Wasileski, Its Manager

STATE OF MAINE
CUMBERLAND, ss.

Personally appeared the above-named John B. Wasileski, this __ day of _____, 2014 and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited liability company.

Notary Public/Attorney-at-Law

SCHEDULE A
MCAULEY PLACE CONDOMINIUM DECLARATION OF CONDOMINIUM

A certain lot or parcel of land situated on the easterly side of Stevens Avenue and the southerly side of Walton Street in the City of Portland, County of Cumberland, State of Maine, being Lot #5 as shown on

(hereinafter the "Subdivision Plan").

Together with and also hereby conveying for the benefit of the owners of each Unit in the Condominium, their respective heirs, successors and assigns, described below and for the benefit of the McAuley Place Condominium Association, its successors and assigns, and also excepting and reserving for the benefit of Declarant, its successors and assigns, as the owner of Lots 1, 3 and 4 as noted below, the following described perpetual rights and easements for the following described purposes across the portion of land of the Declarant, bounded and described as set forth below, which easements shall be appurtenant to and shall burden and run with the land described above in this Schedule A as described below:

1. Easement #1 (Shared Parking on Lot 1): The perpetual right and easement to use the parking spaces located on Lot #1, as shown on the Plan, for the parking of vehicles, in the area shown as Easement #1 on the Subdivision Plan, for the benefit of the Unit Owners, in common with the owners of Lot 1, Lot 3 and Lot 4, is hereby granted. This parking easement shall include shall include the right to park vehicles and to pass therefrom by foot to and from the land described in this Schedule A, provided, however that the owner of Lot 1 shall have priority over the land described in this Schedule A at all times that the school located on Lot 1 is in session and for all school related athletic and other events scheduled in advance by at least 7 days notice to the McAuley Place Condominium Association. The owners of Lot 1, Lot 3 and Lot 4 and the Association shall establish procedures for the scheduling of events and communication to all Lot and unit owners when events are scheduled that will affect use of such parking areas in order to avoid having multiple events scheduled for the same time that would impact use of such Easement 1 parking area. The owner of Lot 1 shall pay all costs of maintenance and repair of such Easement #1 area.

2. Easement #2 & Easement 3 (Access and utilities to and from Walton Street): The perpetual rights and

easements to use the area shown as Easement 2 and Easement 3 on the Subdivision Plan, for the benefit of Lots 1, 2, 3 and 4, in common with the land described in this Schedule A, is hereby reserved by Declarant, its successors and assigns, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement 2 and Easement 3, to pass and repass on foot and with vehicles at any and all times from Walton Street to Lots 1, 2, 3, 4 and 5 together with the right to enter from time to time within said areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such premises.

b. Utilities: Together with the perpetual right and easement, over Easement 2 and Easement 3, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such premises for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, crossarms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances together with the right at all times to make connection with all of said facilities to land adjoining the premises. Together with the right to maintain, relay, repair, inspect, operate, maintain, rebuild, replace and remove utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances, in all existing locations, even if not part of the areas shown as Easement 2 and Easement 3, of existing utilities lines, conduits, pipes, mains, poles and wires.

c. Drainage: Together with the perpetual right and easement, over Easement 2 and Easement 3, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the property described in Schedule A, and to flow and direct water into such areas.

d. Landscaping: Together with the perpetual right and easement, over Easement 2 and Easement 3, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

McAuley Place Condominium Association, as a Common Element Expense of the Unit Owners, shall pay all costs of maintenance and repair of such Easement #2 and Easement 3 area.

3. Easement #4 (Access from Stevens Avenue): The perpetual rights and easements to use the area shown as Easement 4 on the Subdivision Plan, for the benefit of Lots 1, 3 and 4, in common with Lot 5, is hereby reserved by Declarant, its successors and assigns, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement 4, to pass and repass on foot and with vehicles at any and all times together with the right to enter from time to time

within said areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such premises.

b. Utilities: Together with the perpetual right and easement, over Easement 4, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such premises for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, crossarms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances together with the right at all times to make connection with all of said facilities to land adjoining the premises.

c. Drainage: Together with the perpetual right and easement, over Easement 4, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the property described in Schedule A, and to flow and direct water into such areas.

d. Landscaping: Together with the perpetual right and easement, over Easement 4, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

f. Parking: Together with the perpetual right and easement to use the parking spaces for the parking of vehicles, in the parking spaces constructed by McAuley Place Condominium Association along the sides of the area shown as Easement 4 on the Subdivision Plan, for the benefit of Lot 1, in common with Lot 5, is hereby reserved. This parking easement shall include shall include the right to park vehicles and to pass therefrom by foot to and from Lot 1, provided, however that the McAuley Place Condominium Association shall have priority over Lot 1 except for school related athletic and other events scheduled in advance by at least 7 days notice to the McAuley Place Condominium Association. The owner of Lot 1 and the Association shall establish procedures for the scheduling of events and communication to all Lot and unit owners when events are scheduled that will affect use of such parking areas in order to avoid having multiple events scheduled for the same time that would impact use of such Easement 4 parking area.

McAuley Place Condominium Association, as a Common Element expense of the Unit Owners, shall pay all costs of maintenance and repair of such Easement #4 area.

4. Easement #5: The perpetual rights and easements to use the area shown as Easement 5 located on Lot 2 as shown on the Subdivision Plan, for the benefit of Lots 1, 3, 4 and 5, is hereby reserved by Declarant, its successors and assigns, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement 5, to pass and repass on foot and with vehicles, but with vehicles solely for maintenance and for emergency access purposes, at

any and all times together with the right to enter from time to time within said areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such premises.

b. Common Open Space: Together with the perpetual right and easement, over Easement 5, to use the common open space in Easement 5 for special events scheduled with the McAuley Place Condominium Association at least 7 days in advance.

c. Drainage: Together with the perpetual right and easement, over Easement 5, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the property described in Schedule A, and to flow and direct water into such areas.

d. Landscaping: Together with the perpetual right and easement, over Easement 5, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Parking: Notwithstanding the foregoing, the Owner of Units 1 and 2, shall have the right to park vehicles in the portion of Easement 5 on which parking spaces are designated.

McAuley Place Condominium Association, as a Common Element expense of the Unit Owners, shall pay all costs of maintenance and repair of such Easement #5 area.

5. Easement #6: The perpetual right and easement to use the area shown as Easement 6A located on Lot 4 as shown on the Subdivision Plan, for the benefit of Lots 1, 2, 3 and 5, in common with Lot 4, is hereby submitted to this Declaration for the benefit of the Unit Owners and is hereby reserved by Declarant, its successors and assigns, for the following described purposes:

a. Utilities: Together with the perpetual right and easement, over Easement 6A, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such premises for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, crossarms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances together with the right at all times to make connection with all of said facilities to land adjoining the premises.

b. Drainage: Together with the perpetual right and easement, over Easement 6A, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to Lots 1, 3 and 4, and to flow and direct water into such areas.

c. Landscaping: Together with the perpetual right and easement, over Easement 6A, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

d. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

The McAuley Place Condominium Association, as a Common Element expense of the Unit Owners, the owner of Lot 1, and the owner of Lot 4 shall each pay 1/3rd of all costs of maintenance and repair of such Easement #6A area.

6. Easement #7: The perpetual right and easement to use the area shown as Easement 7 located on Lot 4 as shown on the Subdivision Plan, for the benefit of the Land submitted to this Declaration, in common with Lots 1, 3, and 4, is hereby granted and reserved, for the following described purposes:

a. Drainage: Together with the perpetual right and easement, over Easement 7, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to Lots 1, 3 and 5, and to flow and direct water into such areas, together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

The McAuley Place Condominium Association, as a Common Expense of the Unit Owners, shall pay all costs of maintenance and repair of such Easement #7 area.

Notwithstanding the foregoing, the owner of Lot 4, its successors and assigns, shall have the right to relocate at its expense, all drainage facilities located in the Easement 7 area to another location, either on Lot 4 or elsewhere, provided that the same are replaced with comparable drainage facilities for the benefit of Lots 1, 3 and 5.

Easement #8: Declarant, its successors and assigns, except and reserve, for the benefit of Lots 1, 3 and 4, the perpetual right and easement to create physical connections between the Motherhouse located on the land submitted to this Declaration and buildings to be constructed on Lot 1, 3 and/or 4. Declarant, its successors and assigns, shall pay all costs of construction and maintenance of any such physical connections.

The premises described above as Lot 5 are subject to:

1. Rights and easements reserved and set forth in the deed from James P. Baxter to the Roman Catholic Bishop of Portland, dated March 10, 1908 and recorded in the Cumberland County Registry of Deeds, Book 821, Page 59.

2. Declarant, its successors and assigns, except and reserve, for the benefit of Declarant in gross and for the benefit of Lots #1, 3 and 4 shown on the Subdivision Plan, a non-exclusive easement, in common with the Unit owners and others, to access and use the chapel located in the Motherhouse

building located on Lot #5; the Association shall establish procedures for the scheduling of events in the chapel and for communication to all unit owners and to Declarant, its successors and assigns, when events are scheduled that will affect use of such chapel in order to avoid having multiple events scheduled for the same time that would impact use of such chapel. The Association may also establish reasonable times when the chapel is available for events and reasonable rules for use of and access to the chapel.

3. Rights and easements excepted and reserved by St. Joseph’s Hospital and Convent in its deed to _____, dated _____ and recorded in the Cumberland County Registry of Deeds, Book __, Page _____.

SCHEDULE B
MCAULEY PLACE CONDOMINIUM DECLARATION OF CONDOMINIUM

The unit numbers, fraction of ownership of Common Elements, fraction assessment of Common Element expense, and number of votes in the McAuley Place Condominium Association are as follows:

<u>Unit Number</u>	<u>Votes</u>	<u>Fraction or percentage of ownership of common elements and fraction assessment of Common Element expense</u>
1	1	_____%
2	1	_____%

The percentage of each Unit’s Common Element Interest and Common Expense Liability is allocated by a formula represented by a fraction wherein the numerator is the number of interior square feet of each Unit located within a Building measured at the boundaries with the Common Element as shown on the Plans, and the denominator is the total such square footage of all the Units subject to rounding in order to permit ease of administration, provided however that the percentage stated in Schedule B (as it may be amended) shall control in any event. Such square footage measurements may differ from leasing square footage calculations. If any additional Unit or Units are added to the Condominium, each Unit will have one vote and the fraction or percentage of ownership of common elements and fraction assessment of Common Element expense of each Unit will be revised in accordance with the formula set forth in this paragraph.

SCHEDULE C
MCAULEY PLACE CONDOMINIUM DECLARATION OF CONDOMINIUM

BYLAWS OF MCAULEY PLACE CONDOMINIUM ASSOCIATION

ARTICLE I: Name, Location, and Fiscal Year

Section 1. **Name**. The name of the corporation is McAuley Place Condominium Association (the "Corporation").

Section 2. **Location**. The principal office of the Corporation shall be located at 605 Stevens Avenue, Portland, Maine.

Section 3. **Fiscal Year**. The fiscal year of the Corporation shall, unless otherwise decided by the Board of Directors, ends December 31.

ARTICLE II: Purposes

Section 1. **Purposes**. The purposes of said Corporation are to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of certain property which will be submitted to the provisions of Maine Condominium Act, Title 33, Chapter 31, Section 1601-101 *et seq.* and to be known as McAuley Place Condominium Association and as such to own and acquire any real estate or interest or rights therein or appurtenances thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose.

ARTICLE III: Members

Section 1. Membership. The owner or owners of record from time to time of each unit of the Condominium, shall constitute one member of the Corporation, and each such member shall have the fraction of common interest, common expenses liabilities and voting rights in the Corporation that are set forth in the Declaration of McAuley Place Condominium, recorded in the Cumberland County Registry of Deeds, as it may be amended from time to time.

Section 2. Termination of Membership. The membership of each unit owner shall terminate when he ceases to be a unit owner, and upon the sale, transfer or other disposition of his ownership interest in the property his membership in the Corporation shall automatically be transferred to the new unit owner succeeding to such ownership interest.

Section 3. Meetings and Notice. Meetings of members shall be held at the Condominium in Portland, Maine. An annual meeting of the members shall be held on the first Tuesday in October in each year, commencing with October 1, 20__ at 7 p.m. Special meetings of the members may be called by the President, the Board of Directors or upon a petition signed by fifty (50) percent of the members. Written notice of any meeting shall be given to each member by the Secretary not less than ten (10) days nor more than thirty (30) days before the meeting by mailing it postage prepaid to the member's mailing address or to any other mailing address designated in writing by the member. The notice shall specify the time and place of the meeting and the items on the agenda.

Section 4. Quorum. A quorum for any meeting shall be constituted by persons entitled to cast 50 percent of the votes for election of the executive board, attending in person or represented by proxy.

ARTICLE IV: The Board of Directors

Section 1. Composition. The Board of Directors shall consist of four members. Two Directors shall be elected by the owner of Unit 1; and two Directors shall be elected by the owner of Unit 2.

Section 2. Election and Term. The directors, except as provided in Article III, Section 5 and Sections 7 and 8 of this Article, shall be elected at the annual meeting from among the members or spouses of members. The directors shall hold office until their successors have been elected.

Section 3. Powers. The business of the Corporation shall be managed by the Board of Directors which shall have and may exercise all the powers of the Corporation, except those powers reserved to the members by the Act or by these Bylaws. The Board shall have the power to engage a managing agent for the property and to fix the term, compensation and authority of the manager or managing agent which, initially, shall be the Declarant.

Section 4. Meetings of Directors. Meetings of the Board of Directors may be held at any time and place upon call by the President or by a majority of the Directors, reasonable notice thereof being given to each Director. Notice that a meeting has been called may be given by the President, Secretary or Assistant Secretary, if one is appointed, or by one of the Directors. Notice of any meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to such notice, whether before or after the time of such meeting, and shall be equivalent to the giving of such notice. Attendance of a Director at such meeting shall constitute a waiver of notice thereof, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because such meeting is not lawfully convened. Neither the business to be transacted at, nor the purpose of, any meeting of the

Board of Directors need be specified in the notice, or waiver of notice, of such meeting.

Section 5. Quorum and Voting. A majority of the directors then in office shall constitute a quorum. A majority of less than a quorum may, from time to time postpone to a new time or place any meeting and the adjourned meeting may be held without further notice. If a quorum exists, a majority of the directors present may take any action, except the removal of a director for cause which shall require a majority vote of all directors then in office.

Section 6. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent thereto is signed by all the directors. The Secretary shall file such written consent with the records of the meetings of the Board of Directors. Such consent shall be treated as a vote of the Board of Directors for all purposes.

Section 7. Vacancies. A vacancy in the Board of Directors shall be filled by the owner of the Unit that appointed the Director to hold office for the unexpired term of the director whose place is vacant and until his successor is elected.

Section 8. Removal. A director may be removed from office by a vote of all of the owner of the Unit or Units that elected such Director. A director may be removed for cause by a majority vote of all directors then in office.

Section 9. Compensation. Directors shall not receive compensation for their services except as provided by resolution of a majority of the members of the Corporation. Directors shall be reimbursed for any out-of-pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the Corporation.

Section 10. Delegation to Managing Agent. The Board of Directors may delegate to a managing agent all of the powers of the Board, except the responsibility of preparing the annual budget and any supplemental budgets and any powers requiring approval of any specified percentage of members.

ARTICLE V: Officers

Section 1. Designation and Qualification. The officers of the Corporation shall consist of a President, a Treasurer, a Secretary and such other officers as the Board of Directors may elect. The President and Treasurer shall be members, or spouses of members, or in the case of a unit owner which is a Corporation, partnership, trust or estate, a designated agent thereof. The Secretary need not be a member, but shall be a resident of Maine.

Section 2. Election and Term. All officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members and shall hold office until the first meeting of the Board of Directors following the next annual meeting of members and until their successors are elected.

Section 3. President. The President shall be a Director and shall be the chief executive officer of the Corporation. The President shall have general supervision and control of the business of the Corporation subject to the direction of the Board of Directors and shall also have such other powers and duties as the Board of Directors may decide. The President shall preside at all meetings of the members and at all meetings of the Board of Directors. If the President is absent from any meeting of the members or Board of Directors, the Treasurer shall preside at such meeting. The President shall prepare, execute, certify and record amendments to the Declaration on behalf of the Corporation.

Section 4. Treasurer. The Treasurer shall have, subject to the direction of the members or Board

of Directors, general charge of the financial affairs of the Corporation and shall keep full and accurate records thereof, which shall always be open to the inspection of any member or holder of a first mortgage on a unit. He shall render to the President and directors, at the regular meetings of the Board of Directors, or whenever they may require it, a statement of the accounts of his transactions as Treasurer and of the financial condition of the Corporation.

Section 5. Secretary. The Secretary shall record the proceedings of all meetings of the members and of the Board of Directors in books kept for that purpose. Record books of members' meetings shall be open at all reasonable times to the inspection of any member or holder of a first mortgage on a unit. The Secretary shall also keep the membership transfer books of the Corporation. He shall notify the members and the directors of all meetings in accordance with the Bylaws. If the Secretary is absent from any meeting of the members or the Board of Directors, a Temporary Secretary shall be chosen to exercise the duties of the Secretary at such meeting.

Section 6. Vacancies. A vacancy in any office may be filled by the Board of Directors by the election of a successor to hold office for the unexpired term of the officer whose place is vacant and until his successor is chosen and qualified.

Section 7. Removal. All officers may be removed from their respective offices by the Board of Directors.

Section 8. Resignation. Any officer may at any time resign his office by a resignation in writing delivered to the Corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 9. Compensation. The officers shall receive no compensation for their services unless expressly provided for in a resolution adopted by the majority of the members of the Corporation. The officers shall be reimbursed for out-of-pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the Corporation.

ARTICLE VI: Assessments

Section 1. Budget. The Board of Directors shall cause to be prepared an estimated annual budget for each fiscal year of the Corporation. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, snow removal, trash pickup and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate members on an individual or separate basis rather than a common basis). The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and limited common areas. The reserve fund shall be included in the budget and maintained out of regular assessments for common expenses. To the extent that the assessments and other cash income collected during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account in setting the budget and determining assessments for the current year so as to credit to such assessment any surplus from the preceding year or repay to said reserve fund any deficit from the preceding year.

Section 2. Payment. The estimated annual budget for each fiscal year shall be approved by the Board of Directors, and copies thereof shall be furnished to each member and eligible mortgage holder

within thirty (30) days of adoption, and in any event not later than 90 days after the beginning of such year. The Board shall set a date for a meeting of the members to consider ratification of the budget not less than fourteen (14) or more than thirty (30) days after mailing of the budget. Notice of said meeting shall accompany the budget. Unless at that meeting all members reject the budget, the budget is deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the members shall be continued until such time as the members ratify a subsequent budget proposed by the Board of Directors. On or before the first day of the next quarter and of each succeeding month or quarter of the year covered by the annual budget, each member shall pay, as his respective monthly or quarterly assessment for the common expenses, one-twelfth (1/12) or one-fourth (1/4), as the case may be, of his proportionate share of the common expenses for such year as shown by the annual budget, all as determined by the Board of Directors. Such proportionate share for each member shall be in accordance with his respective ownership interest in the common areas and facilities. No member shall be relieved of his obligation to pay his assessments for common expenses by abandoning or not using his unit or the common areas and facilities.

Section 3. Statements. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Treasurer shall cause to be furnished to each member a statement for such year so ended, showing the receipts and expenditures and such other information as he may deem desirable.

Section 4. Separate Accounts. The Treasurer shall cause to be kept a separate account for each member showing the respective assessments charged to and paid by such member, and the status of his account from time to time.

Section 5. Additional Assessments. In the event that during the course of any year, it shall appear to the Treasurer that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, and shall cause the same to be presented to the members for ratification in the same manner as the budget. Upon ratification of the supplemental budget, a supplemental assessment shall be made to each member for his proportionate share of such supplemental budget.

Section 6. Common Expenses. It shall be the duty of every member to pay his proportionate share of the common expenses, in the same ratio as his fraction of ownership in the common areas and facilities. If any member shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest at the rate established by the Corporation, costs and reasonable attorney's fees shall constitute a lien on such unit. The Corporation shall have the authority and responsibility to exercise and enforce any and all rights and remedies as provided for in Maine Revised Statutes, Title 33, Chapter 31, the Declaration and these Bylaws, or otherwise available at law or in equity for the collection of all unpaid assessments.

Section 7. Budget Expenses. The President and/or Treasurer, subject to Board direction, shall have the authority to enter into contracts on behalf of the Corporation for work and expenses provided in the budget and to make payment therefor from the funds of the Corporation.

Section 8. Expenses Assessed Subsequent to Conveyance of Unit. A member may not exempt himself from liability for his shares of common expenses subsequently to be assessed by a conveyance of his unit to the Corporation, except by approval of all of the other members and their first mortgagees.

Section 9. Availability of Documents. The Corporation is required to make available to unit

owners, lenders and the holders, insurers and guarantors of the first mortgage on any unit current copies of the Declaration, Bylaws and any other rules and regulations governing the condominium and other books, records and financial statements of the Corporation. In addition thereto, the Corporation shall also make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared. The Corporation may impose a reasonable charge for copies.

ARTICLE VII: Amendments

Section 1. Amendment of By-Laws. These Bylaws may be amended or modified from time to time by action or approval of all of the members, except that no amendment may violate the provisions of Maine Revised Statutes, Title 33, Chapter 31.

Section 2. Amendment of Declaration. The Declaration may be amended in accordance with the terms thereof. Except for amendments exercising Development Rights by Declarant, the President and/or Treasurer of the Corporation shall execute a certificate setting forth the text of the amendment, which certificate shall be attested by the Secretary and recorded in the Cumberland County Registry of Deeds.

Exhibit C
Condominium Floor Plans showing division between Unit 1 and Unit 2, Common Elements and Limited
Common Elements
And
Condominium Survey Plat

Exhibit D
Title Exceptions

1. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of Stevens Avenue and Walton Street.
2. Any condition, covenant, easement, fact, reservation, restriction or right set forth in the attached Exhibit A and not otherwise expressly excepted herein.
3. Rights and easements reserved and set forth in the deed from James P. Baxter to the Roman Catholic Bishop of Portland, dated March 10, 1908 and recorded in the Cumberland County Registry of Deeds, Book 821, Page 59.
4. Rights and easements reserved in the deed from Daniel W. Fessenden et al. as Executors of the Estate of Francis O.J. Smith, dated October 25, 1882 and recorded in said Registry, Book 494, Page 178.
5. Rights and easements set forth in the deed recorded in said Registry, Book 486, Page 322.
6. Such state of facts as shown on the Plan of Property & Existing Conditions Catherine McAuley High School & St. Joseph's Convent prepared by Titcomb Associates, dated September 26, 2006.

Source Deeds
St. Joseph's Convent and Hospital

1. Administrator's Deed of Charles W. Goddard, et al. to Saint Joseph's Convent and Hospital by dated July 18, 1884 and recorded in the Cumberland County Registry of Deeds in Book 479, Page 327.
2. Deed of James Augustine Healy to St. Joseph's Convent and Hospital, dated April 29, 1882 and recorded in said Registry of Deeds in Book 486, Page 322.
3. Deed to St. Joseph's Convent and Hospital from Charles W. Goddard, et al., dated October 25, 1882 and recorded in said Registry of Deeds in Book 494, Page 178.
4. Deed to Saint Joseph's Convent and Hospital from Timothy P. Linnehan, dated April 12, 1883 and recorded in said Registry of Deeds in Book 496, Page 71.
5. Deed to St. Josephs Convent and Hospital from Manns Boyce, dated October 3, 1889 and recorded in said Registry of Deeds in Book 563, Page 275.
6. Deed to St. Joseph's Convent and Hospital from the Roman Catholic Bishop of Portland, dated January 6, 1898 and recorded in said Registry of Deeds in Book 698, Page 426.
7. Deed to St. Joseph's Convent and Hospital from the Roman Catholic Bishop of Portland, dated January 11, 1898 and recorded in said Registry of Deeds in Book 698, Page 427.
8. Deed to St. Joseph's Convent and Hospital from James P. Baxter, dated March 10, 1908 and recorded in said Registry of Deeds in Book 821, Page 57.
9. Deed to St. Joseph's Convent and Hospital from St. Elizabeth's Roman Catholic Asylum, dated August 20, 1941 and recorded in said Registry of Deeds in Book 1649, Page 160.
10. Deed to St. Joseph's Convent & Hospital from Roman Catholic Bishop of Portland, dated August 20, 1941 and recorded in said Registry of Deeds in Book 1652, Page 357.
11. Deed to St. Joseph's Convent and Hospital from Saint Joseph's Academy and College for Women, dated July 20, 1971 and recorded in said Registry of Deeds in Book 3181, Page 454 and re-recorded in Book 3205, Page 118.
12. Deed to Saint Joseph's Convent and Hospital from Joseph W. Finney, dated July 13, 1977 and recorded in said Registry of Deeds in Book 4067, Page 310.

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of formation, amendment and cancellation of certificates of limited partnership and annual reports filed by the same.

I further certify that MOTHERHOUSE ASSOCIATES LP is a duly formed limited partnership under the laws of the State of Maine and that the date of formation is September 17, 2014.

I further certify that said limited partnership has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the certificate of limited partnership and that according to the records in the Department of the Secretary of State, said limited partnership is a legally existing limited partnership in good standing under the laws of the State of Maine at the present time.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this ninth day of June 2015.



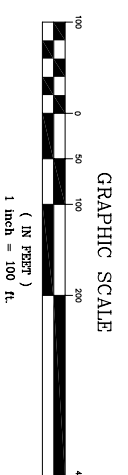
A handwritten signature in black ink, appearing to read 'Matthew Dunlap', written over a horizontal line.

Matthew Dunlap
Secretary of State



Exhibit 2

Aerial Context Map



AERIAL PHOTO

McAULEY PLACE AT BAXTER WOODS
RETIREMENT COMMUNITY

SISTERS OF MERCY-ST. JOSEPHS CONVENT & HOSPITAL
STEVENS AVENUE, PORTLAND, MAINE

BELANGER ENGINEERING
CIVIL ENGINEERING
SITE PLANNING & DESIGN
STORMWATER ANALYSIS
EROSION CONTROL
63 Second Avenue, Augusta, Maine 04330
PH: 207-622-1462, Cell: 207-248-5713 Email: dbelange@owdunn.com

FIELD WK:	SCALE: 1"=50'	SHEET:
DRN BY: CSB	JOB #: 061	
CHD BY: SS	FILE:	
DATE: 7-8-2010		3

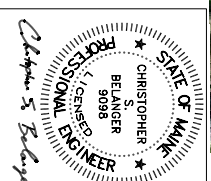
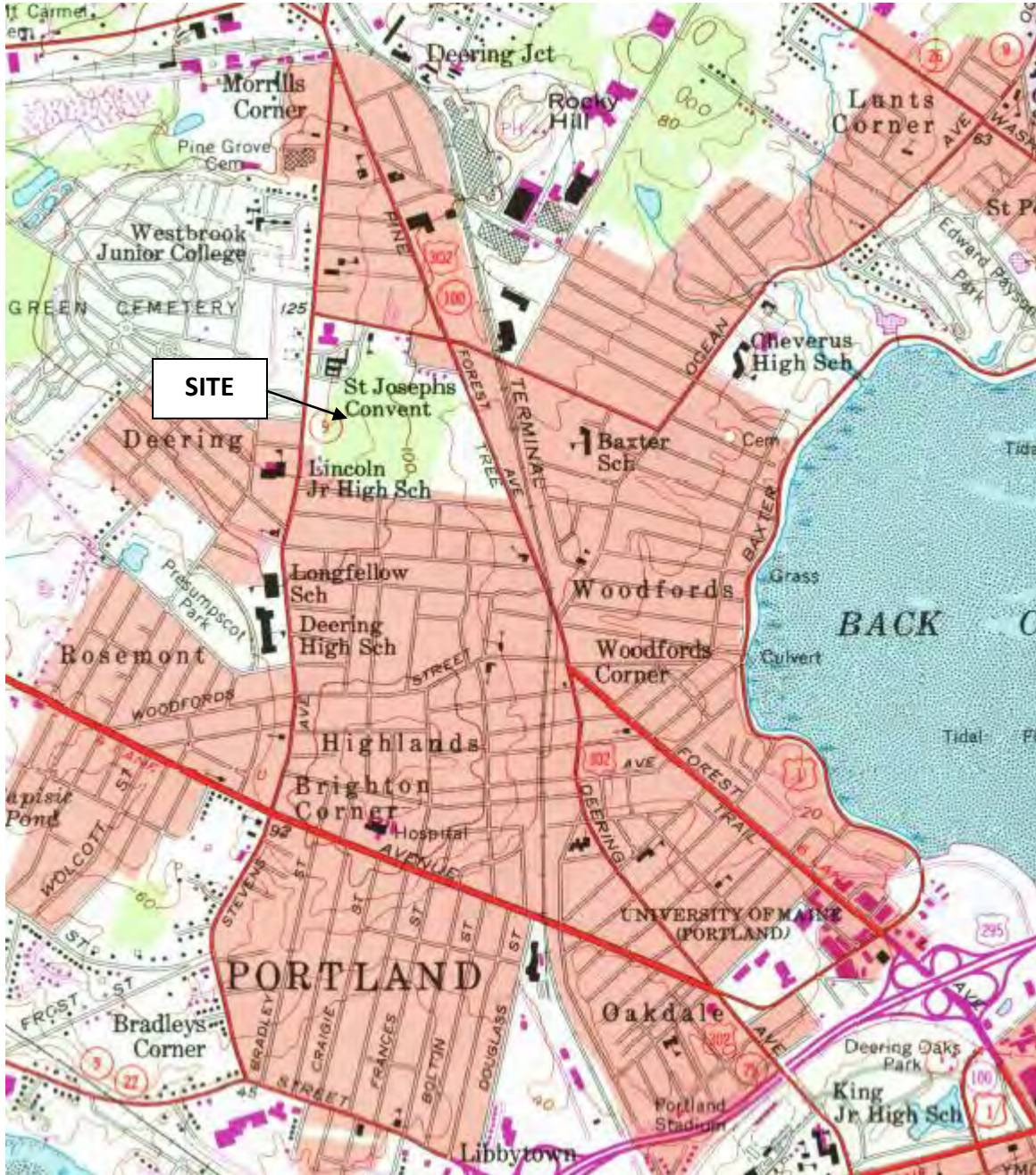


Exhibit 3

USGS Quad Locus

REFERENCE : USGS Portland West Quad., 7.5 Minute Series, 1978



▪ TITLE:

**EXHIBIT 3
USGS LOCUS MAP**

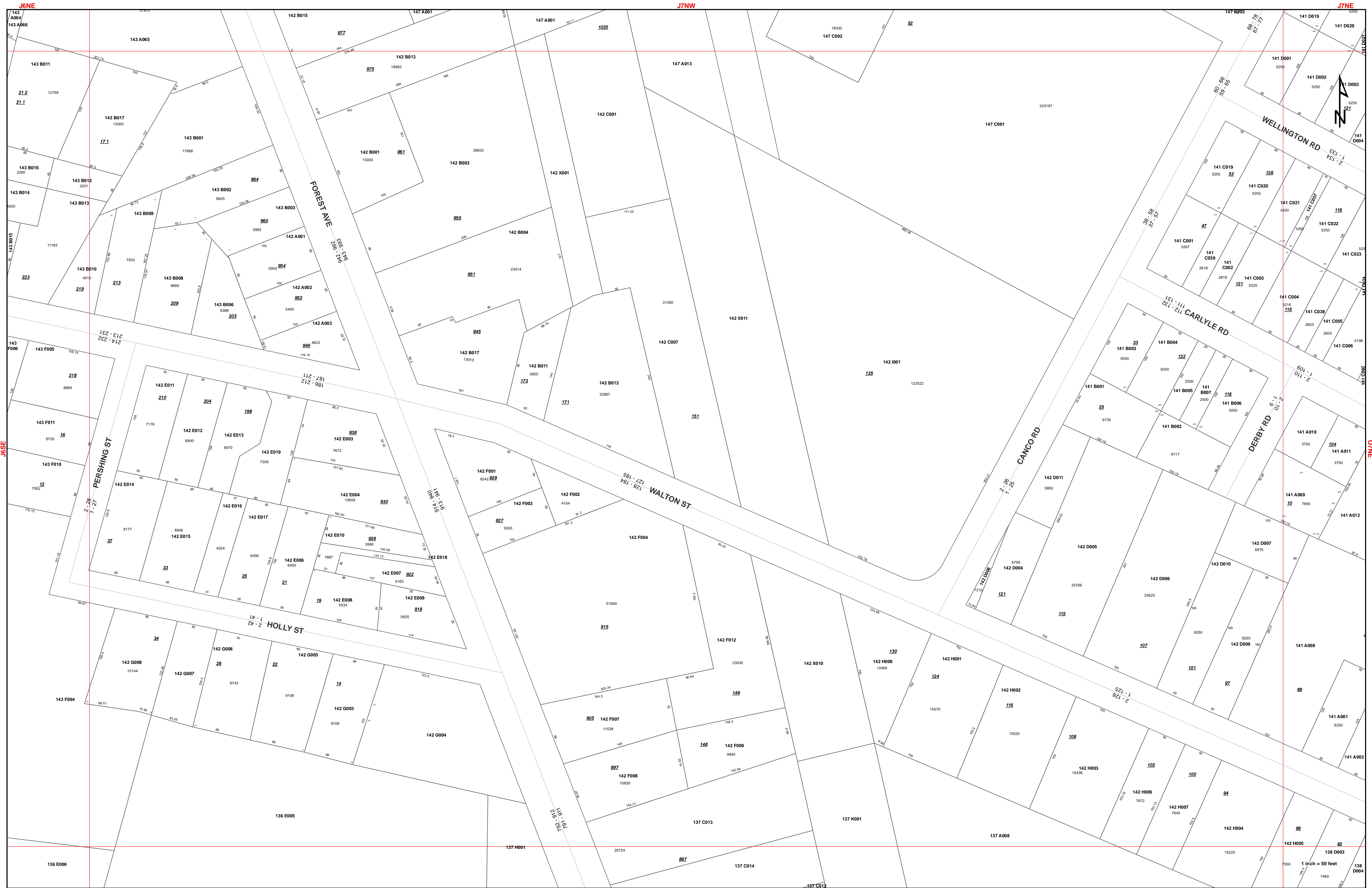
▪ PREPARED FOR:

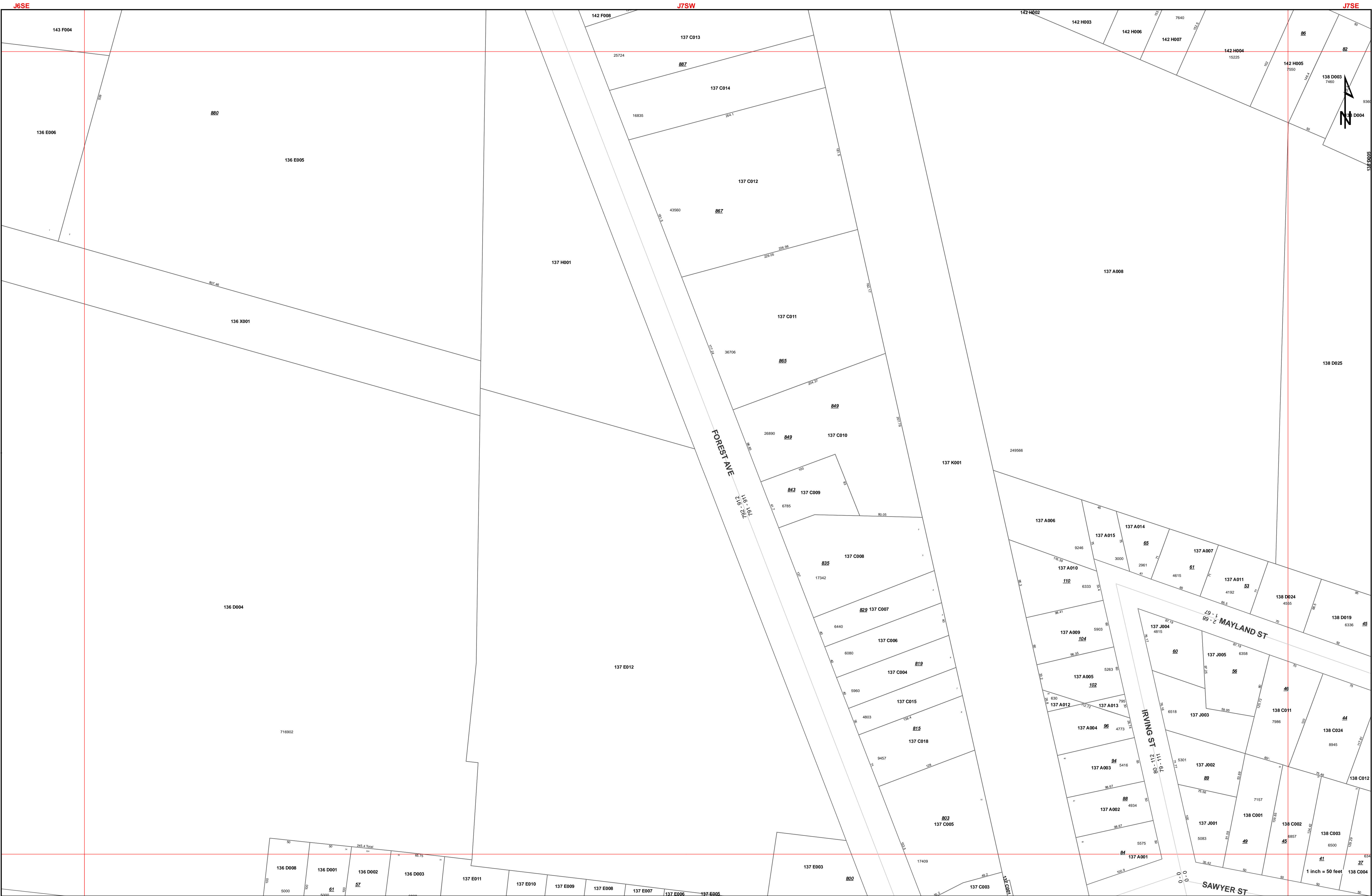
605 STEVENS AVE. PROJECT
MOTHERHOUSE ASSOC. LP
100 COMMERCIAL STREET
SUITE 414
PORTLAND, ME 04104

▪ DATE: 06/2015 ▪ SCALE: 1"=1000' ▪ JOB NO: 14.067



Exhibit 4
Assessors Maps



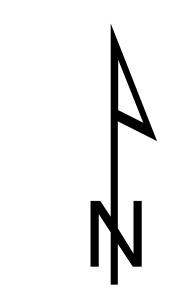




J6SW

J6SE

J7SW



136 E005

1 inch = 50 feet

I6NW

O7NE

I6SW

I6SE

I7SW

Exhibit 5

Compliance With Zoning

EXHIBIT 5 COMPLIANCE WITH ZONING

The applicant is seeking a zone change from R5 to R5A over portions of the campus. Text amendments to the R5A zone were approved by the City Council on June 15, 2015. The map amendment is anticipated to be approved on July 6th. The project will be in compliance with all zoning requirements.

Following are the site data standards demonstrating compliance with applicable standards for the Motherhouse Lot 3. Refer to the Site Plan and Overall Subdivision Plan for zoning and zone line locations as proposed.

SITE DATA TABLE			
STANDARD	REQUIRED		PROVIDED
	R5	R5A	
MIN. LOT AREA	9000 SF	2 AC	4.35 AC
MIN. FRONTAGE (FT)	50	50	380.2
MIN. YD. DIMENSIONS (FT.)			
A. FRONT YD.	20	25	130.4
B. REAR YD.	20	25	80
C. SIDE YD.	14	16	36.4
MAX. LOT COVERAGE	40%	30%	30,677 SF (16.0%)
MIN. LOT WIDTH (FT.)	90	60	304
MAX. STRUCTURE HEIGHT (FT.)	35	55	58 (EXISTING)
MIN. OPEN SPACE (SF/DU)	300 (PRUD) (2.)	200	373
(SF)		17,600	32,863
NOTES:			
1. R5 LOT AREA/DU = 4500 SF WITH 250 FT. FRONTAGE & 6000 SF. WITH <250 FT. FRONTAGE			
2. NO OPEN SPACE REQUIREMENT R5 FOR NON-PRUD MULTIPLEX.			

Exhibit 6

Easements and ROW's

EXHIBIT 6

EASEMENTS AND RIGHTS OF WAYS

Existing Easements:

The existing site contains a 33-foot right of way easement along the southern property line deeded in 1908 by James Baxter as part of a 66 foot wide paper street. The applicants will preserve that right of way as a natural buffer subject to any rights or interests the City may have in the right of way. Alternatively the applicant may approach corporation counsel to discuss the opportunity to extinguish that entire right of way.

The site is subject to an overhead utility line easement to service the Motherhouse.

Proposed Easements:

As a 4-lot subdivision and master planned site, cross-easements are typically required for shared utilities, access, stormwater management, etc. Shared easements for sewer, water and stormdrainage are shown on the Preliminary Subdivision Plat, Sheet C2.

Additional easements may be require for parking and access as well and may be added to the plans.

The stormwater easement across Lot 4 will be conditioned to allow that stormdrain line to be moved upon development of Lot 4 Senior Housing.

Exhibit 7

Waiver Requests



Motherhouse Senior Housing
Subdivision and LIII Site Plan Application
June, 2015

EXHIBIT 7

WAIVERS

No waivers of Site Plan or Subdivision Standards are being requested at this time.

Exhibit 8

Financial and Technical Ability



6/19/2015

130 Middle Street
Portland, Maine 04101
207.518.6300
1.800.966.9172
androscogginbank.com

City of Portland
389 Congress Street
Portland, ME 04101

RE: Motherhouse Associates LP

To Whom It May Concern:

On behalf of Androscoggin Bank, I am pleased to provide this letter of support for Kevin Bunker and John Wasileski for the Motherhouse project. Based on past projects with Kevin and John, we believe that the applicants have the ability to finance projected costs and develop a project of similar type and scale from a fiscal perspective.

Androscoggin Bank has worked with both Kevin and John in the past in various projects, and we believe that they possess the skills and expertise to complete the proposed project on time and within budget.

While this letter is not a commitment to lend, Androscoggin Bank would welcome the opportunity. Please feel free to call me with any questions.

Sincerely,

A handwritten signature in black ink that reads 'Paul Collins'.

Paul Collins
Vice President
Androscoggin Bank

TRAFFIC IMPACT STUDY
Motherhouse Senior Housing
Portland, Maine

June 23, 2015

Prepared for:

Motherhouse Associates LP
100 Commercial Street
Suite 414
Portland, ME 04101



Diane W. Morabito

Prepared by:

Maine
Traffic
Resources



25 Vine Street Gardiner, ME 04345
(207) 582-5252 FAX (207) 582-1677
mainetrafficresources.com

Introduction

The purpose of this report is to summarize the traffic impacts of proposed senior residential apartments to be located in the Motherhouse on the McAuley site on Stevens Avenue in Portland, Maine. The existing Motherhouse building will be renovated to provide eighty-eight (88) senior dwelling-units. Access to Motherhouse Senior Housing will be provided by a full-movement drive to Walton Street and by a secondary entrance on Stevens Avenue and a secondary exit on Stevens Avenue, where exiting movements will be limited to right-turns only. The site location and surrounding area are shown on the map in Figure 1. The renovation project is expected to begin in early 2016. Occupation is expected to be completed sometime in fall of 2017.

Trip Generation

The number of trips which will be generated by the proposed senior apartments was estimated using the most recent Institute of Transportation Engineers (ITE) "Trip Generation, 9th Edition" report, published in 2012. Land Use Code 252 "Senior Adult Housing" Attached was used on the basis of 88 dwelling units. The results are summarized below:

<u>Time Period</u>	ITE Trip Generation <u>One-way Trip-Ends</u>
Weekday	302
AM Peak Hour " adjacent street	18
Entering Site	6
Exiting Site	12
AM Peak Hour " generator	34
Entering Site	16
Exiting Site	18
PM Peak Hour " adjacent street	22
Entering Site	12
Exiting Site	10
PM Peak Hour " generator	31
Entering Site	17
Exiting Site	14

As can be seen above, the senior apartments are expected to generate just 18 one-way trips during the weekday AM peak hour and 22 trips during the weekday PM peak hour of the adjacent street system. Given that trip generation will be well under 100 trips, a Traffic Movement Permit (TMP) will not be required from the Maine Department of Transportation (MaineDOT) for this first phase of the senior housing development.

The trip assignments were based upon the travel patterns observed during turning movement counts. These trip assignments are shown in Figure 2. Based upon the trip assignments, the study area for capacity purposes only extends through the site drive intersections. Generally, a project will not have any measurable/noticeable impact off-site on traffic operations unless it generates in excess of 25 trips in a lane per hour. Based upon the trip assignments, the Motherhouse apartments are expected to generate a maximum of six (6) lane hour trips. This minimal level of traffic should have no noticeable or measurable impact on traffic operations off-site. The study area was extended for safety analysis purposes as follows:

- Stevens Avenue - from Hartley Street northerly to Waverly Street
- Walton Street - from Stevens Avenue easterly to Pershing Street.

Capacity Analysis

Traffic operations are evaluated in terms of level of service (LOS). Level of service is a qualitative measure that describes operations by letter designation. The levels range from A - very little delay to F - extreme delays. Level of service "D" is generally considered acceptable in urban locations while LOS "E" is generally considered the capacity of a facility and the minimum tolerable level. The level of service for signalized intersections is based upon average control delay per vehicle, as defined in the following table excerpted from the 2000 "Highway Capacity Manual":

Signalized Intersection Level of Service

<u>LOS</u>	<u>Control Delay per Vehicle</u>
A	<= 10.0 seconds
B	> 10.0 and <= 20.0
C	> 20.0 and <= 35.0
D	> 35.0 and <= 55.0
E	> 55.0 and <= 80.0
F	> 80.0

The level of service for unsignalized intersections is based upon average control delay per vehicle for each minor, opposed movement, as defined below:

Unsignalized Intersection Level of Service

<u>LOS</u>	<u>Delay Range</u>
A	<= 10.0 seconds
B	> 10.0 and <= 15.0
C	> 15.0 and <= 25.0
D	> 25.0 and <= 35.0
E	> 35.0 and <= 50.0
F	> 50.0

Existing Traffic Volumes

Existing average annual daily traffic (AADT) data for the vicinity of the Motherhouse site was obtained from "Traffic Volume Counts, 2013, 2009 and 2006 Annual Reports", published by MaineDOT. This data is summarized below:

<u>Location</u>	Average Annual Daily Traffic				
	<u>2002</u>	<u>2005</u>	<u>2007</u>	<u>2010</u>	<u>2013</u>
Stevens Avenue, north of Walton Street	---	11,470	10,370	11,170	10,980
Stevens Avenue, south of Walton Avenue	12,650	12,950	11,030	12,510	11,680
Stevens Avenue, south of Forest Avenue	10,160	10,810	9,570	10,360	10,050
Walton Street, west of Forest Avenue	---	3,740	---	2,800	3,120

As can be seen above, traffic volumes have been declining on Stevens Avenue over the most recent short-term 2010 to 2013 period. They also declined over the longer term 2002 to 2013 period. The traffic count data for Walton Street shows a longer term decrease but a short-term increase from 2010 to 2013.

Existing Conditions Analysis

While this Motherhouse project, with its limited traffic volumes, is not expected to have any impact off-site on level of service or capacity it is important to note that there are no existing capacity concerns within the previously determined study area. Maine Traffic Resources recently conducted turning movement/vehicle classification counts at three signalized area intersections, requested by the City of Portland, during the AM (7:00 ó 9:00) and PM (3:00 ó 6:00) peak hour periods. Those counts were conducted during the last week of April 2015, which was UNE's last full week of regular classes and when both McAuley High School and Portland City Schools were back from April break. These are expected to be peak volumes for the study area given all of the schools in the immediate area.

Synchro 7 was used to analyze the intersections under existing 2015 conditions to determine existing operations. The results were previously submitted to the City of Portland in a Summary Memorandum prepared by Maine Traffic Resources and dated May 4th, 2015, along with the traffic count records and the Synchro analysis runs. The results for the intersection of Stevens Avenue and Walton Street, given its proximity to the Motherhouse, are repeated in the following table with the LOS followed by the associated delay in seconds:

Intersection of Stevens Avenue and Walton Street		
Existing Peak Hour Levels of Service		
<u>Approach/Movement</u>	<u>2015 AM</u>	<u>2015 PM</u>
Westbound Walton Street	B (17.0)	B (17.6)
Northbound Stevens Avenue Rights	A (7.1)	A (7.2)
Northbound Stevens Avenue Throughs	B (15.9)	B (12.1)
Northbound Stevens Avenue Overall	B (10.8)	B (11.2)

<u>Approach/Movement</u>	<u>2015 AM</u>	<u>2015 PM</u>
Southbound Stevens Avenue Lefts	A (4.6)	A (4.8)
Southbound Stevens Avenue Throughs	A (5.2)	A (5.2)
Southbound Stevens Avenue Overall	A (5.1)	A (5.1)
Overall Intersection	B (10.1)	A (9.3)

As can be seen above, the Walton Street and Stevens Avenue intersection operates at LOS "B" overall in the AM peak hour and at LOS "A" overall in the PM peak hour with all movements at LOS "B" or better. Based upon this level of service, there is plenty of capacity at this intersection to accommodate the senior apartments in the Motherhouse. No capacity concerns or constraints were identified by either the analysis or observed in the field during the turning movement counts.

Accident Review

In addition to trip generation analysis, Maine Traffic Resources has also looked at accident data for the vicinity of Motherhouse Senior Housing. The Maine Department of Transportation uses two criteria to determine high crash locations (HCLs). The first is the critical rate factor (CRF), which is a measure of the accident rate. A CRF greater than one indicates a location which has a higher than expected accident rate. The expected rate is calculated as a statewide average of similar facilities.

The second criterion, which must also be met, is based upon the number of accidents that occur at a particular location. Eight or more accidents must occur over the three-year study period for the location to be considered a high crash location. The accident data is included in the appendix of this report. The CRF and number of accidents are summarized by location for the most recent three-year period, 2012 to 2014, below:

<u>Stevens Avenue Location Description</u>	<u># of Acc.</u>	<u>CRF</u>
Between Hartley Street and Percival Street	2	0.57
Intersection of Crosby Street	2	0.41
Between Crosby Street and New Street	2	0.56
Intersection of New Street	1	0.22
Between New Street and Walton Street	4	0.38
Intersection of Walton Street	4	0.24
Intersection of St Joseph Street	3	0.65
Between St Joseph Street and Elmwood	7	1.44
Intersection of Elmwood	1	0.22
Between Elmwood and Waverly Street	1	0.26
Intersection of Waverly Street	6	1.32
<u>Walton Street Location Description</u>	<u># of Acc.</u>	<u>CRF</u>
Between Stevens Avenue and Pershing Street	0	0

As can be seen in the preceding accident table, there are no high crash locations within the vicinity of the proposed Motherhouse Senior Housing. As a result, no further accident review or evaluation should be necessary.

Sight Distance

Typically, sight distances are one of the most important safety aspects to consider in a traffic impact study, particularly for low volume generators, such as these senior apartments. Maine Traffic Resources recommends a minimum of 250ø of intersection sight distance for the posted 25 mph speed limit on Walton Street. The speed limit is posted at 30 mph on Stevens Avenue in the vicinity of the site so a greater 300ø distance is recommended. The sight distances from the proposed exit drives were estimated in the field and are summarized as follows:

<u>Intersection</u>	<u>Required</u>	Available Sight Distance		<u>Adequate</u>
		<u>To Left</u>	<u>To Right</u>	
Walton Street Site Drive	250ø	>350ø	>350ø	Yes
Stevens Avenue Exit Drive	300ø	>400ø	400ø*	Yes*

* see discussion below

As can be seen above, the available sight distances exceed the recommended minimums. However, it is noted that sight distance to the right from the Stevens Avenue exit, although adequate at the time of the field visit, has the potential to be blocked if a car parks just to the right of the exit. This parking area, from the exit drive to about twenty-five feet north, should be eliminated to allow for proper sight distances at all times.

It is also important that these intersection sight distances be maintained into the future. No plantings or signage should be located in the sight triangles that could obscure sight distances from the access drives in the future.

SUMMARY

The proposed senior apartments to be located within the renovated Motherhouse are expected to generate just 18 one-way trips during the weekday AM peak hour and 22 trips during the weekday PM peak hour. This limited level of traffic generally does not have any significant impact on off-site traffic operations. Given that trip generation will be well under 100, a Traffic Movement Permit will not be required for this first phase of the senior housing development.

While the project will not have any impact off-site on capacity, it is important to note that previous existing conditions analysis by Maine Traffic Resources did not identify any capacity concerns at the nearby intersection of Stevens Avenue and Walton Street.

In terms of safety, there are no high crash locations within the vicinity of the proposed Motherhouse Senior Housing. Sight distances from the access drive intersections on Stevens Avenue and Walton Street will be more than adequate, exceeding the recommended minimums, with the recommended removal of a parking space on Stevens Avenue to the north of the exit drive.



Figure 1

**Site Location Map
Motherhouse Apartments
Portland, Maine**

**Maine
Traffic
Resources**

25 Vine Street
Gardiner, ME
04345
tel: (207) 582-5252
fax: (207) 582-1677



Not To Scale



(XX) = AM Trips
 6 Entering
 12 Exiting
 XX = PM Trips
 12 Entering
 10 Exiting

Figure 2

Peak Hour Trip Generations
 Motherhouse Apartments
 Portland, Maine

Maine Traffic Resources
 25 Vine Street
 Gardiner, ME
 04345
 tel: (207) 582-5252
 fax: (207) 582-1677

APPENDIX

Accident Data

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

Crash Summary I Section Detail Crash Summary II 1320 Public 1320 Private 1320 Summary

REPORT DESCRIPTION

Stevens Ave area

REPORT PARAMETERS

Year 2012, Start Month 1 through Year 2014 End Month: 12

Route: 3200987

Start Node: 13185

Start Offset: 0

Exclude First Node

End Node: 13189

End Offset: 0

Exclude Last Node

Route: 0560678

Start Node: 13190

Start Offset: 0

Exclude First Node

End Node: 13196

End Offset: 0

Exclude Last Node

Crash Summary I

Nodes															
Node	Route - MP	Node Description	U/R	Total Crashes	K	Injury A	Crashes B	Crashes C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF	
13185	3200987 - 0.41	Int of HARTLEY ST STEVENS AV	2	0	0	0	0	0	0	0.0	4.229	0.00	0.37	0.00	
												Statewide Crash Rate: 0.14			
13183	3200987 - 0.46	Int of PERCIVAL ST STEVENS AV	2	0	0	0	0	0	0	0.0	4.218	0.00	0.37	0.00	
												Statewide Crash Rate: 0.14			
13182	3200987 - 0.49	Int of CROSBY ST STEVENS AV	2	2	0	0	2	0	0	100.0	4.335	0.15	0.37	0.00	
												Statewide Crash Rate: 0.14			
13181	3200987 - 0.54	Int of NEW ST, STEVENS AV	2	1	0	0	0	0	1	0.0	4.433	0.08	0.37	0.00	
												Statewide Crash Rate: 0.14			
13190	3200987 - 0.75	Int of STEVENS AV, WALTON ST	9	4	0	0	0	0	4	0.0	4.754	0.28	1.18	0.00	
												Statewide Crash Rate: 0.66			
10883	3200987 - 0.87	Int of DINGLEY CT, WALTON ST	2	0	0	0	0	0	0	0.0	1.115	0.00	0.52	0.00	
												Statewide Crash Rate: 0.14			
12106	3200987 - 0.90	Int of MORGAN CT, WALTON ST	2	0	0	0	0	0	0	0.0	1.182	0.00	0.51	0.00	
												Statewide Crash Rate: 0.14			
13189	3200987 - 0.95	Int of PERSHING ST, WALTON ST	2	0	0	0	0	0	0	0.0	1.217	0.00	0.51	0.00	
												Statewide Crash Rate: 0.14			
13192	0560678 - 0.05	Int of ST JOSEPH ST, STEVENS AV	2	3	0	0	0	0	3	0.0	4.094	0.24	0.37	0.00	
												Statewide Crash Rate: 0.14			
13194	0560678 - 0.13	Int of ELMWOOD STEVENS AV	2	1	0	0	0	1	0	100.0	4.103	0.08	0.37	0.00	
												Statewide Crash Rate: 0.14			
P13196	0560678 - 0.19	Int of STEVENS AV WAVERLY ST	2	6	0	0	0	1	5	16.7	4.111	0.49	0.37	1.30	
												Statewide Crash Rate: 0.14			
Study Years: 3.00			NODE TOTALS:		17	0	0	2	2	13	23.5	37.791	0.15	0.31	0.48

Crash Summary I

Sections														Annual HMVM	Crash Rate	Critical Rate	CRF
Start Node	End Node	Element	Offset Begin - End	Route - MP	Section U/R Length	Total Crashes	K	Injury A	Crashes B	Crashes C	PD	Percent Injury					
13183	13185	3119201	0 - 0.05	3200987 - 0.41	0.05	2	2	0	0	1	0	1	50.0	0.00209	318.65	559.27	0.00
Int of PERCIVAL ST STEVENS AV				RD INV 3200987											Statewide Crash Rate: 190.34		
13182	13183	3130460	0 - 0.03	3200987 - 0.46	0.03	2	0	0	0	0	0	0	0.0	0.00127	0.00	634.99	0.00
Int of CROSBY ST STEVENS AV				RD INV 3200987											Statewide Crash Rate: 190.34		
13181	13182	3123618	0 - 0.05	3200987 - 0.49	0.05	2	2	0	0	0	0	2	0.0	0.00214	311.05	555.79	0.00
Int of NEW ST, STEVENS AV				RD INV 3200987											Statewide Crash Rate: 190.34		
13181	13190	187848	0 - 0.21	3200987 - 0.54	0.21	2	4	0	0	0	3	1	75.0	0.00914	145.87	386.72	0.00
Int of NEW ST, STEVENS AV				RD INV 3200987											Statewide Crash Rate: 190.34		
10883	13190	184603	0 - 0.12	3200987 - 0.75	0.12	2	0	0	0	0	0	0	0.0	0.00128	0.00	1019.38	0.00
Int of DINGLEY CT, WALTON ST				RD INV 3200987											Statewide Crash Rate: 359.96		
10883	12106	184602	0 - 0.03	3200987 - 0.87	0.03	2	0	0	0	0	0	0	0.0	0.00034	0.00	1401.47	0.00
Int of DINGLEY CT, WALTON ST				RD INV 3200987											Statewide Crash Rate: 359.96		
12106	13189	186354	0 - 0.05	3200987 - 0.90	0.05	2	0	0	0	0	0	0	0.0	0.00060	0.00	1235.20	0.00
Int of MORGAN CT, WALTON ST				RD INV 3200987											Statewide Crash Rate: 359.96		
13190	13192	187859	0 - 0.05	0560678 - 0	0.05	2	0	0	0	0	0	0	0.0	0.00205	0.00	562.51	0.00
Int of STEVENS AV, WALTON ST				RD INV 05 60678											Statewide Crash Rate: 190.34		
13192	13194	3118519	0 - 0.08	0560678 - 0.05	0.08	2	7	0	0	0	3	4	42.9	0.00326	716.67	498.75	1.44
Int of ST JOSEPH ST, STEVENS AV				RD INV 05 60678											Statewide Crash Rate: 190.34		
13194	13196	3118901	0 - 0.06	0560678 - 0.13	0.06	2	1	0	0	0	1	0	100.0	0.00242	137.76	538.59	0.00
Int of ELMWOOD STEVENS AV				RD INV 05 60678											Statewide Crash Rate: 190.34		
Study Years: 3.00					Section Totals:	0.73	16	0	0	1	7	8	50.0	0.02458	216.99	334.85	0.65
					Grand Totals:	0.73	33	0	0	3	9	21	36.4	0.02458	447.55	465.73	0.96

Crash Summary

Section Details

Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	K	Injury Crashes				Crash Report	Crash Date	Crash Mile Point	Injury Degree	
							A	B	C	PD					
13183	13185	3119201	0 - 0.05	3200987 - 0.41	2	0	0	1	0	1	2012-38969 2013-17683	09/19/2012 07/18/2013	0.43 0.43	B PD	
13182	13183	3130460	0 - 0.03	3200987 - 0.46	0	0	0	0	0	0					
13181	13182	3123618	0 - 0.05	3200987 - 0.49	2	0	0	0	0	2	2014-14374 2013-11757	05/23/2014 05/15/2013	0.52 0.53	PD PD	
13181	13190	187848	0 - 0.21	3200987 - 0.54	4	0	0	0	3	1	2014-20946 2013-27296 2014-26774 2013-6332	07/27/2014 11/02/2013 10/05/2014 03/07/2013	0.59 0.64 0.66 0.68	C C PD C	
10883	13190	184603	0 - 0.12	3200987 - 0.75	0	0	0	0	0	0					
10883	12106	184602	0 - 0.03	3200987 - 0.87	0	0	0	0	0	0					
12106	13189	186354	0 - 0.05	3200987 - 0.90	0	0	0	0	0	0					
13190	13192	187859	0 - 0.05	0560678 - 0	0	0	0	0	0	0					
13192	13194	3118519	0 - 0.08	0560678 - 0.05	7	0	0	0	3	4	2013-15717 2012-37085 2013-12295 2012-39041 2012-38808 2013-9204 2012-26944	06/29/2013 08/30/2012 05/21/2013 09/20/2012 09/17/2012 04/11/2013 04/24/2012	0.06 0.07 0.07 0.08 0.09 0.09 0.11	C PD PD PD C C PD	
13194	13196	3118901	0 - 0.06	0560678 - 0.13	1	0	0	0	1	0	2014-2113	01/15/2014	0.16	C	
Totals:					16	0	0	1	7	8					

Crash Summary II - Characteristics

Crashes by Day and Hour

Day Of Week	AM											PM											Un	Tot		
	Hour of Day											Hour of Day														
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11		
SUNDAY	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	3
MONDAY	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	3
TUESDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	3
WEDNESDAY	0	0	0	0	0	0	0	3	0	0	0	1	1	0	0	1	1	0	0	0	0	0	0	0	0	7
THURSDAY	0	0	0	0	0	0	0	0	1	1	0	1	1	0	1	0	0	1	0	0	0	0	0	1	0	7
FRIDAY	0	0	0	0	0	0	0	1	2	1	0	0	1	0	1	1	0	1	0	0	0	0	0	0	0	8
SATURDAY	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2
Totals	0	0	0	1	0	0	0	5	3	3	0	2	5	1	2	4	4	2	0	0	0	0	0	1	0	33

Vehicle Counts by Type

Unit Type	Total	Unit Type	Total
1-Passenger Car	41	23-Bicyclist	0
2-(Sport) Utility Vehicle	16	24-Witness	5
3-Passenger Van	3	25-Other	0
4-Cargo Van (10K lbs or Less)	0	Total	72
5-Pickup	5		
6-Motor Home	0		
7-School Bus	0		
8-Transit Bus	0		
9-Motor Coach	0		
10-Other Bus	0		
11-Motorcycle	0		
12-Moped	1		
13-Low Speed Vehicle	0		
14-Autocycle	0		
15-Experimental	0		
16-Other Light Trucks (10,000 lbs or Less)	0		
17-Medium/Heavy Trucks (More than 10,000 lbs)	0		
18-ATV - (4 wheel)	0		
20-ATV - (2 wheel)	0		
21-Snowmobile	0		
22-Pedestrian	1		

Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	18	13	1	0	0	0	32
Ran Off Roadway	3	0	0	0	0	0	3
Failed to Yield Right-of-Way	2	4	0	0	0	0	6
Ran Red Light	0	0	0	0	0	0	0
Ran Stop Sign	0	0	0	0	0	0	0
Disregarded Other Traffic Sign	0	0	0	0	0	0	0
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	0	0	0	0	0	0	0
Drove Too Fast For Conditions	0	0	0	0	0	0	0
Improper Turn	0	0	0	0	0	0	0
Improper Backing	0	0	0	0	0	0	0
Improper Passing	3	0	0	0	0	0	3
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	6	7	2	1	0	0	16
Failed to Keep in Proper Lane	0	0	0	0	0	0	0
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	0	1	0	0	0	0	1
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	0	1	0	0	0	0	1
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	0	2	0	0	0	0	2
Unknown	0	0	0	0	0	0	0
Total	32	28	3	1	0	0	64

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	29	28	3	1	0	1	62
Physically Impaired or Handicapped	0	0	0	0	0	0	0
Emotional(Depressed, Angry, Disturbed, etc.)	0	0	0	0	0	0	0
Ill (Sick)	1	0	0	0	0	0	1
Asleep or Fatigued	1	0	0	0	0	0	1
Under the Influence of Medications/Drugs/Alcohol	0	0	0	0	0	0	0
Other	1	0	0	0	0	0	1
Total	32	28	3	1	0	1	65

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	14	0	0	0	0	14
20-24	11	0	0	0	0	11
25-29	6	0	0	0	0	6
30-39	7	0	0	0	0	7
40-49	9	0	0	0	0	9
50-59	10	0	0	0	0	10
60-69	5	0	0	0	0	5
70-79	3	0	0	0	0	3
80-Over	0	0	0	0	0	0
Unknown	1	0	0	1	0	2
Total	66	0	0	1	0	67

Crash Summary II - Characteristics

Most Harmful Event			
Most Harmful Event	Total	Most Harmful Event	Total
1-Overturn / Rollover	0	38-Other Fixed Object (wall, building, tunnel, etc.)	0
2-Fire / Explosion	0	39-Unknown	2
3-Immersion	0	40-Gate or Cable	0
4-Jackknife	0	41-Pressure Ridge	0
5-Cargo / Equipment Loss Or Shift	0		
6-Fell / Jumped from Motor Vehicle	0	Total	66
7-Thrown or Falling Object	0		
8-Other Non-Collision	0		
9-Pedestrian	0		
10-Pedalcycle	0		
11-Railway Vehicle - Train, Engine	0		
12-Animal	0		
13-Motor Vehicle in Transport	62		
14-Parked Motor Vehicle	1		
15-Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle	0		
16-Work Zone / Maintenance Equipment	0		
17-Other Non-Fixed Object	0		
18-Impact Attenuator / Crash Cushion	0		
19-Bridge Overhead Structure	0		
20-Bridge Pier or Support	0		
21-Bridge Rail	0		
22-Cable Barrier	0		
23-Culvert	0		
24-Curb	0		
25-Ditch	0		
26-Embankment	0		
27-Guardrail Face	0		
28-Guardrail End	0		
29-Concrete Traffic Barrier	0		
30-Other Traffic Barrier	0		
31-Tree (Standing)	0		
32-Utility Pole / Light Support	0		
33-Traffic Sign Support	0		
34-Traffic Signal Support	0		
35-Fence	1		
36-Mailbox	0		
37-Other Post Pole or Support	0		

Traffic Control Devices		
Traffic Control Device	Total	
1-Traffic Signals (Stop & Go)	4	
2-Traffic Signals (Flashing)	1	
3-Advisory/Warning Sign	0	
4-Stop Signs - All Approaches	0	
5-Stop Signs - Other	5	
6-Yield Sign	0	
7-Curve Warning Sign	0	
8-Officer, Flagman, School Patrol	0	
9-School Bus Stop Arm	0	
10-School Zone Sign	1	
11-R.R. Crossing Device	0	
12-No Passing Zone	1	
13-None	20	
14-Other	1	
Total	33	

Injury Data		
Severity Code	Injury Crashes	Number Of Injuries
K	0	0
A	0	0
B	3	3
C	9	12
PD	21	0
Total	33	15

Road Character	
Road Grade	Total
1-Level	29
2-On Grade	4
3-Top of Hill	0
4-Bottom of Hill	0
5-Other	0
Total	33

Light	
Light Condition	Total
1-Daylight	30
2-Dawn	0
3-Dusk	0
4-Dark - Lighted	3
5-Dark - Not Lighted	0
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	33

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2012	2013	2014	Total
JANUARY	0	0	1	1
FEBRUARY	0	0	0	0
MARCH	2	2	0	4
APRIL	1	1	1	3
MAY	0	3	2	5
JUNE	1	1	0	2
JULY	2	1	1	4
AUGUST	3	0	0	3
SEPTEMBER	3	0	0	3
OCTOBER	0	1	2	3
NOVEMBER	1	2	1	4
DECEMBER	0	1	0	1
Total	13	12	8	33

Report is limited to the last 10 years of data.

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End / Sideswipe	10	0	14	0	0	2	0	0	0	0	0	0	0	26
Head-on / Sideswipe	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intersection Movement	0	0	2	0	0	1	0	0	0	0	0	0	0	3
Pedestrians	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	1	0	1	0	0	1	0	0	0	0	0	0	0	3
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	12	0	17	0	0	4	0	0	0	0	0	0	0	33

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Blowing Sand, Soil, Dirt												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Blowing Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	1	0	0	0	1
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Clear												
Dark - Lighted	2	0	0	0	0	0	0	0	0	0	0	2
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	20	0	0	0	0	0	0	0	0	0	1	21
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Cloudy												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	3	0	0	0	0	0	0	0	0	0	2	5
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	1	1
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Other												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Rain												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	1	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	2	2
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Severe Crosswinds												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	25	0	0	0	0	0	0	1	0	0	0	33

Exhibit 10

Soils

EXHIBIT 10

SOILS

The applicant has retained Summit Geoengineering to perform a site geotechnical and soils evaluation. Onsite drilling was conducted in December, 2014 and 9 test borings logged. In general the subsurface site conditions consist of topsoil or pavement overlying fill and re-worked native soil overlying marine fan deposit overlying bedrock. Bedrock is relatively deep and varies over the site from a depth of 12.9 to 25.1 feet. Groundwater is also relatively deep being recorded in the marine fan layer from depths of 5.4 to 11.4 feet.

The soil conditions do not present any unusual design constraints for site development. Attached are copies of test boring logs and a site key map.



EXPLORATION COVER SHEET

The exploration logs are prepared by the geotechnical engineer from both field and laboratory data. Soil descriptions are based upon the Unified Soil Classification System (USCS) per ASTM D2487 and/or ASTM D2488 as applicable. Supplemental descriptive terms for estimated particle percentage, color, density, moisture condition, and bedrock may also be included to further describe conditions.

Drilling and Sampling Symbols:

SS = Split Spoon Sample
 UT = Thin Wall Shelby Tube
 SSA = Solid Stem Auger
 HSA = Hollow Stem Auger
 RW = Rotary Wash
 SV = Shear Vane
 PP = Pocket Penetrometer
 RC = Rock Core Sample

Hyd = Hydraulic Advancement of Drilling Rods
 Push = Direct Push of Drilling Rods
 WOH = Weight of Hammer
 WOR = Weight of Rod
 PI = Plasticity Index
 LL = Liquid Limit
 W = Natural Water Content
 USCS = Unified Soil Classification System

Water Level Measurements:

Water levels indicated on the boring logs are the levels measured in the boring at the times indicated. In pervious soils, the indicated elevations are considered reliable groundwater levels. In impervious soils, the accurate determination of groundwater elevations may not be possible, even after several days of observations. Groundwater monitoring wells may be required to record accurate depths and fluctuation.

Gradation Description and Terminology:

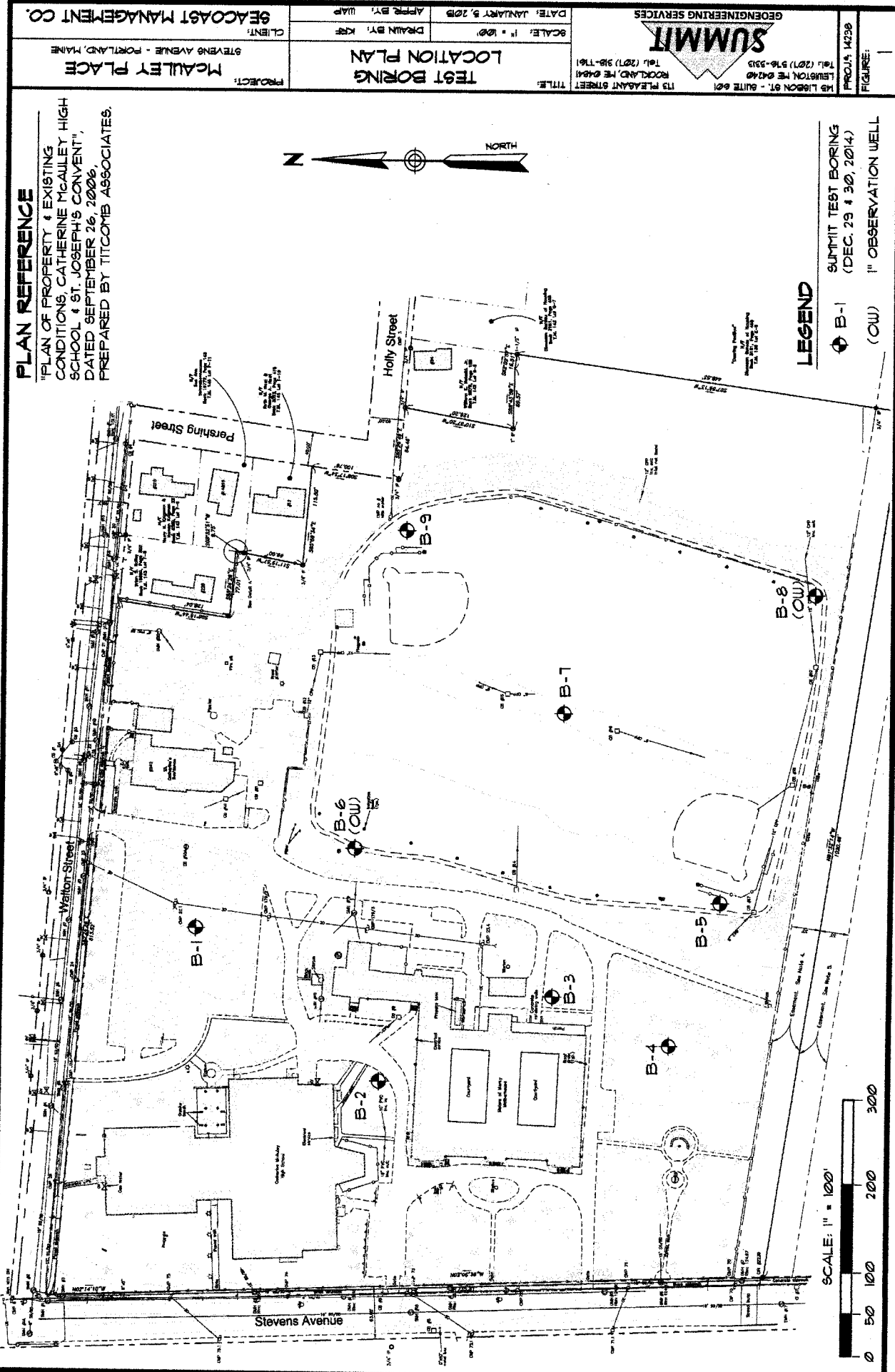
Boulders:	Over 12 inches	Trace:	Less than 5%
Cobbles:	12 inches to 3 inches	Little:	5% to 15%
Gravel:	3 inches to No.4 sieve	Some:	15% to 30%
Sand:	No.4 to No. 200 sieve	Silty, Sandy, etc.:	Greater than 30%
Silt:	No. 200 sieve to 0.005 mm		
Clay:	less than 0.005 mm		

Density of Granular Soils and Consistency of Cohesive Soils:

CONSISTENCY OF COHESIVE SOILS		DENSITY OF GRANULAR SOILS	
SPT N-value blows/ft	Consistency	SPT N-value blows/ft	Relative Density
0 to 2	Very Soft	0 to 4	Very Loose
2 to 4	Soft	5 to 10	Loose
5 to 8	Firm	11 to 30	Compact
9 to 15	Stiff	31 to 50	Dense
16 to 30	Very Stiff	>50	Very Dense
>30	Hard		

PLAN REFERENCE

"PLAN OF PROPERTY & EXISTING CONDITIONS, CATHERINE MCAULLEY HIGH SCHOOL & ST. JOSEPH'S CONVENT", DATED SEPTEMBER 26, 2006, PREPARED BY TITCOMB ASSOCIATES.



LEGEND

- B-1 SUMMIT TEST BORING (DEC. 29 & 30, 2014)
- (OW) 1" OBSERVATION WELL

PROJECT: MCAULEY PLACE
CLIENT: SEACOAST MANAGEMENT CO.
DATE: JANUARY 9, 2015
SCALE: 1" = 100'
DRAWN BY: KRF
APPROVED BY: WAP

TITLE: TEST BORING LOCATION PLAN
ENGINEERING SERVICES: SUMMIT
 175 PLEASANT STREET
 ROCKLAND, ME 04840
 TEL: (207) 516-3515

MS LIBBON ST. - SUITE 601
 LEWISTON, ME 04240
 PROJ. 14239
 FIGURE: 1

APPENDIX B

BORING LOGS



SOIL BORING LOG

Boring #: **B-1**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoenengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 119 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD
 Vehicle: Power Probe
 Model: AMS 9500
 Method: 2-1/4" HSA
 Hammer Style: Auto

SAMPLER
 Length: 24" SS
 Diameter: 2"OD/1.5"ID
 Hammer: 140 lb
 Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
12/29/2014	5.9 ft	113.1 ft	Measured in augers

Depth (ft.)	SAMPLER					SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/18	0 - 2	8		Bituminous Pavement = 4 inches		PAVEMENT
2				6		Dark brown SAND, little Silt and Gravel, mixed with black reclaim asphalt, compact, humid, SM		0.3' FILL
3				5		Light brown medium grained SAND, trace Silt, compact, humid, SP		1' FILL
4				5				
5	S-2	24/20	5 - 7	8		Tan and slightly mottled Silty fine SAND, trace to little Clay with depth, compact/stiff, moist to wet, SM	Water at 5.9'	4'+/- MARINE FAN DEPOSIT
6				8				
7				7				
8				7				
9						Denser drilling at 8'		8'+/-
10								
11	S-3	24/3	10 - 12	15		Light brown to olive brown Gravelly SAND, some Silt, little Clay, dense, wet, SM (Rocks in spoon tip; little sample recovery.)		
12				12				
13				20				
14				28		End of Exploration at 12.9', Auger Refusal		12.9' BEDROCK
15								
16								
17								
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition	NOTES:	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487		
0-4	V. Loose	<2	V. soft		PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little	Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees	
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With	Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	
		>30	Hard			



SOIL BORING LOG

Boring #: **B-2**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoengeering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 122 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/29/2014	10.4 ft	111.6 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb	12/29/2014	Caved at 5.4 ft	N/A	Measured in open hole
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLER					SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/18	0 - 2	2		Dark brown SILT, some to little Sand, trace Gravel, rootlets, firm, damp, ML		TOPSOIL
2				3		Dark brown SAND, some Silt, loose, damp, SM		0.5'
3				3		Light brown medium to fine grained SAND, little Silt, loose, damp, SP-SM		1.7' FILL/ REWORKED NATIVE
5	S-2	24/18	5 - 7	9		Tan medium to coarse grained SAND, trace Silt, compact, damp, SP		4'+/- MARINE FAN DEPOSIT
6				11				
7				13				
8				15				
10								
11	S-3	24/24	10 - 12	7		Tan medium to coarse SAND, little to trace Silt, compact, moist, SP-SM	Water at 10.4'	
12				7				
13				19		Olive brown SILT-CLAY, fine Silty SAND seams, little Gravel, very stiff, moist to wet, ML to CL		11.5'
15								
16	S-4	1/1	15 - 15.1	50/1"		Gray Silty CLAY, fine Silty SAND seams, stiff, wet, CL (Dark purple to black rock fragments in spoon tip)		
17						End of Exploration at 15.1', Spoon & Auger Refusal		15.1'
18								BEDROCK
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little		
31-50	Dense	9-15	Suff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			



SOIL BORING LOG

Boring #: **B-3**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 119 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/29/2014	7.5 ft	111.5 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb				
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLER					SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/18	0 - 2	1		Dark brown SILT, little Sand and rootlets, soft, damp, ML		TOPSOIL
2				2		Mottled brown SAND, trace Silt, loose damp, SP		1' MARINE FAN DEPOSIT
3				3				
4								
5								
6	S-2	24/24	5 - 7	7		Tan medium grained SAND, trace Silt, compact, damp, SP		
7				10				
8				10				
9				10			Water at 7.5'	
10						Running Sands at 10', Unable to sample		
11								
12								
13								
14								
15								
16	S-3	24/24	15 - 17	7		Tan medium to coarse grained SAND, trace Silt, compact, wet, SP		
17				5				
18				3				
19				2		Gray Silty fine SAND to Sandy SILT, trace Clay, loose/firm, wet, SM to ML		16.7'
20								
21						End of Exploration at 20', Auger Refusal		20'
22								BEDROCK

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little		
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			



SOIL BORING LOG

Boring #: **B-4**
 Project #: 14238
 Sheet: 1 of 2
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 121 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/29/2014	11.4 ft	109.6 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb	12/29/2014	Caved at 6 ft	N/A	Measured open hole
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLE DESCRIPTION					Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀		
1	S-1	24/12	0 - 2	WOH			TOPSOIL
				1	Dark brown SILT, little Sand and rootlets, soft, damp, ML		
2				2	Brown SAND, little to trace Silt, loose, humid to damp, SP to SP-SM		0.7' MARINE FAN DEPOSIT
				3			
3							
4							
5							
6	S-2	24/18	5 - 7	5	Tan medium grained SAND, trace Silt, compact, damp, SP		
				8			
7				11			
				14			
8							
9							
10							
11	S-3	24/18	10 - 12	6	Tan medium grained SAND, little to trace Silt, compact to dense, wet SP to SP-SM		
				10			
12				15			
				20			
13							
14							
15					Running sands at 15', sample contained 'fluffed' sand from inside auger. Due to disturbance, blow counts are not representative of the soil.		
16	S-4	24/24	15 - 17	1	Olive gray fine to medium grained Silty SAND, loose, wet, SM		
				WOH			
17				1			
18					Gray Silty CLAY, soft, wet, CL		16.7'
19							
20							
21	S-5	24/24	20 - 22	WOH	Gray Silty CLAY, trace Gravel, very soft, wet, CL		
				WOH			
22				5	Gray fine SAND-SILT, dense/stiff, wet, SM to ML		
				16			

Water at 11.4'

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little		
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			



SOIL BORING LOG

Boring #: **B-5**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoeengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 115 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD
 Vehicle: Power Probe
 Model: AMS 9500
 Method: 2-1/4" HSA
 Hammer Style: Auto

SAMPLER
 Length: 24" SS
 Diameter: 2"OD/1.5"ID
 Hammer: 140 lb
 Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
12/29/2014	5.5 ft	109.5 ft	Measured in augers

Depth (ft.)	SAMPLER					SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/24	0 - 2	3		Dark brown SILT, little Sand and rootlets, firm, damp, ML		TOPSOIL
2				7		Brown SAND, some Gravel, little Silt, compact, damp, SM	0.9'	MARINE FAN DEPOSIT
3				11				
4				14				
5								
6	S-2	24/20	5 - 7	6		Tan SAND coarse to fine grained w/depth, trace to little Silt, compact, wet, SP to SP-SM	Water at 5.5'	
7				9				
8				10				
9				10				
10						Light brown medium to fine grained SAND, little Silt, loose to compact, wet, SP-SM	11'	
11	S-3	24/24	10 - 12	6				
12				4				
13				3				
14				3		Gray Silty CLAY, firm, wet, CL	15.5'	
15								
16	S-4	24/24	15 - 17	WOH				
17				4				
18				19		Gray Silty fine SAND to Sandy SILT, dense/hard, wet, SM to ML		
19				21				
20								
21	S-5	24/24	20 - 22	8				
22				29		Gray Silty fine SAND to Sandy SILT, very dense/hard, wet, SM to ML		
				70				
				72				
End of Exploration at 22', Spoon Refusal								22'

Granular Soils		Cohesive Soils		% Composition ASTM D2487
Blows/ft.	Density	Blows/ft.	Consistency	
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
 LL = Liquid Limit, PI = Plastic Index

Bedrock Joints
 Shallow = 0 to 35 degrees
 Dipping = 35 to 55 degrees
 Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
 Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%



SOIL BORING LOG

Boring #: **B-6**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoengeering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 115 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/30/2014 Date Completed: 12/30/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/30/2014	6.4 ft	108.6 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb	3/23/2015	8.0 ft	107.0 ft	Measured in OW on 3/23/2015
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLER					SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/24	0 - 2	4		Dark brown SILT, little Sand and rootlets, firm to stiff, damp to frozen, ML		TOPSOIL
				5				
2				5		Dark brown Silty SAND, little Gravel, compact, damp, SP		0.7'
				8				
3						Brown Sand, trace Silt and Gravel, compact, damp, SP		1.8'
4								
5						Light brown to tan medium grained SAND, trace Silt, compact, damp, SP	Water at 6.4'	MARINE FAN DEPOSIT 1" PVC Well Screen 3.1' to 13.1'
6	S-2	24/18	5 - 7	8				
7				12				
8				12				
9				10				
10								
11	S-3	24/24	10 - 12	2		Olive brown and mottled fine Sandy SILT to Silty CLAY, some fine Sand, firm, wet, ML to CL		
12				2				
13				5				
14						End of Exploration at 13.1', Auger Refusal	✓	13.1'
15								BEDROCK
16								
17								
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little	Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			



SOIL BORING LOG

Boring #: **B-7**

Project: McAuley Place
 Location: Stevens Avenue
 City, State: Portland, Maine

Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 114 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/30/2014 Date Completed: 12/30/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/30/2014	5.4 ft	108.6 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb				
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLE DESCRIPTION					Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀		
1	S-1	24/15	0 - 2	5			TOPSOIL
				6	Dark brown SILT, little Sand and rootlets, firm, damp to frozen, ML		
2				9	Brown SAND, little Silt and Gravel, compact, damp, SM		0.7' FILL / REWORKED NATIVE
3				7			
4							
5							
6	S-2	24/18	5 - 7	3	Dark brown medium to fine grained SAND, some to little Silt, moist to wet, loose, SM		
				7	(Probable former topsoil and reworked native sand)	Water at 5.4'	
7				13	Brown medium to fine grained SAND, little to trace Silt, compact, wet, SP to SP-SM		6'+/- MARINE FAN DEPOSIT
				15			
8							
9	S-3	18/18	8.5 - 10	*	*Running Sands at 10'. Sampled 'fluffed' sand inside augers. Disturbed sample, no blow counts recorded.		
				*	Same as above, compact, wet, SP to SP-SM		
10				*			
11							
12							
13							
14							
15							
16	S-4	24/24	15 - 17	2	Light brown Silty fine SAND, trace Clay, occasional Silty CLAY seam, compact/stiff, wet, SM		
				7			
				9			
17				14			
18					Denser drilling at 18'		
19							
20							
21	S-5	24/24	20 - 22	7	Same as above, compact, wet, SM		
				9			
				6			
22				7			
					End of Exploration at 22', No Refusal		22'

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES:	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		PP = Pocket Penetrometer, MC = Moisture Content	Dry: S = 0%
5-10	Loose	2-4	Soft	< 5% Trace	LL = Liquid Limit, PI = Plastic Index	Humid: S = 1 to 25%
11-30	Compact	5-8	Firm	5-15% Little	Bedrock Joints	Damp: S = 26 to 50%
31-50	Dense	9-15	Stiff	15-30% Some	Shallow = 0 to 35 degrees	Moist: S = 51 to 75%
>50	V. Dense	16-30	V. Stiff	> 30% With	Dipping = 35 to 55 degrees	Wet: S = 76 to 99%
		>30	Hard		Steep = 55 to 90 degrees	Saturated: S = 100%
					Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches	
					Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	



SOIL BORING LOG

Boring #: **B-9**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Project: McAuley Place
 Location: Stevens Avenue
 City, State: Portland, Maine

Drilling Co: Summit Geoengeering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 114 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/30/2014 Date Completed: 12/30/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/30/2014	9.4 ft	104.6 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb				
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)						SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/18	0 - 2	3		Dark brown SILT, little Sand, Clay, and rootlets, firm to stiff, damp to frozen, ML		TOPSOIL
2				5		Brown SAND, some Gravel, little Silt, compact, damp, SW-SM Cobbles at 1.5'	1'	FILL / REWORKED NATIVE
3				9				
4				8				
5								
6	S-2	24/24	5 - 7	2		Olive brown Clayey SILT to Silty CLAY, little Sand and Gravel, firm, damp to moist, ML to CL	Water at 9.4'	
7				2				
8				3				
9				4				
10								
11	S-3	24/20	10 - 12	3		Dark brown medium to fine grained SAND, some Silt, rootlets and organics, wet, loose, SM (Probable former topsoil and reworked native sand)		11'
12				6				
13				13				
14				14		Light brown and mottled SAND, little Silt, trace Gravel, compact, wet, SP-SM to SM		MARINE FAN DEPOSIT
15								
16	S-4	24/24	15 - 17	5		Light brown and mottled coarse SAND, trace Silt, compact, wet, SP		16'
17				7				
18				6				
19				5		Olive brown to gray Silty CLAY, stiff, wet, CL		
20								
21	S-5	7/7	19.5 - 20.1	4		Olive brown to gray Silty CLAY, some Sand and Gravel, firm, to stiff, wet, CL		
22				50/1"		End of Exploration at 20.1', Spoon & Auger Refusal		20.1'
								BEDROCK

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little		
31-50	Dense	9-15	Suff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			



SOIL BORING LOG

Boring #: **B-8**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Project: McAuley Place
 Location: Stevens Avenue
 City, State: Portland, Maine

Drilling Co: Summit Geoeengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 114 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/30/2014 Date Completed: 12/30/2014

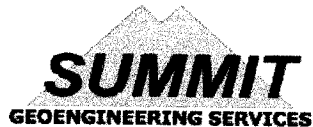
DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/30/2014	6 ft +/-	108 ft +/-	Observed moisture content
Method:	2-1/4" HSA	Hammer:	140 lb	2/16/2015	6.1 ft	107.9 ft	Measured in OW on 2/16/2015
Hammer Style:	Auto	Method:	ASTM D1586	3/23/2015	6.1 ft	107.9 ft	Measured in OW on 3/23/2015

Depth (ft.)	SAMPLER					SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/12	0 - 2	8		Dark brown SILT, some to little Sand and Gravel, rootlets, firm, damp to frozen, ML		TOPSOIL
2				5		Brown Gravelly SAND, little Silt, compact, damp, SM Cobbles at 1.5'		0.5' FILL / REWORKED NATIVE
3				4				
4				5				
5								
6	S-2	24/18	5 - 7	2				
7				3		Dark brown medium to fine grained SAND, some to little Silt, moist to wet, loose, SM (Probable former topsoil and reworked native sand)		
8				7				
9				14		Light brown medium to coarse SAND, trace Silt, compact to dense, wet, SP		6.5' MARINE FAN DEPOSIT 1" PVC Well Screen 4' to 9'
10								
11	S-3	24/24	10 - 12	2				
12				4		Light brown medium to coarse SAND, trace Silt and Gravel, loose, wet, SP		
13				6				
14				8		Olive brown Silty CLAY, some fine Sand, stiff, wet, CL		11.7'
15						End of Exploration at 13.1', Auger Refusal		13.1' BEDROCK
16								
17								
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little	Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			

APPENDIX C

LABORATORY TESTING RESULTS



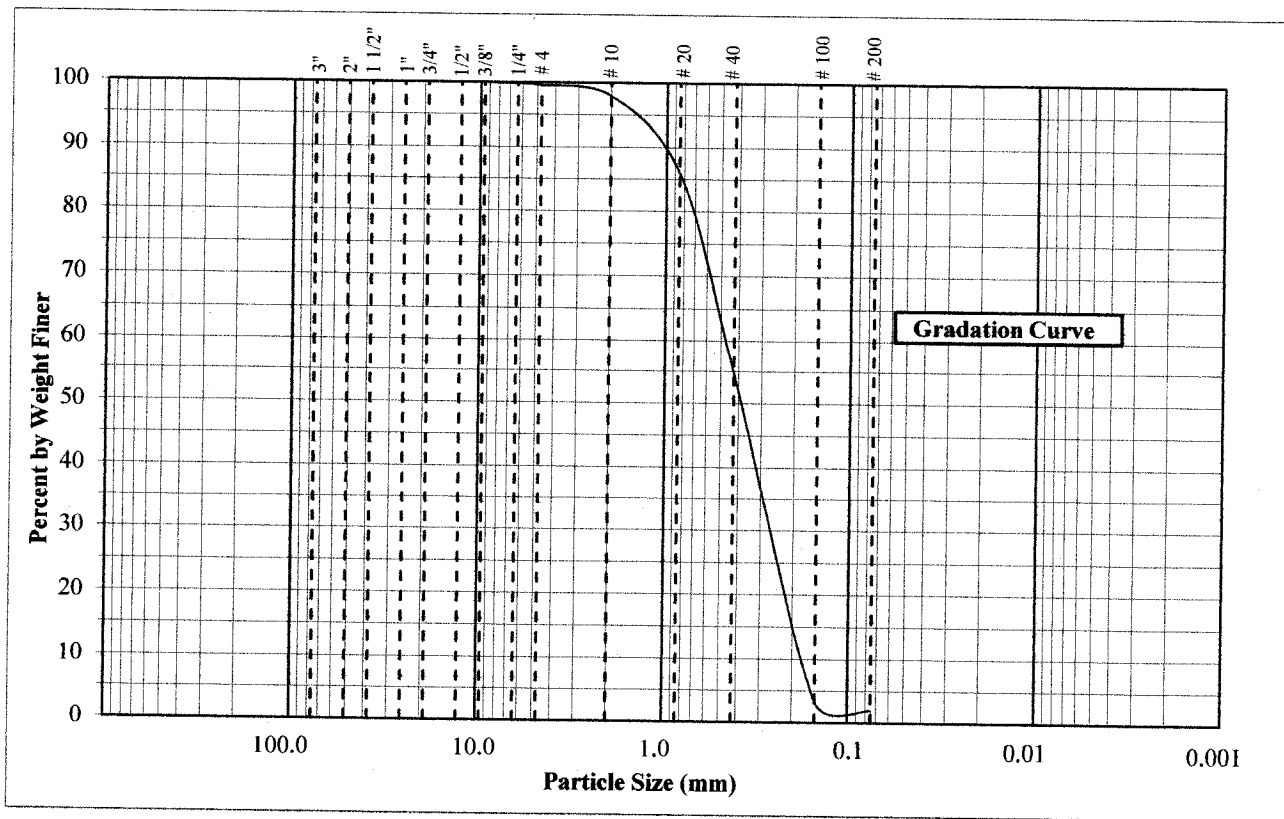
GRAIN SIZE ANALYSIS - ASTM D422

PROJECT NAME: McAuley Place
CLIENT: Sea Coast Management Company
SOURCE: B-8, 10'-12'
DATE: 1/8/2015

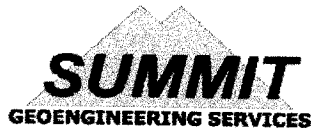
PROJECT NUMBER: 14238
SAMPLE NUMBER: B-8, S-3
DESCRIPTION: Medium-fine SAND, trace Silt, SP
TECHNICIAN: Erika Hawksley, E.I.

DATA

PARTICLE SIZE mm		% BY WT FINER
76.20	(3 in)	100.0
50.80	(2 in)	100.0
38.10	(1-1/2 in)	100.0
25.40	(1 in)	100.0
19.05	(3/4 in)	100.0
12.70	(1/2 in)	100.0
9.53	(3/8 in)	100.0
6.35	(1/4 in)	99.9
4.75	(No. 4)	99.6
2.00	(No. 10)	98.0
0.85	(No. 20)	85.9
0.43	(No. 40)	54.8
0.15	(No. 100)	3.3
0.075	(No. 200)	2.0



REMARKS: Moisture Content = 18%



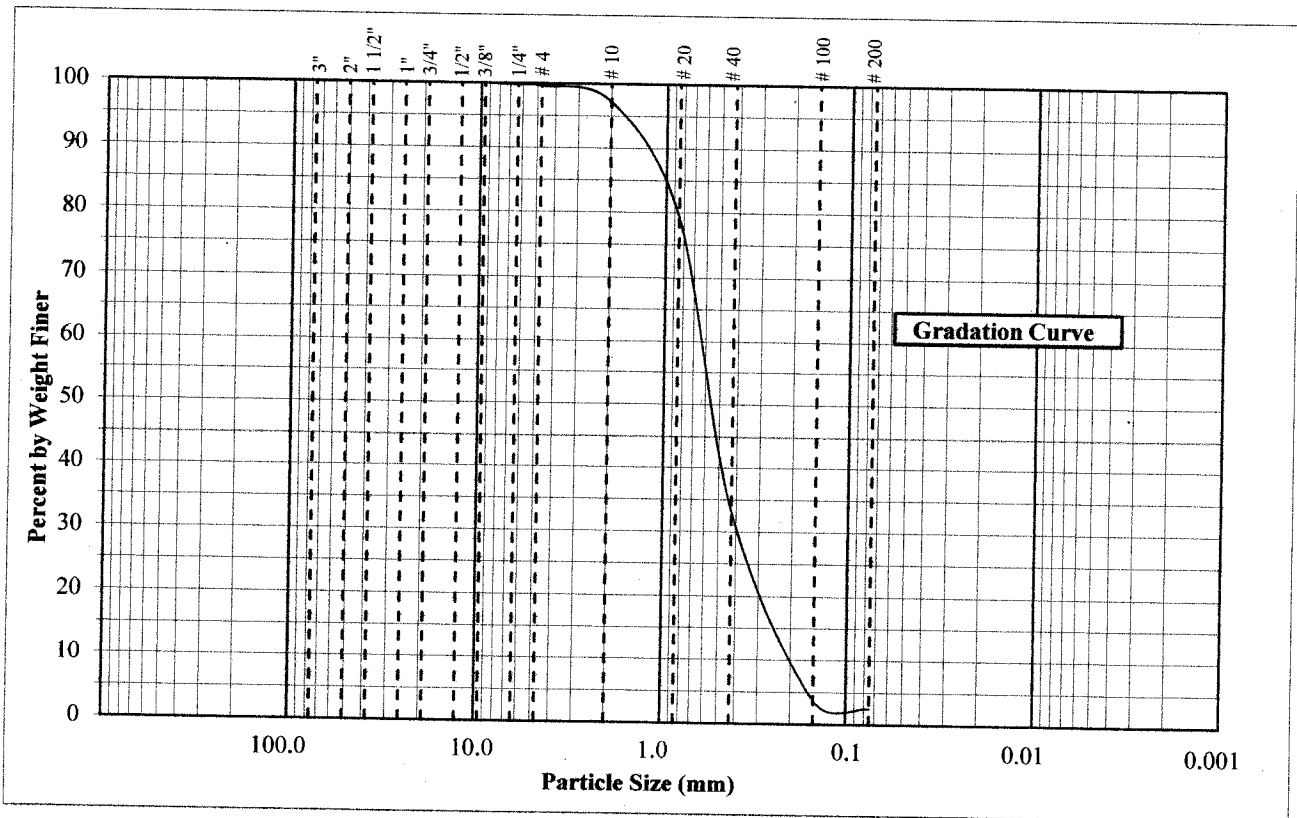
GRAIN SIZE ANALYSIS - ASTM D422

PROJECT NAME: McAuley Place
CLIENT: Sea Coast Management Company
SOURCE: B-6, 5'-7"
DATE: 1/8/2015

PROJECT NUMBER: 14238
SAMPLE NUMBER: B-6, S-2
DESCRIPTION: Medium-fine SAND, trace Silt, SP
TECHNICIAN: Erika Hawksley, E.I.

DATA

PARTICLE SIZE mm		% BY WT FINER
76.20	(3 in)	100.0
50.80	(2 in)	100.0
38.10	(1-1/2 in)	100.0
25.40	(1 in)	100.0
19.05	(3/4 in)	100.0
12.70	(1/2 in)	100.0
9.53	(3/8 in)	100.0
6.35	(1/4 in)	99.8
4.75	(No. 4)	99.7
2.00	(No. 10)	97.3
0.85	(No. 20)	79.2
0.43	(No. 40)	33.1
0.15	(No. 100)	3.8
0.075	(No. 200)	2.5



REMARKS: Moisture Content = 14.7%

Exhibit 11

Construction Management Plan

EXHIBIT 11

CONSTRUCTION MANAGEMENT PLAN

Construction of the Motherhouse and site plan is expected to commence in the Winter of 2016 and complete in late Fall 2016.

The applicants have significant experience in site development and historic structure rehabilitation and regularly manage complex projects with seniors living on –campus. This project will include strict control of access and delivery routes, coordinated phasing with McAuley High School activities and site security measures. Communication between the parties occupying the campus and the neighbors is critical to a successful project. It is expected that much of the demolition materials will be recycled and taken to the Riverside Facility in Portland or Commercial Paving in Scarborough.

Utility connections will be required in Stevens Avenue and Walton Streets. All off-site construction will be coordinated with the Department of Public Services to ensure the least impact to traffic flow.

Exhibit 12

Agency Letters –Natural Areas



June 18, 2015

J 14.067

Robin Reed
Maine Historic Preservation Commission
55 Capitol Street
65 State House Station
Augusta, ME 04333-0065

**605 Stevens Avenue, McAuley Campus, Portland
Request for Agency Database Review**

Dear Ms. Reed:

On behalf of our client, Motherhouse Associates LP, represented by Kevin Bunker, we are contacting you with a request for information on a semi-urban site under consideration for re-development in Portland located at 605 Stevens Avenue. The 18.9 acre site is the site of the former St. Josephs Convent and current Catherine McAuley High School and athletic fields. The site is bordered by Baxter Woods to the south, Walton Street to the north and Stevens Avenue to the west.

The project envisions a master planned senior community anchored with the re-purposing of the circa 1909 St. Joseph's Convent building (the Motherhouse) into 88 units of affordable and market rate senior apartments. As you may be aware, the majestic Motherhouse and grounds are not currently listed on the National Register of Historic Places, however the site has been in use since the 1880's as a convent, school and college. The overall property contains the former St. Catherine's Home for Aged Women (St Catherine's-circa 1880) and the more recent Catherine McAuley High School building. The former two buildings are not currently included in the development plans however.

The applicant is seeking Historic Tax Credit Incentives through the Department of the Interior for rehabilitation of the Motherhouse and with the project architect, Archetype, PA, will be applying the Secretary's Standards for Rehabilitation to the re-use of the building.

As part of the planning and permitting process, we would like to identify any special historic areas of significance that might affect re-development of this particular site. We request that you kindly search your available resources and database and send us a written advisory as to the possible presence and location of any historic or archaeological features that may be a cause of concern. We have attached photographs of the Motherhouse and a USGS Quad locus map for your use. Please do not hesitate to contact me should you require anything further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Licht', written in a cursive style.

Frederic (Rick) Licht
Principal
Encl. As Noted



June 16, 2015

J 14.067

Don Cameron, Ecologist
Maine Natural Areas Program
93 State House Station
Augusta, Maine 04333-0093

**605 Stevens Avenue, McAuley High School Campus, Portland
Request for Agency Database Review**

Dear Mr. Cameron:

On behalf of our client, Motherhouse Associates LP, we are contacting you with a request for information on a semi-urban site under consideration for possible re-development in Portland located at 605 Stevens Avenue. The 18.9 acre site is the site of the former St. Josephs Convent and current Catherine McAuley High School and Athletic fields. The site is bordered by Baxter Woods to the south, Walton Street to the north and Stevens Avenue to the west.

As part of the planning process, we would like to identify any rare or unique botanical features in the site vicinity. We request that you kindly search your available resources send us a written advisory as to the possible presence of rare, threatened or endangered plant species and unique or exemplary natural communities on the site in question that might be a cause of concern.

Thank you for your assistance in conducting this site search. A USGS Quad Locus Map has been included for your use. Please send any invoice to the address below.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Licht", written in a cursive style.

Frederic (Rick) Licht
Principal

Enclosure: As Noted



June 16, 2015

J 14.067

John Perry
Environmental Coordinator
Maine Department of Inland Fisheries & Wildlife
284 State St
Augusta, ME 04333

**605 Stevens Avenue, McAuley High School Campus, Portland
Request for Agency Database Review**

Dear John:

On behalf of our client, Motherhouse Associates LP, we are contacting you with a request for information on a semi-urban site under consideration for possible re-development in Portland located at 605 Stevens Avenue. The 18.9 acre site is the site of the former St. Josephs Convent and current Catherine McAuley High School and Athletic fields. The site is bordered by Baxter Woods to the south, Walton Street to the north and Stevens Avenue to the west.

As part of the planning process, we would like to identify any areas in the site vicinity that contains habitat for significant, rare or endangered species. We request that you kindly search your available resources and send us a written advisory as to the possible presence and location of any habitat areas or zoological species of which we would want to be aware.

Thank you for your assistance in conducting this site search. A USGS Quad Locus Map has been included for your use.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Licht", is written over a light blue circular stamp.

Frederic (Rick) Licht
Principal

Enclosure: As Noted

Exhibit 13

Consistency with Masterplans

EXHIBIT 13

CONSISTENCY WITH MASTERPLAN CONSISTENCY WITH COMPREHENSIVE PLAN

Consistency with Master Plan: There is currently no approved master plan or master development plan for the McAuley campus. However the applicant has presented a vision for development of the property as the foundation for the re-zoning process. This vision includes the re-purposing of the Motherhouse into senior affordable housing together with development of a quality senior living community on Lot 4. This vision will be further refined and vetted through the Master Development Plan process following the approvals of the Motherhouse.

Consistency with the Comprehensive Plan: As stated in the City of Portland Zoning Amendment Application, the proposed re-use plan for the property could be a model project for the City of Portland's comprehensive plan. Some of the key areas cited in the Comprehensive Plan and included the project are:

- Preservation of historic and natural resources
- Development of currently unused residential potential
- Seek incentives and partnerships to increase affordable housing options
- Encourage higher density housing and walk able neighborhoods
- Identify vacant land and redevelopment opportunities throughout the City
- Target vacant buildings for maintenance, rehabilitation and reuse
- Neighborhood stability and integrity
- Development that is close to city services, transportation and infrastructure
- Development that serves the diverse market including seniors

In summary, the proposed project is clearly consistent with the goals of the Comprehensive Plan.

The proposed use of the property is also consistent with the historic use of the property and therefore consistent with the surrounding neighborhood. The property has been used for a school, college, church, residential apartment building, convent and senior care facility at various times throughout its history. The proposed use as affordable senior housing and a senior retirement community is entirely consistent with this historic use. Moreover, the long history of this campus in this location with these uses – for approximately 130 years - clearly demonstrates that the proposed use is compatible with both the property and the surrounding neighborhood. As the center-piece of this neighborhood for over a century, the preservation and reuse of this property is essential for maintaining the stability and integrity of the neighborhood.

Exhibit 14

Utility Serviceability Letters



3/9/2015

Andrew Johnson

Fay, Spofford & Thorndike

778 Main Street

South Portland, ME 04106

Sent via email to: AJohnston@fstinc.com

RE: Ability to Serve Letter for Redevelopment of McAuley High School Campus in Portland

Dear Mr. Johnson:

CMP has the ability to serve the proposed project located at 605 Stevens Avenue in Portland, Maine, in accordance with our CMP Handbook (web link below). We can provide you the desired pad or pole mounted transformers per your request and city approval, in accordance with our CMP Standards Handbook. If you have any questions on the process, or need help in completion of the documents, please feel free to contact me.

New Service Milestones

- Call 1-800-565-3181 to establish a new account and an SAP work order.
- Submit any electronic drawings (PDF (preferred) or DWG files) of the site layout and proposed electrical connections if you have them.
- Submit Load information. Please complete this CMP spreadsheet using load information
- Submit the easement information worksheet. Please complete this CMP form and either email or fax back to us.
- Preliminary meetings with CMP to determine the details of job
- Field planner design appointment to cost out job and develop CMP Invoice.
- Submit invoice for payment.
- Easements signed and payment received.
- Job scheduled for completion after the electrical inspection has been received.

This process can take several months, depending upon several factors including transformer delivery, potential substation upgrades, return of completed paperwork, and other jobs in the system that may be ahead of yours. In addition, contact with the other utilities, including telephone and cable, should be commenced as soon as practical. They may have additional work or charges in addition to the CMP work required to bring your project on line.

162 Canco Road Portland, ME 04103
Tel (800) 750-4000
207-842-2367 office
207-458-0382 cell
207-626-4082 fax

www.cmpco.com



An equal opportunity employer



For your convenience, here is a link to the CMP Website which contains our Handbook with details on most service requirements:

[CMP Handbook of Standard Requirements](#)

(<http://www.cmpco.com/MediaLibrary/3/6/Content%20Management/YourAccount/PDFs%20and%20Docs/handbook.pdf>)

If you have any questions, please contact me.

Regards,

A handwritten signature in black ink that reads "Jamie Cough". The signature is written in a cursive, flowing style.

Jamie Cough
Energy Services Advisor
Central Maine Power Company
162 Canco Road
Portland, ME 04103
207-842-2367 office
207-458-0382 cell
207-626-4082 fax

162 Canco Road Portland, ME 04103
Tel (800) 750-4000
207-842-2367 office
207-458-0382 cell
207-626-4082 fax

www.cmpco.com



An equal opportunity employer



Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

April 15, 2015

Fay Spofford & Thorndike
778 Main Street, Suite 8
South Portland, ME 04106

Attn: Andrew Johnston, P.E.
Re: McAuley High School Campus - 605 Stevens Avenue Portland
Ability to Serve with PWD Water

Dear Mr. Johnston:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted on March 6, 2015. Based on the information provided, we can confirm that the District will be able to serve the proposed project as further described in this letter.

Conditions of Service

The following conditions of water service apply:

- The existing services at this site may be used by the proposed development as long as the project team determines that they will provide adequate flow and pressure for the proposed use. If any of the existing services will no longer be used as a result of the development then they must be retired per PWD standards. This includes shutting the corporation valve and cutting the pipe from the water main (for service sizes 2-inch and smaller) or removing the gate valve and capping the tapping sleeve (for service sizes 4-inch and larger).
- Approval of plans will be required for the project prior to construction. As your project progresses, we advise that you submit any preliminary design plans to MEANS for review of the water main and water service line configuration. We will work with you to ensure that the design meets our current standards.

Existing Site Service

According to District records, the project site does currently have a number of existing water services. The following water service lines are located as shown on the attached water service cards:

- Saint Josephs Convent (605 Stevens Avenue) is served by a 6-inch diameter cast iron domestic water service line and an 8-inch cast iron fire service line.
- Catherine McAuley High School (631 Stevens Avenue) is served by a 4-inch diameter cast iron domestic service line
- Saint Catherines Hall (242 Walton Street) is served by a 1.5-inch diameter copper domestic water service line and a 6-inch cast iron fire service line.



Please refer to the "Conditions of Service" section of this letter for requirements related to the use of these services.

Water System Characteristics

According to District records, there is an 8-inch diameter cast iron main water main on the east side and a 12-inch cast iron water main on the west side of Stevens Avenue, a 6-inch cast iron water main on the south side of Walton Street and public fire hydrants located on Stevens Avenue and on Walton Street in front of the site.

The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location:	Stevens Ave 200' S of Walton St	Walton St 100' W of Dingley Ct
Hydrant Number:	POD-HYD01287	POD-HYD01922
Last Tested:	3/9/2013	2/14/2013
Static Pressure:	64 psi	64 psi
Residual Pressure:	Not Measured	Not Measured
Flow:	Not Measured	Not Measured

Public Fire Protection

You have not indicated whether this project will include the installation of new public hydrants to be accepted into the District water system. It is your responsibility to contact the Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

Domestic Water Needs

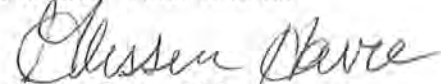
The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project.

Private Fire Protection Water Needs

You have indicated that this project will require water service to provide private fire protection to the site. Please share these results with your sprinkler system designer so that they can design the fire protection system to best fit the noted conditions. If the data is out of date or insufficient for their needs, please contact the MEANS Division to request a hydrant flow test and we will work with you to get more complete data.

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District



Glissen Havu, E.I.
Design Engineer



May 26, 2015

Mr. Frank Brancely
City of Portland
Department of Public Services
55 Portland Street
Portland, Maine 04101-2991

**Subject: Proposed Redevelopment of McAuley High School Campus
605 Stevens Avenue and Walton Street, Portland, Maine
Wastewater Capacity Application**

Dear Mr. Brancely:

Our office is working as a consultant to Sea Coast Management Company with the site engineering and permitting associated with a proposed redevelopment of the Motherhouse Building on the McAuley High School Campus to provide 88 affordable senior housing units. The project site is located on all or a portion of Map 34, Block C, Lots 009 according to the City of Portland Tax Assessor's Maps. On behalf of the developer, we are requesting a letter affirming that the proposed project can be served by the municipal wastewater treatment system.

This redevelopment project will be the first phase of a larger development of the property to construct a senior living community. The first phase of the project will consist of redevelopment of the Motherhouse to provide 88 affordable senior living apartments. As part of the redevelopment, we will be undertaking mapping and condition assessment of the existing sewer system to ascertain whether the infrastructure is suitable for reuse. Where the system is found to be in poor condition, rehabilitation and replacement options will be investigated. In addition, existing sources of inflow to the sewer system will be investigated and removed to a separate stormwater system. This will reduce infiltration and inflow to the onsite system and increase the available capacity of the system for wastewater flow.

Subsequent phasing will include independent senior living residences and assisted living units. A summary of the anticipated unit counts and estimated wastewater flows associated with each phase of development is as follows:

Phase	Full Master Plan Development	Design Flow
1	Affordable Senior Living Apartments – Motherhouse 88 Units @ 77 gpd	6,776

Mr. Frank Brancely
May 26, 2015
Page 2

Subsequent phasing of the project is as follows:

Phase	Full Master Plan Development	Design Flow (gpd)
2	Independent Residences 69 Units Single Occupancy @ 60 gpd 23 Units Double Occupancy @ 120 gpd	6,900
3	Independent/Assisted Living Residences 70 Units Single Occupancy @ 60 gpd 70 Units Double Occupancy @ 120 gpd	12,600
4	Assisted Living Apartments in Motherhouse 36 Units @ 77 gpd	2,772
5	Long Term Redevelopment at St. Catherine's 19 Units Single Occupancy @ 60 gpd 19 Units Double Occupancy @ 120 gpd	3,420
	Total Average Daily Flow	32,468

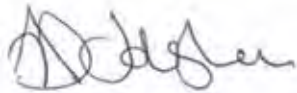
It should be noted that this information is provided for outline planning purposes only as the exact unit mix and numbers are subject to change. However, it may inform infrastructure and service decisions throughout the project development.

We trust that the existing wastewater collection and treatment system has adequate capacity to serve this project. We are in the process of completing the Site Plan Application for a submission to the City Planning Staff and would appreciate your response to the Planning Department.

If you have any questions concerning this request, please contact me.

Sincerely,

FAY, SPOFFORD & THORNDIKE



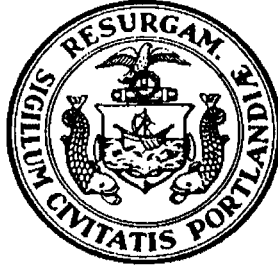
Andrew D. Johnston, P.E.
Principal Engineer

ADJ/cmd

Enclosures

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Mr. Frank J. Brancelly,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

Date: 05.25.2015

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 605 Stevens Avenue

Chart Block Lot Number: 136 E006001;143 F004000
144 B001000

Proposed Use: Mixed-Use Residential

Previous Use: Mixed-Use Residential

Existing Sanitary Flows: Not Known GPD

Existing Process Flows: None GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.

Existing site service to Walton Street

Site Category	Commercial (see part 4 below)	<input type="checkbox"/>
	Industrial (complete part 5 below)	<input type="checkbox"/>
	Governmental	<input type="checkbox"/>
	Residential	<input checked="" type="checkbox"/>
	Other (specify)	<input type="checkbox"/>

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: _____ Phone: _____

Owner/Developer Name: Sea Coast at Baxter Woods, LLC and Motherhouse, LLC

Owner/Developer Address: 30 Governors Way - Topsham, ME 04086

Phone: 207-831-2418 Fax: _____ E-mail: MTeare@highlandgreenlifestyle.com

Engineering Consultant Name: Fay, Spofford & Thorndike, Attn: Andrew D. Johnston, P.E.

Engineering Consultant Address: 778 Main Street, Suite 8, South Portland, ME 04106

Phone: 207-775-1121 Fax: 207-879-0896 E-mail: ajohnston@fstinc.com

(Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review)

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: Phase 1 - 6,776; Total project 25,692 GPD

Peaking Factor/ Peak Times: 6 (TR-16)

Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine,"
"Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)
Handbook of Subsurface Wastewater Disposal in Maine-metered flow records from similar facilities.

(Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet)

4. Please, Submit External Grease Interceptor Calculations.

Total Drainage Fixture Unit (DFU) Values: N/A - Residential Only
Size of External Grease Interceptor: _____
Retention Time: _____
Peaking Factor/ Peak Times: _____

(Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet)

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated: N/A GPD
Do you currently hold Federal or State discharge permits? Yes No
Is the process wastewater termed categorical under CFR 40? Yes No
OSHA Standard Industrial Code (SIC): <http://www.osha.gov/oshstats/sicser.html>
Peaking Factor/Peak Process Times: _____

(Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps)

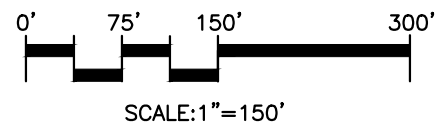
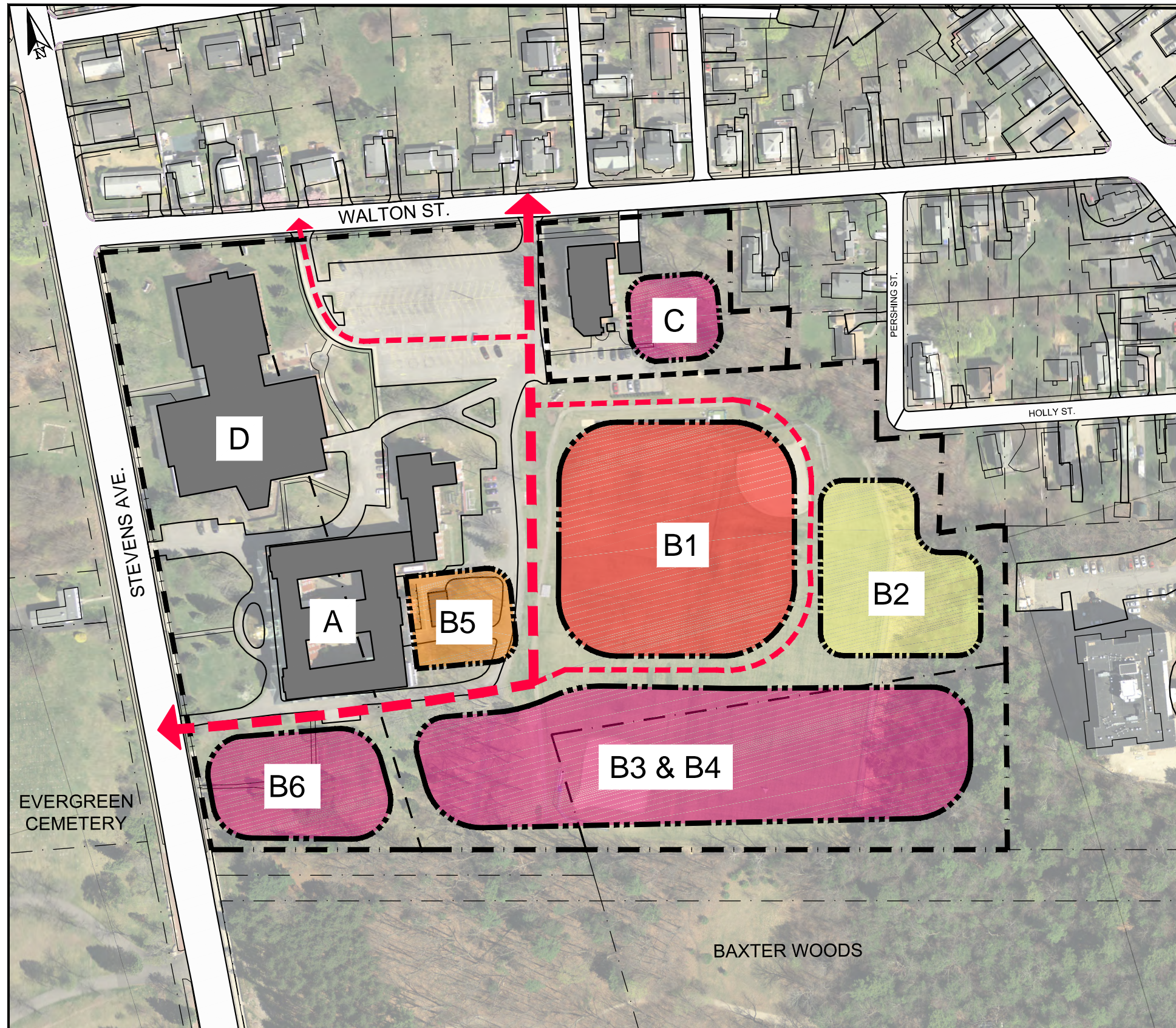
(Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided below, or attached, as a separate sheet)

Notes, Comments or Calculation

McAuley Place Water Demand Estimate

Phase	Use	Demand/Unit	Units	Demand (gpd)
1	Affordable Senior Living Apartments	77	88	6,776
2	Independent Resident Apartments			
	Single Occupancy	60	69	4,140
	Double Occupancy	120	23	2,760
3	Independent Townhouse/Apartment			
	Single Occupancy	60	70	4,200
	Double Occupancy	120	70	8,400
4	Assisted Living Units in Motherhouse	77	36	2,772
5	Independent Apartments - St Catherine's			
	Single Occupancy	60	19	1,140
	Double Occupancy	120	19	2,280
TOTAL MASTER PLAN WATER DEMAND				32,468

CONCEPTUAL SITE PLAN



McAuley Place
CONCEPTUAL MASTER PLAN

COMPONENT DESCRIPTIONS

OF UNITS

A	<u>AFFORDABLE SENIOR LIHTC</u> Renovation of Mother house into affordable senior housing using LIHTC and Historic Tax Credits.	88 +/-
B	<u>MARKET RATE SENIOR LIVING</u> 1. New construction of Main Lodge. Includes independent living apartments, dining, fitness, community activity space 2. New construction, Senior Independent Living Apartments connected to Main Lodge 3. New construction, Senior Independent Living Apartments 4. New construction, Senior Independent Living Apartments, high end 5. Assisted living community for 24-36 seniors 6. New construction, Senior Independent Living Apartments	160-270
C	<u>SAINT CATHERINE'S REDEVELOPMENT</u> Renovation and expansion of existing apartment building, 18-20 new apartments	38
D	<u>POTENTIAL FUTURE COMMERCIAL MIXED USE</u> High School / future commercial mixed use	N/A
TOTAL # OF UNITS		286 - 369

LEGEND

	EX. PROPERTY LINE
	PROP. PROPERTY LINE
	PRIMARY CIRCULATION
	SECONDARY CIRCULATION
	MAIN LODGE - COMMUNITY CENTER
	INDEPENDENT LIVING
	SEMI-INDEPENDENT LIVING
	ASSISTED LIVING

Exhibit 15

Lighting



D-Series Pole Mount LED Area Luminaire

TYPE S1



d^{series}

Specifications Luminaire

EPA: 0.8 ft² (0.07 m²)

Series	LEDs	Drive current	Color temperature	Distribution	Voltage	Mounting ³	Control Options
DSXWPM LED	10C 10 LEDs (one engine)	350 350 mA	30K 3000K	T2S Type II short	MVOLT ¹	Shipped included	Shipped installed
		530 530 mA	40K 4000K	T2M Type II medium	120 ¹	SPUMBA Square pole universal mounting adapter	PE Photoelectric cell, button type ⁴
	20C 20 LEDs (two engines)	700 700 mA	50K 5000K	T3S Type III short	208 ¹		DMG 0-10V dimming driver (no controls)
		1000 1000 mA (1 A)	AMBPC Amber phosphor converted	T3M Type III medium	240 ¹	RPUMBA Round pole universal mounting adapter	PIR Motion/ambient light sensor, <15' mtg ht ^{5,6}
				T4M Type IV medium	277 ¹		PIRH Motion/ambient light sensor, 15-30' mtg ht ^{5,6}
				TFTM Forward throw medium	347 ²		
				T5M Type V medium	480 ²		
				T5S Type V short		PUMBA Square and round universal mounting adapters	
				T5A Type V area			
				T5W Type V wide			
			ASYDF Asymmetric diffuse				
			SYMDF Symmetric diffuse				

Other Options	Finish (required)
Shipped installed SF Single fuse (120, 277, 347V) ⁷ DF Double fuse (208, 240, 480V) ⁷ HS House-side shield ⁸	Shipped separately⁸ BSW Bird-deterrent spike WG Wire guard VG Vandal guard DDL Diffused drop lens DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSXD Sandstone DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone

INTENDED USE

The energy savings, long life and easy-to-install design of the D-Series Pole Mount make it the smart choice for area and site illumination for nearly any facility.

CONSTRUCTION

Two-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the door to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to area lighting applications. Light engines are available in 3000K, 4000K or 5000K with 70 min. CRI configurations.

ELECTRICAL

Light engine(s) consist of 10 high-efficacy LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (L88/100,000 hrs at 25°C). Class 1 electronic drivers have a power factor >90%, THD <20%, and a minimum 6KV surge rating. The luminaire meets a minimum Category C Low (per ANSI/IEEE C62.41.2).

INSTALLATION

Includes universal mounting plate, which utilizes existing drill patterns and allows for quick and easy installation. Stainless steel bolts fasten the mounting block



SSA	Nominal fixture mounting height	Nominal shaft base size/wall thickness	Mounting ¹	Options	Finish ¹⁰
SSA	8 – 35 feet (See back page.)	(See back page.)	<u>Tenon mounting</u> PT Open top T20 2-3/8" O.D. (2" NPS) T25 2-7/8" O.D. (2-1/2" NPS) T30 3-1/2" O.D. (3" NPS) ² T35 4" O.D. (3-1/2" NPS) ² <u>Drill mounting³</u> DM19 1 at 90° DM28 2 at 180° DM28PL 2 at 180° with one side plugged DM29 2 at 90° DM39 3 at 90° DM49 4 at 90° CSX/DSX/AERIS™/OMERO™ Drill mounting ³ DM19AS 1 at 90° DM28AS 2 at 180° DM29AS 2 at 90° DM39AS 3 at 90° DM49AS 4 at 90° AERIS™ Suspend drill mounting ^{3,4} DMxxAST_ OMEMO™ Suspend drill mounting ^{3,4} DMxxMRT_	<u>Shipped installed</u> L/AB Less anchor bolts FBC Full base cover VD Vibration damper TP Tamper proof H1-18Axx Horizontal arm bracket (1 fixture) ^{5,6} FDLxx Festoon outlet less electrical ⁵ CPL12xx 1/2" coupling ⁵ CPL34xx 3/4" coupling ⁵ CPL1xx 1" coupling ⁵ NPL12xx 1/2" threaded nipple ⁵ NPL34xx 3/4" threaded nipple ⁵ NPL1xx 1" threaded nipple ⁵ EHHxx Extra handhole ^{5,7} MAEX Match existing ⁸ USPOM United States point of manufacture ⁹	<u>Standard colors</u> DDB Dark bronze DWH White DBL Black DMB Medium bronze DNA Natural aluminum BA Brushed aluminum <u>Classic colors</u> DSS Sandstone DGC Charcoal gray DTG Tennis green DBR Bright red DSB Steel blue <u>Class 1 architectural anodized</u> ABL Black ADB Dark bronze ANA Natural <u>Architectural colors (powder finish)¹⁰</u>

INTENDED USE — Square straight aluminum general purpose pole for up to 35 foot mounting heights.

CONSTRUCTION — Shaft: Made from extruded 6063-T6 or 6061-T6 aluminum alloy, square tube is uniform in cross-section down length of shaft with no taper.

Hand hole: Reinforced rectangular hand hole is located 18" above base, 4" poles have 2" x 4" hand hole; 5" and 6" poles have 2.5" x 4" hand hole). Hand-hole cover plate made from aluminum alloy.

Hardware: Stainless steel

Top cap: Removable top cap provided with drill-mount poles.

Bolt covers: Nut cover discs provided. Optional cast aluminum base cover available.

FINISH — Must specify finish.

GROUNDING — Provision located inside hand hole rim. Grounding hardware is not included (provided by others).

ANCHOR BOLTS — Fabricated from carbon steel bar with minimum-yield strength of 55,000 psi. Upper portion of anchor bolt is galvanized per ASTM A-153. Each anchor bolt is furnished with two hex nuts and two flat washers.



TECHNICAL INFORMATION										
Catalog Number	Nominal mount ht. (ft)	Pole Shaft Size (in x ft)	Wall Thick (in)	EPA (ft2) with 1.3 gust			Max.	Bolt Circle (in)	Bolt Size (in. x in. x in.)	Approximate ship (lbs.)
				80 mph	90 mph	100 mph				
SSA 10 4C	10	4.0 x 10.0	0.125	11.5	8.6	6.5	230	8.5-9.625	3/4 x 18 x 3	37



D-Series Size 1 LED Wall Luminaire

TYPES S2 and S2A



d-series

Specifications Luminaire

Width: 13-3/4"
(34.9 cm) **Weight:** 12 lbs
(5.4 kg)

Depth: 10"
(25.4 cm)

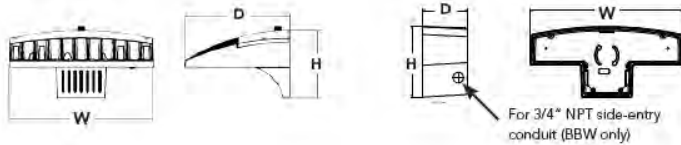
Height: 6-3/8"
(16.2 cm)

Back Box (BBW, ELCW)

Width: 13-3/4"
(34.9 cm) **BBW Weight:** 5 lbs
(2.3 kg)

Depth: 4"
(10.2 cm) **ELCW Weight:** 10 lbs
(4.5 kg)

Height: 6-3/8"
(16.2 cm)



Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options	Other Options	Finish (required)		
DSXW1 LED	10C 10 LEDs (one engine)	350 350 mA	30K 3000 K	T2S Type I Short	MVOLT ¹	Shipped included (blank) Surface mounting bracket	Shipped installed PE Photoelectric cell, button type ⁴	Shipped installed SF Single fuse (120, 277 or 347V) ⁷	DDBXD Dark bronze		
		530 530 mA	40K 4000 K		120 ¹						
		700 700 mA	50K 5000 K	T2M Type II Medium	208 ¹	BBW Surface-mounted back box (for combination entry) ³	DMG 0-10V dimming driver (no controls)	DF Double fuse (208, 240 or 480V) ⁷	DDBLXD Black		
	1000 1000 mA (1 A)	AMBPC Amber phosphor converted	240 ¹	T3S Type III Short	277 ¹					PIR 180° motion/ambient light sensor, <1 mtg ht ⁵	DWHXD White
			T3M Type III Medium	347 ²	PIRH 180° motion/ambient light sensor, 15-30' mtg ht ⁵						
			T4M Type IV Medium	480 ²						ELCW Emergency battery backup (includes external component enclosure) ⁶	HS House-side shield ⁸
			TFTM Forward Throw Medium		SPD Separate surge protection ⁹	DDBLXD Textured black					
		ASYDF Asym-metric diffuse		Shipped separately BSW Bird-deterrent spikes			DDBTXD Textured dark bronze				
					WG Wire guard	DNATXD Textured natural aluminum					
						VG Vandal guard	DBLBXD Textured black	DWHGXD Textured white			
						DDL Diffused drop lens	DSSTXD Textured sandstone				

INTENDED USE

The energy savings, long life and easy-to-install design of the D-Series Wall Size 1 make it the smart choice for building-mounted doorway and pathway illumination for nearly any facility.

CONSTRUCTION

Two-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the door to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to building mounted applications. Light engines are available in 3000 K (80 min. CRI), 4000 K (70 min. CRI) or 5000 K (70 CRI) configurations.



Exhibit 16

Stormwater Management and Erosion & Sedimentation Control

EXHIBIT 16
STORMWATER MANAGEMENT
&
EROSION AND SEDIMENTATION CONTROLS

The project has been designed to meet the DEP Chapter 500 and City of Portland Chapter 32 Stormwater Standards for stormwater management. The site does not currently contain any stormwater mitigation facilities. Currently surface flows are either collected in on-site catch basins and piped to one of two discharge pipes located under the athletic fields on Lot 4 or flow overland to the west to the wooded wetlands located at the base of the slope to the athletic fields.

The proposed site development will result in a minimal increase in impervious and developed areas due to the existing levels of pavement which will be removed or redeveloped as new parking, access drives and walks. Mitigation and treatment of the new paved and developed areas will be accomplished with the installation of two bio-cells (rain gardens) installed in grassed island on the west side of the main parking lot. The rain gardens will outlet to the existing stormdrain under the athletic field and to the wetlands to the west.

A drainage easement will be provided on Lot 4 over the existing drain line which will be amended in the future to integrate with the Lot 4 development stormwater system as future phases of development occur.

Refer to the separately bound Stormwater Management Report and Erosion and Sedimentation Control Plan report prepared by FST accompanying this submittal.

Exhibit 17

Metro Map

Metro Bus Service

