



March 18, 2024

Project #22-179

Stephen Puleo, Planner
Town of Windham
8 School Road
Windham, ME 04062

**SUBJECT: AFFORDABLE SENIOR HOUSING, ANGLERS ROAD
SKETCH PLAN SUBMISSION**

Dear Steve:

On behalf of Developers Collaborative Predevelopment LLC and DC Anglers LP, attached is a sketch plan and supporting information for a proposed 48-unit affordable, age restricted residential development on Anglers Road. The following narrative includes information on the existing project site and the proposed development.

EXISTING PROJECT SITE

The project site is a portion of Lot 58, Map 80, which is currently owned by the Roman Catholic Bishop of Portland and is the location of Our Lady of Perpetual Help Church at 919 Roosevelt Trail. The applicant has a contract to purchase approximately 7.90 acres in the southwest corner of the parcel, adjacent to Anglers Road. The site is located within the Farm District, Aquifer Protection Overlay District B, and partially within the Retirement Community Care Facility Overlay District.

The site is wooded and currently undeveloped, but historical aerial photographs reveal that portions of the site have been cleared and disturbed in the past. The site has 812' of frontage on Anglers Road, and two undeveloped paper streets cross the project site in a north-south orientation. Anglers Road is paved for approximately 850' from Roosevelt Trail before transitioning to a gravel surface.

A public water main exists within Anglers Road, and overhead electric and communications services are located on poles within the Anglers Road right of way. Public sewer infrastructure service is not located in the vicinity of the site.

The property is located within the Chaffin Pond watershed, which is identified as a Lake Most at Risk from New Development by the Maine Department of Environmental Protection (MDEP). Native soils are sandy, and the topography is relatively flat. Stormwater runoff generally drains toward Anglers Road to the south of the property, but there is no evidence of stormwater draining off the property in a concentrated flow pattern.

PROPOSED PROJECT

The applicant is proposing to construct a 2.5 story, 48-unit building with associated parking, utilities, stormwater management infrastructure, and landscaping improvements. The building will include 47 one-bedroom apartments, 1 studio apartment, a laundry room, and a community room. Residents will be over the age of 55 and will meet income requirements for affordability.

The project will be financed through the Maine State Housing Authority's (MSHA) Low Income Housing Tax Credit Program (LIHTC). The proposed use, under the Windham Land Use Code, is "Retirement Community", which is defined as "Any age-restricted development, which may be in any housing form, including detached and attached units, apartments, and residences, offering private and semiprivate rooms".

Site access will come from a new driveway off Anglers Road. The applicant is proposing to extend the paved surface of Anglers Road from its existing terminus to the proposed driveway. A 53-space surface parking lot will be constructed adjacent to the proposed building, including 6 accessible spaces. To meet MSHA requirements for accessible parking, the parking area has been designed with the ability to designate 12 additional accessible spaces for residents, if needed. The additional accessible spaces will result in the loss of five total parking spaces due to the addition of access aisles next to accessible spaces. In this "worst case" scenario, the project will include 48 total parking spaces, 18 of which will be accessible. This ratio of 1 space per residential unit has proven to meet parking demand for similar projects developed by the applicant.

A small patio and raised garden beds will be located east of the building, in proximity to the building entrance and community room. A sidewalk will extend from the building to Anglers Road and will run along the north side of Anglers Road before crossing to the existing sidewalk on the south side of the road. A new Lakes Region Explorer bus stop will be provided in front of the project site on the north side of Anglers Road.

Water for the project will be provided by the existing public water main in Anglers Way. Wastewater will be pre-treated on-site before being disposed of in a new leach field on the west side of the site.

In addition to Windham Planning Board approval, the project will require a Stormwater Permit from MDEP, and the septic system design will need to be reviewed and approved by the Maine Department of Health and Human Services (DHHS). A permit from the Maine Department of Transportation is not required, as Angler's Road is not a state road, and the project will not generate a significant amount of traffic.

DESIGN TEAM

Developers Collaborative (DC) is a Portland-based development group that pursues community-oriented projects emphasizing smart growth, environmental sustainability, affordable housing, historic preservation, and innovative design. DC utilizes a collaborative development process that is supported by partnerships and creative problem solving.

A significant portion of DC's work focuses on affordable housing development utilizing Low Income Housing Tax Credits (LIHTC) managed by the Maine State Housing Authority (MSHA).

Over the last decade, DC has been among the most prolific tax credit developers in Maine, having developed more than 15 LIHTC projects in the state.

The applicant has assembled a highly qualified team of professionals to plan, permit, and develop construction documents for the project. The Team, working under the direction of Meg Robinson of Developers Collaborative, is comprised of the following companies and their respective team leaders:

Archetype Architects 48 Union Wharf Portland, ME 04101 Team Leader: Barry Yudaken	Architecture
Terradyn Consultants, LLC 95 Main Street 2 nd Floor Auburn, ME 04210 Team Leader: Michael Tadema-Wielandt, P.E.	Survey, Civil Engineering, Land Use Permitting
Anthony Muench Landscape Architecture 94 Commercial Street Portland, ME 04101 Team Leader: Anthony Muench, RLA	Landscape Architecture
Longview Partners 6 Second Street Buxton, ME 04093 Team Leader: Jim Logan, LSE	Wetland Delineation, Soil Scientist,
Mark Cenci Geologic, Inc. 93 Mill Road North Yarmouth, ME 04097 Team Leader: Mark Cenci, LG	Geology

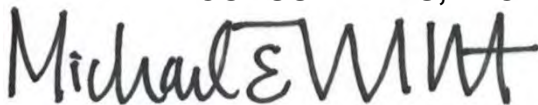
CLOSURE

In addition to the information described above, attached is a copy of the property deed, Purchase & Sale Agreements, and existing conditions figures with the project site identified.

We respectfully request to be added to the Planning Board's next available meeting agenda so we may present the sketch plan to the Board and solicit feedback. In the interim, if you have any questions or require additional information, please contact me.

Sincerely,

TERRADYN CONSULTANTS, LLC



Michael Tadema-Wielandt, P.E.
Vice President

cc. Meg Robinson, Developers Collaborative

List of Attachments

- Attachment 1: Application Form & Agent Authorization
- Attachment 2: Existing Conditions Figures
- Attachment 3: Deed & Purchase and Sale Agreement
- Attachment 4: Sketch Plan

ATTACHMENT 1

APPLICATION FORM & AGENT AUTHORIZATION



SKETCH PLAN - MAJOR SITE PLAN REVIEW APPLICATION

FEES FOR SKETCH PLAN REVIEW	APPLICATION FEE: <input type="checkbox"/> \$200.00 REVIEW ESCROW: <input type="checkbox"/> \$400.00	AMOUNT PAID: \$ _____ DATE: _____	
		<i>Office Use:</i>	<i>Office Stamp:</i>

PROPERTY DESCRIPTION	Parcel ID	Map(s) #		Lot(s) #		Zoning District(s)	APODB	Total Land Area SF	
	Total Disturbance. >1Ac		<input type="checkbox"/> Y <input type="checkbox"/> N	Est. Building SF:		No Building; Est. SF of Total Development:			
	Physical Address:					Watershed:			

PROPERTY OWNER'S INFORMATION	Name:	Name of Business:
	Phone:	Mailing Address:
	Fax or Cell:	
	Email:	

APPLICANT'S INFORMATION (IF DIFFERENT FROM OWNER)	Name:	Name of Business: DC Anglers LP
	Phone:	Mailing Address:
	Fax or Cell:	
	Email:	

APPLICANT'S AGENT INFORMATION	Name:	Name of Business:
	Phone:	Mailing Address:
	Fax or Cell:	
	Email:	

PROJECT INFORMATION	Existing Land Use <i>(Use extra paper, if necessary):</i>
	Provide a narrative description of the Proposed Project <i>(Use extra paper, if necessary):</i>
	Provide a narrative description of construction constraints (wetlands, shoreland zone, flood plain, non-conformance, etc.):



SKETCH PLAN REVIEW REQUIREMENTS FOR A MAJOR SITE PLAN APPLICATION

Section 120-811 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.

The Sketch Plan document/map:

- A) Plan size: 24" X 36"
- B) Plan Scale: No greater 1":100'
- C) Title block: Applicant's name and address
- Name of preparer of plans with professional information
- Parcel's tax map identification (map and lot) and street address, if available.
- Complete application submission deadline: three (3) weeks prior to the desired Planning Board or Staff Review Committee meeting.

- Five copies of application and plans
- Application Payment and Review Escrow
- Pre-submission meeting with the Town staff is required.
- Contact information:
- Windham Planning Department (207) 894-5960, ext. 2
- Steve Puleo, Town Planner stpuleo@windhammaine.us
- Amanda Lessard, Planning Director allessard@windhammaine.us

APPLICANT/PLANNER'S CHECKLIST FOR SKETCH PLAN REVIEW REQUIREMENTS

SUBMITTALS THAT THE TOWN PLANNER DEEMS INCOMPLETE IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.

IT IS THE RESPONSIBILITY OF THE APPLICANT TO PRESENT A CLEAR UNDERSTANDING OF THE PROJECT.

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)..

NOTE TO APPLICANT: PRIOR TO THE SITE WALK, TEMPORARY MARKERS MUST BE ADEQUATELY PLACED THAT ENABLE THE PLANNING BOARD TO READILY LOCATE AND APPRAISE THE LAYOUT OF DEVELOPMENT (SEE RULES OF PLANNING BOARD FOR MORE SPECIFICS, PER SECTION 120-807D(2)).

Submission Requirements:	Applicant	Staff	Submission Requirements (continued)	Applicant	Staff
a) Completed Sketch Plan Application form	<input type="checkbox"/>	<input type="checkbox"/>	-If yes, submit letter with the waivers being requested, along with a completed "Performance and Design Standards Waiver Request" form.	<input type="checkbox"/>	<input type="checkbox"/>
b) Proposed Project Conditions:			Plan Requirements		
- Condition of the site	<input type="checkbox"/>	<input type="checkbox"/>	Please note: the Sketch Plan does not need to be surveyed. However, if it is surveyed, please refer to the GIS requirements for Final Plan review. It may be in the applicant's interest to obtain the required GIS data while the surveyor is on site		
- Proposed use	<input type="checkbox"/>	<input type="checkbox"/>	1] The name of the development, North arrow, date, and scale.	<input type="checkbox"/>	<input type="checkbox"/>
- Constraints/opportunities of site	<input type="checkbox"/>	<input type="checkbox"/>	2] The boundaries of the parcel.	<input type="checkbox"/>	<input type="checkbox"/>
Outline any of the follow			3] The relationship of the site to the surrounding area.	<input type="checkbox"/>	<input type="checkbox"/>
- Traffic Study	<input type="checkbox"/>	<input type="checkbox"/>	4] The topography of the site at an appropriate contour interval depending on the nature of the use and character of the site (in many instances, submittal of the applicable USGS ten-foot contour map will be adequate).	<input type="checkbox"/>	<input type="checkbox"/>
- Utility Study	<input type="checkbox"/>	<input type="checkbox"/>	5] The approximate size and location of major natural features of the site, including wetlands, streams, ponds, floodplains, groundwater aquifers, significant wildlife habitats and fisheries or other important natural features (if none, so state).	<input type="checkbox"/>	<input type="checkbox"/>
- Market Study	<input type="checkbox"/>	<input type="checkbox"/>	6] Existing buildings, structure, or other improvements on the site (if none, so state).	<input type="checkbox"/>	<input type="checkbox"/>
c) Name, address, phone for record owner and applicant	<input type="checkbox"/>	<input type="checkbox"/>	7] Existing restrictions or easements on the site (if none, so state).	<input type="checkbox"/>	<input type="checkbox"/>
d) Names and addresses of all consultants working on the project.	<input type="checkbox"/>	<input type="checkbox"/>	8] Approximate location and size of existing utilities on and adjacent to the tract, including utility poles and hydrants (if none, so state)	<input type="checkbox"/>	<input type="checkbox"/>
e) Evidence of right, title, or interest in the property	<input type="checkbox"/>	<input type="checkbox"/>	9] A Class D medium-intensity soil survey (information from the most current soil survey for Cumberland County, Maine, is acceptable).	<input type="checkbox"/>	<input type="checkbox"/>
f) Evidence of payment of Sketch Plan fees and escrow deposit	<input type="checkbox"/>	<input type="checkbox"/>	10] The location and size of proposed buildings, structures, access drives, parking areas, and other development features (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>
g) Any anticipated waiver requests (Section 120-808)					
Waivers from Submission Criteria. Will the applicant be requesting waivers from the "Submission information for which a Waiver May be Granted"?	<input type="checkbox"/>	<input type="checkbox"/>			
- If yes, submit letter with waivers being requested, along with a completed "Performance & design Standards Waiver Request Form.	<input type="checkbox"/>	<input type="checkbox"/>			
Waivers from Subdivision Performance Standards in Section 120-812 of the Land Use Ordinance.	<input type="checkbox"/>	<input type="checkbox"/>	PDF Electronic Submission	<input type="checkbox"/>	<input type="checkbox"/>

The undersigned hereby makes 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.

Michael E. MHA

3/18/2024

Michael Tadema-Wielandt, P.E.

APPLICANT OR AGENT'S SIGNATURE

DATE

PLEASE TYPE OR PRINT NAME



Town of Windham

Planning Department:
8 School Road
Windham, Maine 04062
Tel: (207) 894-5960 ext. 2
Fax: (207) 892-1916 -
www.windhammaine.us

AGENT AUTHORIZATION

APPLICANT/ OWNER	Name	Developers Collaborative Predevelopment LLC / DC Anglers LP		
PROPERTY DESCRIPTION	Physical Address	919 Roosevelt Trail Windham, ME	Map	80
			Lot	58
APPLICANT'S AGENT INFORMATION	Name	Michael Tadema-Wielandt, P.E.		
	Phone	(207) 632-9010	Business Name & Mailing Address	Terradyn Consultants, LLC 565 Congress Street Suite 201 Portland, ME 04101
	Fax/Cell			
	Email	mtw@terradyconsultants.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.

Meg Robinson

APPLICANT SIGNATURE

3/15/24

DATE

Meg Robinson

PLEASE TYPE OR PRINT NAME HERE

CO-APPLICANT SIGNATURE

DATE

PLEASE TYPE OR PRINT NAME HERE

Michael E. Wielandt

APPLICANT'S AGENT SIGNATURE

3/15/2024

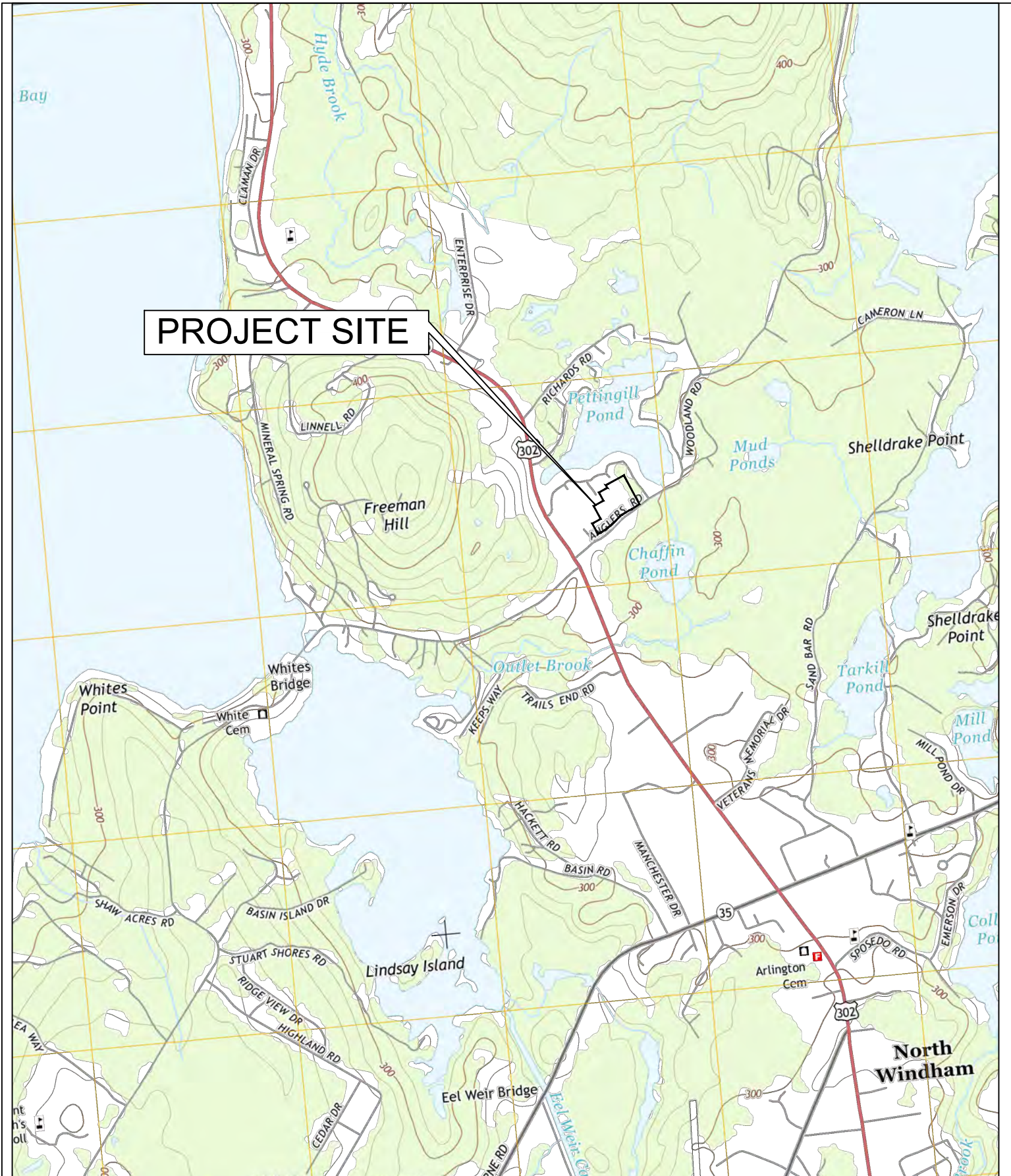
DATE

Michael Tadema-Wielandt

PLEASE TYPE OR PRINT NAME HERE

ATTACHMENT 2

EXISTING CONDITIONS FIGURES



PROJECT SITE

USGS WINDHAM QUADRANGLE MAP

PROJECT:
AFFORDABLE HOUSING
ANGLERS ROAD, WINDHAM, ME

PREPARED FOR:
DEVELOPERS COLLABORATIVE
631 STEVENS AVENUE
PORTLAND, MAINE 04103



Civil Engineering | Land Surveying | Geomatics
Stormwater Design | Land Planning | Environmental Permitting

ADDRESS:
41 CAMPUS DRIVE, SUITE 301
NEW GLOUCESTER, ME 04260
PHONE:
(207) 926-5111
WEB SITE:
www.terradynconsultants.com

PROJECT NO.

22-179

DATE

1/29/2024

SCALE

1" = 2,000'

SHEET

1

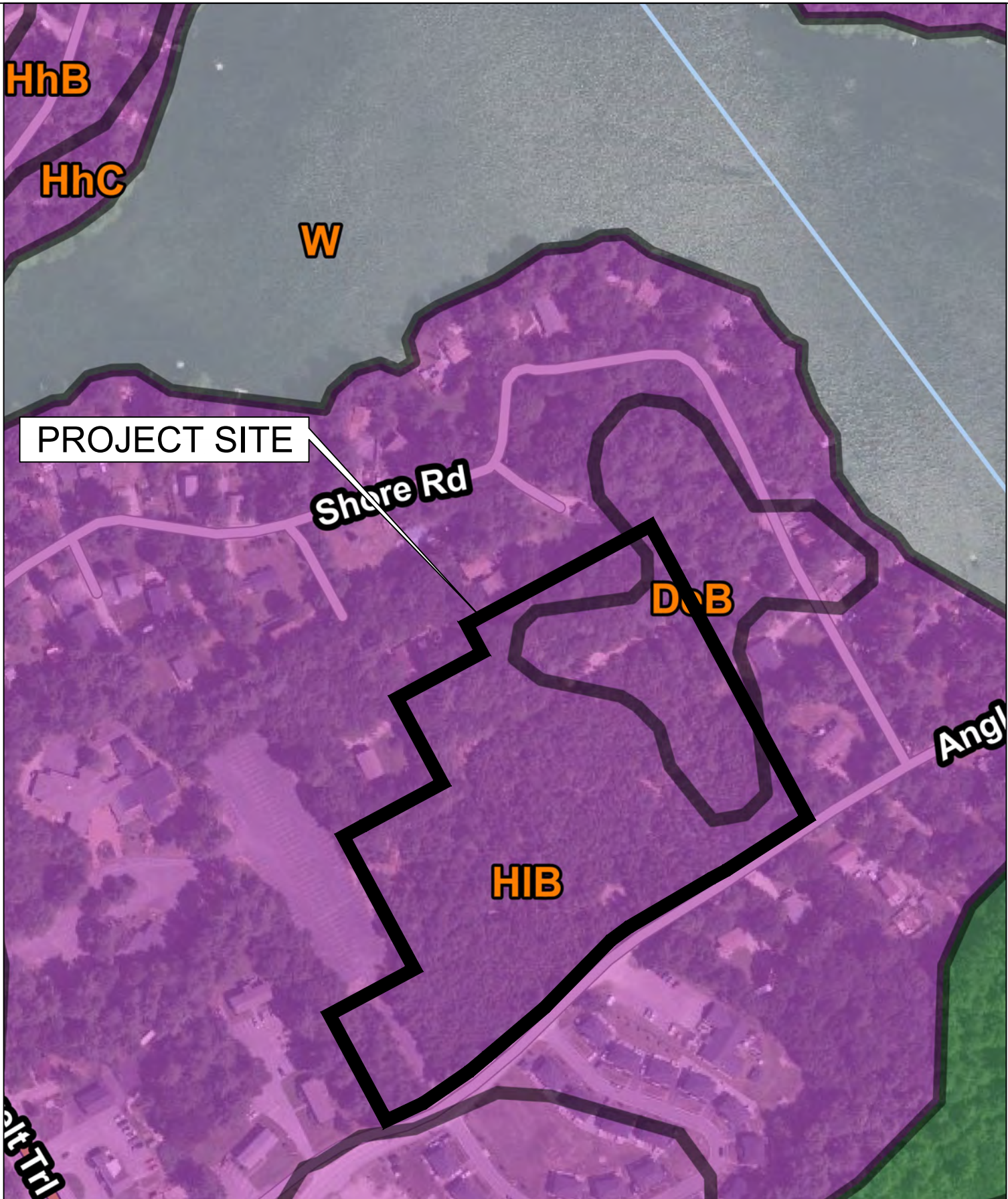
OF

5



PROJECT SITE

AERIAL MAP	 <p>ADDRESS: 41 CAMPUS DRIVE, SUITE 301 NEW GLOUCESTER, ME 04260 PHONE: (207) 926-5111 WEB SITE: www.terradync consultants.com</p> <p>Civil Engineering Land Surveying Geomatics Stormwater Design Land Planning Environmental Permitting</p>	PROJECT NO. 22-179	SHEET 2
PROJECT: AFFORDABLE HOUSING ANGLERS ROAD, WINDHAM, ME		DATE 1/29/2024	OF 5
PREPARED FOR: DEVELOPERS COLLABORATIVE 631 STEVENS AVENUE PORTLAND, MAINE 04103		SCALE 1" = 200'	



MEDIUM INTENSITY SOILS SURVEY

PROJECT:
AFFORDABLE HOUSING
ANGLERS ROAD, WINDHAM, ME

PREPARED FOR:
DEVELOPERS COLLABORATIVE
631 STEVENS AVENUE
PORTLAND, MAINE 04103



Civil Engineering | Land Surveying | Geomatics
Stormwater Design | Land Planning | Environmental Permitting

ADDRESS:
41 CAMPUS DRIVE, SUITE 301
NEW GLOUCESTER, ME 04260
PHONE:
(207) 926-5111
WEB SITE:
www.terradyconsultants.com

PROJECT NO.

22-179

DATE

1/29/2024

SCALE

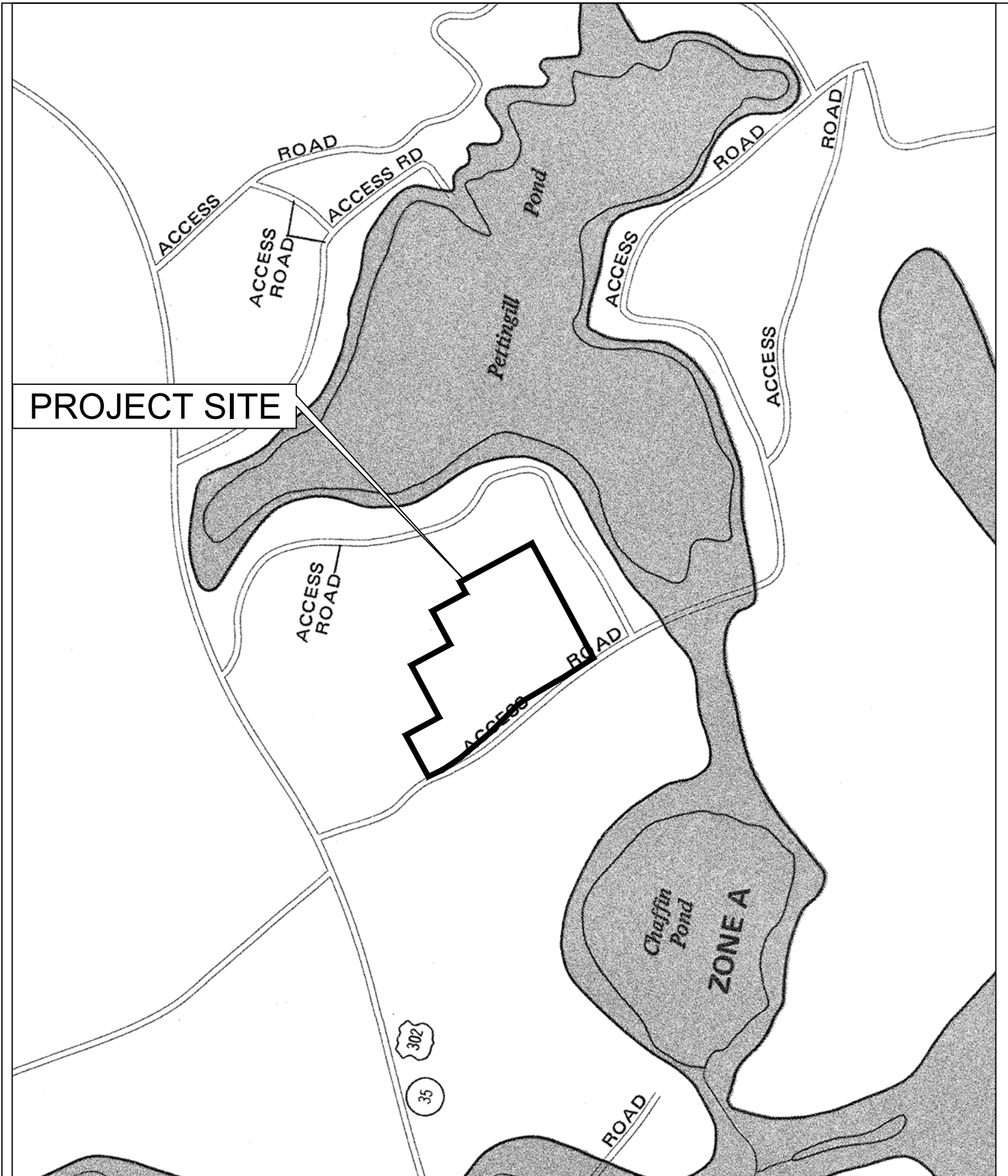
1" = 200'

SHEET

3

OF

5



FLOOD INSURANCE RATE MAP

PROJECT:
 AFFORDABLE HOUSING
 ANGLERS ROAD, WINDHAM, ME

PREPARED FOR:
 DEVELOPERS COLLABORATIVE
 631 STEVENS AVENUE
 PORTLAND, MAINE 04103



Civil Engineering | Land Surveying | Geomatics
 Stormwater Design | Land Planning | Environmental Permitting

ADDRESS:
 41 CAMPUS DRIVE, SUITE 301
 NEW GLOUCESTER, ME 04260
PHONE:
 (207) 926-5111
WEB SITE:
www.terradynconsultants.com

PROJECT NO.

22-179

DATE

1/29/2024

SCALE

1" = 500'

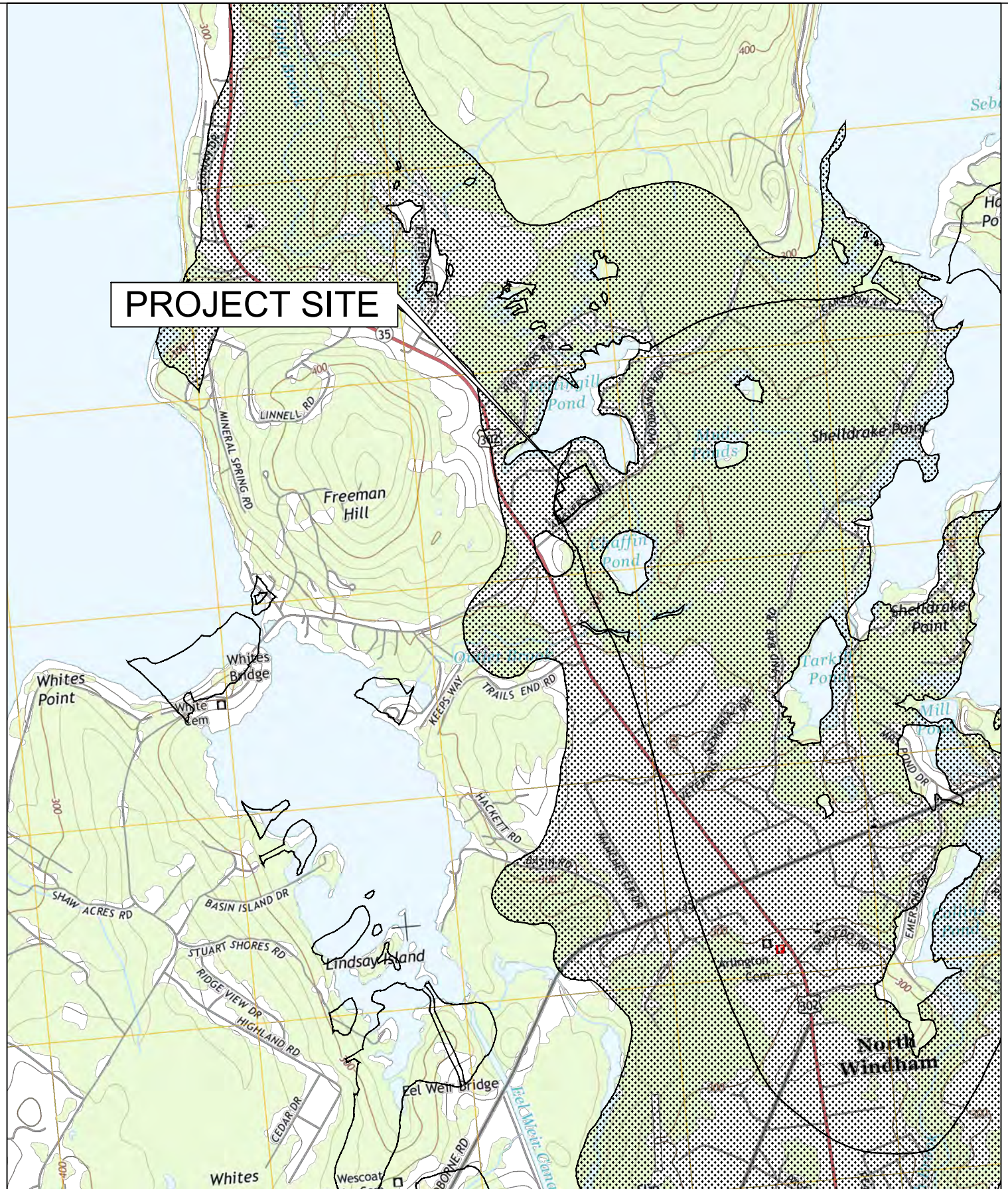
SHEET

4

OF

5

PROJECT SITE



SIGNIFICANT SAND & GRAVEL AQUIFER MAP

PROJECT:
AFFORDABLE HOUSING
ANGLERS ROAD, WINDHAM, ME

PREPARED FOR:
DEVELOPERS COLLABORATIVE
631 STEVENS AVENUE
PORTLAND, MAINE 04103



Civil Engineering | Land Surveying | Geomatics
Stormwater Design | Land Planning | Environmental Permitting

ADDRESS:
41 CAMPUS DRIVE, SUITE 301
NEW GLOUCESTER, ME 04260
PHONE:
(207) 926-5111
WEB SITE:
www.terradync consultants.com

PROJECT NO.

22-179

DATE

1/29/2024

SCALE

1" = 2,000'

SHEET

5

OF

5

ATTACHMENT 3

DEED & PURCHASE AND SALE AGREEMENT

Know all Men by these Presents,

That Ronald A. Glantz and Andrew G. Glantz, both of Windham,
County of Cumberland and State of Maine

in consideration of One Dollar and Other Valuable Consideration

paid by The Roman Catholic Bishop of Portland, a body politic and corporation sole, created and existing under the laws of the State of Maine and having its chancery in Portland, County of Cumberland and whose mailing address is 510 Ocean Ave., Portland, Maine

the receipt whereof we do hereby acknowledge, do hereby

give, grant, bargain, sell and convey, unto the said

The Roman Catholic Bishop of Portland, its

successors ~~heirs~~ and assigns forever,

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

The following numbered lots described on a plan of Pettengill Shores, recorded in the Cumberland County Registry of Deeds in Plan Book 17, Page 52: lots 23 through 33 inclusive; 51, 52, 56 through 68 inclusive; 78 through 82 inclusive; and 88 through 95 inclusive.

Being a portion of the premises conveyed to Ronald A. Glantz and Andrew G. Glantz by deed of Viola R. Lowell dated December 6, 1976 recorded in the Cumberland County Registry of Deeds in Book 3947, Page 283.

Reference is made to a deed dated May 1, 1979 to be recorded herewith from Kathleen H. Ritchie, et al, whereby the grantors in said deed released all of their right, title and interest to said lots.

Grantee, by acceptance of this deed, hereby assume and agree to pay any real estate taxes assessed by the Town of Windham on said lots for said tax year commencing April 1, 1979.

The above described lots are located in the Town of Windham, County of Cumberland and State of Maine.

To have and to hold the aforegranted and bargained premises
with all the privileges and appurtenances thereof to the said
The Roman Catholic Bishop of Portland, its successors

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~~heirs~~ and assigns, to it and ~~their~~ ^{its} use and behoof forever.

And we do COVENANT with the said Grantee, its ~~heirs~~ ^{successors}
and assigns, that we are lawfully seized in fee of the premises
that they are free of all encumbrances:

that we have good right to sell and convey the same to the said
Grantee to hold as aforesaid; and that we and our heirs shall
and will WARRANT and DEFEND the same to the said Grantee, its successors
~~heirs~~ and assigns forever, against the lawful claims and demands
of all persons.

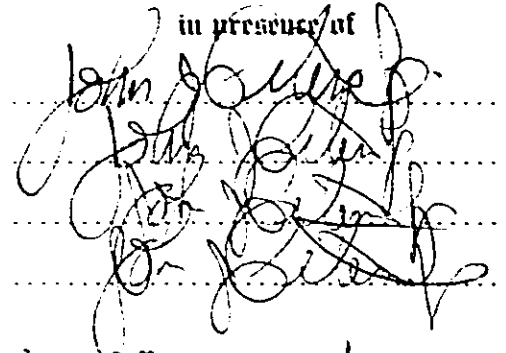
In Witness Whereof, We, the said Ronald A. Glantz and
Judith A. Glantz, wife of Ronald A. Glantz and Andrew G.
Glantz and Georgie O. Glantz, wife of Andrew G. Glantz

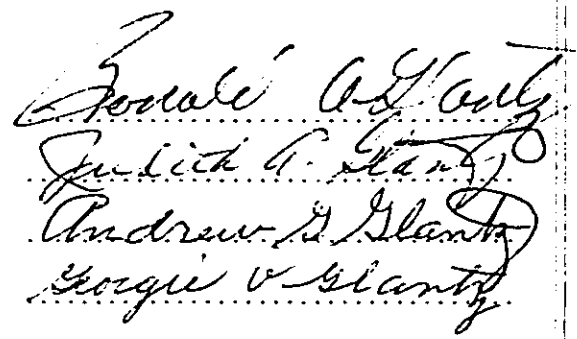
~~XXXX~~

~~WIFE~~

~~of the said~~

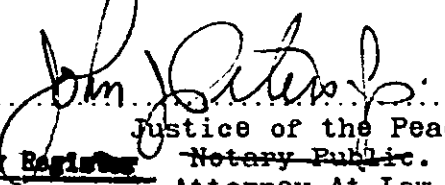
joining in this deed as Grantors, and relinquishing and conveying
all rights by descent and all other rights in the above described
premises, have hereunto set our hands and seals this twenty-fifth
day of May in the year of our Lord one thousand nine
hundred and seventy-nine.

Signed, Sealed and Delivered
in presence of




State of Maine, ss. May 25, 1979.
Cumberland

Personally appeared the above named
Ronald A. Glantz and Andrew G. Glantz
and acknowledged the above
instrument to be their free act and deed.

MAY 31 1979 Before me,
REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 10 E 29 W A M. and recorded in
BOOK 4429 PAGE 186  Justice of the Peace.
Notary Public.
~~Attorney At Law.~~

Know All Men by These Presents,

That Ronald A. Glantz and Andrew G. Glantz, both of Windham,
County of Cumberland and State of Maine

in consideration of One Dollar and other valuable consideration

paid by The Roman Catholic Bishop of Portland, a body politic and
corporation sole, created and existing under the laws of the
State of Maine and having its chancery in Portland, County of
Cumberland and State of Maine

the receipt whereof we do hereby acknowledge, do hereby ~~release, release,~~
~~bargain, sell and convey~~ and forever quit-claim unto the said

The Roman Catholic Bishop of Portland, its successors

~~heirs~~ and assigns forever.

Certain real estate situated in Windham, County of Cumberland
and State of Maine

The following numbered lots described on a plan of Pettengill
Shores, recorded in the Cumberland County Registry of Deeds in
Plan Book 17, Page 52; lots 34, 35, 36, 37, 45, 46, 47, 53, 54,
55, 83, 84, 85, 86, 87, 96 and 97.

Being a portion of the premises conveyed to Ronald A. Glantz
and Andrew G. Glantz by deed of Viola R. Lowell dated December 6,
1976 recorded in the Cumberland County Registry of Deeds in Book
3947, Page 283.

Grantee by acceptance of this deed hereby assume and agree
to pay any real estate taxes assessed by the Town of Windham on said
lots for said tax year commencing April 1, 1979.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said

The Roman Catholic Bishop of Portland, its successors

~~heirs~~ and assigns forever.

And we do covenant with the said Grantee, its ~~heirs~~ successors and assigns, that we will warrant and defend the premises to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under us.

In Witness Whereof. We the said Ronald A. Glantz and Judith A. Glantz, wife of Ronald A. Glantz and Andrew G. Glantz and Georgie O. Glantz, wife of Andrew G. Glantz

~~XXXXXX~~

~~XX~~

joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this twenty-fifth day of May in the year of our Lord one thousand nine hundred and seventy-nine.

Signed, Sealed and Delivered in presence of

Ronald A. Glantz

Judith A. Glantz

Andrew G. Glantz

Georgie O. Glantz

State of Maine, Cumberland ss. May 25, 1979.

Personally appeared the above named
Ronald A. Glantz and Andrew G. Glantz

and acknowledged
the above instrument to be their free act and deed.

Before me, *John Peters*

Justice of the Peace
Notary Public

MAY 31 1979

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 10 H 23 AM, and recorded in
BOOK 4429 PAGE 188 *Leah S. Peabody* Deputy Register

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into as of August 9/1, 2022, by and between THE ROMAN CATHOLIC BISHOP OF PORTLAND, a corporation sole organized under the laws of Maine with a place of business and mailing address of 510 Ocean Avenue, Portland, Maine 04104 (“Seller”) and DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, a Maine limited liability company with a place of business and mailing address of 631 Stevens Avenue, Suite 203, Portland, Maine 04103 (the “Buyer”)

WITNESSETH:

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

1. Property to be Sold. Seller agrees to sell and Buyer agrees to buy certain real estate consisting of approximately 301,500 square feet of land located at or near 919 Roosevelt Trail in Windham, Cumberland County, Maine, having frontage on Angler’s Road and being a portion of the property described in two deeds to Seller dated May 25, 1979, and recorded in the Cumberland County Registry of Deeds in Book 4429, Pages 186 and 188, and depicted as Lot 4 on the plan attached hereto as Exhibit A and made a part hereof (the “Premises”), together with, at Buyer’s sole option, all of Seller’s rights to all engineering studies, reports, surveys and tests in connection with the Premises in Seller’s possession or control (collectively the “Reports”).

2. Purchase Price; Deposit; Extension Deposits. Buyer shall pay to Seller the sum of [REDACTED] by wire transfer or bank cashier’s check at closing (the “Purchase Price”).

a. Contemporaneously with the execution of this Agreement, Buyer shall pay to Seller the sum of [REDACTED] as a deposit (the “Deposit”). The Deposit shall be non-refundable except as provided in Section 9 below and unless Seller defaults in its obligations under this Agreement or is unable to transfer the Premises to Buyer in the manner required by Section 3 below. The Deposit shall in all instances be credited against the Purchase Price at closing.

b. Buyer twice may elect in writing to extend, by an additional six months, the nine month inspection period described in Section 9 below, with an additional deposit of [REDACTED] for each of the two six-month extensions (the “Extension Deposits”). The Extension Deposits paid under this subsection are non-refundable upon payment (unless Seller defaults under this Agreement or Seller is unable to transfer the Premises to Buyer in the manner required by Section 3 below) but shall in all instances be credited against the Purchase Price at closing. For the avoidance of doubt, the nonrefundability of the Extension Deposits apply notwithstanding termination of this Agreement pursuant to Sections 5 or 9 below.

c. At the closing, Buyer shall pay to Seller the balance of the Purchase Price by certified or bank cashier’s check or wire transfer. The Deposit and any Extension Deposits shall be credited against the Purchase Price.

3. Title. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens, claims and encumbrances, except (i) customary utility easements not adversely affecting Buyer's proposed use of the Premises and (ii) unless extinguished by Buyer at its cost prior to closing, any existing easement rights of others, including the Town of Windham, in such portions of Sumner Avenue and Howard Avenue (as shown in Plan Book 17, Page 52) as are located on the Premises. The Premises shall be conveyed to Buyer subject to the restrictions contained in Exhibit B, which shall be incorporated into the deed conveying the Premises to Buyer. No later than ten (10) months after the date of this Agreement (the "Initial Title Review Deadline"), Buyer shall advise Seller of any defects in title. In the event that Seller is unable to convey title as aforesaid, or in the event Buyer notifies Seller of a title defect that would prevent the same, Seller shall be given a reasonable period of time (not to exceed 30 days), after notice in writing, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied or in the event that Seller elects not to remedy same, then this Agreement, and Seller's and Buyer's obligations hereunder, will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist. Nothing in this Section shall be deemed to prevent or prohibit Buyer from objecting to title defects that arise after the Initial Title Review Deadline.

4. Closing. This transaction shall be closed within 30 days of (a) the date on which Buyer receives all municipal approvals required to develop at least fifty units of senior housing on the Premises or (b) the date on which Buyer by written notice to Seller expressly waives the conditions described in Section 9, or the date on which such conditions are deemed waived pursuant to Section 9 (the closing date is referred to herein as the "Closing Date"). Closing shall be held at the offices of Buyer's counsel, or if the Seller and Buyer shall mutually agree in advance at another time and place. At the closing, Seller shall execute and deliver to Buyer a Quitclaim Deed with Covenant to the Premises, an assignment covering the Reports and any federal, state or local permits and approvals that may previously have been obtained by Seller that pertain to the Premises, to the extent the same are assignable, together with such other customary certificates and affidavits as Buyer shall request.

5. Inspection. At all reasonable times upon reasonable prior notice, Buyer and any prospective lender or investor of Buyer's shall have the right to enter the Premises and perform, at Buyer's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to the Premises as Buyer deems necessary or appropriate. Buyer agrees to return the Premises as nearly as possible to their original condition after all of such tests and inspections. Seller shall cooperate with Buyer in such inspections. In the event Buyer is not satisfied for any reason by the results of such due diligence inspections, Buyer shall have the option of terminating this Agreement by written notice to Seller. Without limiting the generality of the foregoing, this Agreement and Buyer's purchase of the Premises are subject to the completion of the environmental review process required by the United States Department of Housing and Urban Development, and if the results of such process is unsatisfactory, Buyer may terminate this Agreement. For the avoidance of doubt, refundability of the Extension Deposit(s) is governed by the terms of Section 2 b.

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

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

a. There is no litigation, administrative hearing, arbitration, or any other proceeding pending or, to the knowledge of the Seller, threatened against Seller with respect to the Premises, with respect to any violation of law, rule or regulation relating to Seller ownership or use of the Premises, or with respect to Seller's ownership of the Premises or ability or authority to transfer the Premises to Buyer.

b. The Premises and the present use thereof are now and will be as of the Closing in full compliance with applicable environmental and land use laws and all other applicable laws, ordinances and regulations. Neither Seller nor, to the best of Seller's knowledge, its predecessors in title, has dumped, spilled or stored hazardous or toxic wastes or substances, as defined in applicable federal and state environmental laws, and including petroleum products (collectively "Hazardous Substances"), on the Premises in amounts that violate or require reporting or remedial or responsive action under any federal, state or local law, rule, regulation or ordinance, or if any Hazardous Substances were dumped or spilled, any Hazardous Substances that were on the Premises as a result of past uses of the Premises have been remediated to the satisfaction of federal and state agencies having jurisdiction. Seller has received no written notice from any governmental body or agency alleging a violation of any environmental law, rule, regulation or ordinance. Any underground storage tanks on the Premises are properly registered with the Maine Department of Environmental Protection, have been periodically tested as required by applicable law, and, to Seller's knowledge, are not leaking.

8. Costs. The recording fee for the deed and any expenses related to Buyer's financing will be paid for by Buyer. The parties shall share equally the cost of all real estate transfer taxes. Seller shall be responsible for any outstanding overdue property taxes, and current property taxes shall be prorated between Buyer and Seller.

9. Buyer's Conditions Precedent. Buyer's obligation to close hereunder is subject to the following: Buyer shall within nine months of the date of execution of this Agreement' at its expense, have received a survey, environmental inspection, engineering feasibility study, a zoning change and all other permits and approvals needed to support developing at least fifty units of senior housing on the Premises, all on terms and conditions satisfactory to Buyer in its sole discretion. Buyer agrees to exercise diligent efforts to secure such inspections and permits and approvals. If the conditions described in this Section are not satisfied within such nine month period, as it may be extended at Buyer's election pursuant to Section 2 b. above, then Buyer shall have the option of terminating this Agreement in writing and receiving a prompt refund of the Deposit. Refundability of the Extension Deposit(s) is governed by the terms of said Section 2 b. Further, if Buyer does not terminate this Agreement within seven (7) days following the expiration of said nine month period, as it may be extended at Buyer's election pursuant to Section 2 b., the conditions described in this Section above shall at the expiration of such seven (7) days be deemed to have been waived by Buyer.

10. Default and Remedies. If Buyer defaults hereunder, and such default is not cured within thirty (30) days of written notice of default, the sole remedy of Seller shall be to terminate this Agreement in writing, and upon terminating this Agreement for such default of Buyer, Seller shall be entitled to retain the Deposit and all Extension Deposits as liquidated damages and not as a penalty. If Seller defaults hereunder, and such default is not cured within thirty (30) days of written notice of default, the sole remedy of Buyer shall be either to (a) terminate this Agreement in writing, and upon terminating this Agreement for such default of Seller, Buyer shall be entitled to refund of the Deposit and all Extension Deposit(s), or (b) pursue at its costs such rights to specific performance to which it may be entitled.,

11. Assignment. Buyer may assign this Agreement and all its rights and obligations hereunder to an affiliate controlled by Buyer without the prior consent of the Seller, but Buyer shall remain obligated under this Agreement notwithstanding such assignment.

12. Brokers. Seller has engaged Malone Commercial Brokers, Inc., whose commission Seller agrees to pay in full at closing. Each party agrees to indemnify the other from and against the claims of any brokers arising from breach of the above representation, which indemnity shall survive the closing and shall include reasonable costs of collection, including reasonable attorneys' fees.

13. Miscellaneous. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth at the beginning of this Agreement. Either party may change addresses for purposes of this Agreement by giving the other party notice of the new address in the manner described herein. This Agreement constitutes the entire agreement between Seller and Buyer, superseding all prior agreements between Seller and Buyer, and there are no other agreements, understandings, warranties or representations between Seller and Buyer. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

[remainder of page left blank intentionally—signatures begin on next page]

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

WITNESS:

ROMAN CATHOLIC BISHOP OF
PORTLAND, Seller

B. de New Bernonatto

By: *Joseph P. Lally*
Name:
Title: *Bishop of Portland*

DEVELOPERS COLLABORATIVE
PREDEVELOPMENT LLC, Buyer

DocuSigned by:
Kevin Bunker
E63A4EF02A1B404...

By: Kevin Bunker
Kevin R. Bunker, its Manager

EXHIBIT A

(Drawing of the Premises)

EXHIBIT B

The Premises shall be conveyed to Buyer conveyed SUBJECT to the restrictions that the Buyer, Buyer's successors and assigns, shall not use the premises in any way relating to: (1) counseling regarding or performance of abortions; (2) sale or distribution of pornographic materials; (3) public erotic displays or activities; or (4) the growing, manufacture, synthesis, sale, distribution, or dispensing of any controlled substance scheduled pursuant to the federal Controlled Substance Act (or successor federal statutes), or which is a controlled substance analogue under 21 USC §§ 313, 802(32)(A) (or successor federal statutes), such prohibition to be in effect regardless of the status of any such substance (including any above referenced analogue) under Maine law and regardless of the legality under Maine law of any activities with respect thereto, but this prohibition shall not bar an activity legal pursuant to federal law.

The burden of these restrictions shall run with the land conveyed hereby to the Buyer. Any owner of the Premises shall provide a copy to tenants and shall require tenants to adhere to these restrictions. If any part of these restrictions shall be determined to be illegal, invalid, or unenforceable, then that part shall be severed from the remaining parts, which shall be valid and enforceable, unless such severed portion of the restrictions is so material that its deletion would violate the substantive purpose of the Grantor in imposing the restrictions. The benefit of these restrictions shall be held by the Roman Catholic Bishop of Portland, a corporation sole organized under the laws of Maine, its successors and assigns, which corporation retains other properties and religious operations elsewhere in Maine, including within the County in which the Premises are located.

**Fourth Addendum to
Contract For Sale of Real Estate**

This addendum is made an integral part of the Contract For Sale of Real Estate for property located at 919 Roosevelt Trail, Windham, Cumberland County, ME between The Roman Catholic Bishop of Portland (**Known as Seller**) and Developers Collaborative Predevelopment LLC (**Known as Purchaser**), for the contract dated 9/1/2022 and amended by: **Addendum dated June 5, 2023 and June 13, 2023; Addendum dated October 2, 2023 and October 12, 2023; and Addendum dated November 30, 2023.**

The following terms and conditions are hereby amended:

Property to be Sold. Under Section I., the definition of the Premises is hereby amended to include, in addition to the certain real estate as described in the Agreement, a certain abutting parcel of real estate, the exact dimensions and acreage of which are subject to confirmation below but which nets under Windham Land Use Ordinance 120-420 (for Retirement Community and Care Facility Overlay District), at a minimum, an additional eight (8) dwelling units as of right for the purpose of calculating the allowable net density of a new senior rental housing development to be developed under that provision, and which is generally depicted as a portion of Lot 3 attached hereto as Exhibit C, which Exhibit is hereby incorporated into the Agreement (the "Additional Land"), and is made a part hereof of the Premises, together with, at Buyer's sole option, all of Seller's rights to all engineering studies, reports, surveys and tests in the connection with the Premises in Seller's possession or control (collectively the "Reports"). The Additional Land is a portion of Lot 3 as shown on Exhibit A to the Agreement. The Buyer and Seller have been informed that the Town of Windham requires 40,000 additional net square feet of land for 8 additional dwelling units under the above provision, and the Parties agree and anticipate that the total land required will be slightly more than 40,000 square feet, on account of deductions that must be made from gross land area prior to calculating allowable residential density. The land area of the Additional Land shall further be limited as follows: it shall preserve for Seller the ownership of its existing parking area and shall not cause any of the Seller's retained land to become non-conforming.

Access Easement. Seller shall reserve to itself a new access and utility easement 50 feet in width, running to/from Angler's Road to the parking area of the Our Lady of Perpetual Help church in favor of the Seller, which shall be generally in the current location of the vehicular access and under the terms of which easement Buyer shall be restricted from using the area of the access easement without the permission of Seller or its assigns, other than for maintenance of and access to Buyer's "Additional Land." (the "Reserved Easement"). Seller shall not unreasonably withhold its permission for Buyer from time to time to use the Reserved Easement for purposes substantially related to administration of the rental housing operated on the Premises. Buyer shall not permit its tenants to use the area. Seller hereby consents to Buyer relocating and

reconfiguring the Reserved Easement as may be needed from time to time for orderly development and operation of the Premises; provided such adjustments are accomplished at the sole expense of Buyer and preserve safe, convenient and usable access for passenger vehicle traffic as well as construction, emergency and other vehicles. Such relocation shall be accomplished using construction materials and engineering of similar or superior design to what then is currently in place. The Reserved Easement shall permit the Seller to place a gate at the entrance and to maintain the gate closed and gated at its discretion, subject to Buyer's rights as set forth above. Other than for relocation at Buyer's expense and other than maintenance, repairs or construction caused by vehicles of Buyer or its contractors, Seller shall be responsible for maintenance of the Reserved Easement area, in which area the Seller may pave as part of its maintenance rights.

Purchase Price; Deposit; Extension Deposits. Under Section 2., the original Purchase Price is hereby amended to a [REDACTED] by wire transfer or bank cashier's check at closing (the "Purchase Price"), conditioned upon the Buyer's receipt, at its expense, of a survey delineating the exact boundaries of the Additional Land. This fixed Purchase Price establishes a single purchase price and supersedes the purchase price set forth in prior versions of the Contract and its addenda. Seller shall have the right of consent over the final configuration of the Additional Land, but consent shall not be withheld provided the Additional Land is generally as shown in Exhibit C and the conditions stated in the "Property to be Sold" paragraph above are satisfied. Buyer shall be responsible for the costs of delineating the final location of the Additional Land.

Condition Precedent of Buyer's obligation to close under Section 9. The first sentence of Section 9 is changed to the following: Buyer's obligation to close hereunder is subject to the following: Buyer shall within nine months of the date of execution of the Fourth Amendment to this Agreement, at its expense, have received a survey, environmental inspection, engineering feasibility study, a zoning change and all other permits and approvals needed to support developing at least forty-eight units of senior housing on the Premises, all on terms and conditions satisfactory to Buyer in its sole discretion.

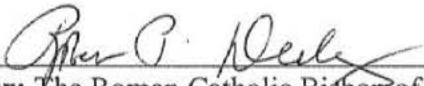
Under Section 2.b., Buyer hereby elects to pay the [REDACTED] to Seller to extend the nine-month period described in Section 9 of the Agreement by a second six-month period, said six-month period to end June 15, 2024.

Buyer may elect in writing to extend the nine-month inspection period described in Section 9 by a third six-month period, said six-month period to end December 15, 2024, with an additional Extension Deposit of [REDACTED]. As with the other Extension Deposits, refundability of the Extension Deposits is governed by the terms of Section 2 b. If Buyer does not terminate this Agreement within seven (7) days following the expiration of said nine-month period, as it may be extended at Buyer's election under this Fourth Addendum and Section 2.b. in the Agreement, the conditions described in Section 9 shall at the expiration of such seven (7) days be deemed to

have been waived by Buyer. Any extensions of the nine-month inspection period shall also allow for the refundability of the initial Deposit pursuant to Section 9 of the Agreement.


The total amount of the initial Deposit and all Extension Deposits, held as of the date of this Addendum is thus [REDACTED] and shall in the event of closing in all instances be credited against the Purchase Price at closing.

Seen and Agreed to by;



Seller: The Roman Catholic Bishop of Portland

2/12/24
Date



Purchaser: Developers Collaborative Predevelopment LLC

2/12/2024
Date



General Notes:

- 1. The purpose of this plan is to depict the results of a Boundary Reassessment and Existing Conditions/Topographic Survey of a portion of the subject parcel as well as to depict a proposed subdivision.
2. All Book and Page numbers refer to the Cumberland County Registry of Deeds, unless otherwise noted.
3. The record copies of the subject parcel are located at the Bureau of Planning, Planning & Zoning, 100 State Street, Portland, ME 04102 and recorded in Book 4420, Page 165.
4. The subject parcel is shown on the Town of Shelburne Tax Map 08 and Lot 10 and is located in the First District with a portion of the parcel in the 3-4th District. Portions of the District and Assessment Community & Land Survey (15007).
5. Total area of the subject parcel is 301,853.47 sq. ft. or 6.932 acres, more or less.
6. Location and programmatic notes are shown on the site plan and are not intended to be construed as a contract.
7. (4) (b) (1) (ii) (iii)
A. "Revised Plan of Subdivision" (Landscape & Site) dated May 19, 2021, prepared by Nicholas Recepti, PLS, and recorded in Plan Book 17, Page 150.
B. "Boundary Reassessment Survey" for Lot 10 of the subject parcel, dated August 6, 2016, prepared by Lewis & Wright, Inc. and recorded in Plan Book 186, Page 134.
C. "Subdivision Plan of Angler's Road Development" with a issue date of June 24, 2016, prepared for Richard Edwards Development Corporation, by Mark Lund Development Consultants, Inc. and recorded in Plan Book 278, Page 264.
D. "Revised Subdivision Plan of Angler's Road Development" dated July 18, 2016, prepared for Richard Edwards Development Corporation, by Mark Lund Development Consultants, Inc. and recorded in Plan Book 278, Page 264.
8. Plan orientation is Grid North, Maine State Plane Coordinate System, First Zone 1802-NAD83. Coordinates are based on the NAD83 datum. Stationing is in feet and inches. Elevation is in feet above sea level. The plan is oriented to the grid north.
9. The subject parcel is located within Zone 8, Area of Interest Flood Hazard, as indicated on the Flood Insurance Rate Map for the Town of Shelburne, Cumberland County, Community Name: Shelburne, dated July 15, 2015, and recorded in Book 4420, Page 165.
10. The site plan, location, existence or non-existence of underground utilities and for structures were not investigated as part of this survey. Utilities reported herein may not necessarily represent all existing utilities. Current, or former, or proposed structures were not investigated as part of this survey. The location, or former, or proposed structures were not investigated as part of this survey. The location, or former, or proposed structures were not investigated as part of this survey.
11. An investigation to identify and locate private utility wells was conducted on June 8, 2021. Six (6) private utility wells were not identified and located.
12. The site plan, location, existence or non-existence of underground utilities and for structures were not investigated as part of this survey. Utilities reported herein may not necessarily represent all existing utilities. Current, or former, or proposed structures were not investigated as part of this survey. The location, or former, or proposed structures were not investigated as part of this survey.
13. An investigation to identify and locate private utility wells was conducted on June 8, 2021. Six (6) private utility wells were not identified and located.

For the Record: The unshaded portion of these sheets are previously recorded.
The subject parcel is located within Zone 8, Area of Interest Flood Hazard, as indicated on the Flood Insurance Rate Map for the Town of Shelburne, Cumberland County, Community Name: Shelburne, dated July 15, 2015, and recorded in Book 4420, Page 165.

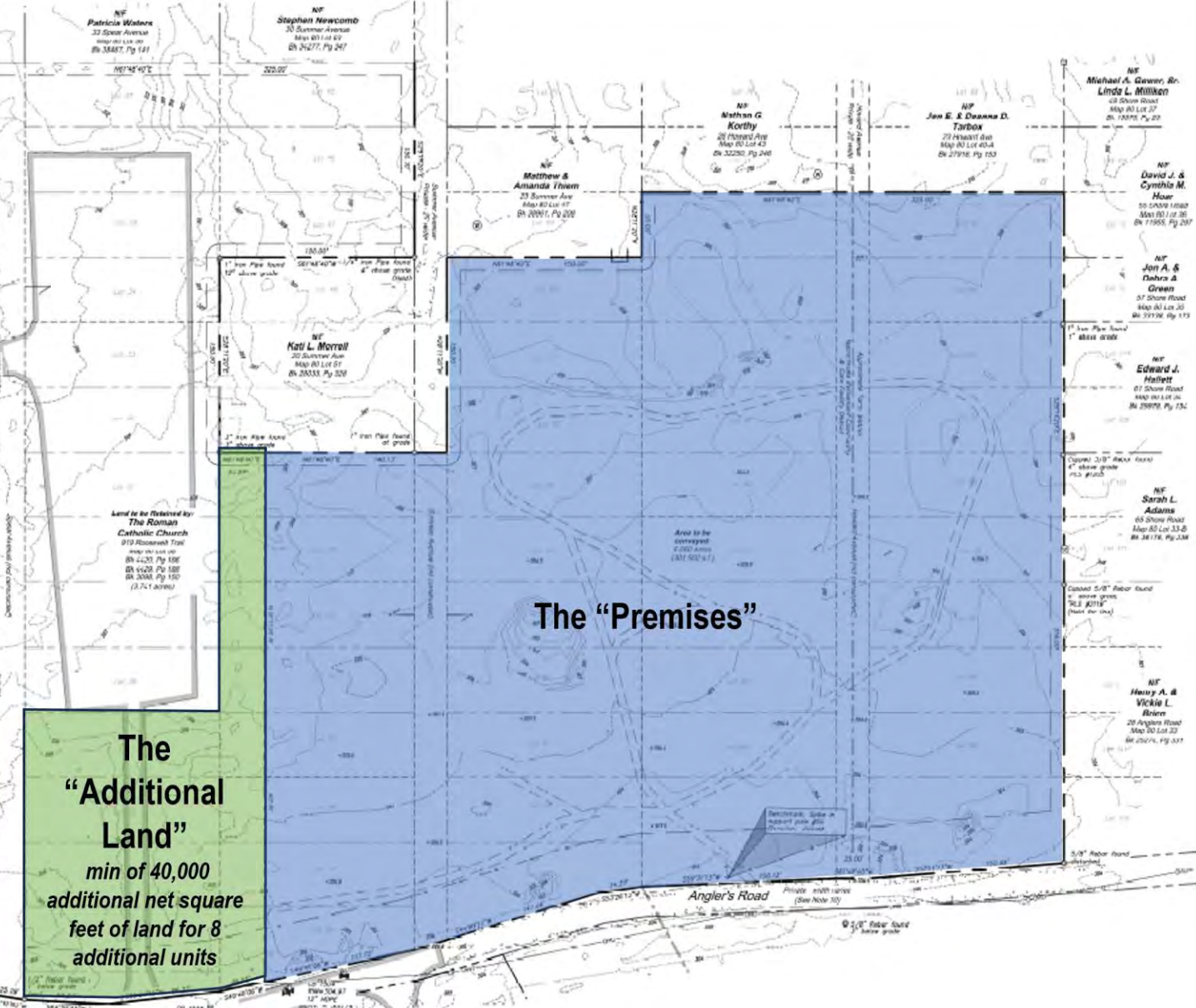


Surveyor's Certification
To the best of my knowledge, I have used ordinary and prudent conduct expected of Professional Land Surveyors and the results shown here represent the best and most responsible to the public as required under the Statutes of Practice as defined by the Board of Licensure for Professional Land Surveyors (BRLS) Title 22, Chapter 111, Dated April 2021.

Except as Follows:
1. Boundary Reassessment Survey for Lot 10 of the subject parcel, dated August 6, 2016, prepared by Lewis & Wright, Inc. and recorded in Plan Book 186, Page 134.
2. No Field Description in Date
Plan Prepared by: Nicholas Recepti PLS # 2021

Table with columns: NO., DATE, REVISIONS. Contains a grid for tracking plan revisions.

Project information block including: DEVELOPERS COLLABORATIVE PARCEL, PROJECT ADDRESS: 100 NASH ST, SHELBOURNE, ME 04102, CONTACT: TERRADYN, THE ROMAN CATHOLIC CHURCH, SHEET 1 OF 1.



STATE OF MAINE, Cumberland County, SS
RECORDING OFFICE
Received:
At _____ M and recorded in
Plan Book _____ Page _____
Actual _____
Register

Administrative and contact information for Nicholas Recepti, PLS # 2021, including a registration form and a graphic scale.

ATTACHMENT 4

SKETCH PLAN
