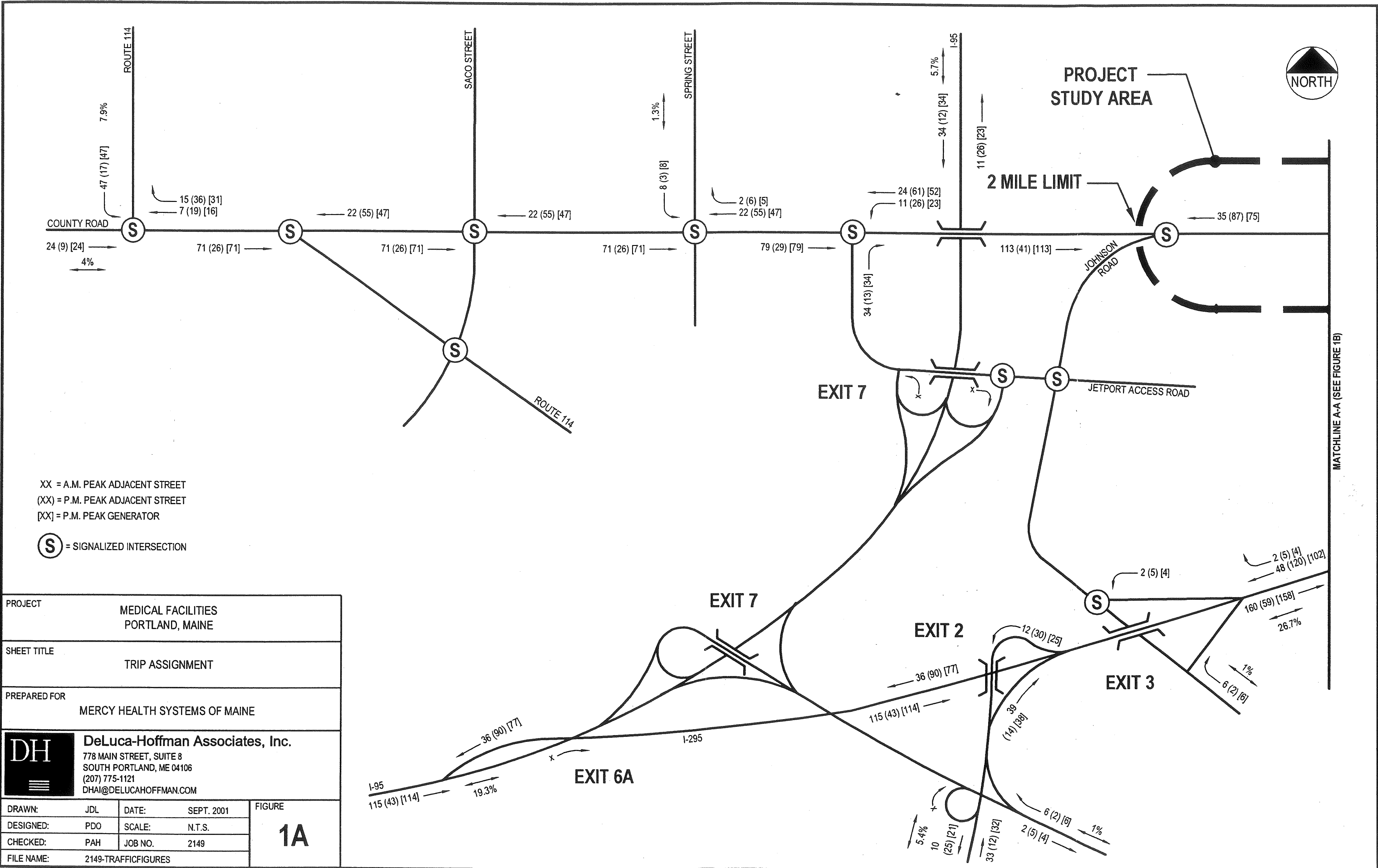


CBL: 73-A-1


FOLDER NAME: Traffic Movement Permit

PROJECT: Mercy Hospital

ADDRESS: Fore River

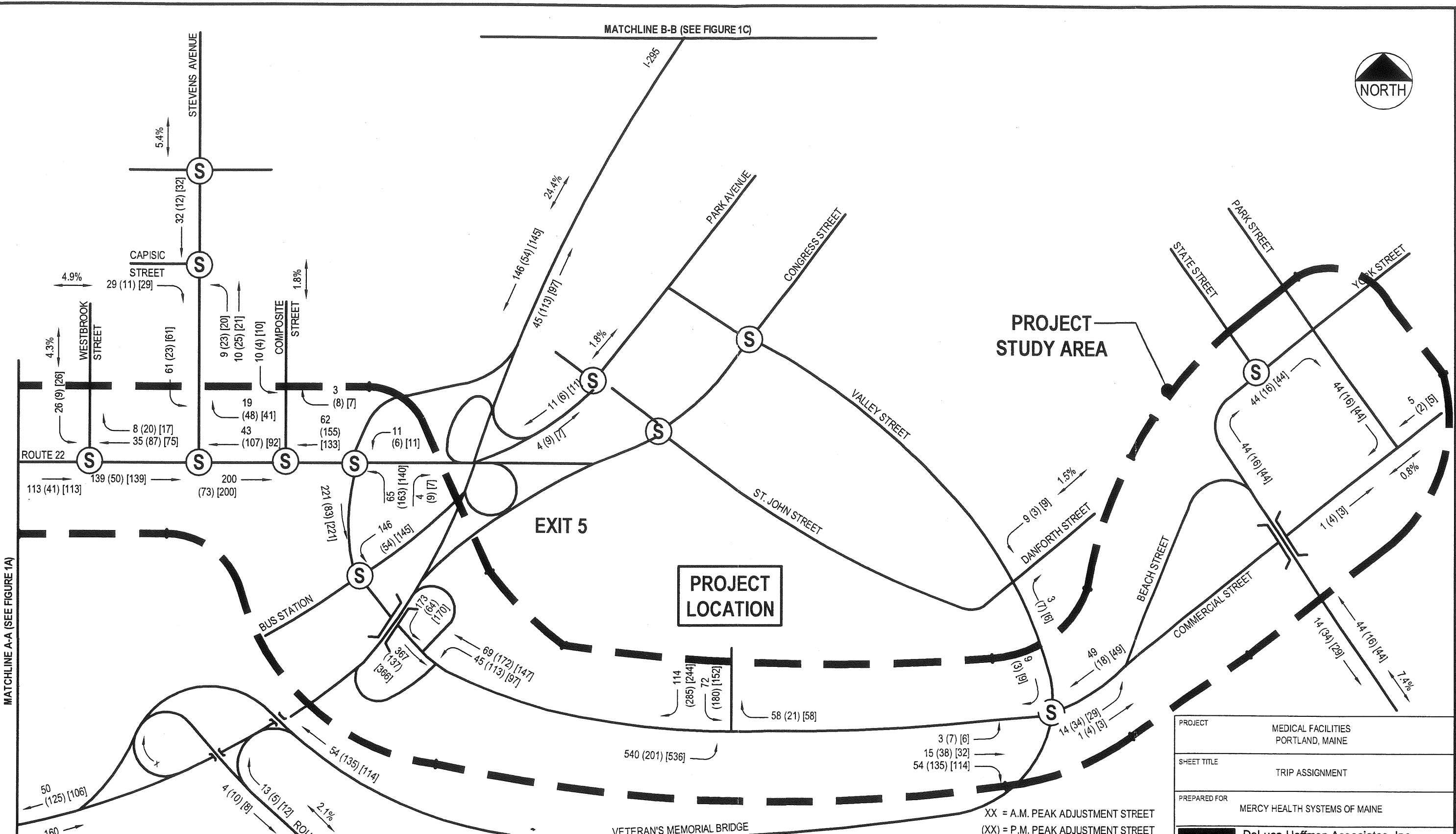


XX = A.M. PEAK ADJACENT STREET
 (XX) = P.M. PEAK ADJACENT STREET
 [XX] = P.M. PEAK GENERATOR
 S = SIGNALIZED INTERSECTION

PROJECT	MEDICAL FACILITIES PORTLAND, MAINE		
SHEET TITLE	TRIP ASSIGNMENT		
PREPARED FOR	MERCY HEALTH SYSTEMS OF MAINE		
 DeLuca-Hoffman Associates, Inc. 778 MAIN STREET, SUITE 8 SOUTH PORTLAND, ME 04106 (207) 775-1121 DHAI@DELUCAHOFFMAN.COM	DRAWN:	JDL	DATE: SEPT. 2001
	DESIGNED:	PDO	SCALE: N.T.S.
	CHECKED:	PAH	JOB NO. 2149
FILE NAME:	2149-TRAFFICFIGURES		
			FIGURE 1A



MATCHLINE B-B (SEE FIGURE 1C)



MATCHLINE A-A (SEE FIGURE 1A)

PROJECT LOCATION

PROJECT STUDY AREA

EXIT 5

VETERAN'S MEMORIAL BRIDGE

	IN	OUT	TOTAL
A.M. PEAK ADJUSTMENT STREET	598	186	784
P.M. PEAK ADJUSTMENT STREET	222	465	687
P.M. PEAK GENERATOR	594	396	990

XX = A.M. PEAK ADJUSTMENT STREET
 (XX) = P.M. PEAK ADJUSTMENT STREET
 [XX] = P.M. PEAK GENERATOR

S = SIGNALIZED INTERSECTION
S = PROPOSED SIGNALIZED INTERSECTION

PROJECT	MEDICAL FACILITIES PORTLAND, MAINE	
SHEET TITLE	TRIP ASSIGNMENT	
PREPARED FOR	MERCY HEALTH SYSTEMS OF MAINE	
DeLuca-Hoffman Associates, Inc. 778 MAIN STREET, SUITE 8 SOUTH PORTLAND, ME 04106 (207) 775-1121 DHAI@DELUCAHOFFMAN.COM	DRAWN:	JDL DATE: SEPT. 2001
	DESIGNED:	PDD SCALE: N.T.S.
	CHECKED:	PAH JOB NO. 2149
	FILE NAME:	2149-TRAFFICFIGURES

1B



DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

778 MAIN STREET
SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207 775 1121
FAX 207 879 0896

- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- TRAFFIC STUDIES AND MANAGEMENT
- PERMITTING
- AIRPORT ENGINEERING
- SITE PLANNING
- CONSTRUCTION ADMINISTRATION

October 5, 2001

Mr. Randall E. Dunton, P.E.
Maine Department of Transportation
Division 6
PO Box 1940
Portland, ME 04104

**Re: Traffic Movement Permit
Scoping Meeting Application
Mercy Medical Facilities
Portland, Maine**

Dear Randy:

Enclosed please find three copies of a Traffic Movement Permit application for the above-referenced project, along with the \$500 application fee.

We look forward to meeting with you at your earliest convenience. Should you need any additional information in the interim, please don't hesitate to call.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Peter A. Hedrich, P.E., PTOE
Senior Engineer

PAH/sq/JN2149/Dunton9-26

Enclosures

c: Dr. Steve Hess, Mercy Health Systems of Maine
Larry Plotkin, The Plotkin Company
Bob Salas, The Hammes Company
Alex Jaegerman, Portland City Planner
William Bray, Portland Public Works
John Duncan, PACTS
Tex Haeuser, South Portland City Planner
Paul Cutts, Westbrook City Engineer

Provisionally Adopted 1/10/00

Maine Department of
Traffic Engineering Division
16 State House Station
Augusta, Maine 04333
Telephone: 207-287-3775

FOR MDOT USE
ID #

1/2000

Total Fees:
Date: Received

**PERMIT APPLICATION – TRAFFIC
TRAFFIC MOVEMENT PERMIT, 23 M.R.S.A. § 704-A**

Please type or print:

This application is for: Traffic 100-200 PCEs
Traffic 200+ PCEs

Name of Applicant: Mercy Health Systems of Maine (Attn: Dr. Steve Hess)

Address: 144 State Street, Portland, ME 04101 Telephone: (207) 839-3000

Name of local contact or agent: DeLuca-Hoffman Associates, Inc. (Attn: Peter Hedrich)

Address: 778 Main Street, Suite 8, South Portland, Maine 04106 Telephone: (207) 775-1121

Name and type of development: Mercy Medical Facilities (Hospital, Ambulatory Care Unit, Medical
Office Building)

Location of development including road, street, or nearest route number: Southwest side of the Portland
Peninsula. Located between the Fore River and St. John Street.

City/Town/Plantation: Portland, County: Cumberland, Tax Map # 73, 74, 75, 76, Lot # A-1 & B-2;
A-1;A-3; A-33

Do you want a consolidated review with DEP pursuant to 23 M.R.S.A. § 704-A(7)?

Yes _____ No X

Was this development started prior to obtaining a traffic permit? No

Is the project located in an area designated as a growth area (as defined in M.R.S.A. title 30 – A, chapter 187)?

Yes _____ No X

Is this project located within a compact area of an urban compact municipality? Yes X No _____

Is this development or any portion of the site currently subject to state or municipal enforcement action?

None Known

Existing DEP or MDOT permit number (if applicable): L-014032-39-A-N

Name(s) of DOT staff person(s) contacted concerning this application: N/A

Name(s) of DOT staff person(s) present at the scoping meeting for 200+ applications: N/A

CERTIFICATION

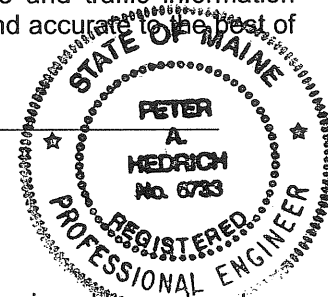
The person responsible for preparing this application and/or attaching pertinent site and traffic information hereto, by signing below, certifies that the application for traffic approval is complete and accurate to the best of his/her knowledge.

Signature: Peter A. Hedrich

Re/Cert/Lic No.: 6733

Name (print): Peter A. Hedrich

Date: 10-5-01



If the signature below is not the applicant's signature, attach letter of agent authorization signed by applicant.

"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate and complete. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Peter A. Hedrich
Signature of Agent

10-05-01
Date



October 3, 2001

To Whom It May Concern:

DeLuca-Hoffman Associates, Inc. has been retained by Mercy Hospital to prepare plans and permit applications for the planned relocation of the Mercy Hospital campus. DeLuca-Hoffman Associates, Inc. is authorized to act as an agent for Mercy Hospital in matters related to this permit.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Hess".

Steven A. Hess, M.D., M.B.A.
Executive Vice President

NOTICE OF INTENT TO FILE

Please take notice that Mercy Health Systems of Maine (Attn: Dr. Steven Hess)
(Name, Address and Phone of Applicant)

144 State Street, Portland, Maine 04101, phone 879-3000

is intending to file a Traffic Movement Permit application with the Maine Department of Transportation pursuant to the provisions of 23 M.R.S.A. §§ 704-A on or about _____
Friday, October 5, 2001
(anticipated filing date)

The application is for Mercy medical facilities consisting of a 300,000 sq. ft. hospital, 60,000 sq. ft. ambulatory care unit, and 75,000 sq. ft. medical office building. It is anticipated that this project will generate 784 and 687 trips during the AM and PM peak hours of adjacent street traffic, respectively. The anticipated completion date is spring of 2005.

(summary of project: specifying trip generation at peak hour for the proposed development and the year the project is proposed to be completed and occupied)

at the following location: between the Fore River and St. John Street
(project location)

A request for a public hearing or a request that the Department, in writing, no later than 20 days after the application is found by the Department to be complete and is accepted for processing. Public comment on the application will be accepted throughout the processing of the application.

The application will be filed for public inspection at the Department of Transportation office in Scarborough during normal working hours. A copy of the application may also be seen at the municipal offices in

Portland, Maine.
(city/town)

Written public comments may be sent to the Department of Transportation, Traffic Engineering Division, 16 State House Station, Augusta, Maine 04333.

- | | | |
|----|---|-------------------------------------|
| C: | Newspaper (Portland Press Herald) | Paul Cutts, Westbrook City Engineer |
| | Alex Jaegerman, Portland City Planner | Abutters |
| | Tex Haeuser, South Portland City Planner | |
| | John Duncan, Portland Area Comprehensive Transportation Committee (PACTS) | |
| | Herb Thompson, RTAC, Region 6 | |

**Abutters – Traffic Movement Permit
Mercy Health Systems of Main**

<u>Map</u>	<u>Lot</u>	<u>Owner</u>
73	A-002, A-006	St. John Street Associates Limited Partnership PO Box 4821 Portland, ME 04112
73	A-005	Ms. Adele Aronson c/o Century Tire Co. 185 Kennebec St. Portland, ME 04101
74	A-004, Unit 1	Westport Realty, LLC One Canal Plaza, 5th Floor Portland, ME 04101
74	A-004, Unit 2	St. John Street Realty One Canal Plaza Portland, ME 04101
74, 75	A-007, A-006	Mr. Daniel Hoorihan 222 St. John St., Ste. 103 Portland, ME 04102
75, 76	A-001, A-039	Inhabitants of Cumberland County 42 Federal Street Portland, ME 04101

SECTION 1

SITE AND TRAFFIC INFORMATION

1.1 OVERVIEW

DeLuca-Hoffman Associates, Inc. has been retained by Mercy Health Systems of Maine to prepare a traffic movement permit application for the proposed medical facilities to be located on the far southwest side of the Portland Peninsula. This parcel of land is located northeast of the Fore River and southwest of Saint John Street. The project is to consist of a 60,000 square foot Ambulatory Care Unit (ACU), a 75,000 square foot Medical Office Building, and a 300,000 square foot Hospital to contain approximately 250 beds. Direct access to the site will be via a proposed road (Commercial Street extension) that will connect I-295 (Exit 5) to the Veterans Memorial Bridge intersection with Commercial Street. The optioned property contains land both above and below normal high tide. Approximately 42 acres of land are located above high tide and approximately 43.5 acres of mudflats are below high tide.

1.2 SITE DESCRIPTION

The site contains approximately 42 acres of usable land, with approximately 25.5 acres of land owned by the Portland Terminal Company and 16.5 acres owned by Merrill Industries. The net developable land is approximately 31 acres after deducting land that will be used for the proposed Commercial Street extension, wetlands and non-accessible areas. The Fore River borders the west side of the site, with the remaining three sides bordered by active railroad tracks. The land is generally characterized as moderately sloped except for a few pits and knolls located within the site as a result of past uses on the site. The site's river frontage is generally flat for a distance of approximately 250' from the high water line. The topography ranges from approximately elevation 20' along the active rail tracks on the north and east side of the site and gradually slopes to the riverfront, where the elevation is approximately 10'. The higher knolls on the Portland Terminal site rise to elevation 38' towards the northeast center of the site. It is anticipated that the knolls will be lowered as part of the proposed project.

Adjacent Roads

The site will be accessed via a proposed Commercial Street extension, which is under design by the Maine Department of Transportation (MDOT) pending an environmental assessment. Upon the finding of no significant impact, the final design of the extension will begin. The road is expected to have a total of two through lanes with paved shoulders and auxiliary lanes at the site driveways as well as a bike path. The completion of the Commercial Street Extension is anticipated to occur between Fall 2003 and Fall 2004. Inclusive to the parcel are rights to the road servicing the Cumberland County Correctional Facility, which may be utilized as an access for emergency vehicles.

1.3 EXISTING AND PROPOSED SITE USES

Two companies, Merrill Industries and Portland Terminal Company, currently own the land for the proposed medical facilities. Merrill Industries operates a marine terminal to the southeast of the Veterans Bridge and the development site. Merrill Industries also

uses their portion of the development site for the temporary storage of materials resulting from the operations of the marine terminal. The land owned by Portland Terminal Company contains a gravel pit that was actively mined up until the late 1970's with lesser amounts of gravel being mined up till the mid 1980's. The land owned by Portland Terminal includes the abandoned gravel pit and remaining wooded area. The proposed use for the site will be a medical facility campus consisting of 60,000 square foot ACU, 75,000 square foot Medical Office Building, and a 300,000 square foot Hospital to contain approximately 250 beds. The three facilities are proposed to be located in the central portion of the parcel with the parking fields to be located at the southern and northern tips of the parcel.

1.4 SITE AND VICINITY BOUNDARIES

Figure 1 following this page is a map showing the project location. A preliminary site plan and a boundary survey are contained in Attachment A.

1.5 PROPOSED USES IN THE VICINITY OF THE SITE

Background traffic volumes should also take into consideration projects that have been approved for the study area but have not yet been constructed. Background traffic for this project will include the relocation of the United States Postal Processing Building.

1.6 TRIP GENERATION

Trip generation for the proposed medical facilities was estimated using trip rates that were computed by DeLuca-Hoffman Associates, Inc. based on counts that were conducted at the existing Mercy Hospital as well as the ITE Trip Generation Manual, 6th Edition, Land Use Code (LUC) 720 –Medical/Dental Office Building. The trip rates were computed from existing conditions at the Mercy Hospital for the number of employees, gross floor area, and number of beds. These trip rates were then utilized for trip generation calculations for the hospital and ambulatory care unit. The trip generation for the hospital was based on gross floor area and number of beds and then averaged. The number of employees was not used because the number is unknown at this time.

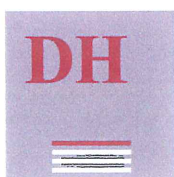
The following table summarizes the results of the trip generation with calculations contained in Attachment B. The trip forecasts determined for the hospital and ACU based on ITE trip rates were lower than the forecast for the hospital and ACU obtained from actual counts.



USGS TOPOGRAPHIC MAP

Mercy Health Systems of Maine – Portland, Maine

SOURCE: TOPOSCOUT; Coastal Maine CD-ROM, USGS Portland West Quadrangle, 7.5 Minute Series (Topographic)



DeLUCA-HOFFMAN ASSOCIATES, INC.
 CONSULTING ENGINEERS
 778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, MAINE 04106
 TEL. 207-775-1121
 FAX 207-879-0896

DESIGNED	SRB	DATE	MARCH 2001
DRAWN	JDL	SCALE	1" = 2000'+-
CHECKED	SRB	JOB NO.	2149

FIGURE
1

population gravity model was utilized for the basis of trip distribution, as it appeared that the majority of the trips to the site during the peak periods would be from employees rather than patients. A parking study that was conducted at the existing Mercy Hospital in 1994 shows that, of the total available parking spaces, 90% are occupied by employees and staff from 7:00-9:00 AM and roughly 80% from 4:00-6:00 PM. A copy of the population gravity model and parking study spreadsheet are contained in Attachment B. The estimated trip distribution and trip assignment are graphically depicted on separate figures contained in Attachment C.

1.9 **ATTACHMENTS**

- A - Site Plan and Boundary Survey
- B - Trip Generation Calculations, Population Gravity Model, and Parking Study Spreadsheet
- C - Trip Distribution and Trip Assignment

Attachment A

Site Plan and Boundary Survey

Attachment B

**Trip Generation Calculations,
Population Gravity Model,
&
Parking Study Spreadsheet**

DeLUCA-HOFFMAN ASSOCIATES, INC.

Consulting Engineers
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(207) 775-1121
FAX (207) 879-0896

JOB 2149 - Mercy
SHEET NO. 1 OF 2
CALCULATED BY PDO DATE 9-8-01
CHECKED BY _____ DATE _____
SCALE _____

Based on gross floor Area (Per thousand sq ft)

AM Peak Hour of Adjacent Street

Trips = 364 Trip Rate = $364 / 250 \rightarrow 1.46$ 75% / 25%

PM Peak Hour of Adjacent Street

Trips = 274 Trip Rate = $274 / 250 \rightarrow 1.10$ 35% / 65%

PM Peak Hour of Shift Change

Trips = 399 Trip Rate = $399 / 250 \rightarrow 1.60$ 50% / 50%

Based on number of Beds

AM Peak Hour of Adjacent Street

Trips = 364 Trip Rate = $364 / 154 \rightarrow 2.36$ 75% / 25%

PM Peak Hour of Adjacent Street

Trips = 274 Trip Rate = $274 / 154 \rightarrow 1.78$ 35% / 65%

PM Peak Hour of Shift Change

Trips = 399 Trip Rate = $399 / 154 \rightarrow 2.59$ 50% / 50%

DeLUCA-HOFFMAN ASSOCIATES, INC.

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JOB 1W2149 - mercy hospital

SHEET NO. 1 OF _____

CALCULATED BY PD DATE 9-7-01

CHECKED BY _____ DATE _____

SCALE _____

Task: Determine Trip Generation for the proposed
Mercy Hospital & Ambulatory Care Unit to be located
near the Fore River

ASSUMPTIONS:

Hospital

Gross Floor Area: 300,000 sq ft

Number of Beds: 250 ?

Ambulatory care unit

Gross Floor Area: 60,000 sq ft

Source: Calculated Trip Rates from counts at existing
Hospital on State and Spring Street

DeLUCA-HOFFMAN ASSOCIATES, INC.

Consulting Engineers
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SOUTH PORTLAND, MAINE 04106
(207) 775-1121
FAX (207) 879-0896

JOB _____

SHEET NO. 2 OF _____

CALCULATED BY _____ DATE _____

CHECKED BY _____ DATE _____

SCALE _____

Hospital

Based on Gross Floor Area (Per thousand sq ft)

AM Peak Hour of Adjacent Street

Trip Rate = 1.46 Trips = $1.46 \times 300 \rightarrow 438$ TE 75%/25%

PM Peak Hour of Adjacent Street

Trip Rate = 1.10 Trips = $1.10 \times 300 \rightarrow 330$ TE 35%/65%

PM Peak Hour of Shift Change

Trip Rate = 1.60 Trips = $1.60 \times 300 \rightarrow 480$ TE 50%/50%

Based on number of Beds

AM Peak Hour of Adjacent Street

Trip Rate = 2.36 Trips = $2.36 \times 250 \rightarrow 590$ TE 75%/25%

PM Peak Hour of Adjacent Street

Trip Rate = 1.78 Trips = $1.78 \times 250 \rightarrow 445$ TE 35%/65%

PM Peak Hour of Shift Change

Trip Rate = 2.59 Trips = $2.59 \times 250 \rightarrow 648$ Trips 50%/50%

DeLUCA-HOFFMAN ASSOCIATES, INC.

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 FAX (207) 879-0896

JOB _____
 SHEET NO. 3 OF _____
 CALCULATED BY _____ DATE _____
 CHECKED BY _____ DATE _____
 SCALE _____

Base for Analysis \ Time Period	AM Peak (Adj. Streets)	PM Peak (Adj. Streets)	PM Peak (Shift change)
Floor Area	438	330	480
Beds	590	445	648
Average	514	388	564

75% / 25%

35% / 65%

50% / 50%

Ambulatory Care Unit

Based on Floor Area (per thousand #)

AM Peak Hour of Adjacent Street

Trip Rate = 1.46 Trips = 1.46 * 60 → 88 TE 75% / 25%

PM Peak Hour of Adjacent Street

Trip Rate = 1.10 Trips = 1.10 * 60 → 66 TE 35% / 65%

PM Peak Hour of shift change

Trip Rate = 1.60 Trips = 1.60 * 60 → 96 TE 50% / 50%

DeLUCA-HOFFMAN ASSOCIATES, INC.

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(207) 775-1121
FAX (207) 879-0896

JOB _____
SHEET NO. 4 OF _____
CALCULATED BY _____ DATE _____
CHECKED BY _____ DATE _____
SCALE _____

Task: Determine Trip Generation for medical office building to be located on Proposed Mercy Hospital campus on Fore River.

ASSUMPTIONS: 75,000 sq ft

SOURCE: ITE Trip Generation manual, 6th Edition
Land use code 720 - medical - Dental office Building

Weekday Pg 1083

$$T = 42.892(x) - 214.970 \rightarrow 2852 TE \quad 50\%/50\%$$

AM Peak Hour Adjacent streets Pg 1084

$$\text{Avg. Rate} = 2.43 \quad 2.43 * 40 \rightarrow 182 TE \quad 80\%/20\%$$

PM Peak Hour Adjacent streets Pg 1085

$$\ln(T) = 0.921 \ln(x) + 1.476 \rightarrow 233 TE \quad 27\%/73\%$$

AM Peak Hour of Generator Pg 1086

$$T = 3.495(x) + 4.377 \rightarrow 267 TE \quad 65\%/35\%$$

PM Peak Hour of Generator Pg 1087

$$T = 4.437(x) - 2.588 \rightarrow 330 TE \quad 80\%/20\%$$

DeLUCA-HOFFMAN ASSOCIATES, INC.

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 SOUTH PORTLAND, MAINE 04106
 (207) 775-1121
 FAX (207) 879-0896

JOB _____

SHEET NO. 5 OF _____

CALCULATED BY _____ DATE _____

CHECKED BY _____ DATE _____

SCALE _____

For the purpose of this study, the PM Peak Hour of Shift change is to be the same as PM Peak Hour of Generator The time Periods; AM Peak Hour of Adjacent Streets, PM Peak Hour of Adjacent Streets & PM Peak Hour of Generator are the only time periods available for all uses.

Directional Distribution Summary

USE Time Period	Hospital		Ambulatory Care Unit		Medical office		Total		
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	Total
AM Peak Adj Streets	386	128	66	22	146	36	598	186	784
PM Peak Adj. street	136	252	23	43	63	170	222	465	687
PM Peak Generator	282	282	48	48	264	66	594	396	990

DeLUCA-HOFFMAN ASSOCIATES, INC.

Consulting Engineers
778 Main Street Suite 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121
FAX (207) 879-0896

JOB 2149
SHEET NO. 1 OF _____
CALCULATED BY PDO DATE 7-18-01
CHECKED BY _____ DATE _____
SCALE _____

Task: Determine the Trip Generation for the Proposed Mercy Hospital and associated buildings to be located on Fore River Parcel. Utilizing ITE Trip Rates.

ASSUMPTIONS: 300,000 S.F. Hospital w/ 250 beds
60,000 S.F. Ambulatory care unit

Source: ITE Trip Generation manual, 6th Edition
Land Use Codes (LUC) 610 - Hospital

Hospital

Based on 1000 sq. ft. floor area

Weekday Pg 987

$T = 10.411(x) + 195.686 \rightarrow 5039 \text{ TE} \quad 50\%/50\%$

AM Peak Hour Adjacent Street Pg 988

$\ln(T) = 0.788 \ln(x) + 1.256 \rightarrow 314 \text{ TE} \quad 78\%/27\%$

PM Peak Hour Adjacent street Pg 989

$\ln(T) = 0.842 \ln(x) + 0.908 \rightarrow 302 \text{ TE} \quad 24\%/76\%$

AM Peak Hour Generator Pg 990

$T = 1.199(x) - 0.602 \rightarrow 359 \text{ TE} \quad 69\%/31\%$

PM Peak Hour Generator Pg 991

$T = 0.891(x) + 174.872 \rightarrow 442 \text{ TE} \quad 34\%/66\%$

DeLUCA-HOFFMAN ASSOCIATES, INC.

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 (207) 775-1121
 FAX (207) 879-0896

JOB 2149
 SHEET NO. 2 OF _____
 CALCULATED BY PD DATE 7-18-01
 CHECKED BY _____ DATE _____
 SCALE _____

Based on Beds

Weekday Pg 996

$T = 7.381(x) + 178.324 \rightarrow 3564 \text{ TE} \quad 50\%/50\%$

AM Peak Hour Adj. Street Pg 997

$T = 1.620(x) - 276.747 \rightarrow 128 \text{ TE} \quad 72\%/28\%$

PM Peak Hour Adj. Street Pg 998

$T = 1.639(x) - 214.556 \rightarrow 195 \text{ TE} \quad 34\%/66\%$

AM Peak Hour Generator Pg 999

$\ln(T) = 1.302 \ln(x) - 1.816 \rightarrow 215 \text{ TE} \quad 70\%/30\%$

PM Peak Hour Generator Pg 1000

$\ln(T) = 0.909 \ln(x) + 0.823 \rightarrow 344 \text{ TE} \quad 36\%/64\%$

Base for Analysis \ Time Period	Daily	Adjacent Street		Generator	
		AM	PM	AM	PM
Floor Area	5039	314	302	359	442
Beds	3564	128	195	215	344
Average	4302	221	249	287	393

50%/50% 72%/28% 29%/71% 70%/30% 35%/65%

DeLUCA-HOFFMAN ASSOCIATES, INC.

Consulting Engineers
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 SOUTH PORTLAND, MAINE 04106
 (207) 775-1121
 FAX (207) 879-0896

JOB 2149 12 13
 SHEET NO. _____ OF _____
 CALCULATED BY PD DATE 7-18-01
 CHECKED BY _____ DATE _____
 SCALE _____

Ambulatory Care Unit

weekday Pg 987

$T = 10.411(X) + 1915.686$

$\rightarrow 2540 TE \quad 50\% / 50\%$

AM Peak Hour Adj. Street Pg 988

$Ln(T) = 0.788 Ln(X) + 1.256$

$\rightarrow 88 TE \quad 73\% / 27\%$

PM Peak Hour Adj. street Pg 989

$Ln(T) = 0.842 Ln(X) + 0.908$

$\rightarrow 78 TE \quad 24\% / 76\%$

AM Peak Hour Generator Pg 990

$T = 1.199(X) - 0.602$

$\rightarrow 71 TE \quad 69\% / 31\%$

PM Peak Hour Generator Pg 991

$T = 0.891(X) + 174.872$

$\rightarrow 228 TE \quad 34\% / 66\%$

Directional Distribution

Time Period \ USE	Hospital		Ambulatory Care		Total	
	IN	OUT	IN	OUT	IN	OUT
Daily	2151	2151	1270	1270	3421	3421
AM Peak (Adj.)	159	62	64	24	223	86
PM Peak (Adj.)	72	176	19	59	91	235
AM Peak (Gen)	201	86	49	22	250	108
PM Peak (Gen)	138	255	78	150	216	405

Mercy Hospital
Tabulation of Counts

Numbers based upon counts conducted at the five entrances at the existing Mercy Hospital on Thursday September 6, 2001. Employee shuttle drop-offs were accounted for by each individual employee that exited.

Time	Ins	Outs	Total	Split	
				Ins	Outs
7:00 - 7:15 AM	104	21	125	83%	17%
7:15 - 7:30 AM	50	21	71	70%	30%
7:30 - 7:45 AM	49	18	67	73%	27%
7:45 - 8:00 AM	68	33	101	67%	33%
8:00 - 8:15 AM	55	33	88	63%	38%
8:15 - 8:30 AM	61	24	85	72%	28%
8:30 - 8:45 AM	48	23	71	68%	32%
8:45 - 9:00 AM	50	24	74	68%	32%

Peak Hour 7:00 - 8:00 AM		
Ins	271	
Outs	93	
Total	364	
Split	75% / 25%	

Time	Ins	Outs	Total	Split	
				Ins	Outs
2:00 - 2:15 PM	40	47	87	46%	54%
2:15 - 2:30 PM	38	33	71	54%	46%
2:30 - 2:45 PM	52	44	96	54%	46%
2:45 - 3:00 PM	61	48	109	56%	44%
3:00 - 3:15 PM	40	55	95	42%	58%
3:15 - 3:30 PM	41	58	99	41%	59%

Peak Hour 2:30 - 3:30 PM		
Ins	194	
Outs	205	
Total	399	
Split	49% / 51%	

Time	Ins	Outs	Total	Split	
				Ins	Outs
4:00 - 4:15 PM	21	59	80	26%	74%
4:15 - 4:30 PM	27	40	67	40%	60%
4:30 - 4:45 PM	22	44	66	33%	67%
4:45 - 5:00 PM	26	35	61	43%	57%
5:00 - 5:15 PM	23	55	78	29%	71%
5:15 - 5:30 PM	25	35	60	42%	58%
5:30 - 5:45 PM	28	37	65	43%	57%
5:45 - 6:00 PM	25	27	52	48%	52%

Peak Hour 4:00 - 5:00 PM		
Ins	96	
Outs	178	
Total	274	
Split	35% / 65%	

EXHIBIT 2-6

1994 PLANNING PEAK DAY PARKING NEEDS
WITH EXTENDED AVG STAY (VIS & O/P)

MERCY HOSPITAL
1994

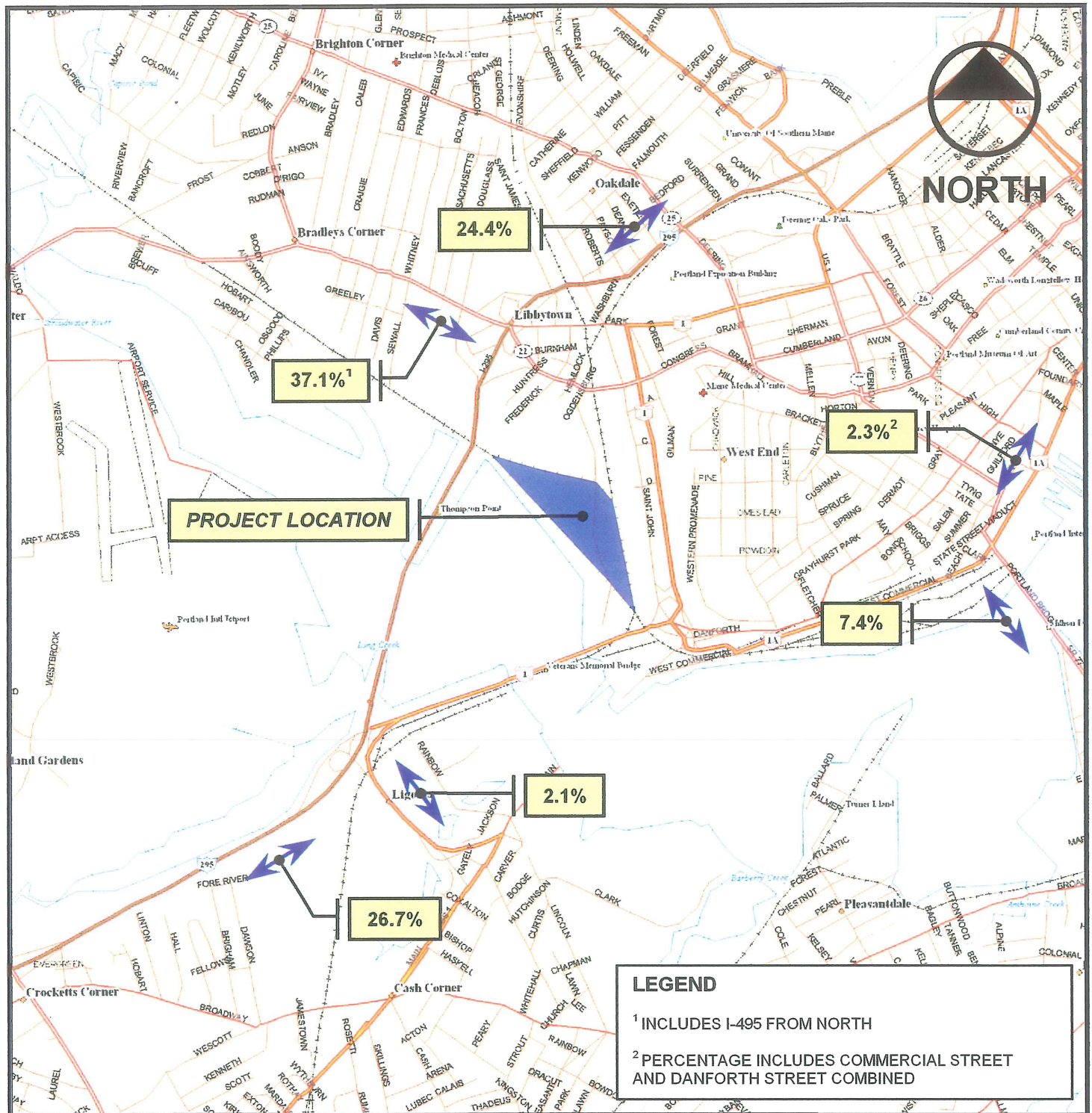
PARKING SPACES REQUIRED

	MERCY HOSPITAL												PARKING SPACES REQUIRED														
	6:30	7:00	7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00	5:30	6:00	6:30	7:00	7:30
1	GROUP I																										
2	FULL-TIME 1ST SHIFT																										
3	PART-TIME 1ST SHIFT																										
4	FULL-TIME 2ND SHIFT																										
5	PART-TIME 2ND SHIFT																										
6	TOTAL EMPLOYEES																										
7	PHYSICIANS																										
8	INTERNS/RESIDENTS																										
9	STUDENTS																										
10	VOLUNTEERS																										
11	GROUP I TOTAL																										
12	GROUP II																										
13	VISITORS TO INPATIENT																										
14	BUSINESS VISITORS																										
15	E/R VISITORS																										
16	GROUP II TOTAL																										
17	GROUP III																										
18	HOSPITAL OUTPATIENTS																										
19	MARTIN'S POINT PATIENTS																										
20	ONCOLOGISTS' PATIENTS																										
21	ADMISSIONS																										
22	DISCHARGE PATIENTS																										
23	EMERGENCY PATIENTS																										
24	GROUP III TOTAL																										
25	COMMUNITY PROGRAMS																										
26	HOSPITAL DEMAND																										
27	SURROUNDING MED BLDG																										
28	TOTAL CAMPUS																										
29	SPACES AVAILABLE (1)																										
30	SURPLUS/(DEFICIT)																										
31	PCT OF AVAIL																										
32	EMPLOYEES & STUDENTS																										
33	PHYSICIANS																										
34	PATIENTS/VISITORS																										
35	TOTAL																										
36																											
37																											
38																											
39																											
40																											
41																											
42																											

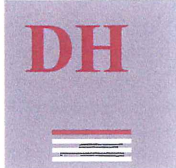
(1) OFF-STREET ONLY

Attachment C

**Trip Distribution
&
Trip Assignment**



20 MILE RADIUS POPULATION GRAVITY MODEL
Mercy Health Systems of Maine – Portland, Maine
 SOURCE: DeLORME MAPEXPERT; DATED: 1993



DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS
 778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, MAINE 04106
 TEL. 207-775-1121
 FAX 207-879-0896

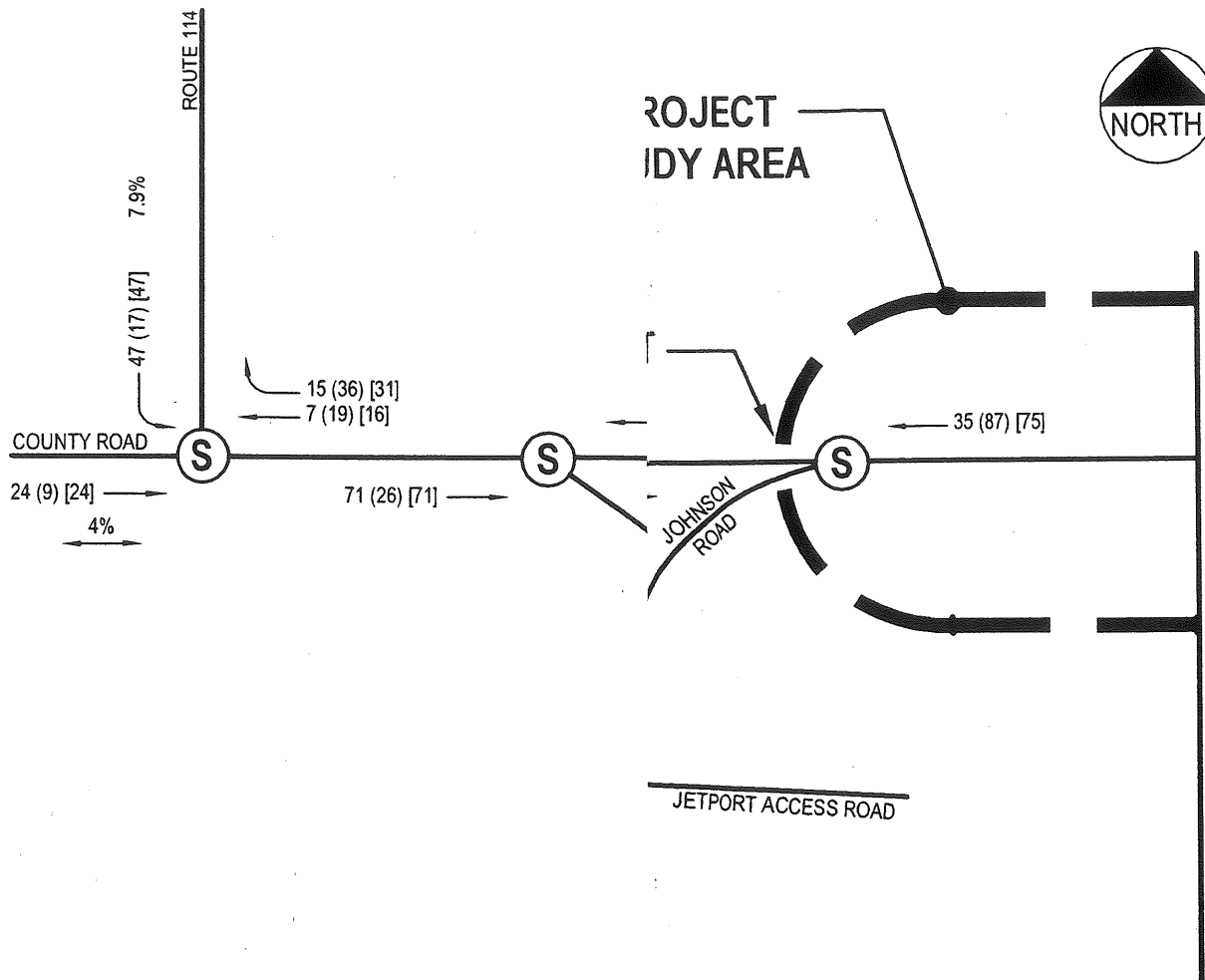
DESIGNED	SRB	DATE	MARCH 2001
DRAWN	JDL	SCALE	1" = 2000'+-
CHECKED	SRB	JOB NO.	2149

FIGURE

1

POPULATION GRAVITY MODEL
 PROPOSED MERCY HOSPITAL
 20 MILE RADIUS

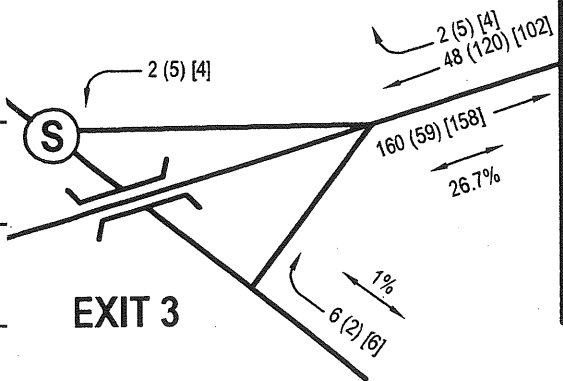
Town	2000-2001 Maine Municipal Directory Population	Percent Contribution	I-295 from South	Route 22 from West	Route 77 from Southeast	St. John Street Driveway via Danforth St. & Commercial St.	I-295 from North	I-495 from North / Route 22	Vet Bridge from South
Arundel	2,970	1.1%	100%						
Biddeford	20,297	7.4%	100%						
Buxton	7,078	2.6%		100%					
Cape Elizabeth	8,854	3.2%			100%				
Cumberland	6,557	2.4%					100%		
Dayton	1,481	0.5%	100%						
Fairmouth	9,065	3.3%					100%		
Freeport	7,500	2.7%					100%		
Gorham	13,384	4.9%		100%					
Gray	7,100	2.6%						100%	
Hollis	3,744	1.4%		100%					
Kennebunkport	3,516	1.3%	100%						
New Gloucester	4,675	1.7%						100%	
North Yarmouth	3,500	1.3%							
Old Orchard Beach	8,306	3.0%	100%				100%		
Portland	62,239	22.6%		40%		10%	50%		
Pownal	1,336	0.5%					100%		
Raymond	3,799	1.4%						100%	
Saco	16,448	6.0%	100%						
Scarborough	14,800	5.4%	100%						
South Portland	23,263	8.5%	25%		50%				25%
Standish	8,258	3.0%		100%					
Westbrook	15,506	5.6%		100%					
Windham	13,486	4.9%		100%					
Yarmouth	8,081	2.9%					100%		
Population:	275,243	100%	26.7%	31.4%	7.4%	2.3%	24.4%	5.7%	2.1%



XX = A.M. PEAK ADJACENT STREET
 (XX) = P.M. PEAK ADJACENT STREET
 [XX] = P.M. PEAK GENERATOR

(S) = SIGNALIZED INTERSECTION

PROJECT	MEDICAL FACILITIES PORTLAND, MAINE
SHEET TITLE	TRIP ASSIGNMENT
PREPARED FOR	MERCY HEALTH SYSTEMS OF MAINE



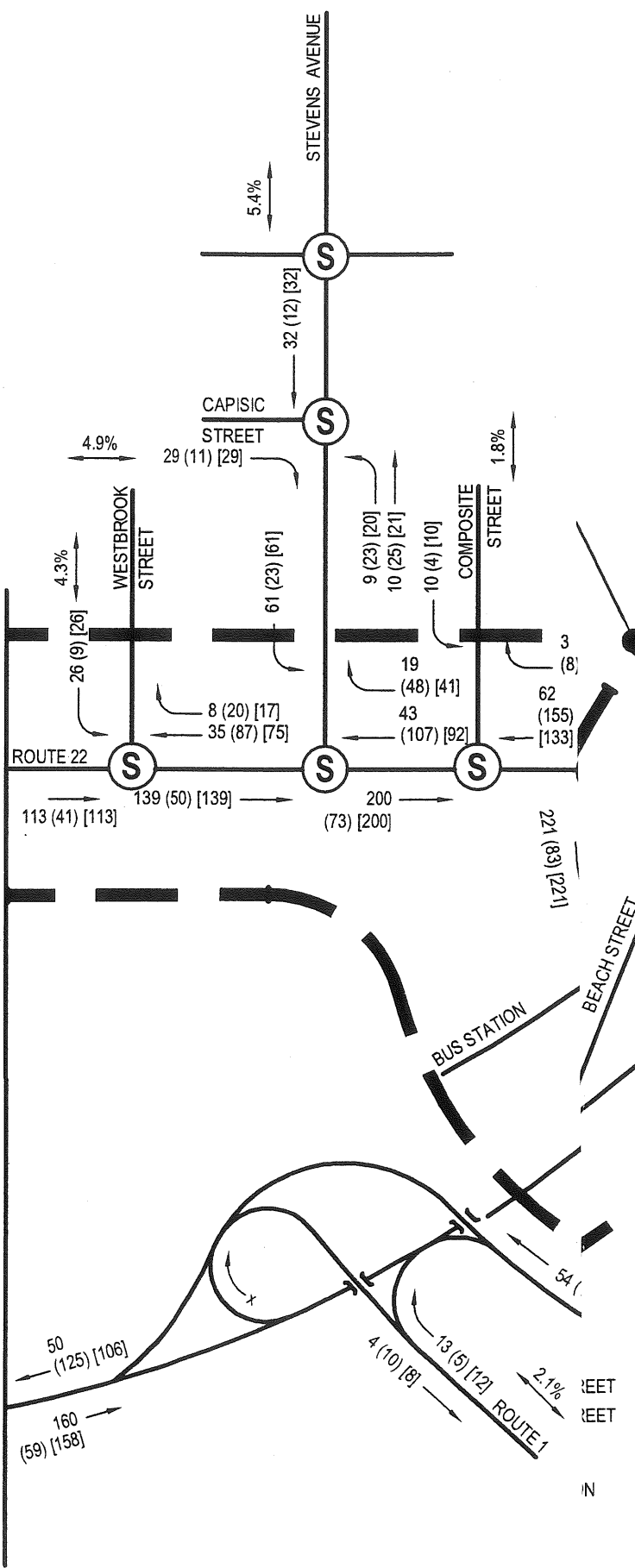
DH DeLuca-Hoffman Associates, Inc.
 778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, ME 04106
 (207) 775-1121
 DHAI@DELUCAHOFFMAN.COM


DRAWN:	JDL	DATE:	SEPT. 2001
DESIGNED:	PDO	SCALE:	N.T.S.
CHECKED:	PAH	JOB NO.	2149
FILE NAME:	2149-TRAFFICFIGURES		

FIGURE
1A



MATCHLINE A-A (SEE FIGURE 1A)



PROJECT	MEDICAL FACILITIES PORTLAND, MAINE	
SHEET TITLE	TRIP ASSIGNMENT	
PREPARED FOR	MERCY HEALTH SYSTEMS OF MAINE	
	DeLuca-Hoffman Associates, Inc. 778 MAIN STREET, SUITE 8 SOUTH PORTLAND, ME 04106 (207) 775-1121 DHA1@DELUCAHOFFMAN.COM	
DRAWN:	JDL	DATE: SEPT. 2001
DESIGNED:	PDO	SCALE: N.T.S.
CHECKED:	PAH	JOB NO. 2149
FILE NAME:	2149-TRAFFICFIGURES	

1B



WASHINGTON AVENUE
 34 (12) [33] ← 10 (26) [22] →
 5.6%

EXIT 8

I-295
 78 (29) [78] ← 13.1% →
 24 (61) [52] →
 ROUTE 1

EXIT 7


5 (12) [10] ← 16 (6) [16] →
 2.6%
 FRANKLIN ARTERIAL

XX = A.M. PEAK ADJUSTMENT STREET
 (XX) = P.M. PEAK ADJUSTMENT STREET
 [XX] = P.M. PEAK GENERATOR
 (S) = SIGNALIZED INTERSECTION

1.7%
 3 (8) [7] →
 FOREST AVENUE
 10 (4) [10] →

EXIT 6

3 (6) [6] ← 8 (3) [8] →
 1.4%
 FOREST AVENUE

PROJECT	MEDICAL FACILITIES PORTLAND, MAINE	
SHEET TITLE	TRIP ASSIGNMENT	
PREPARED FOR	MERCY HEALTH SYSTEMS OF MAINE	
 DeLuca-Hoffman Associates, Inc. 778 MAIN STREET, SUITE 8 SOUTH PORTLAND, ME 04106 (207) 775-1121 DHA@DELUCAHOFFMAN.COM	FIGURE	1C
	DRAWN: JDL	
DESIGNED: PDO	SCALE: N.T.S.	
CHECKED: PAH	JOB NO. 2149	
FILE NAME: 2149-TRAFFICFIGURES		

MATCHLINE B-B (SEE FIGURE 1B)

SECTION 2
TRAFFIC CRASHES

2.1 OVERVIEW

DeLuca-Hoffman Associates, Inc. based crash analysis of this study area of Portland on data obtained from the MDOT for the period 1998-2000. Attachment A contains the crash summaries and node map provided by the MDOT.

In order to evaluate whether a location has a potential crash problem, the MDOT uses two criteria to define High Crash Locations (HCLs). Both criteria must be met in order to be classified as an HCL:

1. A Critical Rate Factor (CRF) of 1.00 or more for a three-year period. A Critical Rate Factor compares the actual crash rate to the rate for similar intersections in the State. A CRF of less than 1.00 indicates a rate less than average; and
2. A minimum of eight crashes over the latest three-year period.

Based on a review of the crash summaries and the previous criteria, there are 12 locations in the immediate vicinity identified as HCLs, which are summarized in the following table:

High Crash Locations			
Location	Description	# of Crashes	CRF
Node 3293	Congress Street/Massachusetts Ave.	21	1.30
Node 3294	Congress Street/Bolton Street	31	1.95
Node 7187	Park Avenue/Saint John Street	62	1.55
Node 7188	Park Avenue/Marston Street	25	2.58
Node P7190/A9607	Park Avenue/Lowell Street/I-295 NB on-ramp	14	1.38
Node 9628	Congress Street/I-295 SB off-ramp (Exit 5A)	22	2.34
Node 9629	Congress Street/I-295 SB off-ramp (Exit 5B)	23	1.55
Link 3288-3293	Congress Street from Douglas Street to Massachusetts Avenue	9	1.20
Link 3293-3294	Congress Street from Massachusetts Avenue to Bolton Street	14	1.59
Link 3294-3300	Congress Street from Bolton Street to Sewell Street	10	1.14
Link 3342-3353	Congress Street from Stevens Avenue to Westland Avenue	17	1.19
Link 5952-5953	Congress Street from Garrison Street to Johnson Road	36	1.07
Total		284	

The locations will be reviewed further and discussed in more detail in the Traffic Impact Study to be provided to the MDOT after the required scoping meeting.

2.2 ATTACHMENTS

A. MDOT Crash Data

Attachment A

MDOT Crash Data

TINACC30
 MAINE DEPARTMENT OF TRANSPORTATION
 TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION
 ACCIDENT SUMMARY INPUT

TYPE OF STUDY: NODES AND LINKS TYPE OF REQUEST: ACCIDENT I & II WITH LINK DETAIL

STUDY PERIOD: FROM MONTH 01 YEAR 1998 TO MONTH 12 YEAR 2000

INPUT COMMENTS

STEVENS AVE FROM RTE 22 TO BRIGHTON AVE
 PORTLAND

INPUT DATA

ROUTE	COUNTY	FIRST NODE	EXCLUDE FIRST	DISTANCE	SECOND NODE	LAST NODE	EXCLUDE LAST	DISTANCE
0009X	05	03342	1	0.00	03343	03341	0	0.00

MAINE DEPARTMENT OF TRANSPORTATION
 TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

TINACC30

ACCIDENT SUMMARY I

COUNTY TOWN#	LOW NODE	HIGH NODE	STREET NAME OR ROUTE #	U/R	TOTAL ACCTS	LINK LENGTH	INJURY K	INJURY A	INJURY B	INJURY C	INJURY PD	PERCENT INJURY	ANNUAL HM VEH-MILES	ANNUAL M ENT-VEHS	ACCIDENT-RATES LINK	CRITI RATE	CRF
05	03343	POR, RUDMAN RD, STEVENS	A 2	1	1	0	0	0	1	0	0	100.0	4.348	0.08	0.48	0.00	
05	P03318	POR, STEVENS AVE, DIRIGO	2	1	1	0	0	0	0	1	0	0.0	4.380	0.08	0.48	0.00	
05	A03344	POR, COBBERT RD, STEVEN	A	0	0	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00*	
05	P03319	POR, STEVENS AVE, ANSON	R 9	5	5	0	0	1	1	3	40.0	7.223	0.23	1.34	0.00		
05	A03345	POR, STEVENS AVE, CAPISIC		0	0	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00*	
05	03346	POR, STEVEN AVE, REDLON	R 2	0	0	0	0	0	0	0	0	0.0	4.184	0.00	0.49	0.00	
05	03347	POR, STEVENS AVE, JUNE	ST 2	0	0	0	0	0	0	0	0	0.0	4.151	0.00	0.49	0.00	
05	03321	POR, FAIRVIEW ST, STEVENS	2	0	0	0	0	0	0	0	0	0.0	4.118	0.00	0.49	0.00	
05	03323	POR, WAYNE ST, STEVENS	AV 2	1	1	0	0	0	0	1	0.0	4.085	0.08	0.49	0.00		
05	03325	POR, STEVENS AVE, IVY	ST. 2	1	1	0	0	0	0	1	0.0	4.052	0.08	0.49	0.00		
05	03341	POR, STEVENS, BRIGHTON	AV 9	31	31	0	0	3	11	17	45.2	10.676	0.97	1.25	0.00		
NODE SUBTOTALS-					40	40	0	0	4	13	23	42.5	47.217	0.28	0.59	0.00	

* - MEV IS ZERO FOR THIS NODE

MAINE DEPARTMENT OF TRANSPORTATION
 TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

TINACC30

ACCIDENT SUMMARY I

COUNTY LOW TOWN#	HIGH NODE	STREET NAME OR ROUTE #	U/R	TOTAL ACCTS	LINK LENGTH	INJURY K	A	B	C	PD	PERCENT INJURY	ANNUAL HM VEH-MILES	ANNUAL M ENT-VEHS	ACCIDENT-RATES LINK	CRITI RATE	CRF	
03342	03343	STEVENS AVE	2	4	0.14	0	0	0	1	3	25.0	0.00609	218.94	465.26	0.00	0.00	
03318	03343		2	0	0.04	0	0	0	0	0	0.0	0.00173	0.00	640.52	0.00	0.00	
03318	03344		2	0	0.01	0	0	0	0	0	0.0	0.00043	0.00	875.26	0.00	0.00	
03319	03344		2	0	0.05	0	0	0	0	0	0.0	0.00213	0.00	606.96	0.00	0.00	
03319	03345		2	2	0.02	0	0	1	1	50.0	0.00084	793.65	765.99	1.04	0.00	1.04	
03345	03346		2	1	0.05	0	1	0	0	100.0	0.00209	159.49	609.95	0.00	0.00	0.00	
03346	03347		2	0	0.04	0	0	0	0	0	0.0	0.00166	0.00	647.37	0.00	0.00	
03321	03347		2	0	0.06	0	0	0	0	0	0.0	0.00247	0.00	584.09	0.00	0.00	
03321	03323		2	0	0.05	0	0	0	0	0	0.0	0.00204	0.00	613.79	0.00	0.00	
03323	03325		2	0	0.05	0	0	0	0	0	0.0	0.00203	0.00	614.57	0.00	0.00	
03325	03341		2	0	0.05	0	0	0	0	0	0.0	0.00201	0.00	616.15	0.00	0.00	
LINK SUBTOTALS-				7	0.56	0	1	0	2	4	42.9	0.02352	99.20	348.59	0.00	0.00	
GRAND TOTALS-				47	0.56	0	1	4	15	27	42.5	0.02352	47.217	666.09	559.78	1.19	1.19

TINACC30
 MAINE DEPARTMENT OF TRANSPORTATION
 TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION
 ACCIDENT SUMMARY INPUT

TYPE OF STUDY: NODES AND LINKS TYPE OF REQUEST: ACCIDENT I & II WITH LINK DETAIL
 STUDY PERIOD: FROM MONTH 01 YEAR 1998 TO MONTH 12 YEAR 2000

INPUT COMMENTS

RTE 22 FROM JOHNSON RD TO VALLEY ST
 PORTLAND

INPUT DATA

ROUTE	COUNTY	FIRST NODE	EXCLUDE FIRST	DISTANCE	SECOND NODE	LAST NODE	EXCLUDE LAST	DISTANCE
0009X	05	05953	0	0.00	05952	03342	0	0.00
0022X		03342	1	0.00	03314	07187	0	0.00
B001X		07187	1	0.00	07170	07170	0	0.00

MAINE DEPARTMENT OF TRANSPORTATION
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

TINACC30

ACCIDENT SUMMARY I

COUNTY TOWN#	LOW NODE	HIGH NODE	STREET NAME OR ROUTE #	U/R	TOTAL ACCTS	LINK LENGTH	INJURY K	INJURY A	INJURY B	INJURY C	PD	PERCENT INJURY	ANNUAL HM VEH-MILES	ANNUAL M ENT-VEHS	ACCIDENT-RATES LINK	RATES NODE	CRITI RATE	CRF
05	05953	05952	POR, RTE. 9, 22	9	21		0	2	2	4	13	38.1	10,632	0.66	0.66	1.25	0.00	
05	05952	05952	POR, CONGRESS, GARRISON S	2	8		0	0	0	1	7	12.5	8,327	0.32	0.32	0.47	0.00	
05	03461	03461	POR, CONGRESS, WESTBROOK	9	31		0	0	2	5	24	22.6	11,278	0.92	0.92	1.24	0.00	
05	05950	05950	POR, CONGRESS, WALDO ST.	2	6		0	0	0	1	5	16.7	10,687	0.19	0.19	0.45	0.00	
05	03456	03456	POR, CONGRESS, FROST ST.	9	25		0	0	4	7	14	44.0	10,788	0.77	0.77	1.25	0.00	
05	03359	03359	POR, BREWER, CONGRESS ST.	2	1		0	0	0	1	0	100.0	6,848	0.05	0.05	0.49	0.00	
05	03357	03357	POR, CONGRESS, HOBART ST.	2	3		0	0	1	0	2	33.3	7,014	0.14	0.14	0.49	0.00	
05	03353	03353	POR, CONGRESS ST, WESTIAN	2	7		0	0	1	1	5	28.6	7,109	0.33	0.33	0.49	0.00	
05	03342	03342	POR, CONGRESS ST, STEVENS	9	20		0	0	2	5	13	35.0	11,004	0.61	0.61	1.25	0.00	
05	03314	03314	POR, BRADLEY, CONGRESS ST	2	8		0	0	1	0	7	12.5	10,781	0.25	0.25	0.45	0.00	
05	03313	03313	POR, CONGRESS, CALEB ST.	2	13		0	0	2	4	7	46.2	11,014	0.39	0.39	0.44	0.00	
05	03327	03327	POR, LASSELL, CONGRESS ST	2	3		0	0	0	2	1	66.7	11,034	0.09	0.09	0.44	0.00	
05	03309	03309	POR, CRAIGIE, CONGRESS ST	2	6		0	0	1	1	4	33.3	11,294	0.18	0.18	0.44	0.00	
05	03329	03329	POR, CONGRESS, MITTON ST.	2	2		0	0	0	2	0	0.0	11,236	0.06	0.06	0.44	0.00	
05	P03308	P03308	POR, CONGRESS, EDWARDS ST	2	13		0	0	1	5	7	46.2	11,580	0.37	0.37	0.44	0.00	
05	A03331	A03331	POR, CONGRESS, POWSLAND S	2	0		0	0	0	0	0	0.0	0,000	0.00	0.00	0.00	0.00*	
05	P03301	P03301	POR, FRANCES, CONGRESS ST	2	4		0	0	0	1	3	25.0	11,875	0.11	0.11	0.44	0.00	
05	A03333	A03333	POR, CONGRESS, DAVIS ST.	2	0		0	0	0	0	0	0.0	0,000	0.00	0.00	0.00	0.00*	
05	03300	03300	POR, CONGRESS, SEWELL, WHI	9	25		0	1	5	4	15	40.0	12,614	0.66	0.66	1.22	0.00	
05	03294	03294	POR, CONGRESS, BOLTON ST.	2	31		0	1	2	9	19	38.7	12,316	0.84	0.84	0.43	1.30	
05	03293	03293	POR, CONGRESS ST, MASS AV	2	21		0	0	4	6	11	47.6	12,423	0.56	0.56	0.43	1.30	
05	03288	03288	POR, CONGRESS, DOUGLAS ST	2	13		0	0	0	4	9	30.8	12,546	0.35	0.35	0.43	0.00	
05	09626	09626	POR, CONGRESS ST, RAMP E1	2	4		0	0	1	1	2	50.0	12,442	0.11	0.11	0.28	0.00	
05	09629	09629	POR, CONGRESS ST, RAMP D1	2	23		0	0	3	7	13	43.5	11,347	0.68	0.68	0.44	1.55	
05	09628	09628	POR, CONGRESS ST, RAMP G1	2	22		0	0	3	6	13	40.9	10,724	0.68	0.68	0.29	2.34	
05	09630	09630	POR, CONGRESS ST, RAMP B'	2	3		0	0	0	1	2	33.3	11,328	0.09	0.09	0.44	0.00	
05	09604	09604	POR, CONGRESS ST, PARK AV	2	9		0	0	1	2	6	33.3	11,455	0.26	0.26	0.44	0.00	
05	A09607	A09607	POR, PARK AVE, RAMP F1000	2	0		0	0	0	0	0	0.0	0,000	0.00	0.00	0.00	0.00*	
05	P07190	P07190	POR, PARK AVE, LOWELL ST.	2	14		0	0	0	2	12	14.3	6,734	0.69	0.69	0.50	1.38	
05	07189	07189	POR, PARK AVE, ST. JAMES S	2	1		0	0	0	0	1	0.0	6,706	0.05	0.05	0.50	0.00	
05	07188	07188	POR, PARK AVE, MARSTON ST	2	25		0	0	1	7	17	32.0	6,461	1.29	1.29	0.50	2.58	
05	07187	07187	POR, RTE 22, PARK, ST JOHN	9	62		0	2	3	11	46	25.8	10,597	1.95	1.95	1.26	1.55	
05	07170	07170	POR, PARK AVE, VALLEY S	2	8		0	0	0	2	6	25.0	5,084	0.52	0.52	0.56	0.00	
													432	305.282	0.47	0.47	1.12	
													6	33.8	0.42	0.42	1.12	

NODE SUBTOTALS-

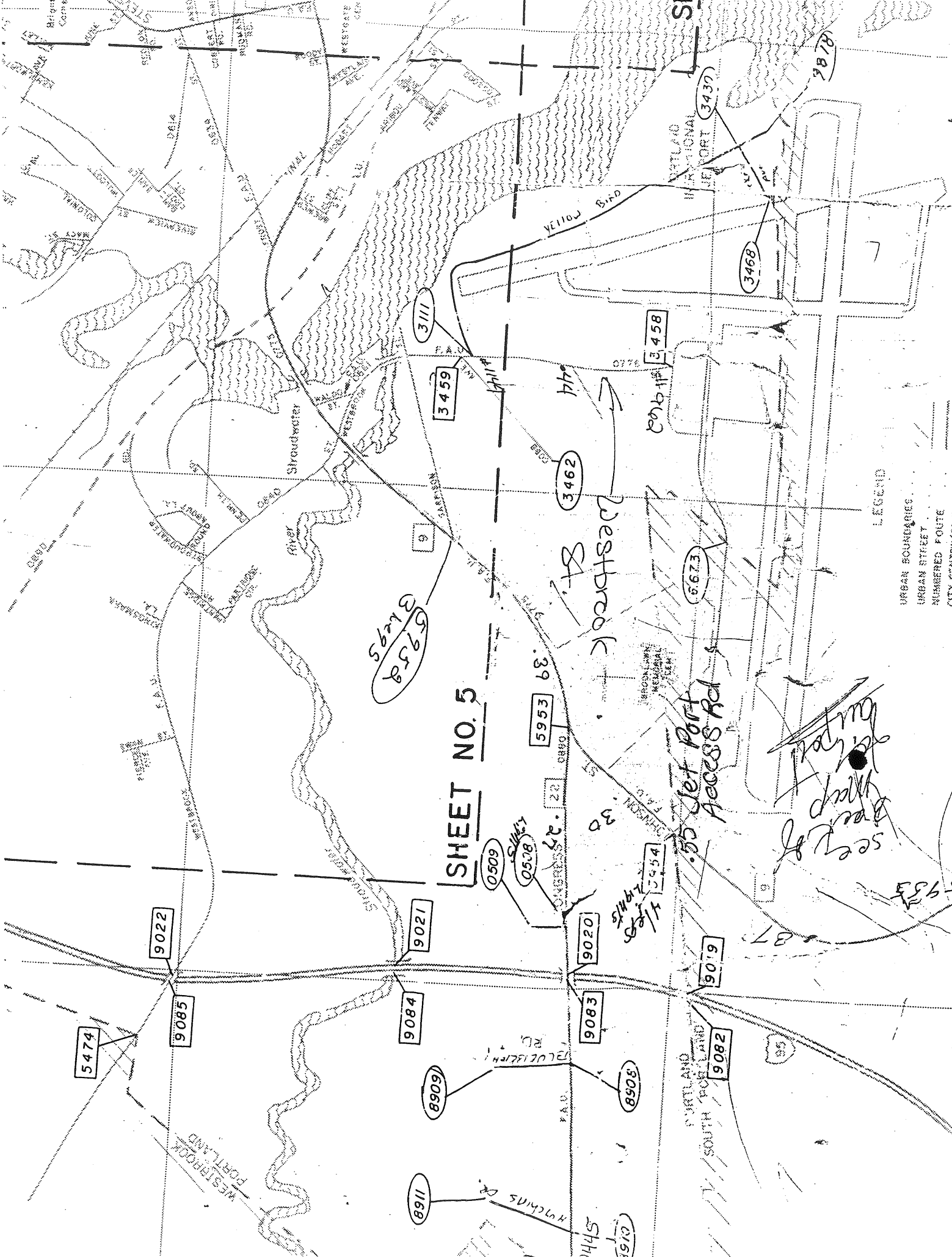
* - MEV IS ZERO FOR THIS NODE -

TINACC30

MAINE DEPARTMENT OF TRANSPORTATION
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

ACCIDENT SUMMARY I

COUNTY LOW TOWN#	HIGH NODE	STREET NAME OR ROUTE #	U/R	TOTAL ACCTS	LINK LENGTH	K	A	B	C	PD	PERCENT INJURY	ANNUAL HM VEH-MILES	ANNUAL M ENT-VEHS	ACCIDENT-LINK	RATES-NODE	CRITI RATE	CRF	
05170	05952	CONGRESS ST	2	36	0.39	0	1	3	8	24	33.3	0.03270		366.97		342.89	1.07	
	05952		2	9	0.26	0	0	6	3	3	66.7	0.02140		140.19		369.31	0.00	
	05950		2	6	0.08	0	0	1	5	16.7	0.00752			265.96		459.62	0.00	
	05950		2	23	0.29	0	0	1	7	15	34.8	0.02993		256.15		348.00	0.00	
	03456		2	5	0.11	0	0	1	3	40.0	0.00748			222.82		460.19	0.00	
	03357		2	2	0.12	0	0	1	1	50.0	0.00824			80.91		450.07	0.00	
	03357		2	3	0.12	0	0	0	1	2	33.3	0.00847		118.06		447.26	0.00	
	03342		2	17	0.16	0	0	5	12	29.4	0.01141			496.64		418.80	1.19	
	03314		2	7	0.03	0	1	0	6	14.3	0.00316			738.40		568.55	1.30	
	03314		2	9	0.06	0	1	1	6	33.3	0.00646			464.40		476.28	0.00	
	03327		2	3	0.04	0	0	2	1	66.7	0.00440			227.27		522.91	0.00	
	03327		2	1	0.02	0	0	1	0	1	0.0	0.00221		150.83		623.52	0.00	
	03309		2	3	0.03	0	0	2	2	33.3	0.00336			297.62		559.70	0.00	
	03329		2	3	0.03	0	0	0	0	0	0.0	0.00336		0.00		559.70	0.00	
	03308		2	3	0.02	0	0	1	0	2	33.3	0.00228		438.60		618.50	0.00	
	03331		2	0	0.04	0	0	0	0	0	0.0	0.00462		0.00		516.62	0.00	
	03331		2	2	0.01	0	0	0	2	0	0.0	0.00121		550.96		727.86	0.00	
	03333		2	6	0.04	0	0	2	0	4	33.3	0.00474		421.94		513.35	0.00	
	03300		2	10	0.05	0	0	2	2	6	40.0	0.00601		554.63		484.54	1.14	
	03294		2	14	0.05	0	1	2	10	28.6	0.00609			766.28		483.01	1.59	
	03293		2	9	0.04	0	0	2	2	5	44.4	0.00494		607.29		508.15	1.20	
	03288		2	2	0.01	0	0	1	1	50.0	0.00124			537.63		723.40	0.00	
	09626		2	0	0.05	0	0	0	0	0	0.0	0.00567		0.00		491.38	0.00	
	09629		2	0	0.01	0	0	0	0	0	0.0	0.00099		0.00		764.90	0.00	
	09628		2	0	0.04	0	0	0	0	0	0.0	0.00419		0.00		529.34	0.00	
	09630		2	0	0.06	0	0	0	0	0	0.0	0.00664		0.00		473.19	0.00	
	09604	PARK AVE	2	1	0.05	0	0	0	1	100.0	0.00245			136.05		607.08	0.00	
	09607		2	7	0.02	0	0	1	2	4	42.9	0.00117		1994.30		734.02	2.72	
	07190		2	1	0.06	0	0	0	1	0.0	0.00388			85.91		539.65	0.00	
	07189		2	3	0.02	0	0	1	1	66.7	0.00137			729.93		705.36	1.03	
	07188		2	8	0.11	0	0	1	0	7	12.5	0.00639		417.32		477.51	0.00	
	07187		2	2	0.04	0	0	0	2	0.0	0.00204			326.80		636.60	0.00	
	07170		2	2	0.04	0	0	0	0	2	0.0	0.00204		296.26		271.90	1.09	
		LINK SUBTOTALS-		192	2.46	0	3	19	44	126	34.4	0.21602						
		GRAND TOTALS-		624	2.46	0	9	59	144	412	34.0	0.21602	305.282	962.87		496.12	1.94	



SHEET NO. 5

LEGEND
 URBAN BOUNDARIES
 URBAN STREET
 NUMBERED ROUTE
 CITY CENTERLINE

5627E
 8566S

see sketch of map

5467
 8454

5953

87

PORTLAND SOUTH PORTLAND

55 Det Port Access Rd

Westbrook St

5953

87

22

0880

0508

0509

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SECTION 3

DEVELOPMENT ENTRANCES AND EXITS

3.1 ENTRANCE AND EXIT LOCATIONS

The site will be accessed via the proposed Commercial Street Extension. The parcel of land optioned for the medical facilities also includes rights to the driveway servicing the Cumberland County Correctional Facility, which may be utilized as an emergency vehicle entrance.

The Commercial Street Extension is under design by the MDOT pending an environmental assessment. Upon the finding of no significant impact, final design for the Commercial Street Extension will begin. The extension will connect with a newly aligned interchange for the Veterans Memorial Bridge and surrounding streets south of the proposed site. The extension will also connect with the Congress Street exit (Exit 5 NB & 5A SB) off from I-295 north of the proposed site. Due to certain movement restrictions along the Commercial Street Extension, vehicles that travel to the site via I-295 northbound would have to leave the site by way of the Veterans Memorial Bridge. Another movement restriction is along the Veterans Memorial Bridge eastbound, which will not allow traffic to turn left off the bridge ramp toward the site.

3.2 PLAN VIEW OF CREATED INTERSECTIONS

Attachment A in Section 1 contains an overall site plan that shows the proposed development driveways and includes:

- Names of Roads/Streets
- Posted Speed Limits
- Sight Distances

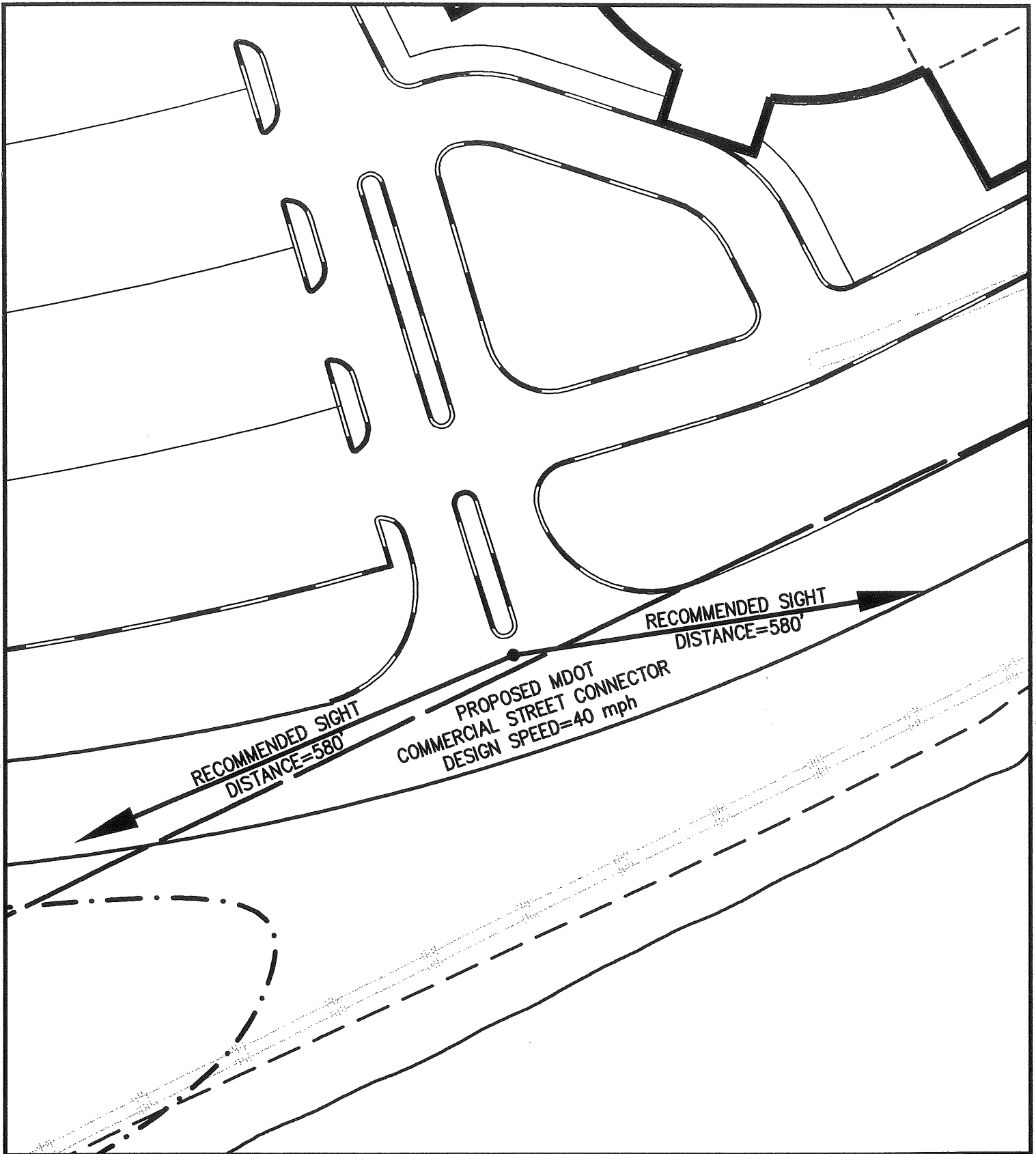
Attachment A of this section contains enlargements of the proposed driveways.

3.3 ATTACHMENTS

A - Site Driveways

Attachment A

Site Driveways



**MERCY HOSPITAL RELOCATION
FORE RIVER SITE**

**SITE ENTRANCE #1
SIGHT DISTANCE**

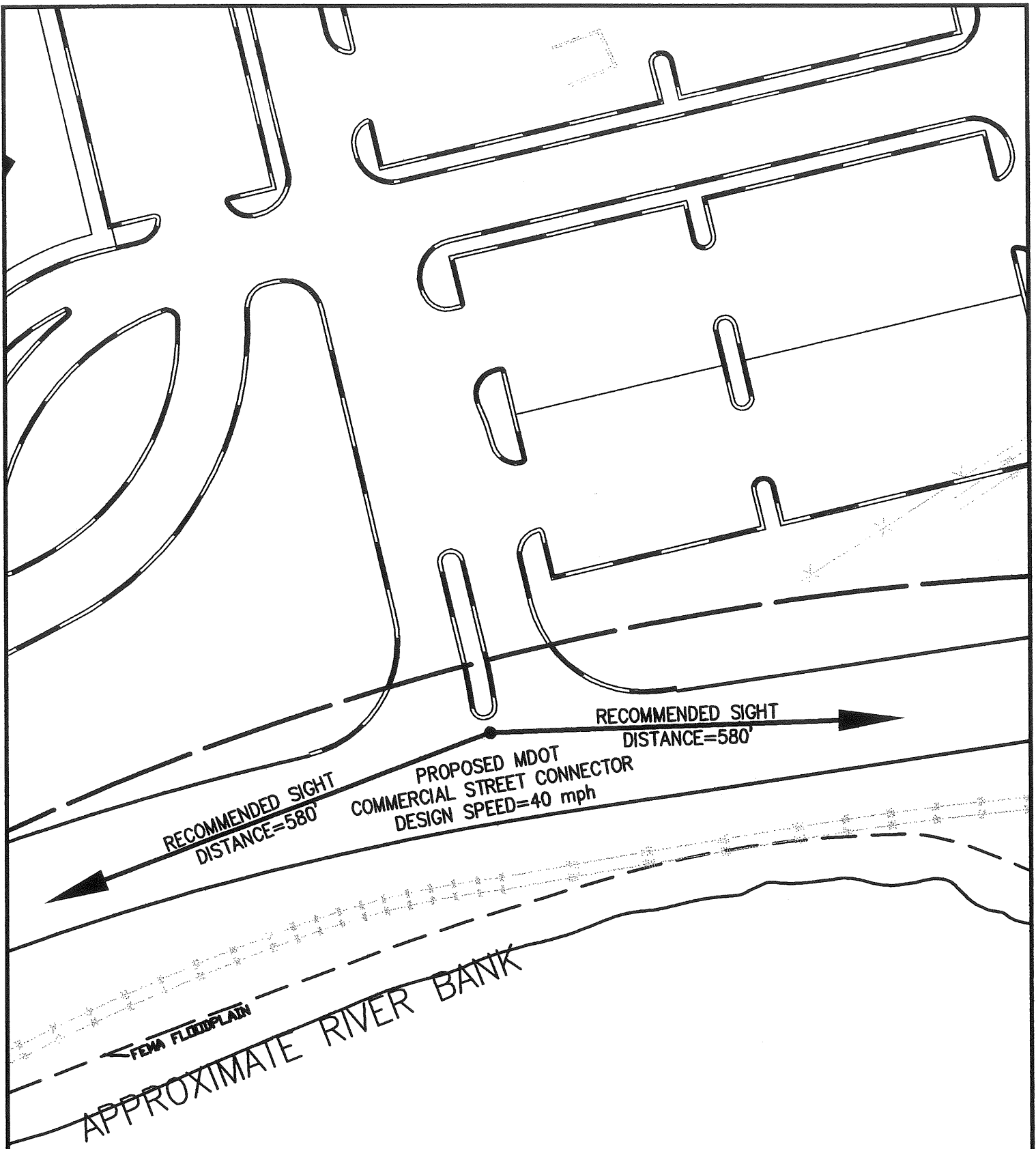


DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
(207) 775-1121
DHAI@DELUCAHOFFMAN.COM

DRAWN:	SJM	DATE:	OCT 2001
DESIGNED:	PO	SCALE:	1"=50'
CHECKED:	PAH	JOB NO.	2149
FILE NAME:	FEASIBILITY2149-FEAS.DWG		

FIGURE

1



**MERCY HOSPITAL RELOCATION
FORE RIVER SITE**

**SITE ENTRANCE #2
SIGHT DISTANCE**



DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
(207) 775-1121
DHAI@DELUCAHOFFMAN.COM

DRAWN:	SJM	DATE:	OCT 2001
DESIGNED:	PO	SCALE:	1"=50'
CHECKED:	PAH	JOB NO.	2149
FILE NAME:	FEASIBILITY/2149-FEAS.DWG		

FIGURE

2

SECTION 4

TITLE, RIGHT OR INTEREST

4.1 TITLE

The proposed project site is designated as Lots A-1 and B-2 on Portland tax map 73, Lot A-1 on Portland tax map 74, Lot A-3 on Portland tax map 75, and Lot A-33 on Portland tax map 76. Copies of the options to purchase are contained in Attachment A at the end of this section.

4.2 ATTACHMENTS

- A. Option to Purchase

Attachment A

Option to Purchase

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT made as of this 10th day of April, 2001 by and between the PORTLAND TERMINAL COMPANY, a Delaware corporation with a place of business at Iron Horse Park, North Billerica, Massachusetts (the "Seller") and the party hereinafter identified in Paragraph 1(b) (the "Buyer").

WITNESSETH:

1. The following terms shall have the meanings specified whenever used in this Agreement:

(a) SELLER:

Portland Terminal Company
c/o Guilford Transportation Industries, Inc.
Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Roland L. Theriault, Vice President - Real Estate

Send a copy of any notice to:

Portland Terminal Company
c/o Guilford Transportation Industries, Inc.
Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Roland L. Theriault, Vice President - Real Estate

(b) BUYER:

Mercy Hospital, or its Assignee
c/o Larry Plotkin
~~Real Estate Advisory Services~~
~~32 Buttonwood Lane~~
~~Portland, ME 04102~~

144 State St.
Portland, ME 04101-3795
ATTN: JAMES M. SIMONE

Send a copy of any notice to:
Larry Plotkin
The Plotkin Company, LLC
32 Buttonwood Lane
Portland, Maine 04102

and

Dan Snow, Esquire
Pierce Atwood
One Monument Square
Portland, Maine 04101

(c) **PREMISES:**

Approximately 26.23 acres, located in Portland, County of Cumberland, State of Maine, as more particularly shown on the sketch attached to this Agreement and marked "Exhibit A", together with mud flat area containing approximately 40.76 acres as shown on sketch attached to this agreement and marked Exhibit A-1.

(d) **PURCHASE PRICE:**

The agreed purchase price is Five Hundred and No/100 Dollars (\$500,000.00)

(e) **DEPOSIT:**

A total of \$500,000.00 due and payable as follows:

by certified and/or bank or treasurer's check or wire transfer due and payable to Seller upon execution of this Agreement. The Buyer specifically acknowledges and agrees that \$100,000.00 of such deposit shall be non-refundable and shall be considered the property of the Seller, refundable to Buyer only if Seller defaults pursuant to Section 9 of this Agreement.

by certified and/or bank or treasurer's check or wire transfer due and payable upon expiration of the Zoning and Planning Board Approval Period as hereinafter provided in Paragraph 29.

(f) **CLOSING DATE:**

March 29, 2002 or pursuant to paragraph 1E, June 27, 2002 as provided in paragraph 29.

(g) **EXHIBITS:** The following exhibits are hereby incorporated by this reference into this Agreement:

- (i) Exhibit "A": A plan of the Premises entitled: Maine Central Railroad Company, Office of the Vice President-Engineering, Portland, Maine, Land Sale Plan, Line::, V.S. VID-Map 1, Mile Post; Scale: 1" = 200', Date:12/29/00".
- (ii) Exhibit "B": Deed.
- (iii) Exhibit "C": Plan Specifications.
- (iv) Exhibit "D": Additional Provisions
- (v) Exhibit "E" Entry Permit

2. **PURCHASE AND SALE.** In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

3. **TITLE.** The Premises shall be conveyed by a release deed running to the Buyer in a form substantially identical to that annexed hereto and marked Exhibit "B" (the "Deed"). The Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject to the following:

- (a) Provisions of existing building, land use, subdivision control and zoning laws;
- (b) Such real property taxes for the then current tax year as are not yet due and payable on the Closing Date;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Such agreements, leases, licenses, easements, restrictions and encumbrances, if any, as may appear of record, or otherwise; and
- (e) The provisions, conditions and covenants set forth in the Deed and hereby expressly incorporated by reference. The Buyer agrees to signify acceptance of such provisions, conditions and covenants contained in the Deed by executing the Deed at closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two counterparts, effective as of the day and year first above written.

**SELLER:
PORTLAND TERMINAL COMPANY**

Richard Stewart
Witness

By: David A. Fink
David A. Fink, Chief Executive Officer

Approved for execution
by the Portland Terminal Company.

**BUYER:
MERCY HOSPITAL**

Jay G. Blum
Witness

By: James M. [Signature]
Its: Vice President Finance & Treasurer

OPTION AGREEMENT

THIS AGREEMENT, dated as of February 22, 2001, by and between MERRILL INDUSTRIES, INC., a Maine corporation ("Seller"), and MERCY HEALTH SYSTEM OF MAINE, INC., a Maine non-profit corporation ("Purchaser"),

WITNESSETH:

In consideration of the premises and the mutual covenants herein set forth and in consideration of the sum of ten dollars by each in hand paid to the other, receipt of which is hereby acknowledged, Purchaser and Seller agree as follows:

1 Option

1.1 *Grant of Option.* On the terms and conditions contained in this agreement, Seller grants to Purchaser the right and option (the "Option") to purchase that certain parcel of land located off of Ogdensburg Street in the City of Portland, Maine, and more particularly described in Exhibit A annexed hereto and incorporated herein by reference, with the buildings and improvements thereon, and all easements and rights appurtenant thereto (said land and buildings and appurtenances, together with the personal property used in conjunction therewith hereinafter sometimes collectively referred to as the "Premises".)

1.2 *Option term.* The term of this Option ("Option Term") shall commence on the date of this agreement and shall expire on April 1, 2001, if not sooner exercised or terminated.

1.3 *Extension of Option Term.* Provided that the Option has not been previously exercised or terminated, and further provided that the Purchaser has exercised its right to all preceding extensions of the Option Term, the Purchaser shall have the right to extend the Option Term as follows:

- (a) the Option Term shall be extended from April 1, 2001 until September 1, 2001 upon written notice of extension and payment of \$ _____ ("First Option Payment") received by Seller on or before March 31, 2001; Purchaser shall not be entitled to exercise this extension of the Option Term unless Purchaser shall have previously entered into an option agreement to purchase the adjacent property now owned by Guilford Transportation Corp.; and
- (b) the Option Term shall be extended from September 1, 2001 until March 1, 2002 upon written notice of extension and payment of \$ _____ received by Seller on or before August 31, 2001; and
- (c) the Option Term shall be extended for up to twelve periods of one month each upon written notice of extension and payment of \$ _____ ("Monthly Option Payment") received by Seller on or before the last day of the preceding month (for example, to extend the term of the option through August 1, 2003, the Purchaser must have satisfied all other extension conditions and paid to the Seller \$ _____ on or before June 30, 2003 as an extension payment for the month of July).

All payments for extension of the Option Term shall be non-refundable except as expressly set forth in this agreement.

1.4 *Exercise of Option.* The Option may be exercised by Purchaser by written notice ("Notice of Exercise") to Seller on or before expiration of the Option Term. The Notice of Exercise shall specify a date for delivery of the Deed and payment of the purchase price ("Closing Date"), which date shall not be less than 95 days nor more than 102 days from the Notice of Exercise, and which date shall be a Business Day. If Purchaser agrees in the Notice of Exercise to accept the Premises subject to any tenants or

occupants permitted as set forth in section 11.4 of this agreement, Purchaser may specify a Closing Date not less than 30 days from the Notice of Exercise. For purposes of this agreement, the term "Business Day" means any day except a Saturday, Sunday, or state or federal holiday which banks in Portland, Maine are not generally open for the transaction of business. Upon giving of the Notice of Exercise, this agreement shall be a binding purchase and sale agreement between Seller and Purchaser with respect to the Premises on the terms set forth herein, without the necessity of any further act of the parties.

1.5 *Guilford Option Agreement.* This option shall automatically terminate on April 1, 2001, unless on or before that date Purchaser has entered into an option agreement with Guilford Transportation, Inc. for the purchase of approximately 40 acres of land adjacent to the Premises.

1.6 *"As is" transaction; due diligence.* The parties acknowledge that the Premises have been used for industrial purposes for a very long period and, accordingly, there may be facts and circumstances, including but not limited to easements, railroad rights, encumbrances, encroachments, wetlands, hazardous substances, poor soil conditions, flood plains and other conditions, which may limit Purchaser's ability to use the premises or which may require remediation or corrective action. Seller has agreed to enter into this agreement and to permit Purchaser to purchase the Premises only upon the condition that in any sale pursuant to the Option, Purchaser will accept the Premises as is, without representations or warranties, subject to all liability for compliance with laws and without diminution of the Purchase Price. Purchaser shall proceed to examine the title to the Premises and to inspect the Premises in accordance with the provisions of this agreement. Purchaser shall notify Seller on or before July 1, 2001 that it is satisfied with the state of title, or that it has title objections as set forth in section 5.4. Purchaser shall notify Seller on or before September 1, 2001 that it has completed its inspection of the Premises, including survey and environmental testing, and has satisfied itself with respect to the condition of the Premises.

2 *Purchase Price*

2.1 *Purchase Price.* If Purchaser exercises this Option, the purchase price of the Premises (the "Purchase Price") shall be _____ if the Deed is delivered and the purchase price paid in full on or before December 31, 2001, or _____ if the Deed is delivered and the purchase price paid in full thereafter, regardless of the reason that the Closing Date occurs after that date. The Purchase Price shall be paid as follows:

- (a) The First Option Payment and all of the Monthly Option Payments paid by Purchaser shall be credited to the Purchase Price; and
- (b) the balance of the Purchase Price, subject to adjustments as expressly set forth in this agreement, shall be paid by "federal funds" bank wire, or bank or certified check, payable to the order of and at the direction of Seller, on the Closing Date.

3 *Adjustments and Apportionments.*

3.1 The following are to be apportioned or adjusted as of midnight of the day immediately prior to the Closing Date, (the "Adjustment Date") the net of which, on the Closing Date, shall be paid to the party in whose favor such net apportionment arises:

- (a) Taxes, including special or betterment assessments payable in installments, on the basis of the tax year for which assessed and within which the Closing Date occurs; and
- (b) Transfer taxes shall be paid equally by Seller and Purchaser.

Purchaser shall pay the cost of recording the Deed. Each party shall pay any costs and expenses incurred by such party in connection with the transactions contemplated by this agreement, including, without limitation, each parties own attorneys fees.

3.2 If the Closing shall occur before a tax rate and assessment for the Premises is established for the tax year in which the Closing occurs, the apportionment of taxes shall be made upon the basis of the then known assessment and/or rate, with the unknown factor to be adjusted for that item from the immediately preceding tax year, except that at such time as the tax rate and applicable assessed valuation are determined, the parties shall make a further apportionment, if and to the extent so required.

3.3 If, on the Closing Date, the Premises, or any part thereof, shall be or shall have been affected by a betterment or special assessment or assessments, which are or may become payable in installments, then for the purpose of this agreement all the unpaid installments of any such assessment, which are to become due and payable after the Closing Date, shall be assumed by Purchaser without abatement of the purchase price, but shall be subject to adjustment in the same manner as real estate taxes for the tax period in which the Closing occurs. If any assessments for public improvements shall arise subsequent to the execution hereof, and prior to delivery of the Deed, Seller will elect to cause the same to be paid over the longest period allowed by law, and such assessments shall be prorated in the same manner as real estate taxes for the tax year in which the Closing occurs.

3.4 The terms and provisions of this Section 3 shall survive the Closing Date.

4. *The Deed, Bill of Sale and Miscellaneous Documentation.*

4.1 On the Closing Date Seller shall deliver to Purchaser a deed with limited warranty covenants only against acts of the grantor (herein referred to as the "Deed") to the Premises in the form usual to the State of Maine for conveyance of a fee simple title, and subject to the Permitted Encumbrances set forth in this agreement, which Deed shall name Purchaser as grantee therein.

4.2 Seller shall deliver to Purchaser together with the Deed, a bill of sale ("Bill of Sale") for the fixtures and personal property, if any, included in this sale, which Bill of Sale shall without representation or warranty of any kind or nature and shall conspicuously state the absence of warranties.

4.3 At the Closing, Seller shall deliver to Purchaser a currently dated affidavit certifying that Seller (a) is not a foreign person within the meaning of the Internal Revenue Code and its regulations, failing which Purchaser shall withhold from the Purchase Price the sums required by the Internal Revenue Code and pay the same to the Escrow Agent with instructions for the Escrow Agent to pay the same over to the Internal Revenue Service in accordance with applicable law; (b) is a Maine corporation having a principal place of business in the state of Maine; failing which Purchaser shall withhold from the Purchase Price the sums required by the Maine Department of Revenue in accordance with applicable law. Seller hereby indemnifies and holds Purchaser harmless from and against all costs, losses and expenses arising from the falsity of such certification. Such indemnity shall survive the Closing Date.

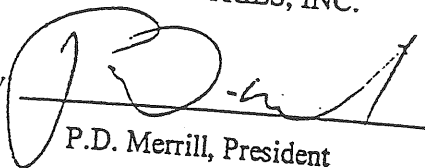
4.4 On the Closing Date, Seller shall deliver such other instruments as shall be reasonably required by Purchaser's title insurance company ("Title Company") for the purpose of issuing an owner's title insurance policy at standard rates insuring title to the Premises as set forth in Section 5, including such affidavits and unsecured indemnity agreements as may be customary for deleting exceptions for (i) mechanics and materialmens liens, (ii) persons in possession, (iii) unrecorded easements, and (iv) so-called "gap" or New York style insurance coverage.

5. *State of Title.*

5.1 On the Closing Date the Premises shall be subject only to (i) all liens and encumbrances now of record, but excluding any Encumbrance To Be Discharged, as defined below, created during Seller's ownership of the Premises which Seller agrees to discharge pursuant to Section 5.3, (ii) all liens and encumbrances hereafter recorded as to which Purchaser has given its consent, (iii) all liens and encumbrances for Violations described in section 12.1, (iv) any condition which would be disclosed by a physical inspection or testing of the Premises, (v) rights of tenants and occupants in possession referred to

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto as of the day and year first above written.

MERRILL INDUSTRIES, INC.

By: 
P.D. Merrill, President

MERCY HEALTH SYSTEM OF MAINE, INC.

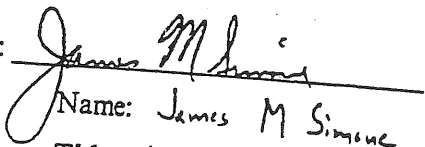
By: 
Name: James M. Simone
Title: Vice President Finance & Treasurer

EXHIBIT A
DESCRIPTION OF PREMISES

EXHIBIT "A"

A certain lot or parcel of land with buildings thereon situated on the northerly side of the Blue Star Memorial Highway (Route #1) at the Veteran's Memorial Bridge on the Fore River in the City of Portland, County of Cumberland and State of Maine being bounded and described as follows:

Beginning at a rod marking a point 50.00' westerly of and at right angles to the center line of the main track marking a P.C. Station of 23 + 11.35 as shown on right of way and track map Portland Terminal Company dated June 30, 1916 revised March 1938 filed in the Portland Terminal Company in V1-D over 1-A; Said rod being approximately 675' northerly of the northerly right of way line of said Route #1;

Thence through land of the Grantor and being 50.00' westerly of the centerline of said main track N 10° 46' 19" W a distance of 482.85' to a rod opposite station 18 + 28.50;

Thence continuing through land of the Grantor and being 50.00' westerly of the centerline of said main track N 10° 57' 07" W a distance of 290.08' to a rod opposite station 15 + 38.42;

Thence continuing through land of the Grantor N 9° 29' 00" W a distance of 197.09' to a rod marking the westerly right of way line for the existing spur track and being 33.00' westerly and opposite P.C. Station 2 + 00.64' as shown on said railroad plan;

Thence continuing through land of the Grantor and being along said right of way line of said spur track along a curve to the left whose radius is 922.37', an arc distance of 185.63' to a rod on the westerly edge of a paved drive, said rod being found on a chord of N 22° 33' 26" W a distance of 185.32';

Thence continuing through land of the Grantor and following the westerly edge of said paved drive S 9° 2' 42" W a distance 110.67' to a rod';

Thence continuing through land of the Grantor on the following courses:

N 78° 59' 25" W a distance of 42.80' to a rod;

S 10° 55' 38" E a distance of 580.68' to a rod, said rod being 160.00' westerly of and at right angles to the centerline of the main track opposite said Station 18 + 28.50';

S 78° 59' 25" W a distance of 580' ± to the easterly bank of the Fore River and continuing to the approximate low water line a total distance of 1165' ±;

Thence along a southerly, easterly-southerly, easterly and westerly line following the approximate low water line a distance of 1800' ± to the northerly right of way line of said Route #1;

Thence by the northerly right of way line of said Route #1 N 71° 56' 20" E a distance of 455' ± to the easterly bank of said Fore River;

Thence continuing by said northerly right of way line of Route #1 on same course of N 71° 56' 20" E a distance of 370' ± to a point being 50.00' northerly of the centerline of said main track and opposite Station 32 + 86.66, at the intersection of a non-tangent curve;

Thence continuing through land of the Grantor along a curve to the left whose radius is 831.95' an arc of 920' ± to the point of beginning.

Above courses are grid north.

Being a portion of the premises conveyed to the Grantor herein by deeds recorded in the Cumberland County Registry of Deeds in Book 881 Page 299 and Book 881 Page 318.

Said parcel being also sold subject to various utility easements of record.

The Grantor hereby reserves to itself, its successors, assigns and affiliates, a permanent non-exclusive fifty (50') foot easement and right-of-way (the "Reserved Right-of-Way"), or so much land as required to establish a public way in accordance with all governmental specifications and requirements, over, upon, across, under and through the portion of the Premises to the boundary of the Premises, more particularly identified as the "APPROXIMATE LOCATION OF 50' WIDE 'RESERVED RIGHT OF WAY' AND UTILITY EASEMENT" on a survey plan of the Premises entitled "Standard Boundary Survey, Route 1 Blue Star Memorial Highway, Portland Terminal Company to Merrill Industries, Inc." prepared for Merrill Industries, Inc. by Owen Haskell, Inc. and dated May 19, 1998, Job. No. 97109P, a copy of said plan being attached hereto and marked as Exhibit "B" and the original of said plan to be recorded with the Cumberland County Registry of Deeds (hereinafter referred to as the "Merrill Plan"), for all purposes of access of any description necessary and convenient, including but not limited to, pass and repass on foot and with vehicles, machinery, utilities and drainage of every nature and description.

The Grantor further hereby reserves to itself, its successors, assigns and affiliates, a permanent non-exclusive easement over, under, across, upon, and through the Reserved Right of Way, as shown on the aforementioned Merrill Plan, for utility purposes, including for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing pipes, conduits and other utility facilities and equipment. Said easement shall be located in a manner as not to interfere unreasonably with the Grantee's use of the Premises. The Grantee further hereby grants to the Grantor, its successors, assigns, and affiliates the right to access and/or tap into any existing or future utilities located within the Reserved Right of Way as shown on the Merrill Plan.

The Premises are conveyed together with a permanent non-exclusive fifty (50') foot easement and right of way (the "Granted Right of Way"), or so much land as required to establish a public way in accordance with all governmental specifications and requirements, over, upon, across, under

and through land of the Grantor, more particularly identified as the "50' WIDE 'GRANTED RIGHT OF WAY' AND UTILITY EASEMENT" as shown on the Merrill Plan, for all purposes of access of any description necessary and convenient, including but not limited to, pass and repass on foot and with vehicles, machinery, utilities and drainage of every nature and description.

The Premises are further conveyed together with a permanent non-exclusive easement over, under, across, upon, and through the Granted Right of Way, as shown on the Merrill Plan, for utility purposes, including for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing pipes, conduits and other utility facilities and equipment. Said easement shall be located in a manner as not to interfere unreasonably with the Grantor's use of its remaining land. The Grantor further hereby grants to the Grantee, its successors, assigns, and affiliates the right to access and/or tap into any existing or future utilities located with the Granted Right of Way as shown on the Merrill Plan.

The Grantor may relocate the Granted Right of Way, and the Grantee may relocate the Reserved Right of Way, provided in each instance that the party relocating such right of way (1) gives reasonable notice of the intended relocation to the other party (2) pays all costs of relocating any improvements or facilities located within the right of way, (3) carries out such relocation in a manner that does not materially interfere with the uninterrupted passage on foot and with vehicles and machinery or with the uninterrupted provision of utility services through such right of way and (4) records plan showing the relocated boundaries of such right of way.

SECTION 5

PUBLIC OR PRIVATE RIGHTS OF WAY

5.1 OVERVIEW

Access to the Mercy medical facilities will be by way of the proposed Commercial Street Extension, which will be designed and constructed by the Maine Department of Transportation. The anticipated date for completion is between Fall 2003 and Fall 2004.

5.2 ATTACHMENTS

None.

SECTION 6

SCHEDULE

6.1 OVERVIEW

Subject to approval by the reviewing agencies, the project is expected to be completed and occupied in the Spring of 2005.

6.2 ATTACHMENTS

None.