

Major Site Plan Amendment Application

To the Town of Windham

Depot Street Apartments

Depot Street & Stockyard Drive
Windham, Maine

Applicant:
Peter Anania & Simon Beylin
44 Indian Rock Road, Suite 850
Windham, NH 03087

Prepared By:
DM Roma Consulting Engineers
PO Box 1116
Windham, ME 04062



TABLE OF CONTENTS

MAJOR SITE PLAN AMENDMENT APPLICATION TO TOWN OF WINDHAM
DEPOT STREET APARTMENTS

SECTION 1	APPLICATION FORM & SUBMISSION CHECKLIST
SECTION 2	AGENT AUTHORIZATION
SECTION 3	WAIVER REQUESTS
SECTION 4	PROJECT NARRATIVE
SECTION 5	RIGHT, TITLE OR INTEREST DOCUMENTS
SECTION 6	TECHNICAL CAPACITY OF THE APPLICANT
SECTION 7	PROJECT COST ESTIMATE AND FINANCIAL CAPACITY
SECTION 8	COMMERCIAL DISTRICT DESIGN STANDARDS
SECTION 9	SITE VICINITY MAP – USGS QUADRANGLE
SECTION 10	BUILDING ARCHITECTURAL PLANS

SECTION 1

APPLICATION FORM & SUBMISSION CHECKLIST



MAJOR SITE PLAN REVIEW APPLICATION

FEES FOR MAJOR SITE PLAN REVIEW		APPLICATION FEE: (\$25/1,000 SF up to 5,000 SF) <input type="checkbox"/> \$1,3000.00 AMENDED APPLICATION FEE: <input checked="" type="checkbox"/> \$350.00 REVIEW ESCROW: (GFA) 2,000 SF to 5,000 SF = \$2,000 5,000 SF to 15,000 SF = \$3,000 15,000 SF to 35,000 SF = \$4,000 Over 35,000 SF = \$5,000 AMENDED REVIEW ESCROW: <input checked="" type="checkbox"/> \$250.00			AMOUNT PAID: \$ _____ DATE: _____				
<input type="checkbox"/> Amended Site Plan - Each Revision		<i>Office Use:</i>			<i>Office Stamp:</i>				
PROPERTY DESCRIPTION	Parcel ID	Map(s) #	38	Lot(s) #	37-A	Zoning District(s):	VC	Total Land Area SF:	2.1 Acres
	Total Disturbance. >1Ac		<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Est. Building SF:		11,832 SF FOOTPRINT		No Building; Est. SF of Total Development:	
	Physical Address:	STOCKYARD DRIVE				Watershed:	PRESUMPCOT RIVER		
PROPERTY OWNER'S INFORMATION	Name:				Name of the Business:		GLEDHILL INVESTMENT GROUP LLC		
	Phone:				Mailing Address:		68 CAPISIC STREET		
	Fax or Cell:						PORTLAND, ME 04102		
	Email:						JEFF@TOUNGEASSOCIATES.COM		
APPLICANT'S INFORMATION (IF DIFFERENT FROM OWNER)	Name:				Name of Business:				
	Phone:				Mailing Address:		44 INDIAN ROCK ROAD, SUITE 850		
	Fax or Cell:						WINDHAM, NH 03087		
	Email:						SIMON@BEYLINBUILDERS.COM PETER@ANANIABAILEY.COM		
APPLICANT'S AGENT INFORMATION	Name:				Name of Business:		DM ROMA CONSULTING ENGINEERS		
	Phone:				Mailing Address:		PO BOX 1116		
	Fax or Cell:						WINDHAM, ME 04062		
	Email:						DUSTIN@DMROMA.COM		
PROJECT INFORMATION	Existing Land Use (Use extra paper, if necessary): GENERALLY UNDEVELOPED LAND								
	Provide a narrative description of the Proposed Project (Use extra paper, if necessary): CONSTRUCT A 31-UNIT RESIDENTIAL PROJECT IN 3 DETACHED BUILDINGS. THIS AMENDMENT IS TO PROVIDE DETAILED BUILDING ELEVATION DRAWINGS TO DEMONSTRATE COMPLIANCE WITH THE TOWN'S COMMERCIAL DESIGN STANDARDS.								
	Provide a narrative description of construction constraints (wetlands, shoreland zone, flood plain, non-conformance, etc.): CONSTRUCTION CONSTRAINTS WERE ADDRESSED WITH THE PREVIOUS SUBDIVISION AND SITE PLAN APPROVALS.								

MAJOR SITE PLAN REVIEW APPLICATION REQUIREMENTS

Section 811 of the Land Use Ordinance

The submission shall contain, five (5) copies of the following information, including full plan sets. Along with one (1) electronic version of the entire submission unless a waiver of a submission requirement is granted.

<p>The Major Plan document/map:</p> <p>A) Plan size: 24" X 36"</p> <p>B) Plan Scale: No greater 1":100'</p> <p>C) Title block: Applicant's name and address</p> <ul style="list-style-type: none"> • Name of the preparer of plans with professional information • Parcel's tax map identification (map and lot) and street address, if available 	<ul style="list-style-type: none"> • Complete application submission deadline: three (3) weeks before the desired Staff Review Committee meeting. <ul style="list-style-type: none"> - Five copies of the application and plans - Application Payment and Review Escrow • A pre-submission meeting with the Town staff is required. • Contact information: <ul style="list-style-type: none"> Windham Planning Department (207) 894-5960, ext. 2 Steve Puleo, Town Planner sipuleo@windhammaine.us Amanda Lessard, Planning Director allessard@windhammaine.us
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APPLICANT/PLANNER'S CHECKLIST FOR MAJOR SITE PLAN REVIEW

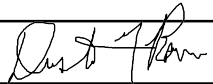
<p><u>SUBMITTALS THAT THE TOWN PLANNER DEEMS SUFFICIENTLY LACKING IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.</u></p> <p><i>The following checklist includes items generally required for development by the Town of Windham's LAND USE ORDINANCE, Sections 811, 812, & 813. Due to projects specifics, are required to provide a complete and accurate set of plans, reports, and supporting documentation (as listed in the checklist below).</i></p>	<p><u>IT IS THE RESPONSIBILITY OF THE APPLICANT TO PRESENT A CLEAR UNDERSTANDING OF THE PROJECT.</u></p>
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Final Plan Submission Requirements:	Applicant	Staff	Plan Requirements – Existing Conditions (Continued):	Applicant	Staff
A. Completed Major Site Plan Application form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	E. Boundaries of all contiguous property under the total or partial control of the owner or applicant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Evidence of Payment of application & escrow fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	F. Tax map and lot number of the parcel(s) on which the project is located	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Written information – submitted in a bounded report			G. Zoning classification(s), including overlay and/or subdistricts, of the property and the location of zoning district boundaries if the property is located in 2 or more districts or abuts a different district.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1. A narrative describing the proposed use or activity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	H. Bearings and lengths of all property lines of the property to be developed, and the stamp of the	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Name, address, & phone number of record owner, and applicant if different (see Agent Autorotation form).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I. Existing topography of the site at 2-foot contour intervals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Names and addresses of all abutting property owners	<input type="checkbox"/>	<input type="checkbox"/>	J. Location and size of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property and on abutting streets or land that may serve the	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Documentation demonstrating right, title, or interest in the property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	K. Location, names, and present widths of existing public and/or private streets and rights-of-way within or adjacent to the proposed development.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Copies of existing proposed covenants or deed restrictions.	<input type="checkbox"/>	<input type="checkbox"/>	L. Location, dimensions, and ground floor elevation of all existing buildings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Copies of existing or proposed easements on the property.	<input type="checkbox"/>	<input type="checkbox"/>	M. Location and dimensions of existing driveways, parking and loading areas, walkways, and sidewalks on or adjacent to the site	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Name, registration number, and seal of the licensed professional who prepared the plan, if applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N. Location of intersecting roads or driveways within 200 feet of the site	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Evidence of applicant's technical capability to carry out the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	O. Location of the following:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			1) Wetlands	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Final Plan Submission Requirements (continued)	Applicant	Staff		<input type="checkbox"/>	<input type="checkbox"/>
			2) Stone walls	<input type="checkbox"/>	<input type="checkbox"/>
9. Assessment of the adequacy of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3) Graveyard,	<input type="checkbox"/>	<input type="checkbox"/>
			4) Fences	<input type="checkbox"/>	<input type="checkbox"/>
			5) Stands of trees or treeline, and,	<input type="checkbox"/>	<input type="checkbox"/>
10. Estimated demands for water and sewage disposal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6) Other important or unique natural areas and site features, including but not limited to, floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archaeological resources	<input type="checkbox"/>	<input type="checkbox"/>
11. Provisions for handling all solid wastes, including hazardous and special wastes.	<input type="checkbox"/>	<input type="checkbox"/>	P. Location & dimensions of existing easements that encumber or benefit the site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Detail sheets of proposed light fixtures.	<input type="checkbox"/>	<input type="checkbox"/>			
13. Listing of proposed trees or shrubs to be used for landscaping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Q. Location & dimensions of existing easements that encumber or benefit the site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. . Estimate weekday AM and PM and Saturday peak hours and daily traffic to be generated by the project.	<input type="checkbox"/>	<input type="checkbox"/>	R. Location of the nearest fire hydrant, dry hydrant, or other water supply.	<input type="checkbox"/>	<input type="checkbox"/>
15. Description of important or unique natural areas and site features, including floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archeological resources.	<input type="checkbox"/>	<input type="checkbox"/>	Plan Requirements - Proposed Development Activity		
			1) Location and dimensions of all provisions for water supply and wastewater disposal, and evidence of their adequacy for the proposed use, including soils test pit data if on-site sewage disposal is proposed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. stormwater calculations.	<input type="checkbox"/>	<input type="checkbox"/>	2) Grading plan showing the proposed topography of the site at 2-foot contour intervals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. stormwater calculations.	<input type="checkbox"/>	<input type="checkbox"/>	3) The direction of proposed surface water drainage across the site and from the site, with an assessment of impacts on downstream properties.	<input type="checkbox"/>	<input type="checkbox"/>
c. erosion and sedimentation control measures.	<input type="checkbox"/>	<input type="checkbox"/>	4) Location and proposed screening of any on-site collection or storage facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. water quality and/or phosphorous export management provisions.	<input type="checkbox"/>	<input type="checkbox"/>	5) Location, dimensions, and materials to be used in the construction of proposed driveways, parking, and loading areas, and walkways, and any changes in traffic flow onto or off-site	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. If public water or sewerage will be utilized, provide a statement from the utility district regarding the adequacy of water supply in terms of quantity and pressure for both domestic and fire flows, and the capacity of the sewer system to accommodate additional wastewater.	<input type="checkbox"/>	<input type="checkbox"/>	6) Proposed landscaping and buffering	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Financial Capacity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7) Location, dimensions, and ground floor elevation of all buildings or expansions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Estimated costs of development and itemize estimated major expenses.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Location, front view, materials, and dimensions of proposed signs together with a method for securing sign	<input type="checkbox"/>	<input type="checkbox"/>
a. Financing (submit one of the following)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Location and type of exterior lighting. Photometric plan to demonstrate the coverage area of all lighting may be required by the Planning Board.	<input type="checkbox"/>	<input type="checkbox"/>
b. Letter of commitment to fund	<input type="checkbox"/>	<input type="checkbox"/>	10) Location of all utilities, including fire protection systems	<input type="checkbox"/>	<input type="checkbox"/>
1) Self-financing	<input type="checkbox"/>	<input type="checkbox"/>	11) Approval block: Provide space on the plan drawing for the following words, "Approved: Town of Windham Planning Board" along with space for signatures and date	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Annual corporate report	<input type="checkbox"/>	<input type="checkbox"/>	Major Final Site Plan Requirements		
3) Bank Statement	<input type="checkbox"/>	<input type="checkbox"/>	i. Narrative and/or plan describing how the proposed development plan relates to the sketch plan.	<input type="checkbox"/>	<input type="checkbox"/>

c. Other	<input type="checkbox"/>	<input type="checkbox"/>	II. Stormwater drainage and erosion control program shows:	<input type="checkbox"/>	<input type="checkbox"/>
1) Cash equity commitment of 20% of the total cost of development	<input type="checkbox"/>	<input type="checkbox"/>	a. The existing and proposed method of handling stormwater runoff	<input type="checkbox"/>	<input type="checkbox"/>
2) Financial plan for remaining financing.	<input type="checkbox"/>	<input type="checkbox"/>	b. The direction of the flow of the runoff, through the use of arrows and a description of the type of flow (e.g. sheet flow, concentrated flow, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
3) Letter from institution indicating intent to finance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	c. Location, elevation, and size of all catch basins, dry wells, drainage ditches, swales, retention basins, and storm sewers	<input type="checkbox"/>	<input type="checkbox"/>
Final Plan Submission Requirements (continued):	Applicant	Staff	d. Engineering calculations were used to determine drainage requirements based on the 25-year, 24-hour storm frequency.	<input type="checkbox"/>	<input type="checkbox"/>
a. If a registered corporation a Certificate of Good Standing from:	<input type="checkbox"/>	<input type="checkbox"/>	e. Methods of minimizing erosion and controlling sedimentation during and after construction.	<input type="checkbox"/>	<input type="checkbox"/>
b. Secretary of State, or	<input type="checkbox"/>	<input type="checkbox"/>	III. A groundwater impact analysis prepared by a groundwater hydrologist for projects involving on-site water supply or sewage disposal facilities with a capacity of 2,000 gallons or more per day	<input type="checkbox"/>	<input type="checkbox"/>
19. the statement signed by a corporate officer	<input type="checkbox"/>	<input type="checkbox"/>	IV. Name, registration number, and seal of the Maine Licensed Professional Architect, Engineer, Surveyor, Landscape Architect, and/or similar professional who prepared the plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Technical Capacity (address both).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	V. A utility plan showing, in addition to provisions for water supply and wastewater disposal, the location and nature of electrical, telephone, cable TV, and any other utility services to be installed on the site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Prior experience relating to developments in the Town. Personnel resumes or documents showing experience and qualification of development designers	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Plan Requirements – Existing Conditions			VI. A planting schedule keyed to the site plan indicating the general varieties and sizes of trees, shrubs, and other vegetation to be planted on the site, as well as information of provisions that will be made to retain and protect existing trees, shrubs, and other vegetation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A. Location Map adequate to locate project within the municipality	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
1) Vicinity Plan. Drawn to a scale of not over 400 feet to the inch, and showing area within 250 feet of the property line, and shall show the following:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	VII. Digital transfer of any site plan data to the town (GIS format)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Approximate location of all property lines and acreage of the parcel(s).	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
3) Locations, widths, and names of existing, filed, or proposed streets, easements, or building footprints.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	VIII. A traffic impact study if the project expansion will generate 50 or more trips during the AM or PM peak hour, or if required by the Planning Board	<input type="checkbox"/>	<input type="checkbox"/>
4) Location and designations of any public spaces.	<input type="checkbox"/>	<input type="checkbox"/>			
B. Outline of the proposed subdivision, together with its street system and an indication of the future probable street system of the remaining portion of the tract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
C. North Arrow identifying Grid North; Magnetic North with the declination between Grid and Magnetic; and whether Magnetic or Grid bearings were used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PDF/Electronic Submission.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. Location of all required building setbacks, yards, and buffers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

The undersigned hereby makes an application to the Town of Windham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.



APPLICANT OR AGENT'S SIGNATURE

3-6-23

DATE

DUSTIN M ROMA - AUTHORIZED AGENT

PLEASE TYPE OR PRINT THE NAME

SECTION 2

AGENT AUTHORIZATION

AGENT AUTHORIZATION

APPLICANT/ OWNER	Name	Peter Anania & Simon Beylin		
PROPERTY DESCRIPTION	Physical Address	44 Indian Rock Road, Suite 850	Map	38
		Windham, NH 03087	Lot	37-A
APPLICANT'S AGENT INFORMATION	Name	Dustin Roma, DM Roma Consulting Engineers		
	Phone	(207) 591 - 5055	Business Name & Mailing Address	DM Roma Consulting Engineers PO Box 1116 Windham, ME 04062
	Fax/Cell	(207) 310 - 0506		
	Email	Dustin@dmroma.com		

Said agent(s) may represent me/us before Windham Town officers and the Windham Planning Board to expedite and complete the approval of the proposed development for this parcel.




APPLICANT SIGNATURE

3-6-2023

DATE

Peter Anania

PLEASE TYPE OR PRINT NAME HERE



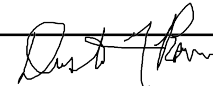
CO-APPLICANT SIGNATURE

3-6-2023

DATE

Simon Beylin

PLEASE TYPE OR PRINT NAME HERE



APPLICANT'S AGENT SIGNATURE

3-6-2023

DATE

Dustin Roma

PLEASE TYPE OR PRINT NAME HERE

SECTION 3

WAIVER REQUESTS

Section 3 – Waiver Requests

At this time we are not requesting any additional waivers.

SECTION 4

PROJECT NARRATIVE

Section 4 – Project Narrative

Zoning:	Village Commercial
Acreage:	2.1 Acres
Tax Map/Lot:	38/37-A
Existing Use:	Vacant Lot
Proposed Use:	Dwelling, Multifamily

The proposed project received Site Plan and Subdivision approval from the Windham Planning Board in 2020, and an Extension of Time was granted to the current owner of the property in 2022. The new applicants have entered into an agreement to purchase the project, which they intend to build out. Condition of Approval #4 required that prior to building permits being issued for the project the Planning Board must approve the proposed building elevations for the three buildings. We have enclosed building elevations and 3-D renderings of the site to show what is intended to be built, and we have included in Section 8 a narrative indicating how the proposed buildings have been designed to meet the Commercial Design Standards applicable to this district. Minor modifications have been made to the sidewalks and landscaping to accommodate the building design. The two 12-unit buildings will be constructed with full basements, so we were able to eliminate the exterior mechanical room that was depicted on the previously approved plans.

SECTION 5

RIGHT, TITLE OR INTEREST DOCUMENTS

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this 24th day of February, 2023, (the “Effective Date”) by and between Peter Anania and Simon Beylin, and/or an LLC of their creation, of 44 Indian Rock Road, Suite 850, Windham, New Hampshire (hereinafter “Buyer”) and Gledhill Investment Group, LLC, a Maine limited liability company having an address of 68 Capisic Street, Portland, ME 04102 (hereinafter “Seller”).

WITNESSETH

For and in consideration of the mutual covenants and agreements contained herein, the Seller hereby agrees to sell to the Buyer and the Buyer hereby agrees to purchase, the following described premises:

1. Purchased Assets.

1.1. Seller desires to sell certain real property (the “Real Estate”), known as Depot Street Residential Subdivision Map 38 Lot 37, located on Depot Street, Windham, Maine, and as further described in a certain deed recorded in the Cumberland County Registry of Deeds at Book 38876, Page 239 (referred to as the “Premises”); and

1.3. All of Seller’s right, title and interest (if any) in all transferable licenses, permits and warranties now in effect with respect to the Real Estate and in effect at Closing (as hereinafter defined) and in any way relating to the Premises, (collectively, the “Intangible Property”), all of which shall be transferred to Buyer;

1.4. Said interests in the Premises and Intangible Property shall sometimes be collectively referred to herein as the “Property”.

2. Purchase Price and Deposits. The agreed purchase price for the Property shall be [REDACTED] (the “Purchase Price”). Buyer shall pay the first [REDACTED] Seller’s Closing costs which may include legal fees incurred with respect to the transaction, if consummated.

Buyer shall pay a [REDACTED] deposit (the “Initial Deposit”) within 24 hours of execution of this Agreement to be held by Sweeney and Sweeney, PC, (the “Escrow Agent”).

The Deposit shall be held in Escrow Agent’s Trust Account and shall be credited toward the Purchase Price at closing, subject to the terms hereof.

All notices, demands and instructions with respect to the Deposit must be in writing. In the event that conflicting demands are made or served, Escrow Agent shall have the absolute right to withhold its performance with respect to the Deposits until it has received written notification satisfactory to Escrow Agent of an agreement between the parties or by final judgment of the court as to the disposition of the Deposits. In the event of conflicting demands, Escrow Agent may at its option institute a suit to determine who is entitled to said Deposits and the cost of said

action, including reasonable attorneys' fees and legal costs incurred by Escrow Agent, shall be paid out of said Deposits.

3. Evidence of Title. The Real Estate is to be conveyed by a good and sufficient Warranty Deed (the "Deed") running to the Buyer, in accordance with the terms set forth in Section 5.2, below.

4. Closing Date and Extension Thereof. Consummation of the transactions contemplated by this Agreement ("Closing") shall occur at a Sweeney & Sweeney, PC at a time to be mutually agreed upon by the parties. The Closing shall occur on or before fifteen (15) calendar days after the Due Diligence Expiration Date (defined below) (the "Closing Date").

5. Buyer's Conditions of Sale. The obligation of the Buyer to consummate the transactions contemplated by this Agreement is expressly conditioned on the satisfaction of each of the following conditions. Upon the failure of any condition set forth in this Section 5 and timely written notice thereof to the Seller as provided herein, the Buyer may terminate this Agreement and obtain an immediate, full refund of the Deposits.

5.1 Inspection/Investigations and Due Diligence. In addition to all other conditions to the completion of the transaction described in this Agreement, Seller and Buyer agree that the closing of this sale and purchase is subject to satisfaction, approval or waiver by Buyer of the following conditions on or before 5:00 p.m., Eastern Standard Time, on the day which is sixty (60) days following the Effective Date, (as defined and as may be extended as provided herein), the final day of which being known as the "Due Diligence Expiration Date", (such period being known as the "Due Diligence Period") provided that, if such a date falls on a weekend or holiday, the Due Diligence Expiration Date shall be the next business day:

5.1.1 Inspection and determination by Buyer in Buyer's sole and absolute discretion, that the condition and use of the Property is satisfactory in all respects for Buyer's purposes, including without limitation that: the Buyer's proposed use of the Premises will be in full compliance with applicable zoning codes, building codes (or exempted therefrom due to the age of the building or state statute), and similar laws and regulations, the Premises are sufficiently in compliance with all applicable laws and regulations. For the purpose of conducting physical inspections Seller agrees to provide Buyer and its authorized agents, reasonable access to the Premises at all reasonable times on business days during the Due Diligence Period upon at least twenty-four (24) hours prior written notice to Seller, and Buyer shall conduct such inspections in a manner not unreasonably disruptive to the operation of the Premises. Buyer hereby agrees to indemnify Seller and to hold Seller, Seller's agents and employees and the Property harmless from and against any and all losses, costs, damages, claims or liabilities including, but not limited to, mechanic's and materialmen's liens and reasonable attorneys' fees, arising out of or in connection with Buyer's access to or entry upon the Premises under this Section 5, but the foregoing shall not extend to liability or loss arising out of any existing hazardous waste or other hazardous condition in existence at the Premises as of the date of such inspection. In addition, if requested by Seller, Buyer shall be responsible, prior to any entry onto the Premises to provide Seller with insurance certificates for all contractors performing testing at the Premises, naming the Seller as an additional insured. In any event, Buyer shall restore the Premises to its original condition immediately following any inspections.

5.1.2 Seller shall provide and transfer all plans, approvals and documentation in its possession. Buyer understands and agrees that the current approval extension expires in July 2023, with another one year extension being possible. In any event, building plans and elevations still need to be submitted to the Town prior to the commencement of building and /or extension.

5.1.3 Should Buyer desire, Buyer may extend the Due Diligence Period for an additional thirty (30) day time periods by giving written notice to the Seller of their intent to do so, provided that Buyer deposits an additional [REDACTED] with the Escrow Agent at the time of each such extension (the "Additional Deposits"). Further, if the Buyer exercises the available extension, the Initial Deposit and the Additional Deposits shall be non-refundable, except at otherwise provided herein.

5.1.4 Upon execution of this Agreement Seller shall provide Buyer with a copy of the most recent survey completed of the Property.

If Buyer determines, within its sole discretion, that the condition of the Premises or any other matter related to the Premises is not acceptable for any or no reason or if Buyer cannot obtain a fully approved subdivision plan based on plans submitted by Buyer, then Buyer shall have the right to terminate this Agreement, by giving written notice of termination to Seller prior to the Due Diligence Expiration Date, as may be extended. Upon timely provision of notice of the Buyer's termination of the Agreement prior to exercising the second available extension, the Deposit and any Additional Deposit paid shall be immediately refunded in full and this Agreement shall become null and void and the parties shall have no further rights or obligations hereunder (except those that expressly survive termination).

5.2 Evidence of Title. The Property is to be conveyed by a good and sufficient Warranty Deed (the "Deed") running to the Buyer. The Deed shall convey a good and clear record and marketable and insurable title thereto, free of all encumbrances whatsoever, except (a) provisions of existing building and zoning laws (b) real estate taxes and assessments for the then current year as are not due and payable by the Closing Date and (c) any easement or use restriction of record presently in force and applicable which does not interfere with the reasonable use of Premises as now used and which are acceptable to Buyer (the "Permitted Exceptions"). Full possession of the Property, free from all tenants, shall be delivered at the time of the delivery of the Deed, said Property to be then in the same condition as it is now, reasonable use and wear thereof excepted.

5.2.1 On or before the Due Diligence Expiration Date (the "Title Objection Period"), the Buyer shall undertake an examination of title to and/or survey of the Premises, at its sole cost and expense, and may deliver to Seller a written notice identifying any defects in title, encumbrances or other matters (i) which would render title to the Premises uninsurable, or (ii) to which the Buyer reasonably objects and which shall be cured or otherwise addressed to Buyer's satisfaction prior to Closing.

5.2.2 Buyer shall have until five (5) days prior to the expiration of the Due Diligence Period (the "Buyer Objection Deadline") to notify Seller in writing of any objections (the "Buyer Objection Notice") which Buyer may have to any matters reported or shown in the title examination. If Buyer delivers the Buyer Objection Notice, then, Seller may deliver a response to Buyer Objection Notice (the "Seller Response") no later than three (3) days after the date of

the Buyer Objection Notice (the “Response Deadline”). If Seller fails to deliver the Seller Response on or before the Response Deadline, Seller shall be deemed to have elected not to cure any matter set forth in the Buyer Objection Notice. If Seller elects or is deemed to have elected not to cure any matter set forth in the Buyer Objection Notice, Buyer shall have the right either to (x) waive such matter and proceed to Closing, or (y) terminate this Agreement on or before the expiration of the Due Diligence Period, in which case, (i) Escrow Agent shall return the Initial Deposit and any Additional Deposits paid to Buyer, and (ii) this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement). If Buyer fails to deliver a written termination notice pursuant to this Section 5.2.2 and the Seller Response contains any commitment to cure any of the items set forth in the Buyer Objection Notice, such cures shall be additional conditions precedent to Buyer’s obligation to close.

If Seller agrees to cure any matter set forth in the Buyer Objection Notice and such matter remains uncured on the Closing Date then Buyer shall either (i) take such title as Seller may give, or (ii) be entitled to a return of the Initial Deposit and any Additional Deposits paid, and this Agreement shall terminate, and the rights and liabilities of the parties likewise shall terminate, except as to those obligations that are specifically intended to survive.

Notwithstanding anything herein to the contrary, if the Title Documents are updated after the Buyer Objection Deadline, Buyer shall have the right to object (each, a “New Buyer Objection”) to any additional matter disclosed in any such update of the Title Documents (notwithstanding the passage of the Due Diligence Period) that was not disclosed in the Title Documents prior to the Buyer Objection Deadline, and provided that with respect to any new Survey matters, Buyer must have received updated Surveys prior to the Buyer Objection Deadline (each, a “New Title Matter”). If Seller is unable or unwilling to cure any such New Title Matter to Buyer’s satisfaction (in Buyer’s sole discretion) within the lesser of five (5) days following receipt by Seller of a New Buyer Objection or the Closing Date, Buyer shall have the right either to (i) waive such New Title Matter and proceed to Closing, or (ii) terminate this Agreement and receive a return of the Initial Deposit and any Additional Deposits paid.

Notwithstanding anything to the contrary set forth herein, the Seller shall cause all financial encumbrances to be discharged or released on or before the Closing.

5.2.3 During the pendency of this Agreement, the Seller shall not (i) grant any easements, establish any covenants, nor suffer, permit or grant any encumbrances (including mortgages, liens or attachments) or (ii) grant, transfer, assign, convey, pledge, mortgage or otherwise hypothecate any interest in the Premises, or suffer the same to occur. Buyer shall have the right to prior to Closing to make additional objections to title with respect to any matters which would properly be the subject of a title objection, but which first appear of record after the date of Buyer’s notice above and, in any such event, Seller shall use commercially reasonable efforts prior to Closing to cure any such additional objections to title which would properly be the subject of an objection to title, subject to the limitations and extension rights set forth above.

5.2.4 In the event that (i) the title objections above are not cured prior to expiration of the Cure Period to the reasonable satisfaction of the Buyer or (ii) the Seller is unable to obtain discharges or releases of the financial encumbrances on or prior to Closing, then, at the Buyer’s

election either (i) this Agreement shall terminate, the Deposit shall promptly be returned to the Buyer, and neither

Party shall have any further obligations to or rights against the other under this Agreement; or (ii) the Buyer may elect to proceed with the Closing and accept such title to the Premises as the Seller can convey; provided, that sufficient funds may be placed in escrow at the Closing to discharge any financial encumbrances.

6. Access to the Premises.

6.1 The Seller hereby grants to the Buyer, its engineers, surveyors, and other agents and independent contractors, reasonable access to the Premises upon reasonable notice to the Seller and to complete its Due Diligence examination of the Premises pursuant to Section 5.1.1 hereof.

6.2 The Buyer shall promptly restore to its prior condition any portion of the Premises disturbed by the Buyer in connection with such activities. The Buyer, its agents and independent contractors, shall use their best efforts to minimize the disturbances and impact on the Seller during such activities.

6.3 Before the Buyer or any agents or subcontractors of the Buyer enter on to the Premises for the purposes of conducting tests or performing other due diligence activities, the Buyer shall provide the Seller with a certificate of insurance naming the Seller as an additional insured evidencing general liability coverage.

7. Seller's Covenants Prior to Closing. Between the date hereof and the Closing:

7.1 During the term of this Agreement, Seller agrees not to advertise, market, offer for sale or show the Premises or Business to any other prospective purchasers or negotiate, make or accept any offers for the Premises or Business (whether or not subordinate to this Contract) from any other prospective purchasers.

7.2 Without Buyer's prior written approval, which may be withheld in Buyer's sole discretion, Seller shall not directly or indirectly (i) sell, contribute, assign or create any right, title or interest whatsoever in or to the Property, (ii) cause or permit any mortgage, deed of trust, lien arising by, through or under Seller affecting the Property which secures an obligation to pay money (other than installments of real and personal property taxes and liens for special improvements not delinquent as of the Closing), assessment, obligation, interest, encroachment or liability whatsoever to be placed of record against the Property (other than the Permitted Exceptions), or (iii) enter into any agreement to do any of the foregoing.

7.3 Without Buyer's prior written approval, which may be withheld in Buyer's sole discretion prior to the date which is five (5) days prior to the end of the Due Diligence Period and in Buyer's sole discretion thereafter, Seller shall not or file for, pursue, accept or obtain any zoning, land use permit or other development approval or entitlement, or consent to the inclusion of the Property into any special district, other than to effectuate the subdivision of a 31 unit subdivision as contemplated above.

7.4 Prior to the Closing Date, Seller shall promptly provide Buyer with notice and copies of (i) all material correspondence, notices, summons, orders, complaints or other documents Seller receives in writing from governmental entities, insurance providers, or contractors which pertain to the Property; (ii) any and all litigation, condemnation, enforcement, cleanup, removal or other regulatory claims which are threatened in writing, instituted, adjudicated or completed by any governmental entity or third party with respect to the Property; and (iii) any other written claim made or threatened by any third party or governmental entity relating to the Property.

8. Representations and Warranties.

8.1. Seller's Representations and Warranties.

The Seller represents and warrants to the Buyer that the following representations are true and accurate with respect to the Premises as of the Effective Date, and it shall be a condition to the Buyer's obligation to close that such representations and warranties shall be true at the time of Closing.

8.1.1 Seller has received no written notice from any governmental authority of any pending or threatened (i) zoning, building, fire or health code violations or violations of other governmental requirements or regulations with respect to the Premises that have not previously been corrected), (ii) no pending special assessments from any municipal or other governmental authority, or (iii) any condemnation of the Premises and, to Seller's knowledge without inquiry, no such violations exist and no such condemnation proceedings are imminent.

8.1.2 There are no legal actions pending, nor to Seller's knowledge without inquiry threatened, against the Premises or Seller.

8.1.3 Excluding any agreements entered into by tenants at the Premises in connection with the operation of the Business, there are currently no service contracts in effect with respect to the Property other than service contracts terminable upon not more than thirty (30) days' notice.

8.1.4 Seller has full authority to perform its obligations hereunder and neither this Agreement nor the performance of any of Seller's obligations hereunder violates or materially conflicts with any other agreement or document by which Seller is bound, Seller's execution, delivery and performance of this Agreement and the transaction contemplated hereby have been duly authorized pursuant to all requisite actions.

8.1.5 Seller has not received any written notice from any governmental authority claiming any violation of any federal, state or local statute, ordinance, regulation, administrative order or court order or decree pertaining to any hazardous substance on, under or over the Property or demanding clean-up or any other remedial action, or payment or contribution for any environmental contamination or any damages attributable thereto which have not been complied with or otherwise satisfied and, to the best of Seller's knowledge, no such environmental violations exist and has no knowledge of the existence of any underground fuel or oil storage tanks on the Property.

8.1.6 Seller has not commenced nor has Seller received notice of the commencement of any proceeding, which would affect the present zoning classification of the premises. Seller will not

initiate any such proceedings and will promptly notify Buyer if Seller receives notice of any such proceeding commenced by third parties.

8.1.7 There is no pending Seller bankruptcy, mortgage foreclosure, requirement for third party approval or other legal proceedings that would inhibit this conveyance.

8.1.8 The Seller has received no notice of eminent domain taking, condemnation, building, zoning or sanitary code violations, betterment or assessment, actual or proposed, with respect to the Property, and Seller has no reason to believe that any such eminent domain taking, condemnation, betterment or assessment has been proposed or is under construction.

8.1.9 There are no outstanding third-party contracts which affect the Premises which will survive delivery of the Deed.

8.1.10 Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in (a) the Code and the corresponding income tax regulations, and (b) similar provisions of state law. Buyer has no duty to collect withholding taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended, or any applicable foreign, state, or local law. Seller is not a Prohibited Person. To Seller's knowledge, none of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Agreement is a Prohibited Person. The assets Seller will transfer to Buyer under this Agreement are not the property of, and are not beneficially owned, directly or indirectly, by a Prohibited Person. The assets Seller will transfer to Buyer under this Agreement are not the proceeds of specified unlawful activity as defined by 18 U.S.C. §1956(c)(7).

8.1.11 Seller shall cooperate with Buyer in all respects in connection with Buyer's applications for permits and other entitlements, as applicable.

8.1.12 The Seller agrees Buyer is purchasing all Intangible Property located at the Premises. The Seller shall remain fully responsible for any claims of any third party arising from the Seller's operation of its business prior to transfer of title on or related to the Property and shall indemnify and hold harmless the Buyer against any such claims, including without limitation any court costs or reasonable attorney fees, whether or not such claim is brought to suit. This section shall survive the date of closing.

8.1.13 The Property has direct access to and from a public right-of-way.

8.2. Buyer's Representations and Warranties.

The Buyer represents and warrants to Seller the following representations are true and accurate with respect to this Agreement, and it shall be a condition of Seller's obligation to close that such representations and warranties shall be true at the time of Closing:

8.2.1. The execution, delivery, and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not (a) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer; (b) conflict with, or result in (with or without notice or lapse of

time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Buyer is a party. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

8.2.2. This Agreement constitutes a valid and legally binding obligation of the Buyer and is fully enforceable against the Buyer in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, reorganization, insolvency, or similar laws). The execution, delivery and performance by the Seller of this Agreement and the documents delivered or to be delivered hereunder and the consummation of the transactions contemplated herein have been duly authorized by all requisite company action on the part of the Buyer.

9. Adjustments at Closing. All deposit monies paid by Buyer shall be a credit toward the purchase price at closing. Subject to the [REDACTED] amount to be paid to Seller pursuant to Section 2.1, the following adjustments shall be prorated on a per diem basis up to and including the Closing Date as customary in Maine: all real estate taxes, water, sewer and other municipal charges accruing in the calendar year of Closing.

10. Transfer Taxes; Title Charges. Seller and Buyer agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located, if any and shall share equally in the cost of real estate transfer taxes. Seller shall pay the cost of the preparation and recording of the Warranty Deed. Buyer shall pay the costs of any title search and title insurance and costs associated with its due diligence. Subject to the \$2,500 amount to be paid to Seller pursuant to Section 2.1, each party shall pay its own attorneys' fees.

11. Seller's Closing Deliverables. At Closing the Seller, as applicable, shall provide and/or execute and deliver to the Buyer, as the case may be each of the following:

11.1 A duly executed and acknowledged Warranty Deed conveying the Premises in fee simple, subject only to the Permitted Exceptions; Assignment of all of the Seller's right, title and interest, along with the original (or, if not available, photocopy of to the extent same are in Seller's possession) plans and specifications, site plans, building and development permits, certificates of occupancy, surveys, operating permits, licenses, environmental reports, data and studies of the Seller or its agents or its broker, if any, and which relate to the development, construction, governmental compliance, occupancy, maintenance or operation of the Premises;

11.2 Internal Revenue Code Section 1445 Affidavit of Non-Foreign Status;

11.3 A duly executed an acknowledged usual and customary title affidavit, in form satisfactory to Buyer and Buyer's title company;

11.4 All other documents and agreements reasonably required by Buyer or Buyer's title company.

12. Buyer's Closing Deliverables. At Closing the Buyer, as applicable, shall provide and/or execute and deliver to the Seller, as the case may be, each of the following items:

12.1 The balance of the Purchase Price in accordance with Section 2, less adjustments;

13.2 Such other documents as are reasonably necessary to complete the transactions contemplated by this Agreement.

13. Risk of Loss. Except as provided in any indemnity provisions of this Agreement, Seller shall bear all risk of loss with respect to the Premises up to the earlier of the dates upon which either possession or title is transferred to Buyer in accordance with this Agreement. Notwithstanding the foregoing, in the event of damage to the Premises by fire or other casualty from and after the Effective Date but prior to the Closing Date, the Buyer's obligations hereunder to purchase the Premises may be terminated at the option of Buyer, which option shall be exercised, if at all, by Buyer's written notice thereof to Seller within five (5) days after Buyer receives written notice of such fire or other casualty and said insurance adjuster's determination of the amount of such damages, and upon the exercise of such option by Buyer the obligations of the parties hereunder to sell or purchase (as applicable) the Premises shall become null and void, the Earnest Money shall be promptly returned to Buyer (along with all accrued interest thereon), and neither party shall have any further liability or obligations hereunder except for Buyer's indemnification and hold harmless obligations set forth in this Agreement. If Buyer does not so elect to terminate, then the Buyer's obligations hereunder to purchase the Premises shall remain in full force and effect and Seller shall assign and transfer to Buyer on the Closing Date all of Seller's right, title and interest in and to all insurance proceeds (if any) paid or payable to Seller on account of such fire or casualty, and credit the Purchase Price with the amount of any deductible subtracted from the proceeds, and Seller shall have no obligation to repair or restore the Premises.

14. Condemnation. In the event between the date of this Agreement and the Closing Date, any condemnation or eminent domain proceedings against any material part of the Premises, or the taking or closing of any right of access to the Premises, Buyer may:

14.1 terminate the obligations of the parties hereunder to purchase and sell (as applicable) the Premises by written notice to Seller as contemplated by the final paragraph of this Section 14, and upon the exercise of such option by Buyer the obligations of the parties hereunder to sell or purchase (as applicable) the Premises shall become null and void, the Initial Deposit and any Additional Deposits paid shall be returned to Buyer, and neither party shall have any further liability or obligations hereunder except as otherwise expressly provided for herein, including without limitation Buyer's indemnification and hold harmless obligations set forth in Section 5.1 of this Agreement; or

14.2 proceed with the Closing, in which event Seller shall assign to Buyer all of Seller's right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings, and the amount of any deductible shall be a credit against the Purchase Price.

14.3 Seller shall not settle or compromise any insurance claim or condemnation action without the prior written consent of Buyer, and Buyer shall have the option to participate in any such claim or action. Seller shall obtain Buyer's prior approval (which shall not be unreasonably withheld, delayed or conditioned) (including the plans, contracts and contractors for such repair

work), and (ii) the repair of any other casualty or condemnation if such repair will not be fully and completely repaired prior to Closing.

Seller shall immediately notify Buyer in writing of the commencement or occurrence of any condemnation or eminent domain proceedings. Buyer shall then notify Seller, within five (5) days of Buyer's receipt or deemed receipt of Seller's notice, whether Buyer elects to exercise its rights to terminate this Agreement and receive a full return of the Initial Deposit and any Additional Deposits paid.

15. Confidentiality. It is acknowledged by Buyer and Seller that the information provided is confidential; therefore, Buyer and Seller agree not to disclose that any discussions or contacts with the other party that have occurred or are intended, other than as provided for in the following paragraph.

It is acknowledged by Buyer and Seller that the information as furnished by one party to the other is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by such party, except as provided in this Agreement, may cause serious harm or damage to the other party, its owners and officers. Therefore, each party agrees that it will not use the information furnished for any purpose other than in connection with fulfilling its obligations under this Agreement. Each party will not either directly or indirectly, either in whole or in part disclose information regarding this transaction to any third party other than its professionals, advisors, consultants, contractors, accountants, legal counsel, lender or other professional used in connection with the transaction contemplated herein; provided, however that any disclosure of information may be made to which the other party consents in writing. Notwithstanding the foregoing, Buyer may disclose information relating to this Property as necessary to obtain permits and other entitlements. If the Buyer does not purchase the Premises for any reason, the Buyer will return to Seller all records, reports, documents, and memoranda furnished by Seller and will not make or retain any copy thereof. The duty of confidentiality shall survive the termination of this Agreement.

16. Assignment. Buyer may assign this Agreement, in its sole discretion.

17. Broker. The parties confirm no brokers are involved in this sale. If any person or entity asserts any claim for a commission for services rendered to either party, the party against whom a claim is asserted shall be solely liable for such claim and shall indemnify and hold the other harmless from any such claim and liability for sales commissions. Each party hereby indemnifies the other party for any claims made by any broker claiming a right to compensation with respect to this transaction as a result of a contract or agreement with the indemnifying party and said indemnity shall include all costs of defending any such claim, including reasonable attorney's fees. The Buyer acknowledges the Seller's principal is a Maine real estate broker acting on his own behalf with no commission claims to this transaction.

18. Indemnification Provisions.

19.1 The Seller shall indemnify and hold the Buyer harmless from and against any and all liability, injury, damage or cost, including reasonable attorneys' fees, arising out of or relating to a breach of any warranty or representation made by Seller under this Agreement.

18.2 The Buyer shall indemnify and hold the Seller harmless from and against any and all liability, injury, damage or cost, including reasonable attorneys' fees, arising out of or relating to a breach of any warranty or representation made by Buyer under this Agreement.

19. Buyer's Default. If Buyer fails to close as and when required by this Agreement, Seller may, as its exclusive remedy, terminate this Agreement by written notice to Buyer and receive the Initial Deposit and any Additional Deposits paid as liquidated damages, thereby releasing the parties from this Agreement, except for any provision hereof which expressly survives termination. BUYER AND SELLER AGREE THAT SELLER'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX. THE PARTIES THEREFORE AGREE THAT, IN SUCH EVENT, SELLER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, IS ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT AND ANY ADDITIONAL DEPOSITS PAID, IN WHICH CASE, (A) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF BUYER AND SELLER HEREUNDER SHALL BE OF NO FURTHER FORCE OR EFFECT AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER OTHER THAN PURSUANT TO ANY PROVISION HEREOF WHICH EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT, AND (B) ESCROW AGENT SHALL DELIVER THE DEPOSIT AND ANY ADDITIONAL DEPOSITS PAID TO SELLER PURSUANT TO SELLER'S INSTRUCTIONS, AND THE SAME SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES. THE PARTIES HEREBY AGREE THAT THE AMOUNT OF THE DEPOSIT AND ANY ADDITIONAL DEPOSITS PAID ARE A FAIR AND REASONABLE ESTIMATE OF THE TOTAL DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE CLOSING IN BREACH HEREOF. SELLER IRREVOCABLY WAIVES THE RIGHT TO SEEK OR OBTAIN ANY OTHER LEGAL OR EQUITABLE REMEDIES, INCLUDING THE REMEDIES OF DAMAGES AND SPECIFIC PERFORMANCE FOR BUYER'S FAILURE TO CONSUMMATE THE CLOSING IN BREACH HEREOF.

20. Seller's Default. In the event of a default by the Seller in the performance or observance of any of the Seller's duties or obligations herein contained, and upon the failure of the Seller to cure such default within thirty (30) days following written notice thereof from the Buyer, then the Buyer, at its option, may either: (i) terminate this Agreement and receive a refund of the Initial Deposit and any Additional Deposits paid; or (ii) specifically enforce this Agreement, by legal or equitable action.

21. Survival. All of applicable Seller's and Buyer's respective representations, warranties, covenants and indemnities set forth in this Agreement, shall be deemed to merge into the instrument of conveyance delivered at Closing.

22. Costs Regarding Default. All reasonable attorney's fees and court costs incurred by a non-defaulting party to enforce this Agreement against a defaulting party shall be paid by the defaulting party.

23. Time Frames of the Essence. **TIME IS OF THE ESSENCE** with respect to all time frames set forth in this Agreement.

24. Notices. Any notices required or desired to be given pursuant to this Agreement shall be in writing, mailed to the parties at the addresses set forth herein, or such other addresses as shall be provided in writing. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed given on the business day following the day such notice or other communication is sent by overnight courier.

25. Entire Agreement. This instrument constitutes the entire Agreement between the Buyer and the Seller with respect to the subject matter hereof, and there are no agreements, understandings, warranties or representations between the Buyer and the Seller except as set forth herein. This Agreement cannot be amended except in writing executed by the Buyer and the Seller.

26. Binding Effect. This Agreement will inure to the benefit of and bind the respective heirs, successors and permitted assignees of the parties hereto.

27. Governing Law and Disputes. This Agreement shall be interpreted under and construed in accordance with the laws of the State of Maine without regard to its conflicts of law and the parties consent to the exclusive jurisdiction of the State Courts in and for the State of Maine with regard to any matter arising out of this Agreement, including the right to seek injunctive relief. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof.

28. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed at closing, the Seller and the Buyer agree to perform such other acts and to execute and/or deliver such other instruments and documents as either Seller or Buyer, or their respective legal counsel, may reasonably require to effectuate the objectives of this Agreement.

Signed as of the Effective Date.

SELLER:

Gledhill Investment Group, LLC

Jeffrey Tounge



02/27/2023

Signer ID: 0FCTOC0FN9...

Its: Manager

BUYER:

Simon Beylin



02/27/2023

Signer ID: 85KDDXPO79...

Peter Anania



02/27/2023

Signer ID: HUU4ETVXE6...

RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:
John M. Sullivan
PretiFlaherty, LLP
One City Center
P.O. Box 9546
Portland, ME 04112-9546

DLN: 1002140171280

WARRANTY DEED

MCL REALTY LLC, a Maine limited liability company, with a primary place of business in Portland, Cumberland County, Maine, for consideration paid, grants to **GLEDHILL INVESTMENT GROUP LLC**, a Maine limited liability company, with a mailing address of c/o Jeffrey Tounge, 68 Capisic Street, Portland, Maine 04102, with Warranty Covenants, the land together with the buildings and improvements thereon, located in Windham, Cumberland County, Maine, more particularly bounded and described as follows:

A certain lot or parcel of land with the buildings and improvements thereon, situated on the northerly sideline of Depot Street and easterly of, but not adjacent to, Mechanic Street, Windham, Cumberland County, Maine, more particularly bounded and described as followed:

Beginning at an iron pin set on the easterly line of land now or formerly of Michael and Alexandra Moras as described in a deed recorded in Book 27335, Page 329 of the Cumberland County Registry of Deeds, said iron pin set also being a distance of 40.50 feet S 77° 12' 47" W of a 48" diameter Maple Tree;

Thence N 12° 19' 25" W a distance of 60.69 feet to a 3/4" iron pin found;

Thence N 10° 37' 34" W a distance of 65.75 feet to a 1/2" iron pin found;

Thence N 85° 16' 19" E a distance of 225.79 feet to a 1 1/2" iron pin found;

Thence in a generally easterly direction across two culverts to a point, said point also being the northwesterly corner of Lot 5 as depicted on the plan entitled "Plan of Land, Main Street, Windham, Maine", dated December 11, 1984 and revised January 10, 1985, prepared by James C. Lauzier Land Surveying, and recorded in said Registry in Plan Book 146, Page 22, said point also being the northeasterly corner of the land being herein conveyed;

Thence S 19° 19' 42" E a distance of 347.07 feet to a point on the northerly sideline of Depot Street;

Thence S 56° 35' 41" W a distance of 80.36 feet along the northerly sideline of said Depot Street;

Thence S 73° 59' 41" W a distance of 19.14 feet to a point along the northerly sideline of said Depot Street;

Thence in a generally northerly direction to an iron pin found (capped "Eaton"), said point being the southwesterly corner of land of Lot 3 as depicted on the plan entitled "Plan of Land, Main Street, Windham, Maine", dated December 11, 1984 and revised January 10, 1985, prepared by James C. Lauzier Land Surveying, and recorded in said Registry in Plan Book 146, Page 22;

Thence N 16° 07' 46" W a distance of 134.88 feet to a point, said point also being 5.92 feet N 73° 53' 07 E from an iron pin found;

Thence S 73° 53' 07 W a distance of 5.92 feet to an iron pin found;

Thence S 73° 53' 07 W a distance of 190.48 feet, crossing a drainage ditch and through a Maple Tree, to an iron pin set;

Thence N 02° 16' 50" W a distance of 59.54 feet to an iron pin set;

Thence N 22° 31' 18" W a distance of 135.00 feet to a point at or near a 48" diameter Maple Tree;

Thence S 77° 12' 47" E a distance of 40.50 feet to the point of beginning.

TOGETHER WITH a right of way reserved in a deed from Emily N. Dow to L. C. Andrew, dated April 30, 1995, and recorded in the Cumberland County Registry of Deeds in Book 2605, Page 467.

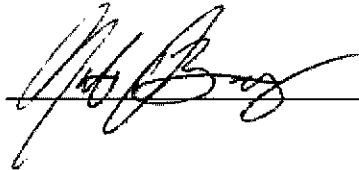
The above description is based on Sheet 1 of 2 of the plan entitled "Amended Plan, Little Falls Industrial Condominium", dated June 9, 2016, prepared by St. Germain Collins, and recorded in the Cumberland County Registry of Deeds in Plan Book 216, Page 189. See also deed from Anania & Associates to MCL Realty LLC, dated January 1, 2008, and recorded in said Registry in Book 26608, Page 50; and deed from Cedar Associates to MCL Realty, dated September 28, 2001, and recorded in said Registry in Book 16912, Page 125.


[signature page follows]

WITNESS my hand and seal this 9 day of November 2021.

WITNESS:

MCL REALTY LLC



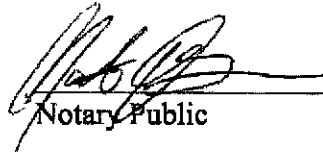
By: 
Peter V. Anania, President

STATE OF MAINE
COUNTY OF Cumberland

November 9, 2021

Then personally appeared the above-named Peter V. Anania, the President of MCL Realty LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of MCL Realty LLC.

Before me,



Notary Public

Print Name: Nathan Beasley

Commission Expires: July 23, 2025
(Affix notarial seal)

Nathan J. Beasley
Notary Public, Maine
My Commission Expires July 23, 2025

SECTION 6

TECHNICAL CAPACITY OF THE APPLICANT

Section 6 – Technical Capacity of the Applicant

Peter Anania and Simon Beylin are the joint applicants for this project. Simon is a General Contractor based out of New Hampshire with extensive experience in managing large commercial construction projects.

DM Roma Consulting Engineers has been retained to perform Civil Engineering design and Land Permitting through the Town and State. The Licensed Professional Engineers at DM Roma have been designing land development projects for over 17 years and have extensive experience with Stormwater Management Design, Roadway and Utility engineering, Site grading, Erosion Control design, Engineering of on-site wastewater disposal systems, and regulatory permitting through local municipalities, the Maine Department of Environmental Protection, the Maine Department of Transportation, US Army Corps of Engineers and other affiliated agencies.

DSA Architects has been retained to perform Architectural Design services for the buildings. Doug Shoop is a licensed Architect and specializes in large scale residential homes and multi-family residential buildings.

SECTION 7

PROJECT COST ESTIMATE AND FINANCIAL CAPACITY

Section 7 – Project Cost Estimate and Financial Capacity

The project sitework costs are estimated to be the following:

1. Site Preparation/Fill	\$150,000
2. Aggregates for Drives, Parking & Sidewalks	\$80,000
3. Water Services	\$40,000
4. Electrical Services	\$20,000
5. Stormwater Collection & Treatment	\$120,000
6. Wastewater Collection	\$35,000
7. Loam, Lawn & Landscaping	\$45,000
8. Curbing & Bituminous Paving	<u>\$105,000</u>

Total Sitework Estimate: \$595,000

The 31-units of building cost is estimated at \$5,000,000 based on a total floor area of approximately 35,000 square feet.

Enclosed is a letter indicating that the applicant has the financial capacity to complete the project.



Pentucket Bank

March 6, 2023

Simon Beylin, President
Beylin Builders
44 Indian Rock Road, Suite 850
Windham, NH 03087

Dear Simon:

On behalf of the Pentucket Bank, I am pleased to present the following **Financing Proposal** for your review and further discussion. Please note that this is a financing proposal for discussion purposes and not a financing commitment. Upon acceptance of these terms, we will begin underwriting this request in order to seek a loan commitment.

I. Construction Loan and Mortgage and Letter of Credit

Borrower: "TBD Entity"

Loan Type:

1. This will begin as a construction loan and then convert to an amortizing commercial real estate mortgage ("CREM").
2. Letter of Credit

Loan Amount:

1. \$4,432,000 (limited to a 65% LTV based upon an as-complete appraised value)
2. \$4,432,000

Purpose: Assist with the acquisition of land located at Map 38 lot 37 subdivision on Depot St, Windham, ME (property address TBD) and construction of 3 residential buildings (the "Property"). The buildings to be constructed total 31 residential units.

Term:

1. 18-month construction loan converting to a 25-year permanent mortgage loan with 25 year amortization.
2. 18-month Letter of Credit

Interest Rate: The construction loan will be priced at the Wall Street Journal Prime Rate (index). Payments during the construction period will be interest-only.

One Merrimack Street
Haverhill, Massachusetts 01830

PentucketBank.com
978-556-5414



The permanent mortgage will be priced at the Federal Home Loan Bank of Boston (FHLBB) classic advance rate plus 2.25% for the first five years. The rate will be set 5 days prior to closing. As of today, the “all in rate” would be 6.77%. The rate will adjust on each 5th anniversary based on the same index and spread.

Interest Reserve: The project calls for \$515,000 in interest carry during the construction period. Interest will be paid by the advances on the construction loan each month up to \$515,000. If interest exceeds \$515,000, Borrower will be required to fund interest reserve account sufficient to carry out the remainder of the project.

Repayment: Payments for the first 18 months will consist of interest only. After the first 18 months, the loan will amortize based on a 25 year schedule with principal and interest due monthly. Based on a 5 year fixed rate of 6.77%, monthly payments will be approximately \$30,941.

Prepayment Penalty: There will be a prepayment penalty during the first 5 years, which will be 5%, 4%, 3%, 2%, 1% in years 1-5, respectively, of the then outstanding balance if the property is refinanced with another institution.

Origination Fee:

1. \$22,160 (0.5%)
2. \$22,160 (0.5%)

Collateral: A first mortgage and an assignment of leases and rents on the Property along with an assignment of all permits and construction contracts, plans & specifications, architectural/engineering drawings, etc. related to the development/ project.

Guarantor: Unlimited Personal Guaranty of Simon Beylin and corporate guarantee of Beylin Builders.

Financial Reporting: The Borrower will provide Federal Income Tax Returns to the Bank annually within 30 days filing said returns with the IRS. Guarantors will provide updated personal financial statements and personal and business tax returns within 30 days filing said returns with the IRS.



- Appraisal:** The loan will be subject to the Bank's receipt, review and acceptance of appraisal showing the "as is," "as complete," and "as stabilized" value of the Property by an appraiser satisfactory to the Bank.
- Environmental:** The loan will be subject to the Bank's receipt, review and acceptance of an environmental report provided by a licensed company satisfactory to the Bank. If any such reports exist, the Bank shall review and determine if anything further is necessary after review of the report.
- Construction Inspections / Review** The Borrower shall be responsible for the all cost associated with the Construction/Project Review by an inspector of the Bank's choosing. This includes, but is not limited to: an initial review of the plans, specifications, permits, contracts, etc.; inspections for each disbursement; and a post construction review/inspection.
- Insurance:** Evidence of insurance on the property, naming the Bank as first mortgagee and loss payee, shall be provided on or before closing. The coverage shall be the greater of the loan amount or full replacement cost of the property.
- Flood Insurance:** If the property is located in a special flood hazard area the Bank will require flood insurance coverage in an amount acceptable to the Bank.
- Title:** The Bank will require that a title search be accomplished on the subject property to include review as to access and compliance with state and local zoning.
- Title Insurance:** A title insurance policy insuring the property in a form satisfactory to the Bank in the full amount of the loan shall be provided.

II. Other

- Expenses:** The Borrower will be responsible for all expenses related to the loan, whether or not the loan actually closes, including but not limited to: Real



Estate Appraisal Fee, Environmental Due Diligence Cost, Attorney's Fees and Expenses, Title Search and Title Insurance.

**Financial
Covenants:**

Covenants will begin in 2025 and will be determined based on information contained in the Borrower's federal income tax return.

1. Pre-distribution DSCR: Annual debt service coverage ratio $\geq 1.25x$ defined as (Borrower's net income plus depreciation plus interest) all divided by the annual scheduled principal and interest payments for Borrower.
2. Post-distribution DSCR: Annual debt service coverage ratio $\geq 1.05x$ defined as (Borrower's net income plus depreciation plus interest less distributions to the owner) all divided by the annual scheduled principal and interest payments for Borrower.

Other:

- Borrower will maintain primary operating account at the Bank.
- Monthly loan payments will be automatically debited from the Borrower's account at the Bank.
- Borrower shall have the option, at its discretion, to escrow real estate property taxes with the Bank.

**Additional
Information
Required**

The Bank needs the following information before it can complete the underwriting process and seek loan approval

- An updated, completed and signed personal financial statement for Simon Beylin
- 2020 & 2021 tax returns for Simon Beylin
- 2019, 2020, & 2021 tax returns for Beylin Builders

On behalf of the Bank, I am pleased to present this **Financing Proposal** to you. We appreciate this opportunity to be of continued service and welcome any questions you may have concerning the proposal. Should these terms be acceptable to you, please sign and date below and return to me so that loan underwriting may be completed.



Sincerely,

Stacey Palovich

Stacey Palovich, Senior Vice President
Commercial Team Leader
Pentucket Bank
(978) 984-6339
spalovich@pentucketbank.com

Signatures on the following page

The undersigned certify that they have the authority and agree to enter into this agreement on behalf of the entities below their signature.

Borrower:

Entity To Be Created
Simon Beylin, President

Date

Guarantor:

Beylin Builders
Simon Beylin, President

Date

Guarantor:



Simon Beylin, Individually

Date

SECTION 8

COMMERCIAL DISTRICT DESIGN STANDARDS



APPLICANT/PLANNER’S CHECKLIST FOR MAJOR SITE PLAN REVIEW COMMERCIAL DISTRICT DESIGN STANDARDS SECTION 813

The following checklist includes Design Standards for developments within the Windham’s Commercial 1, Commercial 2, Commercial 3, and Village Commercial districts. Where there is a conflict between provision of the Design Standards and any other ordinance provision, the more restrictive provision shall apply. In addition to meeting all Design Standards required in the applicable zoning districts, development must comply with the minimum of eight (8) other Design Standards.

For purposes of this section, “development” shall mean that portion of the project that:

- a. Is subject to the site plan review under Section 800; or*
- b. Will renovate twenty percent (20%) or more of the entire wall area of a structure on the site. (For this type of renovation, the renovation will be subject to the required Design Standards in Section A. but will not be subject to other required Design Standards.)*

Design Standards Framework

		C-1	C-2	C-3	VC	Checklist	
A.	Architecture/Building					Applicant	Staff
1	Building Style	R ¹	R	R	R	<input type="checkbox"/>	<input type="checkbox"/>
2	Materials	R	R	R	R	<input type="checkbox"/>	<input type="checkbox"/>
3	Color	R	R	R	R	<input type="checkbox"/>	<input type="checkbox"/>
4	Roofline	R	R	R	R	<input type="checkbox"/>	<input type="checkbox"/>
5	Façade	R	R	R	R	<input type="checkbox"/>	<input type="checkbox"/>
6	Building style coordination (multi-building)	R	R	R	R	<input type="checkbox"/>	<input type="checkbox"/>
7	Entrance	R	R	R	R	<input type="checkbox"/>	<input type="checkbox"/>
8	Architectural Details	R	R	R	R	<input type="checkbox"/>	<input type="checkbox"/>
9	LEED certification					<input type="checkbox"/>	<input type="checkbox"/>
B.	Site/Parking						
1	Parking location					<input type="checkbox"/>	<input type="checkbox"/>
2	Internal traffic flow					<input type="checkbox"/>	<input type="checkbox"/>
3	Interconnected Parking lots					<input type="checkbox"/>	<input type="checkbox"/>
4	Orientation of Building					<input type="checkbox"/>	<input type="checkbox"/>
5	Screening - Parking		R			<input type="checkbox"/>	<input type="checkbox"/>
6	Screening – utilities and service areas/structures	R	R		R	<input type="checkbox"/>	<input type="checkbox"/>
7	Parking Lot Landscaping					<input type="checkbox"/>	<input type="checkbox"/>
8	Low – Impact Design Stormwater					<input type="checkbox"/>	<input type="checkbox"/>
9	Shared Stormwater Treatment					<input type="checkbox"/>	<input type="checkbox"/>
C.	Landscaping/Lighting						
1	Lighting/Photometric Plan	R			R	<input type="checkbox"/>	<input type="checkbox"/>
2	Lighting coordinated with architecture	R			R	<input type="checkbox"/>	<input type="checkbox"/>
3	Light coordinated with landscaping	R			R	<input type="checkbox"/>	<input type="checkbox"/>
4	Existing trees preserved			R		<input type="checkbox"/>	<input type="checkbox"/>
5	Snow area designated	R	R	R	R	<input type="checkbox"/>	<input type="checkbox"/>
6	Planting variety					<input type="checkbox"/>	<input type="checkbox"/>
7	Planting suitability					<input type="checkbox"/>	<input type="checkbox"/>
8	Mass plantings					<input type="checkbox"/>	<input type="checkbox"/>
9	Illumination levels					<input type="checkbox"/>	<input type="checkbox"/>
D.	Bike/Ped						
1	Internal walkways	R				<input type="checkbox"/>	<input type="checkbox"/>
2	Links to community	R	R		R	<input type="checkbox"/>	<input type="checkbox"/>
3	Outdoor activity area					<input type="checkbox"/>	<input type="checkbox"/>
4	Sidewalk	R				<input type="checkbox"/>	<input type="checkbox"/>
5	Crosswalk	R				<input type="checkbox"/>	<input type="checkbox"/>
6	Bike parking/racks	R	R		R	<input type="checkbox"/>	<input type="checkbox"/>

^{1.} Any item with a R in the Table is required Design Standards in that zoning district.

Section 8 – Commercial District Design Standards

The project has been designed to meet the following required and optional standards outlined in Section 813 of the Land Use Code:

Required Design Standards for the C-1 Zone:

- A-1: Building Style. The building is not a national franchise prototype and is not stylized to the point where it is a form of advertising.
- A-2: Materials. The building will consist of vinyl clapboard siding with vinyl trim. There are no proposed awnings or canopies over the windows.
- A-3: Color. The colors used for the siding will be traditional residential gray tones with white trim. All colors will be low-reflectance and non-fluorescent.
- A-4: Roofline. The roof of the 12-unit buildings is a hip style to reduce the massing of the buildings and is a 4/12 pitch. The 7-unit building is a traditional gable style roof with an 8/12 pitch. An 8/12 pitch gable roof is added to each entrance of the 12-unit buildings. There will be no visible mechanical equipment on the roof.
- A-5: Façade. The façades that face the roadways have been designed with windows and entry areas that have transparent openings to substantially conform with the standard. There are no proposed vending machines. All windows and doors will be trimmed to create a frame around the opening. The visible wall planes have been designed so that the walls are broken up into a maximum of 44-foot segments with wall plane projections in the form of building foundation steps, porches and decks.
- A-6: Building style coordination (multi-building). All three of the proposed buildings have been designed with similar architecture and form.
- A-7: Entrance. The buildings are designed with porch roof canopies over the main entrances to clearly define the entrance locations.
- A-8: Architectural Details. The architectural detailing and trim are proportional to the scale and design of the building.
- B-6: Screening Utilities & Service Areas. The dumpster will be screened with fencing and landscaping.
- C-1: Lighting/Photometric Plan. Lighting specifications were provided in the original application.
- C-2: Lighting Coordinated with Architecture. The proposed lighting will bring attention to the doorway entrance elements without creating glare or distraction.
- C-3: Lighting Coordinated with Landscaping. The proposed lighting over the doorway entrances will not be negatively impacted by the mature growth of landscaping on the property, and will not result in eventual dark spots.
- C-5: Snow Storage Areas Designated. The site has been designed to provide snow storage in multiple areas adjacent to the parking spaces, without damaging the landscaped areas or conflicting with the stormwater drainage.

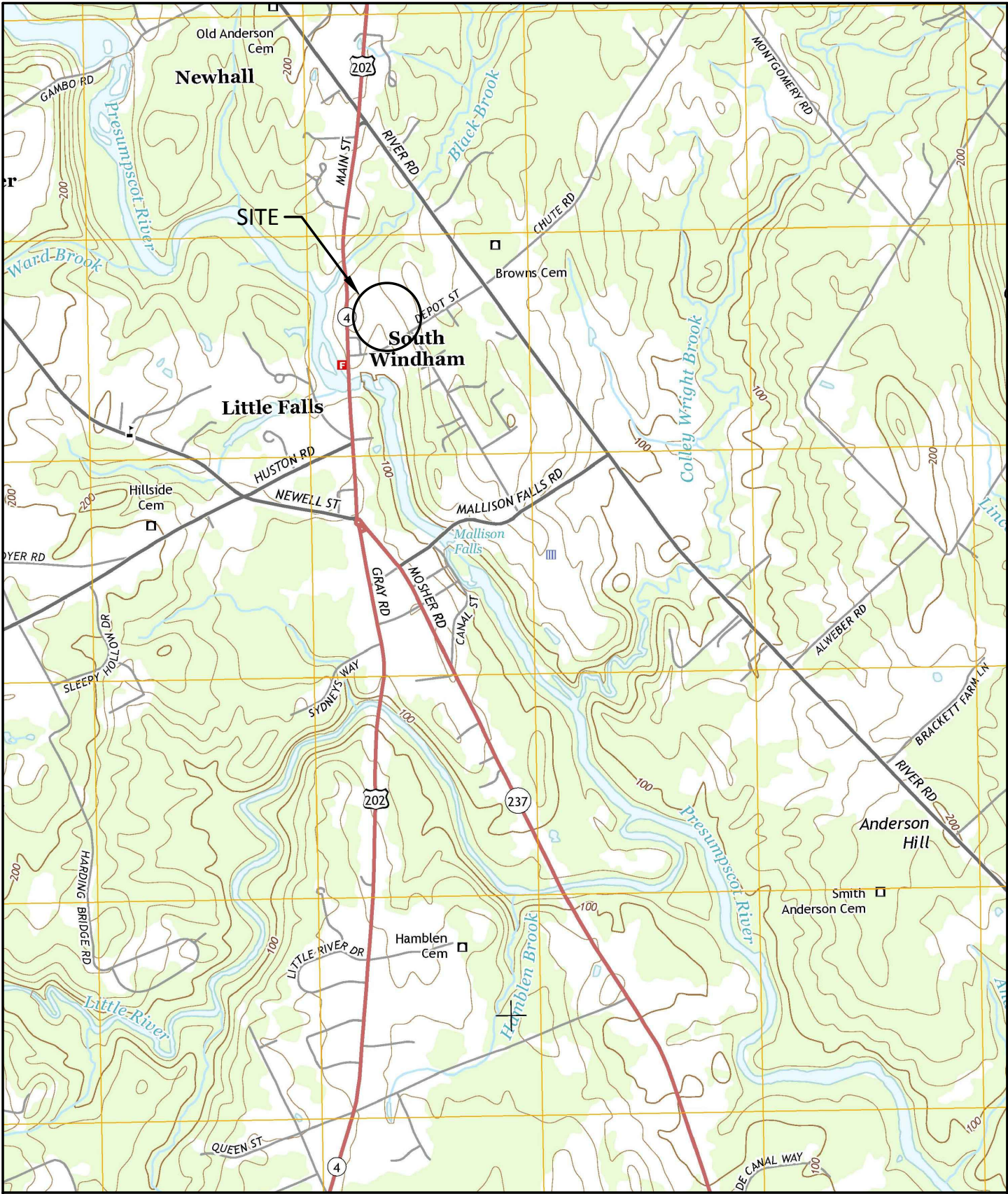
- D-2: Links to Community. The project improves an existing gravel driveway to a paved road with paved sidewalks to create a pedestrian and vehicle link between the adjacent properties.
- D-6: Bike parking/racks. Multiple bike rack locations have been shown on the Site Plan.

Optional Design Standards (8 Minimum)

- B-2: Internal Traffic Flow. The parking lot will be paved and striped with white reflective pavement marking so that parking spaces and drive aisles are clearly identified. Paint striping will be applied to mark the location of designated spaces for no parking in front of the building entrances in the locations shown on the site plan.
- B-3: Interconnected Parking Lots. The project connects abutting properties with a shared driveway.
- B-7: Parking Lot Landscaping. Parking lot perimeter landscaping is proposed so that at least 15% of the parking lot area will include landscaping.
- B-8: Low-Impact Design Stormwater. The stormwater basin has been designed utilizing low impact development techniques to filter runoff on-site and provide water quality treatment. The project also incorporates roofline drip-edges as a LID Stormwater feature.
- C-6: Planting Variety. The planting schedule provides a balance between monoculture and too much variety.
- C-7: Planting suitability. The chosen plant species require a low degree of maintenance and are suitable for Maine climate conditions.
- C-8: Mass Plantings. The landscaping has been proposed in planting beds to create large mass of plantings instead of individual specimens.
- D-1: Internal Walkways. A paved sidewalk is proposed to be built along the internal roadways and parking lots that will connect to the existing sidewalk on Depot Street. Each building has direct access to the sidewalks.
- D-4: Sidewalks. Sidewalks currently exists on Depot Street.

SECTION 9

SITE VICINITY MAP – USGS QUADRANGLE



VICINITY MAP

DEPOT STREET DEVELOPMENT
 WINDHAM, MAINE
 FOR:
 MCL REALTY, LLC

SCALE: 1"=2000'
 DATE: 8-19-2019
 JOB NUMBER: 17035

DM ROMA
 CONSULTING ENGINEERS

PO BOX 1116
 WINDHAM, ME 04062
 (207) 310 - 0506

SECTION 10

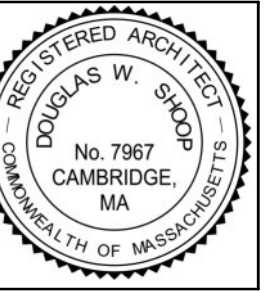
BUILDING ARCHITECTURAL PLANS



7 UNIT APARTMENT BUILDING FRONT ELEVATION



7 UNIT APARTMENT BUILDING REAR ELEVATION



Douglas Shoop & Associates
 One Shipyard Way
 Medford, MA 02155



PROPOSED APARTMENT BUILDINGS
 Depot Street, Windham, Maine

7 UNIT ELEVATIONS

SCALE:
 3/16" = 1'-0"

DATE



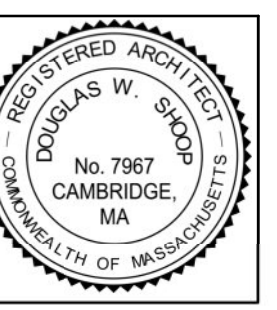
7 UNIT DEPOT STREET ELEVATION



12 UNIT ENTRANCE ELEVATION



7 UNIT PARKING LOT ELEVATION



Douglas Shoop & Associates
 One Shipyard Way
 Medford, MA 02155



PROPOSED APARTMENT BUILDINGS
 Depot Street, Windham, Maine

7 UNIT / 12 UNIT ELEVATIONS



RENDERING FROM DEPOT STREET



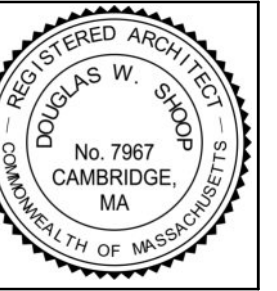
RENDERING FROM DEPOT STREET



ARIEL VIEW



RENDERING FROM DEPOT STREET



Douglas Shoop & Associates
 One Shipyard Way
 Medford, MA 02155



PROPOSED APARTMENT BUILDINGS
 Depot Street, Windham, Maine

RENDERINGS

DATE:
 6 March 2023

A-04



RENDERING OF 7 UNIT APARTMENT BUILDING



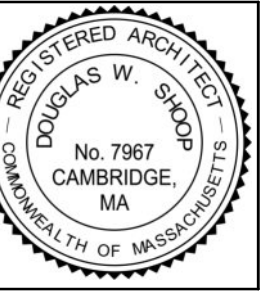
RENDERING OF 12 UNIT APARTMENT BUILDING



RENDERING OF 12 UNIT APARTMENT BUILDING DECK SIDE



RENDERING OF 12 UNIT APARTMENT BUILDING



Douglas Shoop & Associates
 One Shipyard Way
 Medford, MA 02155



PROPOSED APARTMENT BUILDINGS
 Depot Street, Windham, Maine

RENDERINGS

DATE:
 6 March 2023

A-05



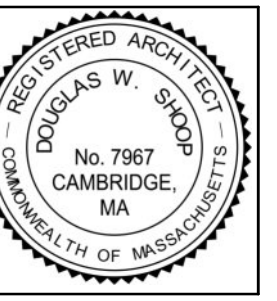
RENDERING OF SITE



RENDERING OF SITE



RENDERING OF SITE



Douglas Shoop & Associates
 One Shipyard Way
 Medford, MA 02155



PROPOSED APARTMENT BUILDINGS
 Depot Street, Windham, Maine

RENDERINGS

DATE:
 6 March 2023

A-06