



Stoneybrook Consultants, Inc.

456 Buckfield Road
Turner, Maine 04282
(207) 514-7491 voice
(207) 514-7492 fax

November 17, 2017

Mr. Zach Mosher, City Planner
Planning, Permitting and Code Division
City of Auburn
60 Court Street
Auburn, ME 04210

RE: Becket Academy
227 Poland Road

Dear Mr. Mosher:

On behalf of Becket Academy, Inc. (Becket), I am pleased to submit this letter and attachments to support their request for Site Plan Review approvals to occupy the existing Auburn Baptist Church (Church) buildings located at 227 Poland Road in Auburn for their private special needs school programs. The parcel includes two lots shown on the City GIS Mapping System which include a total of 16.8 acres. Those lots are identified as Parcel # 199-12 and Parcel #199-13. The property is located in the Suburban Residential (SR) and the Shoreland Overlay - Stream Protection District. The school use is allowed as a special exception in the SR district where the buildings on this property are located.

The existing improvements include a large parking lot, driveways and two buildings. The parking is striped to support 142 parking spaces with 5 of those spaces identified as handicap accessible. The church building has a basement and first floor level with a total of 15,372 square feet of floor space based upon City Tax records. The gymnasium/assembly building in the rear of the property has two levels with a total of 22,058 square feet of floor space.

Becket plans to renovate the existing church building to support its Elementary school programs. They will create 7 classrooms, 3 offices, 2 bathrooms and 2 student de-escalation rooms in the basement level. The first

floor will be renovated to create 4 offices, 1 performing arts center, 1 conference room, 3 bathrooms and 2 de-escalation rooms.

The gymnasium/assembly building will be used for the Middle and High School programs. This space will be renovated to create a full gymnasium for physical education, 6 classrooms, 3 bathrooms, 2 offices, 1 kitchen and 1 de-escalation room. No new utility services will be required and no improvements to the existing parking lot or driveways are proposed by this project.

Once the building renovations have been completed, Becket will move all of the existing students from their current location on Holbrook Road to this location. The Holbrook Road facilities will be used by other programs operated by the Becket Family of Services. The Poland Road site will support a total of 50 students with a total of 30 employees including teachers, teacher aids and support staff.

At one time, the Church had about 600 members. The membership has declined over the years and they can no longer support the buildings on this property. During the Church services, peak hour traffic was significant and clearly exceeded the 100 trips - peak hour traffic generation that would now require a Traffic Movement Permit (TMP). The Church use predated the 1997 TMP rules and, therefore, a permit was not required for their use. Becket's proposed use with only 50 students and 30 employees will represent a significant decrease in the peak hour traffic flow. Becket's use of this site will exceed the TMP 100 trip threshold but, since that use will be less than the peak hour use by the Church, TMP approvals will not be required for this change in use of this property. The school programs will operate five days per week 7:30 AM to 3:30 PM. They will not be open during the normal school holidays, but they do operate during school vacations and through the summer months.

Under your ordinance, the school use requires 1 space per classroom at the Elementary school level and 4 spaces per classroom at the Middle and High School levels. Based upon the proposed classroom mix, I would calculate a requirement of 36 spaces for this use. The site currently has 142 spaces striped, so the current parking exceeds the minimum requirements and provides room to support any future growth of the program(s) at this site.

This project will not disturb any ground areas, so stormwater improvements will not be required. The school will need approvals to operate from the Maine Department of Education and the proposed renovations will be subject to the City building permit process. No other permits will be required for this project. The property does abut Taylor Brook and is subject to the Shoreland Overlay - Stream Protection District. None of the existing buildings are located in this district. The property is also subject to the Flood Plain Overlay District related to Taylor Brook.

Solid waste is deposited into a 4 yard dumpster and collected weekly by Pine Tree Waste Disposal. The dumpster is rarely full and trash is minimized to any degree possible with recycling. Trash and recycling quantities vary greatly between seasons and the overall volume is not expected to change. Contracts with the current service providers will continue without any planned adjustments.

As described above, this project is not proposing any changes to the existing site improvements, but will make changes within the existing buildings. This application is being submitted to secure approvals for a change in use from the current church use to a school use. Both uses are allowed as a special exception in the SR District. Please consider the following responses to the conditions of Section 60-1336.

- (1) That the special exception sought fulfills the specific requirements, if any, set forth in the zoning ordinance relative to such exception.

There are no specific requirements in the ordinance specific to the school use.

- (2) That the special exception sought will neither create nor aggravate a traffic hazard, a fire hazard or any other safety hazard.

The proposed use will not create or aggravate existing traffic, fire or safety conditions at this property. This proposal will reduce traffic trips in and out of the site from historical use. All new building improvements will be subject to building code standards and inspections for fire and safe access to the buildings.

- (3) That the special exception sought will not block or hamper the master development plan pattern of highway circulation or of planned major public or semipublic land acquisition.

There are no known highway improvements or public land acquisitions proposed in this area.

- (4) That the exception sought will not alter the essential characteristics of the neighborhood and will not tend to depreciate the value of property adjoining and neighboring the property under application.

This project will use the existing buildings for educational use, which is very similar to the teaching of the church. The gymnasium constructed by the church for their use will be used by this school for the same purposes. This change in use will not change the characteristics of the neighborhood or impact property values.

- (5) That reasonable provisions have been made for adequate land space, lot width, lot area, stormwater management in accordance with [section 60-1301](#)(14), green space, driveway layout, road access, off-street parking, landscaping, building separation, sewage disposal, water supply, fire safety, and where applicable, a plan or contract for perpetual maintenance of all the common green space and clustered off-street parking areas to ensure all such areas will be maintained in a satisfactory manner.

This project is not proposing any changes to lot or any of these site features. All site features will be maintained by the applicant.

- (6) That the standards imposed are, in all cases, at least as stringent as those elsewhere imposed by the city building code and by the provisions of this chapter.

This project meets all of the standards in the zoning ordinance.

- (7) That essential city services which will be required for the project are presently available or can be made available without disrupting the city's master development plan.

The City services necessary for this use are available and this site is much closer to the support services from Fire or Police than their current school location.

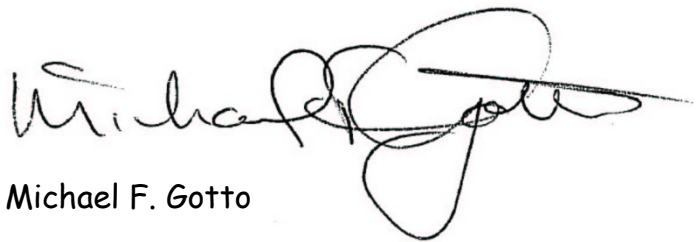
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Becket hopes to complete the approval process in December. Once approved, they will close on the purchase of the property and begin construction in January. They hope to occupy the new space in July of 2018.

I hope you will find this letter and attachments responsive to application requirements. I will plan to attend the December meeting to address any questions you or the Planning Board may have. In the meantime, please do not hesitate to call if you need additional information. We look forward to your review and approval.

Respectfully yours,

STONEBROOK CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "Michael F. Gotto", with a large, stylized flourish at the end.

Michael F. Gotto

cc: David Chabot
Brad Ulmer



Development Review Application

City of Auburn Planning and Permitting Department
City of Lewiston Department of Planning and Code Enforcement



PROJECT NAME: Becket Academy

PROPOSED DEVELOPMENT ADDRESS: 227 Poland Road

PARCEL ID#: 199-012 and 199-013

REVIEW TYPE: Site Plan/Special Exception ☒ Site Plan Amendment ☐
 Subdivision ☐ Subdivision Amendment ☐

PROJECT DESCRIPTION: See Cover Letter

CONTACT INFORMATION:

Applicant

Name: Becket Academy, Inc.
Address: 633 NH Route 10
Zip Code Orford, NH 03777
Work #: (603) 353-9102 x1117
Cell #:
Fax #:
Home #:
Email:

Project Representative

Name: Mike Gotto - Stoneybrook Consultants
Address: P.O. Box 459
Zip Code Turner, ME 04282
Work #: (207) 514-7491
Cell #: (207) 513-6123
Fax #: (207) 514-7492
Home #:
Email: mike@stoneybrookllc.com

Property Owner

Name: Auburn Baptist Church
Address: P.O. Box 3023
Zip Code Auburn, ME 04210
Work #: (207) 786-0206
Cell #:
Fax #:
Home #:
Email:

Other professional representatives for the project (surveyors, engineers, etc.),

Name:
Address:
Zip Code
Work #:
Cell #:
Fax #:
Home #:
Email:

PROJECT DATA

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

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	<u>78,615</u> sq. ft.
Proposed Total Paved Area	<u>57,583</u> sq. ft.
Proposed Total Impervious Area	<u>78,615</u> sq. ft.
Proposed Impervious Net Change	<u>0</u> sq. ft.
Impervious surface ratio existing	<u>11</u> % of lot area
Impervious surface ratio proposed	<u>11</u> % of lot area

BUILDING AREA/LOT COVERAGE

Existing Building Footprint	<u>21,032</u> sq. ft.
Proposed Building Footprint	<u>21,032</u> sq. ft.
Proposed Building Footprint Net change	<u>0</u> sq. ft.
Existing Total Building Floor Area	<u>37,430</u> sq. ft.
Proposed Total Building Floor Area	<u>37,430</u> sq. ft.
Proposed Building Floor Area Net Change	<u>0</u> sq. ft.
New Building	<u>No</u> (yes or no)
Building Area/Lot coverage existing	<u>3</u> % of lot area
Building Area/Lot coverage proposed	<u>3</u> % of lot area

ZONING

Existing	<u>Suburban Residential</u>
Proposed, if applicable	<u>N/A</u>

LAND USE

Existing	<u>Church</u>
Proposed	<u>Private School</u>

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	<u>N/A</u>
Proposed Number of Residential Units	<u>N/A</u>
Subdivision, Proposed Number of Lots	<u>N/A</u>

PARKING SPACES

Existing Number of Parking Spaces	<u>142</u>
Proposed Number of Parking Spaces	<u>142</u>
Required Number of Parking Spaces	<u>36</u>
Number of Handicapped Parking Spaces	<u>5</u>

ESTIMATED COST OF PROJECT

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	<u>78,615</u> sq. ft.
Proposed Disturbed Area	<u>0</u> sq. ft.
Proposed Impervious Area	<u>78,615</u> sq. ft.

1. *If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.*
2. *If the proposed impervious area is greater than one acre including any impervious area created since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.*
3. *If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.*
4. *If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.*

TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing (Since July 1, 1997)	<u>325</u> passenger car equivalents (PCE)
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Total traffic estimated in the peak hour-proposed (Since July 1, 1997)	<u>110</u> passenger car equivalents (PCE)
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If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

Zoning Summary

1. Property is located in the Suburban Residential zoning district.
2. Parcel Area: 16.8 acres / _____ square feet(sf).

Regulations	Required/Allowed	Provided
Min Lot Area	<u>21,780 s.f.</u>	<u>16.8 acres</u>
Street Frontage	<u>150'</u>	<u>561'</u>
Min Front Yard	<u>25'</u>	<u>44'</u>
Min Rear Yard	<u>25'</u>	<u>436'</u>
Min Side Yard	<u>15'</u>	<u>44'</u>
Max. Building Height	<u>35'</u>	
Use Designation	<u>Private School</u>	<u>Private School</u>
Parking Requirement	1 space/ per _____	square feet of floor area
Total Parking:	<u>36</u>	<u>142</u>
Overlay zoning districts (if any):	<u>Stream Protection</u>	/
Urban impaired stream watershed?	YES <input checked="" type="radio"/> NO <input type="radio"/> If yes, watershed name _____	

DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submission shall include payment of fee and fifteen (15) complete packets containing the following materials:

1. Full size plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

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

L/A's development review process and requirements have been made similar for convenience and to encourage development. Each City's ordinances are available online at their prospective websites:

Auburn: www.auburnmaine.org under City Departments/ Planning and Permitting/Land Use Division/Zoning Ordinance

Lewiston: <http://www.ci.lewiston.me.us/clerk/ordinances.htm> Refer to Appendix A of the Code of Ordinances

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

This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.

Signature of Applicant:

Michael F. Galt
As Agent

Date:

11/15/17

Development Review Checklist
City of Auburn Planning and Permitting Department
City of Lewiston Department of Planning and Code
Enforcement



**THE FOLLOWING INFORMATION IS REQUIRED WHERE APPLICABLE TO BE
SUBMITTED FOR AN APPLICATION TO BE COMPLETE**

PROJECT NAME: Becket Academy

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 227 Poland Road 199-012&013

Required Information		Check Submitted		Applicable Ordinance	
		Applicant	Staff	Lewiston	Auburn
Site Plan					
	Owner's Names/Address	✓			
	Names of Development	✓			
	Professionally Prepared Plan	N/A			
	Tax Map or Street/Parcel Number	✓			
	Zoning of Property	✓			
	Distance to Property Lines	✓			
	Boundaries of Abutting land	✓			
	Show Setbacks, Yards and Buffers	✓			
	Airport Area of Influence (Auburn only)				
	Parking Space Calcs	✓			
	Drive Openings/Locations	✓			
	Subdivision Restrictions	N/A			
	Proposed Use	✓			
	PB/BOA/Other Restrictions	N/A			
	Fire Department Review				
	Open Space/Lot Coverage	✓			
	Lot Layout (Lewiston only)				
	Existing Building (s)				
	Existing Streets, etc.				
	Existing Driveways, etc.				
	Proposed Building(s)				
	Proposed Driveways				
Landscape Plan					
	Greenspace Requirements	✓			
	Setbacks to Parking	✓			
	Buffer Requirements	✓			
	Street Tree Requirements	N/A			
	Screened Dumpsters	N/A			
	Additional Design Guidelines	N/A			

	Planting Schedule	N/A			
Stormwater & Erosion Control Plan		N/A			
	Compliance w/ chapter 500				
	Show Existing Surface Drainage				
	Direction of Flow				
	Location of Catch Basins, etc.				
	Drainage Calculations				
	Erosion Control Measures				
	Maine Construction General Permit				
	Bonding and Inspection Fees				
	Post-Construction Stormwater Plan				
	Inspection/monitoring requirements				
	Third Party Inspections (Lewiston only)				
Lighting Plan		N/A			
	Full cut-off fixtures				
	Meets Parking Lot Requirements				
Traffic Information		N/A			
	Access Management				
	Signage				
	PCE - Trips in Peak Hour				
	Vehicular Movements				
	Safety Concerns				
	Pedestrian Circulation				
	Police Traffic				
	Engineering Traffic				
Utility Plan		N/A			
	Water				
	Adequacy of Water Supply				
	Water main extension agreement				
	Sewer				
	Available city capacity				
	Electric				
	Natural Gas				
	Cable/Phone				
Natural Resources					
	Shoreland Zone	✓			
	Flood Plain	✓			
	Wetlands or Streams	✓			
	Urban Impaired Stream	N/A			
	Phosphorus Check	N/A			
	Aquifer/Groundwater Protection	N/A			
	Applicable State Permits	N/A			
	No Name Pond Watershed (Lewiston only)				

	Lake Auburn Watershed (Auburn only)	N/A			
	Taylor Pond Watershed (Auburn only)	N/A			
Right Title or Interest					
	Verify	✓			
	Document Existing Easements, Covenants, etc.	N/A			
Technical & Financial Capacity					
	Cost Est./Financial Capacity				
	Performance Guarantee				
State Subdivision Law		N/A			
	Verify/Check				
	Covenants/Deed Restrictions				
	Offers of Conveyance to City				
	Association Documents				
	Location of Proposed Streets & Sidewalks				
	Proposed Lot Lines, etc.				
	Data to Determine Lots, etc.				
	Subdivision Lots/Blocks				
	Specified Dedication of Land				
Additional Subdivision Standards		N/A			
	Single-Family Cluster (Lewiston only)				
	Multi-Unit Residential Development (Lewiston only)				
	Mobile Home Parks				
	Private Commercial or Industrial Subdivisions (Lewiston only)				
	PUD (Auburn only)				
A jpeg or pdf of the proposed site plan					
Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving					

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 21st day of September, 2017 (the "Effective Date"),

BETWEEN

AUBURN BAPTIST CHURCH, a nonprofit corporation duly organized and existing under the laws of the State of Maine (hereinafter referred to as "Seller"),

AND

BECKET ACADEMY, INC., a nonprofit corporation duly organized and existing under the laws of the State of Maine (hereinafter referred to as "Buyer").

RECITALS

A. Seller is the owner of the land and buildings located at 227 Poland Road in the City of Auburn, Maine, shown on Map 199 of the Assessor of the City of Auburn as Lot 13 and which is more particularly described in two deeds to the Seller, one from Irene Ouellette, *et als.*, dated May 31, 1984 and recorded on June 1, 1984 in the Androscoggin County Registry of Deeds in Book 1727, Page 153 and the other from Jeanne Creart dated September 7, 1984 and recorded in said registry on September 7, 1984 in Book 1754, Page 156. (hereinafter referred to as the "Real Estate").

B. Seller is desirous of selling same.

C. Buyer is desirous of purchasing same.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and undertakings hereinafter expressed, the parties agree as follows:

SECTION 1: RECITALS. The recital clauses set forth above are true and correct and are incorporated herein by reference as though set forth verbatim herein.

SECTION 2: PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to purchase the Real Estate in accordance with the terms of this Agreement.

SECTION 3: PURCHASE PRICE. The purchase price (the "Purchase Price") for the acquisition of the Real Estate shall be

. The Purchase Price shall be allocated in accordance with the allocation set forth in Exhibit A annexed hereto.

SECTION 4: PAYMENT. The Purchase Price shall be paid in the following manner:

4.1 Seller has deposited with The Maine Real Estate Network (the "Broker") the sum of (the "Initial Deposit").

4.2 Seller will deposit with the Broker an additional (the "Second Deposit") upon the execution of this Agreement by Seller and Buyer. The Initial Deposit and the Second Deposit may be collectively referred to herein as the "Deposit."

4.3 The balance of the Purchase Price, , shall be paid in full to Seller, and the Deposit will be paid by the Broker to Seller at the Closing (defined below).

SECTION 5: CLOSING. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at Buyer's election but not later than five o'clock (5:00) p.m., prevailing time, on November 17, 2017 (the "Closing Date") at the offices of Isaacson & Raymond, P.A., 75 Park Street, Lewiston, Maine, or such other place as the parties may mutually select.

SECTION 6: CONVEYANCE AND PAYMENT.

6.1 Conveyance shall be made by Warranty Deed conveying good, marketable title to said Real Estate, in accordance with the standards adopted by the Maine State Bar Association, free and clear of encumbrances, except for conventional utility easements and such restrictions as would not make the title unmarketable. The title shall also be insurable by any reputable title insurance company licensed to do business in the State of Maine. Seller will execute such affidavits as may appropriately be required by the applicable title insurance company to cause the deletion of the standard mechanics lien, persons in possession and survey exceptions from the loan policy of title insurance to be issued to Buyer's lender, if any.

6.2 Buyer will make all payments in immediately available funds.

SECTION 7: TAXES. Real estate taxes assessed by the City of Auburn, Maine (if any), shall be prorated at the Closing.

SECTION 8: HEATING FUEL. Heating fuel in any tank on the Real Estate at the time of Closing shall become the property of the Buyer.

SECTION 9: SUCCESSION. This Agreement and the provisions herein shall be binding on the respective successors and assigns of Seller and Buyer.

SECTION 10: MISCELLANEOUS.

10.1 Transfer Tax. State of Maine Transfer Taxes shall be paid one-half by Seller and one-half by Buyer in accordance with Maine Revised Statutes.

10.2 Entry. Buyer and Buyer's agents (such as inspectors and appraisers) shall have the right to enter upon the Real Estate at reasonable times upon reasonable advance notice to Seller for the purpose of making investigations, appraisals and studies for Buyer's proposed use.

10.3 Possession. At the time of Closing, Seller will deliver over exclusive possession of the Real Estate to Buyer, in the same condition as it now is, reasonable wear and tear excepted.

10.4 Brokers. Each party represents to the other that the Broker is the only real estate broker entitled to a commission in connection with this sale. No other broker has been retained by the parties in connection with this sale. Each party will defend and hold the other harmless from claims arising contrary to the party's said representations. Seller shall be responsible for payment of the commission due to the Broker.

10.5 Fire and Casualty. In the event that the building upon the Real Estate is damaged by fire or other casualty or any portion of the Real Estate is taken by condemnation prior to the Closing, Buyer may terminate this Agreement, in which event the Deposit will be returned to Buyer. If Buyer determines not to terminate this Agreement, Buyer may proceed to the Closing, in which event Seller will, at the Closing, deliver to Buyer all insurance benefits and condemnation awards stemming from such loss or condemnation received by Seller and will assign to Buyer Seller's rights to receive all of same, whichever is pertinent, and, to that end, Seller will cooperate with Buyer in the preparation of all statements of loss, provisions of loss, and such other documents as may be required by the pertinent insuring companies or condemning authority. In the event that Buyer, in Buyer's judgment, deems litigation to be necessary in pursuing Buyer's claim, Seller will further cooperate with Buyer, but all litigation shall be conducted at Buyer's expense. Seller will keep the Real Estate insured against fire and extended risk in a sum not less than the Purchase Price through the Closing.

10.6 Time. Time is of the essence in all matters relating to this Agreement.

10.7 "As Is" Condition. The Real Estate will be sold in "as is" physical condition, and Seller makes no representations to Buyer whatsoever as to the physical state of same. This limitation shall prevail through the Closing, and no further writing shall be necessary with respect thereto. Seller represents to Buyer, which representation shall remain in effect through the Closing, that Seller has not been advised by any governmental agency or authority that the Real Estate is in violation of any law, statute or regulation.

10.8 Title Exceptions. Buyer shall examine the title to the Real Estate and report in writing any valid objections (hereafter "exceptions") thereto based on the Standards adopted by the Maine State Bar Association. Any exceptions to the title which would be disclosed by examination of the records shall be deemed to have been accepted unless reported in writing at or prior to Closing. If Buyer objects to any exceptions to the title, Seller shall use all due diligence to remove such exceptions at Seller's own expense within thirty (30) days thereafter. But if, notwithstanding Seller's due diligence, exceptions cannot be removed within the said time period, Buyer may elect to terminate this Agreement. Buyer shall notify Seller of such election, in which case the Deposit shall be returned to Buyer and the obligations of all parties under this Agreement shall thereupon terminate. Alternatively, Buyer may elect to purchase the Real Estate under the provisions of this Agreement subject to any such title exceptions which cannot be removed. If any such exception is a lien securing indebtedness of a definitely ascertainable amount (such as a mortgage), Buyer shall have the right to deduct the amount of such indebtedness from the Purchase Price payable at Closing and apply the same to the satisfaction of the indebtedness.

10.9 Survey Matters. The Real Estate shall not be in conformity with the title provisions of this Agreement unless:

(a) All buildings, structures and improvements, including, but not limited to, any driveways, parking areas, garages, wells and septic systems serving the Real Estate, and all means of access to the Real Estate shall be located completely within the boundary lines of the Real Estate and shall not encroach upon or under the property of any other person or entity without the benefit of a lawful and valid easement for such encroachment.

(b) No building, structure or improvements of any kind belonging to any other person or entity shall encroach upon or under the Real Estate.

(c) The Real Estate shall abut a public way, duly laid out or accepted as such by the town in which said Real Estate is located or shall have lawful access to such public way over an existing traveled way.

10.10 Governing Law. This Agreement and the transaction contemplated by it shall be governed by the laws of the State of Maine.

10.11 Notices. Any notices required by or useful under the terms of this Agreement shall be given, in the case of Seller, to:

Pastor Clint Robinson
P. O. Box 3023
Auburn, ME 04210

and, in the case of Buyer, to:

Becket Academy, Inc.
633 NH Route 10
P. O. Box 325
Orford, NH 0377
Attention: David Chabot

with a copy to:

Ronald L. Bissonnette, Esq.
Isaacson & Raymond, P. A.
75 Park Street
P. O. Box 891
Lewiston, ME 04243-0891

or such other persons and addresses as the appropriate party may hereafter designate. All such notices shall be sent certified mail, prepaid, deliver to addressee only.

10.12 Amendment. This Agreement may not be amended, modified or revoked except by a writing signed by the party against whom enforcement of the amendment, modification or revocation is sought.

10.13 Entire Agreement. This Agreement contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this Agreement shall have any force and effect.

10.14 Buyer's Contingencies. Buyer may terminate Buyer's obligation to purchase hereunder and will be entitled to a refund of the Deposit if any of the following contingencies occur:

10.14.1 Financing. The Buyer is unable to obtain financing of eighty percent (80%) of the Purchase Price at market interest rates upon commercially reasonable terms and conditions.

10.14.2 Inspections. Buyer is not satisfied with the results of its investigations of the Real Estate which may include, without limitation intended, surveys, environmental assessments, engineering studies, wetland assessments, soils assessments, zoning compliance or feasibility, building code compliance, and State Fire Marshall requirements.

10.14.3 Department of Education Approval. Buyer is unable to obtain approval and recognition from the Maine Department of Education of its intended use of the Real Estate as a special purpose private school facility for adolescents and children, provided, however, that this contingency will be deemed waived if Buyer fails to notify Seller of the exercise of this contingency within sixty (60) days following the Effective Date.

10.14.4 Board Approval. Buyer is unable to obtain approval for the purchase of the Real Estate from its Board of Trustees.

SECTION 11: REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer that, as of the date of this Agreement and as of the date of the Closing:

11.1 No Mechanics' Liens. All work that has been performed in, on or about the Real Estate or materials furnished thereto that might in any circumstances give rise to a mechanic's or materialman's lien has been paid for and all necessary waivers of rights to a mechanic's or materialman's lien have been obtained.

11.2 No Pending Litigation Affecting Real Estate. There is no action, suit, legal proceeding or other proceedings pending or threatened (or, to the best knowledge of Seller, any basis therefor) against Seller affecting any portion of the Real Estate in any court or before any arbitrator of any kind or before or by any governmental body.

11.3 No Leases or Contracts. There are no leases, subleases or agreements concerning the leasing, subleasing or occupancy of the Real Estate.

11.4 Unencumbered Title. Seller is the owner of the Real Estate free and clear of all liens, rights to liens, claims, encumbrances, and other matters affecting title, subject only to those easements referred to in Subsection 6.1 and to any lien or encumbrance securing an

indebtedness of a definitely ascertainable amount, which lien or encumbrance shall be released at or prior to the Closing.

11.5 Compliance with Laws. To the best of Seller's knowledge, all applicable laws, statutes, ordinances and regulations have been complied with in regard to the Real Estate. This shall not be taken to modify Subsection 10.7 of this Agreement.

11.6 Underground Fuel Storage Tank. The Seller hereby discloses to Buyer, in accordance with 38 M.R.S.A. §563(6) and (10)(B), the following (Check A or B, as appropriate, and if B is checked, complete the information in B(1) and/or B(2), as applicable):

☒ A. To the best of my knowledge, no underground storage facility for the storage of oil or petroleum products exists on the Premises.

☐ B. One or more underground oil storage facilities exist on the Premises.

B(1). The State of Maine Department of Environmental Protection ("DEP") Registration Numbers for all oil storage facilities on the Premises are as follows (use additional page if necessary):

No. _____

No. _____

B(2). The following underground oil storage facilities identified in B.1., above, have been abandoned in place and a deep notice provided pursuant to 38 M.R.S.A. § 566 and Maine DEP Regulations Chapter 691, Section 911)(E)(3) (use additional page if necessary).

No. _____

No. _____

B(3). The facility is subject to regulation, including registration requirements, by the Maine DEP under 38 M.R.S.A. §§561 *et seq.*

(Seller check item "C" or item "D" below, as appropriate. If D is checked, complete the information in D):

☒ C. To the best of my knowledge, no above ground storage tank with underground piping exists on the Premises.

☐ D. One or more above ground oil storage tanks with underground piping exist on the Premises. The State of Maine DEP requires Registration Numbers for all above ground oil storage tanks with underground piping existing on the Premises used to store motor fuel. The Registration Numbers are as follows (use additional page if necessary):

No. _____

No. _____

SECTION 12: LIQUIDATED DAMAGES. Should Buyer fail to proceed to a Closing, Seller having performed all of the undertakings required of Seller herein, Seller shall retain the Deposit as liquidated damages (actual damages being impossible to determine), and Buyer shall have no further obligations to Seller hereunder.

SECTION 13: EXHIBITS. The following exhibit is annexed hereto and made a part hereof:

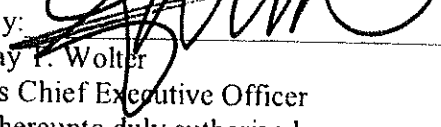
Exhibit A – Allocation of Purchase Price

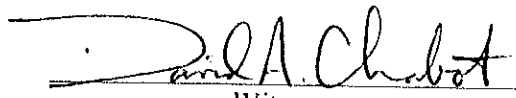
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on
the day and year first above written.

AUBURN BAPTIST CHURCH

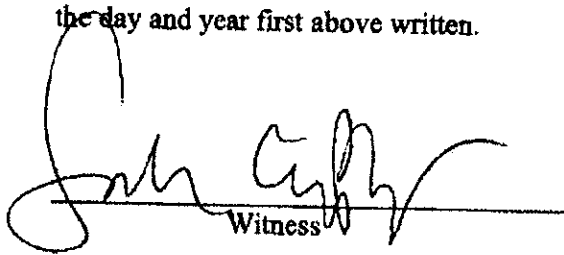
By: _____
Pastor Clint Robinson
Its President, thereunto duly authorized

BECKET ACADEMY, INC.


By:  _____
Jay F. Wolter
Its Chief Executive Officer
Thereunto duly authorized

 _____
Witness

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on
the day and year first above written.


Witness

AUBURN BAPTIST CHURCH

By: 
Pastor Clint Robinson
Its President, thereunto duly authorized

BECKET ACADEMY, INC.

By: _____
Jay T. Wolter
Its Chief Executive Officer
Thereunto duly authorized

F:\Tina\CLIENTS\Becket Academy, The\227 Poland Rd, Auburn\Purchase and Sale Agreement.docx

MAINE SHORT FORM WARRANTY DEED

IRENE OUELLETTE and THERESA LABBE, both of Lewiston, Androscoggin County, and State of Maine, JEANNE CREART and ROMEO CHABOT, both of Auburn, said Androscoggin County, and State of Maine, Lucien Chabot of Poland, said Androscoggin County, and State of Maine, JULIETTE DROUIN of Riverside, County of Los Angeles, and State of California, and LORRAINE RICHARD of Westbrook, County of Cumberland, and State of Maine, for consideration paid, grant to AUBURN BAPTIST CHURCH, a Maine corporation with its place of business in Auburn in the County of Androscoggin, and State of Maine, with WARRANTY COVENANTS, a certain parcel of land with the buildings thereon situated in Auburn in the County of Androscoggin and State of Maine, bounded and described as follows:

BEGINNING at a point in the northwesterly line of the Poland Road at the southeasterly corner of a parcel of land conveyed by Patrick Lahey to Catherine Tuttle by deed dated September 7, 1915, recorded in the Androscoggin County Registry of Deeds in Book 269, Page 54; thence the line runs in a northwesterly direction along said land conveyed to Tuttle on a course of approximately North 27° West a distance of approximately eight hundred twenty-three (823) feet to the northwesterly line of a parcel of land conveyed by Auburn Loan and Building Association to Marie Anna Chabot by deed dated December 26, 1952, recorded in said Registry of Deeds in Book 685, Page 47; thence the line runs approximately North 49° East along said last course a distance of approximately six hundred twenty-five (625) feet to the point of beginning described in said deed to Chabot; thence the line runs in a southeasterly direction along the first course described in said deed to Chabot a distance of approximately six hundred seventy (670) feet to land conveyed by said Chabot to herself and Marguerite LaFlamme by deed dated May 4, 1965, recorded in said Registry of Deeds in Book 937, Page 161, and as described in a corrective deed from Juliette Drouin et als to Maurice M. LaFlamme and Marguerite LaFlamme dated March 5, 1977 and recorded in said Registry of Deeds in Book 1266, Page 118; thence the line runs in a southwesterly direction parallel with the Poland Road and along the northwesterly line of said land conveyed to LaFlamme to an iron pin set in the ground at the northerly corner of a parcel of land conveyed by said Chabot to Ernest P. Chabot by deed dated May 3, 1965, recorded in said Registry of Deeds in Book 937, Page 160, and as redescribed in a corrective deed given by said Drouin to Ernest P. and Theresa Chabot dated March 5, 1977, recorded in said Registry of Deeds in Book 1266, Page 220; thence the line continues in a southwesterly direction parallel with said line of the Poland Road and along the northwesterly line of said land conveyed to Ernest P. and Theresa Chabot a distance of one hundred fifty (150) feet to an iron pin set in the ground; thence the line runs in a southeasterly direction along said land conveyed to Ernest P. and Theresa Chabot a distance of one hundred fifty (150) feet to iron pin set in the ground in said line of the Poland Road; thence the line runs approximately South 49° West along said line of the Poland Road a distance of approximately two hundred twenty (220) feet to the point of beginning.

The purpose of this conveyance is to clarify the description contained in an earlier deed given by these grantors to "Auburn Baptist Church"

dated August 17, 1982 and recorded in the Androscoggin County Registry of Deeds in Book 1604, Page 325. When said deed was executed and delivered, Auburn Baptist Church had not yet been incorporated.

ALSO hereby conveying all rights, easements, privileges, and appurtenances belonging to the premises hereinabove described.

FERN OUELLETTE, husband of said IRENE OUELLETTE, RICHARD LABBE, husband of said THERESA LABBE, JEANNE CREART being a widow, JUNE CHABOT, wife of said ROMEO CHABOT, DOROTHY CHABOT, wife of LUCIEN CHABOT, ADRIEN DROUIN, husband of said JULIETTE DROUIN, and GERALD RICHARD, husband of said LORRAINE RICHARD, join as grantors and release all rights by descent and all other rights therein.

WITNESS our hands and seals this 31st day of May, 1984.

Gerald Richard
Gerald Richard

Lorraine Richard
Lorraine Richard

Adrien Drouin
Adrien Drouin

Raymond R. Labbe
Witness

Gerald Richard
Witness

Irene Ouellette
Witness

Fern Ouellette
Witness

Arthur R. Lawler
Witness

Judith Lawler
Witness

Constance W. Rosa
Witness

Irene Ouellette
Irene Ouellette

Fern Ouellette
Fern Ouellette

Theresa Labbe
Theresa Labbe

Richard Labbe
Richard Labbe

Jeanne Creart
Jeanne Creart

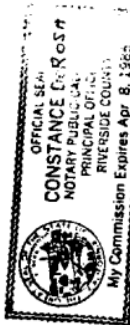
Romeo Chabot
Romeo Chabot

June Chabot
June Chabot

Lucien F. Chabot
Lucien Chabot

Dorothy Chabot
Dorothy Chabot

Juliette Drouin
Juliette Drouin



STATE OF MAINE
ANDROSCOGGIN, SS. Personally appeared the above named LUCIEN F. CHABOT, known to me this 31st day of May, 1984, and acknowledged before me the foregoing instrument to be his free act and deed.

Lucien F. Chabot
Raymond R. Labbe

My Commission Expires MAY 1, 1985
Gerald R. Belanger, Jr.
Notary Public

ANDROSCOGGIN SS.
RECEIVED JUN - 1 1984
AT 2 H - M. P. M.



MAINE SHORT FORM WARRANTY DEED

I, JEANNE CREART, being a widow, of Auburn in the County of Androscoggin and State of Maine, for consideration paid, grant to AUBURN BAPTIST CHURCH, a Maine corporation with its principal place of business in Auburn in said County and State, with WARRANTY COVENANTS, a certain tract of land situated on the northwesterly line of the Poland Road in said Auburn, bounded and described as follows:

BEGINNING at a point in said line of the Poland Road (referred to in the deed next to be mentioned as the road from Auburn to Littlefield's Tavern) at the point of beginning of a deed given by Ezra C. Mills to Alice E. Holland dated November 7, 1916 and recorded in the Androscoggin County Registry of Deeds in Book 269, Page 323; thence the line runs in a northwesterly direction along said land conveyed to Holland (later owned by Bert G. Young) to the easterly corner of a parcel of land conveyed by Lula G. Creart to James H. Allen dated February 6, 1958, recorded in said Registry of Deeds in Book 773, Page 438; thence the line continues to run in a northwesterly direction along said land conveyed to Allen a distance of eighty-four (84) feet to the most northerly corner of said land conveyed to Allen; thence the line continues to run in a northwesterly direction along other land retained by Jeanne Creart a distance of approximately seven hundred (700) feet to the easterly corner of a parcel of land conveyed by said Lula G. Creart to Allan C. Reynolds by deed dated August 29, 1952, recorded in said Registry of Deeds in Book 676, Page 466; thence the line runs in a northwesterly direction along the third course contained in said deed to Reynolds a distance of one hundred ninety-nine (199) feet to the southeasterly line of land shown on a plan of "Glendale" recorded in the Androscoggin County Registry of Deeds in Book of Plans, Volume 2, Page 171; thence the line runs in a northeasterly direction along said Glendale land a distance of approximately three hundred forty-five (345) feet to the terminus of the first course contained in a deed given by Ezra C. Mills to Everett L. Creart dated November 19, 1924, recorded in said Registry of Deeds in Book 349, Page 58, which terminus is also the northwesterly corner of the second parcel of land described in a deed given by Roger P. Dube to Lawrence E. Creart and Jeanne Creart dated December 24, 1970, recorded in said Registry of Deeds in Book 1028, Page 571; thence the line continues along said land conveyed by Dube a distance of approximately one hundred (100) feet to land presently of this grantee; thence the line runs in a southeasterly direction along the division line between the land of this grantee and both parcels described in said deed from Dube a distance of approximately nine hundred ten (910) feet to said line of the Poland Road; thence the line runs in a southwesterly direction along said line of the Poland Road a distance of approximately two hundred ninety-five (295) feet to the point of beginning.

It is intended by this conveyance to include all of the premises described in said deed from Dube and a portion of the premises described in a deed given by Lula G. Creart to Lawrence E. Creart and Jeanne Creart dated April 27, 1960, recorded in said Registry of Deeds in Book 825, Page 362. Lawrence Creart died on November 14, 1979.

ALSO hereby conveying all rights, easements, privileges, and appurtenances belonging to the premises hereinabove described.

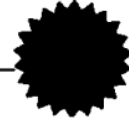
*(being also the line of "Glendale")

MAINE REAL ESTATE
TRANSFER TAX PAID

WITNESS my hand and seal this 7th day of September, 1984.

Michael R. Bonneau
Witness

Jeanne Creart
Jeanne Creart



STATE OF MAINE
ANDROSCOGGIN, SS.

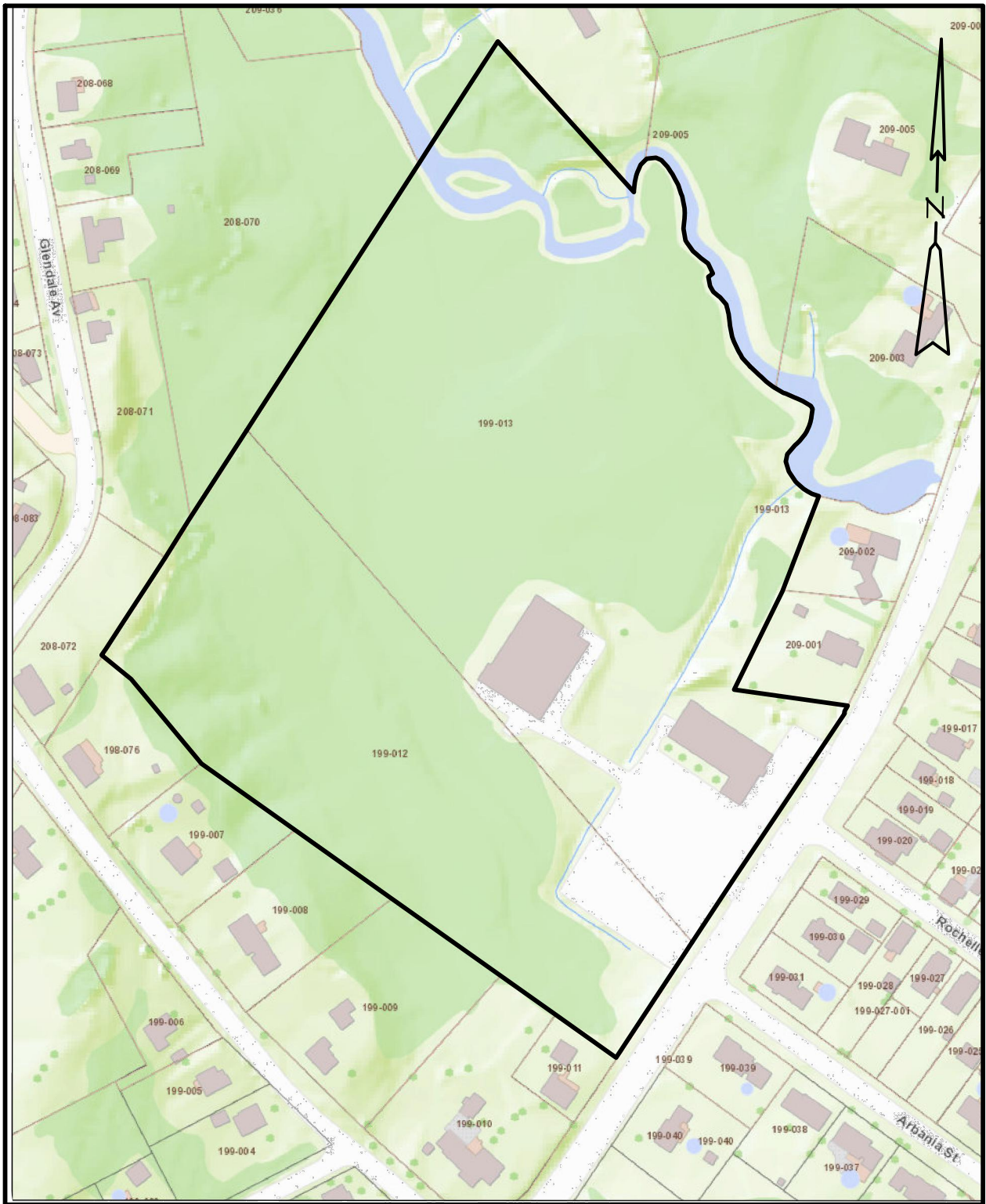
Personally appeared the above named JEANNE CREART, known to me, this day of September, 1984, and acknowledged before me the foregoing instrument to be her free act and deed.

Michael R. Bonneau
Notary Public/Attorney-at-Law



ANDROSCOGGIN, SS.
RECEIVED SEP - 7 1984
AT 11 H. 30 M. A.M.

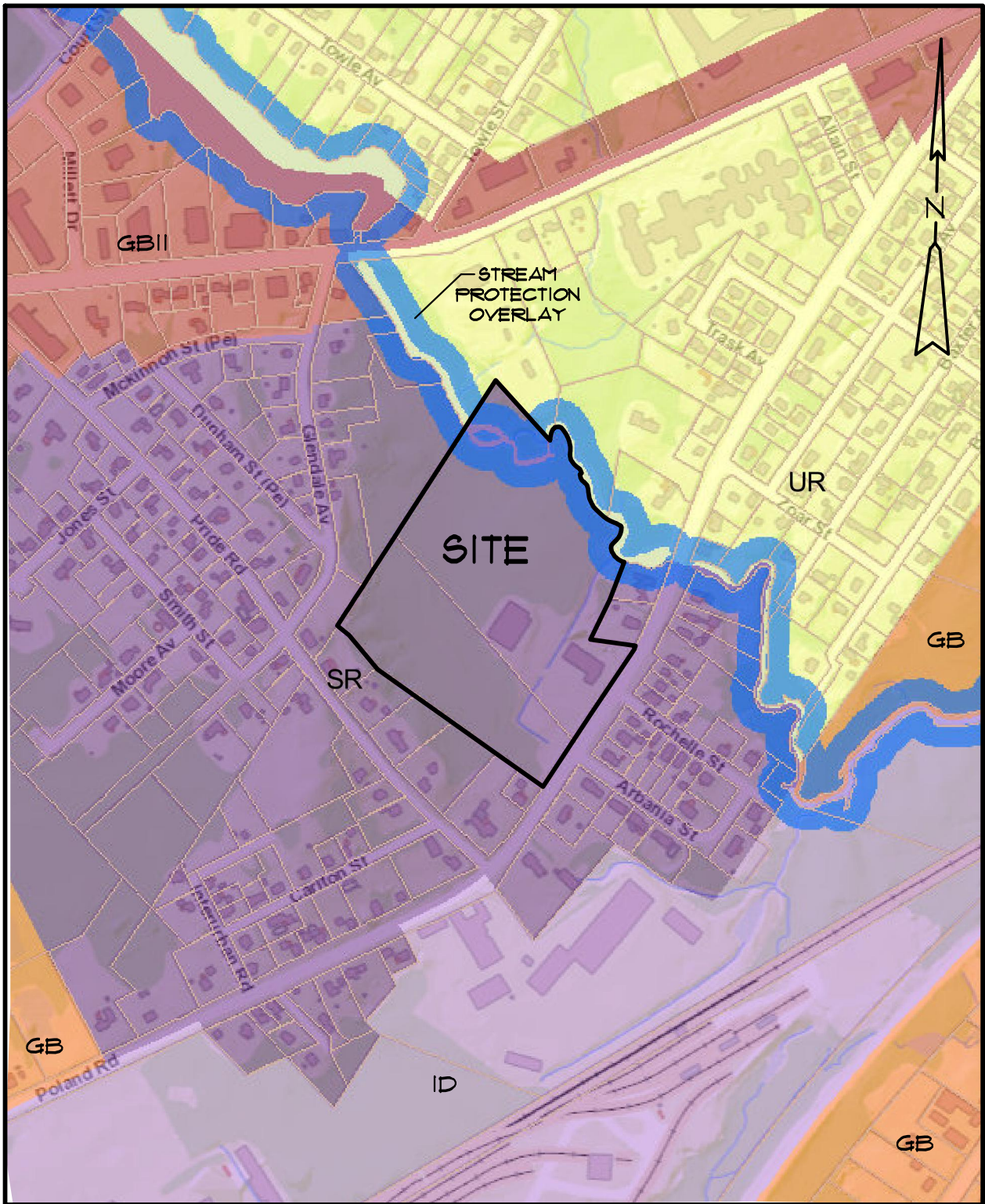
MICHAEL R. BONNEAU
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES SEPTEMBER 1, 1990



TAX MAP GRAPHIC

227 POLAND ROAD - AUBURN
APPLICANT: BECKET ACADEMY, INC.
SCALE: 1" = 200'±
DATE OF GRAPHIC: NOVEMBER 10, 2017
SOURCE: MAPAUBURN
PUBLICATION DATE: 2017

Stoneybrook
Consultants, Inc.



ZONING MAP GRAPHIC

221 POLAND ROAD - AUBURN
APPLICANT: BECKET ACADEMY, INC.
SCALE: 1" = 500'±
DATE OF GRAPHIC: NOVEMBER 10, 2017
SOURCE: MAPAUBURN
PUBLICATION DATE: 2017

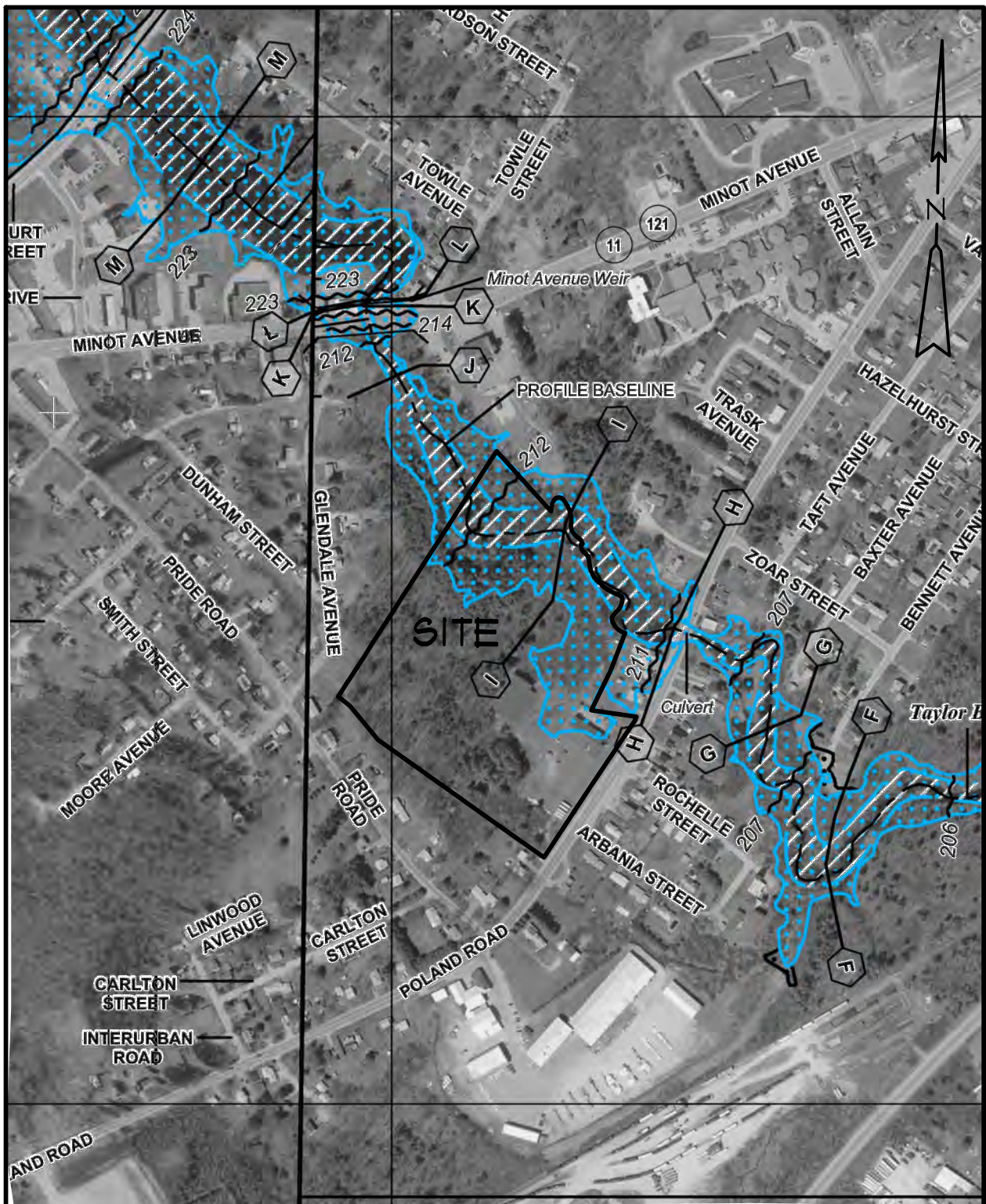
Stoneybrook
Consultants, Inc.



2013 AERIAL PHOTO

221 POLAND ROAD - AUBURN
APPLICANT: BECKET ACADEMY, INC.
SCALE: 1" = 200'
DATE OF GRAPHIC: NOVEMBER 10, 2017
SOURCE: MAINE OFFICE OF GIS
PUBLICATION DATE: 2013

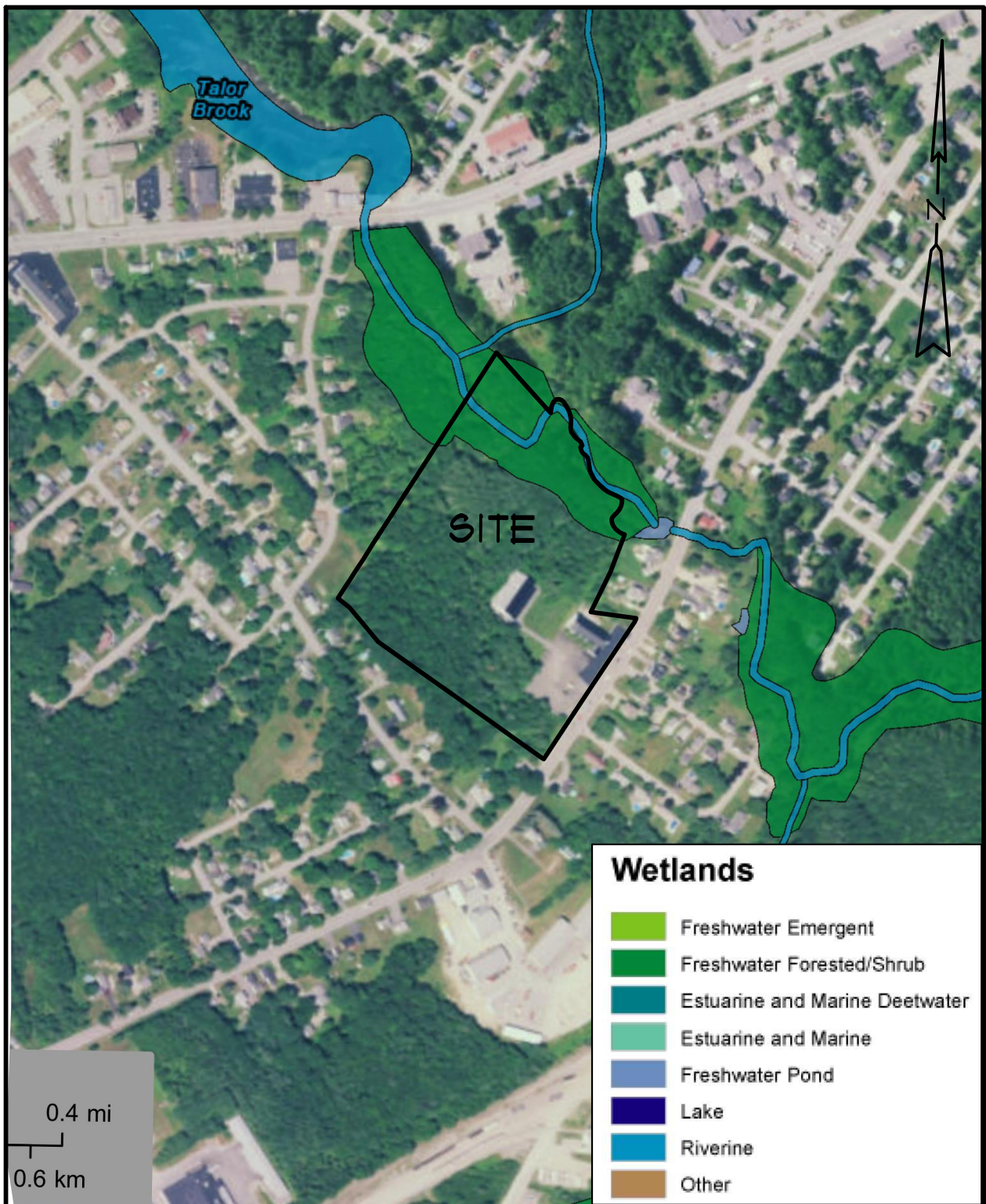
*Stoneybrook
Consultants, Inc.*



FLOOD MAP GRAPHIC

221 POLAND ROAD - AUBURN
 APPLICANT: BECKET ACADEMY, INC.
 SCALE: 1" = 500'±
 DATE OF GRAPHIC: NOVEMBER 10, 2017
 SOURCE: FEMA FLOOD INSURANCE RATE MAP
 PUBLICATION DATE: JULY 8, 2013

Stoneybrook
 Consultants, Inc.



WETLANDS GRAPHIC

221 POLAND ROAD - AUBURN
APPLICANT: BECKET ACADEMY, INC.
SCALE: 1" = 500'±
DATE OF GRAPHIC: NOVEMBER 10, 2017
SOURCE: US FISH AND WILDLIFE SERVICE
PUBLICATION DATE: 2010

Stoneybrook
Consultants, Inc.

NOTES

- 1) THE PURPOSE OF THIS PLAN IS TO AID IN DISCUSSIONS OF THE SITE'S DEVELOPMENT POTENTIAL. THIS IS NOT A BOUNDARY SURVEY.
- 2) BOUNDARY AND EXISTING CONDITIONS INFORMATION WAS TAKEN FROM THE CITY OF AUBURN GIS SYSTEM.



GIS SCHEMATIC
227 POLAND ROAD

AUBURN, MAINE
ANDROSCOGGIN COUNTY

PREPARED FOR
BECKET ACADEMY, INC.
633 NH ROUTE 10 - ORFORD, NH 03111

Stoneybrook Consultants, Inc.
456 Buckfield Road - Turner, Maine 04282
(207) 514-7491 Voice/(207) 514-7492 Fax

DATE: OCTOBER 2011	DRAWN BY: BRJ	SCALE: 1" = 50'	SHEET
JOB NUMBER: 17-021	CHECKED BY: MFG	CADD: 17-021.GCH	1