



Jeff Levine, AICP, Director
Planning & Urban Development Department

Electronic Signature and Fee Payment Confirmation

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

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

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

Within 24-48 hours, once my complete application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.

Within 24-48 hours, once my application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.

I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered.

Applicant Signature:

Date:

3/15/16

I have provided digital copies and sent them on:

Date:

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



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

Planning and Urban Development Department
Planning Division

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

Level II: Site Plan Development includes:

- New construction of structures with a total floor area of less than 10,000 sq. ft. in all zones, except in Industrial Zones.
- New construction of structures with a total floor area of less than 20,000 sq. ft. in Industrial Zones.
- Any new temporary or permanent parking area, paving of an existing unpaved surface parking area in excess of 7,500 sq. ft. and serving less than 75 vehicles, or creation of other impervious surface area greater than 7,500 sq. ft.
- Building addition(s) with a total floor area of less than 10,000 sq. ft. (cumulatively within a 3 year period) in any zone, except in Industrial Zones.
- Building addition(s) with a total floor area of less than 20,000 sq. ft. in Industrial Zones.
- Park improvements: New structures or buildings with a total floor area of less than 10,000 sq. ft., facilities encompassing an area of greater than 7,500 sq. ft. and less than 20,000 sq. ft. (excludes rehabilitation or replacement of existing facilities).
- New construction of piers, docks, wharves, bridges, retaining walls, and other structures within the Shoreland Zone.
- Land disturbance between 1 and 3 acres that are stripped, graded, grubbed, filled or excavated.
- A change in the use of a total floor area between 10,000 and 20,000 sq. ft. in any existing building (cumulatively within a 3 year period).
- Lodging house, bed and breakfast facility, emergency shelter or special needs independent living unit.
- Signage subject to approval pursuant to Section 14-526 (d) 8.a. of the Land Use Code.
- Any new major or minor auto service station with less than 10,000 sq. ft. of building area in any permitted zone other than the B-2 or B-5 zones.
- The creation of day care or home babysitting facilities to serve more than 12 children in a residential zone (not permitted as a home occupation under section 14-410) in any principal structure that has not been used as a residence within the 5 years preceding the application.
- Any drive-through facility that is not otherwise reviewed as a conditional use under Article III.

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

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

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

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

Planning Division

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

Office Hours

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

PROJECT NAME: AutoZone Parts Retail Store

PROPOSED DEVELOPMENT ADDRESS:

1207 Forest Avenue, Portland, ME

_ PROJECT DESCRIPTION:

Construct a 6970 SF retail use building with 35 parking spaces and associated infrastructure.

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See cover letter for additional information.

CHART/BLOCK/LOT: K6NE/152/B001

PRELIMINARY PLAN _____ (date)

FINAL PLAN 03/16/2016(date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: AutoZone Parts, Inc. Business Name, if applicable: Address: 123 S. Front St. City/State : Memphis, TN Zip Code: 38103	Applicant Contact Information E-mail: Kevin.Murphy@autozone.com Home #: Work #: 901-495-7625 Cell #: Fax#: 901-495-8969
Owner – (if different from Applicant) Name: Address: City/State : Zip Code:	Owner Contact Information E-mail: Home #: Work #: Cell #: Fax#:
Agent/ Representative Name: John Adams, Milone & MacBroom, Inc. Address: 121 Middle St. Suite 201 City/State : Portland, ME Zip Code: 04101	Agent/Representative Contact information E-mail: jadams@mminc.com Home #: Work #: 207-541-9544 Cell #: Fax#: 207-541-9548
Billing Information Name: Address: City/State : Zip Code:	Billing Information E-mail: Home #: Work #: Cell #: Fax#:

<p>Engineer</p> <p>Name: John Adams, Milone & MacBroom, Inc.</p> <p>Address: 121 Middle St. Suite 201</p> <p>City/State : Portland, ME Zip Code: 04101</p>	<p>Engineer Contact Information</p> <p>E-mail: jadams@mminc.com</p> <p>Home #:</p> <p>Work #: 207-541-9544</p> <p>Cell #: Fax#: 207-541-9548</p>
<p>Surveyor</p> <p>Name: Vanasse Hangen Brustlin, Inc.</p> <p>Address: 2 Bedford Farms Drive, Suite 200</p> <p>City/State : Bedford, NH Zip Code: 03110</p>	<p>Surveyor Contact Information</p> <p>E-mail: ESimpson@sovcon.com</p> <p>Home #:</p> <p>Work #: 603-391-3900</p> <p>Cell #: Fax#: 603-518-7495</p>
<p>Architect</p> <p>Name: Tim Seaman, AGI</p> <p>Address: 15 West Seventh Street</p> <p>City/State : Covington, KY Zip Code: 41011</p>	<p>Architect Contact Information</p> <p>E-mail:</p> <p>Home #: 859-251-5400</p> <p>Work #:</p> <p>Cell #: Fax#:</p>
<p>Attorney</p> <p>Name:</p> <p>Address:</p> <p>City/State : Zip Code:</p>	<p>Attorney Contact Information</p> <p>E-mail:</p> <p>Home #:</p> <p>Work #:</p> <p>Cell #: Fax#:</p>

APPLICATION FEES:

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

<p>Level II Development (check applicable reviews)</p> <p>___ Less than 10,000 sq. ft. (\$400)</p> <p>___ After-the-fact Review (\$1,000 plus applicable application fee)</p> <p>_____</p> <p>The City invoices separately for the following:</p> <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) <p>Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.</p>	<p>Other Reviews (check applicable reviews)</p> <p>___ Traffic Movement (\$1,000)</p> <p>___ Stormwater Quality (\$250)</p> <p>___ Site Location (\$3,000, except for residential projects which shall be \$200/lot)</p> <p> # of Lots ___ x \$200/lot = _____</p> <p>___ Other _____</p> <p>___ Change of Use</p> <p>___ Flood Plain</p> <p>___ Shoreland</p> <p>___ Design Review</p> <p>___ Housing Replacement</p> <p>___ Historic Preservation</p>
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APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or thumb drive with each plan submitted as separate files, with individual file which can be found on the **Electronic Plan and Document Submittal** page of the City’s website at <http://me-portland.civicplus.com/764/Electronic-Plan-and-Document-Submittal>
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Building Inspections Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

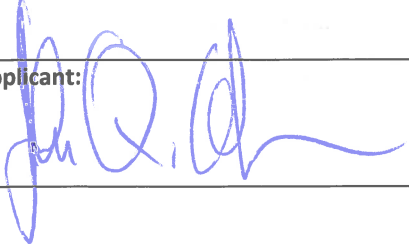
1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-527 (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

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

APPLICANT SIGNATURE:

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement’s authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 3/15/16
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PROJECT DATA

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

Total Area of Site	46,389	sq. ft.
Proposed Total Disturbed Area of the Site		sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland		
Impervious Surface Area		
Impervious Area (Total Existing)	39,660	sq. ft.
Impervious Area (Total Proposed)	28,633	sq. ft.
Building Ground Floor Area and Total Floor Area		
Building Footprint (Total Existing)	4,285	sq. ft.
Building Footprint (Total Proposed)	6,970	sq. ft.
Building Floor Area (Total Existing)		sq. ft.
Building Floor Area (Total Proposed)		sq. ft.
Zoning		
Existing	IL- Industrial Low Impact / B2 - Business Community	
Proposed, if applicable		
Land Use		
Existing	Restaurant	
Proposed	Retail	
Residential, If applicable		
# of Residential Units (Total Existing)		
# of Residential Units (Total Proposed)		
# of Lots (Total Proposed)		
# of Affordable Housing Units (Total Proposed)		
Proposed Bedroom Mix		
# of Efficiency Units (Total Proposed)		
# of One-Bedroom Units (Total Proposed)		
# of Two-Bedroom Units (Total Proposed)		
# of Three-Bedroom Units (Total Proposed)		
Parking Spaces		
# of Parking Spaces (Total Existing)		
# of Parking Spaces (Total Proposed)	35	
# of Handicapped Spaces (Total Proposed)	2	
Bicycle Parking Spaces		
# of Bicycle Spaces (Total Existing)		
# of Bicycle Spaces (Total Proposed)		
Estimated Cost of Project		

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

FINAL PLAN - Level II Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
X		1	* Completed Application form
X		1	* Application fees
X		1	* Written description of project
X		1	* Evidence of right, title and interest
X		1	* Evidence of state and/or federal permits
X		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
X		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
X		1	* Evidence of financial and technical capacity
X		1	Construction Management Plan
X		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
X		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
X		1	Stormwater management plan and stormwater calculations, including description of project, hydrology and impervious area.
X		1	Written summary of project's consistency with related city master plans
X		1	Evidence of utility capacity to serve
X		1	Written summary of solid waste generation and proposed management of solid waste
X		1	A code summary referencing NFPA 1 and all Fire Department technical standards
X		1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
X		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
X		1	* Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	Final Site Plans including the following:
X			Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);
X			Existing and proposed structures on parcels abutting site;
X			All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;
X			Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;
X			Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;
X			Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;
X			Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications;
X			Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;
X			Location of all snow storage areas and/or a snow removal plan;
X			A traffic control plan as detailed in Section 1 of the Technical Manual;
N/A			Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);
X			Location and proposed alteration to any watercourse;
X			A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;
N/A			Proposed buffers and preservation measures for wetlands;
X			Existing soil conditions and location of test pits and test borings;
X			Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;
X			A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;
X			Grading plan;
X			Ground water protection measures;
X			Existing and proposed sewer mains and connections;
X			Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;
X			Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;

- Continued on next page -

X		Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;
X		Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;
X		Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;
X		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
X		A note on the plan identifying the Historic Preservation designation and a copy of the Application for Certificate of Appropriateness, if applicable, as specified in Section Article IX, the Historic Preservation Ordinance;
X		Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;
X		An exterior lighting plan in accordance with Section 12 of the Technical Manual;
X		A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;
X		Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.



PORTLAND FIRE DEPARTMENT SITE REVIEW FIRE DEPARTMENT CHECKLIST



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

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

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

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

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



David Margolis-Pineo
Deputy City Engineer
207-874-8850
207-400-6696
dmp@portlandmaine.gov

Date: March 16, 2016

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

Site Address: 1207 Forest Ave. Portland, Maine

Chart Block Lot Number: K6NE/152/B001

Proposed Use: Retail
Previous Use: Restaurant
Existing Sanitary Flows: _____ GPD
Existing Process Flows: _____ GPD

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

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

The sanitary line will be connecting to the sewer pipe located on Allen Avenue.

Clearly, indicate the proposed connections, on the submitted plans.

2. Please, Submit Contact Information.

City Planner's Name: Jeff Levine Phone: 207-874-8720
 Owner/Developer Name: AutoZone Parts, Inc.
 Owner/Developer Address: 123 S. Front St. Memphis, TN 38103
 Phone: 901-495-7625 Fax: 901-495-8969 E-mail: kevin.murphy@autozone.com
 Engineering Consultant Name: John Adams, Milone & MacBroom, Inc
 Engineering Consultant Address: 121 Middle Street, Suite 201. Portland, ME 04101
 Phone: 207-541-9544 Fax: 207-541-9548 E-mail: jadams@mminc.com

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

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 250 GPD
 Peaking Factor/ Peak Times: _____
 Specify the source of design guidelines: (*i.e.* "Handbook of Subsurface Wastewater Disposal in Maine,"
"Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)

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

4. Please, Submit External Grease Interceptor Calculations.

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

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

5. Please, Submit Industrial Process Wastewater Flow Calculations

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

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

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



February 4, 2016

City of Portland, Maine
389 Congress Street
Portland, ME 04101
207-874-8300

RE: AutoZone - #3879 – 1207 Forest Ave/ - Portland, ME 04103

To Whom It May Concern:

AutoZone Parts, Inc. intends to develop a retail business on property located on Forest Avenue in Portland, Maine and identified on Portland Tax Map Chart K6NE, Block 152, Lot B001. AutoZone Parts, Inc. has entered into a lease agreement with the current owners, BVM Portland, LLC. We have retained the services of John Adams, P.E. and Milone & MacBroom, Inc. to assist with the design and permitting related to the development of the property as a retail use. We authorize John Adams to represent us as our agent for this project.

Respectfully,

A handwritten signature in blue ink that reads "Kevin Murphy".

Kevin Murphy
Pre-Construction Specialist
AutoZone Store Development
Tel. 901-495-7625
Fax 901-495-8969
kevin.murphy@autozone.com



**LEVEL II FINAL SITE PLAN APPLICATION
TO
THE CITY OF PORTLAND**

**AUTOZONE STORE NO. 3879
1207 FOREST AVENUE
PORTLAND, MAINE**

Prepared for:
**AUTOZONE PARTS RETAIL STORE
123 S. FRONT ST.
MEMPHIS, TN 38103**

Prepared by:
**MILONE AND MACBROOM, INC.
121 MIDDLE STREET, SUITE 201
PORTLAND, ME 04101**

MARCH 15, 2016

GENERAL WRITTEN SUBMISSIONS LIST

1. Written Description of Project

Autozone, Inc. intends to develop a 6,970 square foot retail store specializing in the sale of automotive parts and accessories, with associated parking areas, drive aisles, sidewalks, lighting and landscaping. The property is approximately 1 acre, is located in the B-2 (Business Community) zoning district and the I-L (Industrial low impact) zoning district and is identified as Chart K6NE, Block 152, Lot B001. The property was previously developed as a restaurant use building. The building and other associated improvements are to be demolished and removed. Of the four existing curb cuts, the three most interior most curb cuts will be closed. The proposed site plan will have two proposed entrances at the far side of the property lines. The driveway located on Forest Avenue will act as a right-turn in only access drive, and the driveway on Allen Avenue will have full access. The project will be served by underground electrical, telephone and data service, public water serving domestic and fire protection needs, gas service and public wastewater disposal system.

2. Evidence of right, title and interest

See attached deed and lease agreement.

3. Evidence of state and/or federal permits

See attached application form for Stormwater Permit By Rule.

4. Written assessment of proposed project's specific compliance with applicable Zoning requirements

The project is located in the B-2, Community Business and I-L, Industrial Low Impact zones. It is a commercial use building easily accessible by automobile, pedestrian and bicycles. The B-2 zone calls for a minimum street frontage of 20 feet, a maximum front yard of 10 feet and a maximum building height of 50 feet, see Layout Plan for additional details. The I-L zone calls for a pavement setback of 15 feet from a property line, see Layout Plan for additional details.

5. Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site

See stamped boundary plan sheets 1 and 2 for location and summary of easements.

6. Evidence of financial and technical capacity

See attached letter indicating the project costs and the plan to fund the project with cash.

Autozone, Inc. is one of the largest national brands specializing in the distribution and sale of automobile parts and accessories for the past 30 years. The company has a diverse group of in-house professionals in the Store Development division that are dedicated to new project development. Autozone, Inc. has the technical capacity to complete this project.

7. **Construction Management Plan**

See attached Inspection, Maintenance, and Housekeeping Plan.

8. **A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable**

Please see attached Traffic Assessment.

9. **Written summary of significant natural features located on the site (Section 14-526 (b) (a))**

There are no significant natural features located on the site.

10. **Stormwater management plan and stormwater calculations, including description of project, hydrology and impervious area.**

The proposed development consists of constructing impervious areas including pavement and building areas totaling approximately 28,633 square feet on the 1.06-acre parcel. The existing development consists of 39,660 square feet of impervious area including buildings and driveways which will be removed, for a net decrease of 11,027 square feet of impervious surface. The site is mostly level, with the driveways and parking lot draining both into the existing roadways and the grassy area behind the parking lot. According to the geotechnical report the soils on site are Fill, ranging from 5 to 6.5 feet, loose to medium dense sand from 5 to 17 feet, and interbedded layers of very soft to medium stiff clayey silt. Refusal, presumably on bedrock, was also encountered from 5.9 to 16.6 feet. A drainage swale at the back of the property has been designed to channel runoff from the site and will tie into the city's drainage system.

11. **Written summary of project's consistency with related city master plans.**

The proposed development has moved the building to the front of the property along the roadway, while parking is tucked to the side and back of the building. This is consistent with the zoning and goals of the City based on initial feedback we received from staff in prior project review meetings. This creates an inviting space more easily accessible by pedestrians and bicyclists, as well as those driving by.

12. **Evidence of utility capacity to serve**

The project will utilize the existing water main on Allen Avenue for domestic and fire protection water needs, as well as existing sewer line on Allen Avenue for wastewater needs. A letter has been requested from the Portland Water District (PWD) and will be provided to the City upon receipt from the PWD.

13. Written summary of solid waste generation and proposed management of solid waste

A dumpster will be provided on site for the temporary storage of solid waste, which will be disposed of by a qualified waste hauler.

14. A code summary referencing NFPA 1 and all Fire Department technical standards

The building will have a fire alarm system with communications to the City Fire Department. Access to the building will be provide via the two site entrances, a full-access entrance Allen Avenue, and a right-turn in-only on Forest Avenue. Access to the rear of the building will be provided via the parking lot and 30 ft. aisle. A fire hydrant is located within the adjacent street system at the corner of Forest Avenue and Bishop Street, and are located within approximately 240 ft. from the proposed building. The proposed single story building is provided with 4 different egress/ingress points on three-sides of the building.

15. Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in city of Portland Design Manual

- The site is provided with 35 parking spaces as per the B-2 Zone requirements.
- The site is provided with lighting as shown on the layout plan.
- The site will be served by two site entrances; one will be a full-access entrance on Allen Avenue and the other will be a right-turn in-only on Forest Avenue. The Allen Avenue entrance will be 30 ft. wide
- The site is a corner lot and the proposed site entrances are space approximately 240 ft. apart. The Allen Avenue entrance is spaced approximately 130 ft. from the center of the intersection of Allen Avenue and Forest Avenue, and the Forest Avenue entrance is spaced approximately 170 ft. from the center of the intersection.

16. Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements

AutoZone will spec York units which are energy efficient meeting all codes.

17. Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site

Locations of publicly accessible infrastructure are shown on the Existing Conditions Plans; Sheets 1 of 2 and 2 of 2, by VHB, Inc., 2/22/16. These include; storm drainage, sanitary sewer, gas, water, and overhead electrical, phone and cable. Access to public transit is provided on Forest Avenue and Allen Avenue.

18. Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property

See layout plan for size and location of dumpster pad on site.

19. Plans showing the location, ground floor area, floor plans and grade elevations for all buildings

Detailed Building elevations will be submitted upon receipt from AutoZone.

20. A shadow analysis as described in Section 11 of the Technical Manual, if applicable

This is not applicable to this site.

21. A note on the plan identifying the Historic Preservation designation and a copy of the Application for Certificate of Appropriateness, if applicable, as specified in Section Article IX, the Historic Preservation Ordinance.

This is not applicable to this site.

22. Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable

HVAC units will be on the rooftop and will be screened by the roof parapet. Venting will be directed to the rooftop and away from public areas.

23. An exterior lighting plan in accordance with Section 12 of the Technical Manual

See attached photometrics plan

24. A signage plan showing the location, dimensions, height and setback of all existing and proposed signs

A layout of the proposed signs (one pole mounted and one on the building face are show on the site plan). Specific signs details and dimensions are enclosed in this application as provided by Autozone.

25. Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed

See Existing Conditions plan; Sheets 1 of 2 and 2 of 2, by VHB, Inc., dated 2/22/16

MAINE REAL ESTATE TAX PAID

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, YUE HOLDINGS, INC., formerly known as WOK INN, a Maine corporation, having its principal place of business at Portland, County of Cumberland and State of Maine, for consideration paid, grants to BVM PORTLAND, LLC, a Maine limited liability company, its successor and assigns, having its principal place of business at Bronx, State of New York, whose mailing address is 2455 Sedgwick Avenue #2K, Bronx, NY 10468, with **QUITCLAIM COVENANTS**, the land in the City of Portland, County of Cumberland and State of Maine, described as follows:

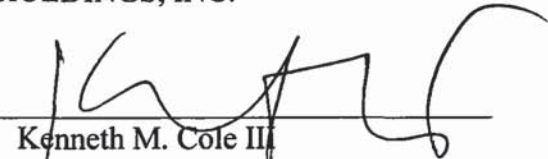
See Exhibit A hereto attached and made a part hereof.

IN WITNESS WHEREOF, it, the said Yue Holdings, Inc., has caused this instrument to be signed and sealed in its corporate name by Kenneth M. Cole III, Corporate Clerk, thereunto duly authorized, this 19 day of March, 2014.

WITNESS:



YUE HOLDINGS, INC.

By: 
Kenneth M. Cole III
Its: Corporate Clerk

STATE OF MAINE
CUMBERLAND, ss.

March 19, 2014

Then personally appeared the above named Kenneth M. Cole III, Clerk of said Corporation as aforesaid in said capacity, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Corporation.

Before me, 

~~Attorney at Law/Notary Public~~
Printed Name: Jonathan T. Harris
Commission Expires: _____

EXHIBIT A

FIRST:

A certain lot or parcel of land, with the buildings thereon, situated at Morrill's Corner so-called, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Westerly by Forest Avenue; northwesterly by Allen Avenue, easterly by a line which formerly marked the westerly line of the location of the Maine Central Railroad Company (now the Portland Terminal Company); southwestly by a line which was formerly the northeasterly line of the location of the Portland & Rochester Railroad Company (now the location of said Portland Terminal Company).

Reference is hereby made to a plan of taking recorded in the records of the County Commissioners for the County of Cumberland in Vol. 5, Page 49.

Being the same premises conveyed by warranty deed from Herbert E. Ginn, et al. to Wok Inn, dated August 15, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6875, Page 46.

This conveyance is SUBJECT TO easements granted to Central Maine Power Co. and New England Telephone and Telegraph Co.

This conveyance is further SUBJECT TO a Notice of Layout and Taking by the Maine Department of Transportation dated June 26, 2002 and recorded in said Registry of Deeds in Book 18020, Page 286.

SECOND:

A certain lot or parcel of land situated on the easterly side of Forest Avenue in the City of Portland, County of Cumberland and State of Maine described as follows:

Beginning at a point on the easterly sideline of Forest Avenue at the southwestly corner of land now or formerly of Wok Inn described in Deed 6875 Page 46;

Thence, N 87° 18' 40" E along land of said Wok Inn 213.76 feet to a point;

Thence Southeasterly across land of Portland Terminal Company along a curve to the left having a radius of 1513.12 an arc length of 134.62 feet to a point 22 feet from and normal to Baseline Station 138 + 36.89 from valuation section 1-B which curve has a chord of S 43° 30' 16" E and 134.58 feet;

Thence northwesterly along a curve to the left having a radius of 1273.00 an arc distance of 303.04 feet to a point on the easterly sideline of Forest Avenue which point is 22 feet from and normal to Baseline Station 141 + 34.78 from valuation section 1-B which curve has a chord of N 78° 38' 44" W and 302.35 feet;

Thence N 19° 08' 02" W along the easterly sideline of Forest Avenue 29.70 feet to the point of beginning containing 12,833 square feet.

Reference is made to a plan entitled "Plan of Land on Forest Avenue Portland, Maine to be conveyed by owner of record Portland Terminal Company to SS Morrills, LLC" dated February 3, 2005 by Owen Haskell, Inc.

Being the same premises conveyed by quitclaim deed with covenant from SS Morrills, LLC to Yue Holdings, Inc., dated August 25, 2009 and recorded in said Registry of Deeds in Book 27211, Page 249.

SUBJECT TO the reservations, conditions, covenants and agreements set forth in that certain deed from Portland Terminal Company to SS Morrills, LLC dated March 24, 2005 and recorded in said Registry of Deeds in Book 22477, Page 21.

Received
Recorded Register of Deeds
Mar 20, 2014 08:44:30A
Cumberland County
Pamela E. Lovley

GROUND LEASE

THIS GROUND LEASE (the "Ground Lease" or sometimes referred to herein as the "Lease") is made and entered into as of the 15th day of January, 2015, by and between **BVM Portland, LLC, a Maine limited liability company** ("Landlord") and **AutoZone Development LLC, a Nevada limited liability company** ("Tenant"). The following exhibits are attached hereto and incorporated herein by reference:

- Exhibit "A"** Legal Description(s)
- Exhibit "B"** Site Plan (aerial photo)
- Exhibit "C"** Title Exceptions
- Exhibit "D"** Form of Subordination, Non-Disturbance and Attornment Agreement
- ~~**Exhibit "E"** Form of Subordination, Non-Disturbance and Attornment Agreement~~
- Exhibit "F"** Sample Memorandum of Lease
- Exhibit "G"** EFT Information Form and EFT Addendum
- Exhibit "H"** Prohibited Uses

NOW, THEREFORE, in consideration of the agreements, promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **EFFECTIVE DATE:** This Ground Lease shall be effective when it has been signed by both parties, as of the date first set forth above (the "Effective Date"). Landlord and Tenant agree to execute five (5) separate execution copies of this lease, with two (2) of said fully executed originals to be retained by Landlord, and three (3) of said fully executed originals to be retained by Tenant. The submission of this Ground Lease for examination does not constitute a reservation or option for the Demised Premises and this Ground Lease (a) shall have no legal or binding effect until it has been fully executed by the parties, and (b) shall become effective as a binding agreement only upon the Effective Date. Execution and delivery of this Ground Lease by exchange of copies bearing the facsimile signature of a party, whether by facsimile transmission, or by other electronic means such as email, shall constitute a valid and binding execution and delivery of the Ground Lease by such party.

2. **DEMISED PREMISES:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms, covenants and agreements and subject to the conditions set forth herein, certain premises located in the City of Portland, County of Cumberland, State of Maine, containing approximately 1.0243 acres or 44,619 square feet of land, fronting on Forest Avenue, known as 1207 Forest Avenue, Portland, Maine 04103 (also identified as Portland Tax Map 152, Block B, Parcel 1), and as more particularly described in Exhibit "A" and shown outlined on Exhibit "B" (the "Demised Premises" or sometimes referred to herein as the "Premises") hereto, together with any and all buildings and improvements thereon and all rights, rights of way, easements and privileges appurtenant thereto. The Demised Premises may be surveyed by Tenant and the metes and bounds description accompanying said survey shall be attached and incorporated into the Lease as the legal description for the Demised Premises, provided that such ~~survey is sealed and signed by the surveyor and certified to Landlord by the surveyor in a manner~~ reasonably acceptable to Landlord.

3. **TERM OF GROUND LEASE:** The term of this Ground Lease (the "Term") shall be for a period of fifteen (15) years, which shall commence on the first day of the month following the earlier of: (i) the date that Tenant first opens for business with the public at the Demised Premises, or otherwise commences normal use of the Demised Premises (other than development or construction activities); or (ii) one hundred twenty (120) days after the end of the Approval Period (as defined herein) (the "Commencement Date"). If the Commencement Date does not fall on the first day of a month, the Term shall be increased by the number of days from the Commencement Date to the first day of the first month after the Commencement Date. Tenant agrees to pay the first monthly installment of Rent to the Landlord on the Commencement Date, ~~or if the Commencement Date is not the first day of a month, on the first day of the first month~~ following the Commencement Date, and in such event the first payment of Rent shall include a prorated amount of Rent for the partial month containing the Commencement Date.

Subject to all of the terms and conditions of this Ground Lease, Tenant may use and enjoy the Demised Premises for the purposes permitted by this Ground Lease free from payments of Rent and Additional Rent until the Commencement Date.

~~Notwithstanding anything to the contrary contained herein, in no event shall the Term of this Lease commence nor shall Tenant be obligated to commence the payment of Rent and Additional Rent (each as defined in Section 5 of this Ground Lease) before Tenant has accepted~~

the Demised Premises pursuant to Section 6 of this Ground Lease (ACCEPTANCE AND DELIVERY).

3.1 **Option To Cancel:** Tenant may terminate this Ground Lease for any reason whatsoever at any time prior to ninety (90) days after the Effective Date, by written notice of termination delivered to Landlord prior to the expiration of ninety (90) days after the Effective Date. Any such written notice that is timely given shall automatically terminate this Ground Lease, and neither party shall have any liability to the other. If no such notice of termination is delivered to Landlord prior to the expiration of ninety (90) days after the Effective Date, then Tenant's right to terminate pursuant to this Section shall automatically thereupon expire and become void. Said period of ninety (90) days immediately following the Effective Date is sometimes referred to herein as the "Due Diligence Period."

4. **OPTIONS TO EXTEND:** Landlord hereby grants to Tenant the option to extend the Term for four (4) separate, successive periods (the "Extension Periods") of five (5) years each, commencing at the expiration of the initial Term, or at the expiration of the initial Term as previously extended, as the case may be, upon all the terms and conditions of this Lease (except for provisions relating to extensions of the Term, which shall not in any event exceed twenty (20) years of extensions in the aggregate), with the Rent (as defined herein) during each extension term to be as set forth in Section 5 below. Each of said successive options to extend the Term shall be automatically and conclusively deemed exercised by Tenant without any requirement of notice to or action by any party, on each date that is six (6) months prior to the expiration of the initial Term or of any previously exercised Extension Periods of this Lease (each called the "Automatic Extension Date"), unless prior to the Automatic Extension Date, Tenant gives written notice to Landlord that Tenant will not exercise any further options to extend the Term. Any such notice of non-extension shall have the effect of terminating all future extensions of this Lease that have not yet been exercised, but shall have no effect on any previous extensions that have already been exercised. Tenant may exercise an option to extend only if Tenant (i) is not at the Automatic Extension Date or at the beginning of the Extension Period in default under this Lease (beyond applicable notice and cure periods) (ii) is occupying the entire Demised Premises, and (iii) has neither sublet nor assigned any interest in this Lease or in the Demised Premises to any party (other than to a Permitted Assignee, as defined below) without the consent of Landlord, and Landlord may at its option declare any

automatic extension void and of no effect if any of the conditions described in this sentence have not been met at the time of such automatic extension, and in such event the Term shall expire, without any right of the Tenant to further extend the same, as of the end of the then-current term. Upon any such automatic extension, the Extension Period shall become part of the Term.

5. **RENT AND ADDITIONAL RENT:** (a) **Rent:** Tenant shall pay to Landlord as base rent ("Rent") for the Demised Premises at the rates set forth below, for the periods indicated:

<u>LEASE YEARS</u>	<u>ANNUAL BASE RENT</u>	<u>MONTHLY INSTALLMENT</u>
--------------------	-------------------------	----------------------------

Initial Term:

1 - 10

11-15

Extension Periods (if exercised):

16-20

21-25

26-30

31-35

\$

All Rent is payable in advance, on the first (1st) day of each and every month, in twelve (12) monthly installments. All Rent installments shall be paid without prior notice or demand and without setoff or deduction of any kind to Landlord (unless expressly provided for herein) at its address given in Section 23 of this Lease, or to such other person or place as Landlord or its authorized agent may from time to time designate to Tenant in writing at least ten (10) days prior to the date when the next Rent payment is due. Tenant shall cause payment of Rent and of all

other rent and charges, as the same may be adjusted from time to time, to be received by Landlord in lawful money of the United States, on or before the day on which it is due under the terms of this Lease. For all purposes of this Lease, a "Lease Year" shall mean that 12-month period commencing on the date when the first payment of Rent becomes due, or commencing on the anniversary thereof each year. Landlord agrees to accurately complete, sign and deliver to Tenant an Internal Revenue Service Form W-9. It is the intention of the parties that the Rent payable under this Lease shall be net to Landlord, so that this Lease shall yield to Landlord the net rental specified herein during the Term of this Lease, and that all taxes, insurance, costs, operating expenses and all other expenses and obligations of every kind and nature whatsoever relating to the Demised Premises, whether foreseen or unforeseen, shall be paid in full and in a timely fashion by Tenant, commencing upon Delivery of the Demised Premises to Tenant. The annual Rent, the additional rent for taxes, all as set forth and described herein, together with all items of additional rent referred to in this Lease, are sometimes collectively hereinafter called the "Rent." All monetary obligations of Tenant under the terms of this Lease are deemed to be Rent, regardless whether the same are payable to Landlord.

Landlord may assess, and Tenant shall pay, as additional rent, a late payment fee of five percent (5%) of the amount of all Rent due and owing on any amounts not paid within five (5) days of the original due date. Acceptance of such late payment fee by Landlord shall neither constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of its other rights and remedies granted hereunder. If any check given to Landlord by Tenant is not honored by the bank on which it is drawn, Landlord may impose a service charge of \$50 on Tenant, or such larger amount as is charged by Landlord's depository institution in connection with such returned item, and Landlord may require all future payments made under this Lease by Tenant to be made only by wire transfer or bank check. In addition to the foregoing, and not in lieu thereof, any payment required of Tenant under this Lease that is not fully paid within thirty (30) days of the date when due shall bear interest at the rate of Twelve Percent (12%) per annum from the date when it is 30 days past due until paid in full.

(b) ~~Additional Rent:~~ In addition to Rent, as hereinabove set forth, Tenant shall also pay as Additional Rent hereunder, without notice, demand, offset or deduction of any kind (unless expressly provided for herein), punctually on or before their due date, all taxes, assessments

and other impositions generally or specially assessed, and other governmental impositions and charges of every kind and nature whatsoever on the Demised Premises or any portion thereof, extraordinary as well as ordinary, imposed or payable at any time from and after the Commencement Date, or for or relating to any period after the Commencement Date, upon or against the Demised Premises, including the land and all buildings, improvements, furniture, fixtures, equipment, other personal property and improvements now or hereafter located on the Demised Premises, whether assessed in the name of Landlord, as fee owner, or in the name of Tenant, or otherwise, and all other governmental impositions and charges arising out of or in connection with the rental, operation, possession, ownership, occupancy or use of the Demised Premises or any portion thereof by Tenant during the Term, assessed by any federal, state, county, municipal or other governmental entity (collectively called the "Taxes"), and each and every installment thereof which shall or may during the Term of this Lease be charged or assessed, with respect to the Demised Premises or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, or regulations whatsoever (all of which shall also be included in the term "Taxes" as heretofore defined). Tenant shall have the right to require any subtenant(s) or assignees of the Demised Premises to assume responsibility to pay all or any portion of said Taxes, but Tenant shall, notwithstanding any such assumption of liability or responsibility by any one or more such subtenants or assignees, remain fully liable to Landlord hereunder for the payment of all Taxes. The Taxes shall include, without limitation, all real estate taxes, betterments assessments (special or general, ordinary or extraordinary), water and sewer taxes, and any other charges made by a public authority which upon assessment or upon failure of payment become a lien upon the Demised Premises or any portion thereof, whether or not resulting from any changes in applicable law or other events occurring after the execution of this Lease. In the event Landlord is required to pay to any taxing authority any amount as sales taxes, gross receipt taxes, "rent taxes", or any tax of like nature specifically measured as a percentage of, or fraction of, or other factor based upon the rent payable hereunder and such tax is imposed in lieu of real estate taxes, then such amounts shall be treated as Taxes hereunder. In addition, in the event Landlord is required to pay to any taxing authority any amounts as income taxes which are in lieu of real estate taxes, then such amounts shall be treated as Taxes hereunder. Without limitation of the foregoing, Tenant shall pay or cause to be paid when due all taxes assessed against or levied upon all furnishings, equipment and all other personal property of Tenant assessed separately from the property of Landlord, including but not limited to all taxes

assessed during the Term of this Lease against any leasehold interest of Tenant or personal property of any kind owned or placed in, upon or about the Demised Premises by Tenant or those holding under Tenant. All of such personal property taxes shall be included in the Taxes under this Lease.

Except as specifically provided herein to the contrary with respect to taxes in lieu of real estate taxes, Tenant is not obligated to pay any franchise, excise, estate, inheritance, income or similar tax that is or may become payable by Landlord or that may be imposed against Landlord or against the rents payable under this Lease, or upon Landlord's income or profits by reason of any law now in force or later enacted.

The parties will make a prorata adjustment with respect to the commencement and ending of Tenant's tax liability if the commencement or ending of Tenant's liability for Taxes ~~does not coincide with the relevant tax year. Tenant may obtain tax bills relating to the Demised~~ Premises directly from all taxing authorities, and Landlord agrees to cooperate reasonably with any such effort. Tenant will pay all Taxes directly to the taxing authority, with a copy to Landlord in each instance.

If the Demised Premises are assessed as part of a larger parcel, Landlord shall pay all taxes on the larger tax parcel prior to delinquency, and Tenant shall reimburse Landlord for Tenant's equitable share of such taxes within thirty (30) days of receipt of billing therefor together with copies of the paid tax receipts. Tenant's said equitable share shall include all taxes due based upon the assessed value of the improvements to the Demised Premises, and an equitable percentage of the taxes due based on the value of the land included in the larger parcel, which Tenant's said equitable percentage of land value being determined by dividing the area of the Demised Premises by the area of the larger parcel. If so requested by Tenant, Landlord and Tenant shall cooperate in reasonable attempts to have the Demised Premises assessed as a separate tax parcel, at Tenant's sole cost and expense.

Tenant shall have the right, at its sole cost, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of real estate taxes assessed or levied upon the Demised Premises and any buildings and improvements located thereon. If required by law, Tenant may take such action in the name of Landlord who shall fully cooperate with Tenant to the extent reasonably required by Tenant, without cost to Landlord.

Landlord shall not seek or join in any request for a special assessment or an assessment, benefit or improvement district that is intended to result, in either case in a special

assessment against the Demised Premises or in an assessment or benefit district including the Demised Premises that would result in a special assessment against the Demised Premises, without either (a) the prior written consent of Tenant or (b) Landlord's written agreement (in form satisfactory to Tenant) that Landlord, and not Tenant, shall be responsible for payment of the special assessment or assessments resulting from such action by Landlord.

(c) **Electronic Funds Transfer**: Landlord acknowledges and agrees that unless and until Landlord later chooses not to accept payment of Rent or Additional Rent from Tenant by Electronic Funds Transfer (EFT), Tenant may make payment of Rent and Additional Rent to Landlord by using an EFT. In connection therewith, Landlord shall furnish the information contained in Exhibit "G" and Landlord and Tenant shall sign the EFT Addendum in the form set forth in Exhibit "G".

6. **ACCEPTANCE AND DELIVERY**: Provided that Tenant has not previously and timely exercised a right to terminate this Lease pursuant to Tenant's rights hereunder, Landlord shall deliver the Demised Premises to Tenant in "as is" condition within thirty (30) days after the end of the Approval Period (as defined in Section 21 below), free and clear of all tenants and parties in possession (other than Tenant and its employees, agents and contractors), but the Demised Premises need not be free from the property of Landlord or others, including buildings and improvements thereon, and Tenant agrees to accept such delivery of the Demised Premises from Landlord. (Such delivery by Landlord to Tenant is called "Delivery" herein.) The foregoing notwithstanding, Tenant shall not be required to accept Delivery of the Demised Premises from Landlord until the Landlord has delivered to Tenant: (i) a Subordination, Non-Disturbance and Attornment Agreement signed by any then current mortgage holder on the Demised Premises, in the form attached to this lease as Exhibit "D", or in such mortgage lender's standard form, and (ii) a completed IRS Form W-9 reflecting Landlord's tax ID number. By its acceptance of Delivery of the Demised Premises from Landlord, Tenant acknowledges and warrants to Landlord as of the date of delivery that (a) Tenant has made all such inspections and investigations of the Demised Premises as Tenant deems necessary or desirable, and assumes all responsibility therefor and all risks thereof as the same relate to Tenant's occupancy of the Demised Premises and/or the Term of this Lease, (b) neither Landlord, nor any of Landlord's agents, has made any oral or written representations or warranties with respect to said matters other than as may be expressly set forth in this Lease, and (c) Tenant hereby accepts the Demised Premises in their condition AS IS, WITH ALL FAULTS and WHERE IS in all respects whatsoever. Upon Tenant's acceptance of Delivery,

the Tenant shall have no further rights to terminate this Lease except as stated in Sections 7 (new title matters) and 13 (Condemnation). Landlord and Tenant acknowledge that Landlord may have made and may continue to make available to Tenant pursuant to the terms of this Lease or otherwise, various information, including copies of surveys, reports, engineering reports, title reports and/or title insurance commitments or policies, environmental reports, and other materials (collectively called "Landlord's Records"), to assist Tenant in connection with Tenant's investigations and evaluation of the Demised Premises. Landlord and Tenant agree (1) that Landlord has not made, and does not make, any warranty or representation regarding the accuracy, completeness or any other aspect of any of said Landlord's Records, and (2) that such Landlord's Records have been provided to Tenant solely for what they may be worth, and (3) that Landlord shall have no responsibility or liability to Tenant or otherwise, for or in any connection with ~~any inaccuracy, incompleteness or other fault of any of said Landlord's Records, and (4) that any~~ reliance of Tenant upon any of the Landlord's Records is solely at Tenant's own risk.

7. **TITLE AND QUIET POSSESSION:** (a) Landlord represents that the matters as set forth on Exhibit "C" are the only recorded encumbrances on the Demised Premises of which Landlord has actual knowledge, without any duty to investigate, as of the date of Landlord's execution of this Lease. Landlord hereby further represents to Tenant that Landlord has full right and lawful authority to make this Ground Lease. If Tenant does not terminate this Lease pursuant to its right to do so under Section 3.1 (a), such failure to terminate shall constitute a confirmation and acknowledgment by Tenant that it has had an adequate opportunity to review the title to the Demised Premises, and accepts such title (including but not limited to all matters that would be shown by an accurate survey of the Demised Premises) in its condition as of the Effective Date, in all respects whatsoever. All easements and other matters of record relating to or affecting title to the Demised Premises in any way as of the Effective Date, including any rights of way, utility easements, and other matters of any kind, together with all subleases and other arrangements that may be entered into hereafter by Tenant, and any rights of access granted or provided by Tenant to any person or entity, any mortgage or other interests granted as security for any obligation by Tenant, and all other rights, interests and other matters that may be granted or created at any time hereafter by Tenant, or which Tenant may have requested or ~~sought, or as to or for which Tenant may have requested Landlord's consent (even if signed by~~ Landlord), such as utility and other easements, shall be considered "Permitted Encumbrances" hereunder, and are hereby accepted and consented to by Tenant. Tenant shall have no right to

object to or require Landlord to address any of the Permitted Encumbrances in any way, or in any circumstances.

If any encumbrance on the Demised Premises arising out of any activities of Landlord (and specifically excluding any such encumbrance arising out of any activities of Tenant or of Tenant's agents, employees or contractors on or with respect to the Demised Premises or any portion thereof) is recorded against the Demised Premises after the Effective Date but before the execution by Landlord and delivery to Tenant of a Memorandum of Lease pursuant to Section 19 below, that materially and adversely affects Tenant's ability to use the Demised Premises for the intended purposes hereunder, then Tenant may, in its sole and absolute discretion, and as Tenant's sole remedy and recourse for such encumbrance, terminate this Lease by delivering thirty (30) days' written notice to Landlord not more than fifteen (15) days after Tenant first becomes aware of such new encumbrance, provided that such encumbrance has not been removed of record at the effective time of such termination. If such a notice of termination is given and any such new encumbrances caused or created by Landlord have all been removed of record on or prior to the effective date of such notice of termination, then such notice of termination shall be void and this Lease shall continue in full force and effect. If no such notice of termination is delivered to Landlord within thirty (30) days after the execution by Landlord and delivery to Tenant of a Memorandum of Lease hereunder, then Tenant's right to terminate pursuant to this Section shall automatically thereupon expire and become void. In the event of a mortgage or other financing instrument created by Landlord, such instrument shall be deemed to have been "removed of record" for purposes of this Section 7(a) if Landlord shall obtain a Subordination, Non-Disturbance and Attornment Agreement signed by the holder of such mortgage or other instrument, in accordance with the provisions of Section 9, and shall deliver the same to Tenant.

(b) So long as the Tenant shall observe and perform all of Tenant's covenants and agreements binding on it hereunder, the Tenant shall at all times during the Term herein granted peacefully and quietly have and enjoy possession of the Demised Premises without encumbrance or hindrance by, from or through the Landlord, subject to all of the terms and provisions of this Lease.

(c) Landlord shall not install or maintain any signs on any part of the Demised Premises or within the air space above the Demised Premises during the Term.

8. **DUE DILIGENCE: (a) Title Examination and Survey:** Landlord shall deliver to Tenant within ten (10) days of the Effective Date a copy of Landlord's title insurance policy relating to the Demised Premises, and any boundary surveys that Landlord may have in its possession relating to the Demised Premises. Such materials shall without limitation constitute Landlord's Records for all purposes of this Lease. Tenant may order and obtain, at Tenant's sole cost and expense and prior to the expiration of the Due Diligence Period: (i) an examination of the title to the Demised Premises, and a commitment for title insurance on Tenant's leasehold estate in the Demised Premises, together with copies of all documents which create exceptions to title set forth therein; and (ii) a survey, at Tenant's expense, of the Demised Premises with the topographical information and other information required by Tenant. Tenant shall have until the expiration of the Due Diligence Period to notify Landlord of Tenant's objections to any exceptions to title and survey thus disclosed to Tenant. ~~If the results of any of the foregoing are unacceptable to Tenant, then Tenant~~ may terminate this Ground Lease by written notice given to the Landlord of such termination prior to the expiration of the Due Diligence Period, and upon such termination neither party shall have any further obligations or liabilities to the other hereunder, provided that Tenant shall nevertheless remain obligated to repair and restore the Demised Premises pursuant to the provisions of Section 8(b) hereinbelow. If no such notice of termination is delivered to Landlord prior to the expiration of the Due Diligence Period, then Tenant's right to terminate pursuant to this Section for ~~encumbrances of record or survey matters as of the Effective Date, shall automatically thereupon~~ expire and become void. Any objections to title or survey that existed as of the Effective Date shall be deemed Permitted Encumbrances for all purposes hereunder if not objected to by Tenant by notice in writing to Landlord prior to the end of the Due Diligence Period, and Tenant waives all objections to all such matters. Tenant shall promptly (and in any event within fifteen (15) days after ~~Tenant's discovery thereof~~) ~~notify Landlord of any objections by Tenant to exceptions to title and/or~~ survey first appearing of record, or otherwise first arising or occurring, after the Effective Date, and that were not disclosed to Tenant on the original commitment and/or survey ordered and received by Tenant, and Tenant shall have the rights set forth in Section 7(a) with respect to such new encumbrances, to the extent they were caused or created by Landlord, and not by Tenant.

The Tenant's policy of title insurance shall be an ALTA Extended Coverage policy, in form approved by Tenant, insuring Tenant's leasehold estate in the Demised Premises with general, ~~standard and pre-printed exceptions deleted (and/or covered by an endorsement)~~ and shall specifically insure the boundary lines of the Demised Premises and/or shall specifically insure the survey's metes and bounds legal description of the Demised Premises (and any easements

appurtenant thereto) and shall be paid for by Tenant. Said policy of title insurance may also contain, as additional coverage, a standard ALTA approved escalator clause in an amount to be determined by Tenant, in its sole and absolute discretion, for Tenant's improvements to the Demised Premises, which shall be paid for by Tenant.

Upon request, Landlord shall execute and deliver to the title insurer a customary Landlord's affidavit regarding mechanics' liens created by Landlord and regarding persons in possession, and such other documents as may be reasonably requested by Tenant and/or the title insurer insuring Tenant's title to the Demised Premises that do not impose any liability or obligation upon the Landlord, in order to issue the leasehold title insurance policy as required in this Ground Lease, or Tenant may terminate this Ground Lease by notice in writing to Landlord prior to the end of the Due Diligence Period (as defined herein), and upon such termination neither party shall have any ~~further obligations or liabilities to the other hereunder, provided that Tenant shall nevertheless~~ remain obligated to repair and restore the Demised Premises pursuant to the provisions of Section 8(b) hereinbelow. If no such notice of termination is delivered to Landlord prior to the expiration of the Due Diligence Period (as defined herein), then Tenant's right to terminate pursuant to this provision shall automatically thereupon expire and become void.

Upon request in writing by Landlord at any time, Tenant shall promptly (within fifteen (15) days) deliver to Landlord full, full-sized copies of the Title Commitment and survey. The survey shall, in addition to any other certifications, be certified to Landlord and its mortgagee with certification language reasonably acceptable to Landlord, and shall be prepared, signed and sealed by a licensed Maine land surveyor.

(b) Soil Borings, Soil Tests and Environmental Tests: Landlord shall deliver to Tenant within ten (10) days of the Effective Date any and all soil reports and/or environmental reports that Landlord may have in its possession (if any) relating to the Demised Premises, which soils reports and environmental reports shall without limitation constitute Landlord's Records for all purposes of this Lease. Tenant may order and obtain, at Tenant's sole cost and expense, and within the Due Diligence Period, soil borings, sampling and laboratory tests containing information required by Tenant's architects and engineers, endangered species reports, and environmental assessments, reports, studies and tests, including, but not limited to, sampling and testing for Hazardous Substances (as defined herein), in order to determine whether the Demised Premises are suitable ~~for Tenant's purposes. Tenant agrees to conduct an asbestos survey of the Demised Premises~~ during the Due Diligence Period, and Tenant agrees that Tenant will give a copy of the final asbestos report to Landlord without charge therefor, within ten (10) days after the same has been

completed. Tenant further agrees to provide to Landlord copies of all estimates received by Tenant to abate, remove and otherwise mitigate and deal with all asbestos and other Hazardous Materials that may be on, at, or under the Demised Premises, within ten (10) days after Tenant receives the same. Tenant shall have until the expiration of the Due Diligence Period to notify Landlord, in writing, of any conditions shown by said test results which are unacceptable to Tenant. If the results of any of the foregoing are unacceptable to Tenant, then Tenant may terminate this Ground Lease by written notice given to the Landlord of such termination prior to the expiration of the Due Diligence Period, and upon such termination neither party shall have any further obligations or liabilities to the other hereunder, provided that Tenant shall nevertheless remain obligated to repair and restore the Demised Premises pursuant to the provisions of this Section 8(b).

~~Tenant shall fully and promptly repair and restore the Demised Premises, repairing any and all damage caused by Tenant's and its employees' and contractors' entries, soil borings, samplings, tests and other activities upon the Demised Premises for the purposes described in this Section 8. Notwithstanding anything contained herein to the contrary, except as provided in Section 30 below, Tenant shall not be liable nor responsible for the clean-up or remediation of any Hazardous Substances discovered on the Demised Premises during Tenant's due diligence hereunder, beyond repairing the surface and any other disturbed portions thereof to their condition prior to Tenant's activities on the Demised Premises. Landlord shall allow Tenant and its employees, agents and contractors the right to access the Demised Premises to perform the survey, soil borings, sampling and tests and environmental tests, during the Due Diligence Period. In the event Tenant terminates this Ground Lease as provided herein, each of the parties shall execute any and all reasonable termination documents requested by the other party for the purpose of establishing the termination of this Lease and of all of Tenant's rights hereunder as a matter of record. If no such notice of termination is delivered to Landlord prior to the expiration of the Due Diligence Period, then Tenant's rights to terminate pursuant to this Section 8 shall automatically thereupon expire and become void.~~

9. **SUBORDINATION AND NON-DISTURBANCE:** If a Mortgage exists on the Demised Premises prior the recording of the Short Form Lease, then Landlord shall, at or prior to the expiration of the Due Diligence Period, furnish to Tenant a "Non-Disturbance and Attornment Agreement" (an "NDA") in substantially the form of Exhibit "D" attached hereto, or in another commercially reasonable form that is reasonably acceptable to the holder of such Mortgage

("Mortgagee") and to Tenant, executed by the Mortgagee. If Landlord fails to obtain and furnish the NDA to Tenant within the time required hereunder, then Tenant may terminate this Ground Lease by thirty (30) days' notice in writing given to Landlord within thirty (30) days after the expiration of the time for Landlord to furnish the same to Tenant hereunder, which notice shall be void if Landlord provides the NDA to Tenant prior to the effective date and time of such termination notice. Upon any such termination neither party shall have any further obligations or liabilities to the other hereunder, provided that Tenant shall nevertheless remain obligated to repair and restore the Demised Premises pursuant to the provisions of Section 8(b) herein.

Landlord and its successors and assigns in fee ownership of the Demised Premises shall at all times during the Term, have the unrestricted right and power to mortgage, pledge, or otherwise create any security or other liens or encumbrances upon or affecting the fee interest in the Demised Premises, or any part or parts thereof, including in such mortgaged property all rights and easements appurtenant thereto at any time and from time to time, and also to pledge and collaterally assign all or any portion of the Landlord's interest under this Lease, and the unrestricted right and power to modify, extend, renew, replace, consolidate, refinance or otherwise change or affect any mortgage or collateral assignment at any time or from time to time created by Landlord or by any previous owner of the fee interest in the Demised Premises. Any such mortgage of all or any portion of the fee interest in the Demised Premises, and any collateral assignment of the Landlord's interest under this Lease, are hereinafter collectively referred to as a "Fee Mortgage." A Fee Mortgage may secure any obligation incurred or undertaken by Landlord for any purpose. No notice to or consent by Tenant shall be required for any such Fee Mortgage to be granted by Landlord. Landlord agrees, however, to obtain from the grantee of any Fee Mortgage existing on the Demised Premises at the date of this lease, and from the grantee of any subsequent Fee Mortgage granted by Landlord, an agreement under which such mortgagee shall agree not to disturb the occupancy or possession of the Tenant under this Lease so long as the Tenant is not in default hereunder beyond any applicable cure period, which agreement may be substantially in the form of **Exhibit "E"** attached hereto if such form is acceptable to the mortgagee. Tenant agrees to enter into an agreement in substantially the form attached hereto as **Exhibit "E"**, or such other commercially reasonable form as may be required by any such mortgagee, without charge to or reimbursement by Landlord, within twenty (20) days after any request therefor made from time to time by Landlord, with any actual or proposed holder of any Fee Mortgage. In the event that the Tenant shall fail or neglect to execute, acknowledge and deliver any such instrument within

said twenty (20) day period, it shall be a default under this lease entitling Landlord to exercise any default remedies hereunder, provided that such twenty (20) day period for execution and delivery of any such instruments shall be extended by the reasonable time necessary (not to exceed a total of 45 days) for Tenant's good faith and diligent efforts to negotiate reasonable changes to the proposed form or substance of any such proposed instrument, and Tenant shall not be deemed to be in default by reason of a failure to execute and deliver such instruments within said extended period of time. Landlord alone shall be entitled to all of the proceeds from any such Fee Mortgage at any time and from time to time granted by Landlord, and Tenant shall not be entitled to, shall not receive, and shall have no interest in, such proceeds or any part thereof.

As used herein, the term "Mortgage" shall include, without limitation, a deed of trust, and the term ~~"Mortgagee" shall include, without limitation, the holder of a deed of trust.~~ Landlord shall have and retain the right to Mortgage its fee interest in the Demised Premises, and if any Mortgagee so requests, or if Landlord so elects, this Ground Lease shall be subject and subordinate to any Mortgage covering the Demised Premises and to all renewals, modifications, consolidations, replacements and extensions thereof; provided that, Mortgagee executes and delivers to Tenant, acknowledged and in recordable form, three (3) original counterparts of a "Subordination, Non-Disturbance and Attornment Agreement" (the "SNDA") substantially in the form of **Exhibit "E"** attached hereto, or in another commercially reasonable form that is reasonably acceptable to the Mortgagee and to Tenant, executed by the Mortgagee. Upon receipt of the said executed and acknowledged counterpart Subordination Agreements, Tenant agrees promptly to execute, acknowledge and return one (1) (or more, if requested by Mortgagee and Mortgagee has signed sufficient copies so that Tenant can retain two originals thereof) of the counterpart SNDAs to Landlord.

10. **TENANT'S RIGHT TO MORTGAGE:** (a) Tenant and every successor and assign of Tenant under this Lease shall at all times during the Term hereof, have the unrestricted right and power to mortgage, pledge, collaterally assign or otherwise create any security or other liens or encumbrances upon or affecting the Tenant's leasehold interest in the Demised Premises, to or in favor of a Lending Institution (defined below), without Landlord's prior written consent, ~~to secure any obligation incurred or undertaken by Tenant, under one or more~~ leasehold mortgage(s) given to a Lending Institution, and to assign to such Lending Institution the Tenant's interest under this Lease, or any part or parts thereof, and any subleases

hereunder, as collateral security for such mortgage(s), upon the condition that all rights acquired under such mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord herein, none of which covenants, conditions, restrictions, rights or interests is or shall be waived by Landlord by reason of the right given to Tenant herein so to mortgage its interest under this Lease. Any such mortgage to a Lending Institution of all or any portion of the Tenant's interest in the Demised Premises, and any collateral assignment of the Tenant's interest under this Lease (and/or of the Tenant's interest under any subleases), are hereinafter collectively referred to as a "Leasehold Mortgage". For the purposes of this Lease the term "Lending Institution" shall mean any insurance company, bank or trust company; municipality or other governmental subdivision; college, university, charitable institution or union; pension, profit or retirement fund or trust; governmental agency or fund; real estate investment trust or any other financial or lending institution whose loans on real estate or with respect thereto are regulated by state or federal law. The term "Leasehold Mortgage" as used herein, shall include both so-called permanent financing and so-called interim building and/or construction loan financing, and all advances thereunder. All of the provisions hereof which shall apply with respect to Tenant's obligations with respect to permanent financing shall apply as well to such so-called interim building and/or construction loan financing, and all advances thereunder. Any Leasehold Mortgage may contain so-called open-end provisions for further advances thereunder. All the provisions of this Section 10 shall apply to such subsequent advances as fully and with the same force and effect as with respect to the original advance and loan. The terms "Fee Mortgage" and "Leasehold Mortgage," whenever used herein, shall include whatever security instruments are used in the locale of the Demised Premises, such as, without limitation, deeds of trust, security deeds and conditional deeds, as well as financing statements, security agreements and other documentation required or available pursuant to the Uniform Commercial Code.

(b) Upon execution and recordation of any such Leasehold Mortgage, Landlord shall be furnished with the address to which Tenant desires copies of notices to be mailed. Tenant shall require any Tenant's Mortgagee to notify Landlord of any material default on the part of Tenant under the terms and provisions of any such Mortgage. Landlord agrees to cooperate reasonably with Tenant in obtaining a leasehold Mortgage on the property, without any obligation on Landlord to incur any cost or assume any liability or obligation in connection therewith. In particular, Landlord agrees to provide a commercially reasonable Estoppel Agreement in a form

reasonably acceptable to Landlord and its counsel, with any actual or prospective leasehold mortgagee of Tenant's leasehold interest hereunder, upon Tenant's request therefor from time to time, not to exceed two (2) such requests in any three (3) calendar months. The foregoing notwithstanding, in no circumstances whatsoever shall the Landlord be required to join in, or sign, any Leasehold Mortgage given by Tenant, or any other documentation related to any such Leasehold Mortgage, for any purpose, except only for the Estoppel Certificate specifically addressed in this Section. In particular, but without limitation of the foregoing, the Landlord shall not be required or obligated to grant any fee joinder in, or fee subordination to, or otherwise subject the Landlord's fee interest to any other interest in connection with, any Leasehold Mortgage to be granted by Tenant. Tenant likewise shall have no right whatsoever to grant to its mortgagee in connection with any such Leasehold Mortgage, in any circumstances, any right, title or interest held by the Landlord, or any lien upon or security interest in the same.

(c) Landlord shall, upon giving Tenant any notice of default, simultaneously give a copy of such notice to each Leasehold Mortgagee whose name and address have been provided to Landlord in writing (called an "Eligible Leasehold Mortgagee"), at the last address provided to Landlord for such Eligible Leasehold Mortgagee. The Eligible Leasehold Mortgagee shall have the same period as is provided to Tenant under the terms of this Lease, after such notice has been given to it, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such performance by or at the instigation of such Eligible Leasehold Mortgagee as if the same had been performed by Tenant. If Landlord fails to give a copy of any such notice to the Eligible Leasehold Mortgagee simultaneously with giving the notice to the Tenant, Landlord shall not be entitled to terminate this Lease or Tenant's right of possession of the Demised Premises for such default until Landlord shall have given a copy of such notice to the Eligible Leasehold Mortgagee and shall have provided the Eligible Leasehold Mortgagee with the same period after giving such notice to cure the same as is provided to Tenant with respect to such default under the terms of this Lease.

(d) If the Landlord shall elect to terminate this Lease by reason of any default of Tenant, the Eligible Leasehold Mortgagee shall have the right to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination, for a period of not more than four (4) months, provided that such Eligible Leasehold Mortgagee shall (i) cure or cause to be cured all then existing defaults by Tenant in the payment of money under this Lease within ten (10) days after Landlord gives a copy of its termination notice to the Eligible Leasehold Mortgagee, and (ii) during said extension period pay all rent and other

monetary obligations of the Tenant under this Lease that become due during said extension period, and (iii) during said extension period comply with and perform all of the other terms, conditions and provisions of this Lease on Tenant's part to be complied with and performed, other than past non-monetary defaults, and (iv) forthwith take and diligently pursue steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or otherwise, and shall diligently prosecute the same to completion with all due diligence. If at the end of said four (4) month period the Eligible Leasehold Mortgagee shall be actively engaged in steps to acquire or sell Tenant's interest herein, the time allowed for said Eligible Leasehold Mortgagee to comply with the provisions of this Section 10(d) shall be extended for such further period, not to exceed ninety (90) days, as shall be reasonably necessary to complete such steps with reasonable diligence and continuity, during which further period the Eligible Leasehold Mortgagee shall continue to perform all obligations of the Tenant under this Lease, in the same manner and to the same extent as required during the original extension period. If the Eligible Leasehold Mortgagee fails to take or to prosecute with diligence any of the requirements of this section 10(d), or to complete any of the same within the times allowed therefor under the terms of this Section, with time being of the essence thereof, then the termination notice of the Landlord shall automatically be and become effective and upon notice thereof given by Landlord to the Eligible Leasehold Mortgagee, any further rights of the Eligible Leasehold Mortgagee under this Section 10(d) shall expire and become void.

10.1 **ASSIGNMENT:** Except for assignments or sublets to parents, affiliates or subsidiaries of Tenant or assignment or sublets to a bank, financial institution, insurance company or other lender which involves the financing of the Demised Premises by Tenant, including, without limitation, a mortgage or other transaction (all of the foregoing shall be deemed a "Permitted Assignee" and an assignment or sublease to a Permitted Assignee shall be referred to as a "Permitted Assignment" or "Permitted Sublease" and shall not require the consent of Landlord), Tenant may not assign this Ground Lease or sublet the Demised Premises or any part thereof without the prior written consent of Landlord, such consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Tenant may assign or sublet this Ground Lease without the consent of Landlord if such assignment or subletting is to facilitate the sale by Tenant of all or a portion (consisting of not less than 5 stores) of Tenant's chain of stores, or if such assignment or subletting is allowed by the preceding sentence.

Notwithstanding any subletting or assignment, Tenant shall remain primarily liable for the performance of all the terms and conditions of this Ground Lease.

11. **RIGHT TO BUILD:** (a) Subject to the provisions of this Ground Lease, Tenant shall have the right, at its own cost and expense, to construct on any part or all of the Demised Premises, at any time and from time to time during the Term of this Lease, such buildings, structures, parking areas, driveways, walks, gardens, utility installations and other similar and dissimilar improvements as Tenant shall from time to time determine, and may remove, reconstruct, improve, alter, or add to such buildings and improvements during the Term (including any exercised Extension Period), provided that in each case the improvements shall be of good and workmanlike quality and shall be constructed in all respects in full compliance with all then applicable building, land use, zoning and other codes, regulations, laws and ordinances, and all other municipal, state and federal requirements, and in accordance with all requirements of applicable governmental authorities (collectively "Applicable Law"). Tenant shall not at any time commence, pursue or continue any such construction or other work, on any occasion, without having obtained and maintained in full force and effect all permits and approvals of all governmental bodies and agencies that are required for such work.

(b) Tenant may, at its own cost and expense, at any time and from time to time ~~throughout the Term of this Lease, make such alterations, changes, replacements,~~ improvements and additions in and to the Demised Premises, and to the buildings and improvements thereon, as Tenant may deem desirable, subject to and in compliance with the requirements of all Applicable Law, including the demolition of any building(s) and improvement(s) and/or structure(s) that may be situated upon the Demised Premises upon ~~Delivery of the Demised Premises by Landlord to Tenant in accordance with Section 6 hereof,~~ or which may subsequently be erected upon the Demised Premises, provided that upon any such demolition the Tenant shall (except to any extent that replacement improvements are promptly constructed thereon) promptly level the area formerly occupied by any demolished improvements and return the same to a clean, neat, level, safe and attractive appearance free of refuse, trash, debris, blowing dirt or dust and uncut weeds, and in full compliance with all applicable laws, regulations and ordinances. The foregoing notwithstanding, until Delivery of the Demised Premises to Tenant, Tenant shall make only such changes and improvements to the Demised Premises as may be necessary for Tenant's due diligence activities hereunder. Tenant shall be solely responsible, at Tenant's sole cost and expense, to ensure that the

Demised Premises and all uses made thereof by Tenant comply at all times during the Term with all requirements of Applicable Law.

(c) After Delivery of the Demised Premises to Tenant, Tenant shall also have the right, but not the obligation, subject to and in compliance with the requirements of all Applicable Law, to do any and all grading, drainage and pavement work on the Demised Premises desired by Tenant, and Tenant is authorized in accordance with all Applicable Law to remove, raze and destroy such trees, plants, shrubs and top soil as Tenant deems necessary or appropriate, and to excavate and remove earth from the Demised Premises in such quantities as Tenant deems necessary. During the Term of this Lease, title to all improvements constructed or installed by Tenant shall remain in Tenant alone and Tenant shall be entitled to claim all depreciation to any improvements constructed on the Demised Premises by Tenant, and Tenant shall pay all taxes and other impositions thereon. Upon the termination or expiration of this Ground Lease, title to all improvements that are abandoned or left on the Demised Premises by Tenant shall vest in Landlord. Tenant shall not be obligated to make any repairs or replacements to any building, equipment or fixtures at the Demised Premises at the expiration or termination of the Ground Lease. Subject to and in compliance with the requirements of all Applicable Law, Tenant may paint, erect or authorize the installation of signs (which Tenant deems necessary) on the Demised Premises. Tenant shall, at its own expense, make any and all repairs, alterations and improvements deemed necessary by Tenant, subject to and in compliance with all Applicable Law.

(d) In the event that, at any time during the Term of this Lease, any one or more of the buildings or other improvements on the Demised Premises shall be destroyed or damaged in whole or in part by fire or other cause, including intentional removal thereof by Tenant, Tenant shall promptly, at its own cost and expense, either (i) repair and restore said damaged buildings and improvements to complete architectural units with any changes to such damaged improvements as Tenant may determine in its sole and absolute discretion, or (ii) demolish and remove said damaged buildings and improvements from the Demised Premises, fill any cellar holes and remove all rubble, and leave the same in clean, neat, level, safe and attractive appearance as contemplated in Section 11(b) hereinabove. Tenant shall not be entitled to terminate this Lease, or to any suspension or abatement of rent, by reason of any destruction or damage to the buildings and improvements upon the Demised Premises. Landlord and Tenant agree that the terms of this Lease shall exclusively govern the effect of any damage to or destruction of the Demised Premises on the continuation of this Lease and on the obligations of

Tenant hereunder, and hereby irrevocably waive the provisions of any present or future statute, regulation or rule of law to the extent inconsistent herewith.

(e) Tenant shall pay promptly, when due, all invoices for labor or services rendered, or materials or equipment or other value furnished to or for Tenant, or to or for anyone holding under Tenant, in connection with work of any character performed or claimed to have been performed or value provided or claimed to have been provided, at the direction of or for Tenant or anyone holding under Tenant, or otherwise, on, at, regarding or for use in any connection with the Demised Premises, including without limitation any such services, labor, materials or equipment rendered or provided in connection with Tenant's applications for any permits or approvals relating to the Demised Premises or in connection with the construction of any improvements on, or the performance of any work related to, the Demised Premises (all of the foregoing being sometimes collectively referred to as the "Labor and Services"), whether or not such claims are or may be secured by any mechanics' or materialmen's lien against the Demised Premises or any interest therein. Tenant agrees to pay promptly when due the entire cost of all Labor and Services, and not to suffer or permit any mechanic's, materialmen's, equipment suppliers' or laborers' liens, or any similar liens, or any other lien of any nature or description, to be placed upon or against the Demised Premises or any portion thereof, whether for any Labor and Services rendered or provided, or for any other value provided, and shall ~~cause all such liens to be released and discharged of record forthwith without cost to Landlord.~~

All work performed by or for Tenant at or on the Demised Premises shall be performed in accordance with the requirements of all Applicable Law. Tenant shall indemnify, defend, and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting from or in connection with any such ~~lien or claim of lien.~~ This provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the Landlord's title or interest in the Demised Premises, or any portion thereof. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend and protect itself, Landlord and the Demised Premises against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Demised Premises. If Landlord shall so ~~require,~~ Tenant shall furnish to Landlord a surety bond satisfactory in form and substance to Landlord in an amount equal to one hundred twenty-five percent (125%) the amount of such contested lien claim or demand, indemnifying Landlord against liability for the same. In addition,

Landlord may require Tenant to pay Landlord's reasonable attorney's fees and costs in participating in such action or dealing therewith or with any such lien claim in any manner if Landlord shall decide it is in Landlord's best interest to do so.

(f) Tenant shall be responsible, at its sole cost and expense, for the establishment of all utility services to the Demised Premises and all expenses and work associated therewith, including but not limited to the payment of all utility hook-up, connection, capital recovery and other fees or connection charges for utility service, and all deposits and other amounts associated with establishing utility accounts for use at the Demised Premises.

(g) Intentionally omitted.

(h) The Tenant shall at the expiration or other termination of this Lease (i) remove from the Demised Premises all of Tenant's goods and effects not attached or affixed to the Demised Premises, and (ii) quit, surrender and deliver the entire Demised Premises to Landlord and any buildings and permanent improvements then situated thereon, in good and clean condition and repair, reasonable wear and tear only excepted, and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Demised Premises, and all Improvements made by Tenant then remaining on the Demised Premises shall automatically thereupon become the sole and exclusive property of the Landlord. In the event of the Tenant's failure to remove any of the Tenant's property from the Demised Premises as required hereunder, Landlord is hereby authorized, without liability to Landlord for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain the same under Landlord's control or to sell at public or private sale, without notice, any or all of such property and to apply the net proceeds of such sale to the costs of disposing of said property, then to the payment of any sum due hereunder, or to destroy such property, and Tenant shall have no right to any such property or to any proceeds of any such property left in the Demised Premises, all of such property being conclusively deemed abandoned if left on the Demised Premises after the expiration or termination of the Term.

(i) Landlord shall have no obligation to perform any work whatsoever to the Demised Premises, to maintain the same or prepare the same for occupancy by the Tenant or otherwise, it being expressly agreed that the Demised Premises are to be delivered by Landlord, and accepted by Tenant, in their "AS IS" condition in all respects as of the date of Delivery.

12. **INSURANCE:** (a) The Tenant shall, at Tenant's sole cost and expense, throughout the Term hereof, procure and maintain in full force and effect at all times, commercial general liability insurance protecting Tenant and naming Landlord and any mortgagee of Landlord as additional insureds, against all claims occurring upon or within the Demised Premises, and against all claims for bodily injury (including death), personal injury and property damage based upon, involving, or arising out of the ownership, use, occupancy or maintenance of the Demised Premises or any areas appurtenant thereto, including, during any periods when any construction activity is being conducted by Tenant upon the Demised Premises, insurance against any bodily injury (including death), personal injury and property damage arising out of or in connection with such construction activity. The policy of such insurance shall be in a commercially reasonable form. Such insurance shall be written on an occurrence basis and shall provide no less than ~~Two Million Dollars \$2,000,000.00 of combined single limit liability coverage per occurrence.~~ The policy shall not contain any intra-insured exclusions as between insured persons or organizations. All insurance to be carried by Tenant under this Lease shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance (if any) shall, vis-a-vis Tenant, be considered excess insurance only. Tenant shall also at all times comply with all requirements of such worker's compensation laws and regulations as may from time to time be in effect in the State of Maine.

~~(b) Contents insurance shall be the responsibility of the Tenant or those holding~~ under Tenant, and the Landlord shall not be liable to the Tenant or to anyone holding under Tenant for loss or damage from any cause whatsoever, including without limitation fire and theft, of or to any machinery, equipment, furniture, furnishings, movable trade fixtures, inventory, work-in-process or any other personal property or fixtures of the Tenant or of others in or at the ~~Demised Premises. Tenant specifically understands and agrees that the Landlord shall not be~~ responsible for, and shall have no liability for, any theft of or loss or damage to property from or at the Demised Premises generally, or for the personal security of the Tenant's or its subtenants' employees, owners, officers, agents, contractors, customers or visitors at the Demised Premises, except if the theft of, or loss or damage to Tenant's property is caused by the gross negligence or willful misconduct of Landlord.

(c) Tenant shall pay for all insurance required to be maintained by Tenant hereunder, and shall cause all such insurance (i) to name the Landlord and, upon request, Landlord's mortgagees of the Demised Premises as additional insureds, (ii) to be issued by reputable and solvent insurers duly qualified, licensed and authorized to issue policies of such

Insurance in the State of Maine, with a Best's Financial Strength Rating of "A" or better, (iii) to be issued for such coverages, and in such amounts, as are required under this Lease, with waivers of all subrogation rights against Landlord. Tenant shall not do or permit to be done anything which shall invalidate any of the insurance policies referred to in this Section 12. Such policies of insurance may contain deductibles, which Tenant must at all times be in a financial position to pay in the event of a claim or loss. Tenant shall cause to be delivered to Landlord certified copies of policies of all insurance required to be carried by Tenant hereunder, or certificates evidencing the existence and amounts of such insurance with the insureds and loss payable clauses as required by this Lease, at the inception of the Term, and Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with replacement certified policies or certificates of insurance in accordance with the foregoing provisions, evidencing renewal of all such insurance. Such certificates or policies shall provide that the insurance indicated therein shall not be canceled, amended or allowed to expire without at least thirty (30) days' prior written notice to the Landlord. In the event that a loss occurs which constitutes an insured event, the Tenant waives any rights of recovery which it may have against Landlord and Tenant shall cause its insurance carrier to recognize and accept its waiver in its insurance policies or by appropriate endorsement. Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Demised Premises and other locations, provided that (i) such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved, and (ii) such blanket insurance is acceptable in all respects to any mortgagee having an interest in the Demised Premises, and (iii) the full amount of coverage required herein shall always be available for claims related to the Demised Premises, and said amount shall never be reduced below the level required hereunder by claims related to other premises.

(d) Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord), and save Landlord and its principals, members, owners, agents, lenders and employees harmless and indemnified from any and all accidents, injuries (including death), destruction, loss, costs, liens, judgments, penalties, liabilities, expenses, debts, amounts, demands, obligations, penalties, loss of rents, attorneys' and consultants' fees, claims, actions and damages of whatever nature to any person or property while on, at or about the Demised Premises, or to any persons or property anywhere occasioned by or in any connection with an omission, willful act, neglect, negligence, misconduct or default of Tenant or of any subtenant of Tenant, or of any of Tenant's or any such subtenants' officers, employees, invitees, agents, or

contractors, or arising out of, occasioned by, related to or in any connection with (i) any activity or occurrence taking place in, at or on the Demised Premises, or (ii) the possession, use, occupation or control of the Demised Premises by Tenant or by others (including but not limited to subtenants) claiming by, through or under Tenant, or (iii) any act, failure to act, neglect or default on the part of Tenant or its subtenants or its or their agents, servants, employees or contractors, or (iv) any occurrence occasioned at or upon the Demised Premises by the customers or visitors of Tenant, or (v) any failure of Tenant to fully and timely perform and discharge any of its covenants and obligations under the terms of this Lease. The foregoing shall include, but shall not be limited to, the defense or pursuit of any claim, action or proceeding involved therewith whether or not litigated and/or reduced to judgment, and whether well founded or not. In case any action or proceeding is brought against Landlord by reason of or in connection with any of the foregoing matters, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably acceptable to Landlord, and Tenant shall pay any judgment, award or other amount entered against Landlord in any such proceeding or action. Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim or other matter in order to be so indemnified. This indemnity and hold harmless agreement (a) shall remain in effect and may be enforced whether or not Landlord is made a party to any litigation or other proceeding, and (b) shall include indemnity against all costs, expenses and liabilities, including reasonable attorney's fees, incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof, and shall survive any expiration or termination of this Lease. Notwithstanding the foregoing, the requirement that counsel retained by Tenant to defend Landlord be reasonably acceptable to Landlord shall not apply to permitted assigns (as contemplated in Section 10.1 above) of Landlord, but only to the original Landlord hereunder, provided that counsel retained by Tenant for such purposes shall nonetheless be reasonably competent and experienced in the types of matters to be handled by such counsel.

(e) Without limitation of any other provision herein, the Landlord and its members, officers, owners, employees and agents shall not be liable to Tenant, its employees, agents or contractors, or to any other person, for any injuries to any person or damage to or destruction of any property due to the Demised Premises or any part thereof, or any appurtenance thereof, being in need of repair or due to the happening of any accident in or about the Demised Premises or due to any act or neglect of any tenant, subtenant or other occupant of all or any portion of the Demised Premises or of any employee, customer or visitor of Tenant, or due to

any other cause, whether such injury or damage results from conditions arising upon or within the Demised Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible. Without limitation of the foregoing, this provision shall apply to injuries and damage caused by nature, rain, fire, snow, ice, wind, frost, water, electricity, steam, gas or odors in any form or by the bursting, leaking or obstruction of or other defects in pipes, fire sprinklers, plumbing, windows, doors, walls, ceilings, roofs, wires, appliances, floors, gutters, or other fixtures; and to damage caused to fixtures, furniture, air conditioning or lighting fixtures, buildings, structures equipment and the like situated at the Demised Premises, whether owned by the Tenant or others; provided, however, that the foregoing exemption of liability of Landlord shall not apply to the extent that such damage or injury was caused by the gross negligence, willful misconduct, or breach of express warranty of Landlord. Notwithstanding any negligence or breach of this lease by Landlord, Landlord shall in no circumstances be liable for any special, consequential or punitive damages.

(f) Notwithstanding the foregoing, Tenant shall have the right to maintain any insurance under this Lease in whole or in part either under a higher deductible, a plan of self-insurance, or from a carrier which specializes in providing coverage to of for such Tenant or its affiliates or firms in the same or related business if Tenant's annual net operating cash flow (as defined as net cash provided by operating activities as presented in Consolidated Statement of Cash Flows in Tenant's most recent annual report) exceeds Five Hundred Million and 00/100 Dollars (\$500,000,000.00).

13. **CONDEMNATION:** (a) If the whole of the Demised Premises shall be taken or appropriated under any right of eminent domain or under any other legal right whereby the taking authority is obligated to compensate Landlord therefor (a "Taking"), then either party may terminate this Ground Lease without owing any liability to the other party, with such termination to be effective as of the date on which the condemning authority takes physical possession of the Demised Premises, upon giving to the other party written notice of such election to terminate. Each party will give the other prompt notice of any taking or proposed taking by eminent domain or through temporary or permanent easements of all or any portion of the Demised Premises, of which it receives notice, and each party will include the other in any discussions or negotiations with the right of way agent or other condemning authority. Each party agrees to give the other written notice after any notice of intended or actual taking or appropriation is received, providing to

the other party full details of such taking or appropriation (to the extent known to the party giving such notice, and neither party shall have any obligation to obtain or seek any materials or information not already in its possession for the benefit of the other party), including, without limitation, copies of all condemnation plans or surveys received by the party giving notice from the condemning authority and such other information in the possession of the party giving notice as might be necessary to enable the other party to determine its future course of conduct. If this Ground Lease shall be terminated as a result of any taking or appropriation, Tenant shall be released from any further liability hereunder for periods after the effective date of termination hereof, and in such case the Rent and Additional Rent for the last month of Tenant's occupancy shall be prorated in accordance with the effective date of termination of this Lease, and Landlord shall refund to Tenant any sums paid in advance for periods after the effective date of such termination. In addition, Landlord agrees that it will not consent to any award affecting the Demised Premises without the prior written consent of Tenant, which shall not be unreasonably withheld, conditioned or delayed.

(b) Landlord reserves, and Tenant grants to Landlord, all rights to compensation for damages or injury to the fee interest in the Demised Premises arising out of any Taking, including any award for a taking of the Tenant's leasehold interest created hereunder, which Tenant hereby assigns to Landlord, but excluding any damage to the Tenant's improvements on the Demised Premises. ~~Tenant will have the right to make a separate claim and to be compensated for the Taking of the loss of the Tenant improvements so taken, and for Tenant's loss of or interruption of business and moving expenses, and for the taking of personal property or fixtures belonging to Tenant or any of its subtenants, if available under applicable law, all only to the extent that such claims do not reduce or eliminate any award to which Landlord might otherwise be entitled. Landlord will have the right to make a claim and to be compensated for~~ the Taking of, and resulting injury to its interest in, the fee interest in the land, including the leasehold interest created under this Lease, but not including any interest in the Tenant improvements on the Demised Premises. Each party shall be entitled to receive the amount awarded to it by the taking authority on its claims as set forth in this Section 13(b), if such awards are separately made in accordance with the rights and claims of each party as stated in this Section 13(b), provided that each party to this Lease, if it receives an amount separately stated or determined in the condemnation proceedings that is attributable to a claim that belongs to the other party pursuant to this Section 13(b), shall promptly pay over the amount so received by it on such other party's claim, to the other party, in the form received if reasonably

practicable and with such endorsements as may be necessary so that the receiving party may collect the same, or otherwise by bank check or wire transfer of federal funds in accordance with instructions to be provided by the party to receive such amount.

If part of the Demised Premises shall be acquired or condemned by use of the power of eminent domain or if access to any street is blocked or restricted by governmental action or requirement relating to the Demised Premises and if such partial taking or loss or restriction of access shall render the Demised Premises unusable for the business of Tenant, in its reasonable opinion, or if such taking involves a partial or total taking of Tenant's building rendering the Demised Premises unusable for the business of Tenant, in its sole and reasonable opinion, then Tenant, at its option, may terminate this Ground Lease without any liability to Landlord to be effective as of the date title is vested in the public body, or the date the access is blocked or restricted and the rights of Landlord and Tenant shall be as set forth above for the taking of the whole. If such partial taking is not sufficiently extensive to render the Demised Premises unusable for the business of Tenant in the reasonable opinion of Tenant, Rent and Additional Rent shall be prorated and adjusted based on the percentage of such partial taking relative to the original size of the Demised Premises.

14. **DEFAULT BY TENANT:** (a) In the event that any of the following events (each called an "Event of Default") shall at any time occur:

A. Tenant shall default in the payment of any installment of Rent, Additional Rent or other sum herein specified, and such default shall continue for fifteen (15) days after written notice thereof; or

B. Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof is given by Landlord to Tenant, or, if such default is by its nature not susceptible of being cured within said thirty (30) day period, if Tenant fails to commence such cure within said thirty (30) day period or thereafter fails to prosecute such cure to completion with diligence and continuity; or

C. The Tenant shall be declared bankrupt or insolvent according to law, or any assignment shall be made of Tenant's property for the benefit of creditors, or any substantial

portion of Tenant's assets shall be seized or attached, or a receiver, guardian, conservator, trustee or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or any proceeding under any bankruptcy or insolvency code or statute is commenced by or against Tenant, which proceeding, if involuntary, is not dismissed within sixty (60) days; or

D. The Tenant shall fail to provide to Landlord any documentation or information which Landlord may reasonably require of Tenant under the terms of this Lease, where any such failure continues for a period of thirty (30) days following written notice by or on behalf of Landlord to Tenant; or

Then upon the occurrence of any of said Events of Default, Landlord shall immediately and at any time thereafter have the right without further notice to re-enter and take complete possession of the Demised Premises, to declare the Term of this Lease ended, and to remove the Tenant and its effects and in connection therewith to send to Tenant a notice of the termination of its right to possession of the Demised Premises under this Lease, upon the giving of which notice Tenant's right to possession of the Demised Premises shall immediately terminate, and to demand that all subtenants of the Demised Premises pay all rents and other amounts owed under such subleases directly to Landlord, or to remove such subtenants, and to enforce such obligation of direct payment of sub-rents of the Demised Premises directly to the Landlord, and to deal with Tenant's property and effects in any manner contemplated under Section 11(h) hereof, all without prejudice to any remedies which might otherwise be used for arrears of rent or other default, and without being guilty of any trespass. In the event of any of the Events of Default listed above, the full amount of Rent and Additional Rent (as reasonably estimated, if necessary, by Landlord) for the remainder of the Term (including any exercised Extension Periods) shall become immediately due and payable, and the Tenant shall in addition be liable to the Landlord for any and all losses and damages sustained by reason of any default, termination or abandonment, however caused, and the Tenant shall remain fully liable to the Landlord hereunder, regardless of any termination hereof. Landlord's damages hereunder shall include, but shall not be limited to, any and all Landlord's loss of rent, reasonable broker's commissions for re-letting the Demised Premises; advertising costs; the reasonable costs of cleaning, repairing, and refitting the Demised Premises including any improvements thereon; the amount or cost to Landlord of any incentives or actions of Landlord to induce Tenant to

enter into this Lease, moving and storage charges incurred by Landlord if Landlord elects to move any of Tenant's belongings; and all legal costs and reasonable attorneys' fees incurred by Landlord in collecting or attempting to collect any damages hereunder or in obtaining or attempting to obtain possession of the Demised Premises by summary process or otherwise. Landlord shall also be entitled to any and all other remedies provided at law or in equity. Any efforts by Landlord to mitigate damages caused by Tenant's default shall not waive Landlord's right to recover damages under this Section 14. None of Landlord's rights and remedies under this Lease shall be exclusive, and any of them may be exercised without precluding the simultaneous or later exercise of other or the same rights and remedies, all of which shall be cumulative. Tenant shall also be immediately liable upon the exercise of any rights by Landlord pursuant to this Section 14, and at all times thereafter, for any and all other expenses of Landlord (including reasonable attorneys' fees and disbursements) incurred in connection with the retaking of possession of the Demised Premises, the removal and storage of Tenant's property, the reletting of the Demised Premises, the recovery of damages, or any other actions of Landlord resulting from Tenant's default. To the maximum extent permitted by law, Landlord shall be entitled to collect from Tenant all attorneys' fees and other costs and expenses incurred by Landlord in connection with the enforcement or attempted enforcement of any provision or obligation of this Lease. Landlord agrees to accept cure of any default or Event of Default by ~~any assignee, sublessee or Leasehold Mortgagee of Tenant's interest as though such cure~~ were made by Tenant.

Landlord and Tenant acknowledge that under Maine law, it is unlawful for a landlord to deny access to a tenant to its rented premises otherwise than through appropriate judicial process, as set forth in 14 M.R.S.A. Section 6014(1)(B), which provides in full that: "No landlord may willfully seize, hold or otherwise directly or indirectly deny a tenant access to and possession of the tenant's rented or leased premises, other than through proper judicial process."

(b) If the Tenant shall default, after reasonable notice thereof from Landlord specifying the nature of the default, in the observance or performance of any agreement, condition or covenant on Tenant's part to be observed or performed under or by virtue of any of the provisions of this Lease (other than the payment of Rent hereunder), the Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant, including but not limited to obtaining any required insurance, bonds, or governmental licenses, permits or approvals. If the Landlord

makes any expenditures or incurs any obligations for the payment of money in connection with any default of Tenant, including but not limited to reasonable attorney's fees and disbursements in instituting, prosecuting or defending any action or proceeding, in preparing or consulting on notices of default, or otherwise in enforcing or attempting to enforce the obligations of Tenant hereunder, or incurred in any connection with any default by Tenant under this Lease, such sums paid or obligations incurred, with interest at the rate of twelve percent (12%) per annum from the date of demand for payment thereof until paid in full, and costs, shall be paid to the Landlord by the Tenant immediately on demand therefor as additional rent. Landlord's acts of maintenance or preservation, efforts to relet the Demised Premises, or the appointment of a receiver to protect the Landlord's interest under the Lease, shall not constitute a termination of the Tenant's right to possession of the Demised Premises, unless Landlord sends a notice of termination of such right to possession to Tenant as provided herein.

(c) Landlord shall not in any circumstances be deemed to be in default under this Lease unless and until such default shall have continued uncured after Landlord's receipt from Tenant of written notice specifying the nature of such default for a period of thirty (30) days, or for such longer period of time as may be reasonably required to cure the same. If a default by Landlord shall have occurred and be continuing, Tenant, at its sole option without any obligation to do so and without thereby waiving such default, shall have the right to cure such default for the account of Landlord, and Landlord shall reimburse Tenant for any actual amounts paid and expenses reasonably incurred in connection therewith by Tenant. Tenant agrees that Landlord shall not be liable to Tenant or to anyone claiming under Tenant for any damage to property or injury (including death) to any person on or near the Demised Premises that has been occasioned by or through (i) failure of the water supply or of any other utility serving the Demised Premises; (ii) the action, whether direct or indirect, of the elements; or (iii) any other cause whatsoever unless the same shall be caused by the willful misconduct or gross negligence of Landlord. The liability of Landlord (and of its partners, shareholders, fiduciaries, beneficiaries, officers, managers and or members) to Tenant (or to any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Demised Premises, or otherwise, shall be limited to such party's actual direct, but not consequential, damages therefor, and Tenant agrees to look solely to Landlord's interest in the Demised Premises for recovery of any judgment from Landlord; it being agreed that Landlord, and any fiduciary, any shareholder, any member, any manager, any officer, any partner, or any beneficiary of Landlord, are not

personally liable for any such judgment, with such exculpation of personal liability to be absolute and without any exception whatsoever. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord. The Landlord under this Lease shall be deemed to be the person or entity holding the Landlord's interest under this Lease for the time being, and any successor Landlord shall not be responsible for any acts or omissions of any previous Landlord, nor shall any predecessor Landlord have any liability or responsibility for any acts or omissions of any subsequent Landlord, it being agreed hereby that each owner of the Landlord's interest hereunder shall be responsible only for fulfillment of the Landlord's responsibilities hereunder during the time when such Landlord holds title to the landlrod's interest hereunder.

15. **INSPECTION: COMPLIANCE:** Landlord and Landlord's lender(s) with respect to the Demised Premises may enter the Demised Premises at reasonable times during business hours on at least forty-eight (48) hours advance written notice delivered to Tenant, for the purpose of inspecting the condition of the Demised Premises or for showing the Demised Premises to prospective purchasers or mortgagees, and for verifying compliance by Tenant with this Lease and all Applicable Law, and to employ experts and/or consultants in connection therewith and/or ~~to investigate and advise Landlord with respect to Tenant's activities, including but not limited to~~ the installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance or storage tank on or from the Demised Premises; provided, however, that Tenant shall have the right to have a representative present at any such inspections, and that such inspections (i) shall be conducted in a manner that does not unreasonably interfere with the ~~business of Tenant or any subtenant on the Demised Premises, and (ii) shall only be conducted~~ for compliance with requirements related to Hazardous Substances if there exists a reasonable basis for belief that contamination of the Demised Premises may exist. The costs and expenses of any such inspections shall be paid by the party requesting the same, unless a default of this Lease, a violation of Applicable Law, or a contamination, caused or materially contributed to by Tenant is found to exist or be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any existing, threatened, suspected or imminent violation or contamination, in any of which cases, Tenant shall ~~within thirty (30) days after request~~ reimburse Landlord or Landlord's Lender, as the case may be, for all reasonable costs and expenses of such inspections, investigations and other activities.

16. **INTENTIONALLY OMITTED:**

17. **BROKERAGE:** Landlord represents that Landlord has retained the services of Joe Malone and Jennifer Small of Malone Commercial Brokers ("Landlord's Broker") in connection with this transaction. Tenant represents that Tenant has retained the services of Peter Lyons and Peter Considine of The Dartmouth Group ("Tenant's Broker") in connection with this transaction. Landlord agrees to pay a commission to Landlord's Broker and Tenant's Broker pursuant to a separate written agreement between Landlord and the brokers, payable at the time when the first monthly installment of Rent is paid hereunder. Any commission or similar charge claimed by any other broker or other person on account of this Lease or the transaction embodied herein will be the responsibility of the party whose contacts with such claimant, or whose other dealings or actions, gave rise to the claim for a commission or other charge. Such responsible party hereby agrees to indemnify, protect, defend and hold the other party harmless from and against any liability or obligation of the indemnified party for or in connection with any such commission or similar charge which may be claimed, including without limitation any costs, expenses, and attorneys' fees incurred or paid by the indemnified party with respect thereto or in connection therewith.

18. **INTENTIONALLY OMITTED:**

19. **MEMORANDUM OF LEASE:** Landlord and Tenant agree that this Lease shall not be recordable or recorded. When the Commencement Date has been determined, the parties shall ~~execute a Memorandum of Lease, in substantially the form attached hereto as Exhibit F, for~~ recording in the Cumberland County Registry of Deeds, to evidence the existence of this Ground Lease and to memorialize the actual Commencement Date under the Lease. Either party may record the Memorandum of Lease at any time after the Commencement Date has been determined and the Memorandum of Lease has been signed.

20. **HAZARDOUS SUBSTANCES:** (a) As used herein, the term "Hazardous Substance" shall mean any product, substance, chemical, material or waste whose presence, nature, quantity, concentration, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials, is either: (i) potentially injurious to the public health,

safety or welfare, the environment or the Demised Premises, (ii) regulated or monitored by any governmental authority, or (iii) a potential basis for liability of Landlord or Tenant to any governmental agency or third party under any applicable statute, regulation or common law theory. Hazardous Substance shall include, but are not limited to, asbestos, lead based paint, radon, petroleum, petroleum derivative substances, radioactive materials, hydrocarbons, methane, gasoline, solvents, crude oil or any products, by-products or fractions thereof, medicines and medicinal products, medical wastes, urea formaldehyde foam insulation, any amount of polychlorinated biphenyls (PCBs), or any other chemical, material, gas or substance the use, transportation, storage, release, or disposal of which is prohibited, limited, or regulated by any federal, state, county, regional, local, or other governmental authority or which, even if not so regulated, may or could pose a hazard to or be injurious to the health or safety of the occupants of the Demised Premises or the owners of property adjacent to the Demised Premises or which, even though not posing a danger to either health or safety, may or could constitute a pollutant that could be required to be cleaned up by any governmental authority, or any hazardous, toxic, or dangerous waste, substance or material defined as such in (or for purposes of) (i) any state, federal or local environmental laws, interpretive letters, regulations, decrees or ordinances, (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (iii) the Resource Conservation and Recovery Act, (iv) any of the so-called state or local "Super Fund", "Super Lien" or "Cleanup Lien" laws or (v) any other federal, state or local statute, law, ordinance, code, rule, interpretive letter, governmental requirement, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any such substances or materials or any amendments or successor statutes with respect to any of the foregoing (the statutes, laws, ordinances, codes, regulations rules, interpretive letters, governmental requirements, orders and decrees referred to in subsections (i) through (v) above are hereinafter referred to collectively as "Environmental Law").

(b) Tenant represents and warrants, except for items commonly sold or utilized in Tenant's other auto parts and supply stores (including but not limited to Tenant's customer oil recycling program), which items are at all times and without exception stored, contained and kept in all respects in full compliance with all Environmental Law (collectively "Tenant's Chainwide Products"), that during the Term of this Ground Lease no other Hazardous Substances will be stored or kept on, or sold or released, at or from, the Demised Premises, and further that no Hazardous Substances will be discharged or released on or at the Demised Premises by Tenant, and that the use, storage, disposal, installation, maintenance, removal, and transportation, of all Hazardous

Substances at and from the Demised Premises shall be carried out in all respects in strict compliance with all Environmental Law applicable thereto. Tenant will exercise reasonable precautions to prevent any spill or release of Hazardous Substances on or from the Demised Premises, and will address any release or spill occurring on the Demised Premises related to Tenant's operations thereon appropriately and completely, including all appropriate mitigation, and will defend and indemnify the Landlord of and from any claims and liabilities resulting therefrom or in connection therewith, including all costs of defense thereof. Tenant covenants that Tenant shall contain, remediate and remove, immediately upon the discovery thereof, any and all Hazardous Materials now or hereafter found to exist on, in, under or over the Demised Premises, other than Tenant's Chainwide Products that are stored, handled and sold in all respects in accordance with all Environmental Law. Tenant covenants that Tenant shall be fully and solely responsible for, and that Tenant shall ensure, the proper handling, storage, sale, disposal, remediation, release and other dealing with all Hazardous Substances, in full compliance with all Applicable Law, at, on, in, and under the Demised Premises, except only for any such as were brought onto the Demised Premises by or for Landlord (collectively, "Tenant's Hazardous Substances"), and Tenant shall be solely liable and responsible for all damages, penalties, attorney's and consultants' fees, and other amounts that may become due or payable in any connection with the presence of any of Tenant's Hazardous Substances on, at, in, or under the Demised Premises, whether under any Environmental Law or otherwise, or for any failure of Tenant to handle, store, sell, dispose of, remediate, release and otherwise deal with any Hazardous Substances only in a manner that fully complies with all Applicable Law (including but not limited to all Environmental Law). Tenant shall indemnify, protect, hold harmless and defend Landlord, Landlord's agents, employees, and lenders, and the Demised Premises, from and against, any and all loss of rents and/or damages, liabilities, judgments, costs (including, without limitation, court costs and reasonable attorneys' fees), claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising out of or involving (i) any required clean-up or other remediation or mitigation of any Tenant's Hazardous Substances at, on, under, in or emanating from the Demised Premises, (ii) any release of Tenant's Hazardous Substances at or on, or in transit to or from, the Demised Premises, and (iii) any claim for any loss or damage to property, loss of income, injuries to or death of persons, any contamination of or adverse effects on the Demised Premises, other or adjoining properties, or the environment, or any violation of any Environmental Law or other law, caused by, or resulting from or in any connection with any breach by Tenant of the agreements, covenants, representations and warranties of this Section 20(b).

Tenant's indemnity obligations under this Section 20 shall include, but are not limited to, the effects of any contamination or injury to persons, property or the environment created or suffered directly or indirectly by Tenant, or by any of those holding under Tenant, and the cost of investigation (including all consultants' and attorneys' fees, costs and testing which arise or result from or are incurred in any connection with any environmental contamination on, in, under or about the Demised Premises), removal, restoration, remediation and/or abatement thereof, or of any contamination therein involved. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances or storage tanks, unless specifically so agreed by Landlord in writing at the time of such agreement with particular reference to this Section of this Lease. This indemnification provision shall survive any expiration or termination of this Ground Lease in all respects.

(b) If Tenant at any time knows, or has reasonable cause to believe, that a Hazardous Substance, or condition involving or resulting from same, has come to be located in, on, under or about the Demised Premises, other than as previously consented to by Landlord, or has been released at, under, over or upon the Demised Premises, and such Hazardous Substance, condition or release is required to be reported to any governmental authority under any ~~Applicable Law (including but not limited to all Environmental Law) (any such matter that is~~ required to be so reported being called a "Reportable Condition" herein), Tenant shall immediately give written notice of such fact to Landlord including all pertinent facts then known to Tenant relating to such presence or release. Tenant shall also give Landlord a copy of each statement, report, notice, registration, application, permit, business plan, license, claim, action ~~or proceeding given to, or received from, any governmental authority or private party, or persons~~ entering or occupying the Demised Premises, concerning the presence, spill, release, or discharge of, or exposure to, any Hazardous Substance or contamination in, on or about the Demised Premises, including but not limited to all such documents as may be involved in any reportable uses involving the Demised Premises, immediately upon Tenant's coming into possession of the same in any manner.

(c) In the event of any Reportable Condition on or under the Demised Premises that did not arise or result in any connection with, and was not caused in whole or in part by, the operations or activities of Tenant or of any of its employees, agents or contractors (in their capacities as such), or by the operations or activities of Landlord or of any of its employees, agents or contractors (in

their capacities as such) ("Third Party Environmental Contamination"), then any and all costs (including, without limitation, court costs and attorneys' fees), expenses, and damages arising therefrom, including any claim for any loss or damage to property, injuries to or death of persons, any contamination of or adverse effects on the environment or any violation of any Environmental Law (collectively "Third Party Environmental Damages"), shall, as between the parties only, be allocated between and paid by the parties in the following manner: The first Fifty Thousand Dollars (\$50,000.00) of such Third Party Environmental Damages shall be the sole responsibility of the Landlord to pay, and in consideration of the Landlord's assuming initial responsibility for dealing with any such situation, the Landlord shall have the sole right to control and handle all claims, litigation and other matters related to claims for, or constituting, Third Party Environmental Damages. After the Landlord has paid or incurred said amount in third Party Environmental Damages, responsibility for any additional Third Party Environmental Damages shall be shared by the parties on an equal (fifty-fifty) basis, and the landlord shall retain control of any such matters as to which the costs or liabilities are shared between the parties, and Landlord agrees to consult with Tenant regarding the handling and conduct of any such matters for which responsibility is shared, in a reasonable manner. Each party agrees to indemnify, save, defend, and hold the other party harmless from and against the amounts for which the indemnifying party is responsible under the terms of this Section 20(c). This indemnification precedes, is concurrent with, and survives the expiration or termination of this Ground Lease in all respects. The foregoing notwithstanding, nothing contained in this Section or in this Ground Lease shall be deemed in any circumstances to waive, release or otherwise affect in any way any right that either party hereunder may otherwise have, to seek, demand, sue for, or otherwise assert rights of indemnity, reimbursement, damages, or otherwise, against any third party including any person or entity that may be in any way responsible for the underlying Third Party Environmental Contamination, all of which rights as to third parties are hereby reserved and preserved by each of the parties hereunder.

21. **APPROVAL, ZONING AND PERMITS:** (a) Tenant shall have until the expiration of two hundred (200) days following the Effective Date (the "Approval Period") to obtain all authorizations, permits and approvals for its intended use of the Demised Premises as an Auto Zone store, including, but not limited to, any necessary curb cut, building and renovation permits, signage permits (including, but not limited to, permits for building, pylon and/or monument signage), zoning and subdivision interpretations and confirmations, lot splits, lot combination, permits and approvals and all variances, utility permits, authorizations and easements necessary for Tenant's intended

use as described herein and in order to build on the Demised Premises and any amendments determined to be necessary by Tenant (collectively, the "Approvals"). All applications for the Approvals and all associated work, studies, plans, and required submissions shall be made at Tenant's sole expense, and Tenant covenants and agrees that Tenant shall file its applications for all of the Approvals with the appropriate authorities without undue delay after the end of the Due Diligence Period, and that Tenant shall thereafter pursue all of such applications without undue delay and with a view to the expeditious issuing of all Approvals, until all of the Approvals have been granted, or until any of the Approvals has been finally denied (including denial upon appeal thereof). Landlord shall, upon request of Tenant, execute any and all documentation in support of Tenant's applications for the Approvals to any extent that Landlord's signature is necessary for Tenant to apply for or receive any of the Approvals, provided that Landlord shall not be required to sign or agree to any documents that impose any direct or indirect cost, expense or obligation upon Landlord, or that would or could affect in any way the fee interest in the Demised Premises or restrict in any way the uses to which the Demised Premises may be put. All applications for Approvals shall be made in Tenant's name alone, to the extent reasonably feasible.

Notwithstanding the above or anything contained herein to the contrary, if despite reasonable efforts to obtain the same, Tenant has not received, or is denied or refused, any such Approvals necessary to assure that Tenant's intended use and development of the Demised Premises will not be physically or financially impaired, as determined in Tenant's sole discretion, or if the necessary Approvals are granted subject to any conditions that Tenant deems will physically or financially impair Tenant's intended use and development of the Demised Premises, or if adequate utilities and related facilities, including, without limitation, water, stormwater/sewage disposal, telephone service and energy sources, to service the Demised Premises and any intended improvements thereon for Tenant's intended use or easements therefor are not available to the reasonable satisfaction of Tenant, then Tenant shall have the right, but shall not be required, to terminate this Ground Lease by written notice given to the Landlord of such termination prior to the expiration of the Approval Period, and upon such termination neither party shall have any further obligations or liabilities to the other hereunder, provided that Tenant shall nevertheless remain obligated to repair and restore the Demised Premises pursuant to the provisions of Section 8(b) hereinabove. If no such notice of termination is delivered to Landlord prior to the expiration of the Approval Period, then Tenant's right to terminate pursuant to this Section 21 shall automatically thereupon expire and become void.

Upon its receipt of all Approvals, Tenant shall exercise reasonable efforts to promptly, but in any event within thirty (30) days thereafter, send notice to Landlord that all Approvals have been obtained, and the Approval Period shall end for all purposes hereunder upon the earliest to occur of (i) the date upon which such notice is given, (ii) the occurrence of Delivery, or (iii) two hundred (200) days following the Effective Date, notwithstanding any other end date for said period that may previously or otherwise have applied.

21.1 **SIGNAGE:** (a) **Pylon and Monument Signage.** Subject to Tenant obtaining and conforming to all necessary governmental Approvals therefor and Tenant otherwise complying with all Applicable Law, Landlord grants Tenant the right to construct and maintain on the Demised Premises for Tenant's use a road sign, monument sign or pylon sign and affix Tenant's sign panels or sign fascia to the same (collectively called "Road Signage") throughout the Term and all extensions thereto. If Tenant, despite reasonable efforts, is not able to secure prior to the expiration of the Approval Period, any Approvals necessary for Tenant to construct and maintain the Road Signage for Tenant's use at the Demised Premises, then Tenant shall have the right of termination of this Lease upon the terms and conditions as expressed in Section 21, which right shall automatically and utterly expire if not exercised at or prior to the expiration of the Approval Period..

(b) **Tenant's Building Signage.** Subject to the terms of this Ground Lease and to Tenant obtaining and conforming to all necessary governmental Approvals therefor and Tenant otherwise complying with all Applicable Law, Tenant may paint, erect or authorize the installation of the maximum amount of building signs from time to time (which Tenant deems necessary) on any building which Tenant may erect upon the Demised Premises.

(c) **Right to Terminate.** In the event that Tenant is (i) denied signage or (ii) signage that is approved is not to Tenant's satisfaction in Tenant's sole opinion on either the Demised Premises or on Tenant's building as provided for in Section 21.1(a) and/or Section 21.1(b) then Tenant shall have the right of termination of this Lease upon the terms and conditions as expressed in Section 21, which right shall automatically and utterly expire if not exercised at or prior to the expiration of the Approval Period.

21.2 **TRASH REMOVAL:** Tenant shall store all Tenant's trash in dumpsters or other covered trash receptacles customary in retail shopping centers, and sufficient to prevent animals and vermin from interfering therewith, and otherwise in compliance with all Approvals and Applicable Law. Subject

to compliance with Applicable Law and the terms of Tenant's Approvals, Tenant's trash receptacle may, at Tenant's option, be located near Tenant's loading areas on the Demised Premises. Tenant may maintain garbage cans on the sidewalk located in front of the Demised Premises provided Tenant first secures the approval of Portland municipal authorities therefor (if necessary), and provided that the garbage cans shall not be located so as to block or materially impair access across or along any sidewalk. Tenant shall have all of Tenant's trash removed from the Demised Premises in a manner and frequency consistent with Tenant's other auto parts, supplies and accessories stores in the Portland area, and that complies with all applicable municipal and other governmental requirements.

22. **REZONING, CONDEMNATION AND OTHER GOVERNMENTAL ACTION:** Landlord and Tenant agree that if any city, county, state, federal or municipal body or any other authority having such powers shall initiate a re-zoning and/or condemnation of the Demised Premises or any part thereof prior to the expiration of the Approval Period, or if Tenant shall discover any other proposed governmental action (such as but not limited to any proposed changes to the street right of ways located adjacent to the Demised Premises) prior to the expiration of the Approval Period which would, in Tenant's opinion, materially impair Tenant's use of the Demised Premises for the purposes described in this Ground Lease then in either of said events Tenant shall have the right to terminate this Ground Lease by written notice given to the Landlord of such termination prior to the expiration of the Approval Period, and upon such termination neither party shall have any further obligations or liabilities to the other hereunder, provided that Tenant shall nevertheless remain obligated to repair and restore the Demised Premises pursuant to the provisions of Section 8(b) hereinabove. If no such notice of termination is delivered to Landlord prior to the expiration of the Approval Period, then Tenant's right to terminate pursuant to this Section 22 shall automatically thereupon expire and become void. Landlord hereby represents that Landlord is not aware of, nor has Landlord received any notification of, any such proposed rezoning or condemnation, and Landlord agrees to furnish Tenant copies of any such notices received by Landlord prior to the expiration of the Approval Period, promptly upon receipt thereof by Landlord.

23. **NOTICES:** Any notice, request or demand required or permitted by this Lease shall be made in writing and shall be deemed effective and properly given when delivered in person, or when sent by certified or registered first class mail, or by recognized national overnight carrier such as (but not limited to) FedEx, UPS or Express Mail, postage prepaid, and addressed to the

party intended to receive such notice as follows, or to such other address as the party intended to receive any such notice may from time to time designate by written notice given to the other party:

Tenant:

AutoZone, Inc.
Property Mgmt., Dept. 8700
123 S. Front Street (38103)
P.O. Box 2198
Memphis, TN 38101-2198
901-495-6500

Landlord:

BVM Portland, LLC
2455 Sedgwick Avenue, #2K
Bronx, NY 10468
917-435-5751

Landlord's Email Address:
benportland@hotmail.com

Landlord's Attorney:

Keiter & Associates, P.A.
Attn: Timothy S. Keiter, Esq.
One William Street
Portland, ME 04103
207-774-5100
tkeiter@keiterassociates.com

A copy of any notice to either party shall also be sent to such party's attorney by regular first class mail (if such attorney is specified above or in a later notice by either party), or by one of the other delivery methods set forth above, at their respective addresses indicated above, contemporaneously with the sending or delivery of such notice to the party intended to receive such notice. Tenant agrees to send a simultaneous copy of any notice sent to Landlord to Landlord's email address given above, or to such other email address as Landlord may from time to time designate to Tenant in writing. Either party may at any time change the persons and/or addresses to which notices and copies of notices are to be given under this Lease, to any other person and United States address as such party may from time to time designate to the other by written notice as its address for receiving notices (or copies of notices) under this Lease, by giving fifteen (15) days' notice thereof to the other party. Any notice or other communication hereunder that is properly sent in accordance with the foregoing provisions but which is rejected, or acceptance of which is refused, or which is unable to be delivered because of a change of address of which notice hereunder has not been given, shall nevertheless be deemed given for all purposes. **Prior to the Commencement Date, all notices to Tenant**

shall be sent to AutoZone, Inc., Dept. 8341, 3rd Floor, 123 S. Front Street (or P.O. Box 2198), Memphis, Tennessee 38103 (or 38101-2198) Attention: Melanie Overman (Senior Commercial Escrow Specialist) 901-495-8785 and Melanie.Overman@autozone.com.

24. **ESTOPPEL CERTIFICATES:** Landlord and Tenant shall each, from time to time upon twenty (20) days request by the other party (but not to exceed more than three (3) times in any given calendar year), execute, acknowledge and deliver a statement in commercially reasonable form, dated currently, certifying if such be the case that this Ground Lease is unmodified and in full force and effect (or, if there have been modifications, that this Ground Lease is in full effect as modified, and identifying such modifications) and the dates to which the Rent and Additional Rent have been paid, and that, to the best of its knowledge, no default exists in the observance of this Ground Lease and no event of default has occurred and is continuing, or specifying each such default or event of default of which Landlord or Tenant may have knowledge, it being intended that any such statement may be relied upon by Landlord's or Tenant's actual or prospective Mortgagees, any prospective purchaser of the interest of Landlord or Tenant in their respective estates described herein or any assignee or sublessee of Tenant.

25. **TRANSFER OF TITLE:** If there shall be any change in or transfer of title in or to the Demised Premises or any part thereof, Tenant shall continue to make all payments hereunder to Landlord, without owing any liability to any other party whatsoever, unless notified in writing by Landlord of such change in title which shall accompany satisfactory proof and be given at least ten (10) days before the next such payment is due. Thereafter, Tenant shall submit such payment to the party properly entitled to receive it, without owing any liability to any other party.

26. **REPRESENTATIONS:** A. Landlord hereby covenants, warrants and represents to Tenant that:

(a) Landlord has the full and lawful right, legal power and authority to enter into this Ground Lease.

(b) All requisite individual, corporate, limited liability company or partnership actions or any other required corporate action have been taken by Landlord to authorize the execution and performance of this Ground Lease by Landlord. No other proceedings or actions on the part of Landlord are necessary to authorize Landlord entering into this Ground Lease or to carry out the transactions contemplated hereby. This Ground Lease constitutes the legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms.

(c) The individual(s) executing this Ground Lease, on behalf of Landlord, has (or have) the full right, legal power and actual authority to bind Landlord to the terms and conditions hereof.

(d) To the best of Landlord's knowledge, without investigation, neither the execution nor the carrying out of the terms of this Ground Lease by Landlord violates or breaches any term or provision of any agreement, written or oral, between Landlord and any third party.

(e) If applicable, Landlord is a duly organized business entity, validly existing and in good standing under the laws of the state of its formation and is duly qualified and in good standing under the laws of the jurisdiction where the Demised Premises is located.

B. Tenant hereby covenants, warrants and represents to Landlord that:

(a) Tenant has the full and lawful right, legal power and authority to enter into this Ground Lease.

(b) All requisite individual, corporate, limited liability company or partnership actions or any other required corporate action have been taken by Tenant to authorize the execution and performance of this Ground Lease by Tenant. No other proceedings or actions on the part of Tenant are necessary to authorize Tenant entering into this Ground Lease or to carry out the transactions contemplated hereby. This Ground Lease constitutes the legal, valid and binding obligation of Tenant enforceable against Tenant in accordance with its terms.

(c) The individual(s) executing this Ground Lease, on behalf of Tenant, has (or have) the full right, legal power and actual authority to bind Tenant to the terms and conditions hereof.

(d) To the best of Tenant knowledge, without investigation, neither the execution nor the carrying out of the terms of this Ground Lease by Tenant violates or breaches any term or provision of any agreement, written or oral, between Tenant and any third party.

(e) If applicable, Tenant is a duly organized business entity, validly existing and in good standing under the laws of the state of its formation and is duly qualified and in good standing under the laws of the jurisdiction where the Demised Premises is located.

27 **USE:** (a) For the purposes of this Ground Lease, Tenant's proposed initial intended use of the Demised Premises is defined as: (i) the construction of a store building and related improvements acceptable to Tenant; (ii) the operation therein of a retail store selling automotive parts, supplies and accessories (including but not limited to, Tenant's commercial business which contemplates delivery trucks off-loading/picking up merchandise to and from the Demised Premises and the subsequent delivery to off-site locations to customers and to other retail

stores operated by Tenant); and (iii) the merchandising of any products normally sold in Tenant's other auto parts, supply and accessories stores without restriction, subject to the terms of this Lease.

(b) Tenant may use and occupy the Demised Premises for any lawful purpose, provided such use fully complies with all Applicable Law, subject to the terms, provisions and conditions of this Lease, and provided that Tenant shall not engage in or permit at the Demised Premises any use, or the sale or providing of any product, item or service, that does or could violate any of the restrictions set forth on Exhibit "H" (Prohibited Uses) attached to this Lease and made a part hereof by this reference, and provided further that Tenant shall not use, permit or suffer the use of the Demised Premises or any portion thereof in any manner that creates or constitutes a nuisance of any kind, or that unreasonably disturbs owners and/or occupants of, or causes damage to, neighboring premises or properties. Except during the construction of improvements on the Demised Premises, Tenant shall not cause, permit or suffer any objectionable noise or odor to emanate from the Demised Premises at any time. Tenant agrees to keep the Demised Premises equipped with all safety appliances required by law or ordinance or any public authority and/or any insurance inspection or rating bureau having jurisdiction. The Tenant shall at all times maintain the Demised Premises in clean and sanitary condition, save only normal usage. Nothing contained herein shall be intended to create any obligation on the Tenant to either construct a store building or other improvements or to operate any business at the Demised Premises. If permitted by applicable law, Tenant shall additionally have the right subject to compliance with all Applicable Law to (i) sell snacks and/or cold drinks and (ii) conduct seasonal sales on the sidewalks adjoining Tenant's building on the Demised Premises.

(c) In any use of the Demised Premises and in the conduct of any business on or at the Demised Premises, the Tenant shall fully comply, and shall cause all others holding under it to fully comply, with all codes, statutes, ordinances, and regulations applicable thereto; specifically, but without limiting the foregoing, the Tenant shall at its own expense promptly take or cause to be taken all actions that may be required from time to time to make the Demised Premises comply with all applicable provisions of the Americans with Disabilities Act and all other applicable laws, ordinances and regulations, to the extent that compliance therewith is required under the terms thereof.

(d) The Tenant shall not at any time occupy or use the Demised Premises, or permit or suffer any part thereof to be occupied or used, for any unlawful or illegal business, use or

purpose, nor for any purpose or in any manner that would constitute a violation of any laws, rules, codes, requirements, orders, directions, ordinances or regulations of any governmental or other lawful authority then in effect. The Tenant shall, immediately upon the discovery of any such unlawful, illegal, or prohibited use, take all necessary steps, legal and equitable, to discontinue such use and to oust and remove any occupants or other persons engaging in or causing any such unlawful, illegal, or prohibited use.

(e) The Tenant shall procure and at all times maintain in effect all licenses and permits required for any use of the Demised Premises made by the Tenant, or required for any activity carried on by or at the behest of Tenant in, at or on the Demised Premises or any portion thereof, and shall cause all others holding under the Tenant to procure and at all times maintain in effect all licenses and permits required for any use of the Demised Premises made ~~by those holding under Tenant, or required for any activity carried on by or at the behest of~~ Tenant or others holding under Tenant in, at or on the Demised Premises or any portion thereof.

(f) The Tenant shall not, and shall not permit or suffer any subtenants or others holding under Tenant, or any of its or their employees, officers, agents, contractors, subcontractors, customers, invitees or visitors to violate any of the covenants or obligations of the Tenant hereunder, and in any event Tenant shall be fully responsible for all actions and negligence of Tenant and of its employees, officers, agents, contractors, subcontractors, customers and visitors while at, in or on the Demised Premises.

28. **UTILITIES AND MAINTENANCE:** (a) Tenant agrees to pay on or prior to their due dates all charges for all water, steam, gas, heat, hot water, electricity, water, sewer, light, power, telephone, data and other communications services, trash disposal and all other utilities and ~~services furnished or supplied to the Demised Premises or the occupants thereof from the date~~ of Delivery of the Demised Premises to Tenant until the termination or expiration of the Term of this Lease, together with any taxes thereon, including but not limited to all electricity for lighting, office machines, telephones and equipment, kitchen and other appliances, audio equipment, cash registers and computers, outlets, air conditioning and heat pumps (hereinafter collectively referred to as "Utility Expenses"). Interruption of any such utilities or other services shall not constitute an eviction nor shall it entitle Tenant to any compensation or abatement of rent, ~~unless caused by the gross negligence or willful misconduct of Landlord. Landlord shall have~~ no obligation to restore any utility or other service to the Demised Premises in the event of any interruption thereof. All utility accounts shall be in the name of Tenant, or in the names of those

holding under Tenant. Tenant shall pay or cause to be paid all Utility Expenses directly to the utilities and other entities providing the services charged as Utility Expenses.

(b) Tenant shall, at all times upon and after Delivery of the Demised Premises to Tenant, and at Tenant's own cost and expense, keep and maintain, repair and replace as necessary or cause to be kept and maintained in good repair and condition, with all necessary replacements (ordinary wear and tear excepted) all buildings and Improvements (including the parking lot, all signage, and all other site improvements) and all facilities installed therein or thereat at any time erected, constructed or installed on the Demised Premises, and shall use all reasonable precautions to prevent waste, damage, unsafe conditions or injury. Tenant shall keep the entire Demised Premises at all times (except to the extent otherwise necessary when under construction) in a safe, clean and attractive appearance and condition, free from trash, blowing dirt or dust, and uncut weeds, and in full compliance with all Applicable Law. Landlord shall not be required or obligated to furnish any services or facilities whatsoever, to maintain the Demised Premises or any portion thereof in any respect whatsoever, or to make any improvements, repairs, replacements or alterations of any kind in or to the Demised Premises or any portion thereof or any improvements thereon at any time, after Delivery of the Demised Premises to Tenant, regardless of the condition thereof or the existence of any dangerous, unsightly, or noxious or offensive condition at or on the Demised Premises at any time. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance, repair and replacement of the Demised Premises and of all improvements and installations thereon from time to time. Tenant and Landlord expressly waive the benefit and application of any statute, regulation or rule of law now or hereafter in effect to the extent it is inconsistent with the terms of this Lease with respect to maintenance, repair and replacement obligations, or which affords Tenant the right to maintain or make repairs or replacements at the expense of Landlord, or to terminate this Lease by reason of any needed repairs, replacements or maintenance.

29. **GENERAL PROVISIONS:** (a) This Ground Lease (and the documents referred to herein) constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(b) This Ground Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legatees, distributees, legal representatives, and permitted successors and assigns.

(c) This Ground Lease shall not be modified, amended or supplemented, in whole or part, without the prior written consent of both of the parties hereto. Each and every waiver of any covenant, representation, warranty or any other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver, in order to be enforceable. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance. Acceptance by the Landlord of Rent or any other payment with knowledge of a breach of or default under any term or condition hereof by the Tenant shall not constitute a waiver by the Landlord of the same or of any other breach or default. All monetary obligations of Tenant under the terms of this Lease are deemed to be rent, regardless whether the same are payable to Landlord. Any payment given Landlord by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment.

(d) All exhibits and schedules attached or to be attached hereto, and all other agreements and instruments referred to herein, are hereby incorporated herein by reference, as fully as if copied herein verbatim.

(e) This Ground Lease shall be governed by and interpreted and construed in accordance with, the internal laws of the State of Maine without regard to and excluding its principles of conflicts of laws and choice of law rules. Any litigation between the Parties hereto concerning this Lease or any of the rights or obligations of any of the Parties hereunder shall be initiated only in the federal or State courts located in the State of Maine located in the county in which the Demised Premises are located. The parties agree that the subject matter of this lease has a material and substantial nexus with Cumberland County, Maine, such that "Long Arm" jurisdiction in Cumberland County, Maine, or the applicable Federal court located within the State of Maine shall be appropriate, and each of the parties hereby consents to the jurisdiction of such courts and hereby irrevocably and unconditionally submits itself to the personal jurisdiction of such courts in all matters relating in any way to the subject matter of this Lease and hereby waives the benefit of jurisdiction derived from present or future domicile. Final judgment against any party in any such action, suit or proceeding shall be conclusive and

may be enforced in any other jurisdiction by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact.

(f) The parties further agree that upon request, they shall do such further reasonable acts and deeds, and shall execute, acknowledge, deliver and record such other reasonable documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Ground Lease.

(g) Unless the context clearly requires another construction, throughout this Ground Lease, the masculine gender shall be deemed to include the neuter or feminine or both, the neuter gender shall include the masculine or feminine or both, and the singular of terms shall include the plural and vice versa. The section headings are for convenience only and shall not affect the meaning or construction hereof.

~~(h) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the same provision in any other respect, or of any other provision hereof in any respect, and all other provisions shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein to the extent of such invalidity, illegality or unenforceability. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.~~

(i) Time is of the essence in the performance of each of the parties' respective obligations hereunder, and of each and every provision of this Lease.

(j) This Ground Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

(k) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

~~(l) All provisions of this Ground Lease shall be construed as covenants and agreements where used in each separate provision hereof and shall bind and enure to the benefit of the~~

parties hereto, their respective heirs, legal representatives, successors and assigns and shall run with the land.

(m) If more than one person or entity is named as Landlord in this Ground Lease and executed the same as Landlord, then the word "Landlord" whenever used herein shall refer to all such persons or entities, and the liability of such persons or entities for compliance with or for the performance of all terms, conditions, covenants and provisions hereof shall be joint and several.

(n) All periods of time shall include Saturdays, Sundays and legal holidays; provided that, if the last day to perform any act or give notice falls on a Saturday, Sunday or legal banking holiday in the State of Maine, then such act or notice shall be timely performed if given on the next succeeding business day.

~~(o) Tenant has no right to retain possession of the Demised Premises or any part thereof~~
beyond the expiration or earlier termination of this Lease. The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term hereof or by reason of Tenant's occupancy of the Demised Premises before or after such termination or expiration. In the event the Tenant shall hold over after the expiration of the Term hereof, with the consent of the Landlord, such holding over shall be a tenancy from month to month at one and one half (1.5) times the Rent herein specified for the period immediately preceding the expiration of the Term hereof (pro-rated on a monthly basis), including all rent adjustments and Additional Rent, and shall otherwise be on all the terms and conditions herein specified. After the termination of this Lease and during the holding over period, either the Landlord or the Tenant may terminate this Lease by giving written notice to the other party. The termination shall take effect thirty (30) days after the giving of such written notice. Any holding over without the express prior written consent of the Landlord shall be a tenancy at sufferance only, terminable without notice by either party, and Tenant shall be liable to Landlord for all direct and consequential damages arising therefrom, in addition to Base Rent at two (2) times the rate in effect for the period immediately preceding the expiration of the Term hereof, (pro-rated on a monthly basis) and shall otherwise be on all the terms and conditions herein specified. Nothing in this Section or elsewhere in this Lease shall constitute permission to Tenant to hold over after the expiration or termination of the Term, or shall limit the damages recoverable by Landlord in the event Tenant fails to vacate the Demised Premises at the expiration or termination of the Term.

(p) There shall be no merger of this Ground Lease or of the leasehold estate hereby created with any other estate or interest in the Demised Premises or any portion thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, (a) this Ground Lease or the leasehold estate hereby created or any interest in this Ground Lease or such leasehold estate, and (b) any such other estate or interest in the Demised Premises or any portion thereof, and this Ground Lease shall not be terminated for any cause or reason whatsoever except as expressly provided herein or unless mutually agreed upon by the parties.

(q) Upon request by Tenant, Landlord shall promptly furnish to Tenant Landlord's tax identification number(s) so that Tenant may report the payments made by Tenant to Landlord hereunder as required by applicable governmental authorities.

(r) Nothing contained in this Ground Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and no provision contained in this Ground Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

(s) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any specific article, section or subsection hereof. All exhibits and schedules attached or to be attached hereto, and all other agreements and instruments referred to herein, are hereby incorporated by reference into this Agreement, as fully as if copied herein verbatim. The word "party" or "parties" means only those persons or entities who are signatories to this Agreement. The terms "include," "includes," "including," or words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Agreement means one or other or both, or any one or ones or all, of the items, entities or persons in connection with which the words are used. All provisions of this Lease to be observed or performed by Tenant and Landlord are both covenants and conditions.

(t) THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, ARISING FROM OR RELATING TO THE SUBJECT MATTER HEREOF. THE PARTIES HERETO WAIVE ANY RIGHT TO ANY PUNITIVE DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SUCH DAMAGES.

30. **REMOVAL OF ASBESTOS and HAZARDOUS SUBSTANCES:** (a) In the event that the Tenant's due diligence investigations of the Demised Premises reveal that any Asbestos or other Hazardous Materials, including but not limited to any light ballasts containing PCBs, or any underground storage tanks ("UST's") or any contamination relating thereto, are present at, on, under or within the Demised Premises or any improvements thereto, and if Tenant decides not to terminate this Agreement prior to Delivery of the Demised Premises to Tenant pursuant to Tenant's rights under this Lease, then within sixty (60) days after Delivery of the Demised Premises by Landlord to Tenant, Tenant shall at Tenant's sole cost and expense (and subject to Landlord's Contribution, as defined below), except as hereinafter specifically set forth, remove and properly remediate and dispose of any and all Asbestos, light ballasts ~~containing PCBs, USTs and other Hazardous Materials (collectively the "Existing Hazardous Materials")~~ from the Demised Premises in accordance with the following terms and conditions.

(b) Landlord agrees to sign and/or execute any and all document reasonably necessary for said removal, remediation and disposal in Landlord's name, provided that Landlord shall not be obligated hereby to sign any documents that may impose any cost or liability upon Landlord that Landlord would not otherwise have, or that may affect the uses to which the Demised Premises may be put. All Existing Hazardous Materials shall at all times, as between Landlord and Tenant, remain the sole and exclusive property of Landlord, provided that this provision is not intended to, and shall not, affect any right or claim of Landlord against any previous owner of the Demised Premises for indemnity, contribution, or otherwise in relation to any Existing Hazardous Materials at, on or under the Demised Premises.

(c) Tenant shall remove, remediate and dispose of the Existing Hazardous Materials from the Demised Premises and from any improvements thereon in accordance with the requirements of all applicable governmental authorities and in accordance with all Environmental Law and other Applicable Law. Tenant shall not be required to restore any damage caused to the buildings by such removal, remediation or disposal, but any such restoration elected by Tenant shall be at Tenant's sole cost and expense. Upon completion of the removal remediation and disposal of all Existing Hazardous Materials, Tenant shall provide Landlord with a written and sealed certification (certified to Landlord and Tenant) by an engineer licensed in the State of Maine stating that any and all Existing Hazardous Materials have been removed, remediated and disposed of in compliance with all governmental requirements pertaining to the removal and disposal thereof, and Tenant shall provide Landlord with all appropriate

documentation regarding the removal, remediation and disposal thereof in form reasonably acceptable to Landlord, and sufficient for Landlord to prove the compliance of such removal, remediation and disposal with all requirements of Applicable Law. In the event no Existing Hazardous Materials are present on, at or within the Demised Premises or improvements thereto, then the provisions of this Section 30 shall not be applicable. In addition, conditioned upon Landlord paying Landlord's Contribution (defined below) to Tenant, Tenant shall furnish Landlord with reasonable documentation that Tenant has paid for all labor and materials furnished in connection with the performance of such removal, remediation and disposal of all Existing Hazardous Materials. Documentation of such payment shall be deemed sufficient if satisfactory to Tenant's title company in order to issue Tenant's title insurance policy free from exception for liens or lien claims by the furnishers of such labor and materials. Landlord may verify the removal, remediation and disposal of all Existing Hazardous Materials.

(d) Tenant covenants and agrees to save, indemnify, defend (with counsel reasonably acceptable to Landlord), and hold Landlord harmless from and against any and all claims, losses, damages, liability and expenses, including, but not limited to, court costs and attorney's fees and all claims by contractors, subcontractors and their employees, and furnishers of labor and materials, arising out of or in connection with Tenant's removal, remediation and/or disposal of Existing Hazardous Materials hereunder and entry into the Demised Premises for such purposes and/or from the failure of Tenant to fully or properly perform the obligations of Tenant hereunder.

(e) After the removal, remediation and disposal of the Existing Hazardous Materials hereunder, Tenant shall be obligated, in addition, to demolish all existing buildings, structures and improvements now located on the Demised Premises (including without limitation the proper disposal of all debris and materials resulting from such demolition), all at Tenant's sole cost and expense, including the payment of all fees associated therewith, so that Tenant may construct its intended building.

(f) Conditioned upon Tenant completing the removal, remediation and disposal of all Existing Hazardous Materials in accordance with all requirements of this Section 30, Landlord agrees to contribute an amount ("Landlord's Contribution") to the out of pocket third party costs of such removal, remediation and disposal actually incurred by Tenant, based upon full copies of invoices therefor to be provided by Tenant to Landlord, showing the amount of the expenses incurred and breaking out the services and materials rendered in a manner sufficient to verify that the expenses covered relate only to the removal, remediation and disposal of Existing Hazardous Materials. The Landlord's Contribution shall be in an amount equal to the total costs

of all such removal, remediation and disposal of Existing Hazardous Materials at and from the Demised Premises, up to but not to exceed a maximum amount of Fifty Thousand Dollars (\$50,000.00). If Tenant incurs any costs or expenses in excess of Fifty Thousand Dollars (\$50,000.00) in any connection with such removal, remediation or disposal of any Existing Hazardous Materials at or from the Demised Premises, such excess amount shall be paid solely by Tenant, and Landlord shall have no liability or obligation with respect to any such excess amount.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease as of the day and year first above written.

LANDLORD:

BVM Portland, LLC

By: 
Phuong Le
Its: Manager

TENANT:

AutoZone Development LLC

By: AutoZone Investment Corporation, a
Nevada corporation

Its: Sole Member

By: _____

Its: _____

By: _____

Its: _____

Approved for Execution (AutoZone Internal)

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease as of the day and year first above written.

LANDLORD:

BVM Portland, LLC

By: _____

Phuong Le

Its: Manager

TENANT:

AutoZone Development LLC

By: AutoZone Investment Corporation, a Nevada corporation

Its: Sole Member

By: Rebecca W. Ballou

Its: Vice President

By: Mark A. Finestone

Its: Mark A. Finestone
SVP Merchandising

Approved for Execution (AutoZone Internal)

KSA

[Signature]

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT A

A certain lot or parcel of land, with the buildings thereon, situated at Morrill's Corner so-called, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Westerly by Forest Avenue; northwesterly by Allen Avenue, easterly by a line which formerly marked the westerly line of the location of the Maine Central Railroad Company (now the Portland Terminal Company); southwesterly by a line which was formerly the northeasterly line of the location of the Portland & Rochester Railroad Company (now the location of said Portland Terminal Company).

Reference is hereby made to a plan of taking recorded in the records of the County Commissioners for the County of Cumberland in Vol. 5, Page 49.

Being the same premises conveyed by warranty deed from Herbert E. Ginn, et al. to Wok Inn, dated August 15, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6875, Page 46.

This conveyance is SUBJECT TO easements granted to Central Maine Power Co. and New England Telephone and Telegraph Co.

This conveyance is further SUBJECT TO a Notice of Layout and Taking by the Maine Department of Transportation dated June 26, 2002 and recorded in said Registry of Deeds in Book 18020, Page 286.

EXHIBIT "B"

SITE PLAN

Preliminary Site Plan

Creating
customers
for
life

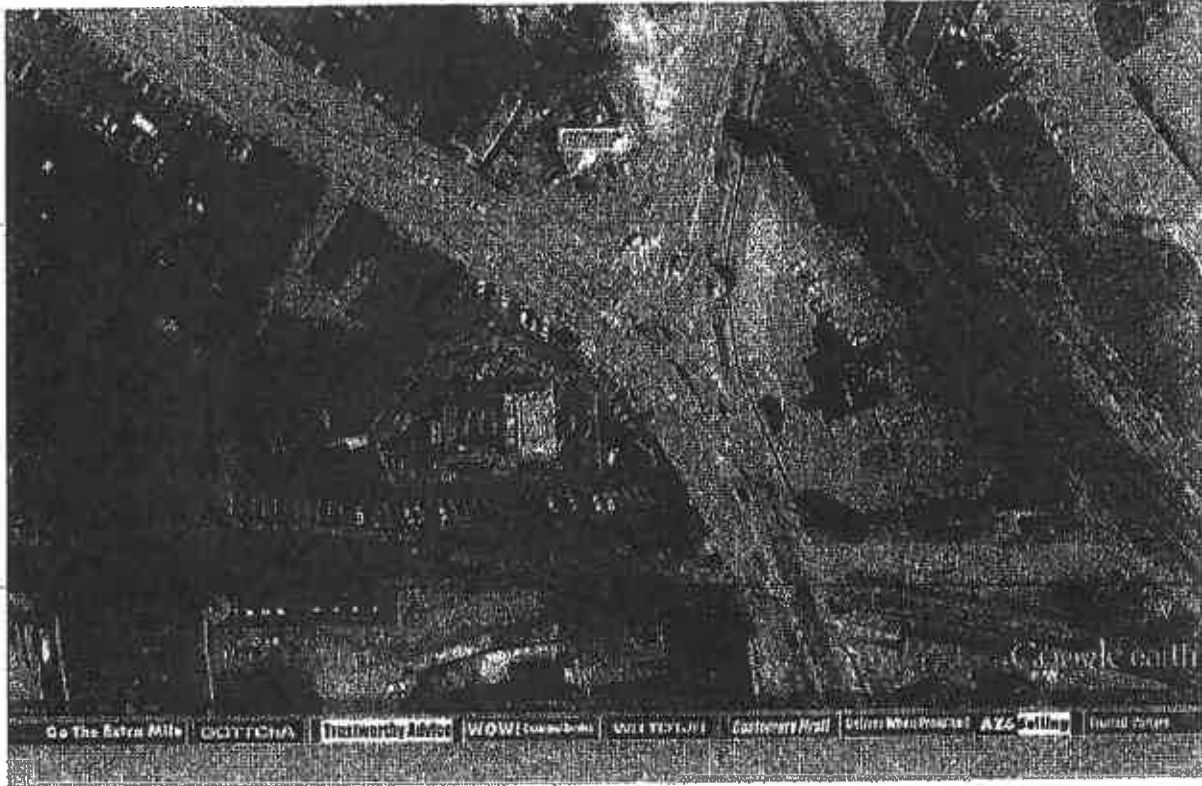


EXHIBIT "C"

TITLE EXCEPTIONS

Landlord covenants that prior to commencement of the Term of this Ground Lease, the ~~Landlord will deliver to Tenant a completed W-9 form reflecting Landlord's federal tax ID, and~~ will obtain from the holder of the mortgage described below an agreement in accordance with the Section in this Lease entitled SUBORDINATION AND NON-DISTURBANCE:

Mortgage by and between BVM Portland, LLC and Bath Savings Institution dated March 19, 2014, and recorded in said Registry of Deeds in Book 31396, Page 325.

Landlord represents that the following are the only recorded encumbrances on the Demised Premises of which Landlord has actual knowledge, without any duty to investigate, as of ~~the date of Landlord's execution of this Lease.~~ Landlord makes no warranty or representation of any kind as to the actual or any potential effect of the listed exceptions upon Tenant's proposed use of the Demised Premises, or as to the existence or effect of any other or further encumbrances upon, or exceptions to, title to the Demised Premises, including but not limited to any easements, restrictions, or other matters of title that may exist, and Tenant agrees that Tenant is not relying upon Landlord's representation herein for any purpose whatsoever, but that Tenant shall be solely responsible to satisfy itself as to title to the Demised Premises without any reliance upon any representation or warranty made by Landlord with respect thereto. The title exceptions known to Landlord in accordance with this paragraph are as follows:

1. Rights and Easements granted to Central Maine Power Company & New England Telephone and Telegraph Company in instrument dated August 11, 1969, and recorded in the Cumberland County Registry of Deeds in Book 3106, Page 592.
2. Affidavit of Wok Inn Portland, Inc. f/k/a Wok Inn dated June 3, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11466, Page 51, to the extent it may affect the premises.
3. Notice of Layout and Taking by the Maine Department of Transportation dated June 26, 2002, and recorded in the Cumberland County Registry of Deeds in Book 18020, Page 286.

4. Settlement Agreement between Yue Holdings, Inc. f/k/a Wok Inn Portland, Inc. and Judy Tang dated February 6, 2014, and recorded in the Cumberland County Registry of Deeds in Book 31326, Page 87, to the extent it may affect the premises.

5. Assignment of Leases and Rents by and between BVM Portland, LLC and Bath Savings Institution dated March 19, 2014, and recorded in said Registry of Deeds in Book 31397, Page 1.

6. Mortgage by and between BVM Portland, LLC and Bath Savings Institution dated March 19, 2014, and recorded in said Registry of Deeds in Book 31396, Page 325.

EXHIBIT "D"

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of _____, 2015, by and between _____ ("Lender"), and AutoZone Development LLC, a Nevada limited liability company, ("Tenant").

WHEREAS, Lender is the holder of a certain promissory note secured by a deed of trust or mortgage recorded _____ in _____, _____ in the property described herein (together with all renewals, modifications, amendments, future advances and extensions thereof, collectively, the "Mortgage"); and

WHEREAS, Tenant is the Tenant under that certain Ground Lease (together with all amendments, modifications and extensions thereof, collectively, the "Ground Lease") dated as of _____, 2013, with _____, a _____ ("Landlord"), pertaining to certain real property more fully described in Exhibit "A", attached hereto and incorporated herein by reference, and the improvements thereto (the "Demised Premises").

NOW, THEREFORE, in consideration of the agreements, promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms which are used but not otherwise defined herein shall have the same meanings ascribed to them in the Ground Lease.

2. Tenant's agreement is upon and subject to the express conditions that:

(a) So long as Tenant continues to pay Rent as provided for in the Ground Lease and otherwise complies with all the terms and provisions thereof, Lender shall not disturb the rights of possession of Tenant in and to the Demised Premises as set forth in the Ground Lease or other premises as set forth in the Ground Lease, notwithstanding any foreclosure or proceedings in lieu thereof affecting the Demised Premises and whether or not Tenant is made a party thereto;

(b) If all or any part of the Demised Premises is damaged or destroyed by casualty, the proceeds of any insurance carried by Tenant relating thereto shall be and remain the sole and exclusive property of Tenant, and, upon request, Lender shall promptly execute and deliver a written assignment to Tenant of any and all such insurance proceeds;

(c) If all or any part of Tenant's improvements to the Demised Premises is taken by exercise of any right of eminent domain or conveyed in lieu of any such threatened taking, the proceeds of the condemnation award attributable to Tenant's improvements shall be and remain the sole and exclusive property of Tenant, and, upon request, Lender shall promptly execute and deliver to Tenant a written assignment to Tenant of all such proceeds;

(d) Upon passing of title to the Demised Premises or any part thereof to Lender or to any other party in any foreclosure or proceedings in lieu thereof, the party acquiring such title shall thereupon during the period of such party's ownership, by virtue of such acquisition of title and continued ownership and without the execution of any further instruments or documents be deemed to be Landlord for all purposes of the Ground Lease during the period of such ownership and be deemed to have assumed the full and complete performance of all the obligations of Landlord as set forth in the Ground Lease; and

3. Lender, by its acceptance of this Agreement, agrees that in the event Lender or any other party takes possession of the premises as note-holder-in-possession, by foreclosure of the Mortgage, or by acquisition of title in lieu of foreclosure, Lender or such other party shall not affect or disturb Tenant's right to possession of the Demised Premises or Tenant's other rights under the Ground Lease in the exercise of Lender's rights so long as Tenant is not then in default under any of the terms, covenants, or conditions of the Ground Lease beyond the curative periods applicable thereto as provided in the Ground Lease. In the event that Lender or any other party succeeds to the interest of Landlord under the Ground Lease by foreclosure or by acquisition of title to the Demised Premises in lieu of foreclosure, or any other action taken under the Mortgage by Lender, or in the event that Lender or any other party exercises the rights granted to it by any assignment, Tenant hereby agrees to be bound to Lender or such other party under all of the terms, covenants and conditions of the Ground Lease, and Tenant agrees that it shall attorn to, and be liable to and recognize Lender or such other party as Tenant's new landlord for the balance of the Term of the Ground Lease upon and subject to all the terms and conditions thereof, and the Ground Lease and the rights of Tenant thereunder shall continue in full force and effect as a direct lease between Tenant and Lender or such other party upon all the terms, covenants, and agreements set out in the Ground Lease, and Tenant shall thereafter make the rental payments set out in the Ground Lease as instructed by written notice of Lender or such other party, forwarded to Tenant by certified mail, return receipt requested or registered mail, postage prepaid, at least ten (10) days prior to the date when the next payment of Rent or other sum payable under the Ground Lease is due. Such attornment

shall be effective and self-operative without the execution of any further instrument by Lender, such other party, or Tenant immediately upon the succession by Lender or such other party to the interest of Landlord under the Ground Lease; and the respective rights and obligations of Tenant and Lender or such other party upon such attornment, to the extent of the then remaining balance of the Term of the Ground Lease and any extension or renewal permitted thereby, shall be and are the same as are now set forth in the Ground Lease or as it may have been modified with Lender's consent, provided that Lender or such other party shall only be responsible for the obligations of the Landlord under the ground lease for the period of Lender's or such other party's possession or ownership of the Demised Premises.

This Agreement shall be binding on and inure to the benefit of Tenant, Lender and their respective successors and assigns.

Signatures appear on the following page(s).

IN WITNESS WHEREOF, Tenant and Lender have caused this Agreement to be executed as of first date stated above.

TENANT:
AutoZone Development LLC

By: _____

Its: _____

By: _____

Its: _____

LENDER:

By: _____

Its: _____

Approved for Execution (AutoZone Internal)

STATE OF TENNESSEE)

) SS.:

COUNTY OF SHELBY)

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, _____ and _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be the _____ and _____, respectively, of AutoZone Development LLC, a Nevada limited liability company, the within named bargainors, and that they as such _____ and _____, and being fully authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

STATE OF _____)
) SS.:
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the _____ of _____, the within named bargainer, and that he/she as such _____, and being fully authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of _____ by himself/herself as such _____.

WITNESS my hand and seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

EXHIBIT "E"

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is dated as of _____, 20__ by and between _____, a _____, ("Lender"), its successors and assigns (including, but not limited to, the holder of the promissory note and Mortgage (as defined herein)), and AutoZone Development LLC, a Nevada limited liability company ("Tenant").

WHEREAS, Tenant is the Tenant under a certain Ground Lease dated as of _____, 2015 (together with all extensions, modifications and renewals thereof, collectively, the "Ground Lease"), with BVM Portland, LLC, a Maine limited liability company ("Landlord"), pertaining to certain real property more fully described in Exhibit "A", attached hereto and incorporated herein by reference, and the improvements thereto (the "Demised Premises").

As an inducement to Lender to make a first Mortgage loan (the "Loan") in the original principal amount of \$_____ and interest secured by the Demised Premises and certain personal property, evidenced or to be evidenced by a promissory note secured by the Mortgage, and for other good and valuable consideration, the receipt of which are hereby acknowledged, Tenant hereby warrants and represents to Lender and agrees with Lender as of the date hereof, as follows:

1. The Ground Lease and all of Tenant's rights and interest thereunder are hereby subjected and subordinated to, and are declared to be subjected and subordinated to that certain Mortgage from Landlord to Lender, and all extensions, modifications and renewals thereof or of the indebtedness secured thereby, given as security for the Loan and recorded in the Cumberland County Registry of Deeds and pertaining to the Demised Premises (such deed of trust or Mortgage and all extensions, modifications and renewals thereof are collectively referred to as the "Mortgage"), to the same extent as if the Mortgage documents had been executed, delivered and recorded prior to the execution of the Ground Lease; provided, however, the Mortgage shall not increase or add to any obligations of Tenant under the Ground Lease or terminate or diminish any rights of Tenant under the Ground Lease.

2. Tenant's subordination is upon and subject to the express conditions that:

a. So long as Tenant continues to pay the Rent as provided for in the Ground Lease and otherwise complies with all the terms and provisions thereof, Lender shall not disturb the rights of possession of Tenant in and to the Demised Premises or other premises as set forth in the Ground Lease, notwithstanding any foreclosures or proceedings in lieu thereof affecting the Demised Premises and/or other such other premises and whether or not Tenant is made a party thereto;

b. If all or any part of the Demised Premises or other such premises or the Tenant's improvements thereto are damaged or destroyed by casualty, then the proceeds of any insurance carried by Tenant relating thereto shall be and remain the sole and exclusive property of Tenant, and, upon request, Lender shall promptly execute and deliver a written assignment to Tenant and all such insurance proceeds;

c. If all or any part of Tenant's improvements to the Demised Premises is taken by exercise of any right of eminent domain or conveyed in lieu of any such threatened taking, the proceeds of the condemnation award attributable to such improvements shall be and remain the sole and exclusive property of Tenant, and, upon request, Lender shall promptly execute and deliver to Tenant a written assignment to Tenant of all such proceeds;

d. Upon passing of title to the Demised Premises to the Lender or to any other party in any foreclosure or proceedings in lieu thereof, the party acquiring such title shall thereupon during the period of such party's ownership, by virtue of such acquisition of title and continued ownership and without the execution of any further instruments or documents be deemed to be the Landlord for all purposes of the Ground Lease during the period of such ownership and be deemed to have assumed the full and complete performance of all the obligations of Landlord as set forth in the Ground Lease during such period; and

e. If Lender shall take possession to the Demised Premises, without acquiring title thereto, but in such a manner as to be entitled to receive rents therefrom, Lender shall, in addition, be deemed to have assumed all the obligations of Landlord set forth in the Ground Lease during the period of such possession.

3. Lender, by its acceptance of this Agreement, agrees that in the event Lender or any other party takes possession of the Demised Premises and/or other such premises as a mortgagee-in-possession, by foreclosure of the Mortgage or by acquisition of title in lieu of foreclosure, that Lender or such other party shall not affect or disturb Tenant's right to

possession or Tenant's other rights under the Ground Lease in the exercise of Lender's or such other party's rights so long as Tenant is not in default under any of the terms, covenants, or conditions of the Ground Lease beyond the curative periods applicable thereto under the Ground Lease. In the event that Lender or any other party succeeds to the interest of Landlord under the Ground Lease by foreclosure or by acquisition of title to the Demised Premises and/or other premises in lieu of foreclosure, or any other action taken under the Mortgage by Lender or any other party, or in the event that Lender or any other party exercises the rights granted to it by any assignment, Tenant hereby agrees to be bound to Lender or such other party under all of the terms, covenants and conditions of the Ground Lease, and Tenant agrees that it shall attorn to, and be liable to and recognize Lender or such other party as Tenant's new landlord for the balance of the Term of the Ground Lease upon and subject to all the terms and conditions thereof, and the Ground Lease and the rights of Tenant thereunder shall continue in full force and effect as a direct lease between Tenant and Lender or such other party upon all the terms, covenants, and agreements set out in the Ground Lease, and the rights of Tenant thereunder shall not be terminated or disturbed except in accordance with the terms and provisions of the Ground Lease, and Tenant shall thereafter make the Rental payments set out in the Ground Lease as instructed by written notice of Lender or such other party, forwarded to Tenant by certified mail, return receipt requested or registered mail, postage prepaid, at least ten (10) days prior to the date when the next payment of Rent or other sum payable to Landlord under the Ground Lease is due. Such attornment shall be effective and self-operative without the execution of any further instrument by Lender, such other party or Tenant immediately upon the succession by Lender or such other party to the interest of Landlord under the Ground Lease; and the respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the Term of the Ground Lease and any extension of renewal permitted thereby, shall be and are the same as are now set forth in the Ground Lease or as it may have been modified with Lender's consent, provided that Lender or such other party shall only be responsible for the obligations of the Landlord under the ground lease for the period of Lender's or such other party's possession or ownership of the Demised Premises.

This Agreement shall be binding on and inure to the benefit of Tenant, Lender and their respective successors and assigns, including but not limited to the purchasers at or in lieu of a foreclosure under the Mortgage.

IN WITNESS WHEREOF, Tenant and Lender have caused this Agreement to be executed as of the date first above written.

TENANT:

AutoZone Development LLC

By: _____

Its: _____

By: _____

Its: _____

LENDER:

By: _____

Its: _____

Approved for Execution (AutoZone Internal)

STATE OF TENNESSEE)

) SS.:

COUNTY OF SHELBY)

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, _____ and _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be the _____ and _____, respectively, of AutoZone Development LLC, a Nevada limited liability company, the within named bargainers, and that they as such _____ and _____, and being fully authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

STATE OF _____)

) SS.:

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the _____ of _____, the within named bargainer, and that he/she as such _____, and being fully authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of _____ by himself/herself as such _____.

WITNESS my hand and seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

EXHIBIT "F"

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum of Lease") is made as of the _____ day of _____, 2015, by and between BVM Portland, LLC, a Maine limited liability company ("Landlord"), and AutoZone Development LLC, a Nevada limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Ground Lease dated January _____, 2015 (the "Lease") for premises (the "Demised Premises") more fully described in Exhibit A attached hereto and located at 1207 Forest Avenue, in the City of Portland, County of Cumberland and State of Maine, containing approximately 44,619 square feet of land and more fully described in said Lease; and,

WHEREAS, it is the desire of the parties hereto to enter into a Memorandum of Lease for the purpose of recording the same and giving notice of the existence of the Lease, and of the actual commencement date of the Lease, which has now been determined.

NOW, THEREFORE, in consideration of the rents received and covenants and conditions more particularly set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant and Tenant hereby takes and leases from Landlord, the Leased Premises described on Exhibit A attached hereto and made a part hereof, for an initial Term of fifteen (15) years..

2. The initial Term of the Lease commenced on _____, 20____, and expires on _____, 20____.

3. Tenant has the option to extend the term of the Lease for four (4) separate but successive five (5) year extension terms.

4. This instrument is executed for the purpose of giving public record notice of the fact of execution of the above described Lease and all of the terms and conditions of the Lease are incorporated herein by reference. Nothing contained herein shall be deemed to modify or affect the terms of the Lease, which shall control over any conflicting provisions in this Memorandum of Lease.

5. This instrument shall extend to and be binding upon the parties hereto and their legal representatives, heirs, successors and assigns.

[Signatures appear on the following page(s)]

IN WITNESS WHEREOF, the above named Landlord and the above named Tenant have caused this instrument to be executed on the day and year set forth above.

LANDLORD:
BVM Portland, LLC

TENANT:
AutoZone Development
LLC

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

Approved for Execution (AutoZone Internal)

STATE OF TENNESSEE)

) SS.:

COUNTY OF SHELBY)

~~Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, _____ and _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be the _____ and _____, respectively, of AutoZone Development LLC, a Nevada limited liability company, the within named bargainors, and that they as such _____ and _____, and being fully authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by themselves as such officers.~~

WITNESS my hand and seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

STATE OF _____)
) SS.:
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, Phuong Le, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the Manager of BVM Portland, LLC, the within named bargainor, and that he as such Manager, and being fully authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of BVM Portland, LLC by himself/herself as such Manager.

WITNESS my hand and seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

EXHIBIT A
(To Memorandum of Lease)

A certain lot or parcel of land, with the buildings thereon, situated at Morrill's Corner so-called, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Westerly by Forest Avenue; northwesterly by Allen Avenue, easterly by a line which formerly marked the westerly line of the location of the Maine Central Railroad Company (now the Portland Terminal Company); southwestery by a line which was formerly the northeasterly line of the location of the Portland & Rochester Railroad Company (now the location of said Portland Terminal Company).

Reference is hereby made to a plan of taking recorded in the records of the County Commissioners for the County of Cumberland in Vol. 5, Page 49.

Being the same premises conveyed by warranty deed from Herbert E. Ginn, et al. to Wok-Inn, dated August 15, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6875, Page 46.

This conveyance is SUBJECT TO easements granted to Central Maine Power Co. and New England Telephone and Telegraph Co.

This conveyance is further SUBJECT TO a Notice of Layout and Taking by the Maine Department of Transportation dated June 26, 2002 and recorded in said Registry of Deeds in Book 18020, Page 286.

EXHIBIT "G"

EFT INFORMATION FORM

**ELECTRONIC FUNDS TRANSFER (EFT)
BANK INFORMATION FORM**

Please complete the following Electronic Funds Transfer bank information:

Landlord Name: BVM Portland, LLC

Landlord Address: 2455 Sedgwick Ave. #2K

Bronx, NY 10468

Contact Name: Phuong Le

Contact Phone #: (917) 435-5751

Bank Name: _____

ABA#: _____

Bank Account #: _____

** Must complete below for deposit notices:

Confirmation Type: Email address: benportland@hotmail.com

or

Fax number: _____

If an email address or fax number is unavailable your deposit notice will be mailed.

Authorized Signature

Date

For AutoZone Use Only
Vendor # _____

Store # _____

EXHIBIT "G"
CON'T

EFT PAYMENT ADDENDUM

RE: Store #3879

THIS ADDENDUM supplements and amends the Ground Lease (the "Lease") between **AutoZone Development LLC, a Nevada corporation ("Tenant")** and **BVM Portland, LLC, a Maine limited liability company ("Landlord")** for premises located at 1207 Forest Avenue, Portland (Cumberland, County), Maine 04103.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties are agreed as follows:

1. Landlord agrees to be paid sums due from Tenant via electronic funds transfer ("EFT") to the institution and account number which Landlord may inform Tenant of from time to time. Landlord may change any such institution or account number upon not less than thirty (30) days written notice to Tenant. Landlord shall complete and execute the attached EFT Exhibit "A" which is incorporated herein, designating the initial institution and account number.
2. Tenant will make payments to Landlord's bank as of the date of payment stated in the Lease and upon any other terms that the parties may agree upon in writing from time to time. If such payment date falls on a non-banking day, then such payment shall be due on the next banking day. Payment shall be deemed conclusively made when Landlord's financial institution has control of the payment with proper instructions to credit the same to Landlord's account, provided that if any such payment for any reason is required to be returned, or for any reason is subsequently recalled or rescinded, such recalled, rescinded or returned payment shall not be deemed to have been made.
3. All payments shall be in accordance with and governed by the National Automated Clearing House Association's Corporation Trade Payment Rules, as amended from time to time ("ACH Rules") and Article 4A of the Uniform Commercial Code as adopted in Maine and amended from time to time (the "UCC"). Both ACH Rules and the UCC are incorporated herein by reference, to the extent applicable to the Lease by their terms.
4. Landlord shall indemnify, defend and hold Tenant harmless for any loss of Tenant or Landlord arising from reason of error, mistake or fraud related to any incorrect payment information furnished to Tenant by Landlord.
5. Tenant shall indemnify, defend and hold Landlord harmless for any loss of Tenant or Landlord arising from reason of error, mistake or fraud related to any payment not made with correct payment information as furnished to Tenant by Landlord.
6. Landlord may terminate or amend the instructions for EFT transactions by at least thirty (30) days written notice to Tenant at any time.

7. Nothing in this Agreement shall obligate Tenant to make any payments to Landlord via EFT and Tenant may cease to make EFT payments to Landlord without notice at any time. Should Tenant elect to cease making EFT payments to Landlord, Tenant shall forward any payments which become due to Landlord to the address for making payments as listed in the Lease, or to the last address designated in writing by Landlord for remittal of such payments, or if none, then to Landlord's most recent notice address pursuant to the Lease.
7. Payments to Landlord shall be made by Tenant through a bank designated for that purpose by Tenant from time to time ("Originating Bank"). All payment information shall be sent by Tenant to Originating Bank in CTX format on EDI Document 820. If Landlord's financial institution is incapable of receiving CTX formatted documents, then Landlord must contact Originating Bank to make arrangements to receive remittance information. **Tenant will not make remittance information available to Landlord in any other manner for payments made via EFT.**

~~IN WITNESS WHEREOF, each party hereto warrants and represents that this Agreement has been duly authorized by all necessary corporate action and that this agreement has been duly executed by and constitutes a valid and binding agreement of that party.~~

LANDLORD:
BVM Portland, LLC

TENANT:
AutoZone Development LLC

By: _____
 Phuong Le
 Its Manager

By: _____

Its: _____

By: _____

Its: _____

Approved for Execution (AutoZone Internal)

EXHIBIT "H"

Prohibited Uses

Tenant shall not engage in or permit any of the following uses, or sell any product, item or service, that does or could violate any of the following restrictions, at, on or from the Demised premises or any portion thereof:

1. To sell or display or exhibit for sale any pornographic or obscene material, including any adult book or adult video tape store (defined as stores in which any portion of the inventory is not available for sale or rental to children under 18 years old because such inventory explicitly deals with or depicts human sexuality).
2. As a so-called "head shop" or a facility for the sale of paraphernalia for use with illicit drugs.
3. To engage in any unethical or disreputable method of business operation.
4. Use by any tax exempt or charitable, religious, union or other not-for-profit entity.
5. ~~As an office, store, reading room, headquarters, center or other facility devoted or~~ opposed to the promotion, advancement, representation, purpose or benefit of: (a) any political party, political movement or political candidate, (b) any religion, religious group or religious denomination, (c) any foreign government, (d) any "cause" of any type or nature whatsoever.
6. Commercial or non-profit establishment of any type or nature whatsoever:
 - (a) the primary purpose of which is to sell, afford or permit on-premises sexual stimulation or sexual liaisons;
 - (b) which permits or presents obscene, nude or semi-nude performances or modeling;
 - (c) which sells, affords or permits body massages, whether or not of a sexual nature;
 - (d) ~~which sells "rubber goods" or other sexual or erotic products of a type not~~ commonly found in high-quality, national chain pharmacies;
 - (e) which sells, rents or permits the viewing of X-rated video, photographs, books or other material.
- 7: The provision of any services related to abortion of pregnancy.



February 4, 2016

City of Portland, Maine
389 Congress Street
Portland, ME 04101
207-874-8300

RE: AutoZone - #3879 – 1207 Forest Ave. - Portland, ME 04103

To Whom It May Concern:

The estimated cost to construct the above referenced project is provided as follows:

Site:	\$333,800
Building:	\$376,350
Owner Furnished Items	\$105,620
Total:	\$815,770

AutoZone intends to construct the above referenced project with our own funds.

Please contact me should you have any further questions, or need any additional information.

Respectfully,

Kevin Murphy
Pre-Construction Specialist
AutoZone Store Development
Tel. 901-495-7625
Fax 901-495-8969
kevin.murphy@autozone.com



INSPECTION, MAINTENANCE, AND HOUSEKEEPING PLAN

AutoZone No. 3879
Portland, Maine

Responsible Party

Owner: AutoZone, Inc. Phone: TBD for Specific Location
123 S. Front, St
Memphis, TN 38103

The owner is responsible for the maintenance of all stormwater management structures and related site components and the keeping of a maintenance log book with service records. Records of all inspections and maintenance work performed must be kept on file with the owner and retained for a minimum of five years. The maintenance log will be made available to the Town upon request. At a minimum, the maintenance of stormwater management systems will be performed on the prescribed schedule.

The procedures outlined in this plan are provided as a general overview of the anticipated practices to be utilized on this site. In some instances, additional measures may be required due to unexpected conditions. *The Maine Erosion and Sedimentation Control BMP and Stormwater Management for Maine: Best Management Practices* Manuals published by the MDEP should be referenced for additional information.

During Construction

- 1. Inspection and Corrective Action:** It is the contractor's responsibility to comply with the inspection and maintenance procedures outlined in this section. Inspection shall occur on all disturbed and impervious areas, erosion control measures, material storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site. These areas shall be inspected at least once a week as well as before and after a storm event and prior to completing permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards and conditions in the permit, shall conduct the inspections.
- 2. Maintenance:** Erosion controls shall be maintained in effective operating condition until areas are permanently stabilized. If best management practices (BMPs) need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation must be completed within seven calendar days and prior to any rainfall event.
- 3. Documentation:** A report summarizing the inspections and any corrective action taken must be maintained on site. The log must include the name(s) and qualifications of the person making the inspections; the date(s) of the inspections; and the major observations about the operation and maintenance of erosion and sedimentation controls, materials

storage areas, and vehicle access points to the parcel. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and location(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken. The log must be made accessible to MDEP staff, and a copy must be provided upon request. The owner shall retain a copy of the log for a period of at least three years from the completion of permanent stabilization.

Post construction

- 1. Inspection and Corrective Action:** All measures must be maintained by the owner in effective operating condition. A person with knowledge of erosion and stormwater control, including the standards and conditions of the permit, shall conduct the inspections. The following areas, facilities, and measures must be inspected, and identified deficiencies must be corrected. Areas, facilities, and measures other than those listed below may also require inspection on a specific site.
 - A. Vegetated Areas:** Inspect vegetated areas, particularly slopes and embankments, early in the growing season or after heavy rains to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows.
 - B. Ditches, Swales, and Open Channels:** Inspect ditches, swales, and other open channels in the spring, late fall, and after heavy rains to remove any obstructions to flow, remove accumulated sediments and debris, control vegetative growth that could obstruct flow, and repair any erosion of the ditch lining. Vegetated ditches must be mowed at least annually or otherwise maintained to control the growth of woody vegetation and maintain flow capacity. Any woody vegetation growing through riprap linings must also be removed. Repair any slumping side slopes as soon as practicable. If the ditch has a riprap lining, replace riprap on areas where any underlying filter fabric or underdrain gravel is showing through the stone or where stones have dislodged. The channel must receive adequate routine maintenance to maintain capacity and prevent or correct any erosion of the channel's bottom or side slopes.
 - C. Culverts:** Inspect culverts in the spring, late fall, and after heavy rains to remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit; and to repair any erosion damage at the culvert's inlet and outlet.
 - D. Catch Basins / Dry Wells:** Inspect and, if required, clean out catch basins at least once a year, preferably in early spring. Clean out must include the removal and legal disposal of any accumulated sediments and debris at the bottom of the basin, at any

inlet grates, at any inflow channels to the basin, and at any pipes between basins. If the basin outlet is designed to trap floatable materials, then remove the floating debris and any floating oils (using oil-absorptive pads).

- E. Infiltration Basins:** Inspect soil filter after every major storm event for the first six months to ensure proper function. Thereafter, the filter should be inspected twice per year to ensure that water in the basin drains within 24 hours. If water does not drain within 24-hours, corrective action should be taken to loosen/rototill the surface material.
- F. Regular Maintenance:** Clear accumulations of winter sand in parking lots and along roadways at least once a year, preferably in the spring. Accumulations on pavement may be removed by pavement sweeping. Accumulations of sand along road shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader. Grading of gravel roads or grading of the gravel shoulders of gravel or paved roads must be routinely performed to ensure that stormwater drains immediately off the road surface to adjacent buffer areas or stable ditches and is not impeded by accumulations of graded material on the road shoulder or by excavation of false ditches in the shoulder. If water bars or open-top culverts are used to divert runoff from road surfaces, clean out any sediment within or at the outlet of these structures to restore their function.

Municipalities with separate storm sewer systems regulated under the Maine Pollutant Discharge Elimination System (MPDES) Program may report on all regulated systems under their control as part of their required annual reporting in lieu of separate certification of each system. Municipalities not regulated by MPDES but that are responsible for maintenance of permitted stormwater systems may report on multiple stormwater systems in one report.

Duration of Maintenance

Perform maintenance as described and required in the permit unless and until the system is formally accepted by the municipality or quasimunicipal district or is placed under the jurisdiction of a legally created association that will be responsible for the maintenance of the system. If a municipality or quasimunicipal district chooses to accept a stormwater management system or a component of a stormwater system, it must provide a letter to the department stating that it assumes responsibility for the system. The letter must specify the components of the system for which the municipality or district will assume responsibility and that the municipality or district agrees to maintain those components of the system in compliance with department standards. Upon such assumption of responsibility and approval by the department, the municipality, quasimunicipal district, or association becomes a co-permittee for this purpose only and must comply with all terms and conditions of the permit.

MAINTENANCE LOG

**AutoZone No. 3879
Portland, Maine**

The following stormwater management and erosion control items shall be inspected and maintained as prescribed in the Maintenance Plan with recommended frequencies as identified below. The owner is responsible for keeping this maintenance log on file for a minimum of five years and shall provide a copy to the Town upon request. Inspections and corrective actions shall be performed by qualified personnel familiar with stormwater management systems and erosion controls.

Maintenance Item	Maintenance Event	Date Performed	Responsible Personnel	Comments
Ditches, swales, and other open channels	Inspect after major rainfall event producing 1" of rain in two hours.			
	Inspect for erosion – repair immediately.			
Culverts	Inspect semiannually and after major rainfall.			
	Repair erosion at inlet or outlet of pipe.			
	Repair displaced riprap.			
	Clean accumulated sediment in culverts when >20% full.			
Dry Well	Inspect to ensure that structure is properly draining.			
	Remove accumulated sediment semiannually.			
	Inspect grates/inlets and remove debris as needed.			
Infiltration Basins	Check after each rainfall event to ensure that pond drains within 24 hours.			
	Inspect semiannually for erosion or sediment accumulation and repair as necessary.			

Traffic Assessment

TO: Barbara Barhydt, AICP
Development Review Manager
Planning Division
City of Portland
389 Congress St.
4th Floor
Portland, ME 04101

FROM: John Q. Adams, P.E., PTOE
Senior Transportation Engineer
Milone & MacBroom, Inc.

DATE: March 14, 2016

RE: **Traffic Impact Assessment**
Proposed AutoZone Store
Forest Avenue, Portland, Maine

Introduction

Milone and MacBroom, Inc. (MMI) has completed a traffic impact assessment for the proposed 6,970 sf auto parts store to be located at 1207 Forest Avenue. The site is located on the east side of the intersection of Forest Avenue (Route 302) and Allen Avenue (Route 100). The previous use on the site included a 4,285 sf fast-food Chinese restaurant with 64 on-site parking spaces. A reduced copy of the site plan is included in the appendix to this assessment.

Site Access

Access to the site will be provided via two entrances; the primary full-access entrance will be on Allen Avenue, with a second right-turn in-only site access provided via Forest Avenue. The intersection of Forest Avenue and Allen Avenue forms a four-way signalized intersection with Forest Avenue generally running north/south, with Allen Avenue approaching from the northeast and the McDonald's entrance from the west. This signalized intersection is part of the greater Forest Avenue coordinated traffic signal corridor.

The primary site entrance is proposed to be 30 ft. wide and will be located on Allen Avenue approximately 100 ft. from the stop bar on Allen Avenue. The secondary site entrance will be restricted to a right-turn in only and will be located on Forest Avenue approximately 100 ft. from the stop bar. This entrance will also handle the site deliveries, which may include larger trucks up to a WB-62 design vehicle. This right-turn in-only entrance has been designed to keep a narrow 14 ft. entrance to handle passenger cars and restrict vehicles from using it as a left-turn in, and also to discourage egress movements. The entrance has been designed with sloped granite curb to enable larger trucks to make the right-turn in.

As part of this site plan design, access management has been made a priority. The original site had four curb cuts, three of the existing most interior curb cuts have been eliminated. The proposed site plan will improve site access and access management proposing two entrances; one full-access from Allen Avenue

and the other right-turn in-only from Forest Avenue. The proposed site plan has also located the two site entrances as far from the intersection as feasible. This should be a safety benefit for vehicles accessing the site and for vehicles utilizing the intersection of Forest Avenue and Allen Avenue by reducing the overall number of curb cuts in close proximity to the intersection.

Site Trip Generation

We have calculated expected new site trip generation utilizing the 8th Edition of the Institute of Transportation Engineer’s Trip Generation Manual, specifically Land Use Codes; 843, Automobile Parts Store. We have calculated expected trip generation for the weekday AM and PM peak hours as well as for the Saturday peak hour. The proposed land use is a significantly lower trip generator than the former use on the site which was a fast food restaurant. To quantify the reduction in trip generation of the proposed use compared to the existing use, we have summarized the trip generation calculation in Table 1 below. Land Use Codes; 933, Fast Food without Drive-Through was utilized to calculate trip generation from the former use.

Table 1
Trip Generation Calculations
Proposed 2,898 sf Credit Union with 2 Drive-Through Lanes

EXISTING FAST FOOD RESTAURANT, LUC 933			
BY 1000 SF	SF	RATE (Trips/1000SF)	TOTAL
WEEKDAY AM PEAK HOUR	4,285	63.50	272
WEEKDAY PM PEAK HOUR	4,285	52.40	225
SATURDAY PEAK HOUR	4,285	54.55	234
PROPOSED AUTOPARTS STORE, LUC 843			
BY 1000 SF	SF	RATE (Trips/Lane)	TOTAL
WEEKDAY AM PEAK HOUR	6,970	4.41	31
WEEKDAY PM PEAK HOUR	6,970	6.44	45
SATURDAY PEAK HOUR	6,970	11.1	77
NET NEW TRIP GENERATION			
WEEKDAY AM PEAK HOUR			-241
WEEKDAY PM PEAK HOUR			-180
SATURDAY PEAK HOUR			-157

Reference: ITE Trip Generation Manual, 8th Edition

Our review of expected trip generation indicates that the proposed auto parts store will produce 31 weekday AM peak hour trip-ends, 45 weekday PM peak hour trips-ends and 77 Saturday peak hour trip-ends. The net trip generation calculation results in the following: -241 weekday AM peak hour trip-ends, -180 weekday PM peak hour trips-ends and -157 Saturday peak hour trip-ends. This confirms that the proposed land use will be a significantly lower trip generator than the former use. Based on these calculations the proposed use will not require a Maine DOT Traffic Movement Permit (TMP).

The Manual has also published information for the entering and exiting site generated trip-ends based on the weekday PM peak hour time period. These are shown below:

<u>ITE Land Use Code</u>	<u>Time Period</u>	<u>%Entering Trips / %Exiting Trips</u>
843 Auto Parts Store	Weekday AM	Approx. 50%/50% *estimated data not available
843 Auto Parts Store	Weekday PM	Approx. 51%/49%
843 Auto Parts Store	Saturday Peak	Approx. 51%/49%

Accident Data

We have reviewed accident data for the latest available three-year period (2012-2014) available from Maine DOT. We have reviewed data for the intersections of Allen Avenue and Forest Avenue. The accident data is summarized below:

<u>Node</u>	<u>Intersection</u>	<u># of Accidents</u>	<u>Primary Accident Type</u>
16872	Allen Ave at Forest Ave	47	39 rear-end/sideswipe

There was a total of 47 accidents recorded at the intersection and it had a critical rate factor of 1.05, which means that the intersection is classified as a high crash location by Maine DOT. Intersections are classified as a high crash location if they have a critical rate factor greater than 1.0 and a minimum of 8 accidents in a 3-year period. A review of the accident data revealed that the primary accident pattern was rear-end/side swipe type, which tend to occur at high traffic volume signalized intersections. We have enclosed an accident diagram for the intersection at the end of this assessment. Additional back-up accident data is provided in the appendix.

The proposed site entrances have been designed to promote safety and reduce accidents related to vehicles accessing the AutoZone site; this has been accomplished in three ways. These included; an overall reduction in the number of entrances from the four existing to the two proposed, the two proposed entrances (one on Allen Avenue and one on Forest Avenue) have been located as far away from the intersection as feasible, and lastly, only the Allen Avenue entrance, which carries lower volumes than Forest Avenue, is full-access. The Forest Avenue entrance is proposed as a right-turn in-only.

Sight Distance

Sight distance measurements were taken from the proposed site entrance location on Allen Avenue in accordance with City of Portland standards. The posted speed on this section of Allen Avenue is 35 mph and the posted speed on Forest Avenue is 30 mph. The sight distances were measured and found to be in excess of 500 ft. looking right (northeast) and to the left (southwest) you could see through the signalized intersection of Forest Avenue and Allen Avenue a distance of approximately 250 ft. Additionally the traffic signal will periodically stop traffic and allow vehicles to exit the site. For a posted speed of 35 mph the City of Portland requires an intersection sight distance of 305 ft. Based on our measurements and field observations, the site entrance provides satisfactory sight distance. We have included photos below looking both right (northeast) and left (southwest) from the proposed site entrance location.



Site Entrance – Looking to the left (Southwest)



Site Entrance – Looking to the right (Northeast)

Trip Assignment

The previously calculated site generated trip-ends were assigned on the area roadway network and at the site entrances. The trip assignment was based on the existing traffic volumes on Forest Avenue north and south of the site and the traffic volumes on Allen Avenue east of the site. Our review of available Maine DOT AADT counts indicated that north of the site on Forest Avenue the AADT was 29,000, south of the site on Forest Avenue the AADT was 21,830 and east of the site on Allen Avenue the AADT was 16,720. This corresponded to percentages of vehicles accessing the site to/from these areas as: north of the site 43%, south of site 32% and east of the site 25%. Based on this information we distributed the site generated trips accordingly as shown on Figure 1, attached at the end of this report.

Conclusions

Based on the above traffic assessment, we offer the following conclusions:

- Our review of expected trip generation indicates that the proposed auto parts store will produce 31 weekday AM peak hour trip-ends, 45 weekday PM peak hour trips-ends and 77 Saturday peak hour trip-ends. The net trip generation calculation results in the following; -241 weekday AM peak hour trip-ends, -180 weekday PM peak hour trips-ends and -157 Saturday peak hour trip-ends. The previous use on the site was a fast-food type restaurant without a drive-thru. This confirms that the proposed land use will be a significantly lower trip generator than the former use.
- A Maine DOT Traffic Movement Permit (TMP) will not be required.
- Access to the site will be provided via two entrances; the primary full-access entrance will be on Allen Avenue, with a second right-turn in-only site access provided via Forest Avenue.
- We have reviewed accident data for the latest available three-year period available from Maine DOT. There were a total of 47 accidents recorded at the intersection and the intersection had a critical rate factor of 1.05 which means that the intersection is classified as a high crash location by Maine DOT. Intersections are classified as a high crash location if they have a critical rate factor greater than 1.0 and a minimum of 8 accidents in a 3-year period. A review of the accident data revealed that the primary accident pattern was rear-end/side swipe type, which tend to occur at high traffic volume signalized intersections. We have enclosed an accident diagram for the intersection at the end of this assessment. Additional back-up accident data is provided in the appendix.
- We have improved access management by reducing the number of site curb cuts from the four existing, to the two proposed. Additionally we have located both site entrances as far away from the intersection as feasible on Allen Avenue and Forest Avenue.
- Intersection sight distance was measured from the proposed Allen Avenue entrance and was found to be satisfactory.
- Overall it is our professional opinion that the proposed auto parts store development will not have significant impact to traffic operations and safety along this section of Forest Avenue and Allen Avenue. The development will produce significantly less trips than the previous fast food use and the redesigned site will remove two of the four existing site entrances.



Allen Ave.

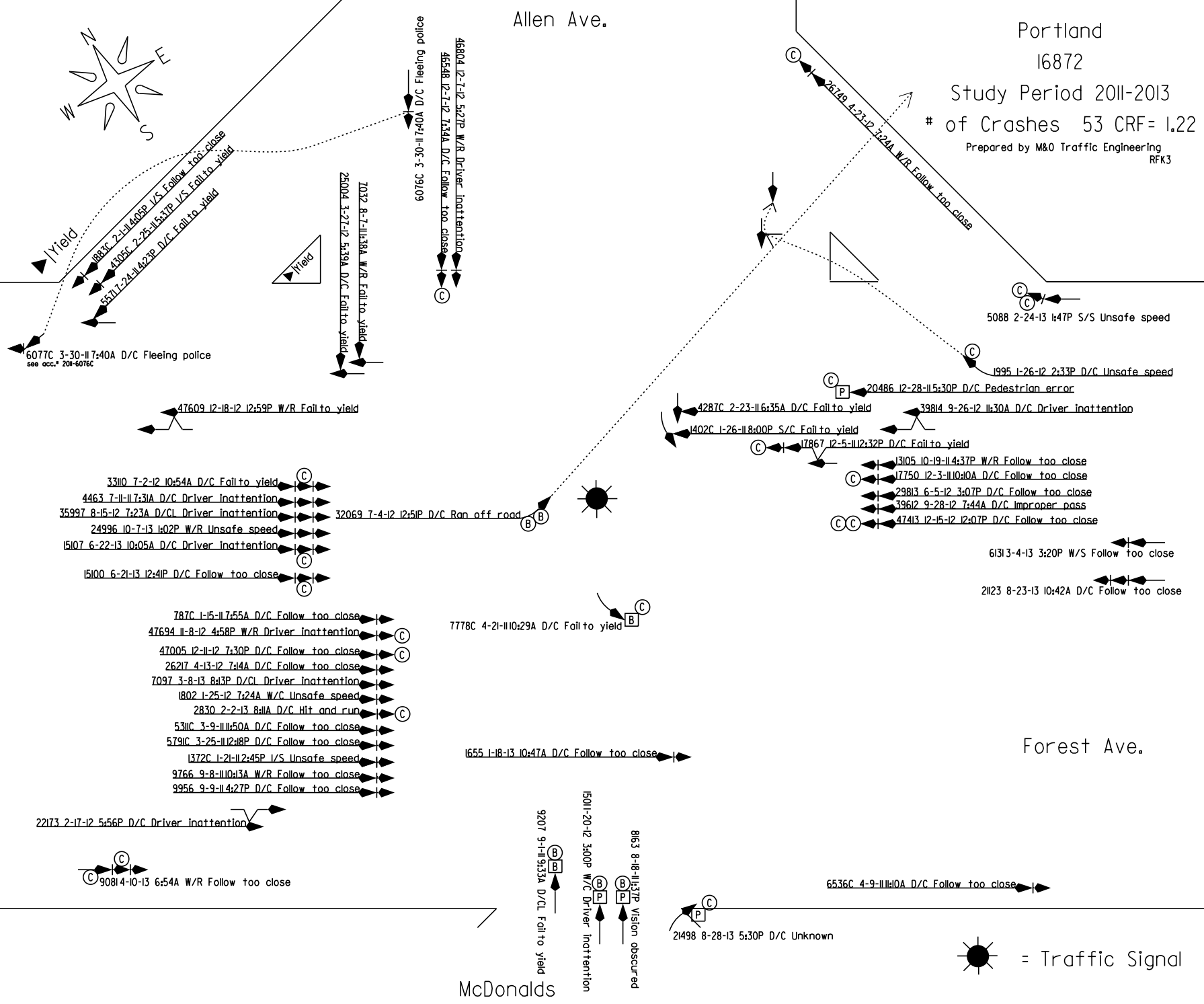
Portland

16872

Study Period 2011-2013

of Crashes 53 CRF= 1.22

Prepared by M&O Traffic Engineering
RFK3



NORTH



McDonalds



Forest Ave (Rte 302)

↖ 7 (10)

Forest Ave (Rte 302)

5 (7) ↘

↖ 7 (10)

5 (7) ↘

6 (9) ↘

11 (16) ↘

4 (6) ↘

4 (6) ↘

Allen Ave (Rte 100)

Legend

XX: Weekday AM Site Trip-ends (31 total trip-ends)
(XX): Weekday PM Site Trip-ends (45 total trip-ends)

Site Trips For Proposed 6,970 sf Auto Parts Store

AutoZone Site Trip Generation Assignment

SITE AT FOREST AVENUE & ALLEN AVENUE

AUTOZONE STORE # 3879
1207 FOREST AVE, PORTLAND, MAINE

MMI PROJECT #5464-04



121 Middle St, Suite 201, Portland, ME 04101
Ph: 207-541-9544, Fx: 207-541-9548

Figure 1

By: SMW Check: JQA

APPENDIX

1. Overall Site Plan

2. Maine DOT Accident Data

- **Forest Ave (Rte 302) at Allen Ave (Rte 100)**



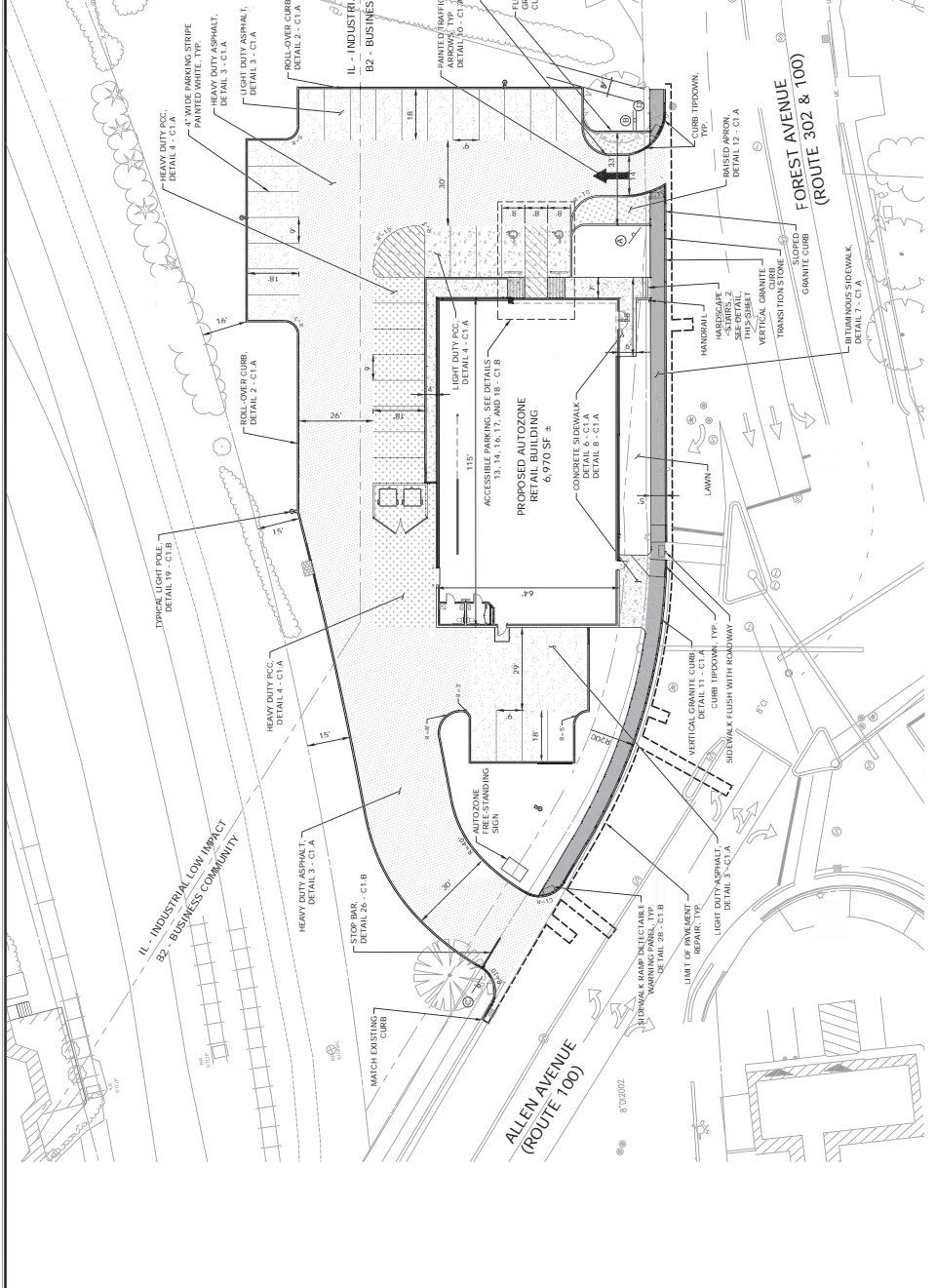
Milroy & MaBrook
121 Middle Street
Portland, Maine 04101
(207) 541-9544 Fax: (207) 541-9548
www.milroyandmabrook.com

DATE	DESCRIPTION

SITE PLAN
AUTOZONE STORE NO. 3879
PORTLAND, MAINE
1207 FOREST AVE
PORTLAND, MAINE

SWH **SMW** **JOA**
DATE: **MARCH 16, 2016**
SCALE: **1"=20'**
PROJECT NO: **5464-04**
SHEET NO: **5 OF 12**

C1.0



EXISTING	PROPOSED
--- EASEMENT LINE	--- EASEMENT LINE
--- EDGE OF PAVEMENT/CURB	--- EDGE OF PAVEMENT/CURB
--- PROPERTY LINE	--- PROPERTY LINE
--- CONTOUR LINE	--- CONTOUR LINE
--- U.G. OR O.H. ELECTRIC	--- U.G. OR O.H. ELECTRIC
--- UNDERGROUND TELCO	--- UNDERGROUND TELCO
--- SEWER LINE	--- SEWER LINE
--- STORM DRAIN LINE	--- STORM DRAIN LINE
--- WATER LINE	--- WATER LINE
--- GAS/PROPANE LINE	--- GAS/PROPANE LINE
--- UTILITY POLE & GUY WIRE	--- UTILITY POLE & GUY WIRE
--- ELEC. TRANSFORMER PAD	--- ELEC. TRANSFORMER PAD
--- ELEC. MANHOLE	--- ELEC. MANHOLE
--- CATCH BASIN	--- CATCH BASIN
--- SEWER MANHOLE	--- SEWER MANHOLE
--- FIRE HYDRANT	--- FIRE HYDRANT
--- MONITORING WELL	--- MONITORING WELL
--- GAS VALVE	--- GAS VALVE
--- WATER VALVE	--- WATER VALVE
--- HEAVY DUTY PCC	--- HEAVY DUTY PCC
--- LIGHT DUTY ASPHALT	--- LIGHT DUTY ASPHALT
--- CONCRETE SIDEWALK	--- CONCRETE SIDEWALK
--- BITUMINOUS SIDEWALK	--- BITUMINOUS SIDEWALK
--- DETECTABLE WARNING FIELD	--- DETECTABLE WARNING FIELD

GENERAL NOTES:

- THE RECORD OWNER OF THE PROPERTY IS BUN PORTLAND, LLC BY DEED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 3139A PAGE 322.
- PARCEL TAX MAP REFERENCE: CITY OF PORTLAND ASSESSORS MAP 152, LOT 1.
- HORIZONTAL DATUM: MAINE STATE PLANE, WEST ZONE, NAD83, U.S. FEET.
- VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
- BOUNDARY, PLANIMETRIC AND TOPOGRAPHIC INFORMATION DEPICTED HEREON IS BASED ON AERIAL PHOTOGRAPHS AND FIELD SURVEY DATA CONDUCTED BY WASSERMAN ENGINEERING, INC. AND DATED 02/23/2015 AND IDENTIFIED AS MEETING ALTA/MRSP PLAN REQUIREMENTS. REFER TO PLAN REFERENCES AND NOTES ON SAID PLAN FOR MORE INFORMATION.
- THE TOTAL PARCEL AREA IS APPROXIMATELY 1.06 ACRES ±.
EXISTING IMPERVIOUS SURFACE = 39,460 SF ±
PROPOSED IMPERVIOUS SURFACE = 28,633 SF ±
TOTAL IMPERVIOUS SURFACE = 68,093 SF ±
REAR YARD SETBACK - 10 FEET, EXCEPT 5 FEET FOR ACCESSORY STRUCTURES
FRONT YARD SETBACK - NONE
SIDE YARD ON SIDE STREET SETBACK - NONE
SIDE YARD ON SIDE STREET SETBACK - NONE
MINIMUM IMPERVIOUS SURFACE RATIO - 60%
MAXIMUM IMPERVIOUS SURFACE RATIO - 65%
MINIMUM REAR YARD - 25 FEET
MINIMUM FRONT YARD - 25 FEET
MINIMUM SIDEWALK SETBACK - 5 FEET
MINIMUM SIDEWALK FROM LOT BOUNDARY - 15 FEET

B. PARKING AREA SUMMARY:
REQUIRED PARKING PER TOWN ORDINANCE: 1 SPACE PER 200 SF
TOTAL PARKING PROVIDED = 35 SPACES
3.5 SPACES AT 8' X 18'
2 HANDICAP ACCESSIBLE SPACES
DRIVE AISLE IN PARKING AREAS = 30 FEET

- ALL DISTURBED AREAS ARE TO BE TOPSOILED AND LAWN ESTABLISHED.
- ROOF ROLL BUILDING AND ALL PARKING AREAS: NOTIFY THE ARCHITECT OF ANY UNACCEPTABLE ANGLES.
- EDGE OF NEW PAVEMENT TO BE FLUSH WITH EXISTING PAVEMENT.
- ALL SIDEWALK, CURB AND GUTTER SETTING, CURB CUTS, DRIVEWAY APPROACHES, DRIVEWAY APPROACHES, DRIVEWAY APPROACHES, DRIVEWAY APPROACHES, DRIVEWAY APPROACHES SHALL CONFORM TO ALL MUNICIPAL AND STATE SPECIFICATIONS AND REQUIREMENTS.
- POD AREAS OUTSIDE OF THE PROPERTY LINES, REPAIR AND/OR REPLACE ALL DAMAGE DONE TO EXISTING ELEMENTS (SIDEWALKS, PAVING, LANDSCAPING, ETC.) AS REQUIRED BY OWNER AND/OR COVERING AUTHORITY.
- FOR PROPOSED UTILITY LOCATIONS, SEE THE UTILITY PLAN.

APPROVED LEVEL 2 SITE PLAN
PLANNING DIRECTOR
DATE

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

- Crash Summary I - Single Node** **Section Detail** **Crash Summary II** **1320 Public** **1320 Private** **1320 Summary**

REPORT DESCRIPTION

16872

REPORT PARAMETERS

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

Route: **0100X**

Start Node: **16872**

Start Offset: **0**

Exclude First Node

End Node: **16872**

End Offset: **0**

Exclude Last Node

Crash Summary I

Nodes																
Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes					Percent Annual M Injury	Ent-Veh	Crash Rate	Critical Rate	CRF		
					K	A	B	C	PD							
16872	0100X - 2.81	Int of ALLEN AV ENTRANCE TO MCDONALDS Z RD FORE	9	47	0	0	2	18	27	42.6	15.700	1.00	0.95	1.05		
				Statewide Crash Rate: 0.66												
Study Years:		3.00	NODE TOTALS:		47	0	0	2	18	27	42.6	15.700	1.00	0.95	1.05	

Maine Department Of Transportation - Traffic Engineering, Crash Records Section
Crash Summary II - Characteristics

Crashes by Day and Hour

Day Of Week	AM											PM											Un	Tot		
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9			10	11
SUNDAY	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	3
MONDAY	0	0	0	0	0	0	0	1	0	1	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	5
TUESDAY	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	1	0	0	0	1	0	0	0	0	0	4
WEDNESDAY	0	0	0	0	0	0	2	3	0	0	0	1	1	1	0	0	0	1	1	0	0	0	0	0	0	10
THURSDAY	0	0	0	0	0	0	1	1	0	0	0	0	0	0	1	0	2	1	0	0	0	0	0	0	0	6
FRIDAY	0	0	0	0	0	0	0	3	0	1	2	1	1	0	0	1	0	2	0	0	1	0	0	0	0	12
SATURDAY	0	0	0	0	0	0	0	0	1	1	1	0	1	0	0	2	0	0	1	0	0	0	0	0	0	7
Totals	0	0	0	0	0	1	3	8	1	4	4	2	4	3	1	5	2	4	2	2	1	0	0	0	0	47

Vehicle Counts by Type

Unit Type	Total	Unit Type	Total
1-Passenger Car	66	23-Bicyclist	0
2-(Sport) Utility Vehicle	16	24-Witness	2
3-Passenger Van	4	25-Other	4
4-Cargo Van (10K lbs or Less)	1	Total	106
5-Pickup	6		
6-Motor Home	0		
7-School Bus	0		
8-Transit Bus	0		
9-Motor Coach	0		
10-Other Bus	1		
11-Motorcycle	0		
12-Moped	1		
13-Low Speed Vehicle	0		
14-Autocycle	0		
15-Experimental	0		
16-Other Light Trucks (10,000 lbs or Less)	0		
17-Medium/Heavy Trucks (More than 10,000 lbs)	3		
18-ATV - (4 wheel)	0		
20-ATV - (2 wheel)	0		
21-Snowmobile	0		
22-Pedestrian	2		

Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	24	25	7	0	0	0	56
Ran Off Roadway	2	0	0	0	0	0	2
Failed to Yield Right-of-Way	3	0	0	0	0	0	3
Ran Red Light	0	1	0	0	0	0	1
Ran Stop Sign	0	0	0	0	0	0	0
Disregarded Other Traffic Sign	0	0	0	0	0	0	0
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	0	0	0	0	0	0	0
Drove Too Fast For Conditions	2	1	0	0	0	0	3
Improper Turn	0	0	0	0	0	0	0
Improper Backing	0	0	0	0	0	0	0
Improper Passing	0	1	0	0	0	0	1
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	8	5	2	0	0	0	15
Failed to Keep in Proper Lane	0	2	0	0	0	0	2
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	2	1	1	0	0	0	4
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	0	0	0	0	0	0	0
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	2	3	0	0	0	0	5
Unknown	2	3	0	0	0	0	5
Total	45	42	10	0	0	0	97

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	43	42	10	0	0	1	96
Physically Impaired or Handicapped	1	0	0	0	0	0	1
Emotional(Depressed, Angry, Disturbed, etc.)	0	0	0	0	0	0	0
Ill (Sick)	0	0	0	0	0	0	0
Asleep or Fatigued	0	0	0	0	0	0	0
Under the Influence of Medications/Drugs/Alcohol	1	0	0	0	0	1	2
Other	0	0	0	0	0	0	0
Total	45	42	10	0	0	2	99

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	5	0	0	0	0	5
20-24	13	0	0	0	0	13
25-29	16	0	0	0	0	16
30-39	19	0	0	0	0	19
40-49	17	0	0	0	0	17
50-59	17	0	0	0	0	17
60-69	7	0	0	0	0	7
70-79	3	0	0	0	0	3
80-Over	0	0	0	0	0	0
Unknown	5	0	0	2	0	7
Total	102	0	0	2	0	104

Crash Summary II - Characteristics

Most Harmful Event			
Most Harmful Event	Total	Most Harmful Event	Total
1-Overturn / Rollover	0	38-Other Fixed Object (wall, building, tunnel, etc.)	0
2-Fire / Explosion	0	39-Unknown	0
3-Immersion	0	40-Gate or Cable	0
4-Jackknife	0	41-Pressure Ridge	0
5-Cargo / Equipment Loss Or Shift	0	Total	100
6-Fell / Jumped from Motor Vehicle	0		
7-Thrown or Falling Object	0		
8-Other Non-Collision	0		
9-Pedestrian	1		
10-Pedalcycle	0		
11-Railway Vehicle - Train, Engine	0		
12-Animal	0		
13-Motor Vehicle in Transport	99		
14-Parked Motor Vehicle	0		
15-Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle	0		
16-Work Zone / Maintenance Equipment	0		
17-Other Non-Fixed Object	0		
18-Impact Attenuator / Crash Cushion	0		
19-Bridge Overhead Structure	0		
20-Bridge Pier or Support	0		
21-Bridge Rail	0		
22-Cable Barrier	0		
23-Culvert	0		
24-Curb	0		
25-Ditch	0		
26-Embankment	0		
27-Guardrail Face	0		
28-Guardrail End	0		
29-Concrete Traffic Barrier	0		
30-Other Traffic Barrier	0		
31-Tree (Standing)	0		
32-Utility Pole / Light Support	0		
33-Traffic Sign Support	0		
34-Traffic Signal Support	0		
35-Fence	0		
36-Mailbox	0		
37-Other Post Pole or Support	0		

Traffic Control Devices		
Traffic Control Device	Total	
1-Traffic Signals (Stop & Go)	46	
2-Traffic Signals (Flashing)	1	
3-Advisory/Warning Sign	0	
4-Stop Signs - All Approaches	0	
5-Stop Signs - Other	0	
6-Yield Sign	0	
7-Curve Warning Sign	0	
8-Officer, Flagman, School Patrol	0	
9-School Bus Stop Arm	0	
10-School Zone Sign	0	
11-R.R. Crossing Device	0	
12-No Passing Zone	0	
13-None	0	
14-Other	0	
Total	47	

Injury Data		
Severity Code	Injury Crashes	Number Of Injuries
K	0	0
A	0	0
B	2	3
C	18	23
PD	27	0
Total	47	26

Road Character	
Road Grade	Total
1-Level	41
2-On Grade	6
3-Top of Hill	0
4-Bottom of Hill	0
5-Other	0
Total	47

Light	
Light Condition	Total
1-Daylight	36
2-Dawn	3
3-Dusk	1
4-Dark - Lighted	7
5-Dark - Not Lighted	0
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	47

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2012	2013	2014	Total
JANUARY	3	1	3	7
FEBRUARY	1	2	2	5
MARCH	1	2	1	4
APRIL	2	1	0	3
MAY	0	0	1	1
JUNE	1	2	2	5
JULY	2	0	0	2
AUGUST	1	2	3	6
SEPTEMBER	2	0	3	5
OCTOBER	0	1	0	1
NOVEMBER	1	0	1	2
DECEMBER	5	0	1	6
Total	19	11	17	47

Report is limited to the last 10 years of data.

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End / Sideswipe	0	0	0	39	0	0	0	0	0	0	0	0	0	39
Head-on / Sideswipe	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intersection Movement	0	0	0	4	0	0	0	0	0	0	0	0	0	4
Pedestrians	0	0	0	2	0	0	0	0	0	0	0	0	0	2
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	0	0	0	2	0	0	0	0	0	0	0	0	0	2
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	47	0	0	0	0	0	0	0	0	0	47

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Blowing Sand, Soil, Dirt												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Blowing Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Clear												
Dark - Lighted	3	0	0	0	0	0	0	0	0	0	0	3
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	1	0	0	0	0	0	0	0	0	0	1	2
Daylight	21	0	0	0	0	0	0	0	0	0	2	23
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Cloudy												
Dark - Lighted	1	0	0	0	0	0	0	0	0	0	0	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	4	0	0	0	0	0	0	0	0	0	1	5
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Other												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Rain												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	3	3
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	6	6
Dusk	0	0	0	0	0	0	0	0	0	0	1	1
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Severe Crosswinds												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

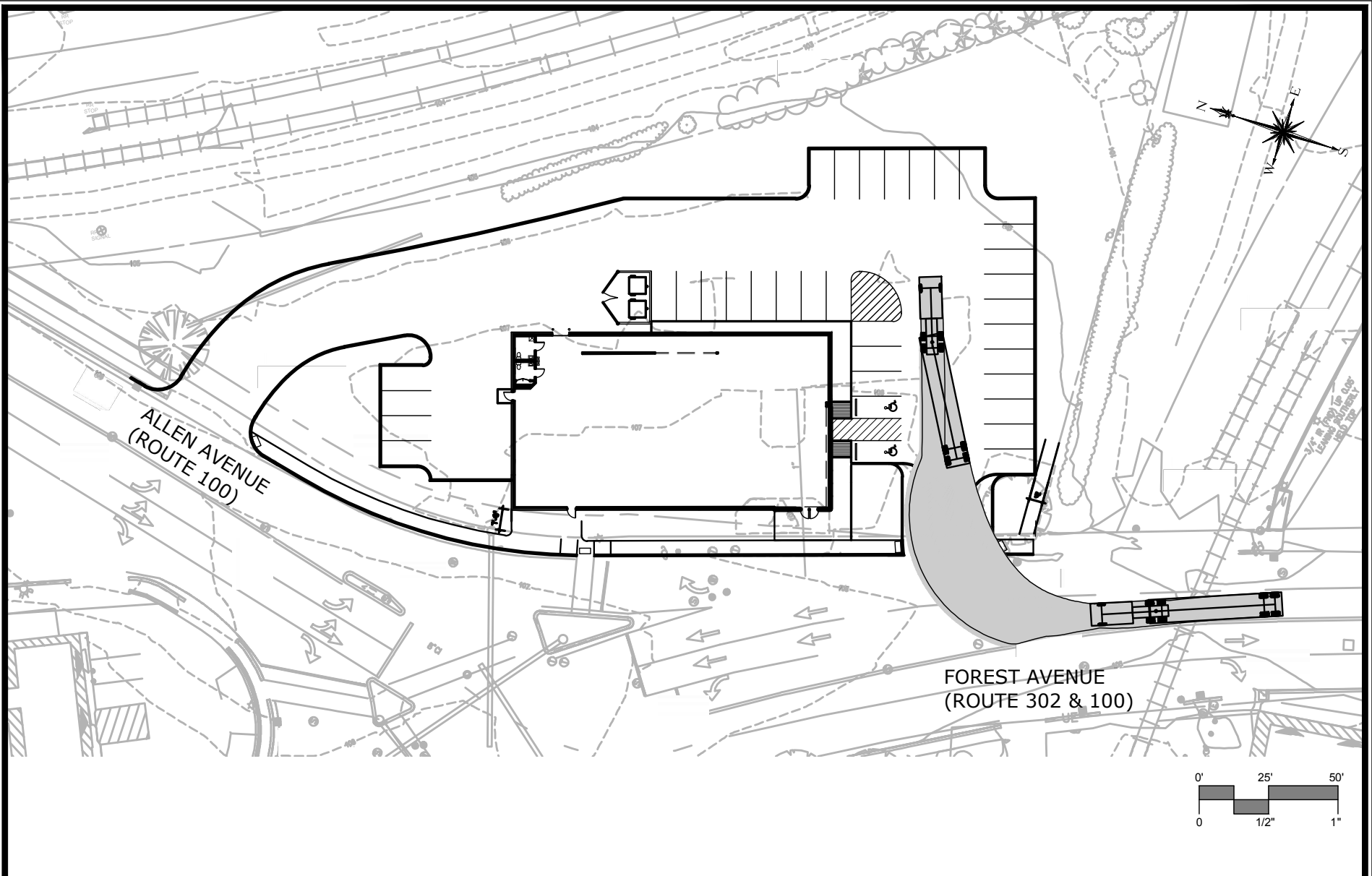
Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	1	0	0	0	1
Daylight	0	0	0	0	0	0	0	1	0	0	1	2
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	30	0	0	0	0	0	0	2	0	0	0	47

Drawing: W:\DESIGN\5464-04-DE\CAD\NONPLANS\WB-62\TURNING_MOVEMENT_67.DWG Layout Tab:8.5X11H

Plotted by: STEPHANIE W

On this date: Wed, 2016 March 16 - 6:10pm



MILONE & MACBROOM
 121 Middle Street
 Suite 201
 Portland, Maine 04101
 (207) 541-9544 Fax (207) 541-9548
 www.miloneandmacbroom.com

DATE	03/16/2016
SCALE	1"=50'
PROJ. NO.	5464-04
DESIGNED	SMW
DRAWN	SMW
CHECKED	JQA

WB-62 TURNING MOVEMENT
AUTOZONE STORE NO. 3879
PORTLAND, ME
1207 FOREST AVENUE
PORTLAND, ME

PROJECT PHASE:
FOR REVIEW

DRAWING NAME:
FIG. 1

REVISED: ---



SOVEREIGN CONSULTING INC.

Science, Service, Solutions

GEOTECHNICAL ENGINEERING REPORT

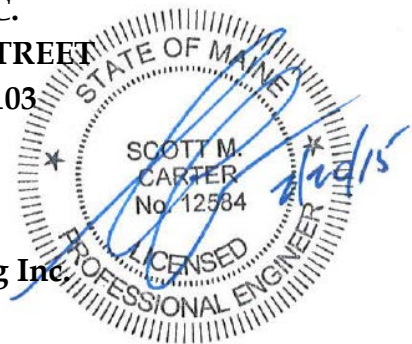
**Proposed AutoZone Store No. 3879
1207 Forest Avenue
Portland, Maine**

Prepared for:

**AUTOZONE, INC.
123 SOUTH FRONT STREET
MEMPHIS, TN 38103**

Prepared by:

**Sovereign Consulting Inc.
7 Hills Avenue
Concord, NH 03301**



February 20, 2015

Project Number: AZ006



SOVEREIGN CONSULTING INC.

February 20, 2015

Ms. Kathy Rambo
Store Development Procurement Coordinator
AutoZone, Inc.
123 South Front Street
Memphis, TN 38103

Re: **GEOTECHNICAL ENGINEERING REPORT**
Proposed AutoZone Store No. 3879
1207 Forest Avenue
Portland, Maine
Sovereign Project No. AZ006


Dear Ms. Rambo:

Sovereign Consulting Inc. (Sovereign) has completed our geotechnical engineering services for the above referenced project. Services were performed in general accordance with our proposal dated January 16, 2015, and your subsequent authorization (Purchase Order USDEV-0000104459). This geotechnical engineering report presents the results of the subsurface explorations and provides geotechnical recommendations concerning earthwork and the design and construction of foundations, pavements and other ancillary features associated with the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have questions concerning this report, or if we may be of further service, please contact us.

Sincerely,
SOVEREIGN CONSULTING INC.


Scott M. Carter, PE
Project Manager


Michael A. Ciance, PE
Senior Engineer

Cc: Mr. Trey Smallwood (trey.smallwood@autozone.com)

smc/AZ006

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FIGURES

Figure 1 Subsurface Exploration Location Plan

ATTACHMENTS

Attachment A Description of Field Explorations
 General Notes
 Test Boring Logs

GEOTECHNICAL SUMMARY

❖ Subsurface Conditions

Fill ranging from 5.0 to 6.5 feet. Loose to medium dense sand, little to trace silt and gravel from depths of 5.0 to bottom of exploration at 17 feet. Interbedded layers of very soft to medium stiff clayey silt encountered in four borings. Refusal, presumably on bedrock, encountered at depths ranging from 5.9 to 16.6 feet.

❖ Groundwater

Groundwater was encountered at depths ranging from 6.5 to 10 feet below the existing ground surface.

❖ Compaction Requirements

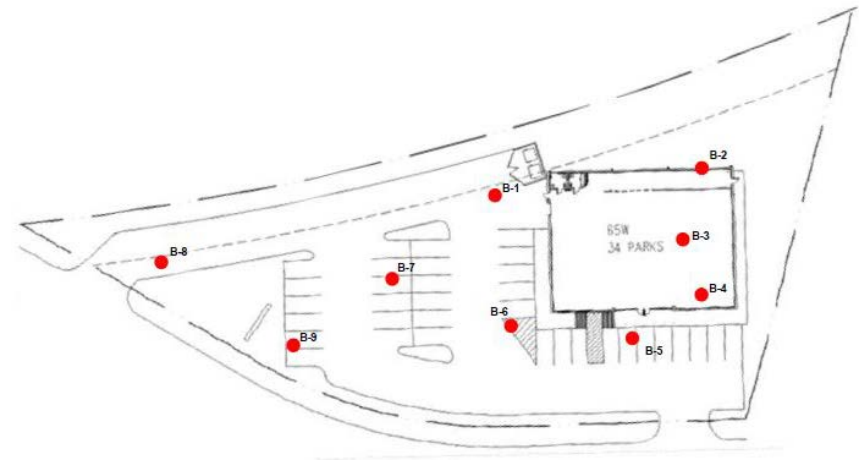
Loose Fill Lift Thickness	Vibratory Rollers: 12 inches or less Plate Compactors: 8 inches or less
Compaction Requirements	Structural Fill: 95% maximum dry density ⁽¹⁾ Common Fill: 92% maximum dry density ⁽¹⁾
1. Maximum dry density as determined by ASTM D-1557, Method C (Modified Proctor).	

❖ Slab Preparation

Floor slabs can be supported on a minimum 4 inches of compacted structural fill or crushed stone over a proof-rolled and compacted existing granular fill subgrade.

❖ Foundations

Shallow foundation can be used, bearing at least 48 inches below finish grade. Minimum footing width: 36 inches columns; 24 inches strip.



❖ Pavement

Design Section	Base/ Subbase (in)	Binder (in)	Top (in)
Flexible (SD)	8.0	1.5	1.5
Flexible (HD)	8.0	2.5	1.5
Rigid (LD)	4.0	n/a	5.0
Rigid (HD)	4.0	n/a	6.0

1.0 INTRODUCTION

This report presents the results of our geotechnical engineering services performed for the proposed AutoZone Store No. 3879 to be located at 1207 Forest Avenue in Portland, Maine. Our geotechnical engineering scope of services included advancing nine (9) test borings (B-1 through B-9) within the proposed project area. Borings advanced to depths ranging from 5.9 to 17.0 feet below the existing ground surface.

A Subsurface Exploration Location Plan is included as **Figure 1** and the test boring logs are included in **Attachment A**.

The purpose of our services is to provide information and geotechnical engineering recommendations related to the following:

- ❖ Subsurface soil conditions
- ❖ Foundation design and construction
- ❖ Floor slab design and construction
- ❖ Flexible and rigid pavement design
- ❖ Groundwater conditions
- ❖ Seismic design considerations
- ❖ Earthwork construction

2.0 PROJECT INFORMATION

2.1 Site Location and Description

Location	The project site is located at the east side of the intersection of Allen Street and Forest Avenue in Portland, Maine.
Existing improvements	The project area is currently developed with a single-story restaurant and associated paved parking and drive areas.
Current ground cover	Within the project area, the ground cover is predominantly bituminous pavement.
Existing topography	Ground surface elevations within the project area are not known at this time; however, based on a preliminary topographic survey, site topography generally slopes gently downward from northwest to southeast.

2.2 Project Description

Proposed Structure	The project will consist of constructing a new, prototypical 65W, single-story AutoZone within the southeastern portion of the property.
Building Construction	The new building is proposed to consist of steel-framed with concrete masonry unit (CMU) construction with a slab-on-grade.
Lowest Finish Floor Elevation	Finished floor elevation is not known at this time; but is anticipated to be near existing ground surface.

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Maximum Loads	<p>Provided building structural loads are as follows:</p> <p><i>Walls:</i> 3.0 kips/linear foot (klf)</p> <p><i>Interior Columns:</i> 37 to 75 kips</p> <p><i>Exterior Columns:</i> 20 to 50 kips</p> <p><i>Slab Load:</i> 100 pounds per square foot (psf)</p>
Maximum Allowable Settlement	<p>Total: 1-inch</p> <p>Differential: ½-inch over 40 feet</p>
Grading/Cut and Fill Slopes	<p>Grading plans are not available at this time; however, based on our understanding of the project significant cuts or fills are not anticipated.</p>

3.0 SUBSURFACE CONDITIONS

3.1 Typical Subsurface Profile

Based on the results of the explorations, subsurface conditions can be generalized as follows:

Stratum	Approximate Depth to Bottom of Stratum (feet)	Material Description	Density / Consistency
Fill ⁽¹⁾	5.0 to 6.5	Varies from brown, medium to fine SAND, trace Silt to dark brown, coarse to fine SAND, little Silt, trace Gravel. Additionally, trace amounts of ash, coal, glass, and wood particles were noted in the fill; a petroleum-like odor was also noted in borings B-1, B-2, and B-3.	Loose to Medium Dense
Glaciomarine Sand	5.9 to >17.0	Tan to gray, medium to fine SAND, little to trace Silt, trace Gravel.	Loose to Medium Dense
Glaciomarine (B-1, B-2, B-3, B-8)	13.0 to >17.0	Tan to gray, SILT to clayey SILT	Very Soft to Medium Stiff
Bedrock ⁽²⁾	na	Fine grained, gray, biotite Gneiss with minor calc-silicate gneiss ⁽³⁾	na
<ol style="list-style-type: none"> 1. An approximately 2.5 inch thick surficial layer of bituminous concrete was encountered in each test boring with the exception of B-8. 2. Sampler and/or auger refusal, presumably on bedrock, was encountered in six (6) of the nine (9) test borings at depths ranging from 5.9 to 16.6 feet below existing grade. 3. Based on review of the <i>Bedrock Geology of the Portland West 7.5' Quadrangle, Cumberland County, Maine Open-File No. 03-94, 2003.</i> 			

Visual soil classifications and conditions encountered at each exploration location are indicated on the individual test boring logs. Stratification boundaries on the logs represent the approximate location of changes in soil types; in-situ, the transition between materials may be gradual. Details

for each of the explorations can be found on the test boring logs in **Attachment A**. A discussion of field sampling procedures is also included in **Attachment A**.

3.2 Groundwater

Groundwater was encountered in seven (7) of the nine (9) explorations during drilling at depths ranging from approximately 6.5 to 10.0 feet below the existing ground surface. Groundwater level fluctuations will occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the borings were advanced. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

3.3 Potential Environmental Impacts

Soil samples collected during our geotechnical subsurface investigation indicated olfactory evidence of possible petroleum impacts. Specifically, samples in test borings B-1, B-2 and B-3 near the top of the clayey silt strata, between depths of 5 and 12 feet below existing grade, exhibited a petroleum-like odor. An ESA Phase I report (provided under separate cover) discusses the site history and impacts in greater detail.

4.0 EVALUATION OF SUBSURFACE CONDITIONS

Based on the results of our site investigation, it is our opinion that the subsurface conditions at the project site are suitable for supporting the proposed AutoZone store on conventional shallow spread footing foundations bearing directly on prepared existing granular fill or the natural marine sand deposit, or on compacted structural fill or crushed stone placed above the natural deposit or prepared existing granular fill. The lowest floor slab may be designed as a soil-supported slab bearing on a minimum 4-inch layer of compacted structural fill or crushed stone placed above the prepared existing granular fill. Subgrades should be properly prepared and observed as discussed herein.

Excavated on-site soil may be selectively reused as structural fill and common fill provided it is free of deleterious materials, is stable, and can be adequately compacted as discussed herein. Particles larger than 6 inches in diameter (if encountered) are not suitable for reuse and should be culled out prior to placement.

Based on conditions encountered at the time of our subsurface investigation, dewatering may be necessary for construction of footings or underground utilities.

Supporting foundations and floor slabs above existing granular fill is discussed in this report. The owner must understand and accept the risk associated with building over existing fill. Regardless of the extent of subsurface investigations, there is an inherent risk that compressible fill or unsuitable material within or buried by the fill may not be discovered. This risk of

unforeseen conditions cannot be eliminated without completely removing the existing fill. However, the risk can be reduced by performing additional evaluations at the time of construction, such as performing additional test pits, observing conditions encountered in adjacent excavations, and proof-rolling fill subgrades. If the owner is not willing to accept the risk associated with leaving existing fill in-place, we recommend removing the existing fill in its entirety from the proposed building footprint and foundation bearing zones and placing structural fill in controlled lifts to achieve design foundation and slab elevations.

5.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

Geotechnical engineering recommendations for foundation systems and other earth-connected phases of the project are outlined below. The recommendations contained in this report are based upon the results of field testing, engineering analyses and our current understanding of the proposed development.

5.1 Foundations

The proposed building can be supported by conventional shallow spread footing foundations bearing on a properly prepared existing granular fill or natural marine sand subgrades, or on compacted structural fill or crushed stone placed above the prepared existing fill or marine sand. Design recommendations for shallow foundations for the proposed structure are presented in the following paragraphs.

5.1.1 Design Recommendations

Bearing Material	Properly prepared existing granular fill or natural marine sand subgrades, or compacted structural fill or crushed stone placed above prepared existing fill or marine sand.
Maximum Net Allowable Bearing Pressure ⁽¹⁾	2,000 psf
Minimum Footing Depth ⁽²⁾	48 inches (frost protection)
Minimum Footing Width	Strip Footings: 24 inches Isolated Spread Footings: 36 inches
Estimated Settlement ⁽³⁾	Total: < 1 inch Differential: < ½-inch over 40 ft.
Total Unit Weight of Soil (γ)	Existing Granular Fill: 120 pounds per cubic foot (pcf) Marine Sand: 105 pcf
Estimated Angle of Internal friction (ϕ)	Existing Granular Fill: 32 degrees Marine Sand: 28 degrees
Ultimate Coefficient of Friction, $\tan \delta$ ⁽⁴⁾	Existing granular Fill or Marine Sand: 0.40 Structural Fill or Crushed Stone: 0.55

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1. The recommended net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation.
2. Perimeter footings and footings beneath unheated areas. Minimum recommended embedment for interior footings beneath heated areas is 18 inches below finish grade.
3. Foundation settlement will depend upon the variations within the subsurface soil profile, the structural loading conditions, the embedment depth of the footing, the thickness of compacted fill, and the quality of the earthwork operations.
4. Provided friction values are for mass concrete; for pre-cast concrete friction coefficient multiply value above by 0.8.

The allowable foundation bearing pressure applies to dead loads plus design live load conditions. The design bearing pressure may be increased by one-third when considering total loads that include wind or seismic conditions. The weight of the foundation concrete below grade may be neglected in dead load computations.

5.1.2 Construction Considerations

Foundations for the proposed building and related structural elements should bear directly on prepared existing granular fill or natural marine sand; or on compacted structural fill or crushed stone placed above the prepared natural outwash deposit or prepared existing granular fill. Foundation excavations and subgrades should be observed by the geotechnical engineer of record (GER) and prepared as described in section **6.3 Subgrade Preparation**. If the soil conditions encountered differ significantly from those presented in this report, supplemental recommendations will be required.

Following subgrade approval by the GER, structural fill or crushed stone can be placed to achieve design footing elevation. Structural fill or crushed stone should be placed and compacted as described in section **6.4 Fill Materials and Placement**.

5.2 Floor Slabs

We understand the standard interior floor slab for AutoZone consists of a 5-inch thick, 3,000 psi concrete slab with fiber mesh over a minimum 10 mil vapor barrier and a minimum 4 inches of compacted granular fill. Slab subgrade soil is anticipated to consist of compacted structural fill or crushed stone placed on a prepared existing granular fill subgrade, as described above.

5.2.1 Design Recommendations

Lowest Floor Slab Support ⁽¹⁾	Minimum 4-inch thick layer of compacted structural fill or crushed stone placed over a proof-rolled and compacted existing granular fill subgrade. ⁽²⁾
Modulus of Subgrade Reaction (k)	100 pounds per square inch per inch (psi/in)
<ol style="list-style-type: none"> 1. Floor slabs should be structurally independent of building footings or walls to reduce the possibility of floor slab cracking caused by differential movements between the slab and foundation. 2. Crushed stone, if used, should be separated from subgrades using a geotextile such as Mirafi 140N, or equivalent. 	

The physical properties of fiber reinforcement vary by type and manufacturer; as such, the fiber volume content should follow the manufacturer’s recommendations for the intended application. Where a vapor retarder/barrier is incorporated, the slab designer and slab contractor should refer to the American Concrete Institute (ACI) 302 and ACI 360 standards for procedures and cautions regarding the use and placement of a vapor retarder/barrier. Additional floor slab design and construction recommendations follow:

- ❖ Positive separations and/or isolation joints should be provided between slabs and all foundations, columns, or utility lines to allow independent movement.
- ❖ Control joints should be provided in slabs to control the location and extent of cracking.
- ❖ Other design and construction considerations, as outlined in the ACI Design Manual, Section 302.1R are recommended.

5.2.2 Construction Considerations

Building slab excavations and subgrades should be observed by the GER and proof-rolled and compacted with a minimum 10-ton vibratory roller prepared as described in section **6.3 Subgrade Preparation**. If the soil conditions encountered differ significantly from those presented in this report, supplemental recommendations will be required.

Following subgrade approval by the GER, structural fill or crushed stone can be placed to achieve design footing elevation. Structural fill or crushed stone should be placed and compacted as described in section **6.4 Fill Materials and Placement**.

5.3 Seismic Design Considerations

Building Code	Maine Uniform Building Code, 2014 Amendments to the 2009 International Building Code
Seismic Site Class	Site Class D ⁽¹⁾
Maximum considered earthquake (MCE) Spectral Accelerations⁽²⁾	S _s = 0.318 g (0.2 second spectral response acceleration) S ₁ = 0.078 g (1.0 second spectral response acceleration)

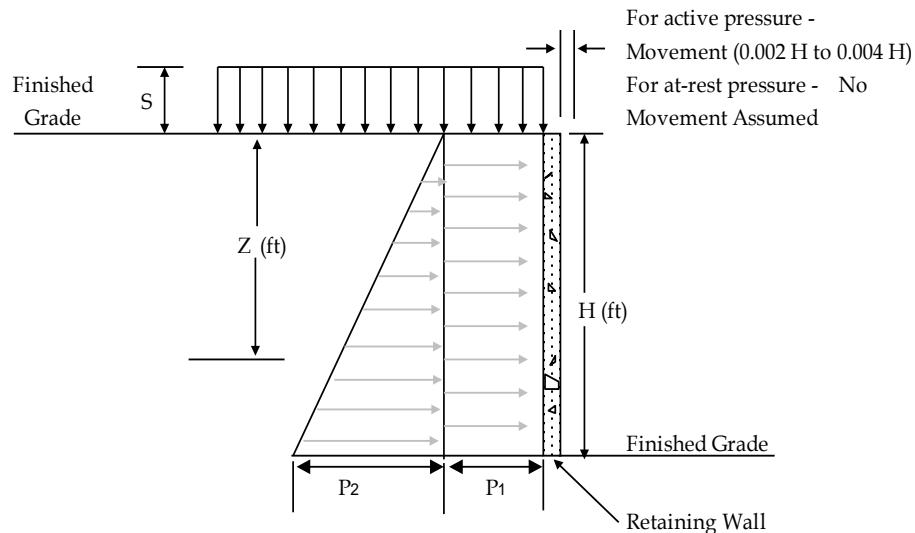
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Liquefaction Potential	Not considered susceptible to liquefaction within depth of drilling
<p>1. In general accordance with the Maine Uniform Building Code (Code); Site Class is based on the average characteristics of the upper 100 feet of the subsurface profile. The Code requires a site soil profile determination extending a depth of 100 feet for seismic site classification. The current scope does not include the required 100-foot soil profile determination. Test borings extended to a maximum depth of 17 feet below existing grade. The seismic site class definition considers bedrock continues below the maximum depth of the subsurface explorations.</p> <p>2. Maximum considered earthquake (MCE) values based on site coordinates and values provided by USGS U.S. Seismic Design Maps web application at URL: http://earthquake.usgs.gov/designmaps/us/application.php accessed February 20, 2015.</p>	

5.4 Lateral Earth Pressures

Lateral earth pressure recommendations discussed in the following paragraphs are applicable to the design of basement foundation walls and rigid retaining walls subject to slight rotation, such as cantilever or gravity type concrete walls. Reinforced concrete walls with unbalanced backfill levels on opposite sides should be designed for earth pressures at least equal to those indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction and/or compaction and the strength of the materials being restrained.

Two wall restraint conditions are shown. Active earth pressure is commonly used for design of free standing cantilever retaining walls that are “free to rotate” which assumes wall movement (Yielding walls). The "at-rest" condition assumes no wall movement (Non-Yielding walls). The recommended design lateral earth pressures do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls.



Where:

S=Uniform surcharge at grade, load in psf

H=Height of wall (ft)

Z=Depth below finish grade (ft)

EARTH PRESSURE COEFFICIENTS

Earth Pressure Conditions	Coefficient for Backfill Type	Equivalent Fluid Density (pcf)	Surcharge Pressure P ₁ (psf)	Earth Pressure P ₂ (psf)
Active (K _a)	Granular - 0.33	40	0.33(S)	40(H)
At-Rest (K _o)	Granular - 0.50	60	0.50(S)	60(H)
Passive (K _p)	Granular - 3.00	360	---	---

Applicable conditions to the above include:

- ❖ For active earth pressure, wall must rotate about base, with top lateral movements of about 0.002 H to 0.004 H, where H is the wall height
- ❖ For passive earth pressure to develop wall must move horizontally to mobilize resistance
- ❖ Soil backfill weight; assumes a maximum of weight of 125 pcf
- ❖ Assumes horizontal Backfill behind the wall
- ❖ Loading from heavy compaction equipment not included
- ❖ No hydrostatic pressures acting on wall
- ❖ No dynamic loading
- ❖ Ignore passive pressure in frost zone
- ❖ Equivalent fluid densities do not include a factor of safety
- ❖ Surcharge loads (S) should be considered where they are located within a horizontal distance equal to 1.5 times the height of the wall
- ❖ If drainage systems are not considered as part of the wall design the lateral pressures provided herein should be modified accordingly to account for hydrostatic pressures

Backfill placed against structures should consist of imported granular fill or on-site granular soil. For the granular values to be valid, the granular backfill must extend out from the base of the wall at angles of at least 45 and 60 degrees from vertical for the active and passive cases, respectively. Heavy equipment should not operate within a distance closer than the exposed height of retaining walls to reduce the likelihood of lateral pressures exceeding those provided.

To calculate the resistance to sliding, the ultimate coefficient of friction values presented in **Section 5.1** should be used. The recommended minimum factor of safety against sliding and overturning is 1.5 and 2.0, respectively.

To control hydrostatic pressure behind the walls we recommend a drain be installed at the base of the retaining wall or foundation wall with a collection pipe leading to a reliable discharge. If this is not possible, then combined hydrostatic and lateral earth pressures should be calculated for granular backfill using equivalent fluid weights of 85 and 90 pcf for active and at-rest conditions, respectively.

Drain pipes should be surrounded with at least 6 inches of crushed stone containing not more than 10 percent material that passes the No. 4 sieve. The stone should be wrapped with a geotextile such as Mirafi 140N, or equivalent. Drain pipes should consist of 4-inch diameter

perforated polyvinyl chloride or Advanced Drainage Systems pipe sloped to allow for gravity flow and discharge to an appropriate storm drainage structure.

5.5 Sidewalks and Exterior Slabs

Sidewalks and exterior slabs should bear on a minimum 18-inch-thick layer of free-draining material to reduce the potential effects of frost. Based on encountered subsurface conditions and proposed finish grade, exterior slabs and sidewalk subgrades are anticipated to consist of existing granular fill which is anticipated to have an elevated silt content, as described above. The base course layer should be hydraulically connected to site drainage, where possible, to further protect against frost action.

5.6 Pavement

5.6.1 Design Considerations

Flexible Pavements: Flexible pavement design was based on the American Association of State Highway and Transportation Officials' (AASHTO) Guide for Design of Pavement Structures (1993). The thickness of each course is a function of subgrade strength, anticipated traffic volume, design period, serviceability factors, and frost susceptibility. In the design process, we used our engineering judgment, a design period of 20 years, and 18-kip equivalent single axle loads (ESALs) of 11,279 and 30,567 for standard-duty and heavy-duty pavement sections, respectively. Reference is made to materials described by the State of Maine Department of Transportation (MaineDOT) *Standard Specifications*, November 2014. The following flexible pavement designs are recommended:

Flexible Pavement Material	Thickness (in)	
	Standard-Duty	Heavy-Duty
Bituminous Concrete Top Course (MaineDOT Item 403.208 HMA 12.5mm Nominal Aggregate Size)	1.5	1.5
Bituminous Concrete Binder Course (MaineDOT Item 403.207 HMA 19.0mm Nominal Aggregate Size)	1.5	2.5
Base Course (MaineDOT Item 703.06 Aggregate for Base – Type C)	8.0	8.0

We recommend the standard duty section, as outlined above, be constructed in parking and lightly traveled areas. The heavy-duty pavement section should be constructed at primary drives, delivery areas, and other areas subjected to heavy car or truck traffic.

The above flexible pavement sections represent minimum thicknesses and, as such, periodic maintenance should be anticipated. Preventative maintenance should be planned and provided through an ongoing pavement management program in order to enhance future pavement

performance. Preventative maintenance activities are intended to slow the rate of pavement deterioration, and to preserve the pavement investment.

Rigid (Portland Cement Concrete) Pavements: Rigid pavement subgrade soil is anticipated to consist of proof-rolled/compacted existing granular fill, as described above. The estimated modulus of subgrade reaction (k) is 100 psi/in; the recommended rigid pavement sections are presented below.

Rigid Pavement Material	Thickness (in)	
	Light-Duty	Heavy-Duty
Type II Portland Cement (Reinforced Concrete 4,000 psi)	5.0	6.0
Subbase Course (MaineDOT Item 703.06 Aggregate for Base – Type A)	4.0	4.0

We recommend heavy-duty rigid concrete pavement at dumpster locations where trash trucks will park, and at loading areas. For dumpster pads, at a minimum, the concrete pavement area should be large enough to support the container and tipping axle of the refuse truck. The outer edges of concrete pavement are susceptible to damage as vehicles move from the concrete to the adjacent bituminous concrete. Therefore, the concrete thickness of the outer 2 feet of the concrete pavement should be increased to 12 inches. Dowels should be placed across slab expansion joints to limit differential settlements.

Rigid concrete pavement should include fiber reinforcement (fiber mesh) or welded wire fabric (minimum 6x6-W2.9xW2.9) to provide tensile strength and increase serviceability. The concrete should be designed with air entraining admixtures to improve serviceability. Physical properties of fiber reinforcement vary by type and manufacturer; as such, the fiber volume content should follow the manufacturer's recommendations for the intended application.

5.6.2 Construction Consideration

Existing pavement base may be suitable for use as base in the new pavement section; however, it should be evaluated after initial site stripping for conformance with MaineDOT Item 703.06 and project suitability. Compacted fill and natural soil subgrades should be proof-rolled and observed by the GER as discussed herein. Base course or pavement materials should not be placed when the subgrade surface is wet. Surface drainage should be provided away from the edge of paved areas to reduce the potential for lateral moisture transmission into the subgrade.

The bituminous concrete should be placed in accordance with MaineDOT standard specifications. Bituminous concrete should be placed within the temperature range specified therein and compacted to 95 percent of the Marshall Density for the job mix formula.

6.0 GENERAL CONSTRUCTION CONSIDERATIONS

The following presents recommendations for site preparation, excavation, subgrade preparation, and placement of fill for the project. The recommendations presented for design and construction of earth-supported elements are contingent upon the recommendations outlined in this section.

Earthwork on the project should be evaluated by the GER. The evaluation of earthwork should include review of engineered fill, subgrade preparation, foundation bearing soil and other geotechnical conditions exposed during construction. The observation and testing of engineered fill should be accomplished by a qualified testing agency.

6.1 Initial Site Preparation

Initial site preparation should commence with stripping of existing pavement and vegetation from proposed building and pavement areas. Minimum stripping depths of approximately 6 to 12 inches should be anticipated; however, stripping depths will likely vary across the site. A Sovereign representative or a qualified testing agency should monitor the stripping operations to observe that unsuitable materials have been adequately removed.

The project area is currently occupied by the former restaurant building and associated paved parking and drive areas. The existing structure will be demolished for the new development. Existing foundation elements, pavements, and underground utilities should be removed from within the proposed building area. Where existing foundation elements may conflict with proposed pavements or utilities, they should be removed to a depth of at least 2 feet below the affected utility or finish pavement grade. Areas disturbed during removal of foundations and utilities should be undercut and the excavations should be backfilled in compacted lifts. Fill materials and compaction efforts should be consistent with the intended future use.

6.2 Earthwork in wet environments

Excavated soil will generally consist of existing fill. As previously described, portions of the fill may contain an elevated silt content. As recommended in **Section 6.4**, excavated on-site soil may be selectively reused as structural fill and common fill provided it is free of deleterious materials and particles larger than 8 inches in diameter, and provided it is relatively dry such that it can be compacted to the requirements specified in **Section 6.5**. This recommendation is applicable during periods of construction when the climate and moisture are favorable for reusing a fine-grained or silty soil.

During wet environments, excavated soil with an elevated silt content may be unsuitable for reuse or may require stabilization methods on subgrades, as recommended herein. Contractors experienced in earthwork construction in the area should be aware of silty soil behavior and the effects that moisture and season have on its workability. If a contractor bids construction knowing that earthwork must begin during seasonally wet months, the owner should expect a

contingency by the contractor to create a suitable working surface for equipment, the use of off-site suitable fill and disposal of on-site soil.

Care must be taken by the contractor to avoid disturbance to silty subgrades by minimizing construction traffic (including foot traffic) on silty soil to the extent practical. Subgrades disturbed by construction traffic should be over-excavated and replaced with suitable backfill material. Excavated subgrades should not be left exposed overnight unless the forecast calls for above-freezing, clear conditions.

6.3 Subgrade Preparation

Following site stripping, excavation to rough grade, and before placing new fill or constructing foundations, the existing granular fill or natural marine sand subgrades should be proof-rolled with at least six passes in perpendicular directions of a minimum 10-ton vibratory roller in open areas, or a 1-ton vibratory roller or large plate compactor in trenches. Additionally, existing granular fill subgrades should be compacted to at least 95 percent of the maximum dry density as determined by ASTM D-1557, Method C (Modified Proctor).

Structural fill used to achieve design foundation subgrade elevation may consist of excavated existing fill provided it meets the requirements for reused discussed in **Section 6.4** or imported fill meeting the requirements for imported structural fill. Engineered fill should be placed in controlled lifts and compacted to the requirements specified in **Section 6.5**.

The GER or his/her representative should review the subgrade during the proof-rolling process. Soft/unstable zones should be over-excavated from the footing bearing zones to competent material and replaced with compacted structural fill or crushed stone, as necessary.

Following proof-rolling, structural fill or crushed stone (where required) may be placed and compacted to achieve design footing subgrade elevation. Where subgrades become wet, unstable and/or difficult to proof-roll, the use of crushed stone should be considered in lieu of structural fill. Crushed stone (if used) should be underlain with a geotextile separation fabric, such as Mirafi 140N or equivalent.

6.4 Fill Materials and Placement

Fill materials should consist of mineral soil free of organics, debris, or other deleterious materials. Frozen material should not be used and fill should not be placed on frozen subgrades. Recommended material property requirements for fill on the project, and their acceptable locations for placement, are as follows:

Imported Structural Fill:

Placement/Location	Material Properties	
Recommended below footings and floor slabs, within footing bearing zones, and under settlement-sensitive structures.	Imported structural fill should meet the following gradation:	
	<u>Sieve Size</u>	
	<u>Percent Passing by Weight</u>	
	8-inch	100*
	3-inch	70 - 100**
	¾-inch	45 - 95
	No. 4	30 - 90
	No. 10	25 - 80
	No. 40	10 - 50
	No. 200	0 - 10
	* Maximum particle size limited to 2/3 the loose lift thickness.	
	** Maximum 3-inch particle size within 12 inches of the underside of footings.	

Common Fill:

Placement/Location	Material Properties
May be used for site grading and fill outside building footprints and foundation bearing zones. Common fill should not be used under settlement sensitive structures.	The maximum particle size is recommended to be limited to 2/3 the loose lift thickness, and no more than 30 percent by weight should pass the No. 200 sieve.

Crushed Stone:

Placement/Location	Material Properties
Recommended below footings and floor slabs, within footing bearing zones, and under settlement-sensitive structures, and as backfill around drainage pipe.	Crushed stone shall be meet the requirements of Maine DOT Section 703.13 Crushed Stone ¾-Inch.
1. Crushed stone, if used, should be separated from subgrades and backfill soil (as appropriate) using a geotextile such as Mirafi 140N, or equivalent.	

On-Site Soil:

Placement/Location	Material Properties
Excavated on-site soil may be selectively reused as structural fill to within 12 inches of foundations and 8 inches of floor slabs, or common fill provided it is stable and can be adequately compacted.	Excavated on-site soil intended for reuse should be free of organic, frozen, or other deleterious materials and the maximum particle size should be limited to 2/3 the loose lift thickness.

6.5 Compaction Requirements

The recommended compaction and moisture criteria for engineered fill materials follow:

Fill Lift Thickness	Vibratory Rollers: 12 inches or less in loose thickness
	Plate Compactors: 8 inches or less in loose thickness
Compaction Requirements ^(1,2)	Structural Fill: 95% maximum dry density
	Common Fill: 92% maximum dry density
Moisture Content - Granular Material	± 3% of the Optimum Moisture Content
2. Maximum dry density as determined by ASTM D-1557, Method C (Modified Proctor). 3. Fill should be tested for moisture content and percent compaction during placement. If in-place density test results indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested, as required, until the specified moisture and compaction requirements are achieved.	

6.6 Temporary Excavations / Grading and Drainage

The individual contractor(s) is responsible for designing and constructing stable, temporary excavations or temporary bracing, as required, to maintain stability of the excavation sides and the excavation bottom. Instability in the form of slope raveling, caving, and sloughing should be expected in all excavations and trenches which extend into the granular materials with little to no cohesion. Excavations should be sloped or shored in the interest of safety following local and federal regulations, including current Occupational Safety and Health Administration (OSHA) excavation and trench safety standards.

Construction slopes should be reviewed for signs of mass movement. If potential stability problems are observed, work should cease and the GER should be contacted immediately. The responsibility for excavation safety and stability of temporary construction slopes should lie solely with the contractor.

Stockpiles should be placed well away from the edge of the excavation and their height should be controlled so they do not surcharge the sides of the excavation. Positive drainage should be provided during construction and maintained throughout the life of the development. Infiltration of water into utility trenches or foundation excavations should be prevented during construction.

6.7 Dewatering

Based on conditions encountered at the time of the subsurface investigation, dewatering may be required for construction of foundations and deeper utilities. The contractor should select a dewatering method to lower groundwater at least 2 feet below the excavation subgrade in order to minimize bearing surface disturbance during construction of footings and utilities.

The contractor should be required to maintain a dewatered and stable subgrade during construction. Efforts should be made to prevent surface water runoff from collecting in

excavations. Subgrade soil that becomes unstable should be replaced with crushed stone or structural fill as necessary. Crushed stone, if used, should be separated from the excavation subgrade, sidewalls, and granular backfill above the stone with a geotextile separation fabric. Discharge of groundwater to surface water during construction may require permits from the Maine Department of Environmental Protection (Maine DEP).

7.0 GENERAL COMMENTS

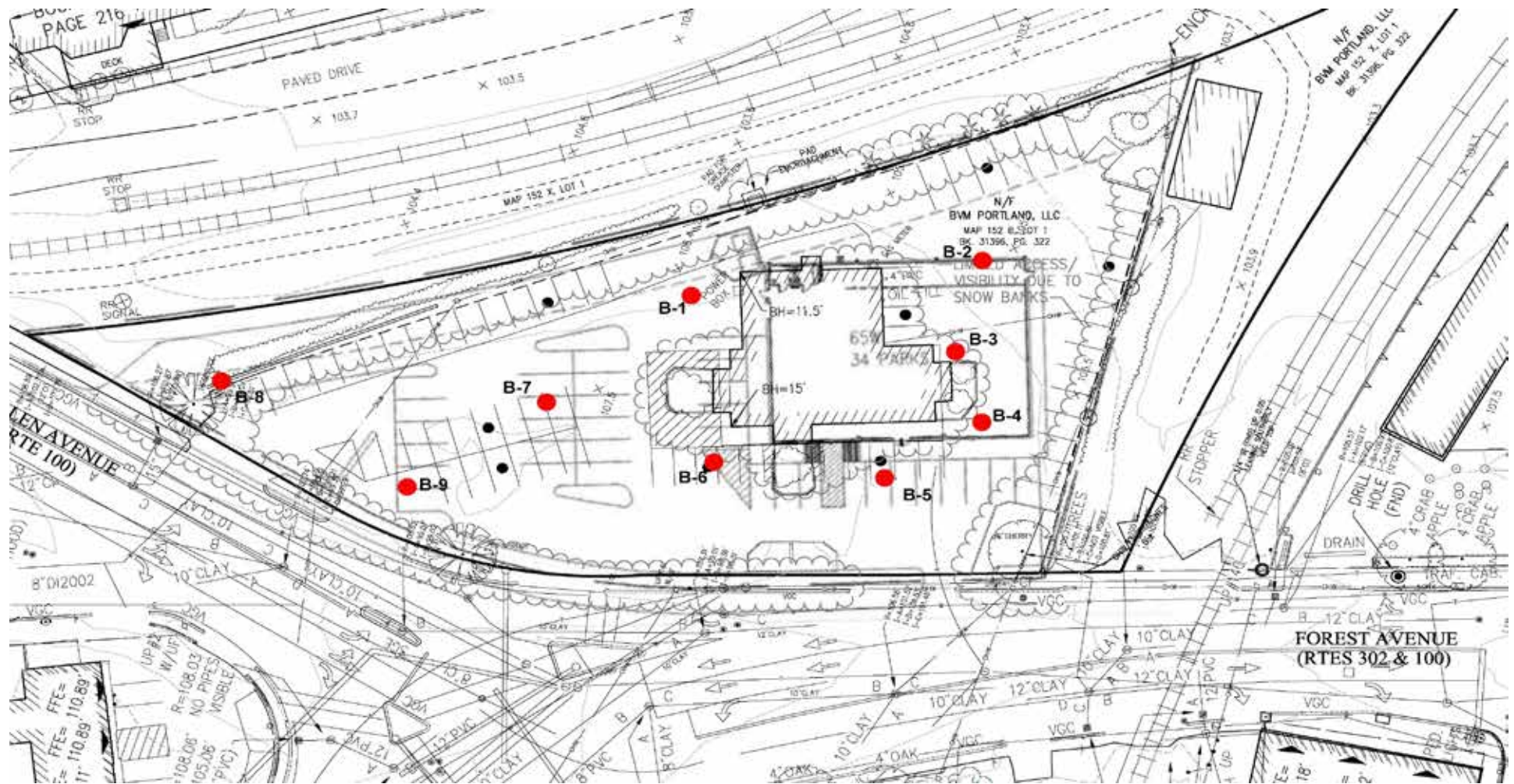
Sovereign should be retained to review final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. The GER and an independent testing agency should also be retained to provide observation and testing services during grading, excavation, foundation construction and other earth-related construction phases of the project.

The analysis and preliminary recommendations presented in this report are based upon the data obtained from the borings performed by others at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

The scope of services for this project does not include either specifically or by implication an environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, express or implied, are intended or made. Site safety, excavation support and dewatering requirements are the responsibility of others. In the event that changes in the nature, design or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Sovereign reviews the changes and either verifies or modifies the conclusions of this report in writing.

FIGURES



1. THIS FIGURE WAS PREPARED FROM A PRELIMINARY TOPOGRAPHIC SURVEY
2. TEST BORINGS SHOWN AS B-1 THROUGH B-9 WERE ADVANCED FEBRUARY 13, 2015 BY NORTHERN TEST BORING, INC. OF GORHAM, MAINE.
3. THE APPROXIMATE LOCATION OF THE SUBSURFACE EXPLORATIONS WERE LOCATED BY TAPE MEASUREMENT AND LINE OF SIGHT REFERENCING EXISTING SITE FEATURES.
4. USE OF THIS PLAN IS LIMITED TO THE APPROXIMATE LOCATION OF THE SUBSURFACE EXPLORATIONS AND OTHER PERTINENT SITE FEATURES. ANY OTHER USE OF THIS PLAN WITHOUT PERMISSION IS PROHIBITED.



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 7 HILLS AVENUE
 CONCORD, NEW HAMPSHIRE 03301
 TEL: (603) 856-8644

Project No. AZ006 File: AZ006 Fig1.pdf Date: 2/20/2015

FIGURE 1
SUBSURFACE EXPLORATION LOCATION PLAN

AUTOZONE NO. 3879
1207 FOREST AVENUE
PORTLAND, MAINE

ATTACHMENT A

DESCRIPTION OF FIELD EXPLORATIONS

In total, nine (9) test borings (B-1 through B-9) were drilled at the site on February 13, 2015 to depths ranging from approximately 5.9 to 17.0 feet below the ground surface within the project area at the approximate locations shown on the attached Subsurface Exploration Location Plan (**Figure 1**).

Test borings were advanced by Northern Test Boring of Gorham, Maine using track-mounted drilling equipment. Borings were advanced using 2¼-inch inside-diameter hollow-stem augers and were backfilled with soil cuttings upon completion.

Soil samples were generally obtained at ground surface and at depths of 2, 5, 10, and 15 feet below ground surface using a standard 2-inch outside-diameter split-barrel sampler. Standard Penetration Tests (SPTs) were performed in general accordance with industry standards. Density of soil samples are based on N-values, which is determined by the number of hammer blows required to advance the sampler from 6 to 18 inches.

An automatic SPT hammer was used to advance the split-barrel sampler in the borings performed on this site. A greater efficiency is typically achieved with the automatic hammer compared to the conventional safety hammer operated with a cathead and rope. Published correlations between the SPT values and soil properties are based on the lower efficiency cathead and rope method. This higher efficiency affects the standard penetration resistance blow count (N) value by increasing the penetration per hammer blow over what would be obtained using the cathead and rope method. The effect of the automatic hammer's efficiency has been considered in the interpretation and analysis of the subsurface information for this report.

Visual classifications of soil are shown on test boring logs included in **Attachment A**. Groundwater conditions were evaluated in each boring at the time of site exploration.

Borings were located in the field by using the site plans provided by the client and tape measurement and line-of-site referencing existing site features. The accuracy of boring locations should only be assumed to the level implied by the method used.

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

S: Split-Barrel sampler - 1-3/8" I.D., 2" O.D., unless otherwise noted	HSA: Hollow Stem Auger
T: Thin-Walled Tube - 3" O.D., unless otherwise noted	AP: Auger Probe
C: Diamond Bit Coring - 4", N, B	HA: Hand Auger
BS: Bulk Sample or Auger Sample	RB: Rock Bit
	WB: Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-barrel sampler (SB) between 6 to 18 inches of the total 24-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value."

WATER LEVEL MEASUREMENT SYMBOLS:

WL: Water Level	WS: While Sampling	N/E: Not Encountered
WCI: Wet Cave in	WD: While Drilling	
DCI: Dry Cave in	BCR: Before Casing Removal	
AB: After Boring	ACR: After Casing Removal	

DESCRIPTIVE SOIL CLASSIFICATION:

Soils are visually classified using a modified Burmister system. The order of the visual-manual classification is as follows:

1. Density or Consistency
2. Color
3. Grain Size & Constituent percentages
4. Other pertinent descriptors

CONSISTENCY OF COHESIVE SOILS

RELATIVE DENSITY OF COHESIONLESS SOILS

<u>Consistency</u>	<u>Standard Penetration Test or N-value (Blows/Ft.)</u>	<u>Unconfined Compressive Strength, Qu, (psf)</u>	<u>Standard Penetration Test or N-value (Blows/Ft.)</u>	<u>Relative Density</u>
Very Soft	<2	< 500	0 - 4	Very Loose
Soft	2-4	500 - 1,000	4 - 10	Loose
Medium Stiff	4-8	1,000 - 2,000	10 - 30	Medium Dense
Stiff	8-15	2,000 - 4,000	30 - 50	Dense
Very Stiff	15-30	4,000 - 8,000	>50	Very Dense
Hard	>30	>8,000		

RELATIVE PROPORTIONS OF SAND AND GRAVEL

GRAIN SIZE TERMINOLOGY

<u>Descriptive Term(s) of other Constituents</u>	<u>Percent of Dry Weight</u>	<u>Major Component of Sample</u>	<u>Particle Size</u>
Noun (major component)	≥ 50%	Boulders	≥ 12 in. (300mm)
And	35 - 50%	Cobbles	12 in. to 3 in. (300mm to 75 mm)
Some	20 - 35%	Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Little	10 - 20%	Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Trace	1 - 10%	Silt or Clay	Passing #200 Sieve (0.075mm)
With	Amount not determined		

PLASTICITY DESCRIPTION

Degree of Plasticity

General Soil Type

Non-plastic	SILT
Slightly	clayey SILT
Low	SILT, and Clay
Medium	CLAY, and Silt
Highly	silty CLAY
Very High	CLAY

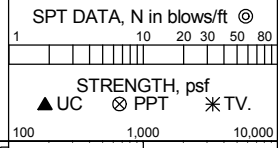


Sovereign Consulting Inc.
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CLIENT AutoZone, Inc.	PROJECT NAME Proposed AutoZone Store No. 3879
PROJECT NUMBER AZ006	PROJECT LOCATION 1207 Forest Ave., Portland, ME
DATE STARTED 2/13/15 COMPLETED 2/13/15	GROUND ELEVATION 106 ft BORING DEPTH 17 feet
DRILLING CONTRACTOR Northern Test Boring, Inc.	GROUND WATER LEVELS:
DRILLING METHOD Hollow Stem Auger 2 1/4"	▽ AT TIME OF DRILLING 7.0 ft / Elev 99.0 ft
LOGGED BY IKC CHECKED BY SMC	AT END OF DRILLING ---
SAMPLE HAMMER/DROP METHOD Auto/Auto	AFTER DRILLING ---

SOVEREIGN BORING LOG 2014 1029 - SOVCON GEO LOG 2014 1029.GDT - 2/20/15 11:51 - P:\MAINE\PORTLAND\AZ006 AUTOZONE 3879 PORTLAND\FIELD DATA\AZ006 BORING LOGS.GPJ

Depth	Sample	Sample Number	Blow Count (Rec./RQD)	PID (ppm)	Description	Graphic Log	Elev Depth (ft)	SPT DATA, N in blows/ft ©
					2" ASPHALT pavement		105.9	
		AU-1			(AU-1) brown, medium to fine SAND, trace Silt, moist		0.2	
		SS-2	11-5-2-3 (20")		(SS-2) Loose, brown, medium to fine SAND, trace Silt, trace Gravel, moist, trace ash particles			
5		SS-3	5-9-8-9 (12")		(FILL) (SS-3) Medium dense, light brown, coarse to fine SAND, trace Silt, wet, at 7 feet	▽	101.0	
		SS-4	3-3-2-1 (16")		(SS-4A) Loose, tan to gray, medium to fine SAND, little Silt, wet, strong petroleum-like odor (GLACIOMARINE) (SS-4B) Soft, gray, clayey SILT, wet		95.0	
10		SS-5	3-3-3-3 (18")		(GLACIOMARINE) (SS-5) Loose, tan, medium to fine SAND, trace Silt, wet (GLACIOMARINE)		91.0	
15					(GLACIOMARINE)		89.0	
					Bottom of borehole at 17.0 feet.		17.0	



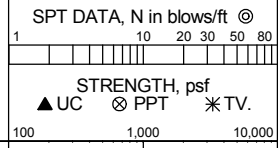


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PROJECT NUMBER AZ006	PROJECT LOCATION 1207 Forest Ave., Portland, ME
DATE STARTED 2/13/15 COMPLETED 2/13/15	GROUND ELEVATION 105 ft BORING DEPTH 17 feet
DRILLING CONTRACTOR Northern Test Boring, Inc.	GROUND WATER LEVELS:
DRILLING METHOD Hollow Stem Auger 2 1/4"	▽ AT TIME OF DRILLING 7.0 ft / Elev 98.0 ft
LOGGED BY IKC CHECKED BY SMC	AT END OF DRILLING ---
SAMPLE HAMMER/DROP METHOD Auto/Auto	AFTER DRILLING ---

SOVEREIGN BORING LOG 2014 1029 - SOVCON GEO LOG 2014 1029.GDT - 2/20/15 11:51 - P:\MAINE\PORTLAND\AZ006 AUTOZONE 3879 PORTLAND\FIELD DATA\AZ006 BORING LOGS.GPJ

Depth	Sample	Sample Number	Blow Count (Rec./RQD)	PID (ppm)	Description	Graphic Log	Elev Depth (ft)	SPT DATA, N in blows/ft ©
					2.5" ASPHALT pavement		104.8	
		AU-1			(AU-1) brown, medium to fine SAND, trace Silt, trace Concrete particles, moist		0.2	
		SS-2	6-10-17-6 (18")		(SS-2) Medium dense, brown, medium to fine SAND, little Silt, trace Concrete and wood particles, moist			
5		SS-3A	2 (8")		(SS-3A) Similar to SS-2, except loose, petroleum-like odor		99.5	
		SS-3B	4-5-5 (8")		(SS-3B) Loose, tan, coarse to fine SAND, trace Silt, wet, petroleum-like odor	(FILL)	5.5	
					(GLACIOMARINE)		97.0	
10		SS-4	1-1-1-1 (20")		Drill action suggests change at 8 feet (SS-4) Very soft, gray, clayey SILT, wet		8.0	
15		SS-5	1-1-1-1 (16")		(SS-5) Similar to SS-4		88.0	
					(GLACIOMARINE)		17.0	
Bottom of borehole at 17.0 feet.								



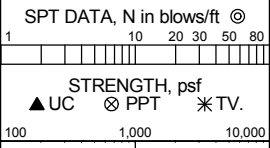


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PROJECT NUMBER AZ006	PROJECT LOCATION 1207 Forest Ave., Portland, ME
DATE STARTED 2/13/15 COMPLETED 2/13/15	GROUND ELEVATION 105 ft BORING DEPTH 16.6 feet
DRILLING CONTRACTOR Northern Test Boring, Inc.	GROUND WATER LEVELS:
DRILLING METHOD Hollow Stem Auger 2 1/4"	▽ AT TIME OF DRILLING 7.0 ft / Elev 98.0 ft
LOGGED BY IKC CHECKED BY SMC	AT END OF DRILLING ---
SAMPLE HAMMER/DROP METHOD Auto/Auto	AFTER DRILLING ---

SOVEREIGN BORING LOG 2014 1029 - SOVCON GEO LOG 2014 1029.GDT - 2/20/15 11:51 - P:\MAINE\PORTLAND\AZ006 AUTOZONE 3879 PORTLAND\FIELD DATA\AZ006 BORING LOGS.GPJ

Depth	Sample Number	Blow Count (Rec./RQD)	PID (ppm)	Description	Graphic Log	Elev Depth (ft)	SPT DATA, N in blows/ft ©
	AU-1			2" ASPHALT pavement		104.9	
	SS-2	5-11-11-7 (8")		(AU-1) dark brown, medium to fine SAND, little Gravel, trace Silt, moist		104.9 0.2	
5	SS-3	3-3-3-3 (18")		(SS-2) Medium dense, brown, coarse to fine SAND, trace Concrete fragments, trace Silt, moist		100.0	
				(FILL)		5.0	
10	SS-4	3-3-2-2 (16")		(SS-3) Loose, brown to orange, medium to fine SAND, little Silt, trace Gravel, tip wet at 7 feet		95.0	
				(GLACIOMARINE)		10.0	
				(SS-4) Medium stiff, tan, SILT, with occasional fine Sand seams, wet, strong petroleum-like odor		92.0	
				(GLACIOMARINE)		13.0	
15	SS-5	3-3-15-50/1" (18")		Drill action suggests change at 13 feet		88.4	
				(SS-5) Medium dense, tan, medium to fine SAND, trace Silt, wet, weathered rock in tip of sampler		16.6	
				(GLACIOMARINE)			
				Bottom of borehole at 16.6 feet.			





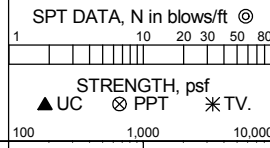
SOVEREIGN CONSULTING INC.
Environmental and Geotechnical Engineering

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PROJECT NUMBER AZ006	PROJECT LOCATION 1207 Forest Ave., Portland, ME
DATE STARTED 2/13/15 COMPLETED 2/13/15	GROUND ELEVATION 105 ft BORING DEPTH 11.2 feet
DRILLING CONTRACTOR Northern Test Boring, Inc.	GROUND WATER LEVELS: REFUSAL DEPTH 11.2 feet
DRILLING METHOD Hollow Stem Auger 2 1/4"	∇ AT TIME OF DRILLING 7.0 ft / Elev 98.0 ft
LOGGED BY IKC CHECKED BY SMC	AT END OF DRILLING ---
SAMPLE HAMMER/DROP METHOD Auto/Auto	AFTER DRILLING ---

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Depth	Sample Number	Blow Count (Rec./RQD)	PID (ppm)	Description	Graphic Log	Elev Depth (ft)	SPT DATA, N in blows/ft ©
	AU-1			2.5" ASPHALT pavement		104.8	
	SS-2	4-8-4-4 (18")		(AU-1) brown, medium to fine SAND, little Gravel, little Silt, moist, slight petroleum-like odor (SS-2) Medium dense, tan brown, medium to fine SAND, some Gravel, trace Silt, moist, trace ash and wood particles		0.2	
5	SS-3A	1-2-5		(SS-3A) Similar to SS-2, except loose			
	SS-3B	5 (20")		(SS-3B) Loose, tan, medium to fine SAND, trace Silt, wet at 7 feet		98.5	
				(FILL)		6.5	
10	SS-4	7-8-50/1" (6")		(SS-4) Very dense, gray to tan, fine SAND, little Silt, little Gravel, wet		93.8	
				(GLACIOMARINE)		11.2	
				Refusal at 11.2 feet. Bottom of borehole at 11.2 feet.			



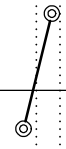
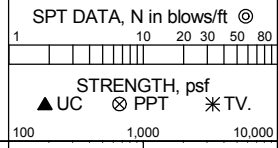


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CLIENT AutoZone, Inc.	PROJECT NAME Proposed AutoZone Store No. 3879
PROJECT NUMBER AZ006	PROJECT LOCATION 1207 Forest Ave., Portland, ME
DATE STARTED 2/13/15	COMPLETED 2/13/15
DRILLING CONTRACTOR Northern Test Boring, Inc.	GROUND ELEVATION 106 ft
DRILLING METHOD Hollow Stem Auger 2 1/4"	BORING DEPTH 7.4 feet
LOGGED BY IKC	CHECKED BY SMC
SAMPLE HAMMER/DROP METHOD Auto/Auto	GROUND WATER LEVELS:
	AT TIME OF DRILLING --- not encountered
	AT END OF DRILLING ---
	AFTER DRILLING ---
	REFUSAL DEPTH 7.4 feet

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Depth	Sample Number	Blow Count (Rec./RQD)	PID (ppm)	Description	Graphic Log	Elev Depth (ft)	SPT DATA, N in blows/ft ©	STRENGTH, psf
	AU-1			2" ASPHALT pavement		105.8		
	SS-2	8-14-12-8 (12")		(AU-1) dark brown, medium to fine SAND, trace Silt, trace Gravel, moist		0.2		
5	SS-3	4-6-10-12 (18")		(SS-2) Medium dense, dark brown, coarse to fine SAND, trace Gravel, trace Silt, moist, trace ash, coal, and glass particles		101.0		
				(FILL)		5.0		
				(GLACIOMARINE)		98.6		
				Drill action suggests possible weathered rock at 7 feet		7.4		
				Refusal at 7.4 feet. Bottom of borehole at 7.4 feet.				



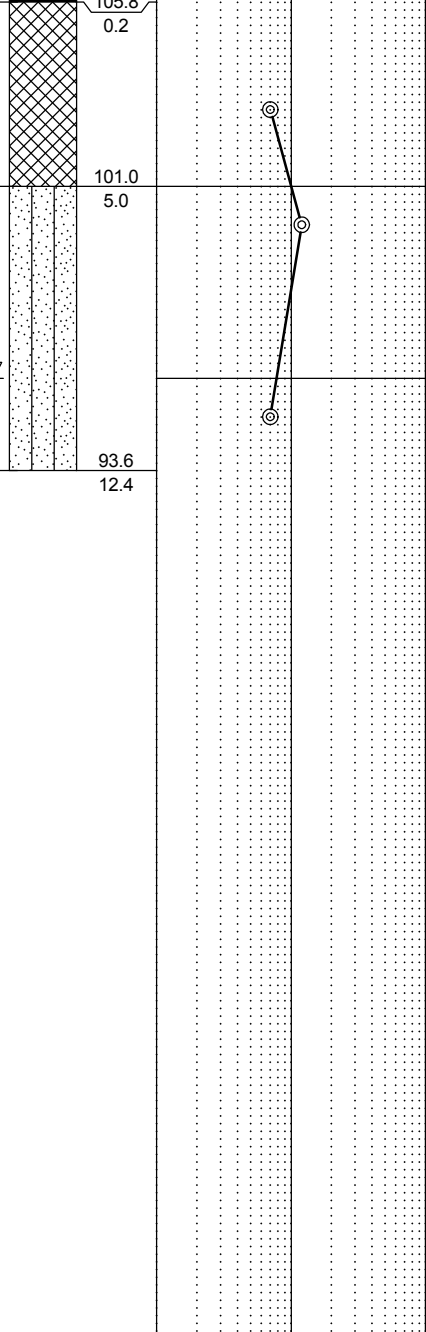
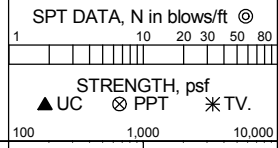


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PROJECT NUMBER <u>AZ006</u>	PROJECT LOCATION <u>1207 Forest Ave., Portland, ME</u>
DATE STARTED <u>2/13/15</u> COMPLETED <u>2/13/15</u>	GROUND ELEVATION <u>106 ft</u> BORING DEPTH <u>12.4 feet</u>
DRILLING CONTRACTOR <u>Northern Test Boring, Inc.</u>	GROUND WATER LEVELS: REFUSAL DEPTH <u>12.4 feet</u>
DRILLING METHOD <u>Hollow Stem Auger 2 1/4"</u>	▽ AT TIME OF DRILLING <u>10.0 ft / Elev 96.0 ft</u>
LOGGED BY <u>IKC</u> CHECKED BY <u>SMC</u>	AT END OF DRILLING <u>---</u>
SAMPLE HAMMER/DROP METHOD <u>Auto/Auto</u>	AFTER DRILLING <u>---</u>

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Depth	Sample Number	Blow Count (Rec./RQD)	PID (ppm)	Description	Graphic Log	Elev Depth (ft)	SPT DATA, N in blows/ft ©	STRENGTH, psf
				2.5" ASPHALT pavement		105.8		
	AU-1			(AU-1) dark brown, medium to fine SAND, little Silt, trace Gravel, moist, slight petroleum-like odor		0.2		
	SS-2	5-4-3-4 (12")		(SS-2) Loose, brown to orange, medium to fine SAND, little Silt, trace Gravel, moist, trace ash and coal particles				
5	SS-3	4-5-7-5 (20")		(SS-3) Medium dense, tan, medium to fine SAND, trace Silt, moist	(FILL)	101.0		
	SS-4	4-3-4-3 (18")		(SS-4) Similar to SS-3, except loose and wet				
10				(GLACIOMARINE)		93.6		
				Drill action suggests possible weathered rock at 12 feet		12.4		
				Refusal at 12.4 feet. Bottom of borehole at 12.4 feet.				



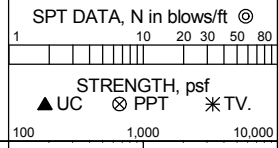


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PROJECT NUMBER AZ006	PROJECT LOCATION 1207 Forest Ave., Portland, ME
DATE STARTED 2/13/15	COMPLETED 2/13/15
DRILLING CONTRACTOR Northern Test Boring, Inc.	GROUND ELEVATION 107 ft
DRILLING METHOD Hollow Stem Auger 2 1/4"	BORING DEPTH 10.7 feet
LOGGED BY IKC	CHECKED BY SMC
SAMPLE HAMMER/DROP METHOD Auto/Auto	GROUND WATER LEVELS:
	∇ AT TIME OF DRILLING 10.0 ft / Elev 97.0 ft
	AT END OF DRILLING ---
	AFTER DRILLING ---

SOVEREIGN BORING LOG 2014 1029 - SOVCON GEO LOG 2014 1029.GDT - 2/20/15 11:51 - P:\MAINE\PORTLAND\AZ006 AUTOZONE 3879 PORTLAND\FIELD DATA\AZ006 BORING LOGS.GPJ

Depth	Sample	Sample Number	Blow Count (Rec./RQD)	PID (ppm)	Description	Graphic Log	Elev Depth (ft)	SPT DATA, N in blows/ft ©	STRENGTH, psf
					2.5" ASPHALT pavement		106.8		
		AU-1			(AU-1) dark brown, medium to fine SAND, trace Silt, trace Gravel, moist		0.2		
		SS-2	5-4-3-3 (14")		(SS-2) Loose, brown, medium to fine SAND, some Gravel, little Silt, moist, trace coal and brick particles		103.0		
5		SS-3	5-6-7-7 (16")		(SS-3) Medium dense, tan, medium to fine SAND, trace Silt, moist	(FILL)	4.0		
10		SS-4	4-50/2" (4")		(SS-4) Very dense, medium to fine SAND, some Silt, trace Gravel, wet		96.3		
					(GLACIOMARINE)		10.7		
					Bottom of borehole at 10.7 feet.				



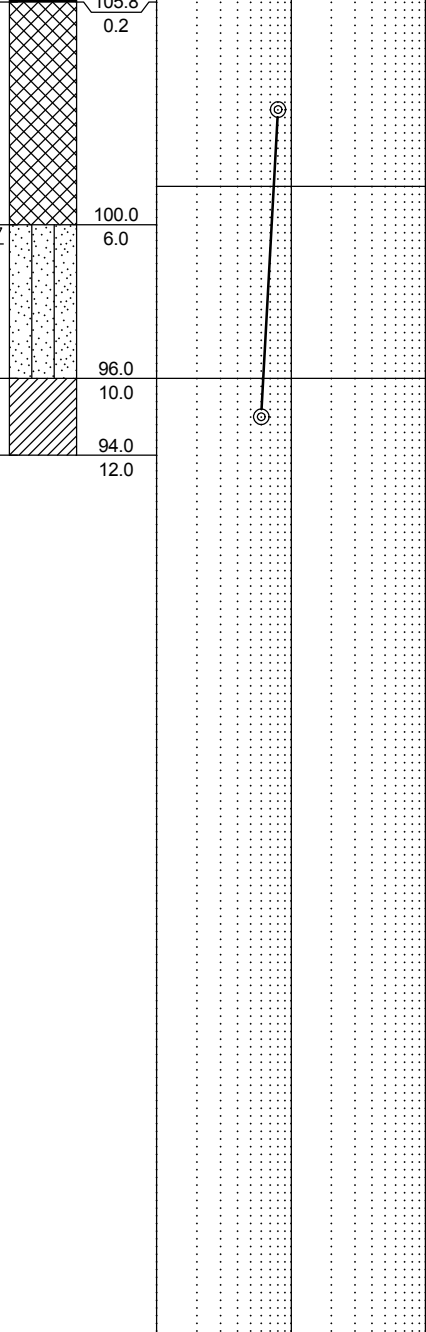
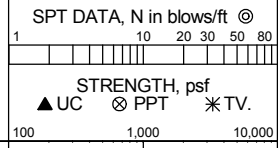


Sovereign Consulting Inc.
7 Hills Ave.
Concord NH 03301
Telephone: 603-856-8644
www.sovcon.com

CLIENT AutoZone, Inc.	PROJECT NAME Proposed AutoZone Store No. 3879
PROJECT NUMBER AZ006	PROJECT LOCATION 1207 Forest Ave., Portland, ME
DATE STARTED 2/13/15 COMPLETED 2/13/15	GROUND ELEVATION 106 ft BORING DEPTH 12 feet
DRILLING CONTRACTOR Northern Test Boring, Inc.	GROUND WATER LEVELS:
DRILLING METHOD Hollow Stem Auger 2 1/4"	▽ AT TIME OF DRILLING 6.5 ft / Elev 99.5 ft
LOGGED BY IKC CHECKED BY SMC	AT END OF DRILLING ---
SAMPLE HAMMER/DROP METHOD Auto/Auto	AFTER DRILLING --

SOVEREIGN BORING LOG 2014 1029 - SOVCON GEO LOG 2014 1029.GDT - 2/20/15 11:51 - P:\MAINE\PORTLAND\AZ006 AUTOZONE 3879 PORTLAND\FIELD DATA\AZ006 BORING LOGS.GPJ

Depth	Sample	Sample Number	Blow Count (Rec./RQD)	PID (ppm)	Description	Graphic Log	Elev Depth (ft)	SPT DATA, N in blows/ft ©
					2.5" ASPHALT pavement		105.8	
		AU-1			(AU-1) Medium dense, brown, medium to fine SAND, little Silt, little Gravel, moist		0.2	
		SS-2	11-5-3-3 (12")		(SS-2) Loose, tan, medium to fine SAND, little Silt, trace Gravel, moist			
5		SS-3A	1-1 (12")		(SS-3A) Very loose, tan to brown, medium to fine SAND, little Silt, moist, trace Organics and brick particles		100.0	
		SS-3B	2-2 (8")		(SS-3B) Loose, gray, fine SAND, some Silt, wet at 6.5 feet	(FILL)	6.0	
10		SS-4	3-3-3-3 (16")		(GLACIOMARINE) (SS-4) Medium stiff, tan, clayey SILT, wet		96.0	
					(GLACIOMARINE)		10.0	
							94.0	
							12.0	
Bottom of borehole at 12.0 feet.								





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CLIENT AutoZone, Inc.	PROJECT NAME Proposed AutoZone Store No. 3879
PROJECT NUMBER AZ006	PROJECT LOCATION 1207 Forest Ave., Portland, ME
DATE STARTED 2/13/15	COMPLETED 2/13/15
DRILLING CONTRACTOR Northern Test Boring, Inc.	GROUND ELEVATION 107 ft
DRILLING METHOD Hollow Stem Auger 2 1/4"	BORING DEPTH 5.9 feet
LOGGED BY IKC	CHECKED BY SMC
SAMPLE HAMMER/DROP METHOD Auto/Auto	GROUND WATER LEVELS:
	AT TIME OF DRILLING --- not encountered
	AT END OF DRILLING ---
	AFTER DRILLING ---
	REFUSAL DEPTH 5.9 feet

SOVEREIGN BORING LOG 2014 1029 - SOVCON GEO LOG 2014 1029.GDT - 2/20/15 11:51 - P:\MAINE\PORTLAND\AZ006 AUTOZONE 3879 PORTLAND\FIELD DATA\AZ006 BORING LOGS.GPJ

Depth	Sample	Sample Number	Blow Count (Rec./RQD)	PID (ppm)	Description	Graphic Log	Elev Depth (ft)	SPT DATA, N in blows/ft ©		
								1	10 20 30 50 80	
								STRENGTH, psf		
								▲ UC	⊗ PPT	* TV.
								100	1,000	10,000
					2.5" ASPHALT pavement		106.8			
	AU-1				(AU-1) brown, medium to fine SAND, trace Silt, trace Gravel, moist		0.2			
	SS-2		14-11-4-4 (16")		(SS-2) Medium dense, brown, medium to fine SAND, trace Gravel, trace Silt, moist					⊗
5	SS-3		5-50/4" (4")		(SS-3) Very dense, tan, medium to fine SAND, trace Silt, moist	(FILL)	102.0			
					(GLACIOMARINE)		101.1			
					Drill action suggests possible weathered rock at 5.5 feet		5.9			
					Refusal at 5.9 feet. Bottom of borehole at 5.9 feet.					

COLOR SPECIFICATIONS

VINYL

AUTO ZONE RED: ARLON / SIGNTECH COLORTAC VINYL #2662
AUTO ZONE ORANGE: ARLON / SIGNTECH COLORTAC VINYL #2119
BLACK: ARLON / SIGNTECH COLORTAC VINYL #2025

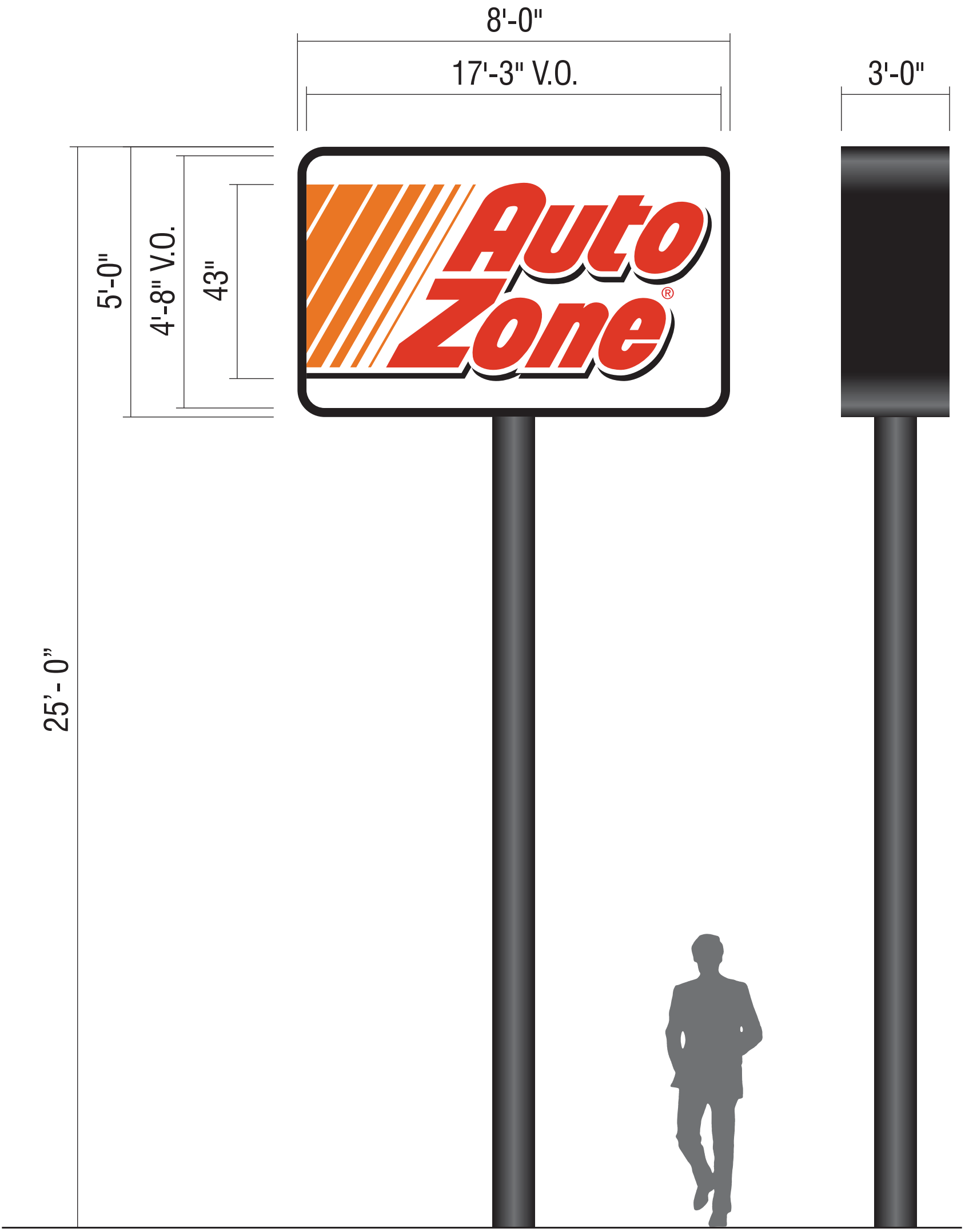
PAINT

MATTHEWS 42-204 GLOSS BLACK
 MATTHEWS 42-202 WHITE

D.F. ILLUMINATED PYLONS

Location: _____ Loc #: _____ Proj #: _____
 N/A N/A
 File Path: _____

Rev #	Rev#	Date	Req. By	Drawn By	Revision Description
Original	000000	00/00/00	XXX	XXX	
Rev 1	000000	00/00/00	XXX	XXX	Note
Rev 2	000000	00/00/00	XXX	XXX	
Rev 3	000000	00/00/00	XXX	XXX	
Rev 4	000000	00/00/00	XXX	XXX	
Rev 5	000000	00/00/00	XXX	XXX	
Rev 6	000000	00/00/00	XXX	XXX	
Rev 7	000000	00/00/00	XXX	XXX	



5X8CP D/F ILLUMINATED PYLON - 40 S.F.



99.51 sq. ft.

Job Number
98832

QTY: (1)
CUSTOM STRIPE

JOB NAME: PORTLAND, ME
AUTO ZONE - #3879
40" AZ CHANNEL LETTERS - LS

JONES SIGN
Your Vision. Accomplished.
1711 SCHEURING ROAD
DE PERE, WI 54115
TEL: 920-983-6700
FAX: 920-983-9145
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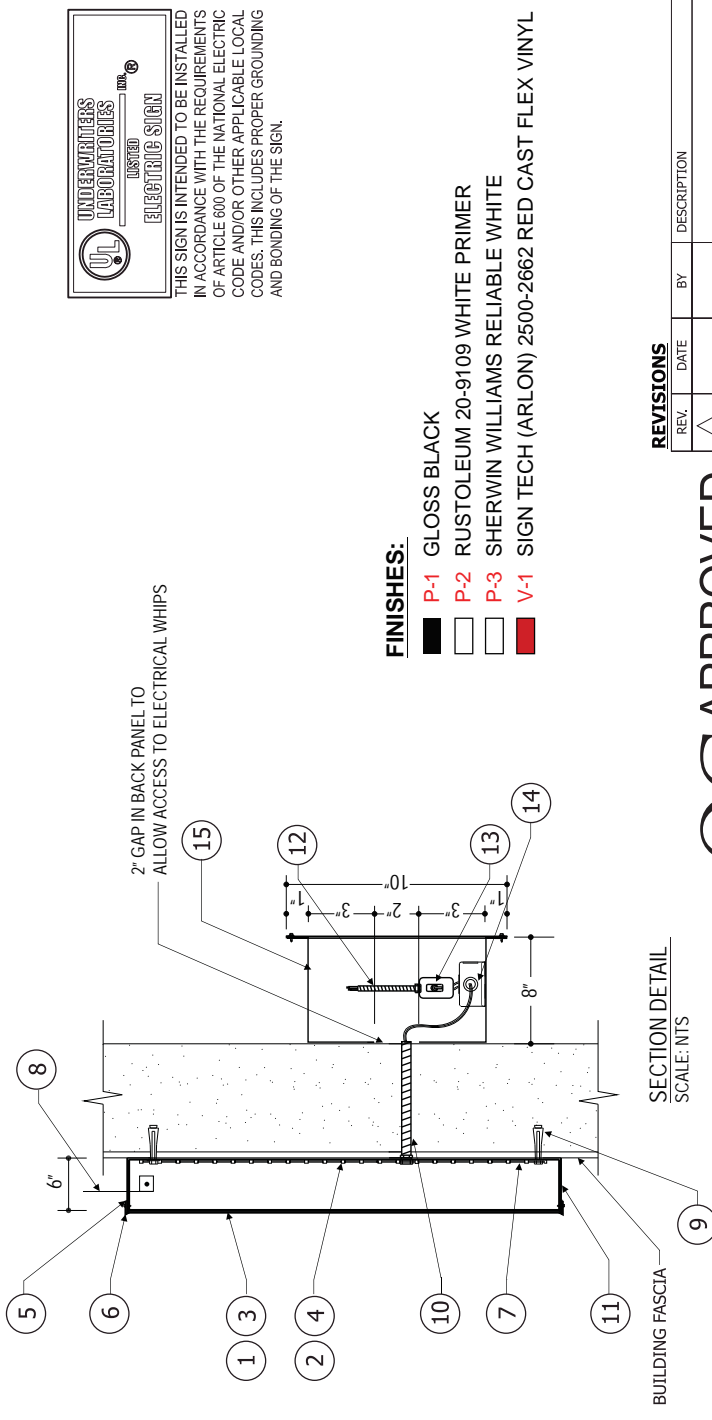
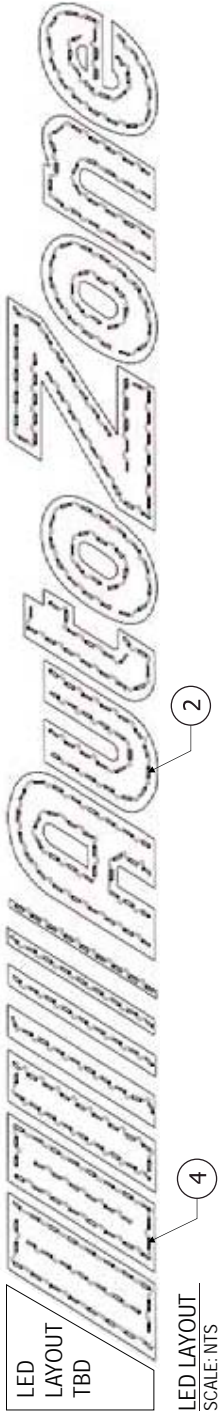
Quality Grade:	2
# of Circuits Req'd:	1-20 AMP CIRCUIT
Amp Draw:	2.6A
Voltage:	120V
Project Manager:	Mickey Wislow
Salesman:	Mike Bjorklund
Revision Date:	(SEE REVISION TABLE)
Date:	02.09.15
Drawn By:	JS
Sheet No.:	1

CALL OUTS:

- 3/16" THK PIGMENTED PLEXIGLAS RED 2662 AUTOZONE LETTERS.
- AUTOZONE LETTERS INTERNALLY ILLUMINATED w/ GE TETRA MAX RED LED.
- 3/16" THK PIGMENTED PLEXIGLAS ORANGE 2119 AUTOZONE STRIPES.
- AUTOZONE STRIPES INTERNALLY ILLUMINATED w/ GE TETRA MAX ORANGE LED.
- 6" PRE-FINISHED .040 BLACK/WHITE ALUMINUM RETURNS LETTER LOCKED/STAPLED TO BACK AND CAULKED. (INSIDE OF LETTERS/STRIPES TO BE WHITE)
- 1" GLOSS BLACK JEWELITE TRIM FASTENED TO LETTERS/STRIPES w/ MINIMUM #8 SHEET METAL SCREWS PAINTED GLOSS BLACK **P-1**. SPACING SHALL NOT EXCEED 18". NO FEWER THEN FOUR (4) SCREWS PER FACE.
- PRE-FINISHED .063 BLACK/WHITE ALUMINUM BACK LETTER LOCKED/STAPLED TO RETURN AND CAULKED. (INSIDE OF LETTERS/STRIPES TO BE WHITE)
- WHITE ALUMINUM TAB w/ RED @ VINYL APPLIED FIRST SURFACE **V-1**.
- REFER TO ENGINEERING FOR MOUNTING REQUIREMENTS.
- 3/8" FLEXIBLE CONDUIT (GREEN FIELD).
- 1/4" WEEP HOLES.
- 120V - 20 AMP PRIMARY ELECTRICAL CONNECTIONS, TO BE MADE BY LICENSED ELECTRICAL CONTRACTORS.
- UL APPROVED ELECTRICAL SHUT OFF SWITCH.
- TETRA POWER SUPPLY MOUNTED TO BOTTOM OF RACEWAY COVER.
- 8" x 10"H x .063 ALUMINUM FOUR SIDED INTERIOR RACEWAY w/ REMOVABLE FACE. **P-2, P-3** (REQUIRED FOR ALL SIGNS).

NOTES:

- ALL VISIBLE SCREW HEADS & POP RIVETS PAINTED GLOSS BLACK.
- RACEWAY SHIPPED IN (5) PIECES (2-BACKS, 1-FRONT, 2-ENDS) & ASSEMBLED IN FIELD.



THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

FINISHES:

- P-1** GLOSS BLACK
- P-2** RUSTOLEUM 20-9109 WHITE PRIMER
- P-3** SHERWIN WILLIAMS RELIABLE WHITE
- V-1** SIGN TECH (ARLON) 2500-2662 RED CAST FLEX VINYL

REVISIONS

REV.	DATE	BY	DESCRIPTION
Δ			

QC APPROVED
By Rhoda Schrey at 11:58 am, Feb 09, 2015

MATERIAL BREAKDOWN		MATERIAL LIST	
GEMXPO-1	Modules	GEMXPO-1	220 Mod
S1	9.0	GEMXRD-1	214 Mod
S2	9.0	GEPS12-60U-NA	4 Ea
S3	9.0	GEPS12-20	0 Ea
S4	10.0	9409	165 Ft
S5	20.0	192160005	50 Ea
S6	26.0	191600041	50 Ea
S7	27.0	191600041	34 Ea
S8	TBD		
GEMXRD-1	Modules		
A	35.0		
U	25.0		
T	17.0		
O	23.0		
Z	40.0		
O	23.0		
N	25.0		
E	26.0		

SPECS. FROM STANDARD 40" LINEAR LETTERSET

LED Module	Power Supply	Supply Wire	Choose one wire connector	End Caps
GEMXPO-1	GEPS12-60U-NA	9409	192160005	191600041
GEMXRD-1	GEPS12-20	9409	192160005	191600041
110 Ft	4 Ea	0 Ea	50 Ea	34 Ea
107 Ft	0 Ea	165 Ft	50 Ea	34 Ea



PORTLAND FIRE DEPARTMENT SITE REVIEW FIRE DEPARTMENT CHECKLIST



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

1. Name, address, telephone number of applicant:

*Autozone, Inc.
123 S. Front Street
Memphis TN 38103
Att: Kevin Murphy
Ph: 901-495-8969*

2. Name address, telephone number of architect

*Tim Seaman
AGI
15 West Seventh Street
Covington, KY 41011
Ph: 859-251-5400*

3. Proposed uses of any structures [NFPA and IBC classification]

Retail auto parts sales building.

4. Square footage of all structures [total and per story]

One-Story Building, totaling 6,970 sf.

5. Elevation of all structures

The proposed building will be a single story.

6. Proposed fire protection of all structures

- **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**

The building is proposed to be equipped with a fire suppression sprinkler system and a fire alarm wired to the City of Portland Fire Department.

7. Hydrant locations

The nearest fire hydrant is located approximately 240 ft. away from the proposed building at the corner of Forest Avenue and Bishop Street.

8. Water main[s] size and location

The proposed water service to the building is 4" for fire and 1" for domestic.

9. Access to all structures [min. 2 sides]

The building will have access from all four sides; the front can be accessed directly from the street (Forest Avenue) the remaining three sides can be access from the parking drive aisles.

10. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards. Some structures may require Fire flows using annex H of NFPA 1

Per NFPA 1 – Chapter 18 Fire Department access and water supply. The project is fronted by two public streets, Allen Avenue 30 ft. wide and Forest Avenue, 33 ft. wide, including a 14' vehicle entrance with raised apron on both sides. Per 18.2.3.3.1, there will be public street access within 50 ft. of at least one exterior door. Additional the site has two proposed entrances, one on Allen avenue and one on Forest Avenue.