

189-A-11  
11916 Congress St.  
Convenience Store / Gas Station  
Dunecast Energy

on Spreadsheet

**CITY OF PORTLAND, MAINE**

**SITE PLAN REVIEW**

**Processing Form**

Downeast Energy Inc. 10800-244-5585

12/15/93

Applicant  
172 Main St., South Portland, ME 04106

Date

Mailing Address  
Convenience store/Gas station

1196 Congress Street  
Address of Proposed Site

Proposed Use of Site  
29,672 sq. ft. 40' x 45'

Site Identifier(s) from Assessors Maps

Acreage of Site / Ground Floor Coverage

Zoning of Proposed Site

Site Location Review (DEP) Required: ( ) Yes ( ) No

Proposed Number of Floors \_\_\_\_\_

Board of Appeals Action Required: ( ) Yes ( ) No

Total Floor Area \_\_\_\_\_

Planning Board Action Required: ( ) Yes ( ) No

Other Comments: Demolish existing structure; construct new structure - 40' x 45'

Date Dept. Review Due: Contact person: Stephen Hall 1-800-244-5585

-----  
Minor Site Plan Review  
-----

**PLANNING DEPARTMENT REVIEW**

(Date Received) \_\_\_\_\_

- Major Development — Requires Planning Board Approval: Review Initiated
- Minor Development — Staff Review Below

	LOADING AREA	PARKING	CIRCULATION PATTERN	ACCESS	PEDESTRIAN WALKWAYS	SCREENING	LANDSCAPING	SPACE & BULK OF STRUCTURES	LIGHTING	CONFLICT WITH CITY PROJECTS	FINANCIAL CAPACITY	CHANGE IN SITE PLAN
APPROVED												
APPROVED CONDITIONALLY												
DISAPPROVED												

CONDITIONS SPECIFIED BELOW  
REASONS SPECIFIED BELOW

REASONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach Separate Sheet if Necessary)

  
 \_\_\_\_\_  
 SIGNATURE OF REVIEWING STAFF/DATE 2/16/94

**CITY OF PORTLAND, MAINE**

**SITE PLAN REVIEW**

**Processing Form**

*Planning  
C. Carrigan*

Downeast Energy Inc 1800 244 5585

12/15/93

Applicant  
172 Main St- South Ptld, ME 04106

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Planning Board Action Required: ( ) Yes ( ) No

Other Comments: demolish existing structure; construct new structure - 40'x45'

Date Dept. Review Due: contact person: Stephen Hall 1 800 244 5585

minor site plan review

**PUBLIC WORKS DEPARTMENT REVIEW**

(Date Received) \_\_\_\_\_

	TRAFFIC CIRCULATION	ACCESS	CURB CUTS	ROAD WIDTH	PARKING	SIGNALIZATION	TURNING MOVEMENTS	LIGHTING	CONFLICT WITH CITY CONSTRUCTION PROJECT	DRAINAGE	SOIL TYPES	SEWERS	CURBING	SIDEWALKS	OTHER	
APPROVED																
APPROVED CONDITIONALLY																CONDITIONS SPECIFIED BELOW
DISAPPROVED																REASONS SPECIFIED BELOW

REASONS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Attach Separate Sheet if Necessary)

*[Signature]* 4/20/94  
 \_\_\_\_\_  
 SIGNATURE OF REVIEWING STAFF/DATE

Puffin Stop  
Down East Energy  
1196 Conover

## APPLICATION LOG SHEET

Application Date 12/15/93

Type of Application MINOR SITE

Workshop Date(s) N/A

Planning Board N/A

Approval Date 2/10/94

Performance Guarantee \_\_\_\_\_

Defect Guarantee \_\_\_\_\_

Comments: \_\_\_\_\_

1/14/94 APPLICANT NEEDS TO ADDRESS SIGNAGE AND IMPERVIOUS SURFACE RATIO ISSUES.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SITELINES**  
Engineers & Surveyors  
8 Cumberland Street  
Brunswick, Maine 04011  
(207) 725-1200

January 11, 1994

303

Mr. Craig R. Carrigan, P.E.  
Planning & Urban Development  
City of Portland  
389 Congress Street  
Portland, ME 04101

**RE: Congress Street Puffin Stop  
1196 Congress Street**

Dear Mr. Carrigan:

I am writing in response to your letter to Steve Hall regarding your preliminary review of the site plan for our project at 1196 Congress Street. I have prepared the revised plan for your review and have followed through with discussions with Bill Giroux on signing and Lt. McDougall on safety. My comments are in the same sequence as your letter of December 16, 1993 and are as follows:

1. The sidewalk currently exists in front of our property and has been shown on the revised plan. We expect to maintain it during construction and will provide a smooth transition between the vehicle access and the handicap sidewalk grades.
2. The proposed metal canopy and the concrete pad around the pump islands are the same dimensions. The pump stands are two feet wide and either five feet or nine feet long as shown. The attached detail shows the metal trim which is usually painted white for visual purposes. I have also enclosed a copy of the metal pipe guards that protect the pump islands at each end. Our proposed concrete pad would be graded to slope down from a central ridge such that the edges are three inches lower than the center. We have found this positive drainage effective in other locations, especially in winter conditions with snow melt. No containment channels are proposed in the concrete pad.
3. The nearest fire hydrant is located across the street at the Getty station opposite the westerly entrance to our property. I have also contacted Lt McDougall to discuss fire safety issues. He indicated that DownEast energy is very aware of the safety issues and has complied very appropriately in the past. He had no additional requirements for information and expected that the systems would be in full compliance with the required codes.



4. In regard to stormwater quality, we propose to install a pre-cast concrete oil/gas sand trap manufactured by Superior Concrete Co. in the southwest corner of the parcel adjacent to the storage/trash building in accordance with the attached detail and profile.

The basin at the easterly property boundary is proposed to remain. New elevations and construction features are proposed to match existing pavement at the property line.

5. I have prepared a schematic profile of our outlet pipe for your review. We propose a 12" diameter pipe at minimum cover to drain that portion of the project. The receiving catch basin is quite deep and flows toward Congress Street and the existing storm sewer system. At a slope of 2.5%, the pipe will adequately handle the combination of the canopy drain and the southwest corner of the parcel.
6. All existing underground tanks for fuel will be removed and replaced with state of the art tanks and leak detection equipment. It is proposed to use propane for our heat source. A storage tank will be located in the grass area behind the building on a concrete pad.
7. As a result of my contact with Bill Giroux, we are currently inventorying our current sign messages and determining our specific needs. When this material is complete, we expect to meet with Bill to determine if a variance is necessary and the required process. We will keep you advised in this regard.
8. I have reviewed the site cover and computed both the existing and proposed landscape/grass areas as requested. Please note that the lot size of 29,762 SF includes some of the Ramada access/entrance driveway on the west of our property and does not include much of the grass slope to the south boundary. The existing landscape area is computed to be 4,380 SF, while the proposed landscaped area is estimated to be 3,740 SF. The landscape factor is 12.6% proposed and 14.8% existing.

I trust that this discussion meets your needs. As soon as we can better document our signing requirements, we will meet with Bill Giroux to finalize our project. Should you have any further question in the meantime, please let me know.

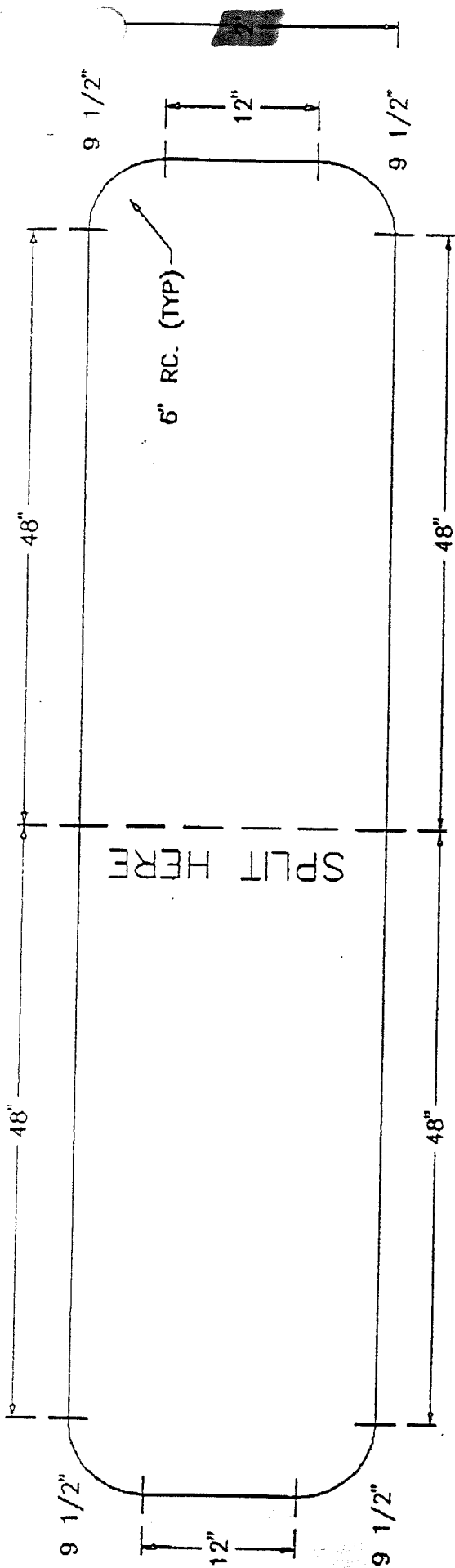
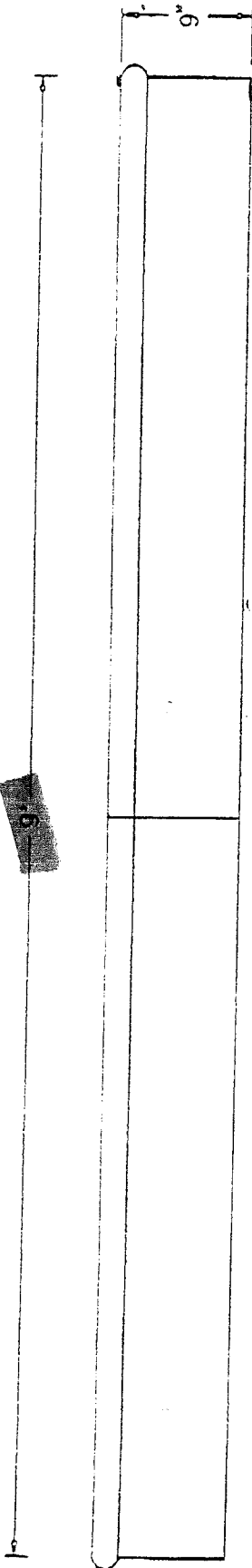
Very truly yours,



Charles R. Wiercinski, P.E.  
President

cc. Steve Hall,  
DownEast Energy





-- UNITS REQUIRED  
 -- 127" ENDS - 9" REG.  
 MADE IN ONE PIECE EACH

**BURTCO**  
**METAL SYSTEMS**

DWG. BY: DARIN MURRAY

CHK. BY: DAVID SHAUGHNESSY

DRAWING

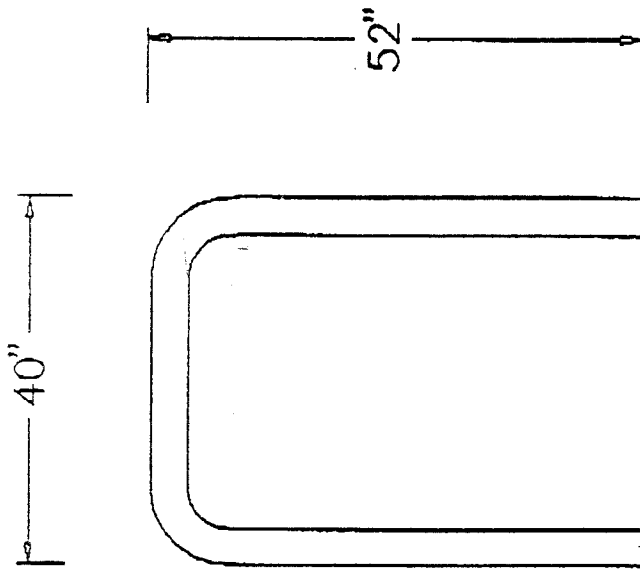
SCALE: NOT TO SCALE

DATE: 08/11/93

CUSTOMER: MOBIL OIL CORP.

MATL: 12 GA. - 9" HIGH

40" W X 52" H  
4" O.D. - 6" RADIUS



--- PIPE GUARDS REQUIRED

**BURTCO**  
METAL SYSTEMS

DWG. BY: DARIN MURRAY

CHK. BY: DAVID SHAUGHNESSY

DRAWING: 40" X 52"

SCALE: NOT TO SCALE

DATE: 08/11/93

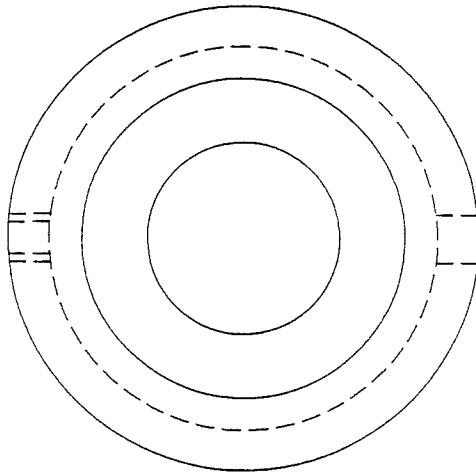
CUSTOMER: MOBIL OIL CORP.

MATL. SCHEDULE 40 PIPE

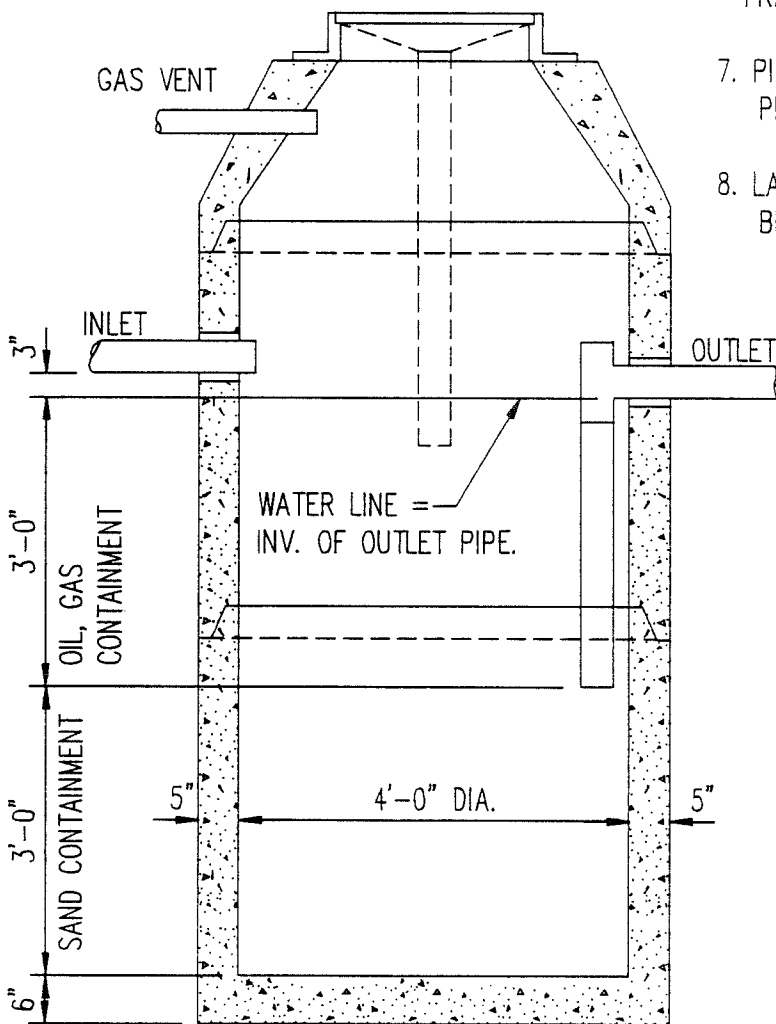


NOTES:

1. CONCRETE: 4,000 PSI AFTER 28 DAYS.
2. REINFORCING: H-20 LOADING, 4 X 4/4 X 4 W.W.M.
3. SHIPLAP JOINTS SEALED WITH 1 STRIP OF 1" BUTYL RUBBER SEALANT.
4. EACH CASTING TO HAVE LIFTING HOLES CAST IN.
5. FOR INDOOR USE: 24" DIA. HEAVY DUTY FRAME & COVER OR OPTIONAL GRATE WITH GALV. FUNNEL AND PIPE DIRECT INLET ( SHOWN IN DOTTED LINES).
6. FOR OUTDOOR USE: 24" DIA. HEAVY DUTY FRAME & GRATE OR SOLID COVER.
7. PIPE OPENINGS CAST IN AS REQUIRED PIPING TO BE PROVIDED BY OTHERS.
8. LARGER DIAMETER STRUCTURES MAY ALSO BE UTILIZED.



PLAN VIEW



SECTION VIEW



SUPERIOR  
CONCRETE CO., INC.  
AUBURN, ME.

PRECAST CONCRETE  
OIL, GAS, SAND TRAP

38

TG 35.50

36

RAMADA INN DRIVEWAY

34

32

EXST. BASIN  
TG 32.31  
INV IN 27.00 ±

30

4.5' MIN COV.

28

12" PIPE

26

INV OUT 28.-

BOTTOM 22.-

OIL, GAS, SAND TRAP

0

10

20

30

40

DOWNEAST ENERGY  
PUFFIN STOP  
1196 CONGRESS STREET

STORM SEWER PROFILE  
SCALE H-1"=10'; V-1"=2'  
SOUTHWEST CORNER  
1.5.94

CITY OF PORTLAND

December 16, 1993

Stephen Hall  
Downeast Energy Inc.  
172 Main Street  
So. Portland, ME 04106

RE: Puffin Stop, 1196 Congress Street

Dear Mr. Hall:

I have completed a preliminary review of your site plan and would like to raise the following issues.

1. Sidewalk must be constructed along your frontage on Congress Street. Your returns must be handicap accessible.
2. Need details on the structures under canopy. Extents of concrete pad and positive limiting barriers (if they are proposed).
3. Need to locate the nearest fire hydrant and discuss fire safety issue with Lt. McDougall.
4. The issue of stormwater quality should be addressed. I would suggest installation of oil/gas/sediment traps with the catchbasins.
5. Need plan and profile on proposed catchbasin and piping. Brief summary on sizing of piping is required.
6. There appears to be an old underground fuel oil tank on site. Are they going to remove and use propane for heat?
7. I have attached a copy of the sign ordinance. Any variance from these regulations will require action by the Board of Appeals. You should contact Bill Giroux (ext. 8695) to discuss this process. Please provide details of the proposed signage - including that on the canopy.
8. Please provide a tabulation of the existing and proposed impervious surface ratio.

If you have any questions, please feel free to give me a call.

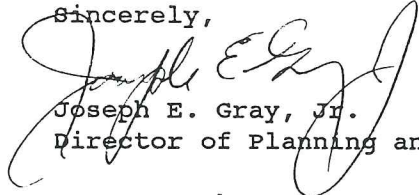
Sincerely,



Craig R. Carrigan, P.E.  
Development Review Coordinator

If there are any questions, please contact the Planning Staff.

Sincerely,



Joseph E. Gray, Jr.  
Director of Planning and Urban Development

- cc: Joseph E. Gray, Jr., Director of Planning and Urban Development
- Alexander Jaegerman, Chief Planner
- P. Samuel Hoffses, Chief of Building Inspections
- William Giroux, Zoning Administrator
- George Flaherty, Director of Parks and Public Works
- John Rague, Principal Engineer
- ✓ Craig Carrigan, PE, Development Review Coordinator
- William Bray, Deputy Director of Parks and Public Works
- Jeff Tarling, City Arborist
- Paul Niehoff, Materials Engineer
- Natalie Burns, Associate Corporation Counsel
- Lt. Gaylen McDougall, Fire Prevention
- Louise Chase, Building Permit Secretary
- Charles Wiercinski, PE, Sitelines, 8 Cumberland St., Brunswick, ME 04011
- Approval Letter File

Downeast Energy, Inc.

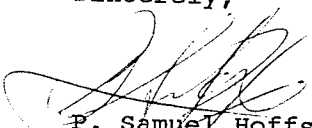
2

4/29/94

5. New fuel islands shall be installed in accordance with the office of the State Fire Marshall rules and regulations for flammable and combustible liquid.
6. Emergency lighting shall be provided.

If you have any questions regarding these requirements, please do not hesitate to contact this office.

Sincerely,



P. Samuel Hoffses  
Chief of Inspection Services

/el

cc: LT. Gaylen McDougal, Fire Prevention Bureau  
William D. Giroux, Zoning Administrator  
Craig Carrigan, PE, Development Review Coordinator



CITY OF PORTLAND, MAINE  
Department of Building Inspection

# Certificate of Occupancy

LOCATION 1196 Congress St

Issued to Downeast Energy

Date of Issue 30 August 1994

**This is to certify** that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 94/0348, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

Entire

Self Service Gasoline Station  
& Retail Food & Sundrie Sales

Limiting Conditions:

None

This certificate supersedes  
certificate issued

Approved:

8/30/94 *[Signature]*  
(Date) Inspector

*[Signature]*  
Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.



Mailing Address:  
Trade Services Operations  
MA ML SFTINT  
P.O. Box 2197  
Boston, MA 02106-2197

DOCUMENTARY CREDIT NO. PS1027579  
DATE OF ISSUE: APRIL 21, 1994

ISSUING BANK:  
FLEET BANK OF MAINE  
A MEMBER FLEET FINANCIAL GROUP  
ONE CITY CENTER  
PORTLAND ME 04101

APPLICANT:  
DOWN EAST ENERGY CORP.  
P.O. BOX 250  
18 SPRING STREET  
BRUNSWICK, ME 04011

ADVISING BANK:

BENEFICIARY:  
CITY OF PORTLAND  
PLANNING AND URBAN DEVELOPMENT  
PORTLAND, ME 04101  
ATTN: JOSEPH E. GRAY, JR., DIRECTOR

AMOUNT/CURRENCY:  
UP TO USD 43,176.77  
UP TO FORTY THREE THOUSAND ONE HUNDRED  
SEVENTY SIX AND 77/100'S US DOLLARS

DATE AND PLACE OF EXPIRY:  
APRIL 14, 1995 ISSUING BANK

GENTLEMEN:

FLEET BANK OF MAINE HEREBY ISSUES ITS IRREVOCABLE LETTER OF CREDIT FOR THE ACCOUNT OF DOWN EAST ENERGY CORP., IN THE NAME OF THE CITY OF PORTLAND AS BENEFICIARY IN THE AGGREGATE AMOUNT NOT TO EXCEED FORTY THREE THOUSAND ONE HUNDRED SEVENTY SIX AND 77/100 U.S. DOLLARS (USD43,176.77).

THE CITY MAY DRAW ON THE LETTER OF CREDIT BY PRESENTATION OF A SIGHT DRAFT AT FLEET BANK OF MAINE C/O FLEET SERVICES CORP.-TRADE SERVICES OPERATIONS, 529 MAIN STREET, CHARLESTOWN, MA 02129 IN THE EVENT THAT DOWN EAST ENERGY CORP. HAS FAILED TO COMPLETE, AT DOWN EAST ENERGY CORP.'S EXPENSE, THE WORK ON THE ROADS AND OTHER PUBLIC IMPROVEMENTS AS SET FORTH ON THE APPROVED SITE PLAN/SUBDIVISION PLANS OR IN THE EVENT DOWN EAST ENERGY CORP. HAS FAILED TO POST THE TEN (10%) DEFECT BOND OR GUARANTEE.

SAID SIGHT DRAFT SHALL BE ACCOMPANIED BY A WRITTEN STATEMENT FROM THE CITY'S DIRECTOR OF PARKS AND PUBLIC WORKS OR DIRECTOR OF PLANNING AND URBAN DEVELOPMENT STATING THAT DOWN EAST ENERGY CORP. HAS FAILED TO COMPLETE THE ABOVE REFERENCED WORK.

IN THE EVENT OF FLEET BANK OF MAINE'S DISHONOR OF THE CITY OF PORTLAND'S SIGHT DRAFT AND ACCOMPANYING AFFIDAVIT, FLEET BANK OF MAINE SHALL INFORM THE



Mailing Address:  
 Trade Services Operations  
 MA ML SFTINT  
 P.O. Box 2197  
 Boston, MA 02106-2197 2

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: PS1027579

CITY OF PORTLAND IN WRITING OF THE REASON OR REASONS THEREFORE WITHIN THREE (3) WORKING DAYS OF THE DISHONOR.

THIS LETTER OF CREDIT WILL AUTOMATICALLY EXPIRE ON APRIL 14, 1995, BUT MAY EXPIRE PRIOR TO THIS DATE WHEN THE CITY OF PORTLAND ACKNOWLEDGES IN WRITING TO FLEET BANK OF MAINE AND DOWN EAST ENERGY CORP. THAT SAID WORK OUTLINED HAS BEEN COMPLETED IN ACCORDANCE WITH CITY OF PORTLAND SPECIFICATIONS.

WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED ON OR PRIOR TO THE STATED EXPIRATION DATE. HOWEVER, OTHER THAN THE PAYMENTS OF MONIES AS AUTHORIZED HEREUNDER, FLEET BANK OF MAINE LETTER OF CREDIT DOES NOT GUARANTEE THE PERFORMANCE OF DOWN EAST ENERGY CORP. TO THE CITY OF PORTLAND.

COMMUNICATIONS WITH RESPECT TO THIS LETTER OF CREDIT SHALL BE IN WRITING AND SHALL BE ADDRESSED TO US, IF BY REGISTERED MAIL TO FLEET BANK OF MAINE, C/O FLEET SERVICES CORPORATION, P.O. BOX 2197, BOSTON, MA 02106, ATTN: TRADE SERVICES DEPT., MAIL CODE: MA ML SFTINT, OR IF BY COURIER TO FLEET BANK OF MAINE, C/O FLEET SERVICES CORPORATION, 529 MAIN STREET, CHARLESTOWN, MA 02129, ATTN: TRADE SERVICES DEPT., MAIL CODE: MA ML SFTINT, SPECIFICALLY REFERRING TO THE NUMBER OF THIS LETTER OF CREDIT.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NUMBER 500) AND ENGAGES US IN ACCORDANCE WITH ITS TERMS.

*Richard A. Lachlan*  
 AUTHORIZED SIGNATURE

*August D. Hoyle*  
 AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

*Natalie L. Burns 4/21/94*  
*assoc. Corp. Counsel*  
*Joseph E. ... 4/20/94*  
*Robert J. ... & Nelson Development*



**CITY OF PORTLAND, MAINE**

**SITE PLAN REVIEW**

**Processing Form**

Applicant Downeast Energy Inc 1800 244 5585 Date 12/15/93  
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 Proposed Use of Site 29,572 sq ft / 40'x45' Site Identifier(s) from Assessors Maps  
 Acreage of Site / Ground Floor Coverage \_\_\_\_\_ Zoning of Proposed Site \_\_\_\_\_  
 Site Location Review (DEP) Required: ( ) Yes ( ) No Proposed Number of Floors \_\_\_\_\_  
 Board of Appeals Action Required: ( ) Yes ( ) No Total Floor Area \_\_\_\_\_  
 Planning Board Action Required: ( ) Yes ( ) No  
 Other Comments: demolish existing structure; construct new structure - 40'x45'  
 Date Dept. Review Due: contact person: Stephen Hall 1 800 244 5585  
minor site plan review

**PLANNING DEPARTMENT REVIEW**

(Date Received) \_\_\_\_\_

- Major Development — Requires Planning Board Approval: Review Initiated
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APPROVED													
APPROVED CONDITIONALLY													CONDITIONS SPECIFIED BELOW
DISAPPROVED													REASONS SPECIFIED BELOW

REASONS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Attach Separate Sheet if Necessary)

\_\_\_\_\_  
 SIGNATURE OF REVIEWING STAFF/DATE

# CITY OF PORTLAND, MAINE

Dept. of Planning & Urban Development  
City Hall  
389 Congress Street  
Portland, Maine 04101

## FACSIMILE MESSAGE COVER SHEET

Return Fax #  
(207) 874-8716

Date: 3/21/95 Time: 4:30 PM

To the Attention of: STEVE HALL

Company/Entity: DOWN EAST ENERGY CORP

Message From: JIM SEYMOUR (DEVELOPMENT REVIEW COORDINATOR)

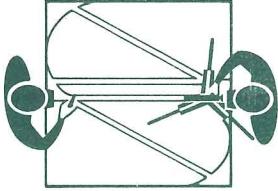
Department: PLANNING  
Phone #: 874-8300 EXT 8722

Receiving FAX #: 799-5585

Total # of Pages including cover sheet: 3

Message: Dear Mr Hall,  
Enclosed is a copy of the  
Performance Bond for 1196 Congress St  
Puffin Stop as posted by Fleet Bank.

JRS



February 15, 1994

RECEIVED

FEB 16 1994

PORTLAND PLANNING OFFICE

303

Mr. Craig R. Carrigan, P.E.  
Planning & Urban Development  
City of Portland  
389 Congress Street  
Portland, ME 04101

RE: Congress Street Puffin Stop  
1196 Congress Street

Dear Craig:

As requested, enclosed herewith are six (6) additional copies of the final site plan for the reference project. I understand that you will issue an approval letter from the planning authority in the near term. I have forwarded the information received from you concerning performance guarantees to Steve Hall for his follow through.

Based on my conversation with Bill Giroux regarding signing, we will keep within the 160 square feet in accordance with my correspondence of January 31, 1994. Bill indicated that the Council was considering sign ordinance changes, but acknowledged that this project had standing and probably would not be impacted detrimentally.

With your site plan approval letter in hand, our attention will shift toward meeting the City's requirements for obtaining a building permit.

Thanks for your assistance in this process.

Very truly yours,

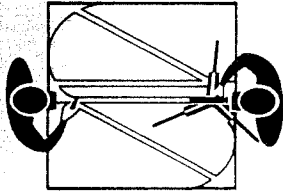
Charles R. Wiercinski, P.E.  
President

Enclosure

cc: Steve Hall,  
DownEast Energy

**SITELINES**

ENGINEERS ■ SURVEYORS ■ 8 Cumberland Street ■ Brunswick, ME 04011 ■ 207-725-1200 ■ FAX 725-1114



January 31, 1994

RECEIVED

FEB 02 1994

PORTLAND PLANNING OFFICE

303

Mr. William Giroux  
City of Portland  
389 Congress Street  
Portland, ME 04101

RE: Congress Street Puffin Stop  
Congress Street, Portland

Dear Mr. Giroux:

I have been working with Craig Carrigan of the City Staff in regard to our proposed reconstruction of facilities at 1196 Congress Street adjacent to the Ramada Inn. Craig has advised me to correspond with you concerning our proposed signage, and I have worked with Steve Hall of DownEast Energy to define our proposal. The attached site plan represents the sign locations by letters A through E and, together with this description and attached details, represents our proposal.

At location A at the front of the parcel in the landscaped area, we intend to install an identification (ID) sign and price sign in accordance with the detail on Sheet 1. In addition, Sheet 2 shows the size of a diesel price sign that will also be mounted at this location. Although the message is different, the size is accurate as shown on the detail. The total area of this installation is  $43.4+28.9+17.2 = 89.5$  SF.

At location B at the northeast corner of the parcel, we propose to install only the ID sign as described previously for an area of 43.4 SF.

At location C on the canopy facing, we propose to use the "Mobil" internally illuminated legend as shown on detail Sheet 3. The area is 11.6 SF.

At location D on the building facia we propose to install the identification "Puffin Stop" in accordance with the dimensions shown on Sheet 4. The area is computed to be 11.3 SF.

Finally, at location D we propose to install a large sign in the green space behind the building. Although we do not have the detail, this sign measures 19' x 7'7" for an area of 144 SF.

**SITELINES**

ENGINEERS ■ SURVEYORS ■ 8 Cumberland Street ■ Brunswick, ME 04011 ■ 207-725-1200 ■ FAX 725-1114

303 - Congress St. Puffin  
January 31, 1994  
Page Two

We understand that the B-2 zone allows 4 SF per foot of building frontage. On this basis we would normally be allowed  $40 \times 4 = 160$  SF of signage for our proposal, up to a maximum of 300 SF. Our proposal for locations A through D require  $89.5 + 43.4 + 11.6 + 11.3 = 155.8$  SF. Location E provides 144 SF for a total 299.8 SF.

Subject to your review, we would like to discuss your thoughts on our proposal. Please call at your convenience so that we may advance our approval process.

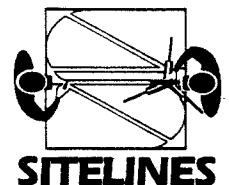
Very truly yours,



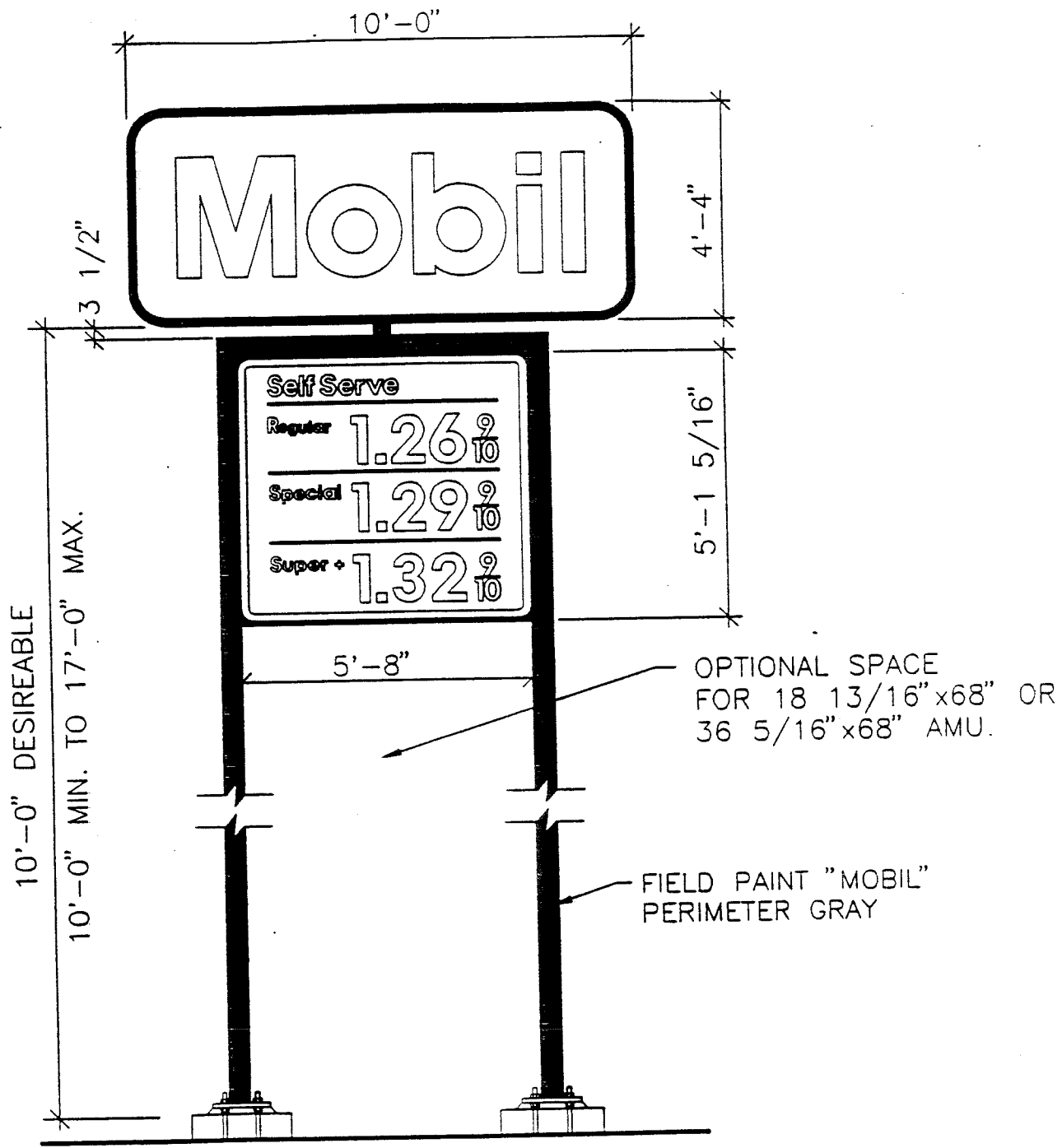
Charles R. Wiercinski, P.E.  
President

Enclosure

cc. Steve Hall,  
DownEast Energy  
Craig Carrigan



#1



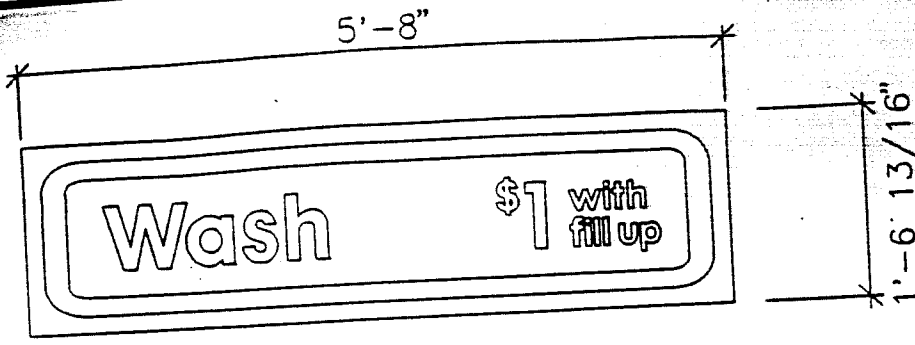
10 FT. IDENTIFICATION SIGN

NOT TO SCALE 43.4 sq. ft.

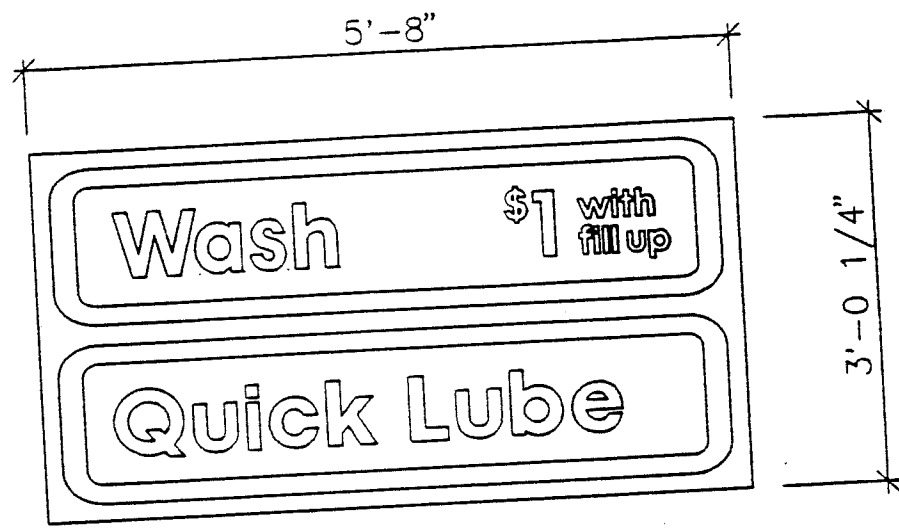
MODEL "A" PRICE SIGN

NOT TO SCALE 28.9 sq. ft.

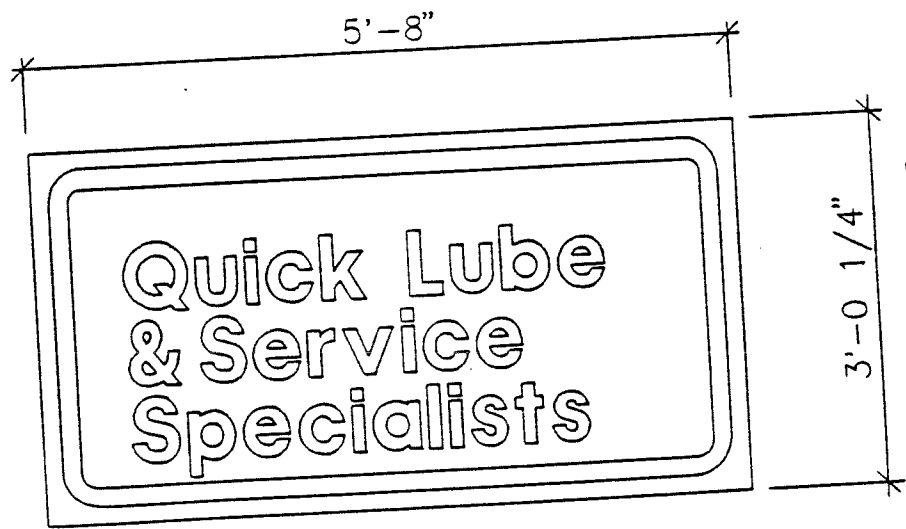
# 2



8.82 SQ.FT.



17.2 SQ.FT.

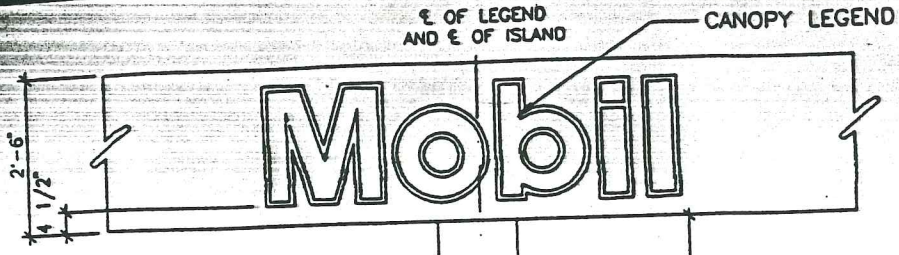


17.2 SQ.FT.

*Diesel Sign for 10' I.D.*

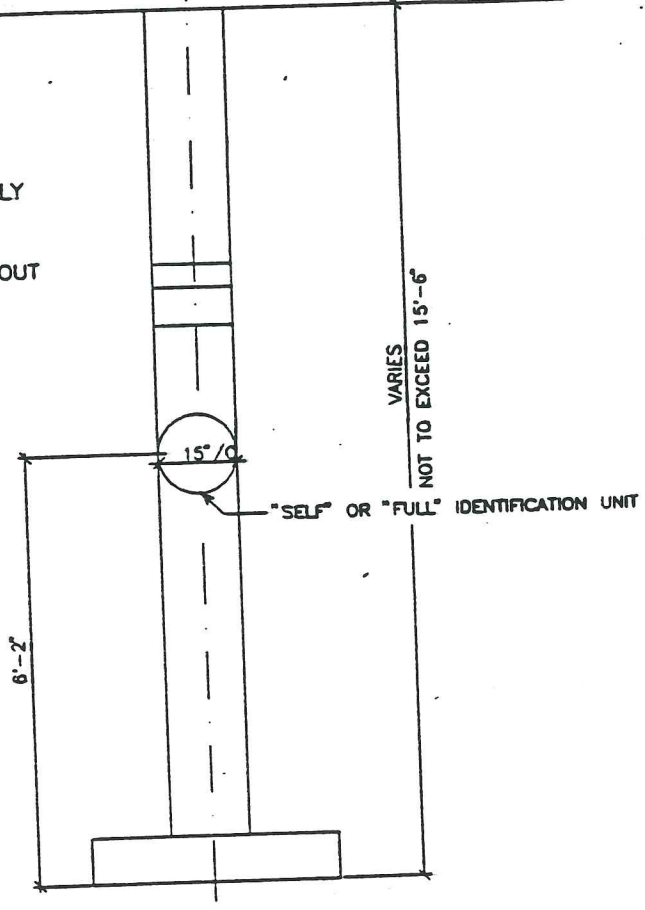
AMU SIGNS FOR 10 FT. IDENTIFICATION SIGN  
NOT TO SCALE

#3

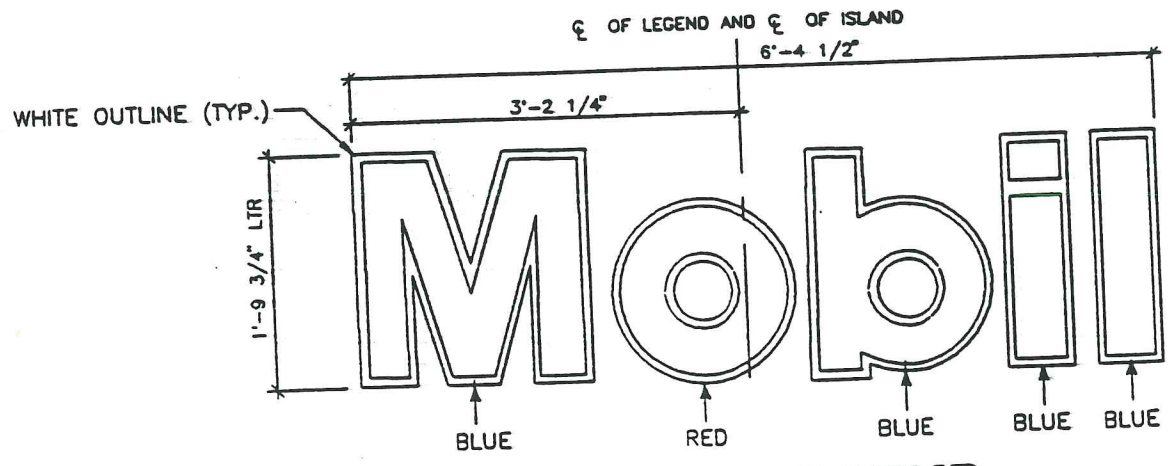


**NOTE:**

- THE "MOBIL" CANOPY MOUNTED LEGEND SHALL BE CENTERED HORIZONTALLY ABOVE THE ISLAND
- SEE SERVICE STATION LAYOUT PLAN FOR LOCATION ON CANOPY



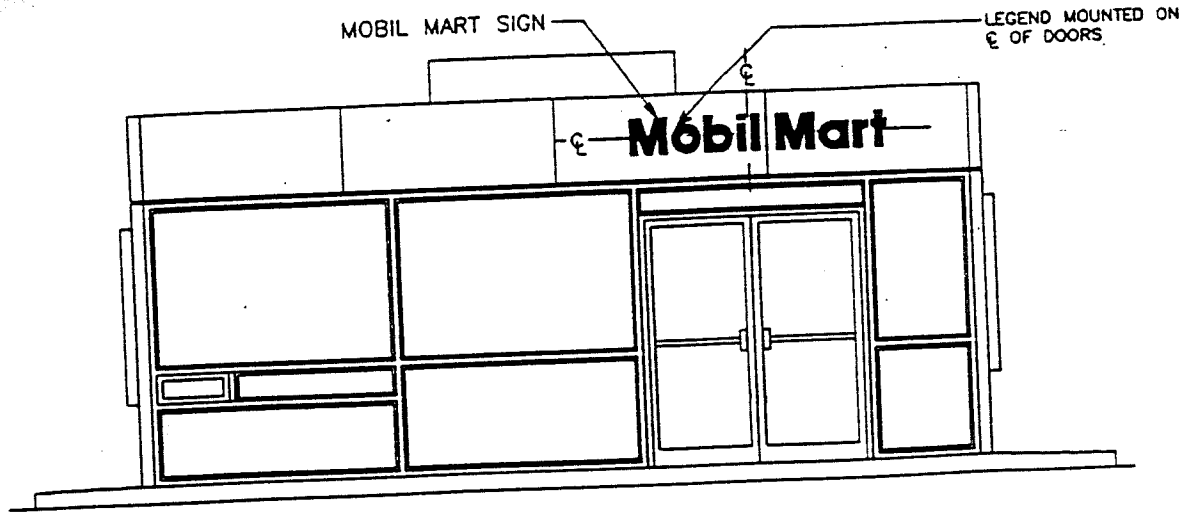
CANOPY ELEVATION



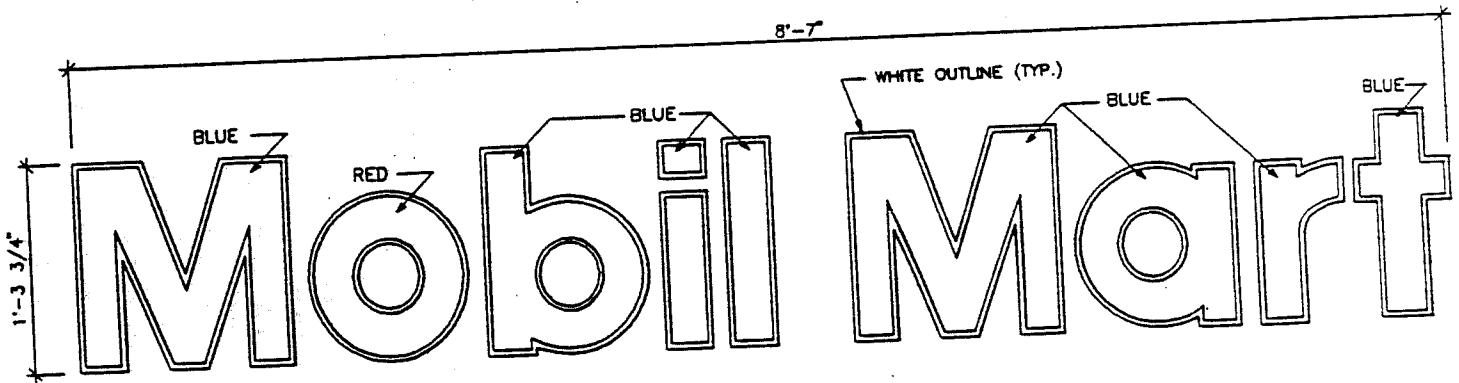
CANOPY LEGEND  
NOT TO SCALE 11.6 sq. ft.







FRONT ELEVATION



MOBIL MART SIGN

NOT TO SCALE 11.3 sq. ft.

**SITELINES**  
Engineers & Surveyors  
8 Cumberland Street  
Brunswick, Maine 04011  
(207) 725-1200

January 20, 1994

303

Mr. Craig R. Carrigan, P.E.  
Planning & Urban Development  
City of Portland  
389 Congress Street  
Portland, ME 04101

**RE: Congress Street Puffin Stop  
1196 Congress Street**

Dear Craig:

Attached for your review is a revised plan for the Congress Street Puffin that addresses the issues of impervious surface density. To maintain the current landscape factor, we added over 600 SF of green space by moving the front and rear curb lines at least three feet closer to the building and enlarged the buffer space.

We continue to work on our sign requirements and will keep you advised of our intentions. Thank you for your assistance in this regard.

Very truly yours,



Charles R. Wiercinski, P.E.  
President

Enclosure

cc: Steve Hall,  
DownEast Energy  
(w/3 copies encl)



# City of Portland, Maine



City Hall  
389 Congress Street  
Portland, Maine 04101

FACSIMILE MESSAGE COVER SHEET  
RETURN FAX NUMBER  
(207) 874-~~8649~~ 8716

DATE: 12/17

TIME: 930

MESSAGE to the attention of: STEPHEN HALL

Company/Entity: DOWNEAST ENERGY

Message From: CRAG CARROLL

Department: PLANNING

Phone # 874-8300 x 8722

Receiving FAX number: 1 800 244 5585

Total # of Pages including cover sheet: 2

MESSAGE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Mailing Address:  
Trade Services Operations  
MA ML SFTINT  
P.O. Box 2197  
Boston, MA 02106-2197

DATE OF AMENDMENT: APRIL 13, 1995

AMENDMENT TO LETTER OF CREDIT NO.:  
PS1027579  
PLACE AND DATE OF ISSUE:  
PORTLAND ON APRIL 21, 1994

ISSUING BANK:  
FLEET BANK OF MAINE  
MEMBER FLEET FINANCIAL GROUP  
DOWNE CITY CENTER  
PORTLAND ME 04101

APPLICANT:  
DOWN EAST ENERGY CORP.  
172 MAIN STREET  
S. PORTLAND, ME 04106  
ATTN: STEVE HALL


BENEFICIARY:  
CITY OF PORTLAND  
PLANNING AND URBAN DEVELOPMENT  
PORTLAND, ME 04101  
ATTN: JOSEPH E. GRAY, JR., DIRECTOR

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS:

THE AMOUNT OF THIS CREDIT HAS BEEN DECREASED BY USD 38,859.09.  
THE AMOUNT OF THE CREDIT ISSUED NOW TOTALS UP TO USD 4,317.68

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN ACCORDANCE WITH ARTICLE 9, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 500,  
WE REQUIRE YOUR IMMEDIATE INDICATION OF APPROVAL OR REJECTION IN WRITING BY  
SIGNING AND RETURNING A COPY OF THIS AMENDMENT.

  
AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 1 PAGE(S).

# CITY OF PORTLAND, MAINE

Dept. of Planning & Urban Development  
City Hall  
389 Congress Street  
Portland, Maine 04101

## FACSIMILE MESSAGE COVER SHEET

Return Fax #  
(207) 874-8716

Date: April 13, 1995 Time: 3:20

To the Attention of: SHELLIE PRAY

Company/Entity: FLEET BANK OF MAINE

Message From: JAMES SEYMOUR - ACTING DEVELOPMENT  
REVIEW COORDINATOR

Department: PLANNING DEPT.

Phone #: 874-8300 EXT 8722

Receiving FAX #: 791-2323

Total # of Pages including cover sheet: 2

Message: \_\_\_\_\_

MEMO INCLUDED IS FOR DOWN EAST

ENERGY CORP (1196 CONGRESS ST. - PORTLAND, ME)

PUFFIN STOP SITE DEFECT GUARANTEE.

CITY OF PORTLAND, MAINE  
MEMORANDUM

TO: Fleet Bank of Maine ATTENTION: SHELLIE PRAY

FROM: James Seymour, Acting Development Review Coordinator

DATE: April 13, 1995

SUBJECT: 1196 Congress Street (Puffin Stop)  
Down East Energy Corp (Applicant)

Down East Energy has requested that the City of Portland notify Fleet Bank of Maine to approve their request to post a defect guarantee in the amount of (10% of the performance guarantee.) The Development Review Coordinator has discussed this with Steve Hall of Down East Energy Corp and approved the amount of \$4,317.68 for a defect amount. Even though the defect guarantee has been posted under sudden notification by Down East Energy, we will not officially release the performance guarantee until we have received a copy of the defect guarantee. Please call our office if you need assistance or have any further inquiries.

# DownEast Energy

172 Main St.  
South Portland, ME 04106  
207 799-5585

August 18, 1994

→ mylar copy for vault  
→ 2" draw at street

Kevin Carroll  
Building Inspector  
City of Portland  
Congress St.  
Portland, ME

RE: "As Built" Plan  
Congress St. Puffin Stop/DownEast Energy  
1196 Congress St.  
Portland, ME

Dear Mr. Carroll:

Per your requirement for issuance of a CERTIFICATE OF OCCUPANCY please find enclosed with this letter 2 copies of the "as built" plan for the above referenced site. It is my understanding that one plan will stay on file with the city; and the second plan will be passed to Lt. MacDougal of the fire department for his review and approval.

I have also delivered a third plan to Owen McCulough of Sebago Tech for his review and approval.

We are planning to open on September 1, 1994 so I would appreciate your prompt handling of this. If you have any questions, please give me a call at 799-5585.

Thank you for your assistance.

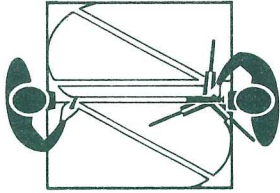
Sincerely,  
  
Steve Hall

cc: O. McCulough  
Sebago Tech



**CONGRESS STREET PUFFIN STOP**  
1196 Congress Street  
**SITE DEVELOPMENT PLAN**





December 7, 1993

303

Ms. Deborah G. Andrews  
Senior Planner  
Planning & Urban Development  
City of Portland  
389 Congress Street  
Portland, ME 04101

RE: Congress Street Puffin Stop  
1196 Congress Street  
Portland, Maine

Dear Ms. Andrews:

Attached for your preliminary review and consideration is a copy of our development plan and supporting documents of our proposed upgrade of our facilities at 1196 Congress Street in Portland. We have utilized the Land Use Codes, Pages 1355 through 1357 to prepare our submission and look forward to meeting with you as necessary to present our proposal.

We ask that you review this material and with your approval, we will prepare the necessary copies for appropriate distribution. To facilitate your review, we have prepared the following discussion items related to the plans for your consideration:

A standard boundary survey has been prepared by HTA-OEST Associates, Inc. in April 1988 which shows the existing conditions, including boundaries and all street utilities. The parcel contains 29,672 SF.

- A. Site soils were documented by J.B. Plunkett on-site on August 19, 1993. Investigation included five test borings drilled by Great Work Test Boring of Rollingsford, New Hampshire. A letter report and boring logs are attached. In summary, "Soil stratigraphy throughout the site consisted of a medium to coarse sand layer which overlaid a clay soil. The sand material most likely represents fill being used when the site was initially developed. The clay soil is characteristic of the less permeable and poorly drained unit of the Presumpscot formation which is a natural soil commonly mapped in this area."
- B. The site is essentially either asphalt paved or building with a small grass and landscaped area to the south and west sides which varies from 3 to 15 feet in width. Existing surface

**SITELINES**

ENGINEERS ■ SURVEYORS ■ 8 Cumberland Street ■ Brunswick, ME 04011 ■ 207-725-1200 ■ FAX 725-1114

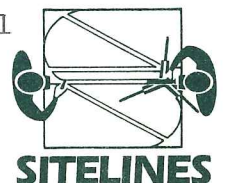
drainage patterns are accommodated by an existing catch basin at the east side of the property and other basins located on the street gutter line. The current pattern in the front of the building will be maintained, while the proposed roof system will be connected to an existing off-site basin near the southwest corner of the parcel as shown on the plan.

- C. The existing structure is 1776 SF and has a base floor elevation of 38.10. The new building will set at the same elevation and will cover 1800 SF, while being situated slightly closer to the front of the parcel. This layout will relocate the fueling positions to the side of the building further from the street. The building facade will present the clean, modern image of other Puffin facilities throughout the area. Specific materials are as shown on the attached building plans.
- D. Relative to adjacent buildings, the proposed structure should have no significant impact on views or appearance. The adjacent Ramada Inn building is shown on the survey plans and is approximately 180' from the proposed building.
- E. Solid waste and ancillary storage will be located in a small structure and walled area for both aesthetic and control purposes. Dumpsters for trash and recyclable materials will be contained herein.

The business is currently served by all utilities. In the reconstruction, utility lines will be relocated or upgraded as shown.

- F. Easements for access are shown on the plan. The building project and location of the fueling positions will allow the current street access points to remain with only minor adjustments to curb location to better align customers with the on-site functions. As shown on the survey plan, an abandoned sewer easement is also located along the westerly property line.
- G. In regard to vehicular access, we propose to maintain the current access points as shown. The building and pump island placement should promote a circulation pattern that is counter clockwise and allows cars to enter both driveway curb cuts, but encourages exit to the easterly driveway. With the pump island adjacent to the building, more space is available in front of the building for circulation to available services.

We have been in contact with John Murphy to solicit his professional opinion on traffic circulation, which is enclosed for your review and approval. Mr. Murphy concludes, "The proposed reconfiguration of the pump islands will result in an improvement in on-site traffic flows." Mr. Murphy has been in touch with Bill Bray and has collected accident data for your consideration, which is enclosed.



- H. We have prepared a landscape plan to show the location, type, quantity and approximate size of all proposed plantings. This work is accomplished in-house by DownEast Energy and will be similar to other of their facilities.
- I. Outdoor lighting includes pole mounted cut-off luminaries, perimeter area lights, and pump island lights, all in accordance with the attached photographs.
- J. No wetlands are located on-site.

As further documentation of our proposal, we offer the following written statements in sequence as required by the land Use Code. The subject parcel is owned by Merrimack Industrial Trust, which leases the land to DownEast Energy for the operation of the Puffin convenience store and associated refueling facility. The lease is dated November 1, 1992 and expires in fifteen (15) years with six (6) subsequent renewal options.

The estimated cost of the facility upgrade, including the building, underground tanks and fueling operation, is estimated to be approximately \$ 700,000.

1. This project involves the major upgrade and modernization of below ground and above ground facilities. The uses and sizes of structures are essentially similar as existing. Obviously, no residential units are proposed.
2. The total parcel size is 29,762 SF, with a structure of 1776 SF. The new building, as indicated on the plan, is 1800 SF and an ancillary storage building in the southwest corner of the parcel includes 240 SF.
3. As stated earlier, the only easement in effect is the 35' access easement to C.S.R. Associates for the Ramada parcel.
4. The solid waste generated by the project includes trash and recyclables. The trash area will be located within an enclosure and be secured in two dumpsters of 4 CY each. The dumpsters will be emptied on a schedule of once a week under a contract with Yarmouth Rubbish, Inc. The volumes include 4 CY of recyclable material such as cardboard, and 4 CY of trash to be disposed of properly.
5. Since the project represents an upgrade and modification of uses currently provided, we are confident that off-site facilities, including sewer, water and streets are adequate.



6. As outlined in Item B previously, the surface drainage pattern will remain predominantly unchanged, with the exception of adding a catch basin near the southwesterly corner of the parcel, and an outlet pipe to the adjacent catch basin in the Ramada access driveway. The quantity and rate of flow will remain essentially as is.
7. Our construction plan includes the temporary abandonment of our business during construction. The general sequence of major operations will involve securing the perimeter with silt fence and hay bales as appropriate to minimize the potential escape of soils from the site. Major demolition will include the building and all existing fuel storage facilities. New tanks and piping will be installed and many of the support utility services will be relocated and upgraded, depending on the existing materials and condition. Building and canopy foundations will follow along with associated surface drainage lines. The area will be fine graded and paved to the elevations shown to create a safe and durable facility. Final tasks will include landscaping and assorted signs, poles and appurtenances. We estimate that construction will commence on or about May 1, 1994 and last approximately three (3) months. We would expect to reopen on August 1, 1994.
8. Besides the site plan permit which we are advancing with this submission, we anticipate obtaining the appropriate building permits prior to construction. In addition, we will obtain the Maine Department of Environmental Protection underground storage tanks replacement permit as required for our facility.
9. DownEast Energy has the financial capacity to complete this project. We have enclosed a copy of correspondence from Bay Bank of Massachusetts which indicates their support of our project.

In regard to technical capacity, HTA-OEST has completed the necessary survey of existing conditions, and Sitelines, Inc. of Brunswick is providing engineering assistance, particularly in regard to layout, paving, grading, drainage and utilities. Sitelines has assisted on other Puffin facilities in Brunswick, Augusta, Gray, Sanford, Bridgeton and Raymond. In addition, DownEast Energy has contracted with J.B. Plunkett regarding soils exploration, and with John Murphy in regard to potential traffic impacts. Together, this team is capable of responding to the technical issues associated with the project.



303 - Congress St. Puffin  
December 7, 1993  
Page Five

10. Enclosed is a copy of the DownEast Energy lease with Merrimack Industrial Trust. As indicated previously, the lease covers the period through October 30, 2007 with six (6) five (5) year options thereafter.
11. The project includes no natural areas. The upgrade will allow for improved landscaping and visual appearance with new building and paving.

With this preliminary submission, we look forward to receiving your comments so that we may respond specifically to your requirements. Subsequent to your input, we will provide appropriate copies for your review and approval by City Staff.

Thank you for your cooperation in this matter.

Very truly yours,



Charles R. Wiercinski, P.E.  
President

Enclosures

1. Proposed Site Plan
2. Standard Boundary Survey
3. Typical Building Plans (1 sheet)
4. J.B. Plunkett Report & Logs
5. Murphy Correspondence & Accident Data
6. BayBank Correspondence
7. Lease Agreement
8. Lighting & Landscaping Photographs

cc. Steve Hall,  
DownEast Energy





J. B. PLUNKETT  
associates, inc.

45-5  
COPY

August 27, 1993

Mr. Steve Hall  
DownEast Energy  
172 Main Street  
So. Portland, ME 04106  
207-799-5585  
800-244-5585  
FAX: 207-799-5585 Ask For X236

SUBJECT: Test Boring Work - Mobil Station -  
1196 Congress Street - Portland, ME  
JOB#: 93153-1

Dear Steve:

A J.B. Plunkett Associates, Inc. (JBP) representative was at the DownEast facility on Congress Street in Portland, Maine to document subsurface soil data during the drilling of five test borings on August 19, 1993. The boring locations were predetermined to evaluate soil conditions in areas of future site development. The subcontractor hired by JBP to do the drilling work was Great Works Test Boring of Rollinsford, New Hampshire. JBP's field logs documenting site work on August 19, 1993 are attached. Test Boring Logs which record the drilling of five borings on-site are also attached. The boring logs include blow counts for split spoon samples at six-inch increments. The split spoons were driven by the standard 140-lb weight to collect undisturbed soil samples and document soil consistency with depth. All five borings extended to a depth of 19 to 22 feet below ground surface.

Soil stratigraphy throughout the site consisted of a medium to coarse sand layer which overlaid a clay soil. The sand material most likely represents fill soils used when the site was initially developed. The clay soil is characteristic of the less permeable and poorly drained unit of the Presumpscot Formation which is a natural soil commonly mapped in this area.

**innovative environmental engineering**


7 Lincoln Street, Brunswick, ME 04011 207 725-9833  
800 649-9833 (ME) FAX 207 725-1405

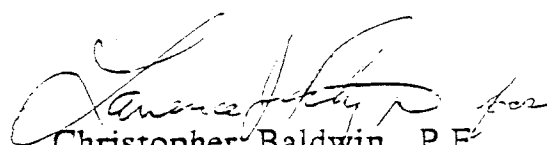
38 Church Street, Suite 7, Winchester, MA 01890 617 756-0123 FAX 617 756-0122

The stratigraphy change from sand to clay soils varied throughout the site from 2 feet to 7.5 feet below grade. Soil consistency also varied throughout the site depending on the initial depth of the sand/clay interface. In general, based on split spoon blow counts and field observations, the sand density was loose to dense depending on boring location<sup>(1)</sup>. Clay consistency was very stiff when initially encountered and gradually softened with depth<sup>(1)</sup>. In two locations B-104 and B-105, where clay was first encountered between 2 and 3 feet below surface, clay consistency was very soft below 20 feet (weight of hammer).

Should you have any questions, please don't hesitate to call.

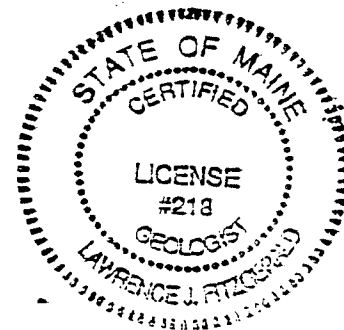
Yours truly,

  
George Giese  
Environmental Geologist

  
Christopher Baldwin, P.E.  
Division Manager/Principal Engineer

GG/CB/pcb  
Attach.

cc: Peter Lincoln - Lincoln & Haney  
Charles Wiercinski - Sirtlines



(1) Geotechnical Gauge, Manufactured by W.F. McCollough, 3101 Elkridge Court, Beltsville, MD 20705.

# FIELD LOG



JOB #:	93153-1	DATE:	8/19/93
CLIENT:	DownEast Energy	PAGE: 1	1
SITE LOCATION:	Mobil Station -1196 Congress Street Portland, ME	WEATHER:	65°F, partly cloudy
		JBP Rep:	George Giese -

TIME    EVENT

- 0800    On site with Great Works Test Boring. Tom Morrow to do boring work - classify soils 0 to 20'- 5 locations. Site will be developed with new building and new canopy. Need geotechnical information for soils on-site.
  
- 1000    B-101 completed to depth of 19' - stiff clay majority of way - softing at 19'. Begin B-102 - front of service garage bays - see figure - will do continuous to clay layer then every 5' to 20' depth. This way can get all locations today (see boring logs for detailed description of soils).
  
- 1100    B-102 completed - continuous to 11' then 5' intervals - 17' to 19' checked (maximum depth).  
 Due to possible petroleum contamination at approximately 7', GG decides drillers should steam clean prior to drilling next boring.  
 B- 103 will be completed north of propane tank (fenced in area).  
 Continuous until clay layer. then 5' increments.
  
- 1230    Following steam cleaning and lunch break - begin B-103 directly in front of propane tanks northwest corner of site.
  
- 1330    B-104 started - near Congress Street, east of pump island.  
 Same scenario. Boring logs include detailed soil description.
  
- 1445    B-104 complete 0 to 22'. soft clay below 12'.  
 John Gordon (Maine DEP) stops by - discusses boring locations Lisbon Falls (another job).
  
- 1500    Begin final boring - east of UST locations (B-105).
  
- 1600    Complete last boring - GG will measure off site - cover soil pile and get to airport for sample drop off (Lisbon Falls).  
 Due to pavement of entire site - and clay consistency of soil, additional soil stockpiled at rear of site.



Begin: <b>8/19/93 8:00</b>	Completed: <b>10:00</b>	Driller: <b>Tom/ Great Works</b>	Drill Make & Model: <b>Acker</b>	Hole Dia: <b>7"</b>	Overburden: <b>19 plus</b>	Rock (ft):	Total Depth: <b>19'</b>
Core Recovery (ft):	Core #:	Samples:	El. Top of Casing:	Ground El.:	Depth to GW/Time:	Depth to Top of Rock:	Inspector: <b>G. Giese</b>

Depth	Depth Interval (ft)	SOIL				Field screen off spoon (ppm)	Stratum Description	Well Construction
		Blows/Ft.	Rock RQD	Pen/Rec (in)	Sample No.			
							NO SPOON COLLECTED first 6" asphalt - spoons start at 1'	BORING ONLY
1	1-3	3		14"				
2		4				medium to coarse, tan SAND - color change at 3' gray stained, trace moisture		
		5						
		2						
3	3-5	1		17"		Strata change 3' SILT & clay, 4.5 strata change to brittle gray CLAY, brown organics		
4		2						
		4						
		6						
5	5-7	8		24"		gray to tan stiff CLAY		
6		14						
		17				rolls to 1/4" before breaking - brittle		
		20						
7	7-9	4		23"		gray CLAY brittle - rolls only 1/2" before breaking apart trace moisture in bottom of spoon		
8		8						
		11						
		14						
9	9-11	4		23"		gray CLAY with tan streaks - rolls moderate, trace moisture		
10		6						
		9						
		11						
11	11-13	9		6"		gray CLAY trace moisture -broken basket limits sample return		
12		11						
		12						
		10						
13	13-15	3		24"		gray CLAY, higher moisture content moderate rolling 1/4" or less	based on blow counts, moisture in spoon	
14		4						
		5						
		5						
15	15-17	2		24"		gray CLAY - consistent with previous sample		
16		4						

**GRANULAR SOILS**

Blows/Ft.	Density
0-4	V. Loose
4-10	Loose
10-30	M. Loose
30-50	Dense
>50	V. Dense

**PROPORTIONS USED**

Trace (TR)	0-10%
Little (LI)	10-20%
Some (SO)	20-35%
And	35-50%

- ABBREVIATIONS**
- F - Fine
  - M - Medium
  - C - Coarse
  - F/M - Fine to Medium
  - F/C - Fine to Coarse
  - V - Very
  - GR - Gray
  - BN - Brown
  - Y - Yellow

NOTE: Major geologic unit in capitals  
 \* Weight of Rods = WOR  
 \* Weight of hammer = WOH

All total VOA readings by Photovac P10 in airspace or on split spoon.



**J.E. PLUNKETT  
ASSOCIATES, INC.**

7 LINCOLN STREET  
BRUNSWICK, MAINE 04011

**Project: Downeast Energy**  
1196 Congress Street  
Portland, ME

**JSP# 93153-1**

**Ham No. B-101**

**Sheet 2 of 2**

**Location:**  
Southeast corner of property

**Angle of Hertz:**  
90°

**Sample Hammer Weight Fall:**  
G. Giese

Depth	Depth Interval (ft)	SOIL				Field screen off spoon ppm	Stratum Description	Well Construction
		Blows/ft	Rock RGD	Pen/Rec (in)	Sample No.			
16		4						
17		5						
17-19'		5		24"		increased moisture content thumb penetration moderate		
18		5						
		6				gray CLAY with tan streaks		
19		6				LIMIT OF TESTING		
20								

**GRANULAR SOILS**

Blows/Ft.	Density
0-4	V. Loose
4-10	Loose
10-30	M. Loose
30-50	Dense
>50	V. Dense

**PROPORTIONS USED**

Trace (TR)	0-10%
Little (LI)	10-20%
Some (SO)	20-35%
And	35-60%

**ABBREVIATIONS**

F - Fine  
M - Medium  
C - Coarse  
F/M - Fine to Medium  
F/C - Fine to Coarse  
V - Very  
GF - Gray  
BN - Brown  
Ye - Yellow

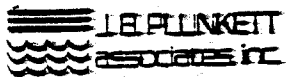
**NOTE:** Major geologic unit in capitals  
\* Weight of Rods = WOR  
\* Weight of hammer = WOH

All total VOA readings by Photovac P10 in airspace or on split spoon.

Project: **Downer Energy** JSP#: **93153-1** E-102  
 1196 Congress St., Portland  
 Location: **Front of service garage bay doors** Angle of Hole: **90°**  
 Begun: **8/19/93 10:00am** Completed: **11:00am** Driller: **Tom/ Great Works** Drift Make & Model: **Acker** Hole Dia.: **7"** Overburden: **19" plus** Rock (ft): Total Depth: **19'**  
 Core Recovery (ft): Core B: Samples: EL. Top of Casing: Ground EL: Depth to GW/Time: Depth to Top of Rock: Inspector: **G. Glase**

Cachn	Depth Interval (ft)	SOIL				Field screen off spoon (ppm)	Stratum Description	Well Construction
		Blows/ft	Rock RQD	Pen/Rec (in)	Sample No.			
1	1-3	8		17"		medium tan SAND trace coarse	BORING ONLY	
		15						
2		12				Cement stone at (3')		
		20						
3	3-5	11		15"		medium tan SAND trace gravel		
		16						
4		20				strata change 4.5 to 5.0 coarse SAND		
		15						
5	5-7	7		9"		coarse SAND some gravel size-trace moisture		
		7						
6		4						
		6						
7	7-9	3		16"		strata change coarse SAND to 7.5'		
		5						
8		12				light tan to gray CLAY trace to little silt - dark stained		
		12						
9	9-11	6		24"		stiff gray CLAY (orange stains) thumb penetration (low) trace moisture		
		10						
10		13						
		20						
11						NO SPOONS COLLECTED		
12								
13								
14								
15	15-17	9		24"		gray CLAY - tan streaks thumb penetration (low to moderate)		
		4						
16								

<p><b>GRANULAR SOILS</b></p> <table border="0"> <tr> <th>Blows/Ft.</th> <th>Density</th> </tr> <tr> <td>0-4</td> <td>V. Loose</td> </tr> <tr> <td>4-10</td> <td>Loose</td> </tr> <tr> <td>10-30</td> <td>M. Loose</td> </tr> <tr> <td>30-50</td> <td>Dense -</td> </tr> <tr> <td>&gt;50</td> <td>V. Dense</td> </tr> </table>	Blows/Ft.	Density	0-4	V. Loose	4-10	Loose	10-30	M. Loose	30-50	Dense -	>50	V. Dense	<p><b>PROPORTIONS USED</b></p> <table border="0"> <tr> <td>Trace (TR)</td> <td>0-10%</td> </tr> <tr> <td>Little (L)</td> <td>10-20%</td> </tr> <tr> <td>Some (SO)</td> <td>20-35%</td> </tr> <tr> <td>And</td> <td>35-50%</td> </tr> </table>	Trace (TR)	0-10%	Little (L)	10-20%	Some (SO)	20-35%	And	35-50%	<p><b>ABBREVIATIONS</b></p> <p>F - Fine  M - Medium  C - Coarse  FM - Fine to Medium  FC - Fine to Coarse  V - Very  GR - Gray  BN - Brown  Ye - Yellow</p>	<p><b>NOTE: Major geologic unit in capitals.</b>    * Weight of Rock = WOR    * Weight of hammer = WCH</p> <p>All total VOA readings by Photoscan P10 in airspace or on split spoon.</p>
Blows/Ft.	Density																						
0-4	V. Loose																						
4-10	Loose																						
10-30	M. Loose																						
30-50	Dense -																						
>50	V. Dense																						
Trace (TR)	0-10%																						
Little (L)	10-20%																						
Some (SO)	20-35%																						
And	35-50%																						



7 LINCOLN STREET  
BRUNSWICK, MAINE 04011

Project **Downeast Energy**  
1196 Congress Street  
Portland, ME

JEPs  
93153-1

Hole No.  
B-102

Sheet **2** of **2**

Location  
Front of service garage bay doors

Angle of Horiz.  
90°

Sample Hammer Weight Pallet  
G. Glase

Depth	Depth Interval (ft)	SCIL				Field screen off spoon ppm	Stratum Description	Well Construction
		Blows/6"	Rock RCD	Pen/Rec (in)	Sample No.			
16		5						
		8						
17	17'-19'	5		24"		gray CLAY tan to orange streaks; thumb penetration moderate		
		6						
18		6				moisture in spoon		
		7				finger roll of CLAY to 1/16"		
19								
20						LIMIT OF BORING WORK		

GRANULAR SOILS  
Blows/Ft. Density  
0-4 V. Loose  
4-10 Loose  
10-30 M. Loose  
30-50 Dense  
>50 V. Dense

PROPORTIONS USED  
Trace (TR) 0-10%  
Little (L) 10-20%  
Some (SO) 20-35%  
And 35-50%

ABBREVIATIONS  
F - Fine  
M - Medium  
C - Coarse  
FM - Fine to Medium  
FC - Fine to Coarse  
V - Very  
GF - Gray  
BN - Brown  
Y - Yellow

NOTE: Major geologic unit in capitals  
\* Weight of Rods = WOR  
\* Weight of hammer = WOH

All total WCA readings by Photosac P10 in airspace or on split spoon.

**J. B. PLUNKETT ASSOCIATES, INC.**  
 7 LINCOLN STREET  
 BRUNSWICK, MAINE 04011

Project **Downeast Energy**  
 1196 Congress St., Portland

JBP# 93153-1 B-103

Location **West side of building - in front of propane tank**

Angle of Hole: 90°

Sample Interval: 12"

Began 8/19/93 12:00noon  
 Completed 13:00

Driller Tom/  
**Great Works**

Drill Make & Model  
**Acker**

Hole Dia. 7"

Overburden 19'

Rock (ft)

Total Depth 19'

Core Recovery (ft)

Core B

Samples

El. Top of Casing

Ground El.

Depth to GW/Time

Depth to Top of Rock

Inspector **G. Glase**

Depth	Depth Interval (ft)	SOIL				Field screen of spoon (ppm)	Stratum Description	Well Construction
		Blows/6"	Rock RQD	Pen/Rec (in)	Sample No.			
1	1-3	10		12"		asphalt to gravel NO SPOONS COLLECTED	BORING ONLY	
2		10				medium tan SAND trace coarse sand to gravel		
3		8						
4		6						
5	3-5	8		9"		strata change 3.0' brown SILT (organics) to gray CLAY little silt		
6		14						
7		12						
8		14						
9	5-7	4		13"		brittle gray CLAY trace fine sand to gravel size		
10		6						
11		10						
12		12						
13	7-9'	10		8"		fine SAND and silt some rock fragments		
14		12						
15		14						
16		5						
17	9-11'	2		15"		gray CLAY little fine to coarse sand - trace silt		
18		2						
19		3				moisture in spoon (includes brick and wood fragments)		
20		5						
21						NO SPOON COLLECTED  ↑  ↓		
22								
23								
24								
25	15-17'	4		24"		gray CLAY trace orange-silt streaks (vertical) low thumb penetration trace moisture		
26		4						

**GRANULAR SOILS**

Blows/Ft.	Density
0-4	V. Loose
4-10	Loose
10-30	M. Loose
30-50	Dense
>50	V. Dense

**PROPORTIONS USED**

Trace (TR)	0-10%
Little (LI)	10-20%
Some (SO)	20-35%
And	35-60%

**ABBREVIATIONS**

F - Fine  
 M - Medium  
 C - Coarse  
 FM - Fine to Medium  
 FC - Fine to Coarse  
 V - Very  
 GR - Gray  
 BN - Brown  
 Yel - Yellow

**NOTE:** Major geologic unit in capitals  
 \* Weight of Rods = WOR  
 \* Weight of hammer = WCH

All total VOA readings by Photovac P10 in airspace or on split spoon.

**Project** Downeast Energy  
1196 Congress Street  
Portland, ME

93103-1

**Plate No.**  
B-103

**Sheet** 2 of 2
**Location**  
Front of propane tank  
Congress St., Portland

**Angle of Hertz**  
90°

**Sample Hammer Weight Fall**  
G. Giese

Depth	Depth Interval (ft)	SOIL				Field screen off spoon ppm	Stratum Description	Well Construction
		Blows/6"	Rock RCD	Pen/Rec (in)	Sample No.			
16		6						
		8						
17	17-19"	4		24"		gray CLAY trace orange silt streaks thumb penetration moderate		
18		8						
		8				moderate moisture in spoon		
19		8						
20								

<b>GRANULAR SOILS</b> Blows/Ft.    Density 0-4            V. Loose 4-10          Loose 10-30        M. Loose 30-50        Dense >50          V. Dense	<b>PROPORTIONS USED</b> Trace (TR)    0-10% Little (LI)    10-20% Some (SO)    20-35% And            35-50%	<b>ABBREVIATIONS</b> F- Fine M- Medium C- Coarse FM- Fine to Medium FC- Fine to Coarse V- Very GP- Gray BN- Brown Y- Yellow	<b>NOTE:</b> Major geologic unit in capitals * Weight of Rods = WOR * Weight of hammer = WCH All total VOA readings by Photos PID in airspace or on soil spoon.
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Project: **Downeast Energy** JBP# **93153-1** Log No. **B-104** Sheet **1 of 2**  
**1196 Congress St., Portland**  
 Location: **Congress Street East of pump island** Angle of Horiz: **90°** Sample Hammer Weight/Fall: **140lbs/30 in**  
 Began: **8/19/93** Completed: **15:30** Driller: **Tom/ Great Works** Drift Make & Model: **Acker** Hole Dia.: **7"** Overburden: **22' plus** Rock (ft): Total Depth: **22'**  
 Core Recovery (ft): Core B: Samples: El. Top of Casing: Ground El.: Depth to GW/Time: Depth to Top of Rock: Inspector: **G. Giese**

Depth	Depth Interval (ft)	SOIL				Field screen off spoon (ppm)	Stratum Description	Well Construction
		Blows/6"	Rock RCD	Pen/Fec (in)	Sample No.			
1	1-3	3		24°		NO SPOON COLLECTED	No well being constructed	
2		3				brown fine SAND and gravel 0-2"		
3		5				light tan fine SAND, little silt 1.5' - 2'		
4	3-5	7		20°		light gray brittle CLAY, trace silt 2' - 3'		
5		9				light brown brittle CLAY-thumb penetration (low)		
6		10						
7		11						
8	5-7	3		9°		brown to gray CLAY thumb penetration moderate trace moisture		
9		5						
10		6						
11		8						
12						NO SPOON COLLECTED		
13								
14								
15	10-12'	2				gray CLAY orange silt streaks rolls to 1/16" thumb penetration moderate		
16		2						
17		3						
18		3						
19						NO SPOON COLLECTED		
20								
21								
22	15-17'	1		24°		gray CLAY, black streaks consistency similar to 10' - 12' moisture in spoon		
23		1						

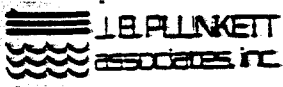
**GRANULAR SOILS**  
 Blows/Ft. Density  
 0-4 V. Loose  
 4-10 Loose  
 10-30 M. Loose  
 30-50 Dense  
 >50 V. Dense

**PROPORTIONS USED**  
 Trace (TR) 0-10%  
 Little (LJ) 10-20%  
 Some (SO) 20-35%  
 And 35-50%

**ABBREVIATIONS**  
 F - Fine  
 M - Medium  
 C - Coarse  
 F/M - Fine to Medium  
 F/C - Fine to Coarse  
 V - Very  
 GR - Gray  
 BN - Brown  
 Yel - Yellow

NOTE: Major geologic unit in capitals  
 \* Weight of Rock = WOR  
 \* Weight of hammer = WCH

All total VCA readings by Photovac P10 in airspace or on split spoon.



7 LINCOLN STREET  
BRUNSWICK, MAINE 04011

Project	Downeast Energy 1196 Congress Street Portland, ME	JBP#	93153-1	Hole No.	B-104	Sheet	2 of 2
Location	Congress street east of pump island		Angle of Horiz.	90°		Sample Hammer Weight	G. Glass

Depth	Depth Interval (ft)	SOIL				Field screen off spoon ppm	Stratum Description	Well Construction
		Blows/ft	Rock RQD	Pen/Rec (in)	Sample No.			
16	15-17'	2						
17		2						
18							NO SPOONS COLLECTED ↑ ↓	true ground water
19								
20	20-22'	WCH		19"			dark gray CLAY moderate to high thumb penetration (moist- water saturated.)	
							LIMIT OF TEST	

<b>GRANULAR SOILS</b> Blows/Ft.    Density 0-4        V. Loose 4-10       Loose 10-30      M. Loose 30-50      Dense >50        V. Dense	<b>PROPORTIONS USED</b> Trace (TR)    0-10% Little (LI)    10-20% Some (SO)    20-35% And            35-50%	<b>ABBREVIATIONS</b> F - Fine M - Medium C - Coarse F/M - Fine to Medium F/C - Fine to Coarse V - Very GR - Gray BN - Brown Ye - Yellow	<b>NOTE:</b> Major geologic unit in capitals * Weight of Rods = WOR * Weight of hammer = WCH  All total VOA readings by Photovac PIO in airspace or on split spoon.
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Project: <b>Downeast Energy</b>	JBP# <b>93153-1</b>	<b>B-105</b>	Sheet <b>1 of 2</b>
1196 Congress St., Portland		Angle of Horiz. <b>90°</b>	Sample Hammer Weight Fall <b>140 lbs @ 30 in.</b>
Location: <b>Congress Street east of pump island</b>			
Began <b>8/19/93</b> <b>15:00</b>	Completed <b>16:00</b>	Drill Man & Model <b>Acker</b>	Hole Dia. <b>7"</b>
Order <b>Tom/ Great Works</b>	Overburden <b>22' plus</b>	Rock (ft)	Total Depth <b>22' plus</b>
Core Recovery (ft)	Core B	Samples	EL. Top of Casing
			Ground EL.
			Depth to GWT/Time
			Depth to Top of Rock
			Inspector <b>G. Gliese</b>

Depth	Depth Interval (ft)	SCIL				Field screen off spoon (ppm)	Stratum Description	Well Construction
		Blows/6"	Rock RCD	Pen/Rec (ft)	Sample No.			
							NO SPOON COLLECTED asphalt to coarse sand to gravel, petroleum smell directly below road surface	BORING ONLY
1	1-3	9		24"			dark stained medium SAND trace coarse strata change 2.0	
		9						
2		10					brown brittle CLAY low moisture	
		16						
3	3-5	14		20"			light brown brittle CLAY - orange & gray streaks (stiff)	
		30						
4		26						
		28						
5	5-7	4		9"			tan to gray brittle CLAY thumb penetration low	
		7						
6		10						
		10						
7							NO SPOONS COLLECTED	
8							↑	
9							↓	
10	10-12'	3					gray CLAY - stiff low thumb penetration trace moisture, rolls to 1/4"	
		4						
11		5						
		7						
12							NO SPOONS COLLECTED	
13							↑	
14							↓	
15	15-17'	1		24"			moist gray CLAY, black organic streaks moderate thumb penetration fine SAND and silt lenses (16.5'-3" thick)	
		2						

**GRANULAR SOILS**

Blows/Ft.	Density
0-4	V. Loose
4-10	Loose
10-30	M. Loose
30-50	Dense
>50	V. Dense

**PROPORTIONS USED**

Trace (TR)	0-10%
Little (L)	10-20%
Some (SO)	20-35%
And	35-60%

**ABBREVIATIONS**

- F - Fine
- M - Medium
- C - Coarse
- F/M - Fine to Medium
- F/C - Fine to Coarse
- V - Very
- GR - Gray
- BN - Brown
- Yel - Yellow

NOTE: Major geologic unit in capitals.  
\* Weight of Rods = WOR  
\* Weight of hammer = WOH

All total VOA readings by Photoscan P10 in airspace or on split spoon.



7 LINCOLN STREET  
BRUNSWICK, MAINE 04011

Project **Dowreast Energy**  
1196 Congress Street  
Portland, ME

JBP#  
93153-1

Hole No.  
E-105

Sheet 2 of 2

Location  
East of building and active USTs

Angle of Horiz.  
90°

Sample Hammer Weight Fall  
G. Gieser

Depth	Depth Interval (ft)	SOIL				Field screen off spoon ppm	Stratum Description	Well Construction
		Blows/6"	Rock RGD	PervRec (in)	Sample No.			
16	15-17'	2						
17		3						
18						NO SPOONS COLLECTED ↑ ↓		
19								
20	20-22'	WCH	18"	24"				
		—					moist gray CLAY - moderate to high thumb penetration strata change 21.5	
		—					light tan SILT some clay trace fine sand	
		6						
							LIMIT OF TESTING	

GRANULAR SOILS

Blows/Ft.	Density
0-4	V. Loose
4-10	Loose
10-30	M. Loose
30-50	Dense
>50	V. Dense

PROPORTIONS USED

Trace (TR)	0-10%
Little (L)	10-20%
Some (S)	20-35%
And	35-50%

ABBREVIATIONS

F - Fine  
M - Medium  
C - Coarse  
FM - Fine to Medium  
FC - Fine to Coarse  
V - Very  
GF - Gray  
BN - Brown  
Y - Yellow

NOTE: Major geologic unit in capitals  
\* Weight of Rods = WOR  
\* Weight of hammer = WCH

All total VOA readings by Photovac PID in airspace or on split spoon.

Project **Downeast Energy**  
1196 Congress Street  
Portland, ME

JSP#  
93153-1

Hole No.  
B-105

Sheet **2 of 2**

Location  
East of building and active USTs

Angle of Horiz.  
90°

Sample Hammer Weight Fall  
G. Giese

Depth	Depth Interval (ft)	SCIL				Field screen off spoon ppm	Stratum Description	Well Construction
		Blows*	Rock RQD	Pen/Fec (in)	Sample No.			
16	15-17'	2						
		3						
17						NO SPOONS COLLECTED ↑ ↓		
18								
19								
20	20-22'	WCH	18"	24"			moist gray CLAY - moderate to high thumb penetration strata change 21.5	
		—				light tan SILT some clay trace fine sand		
		6				LIMIT OF TESTING		

GRANULAR SOILS

Blows/Ft.	Density
0-4	V. Loose
4-10	Loose
10-30	M. Loose
30-50	Dense
>50	V. Dense

PROPORTIONS USED

Traces (TR)	0-10%
Little (L)	10-20%
Some (S)	20-35%
And	35-50%

ABBREVIATIONS

- F - Fine
- M - Medium
- C - Coarse
- F/M - Fine to Medium
- F/C - Fine to Coarse
- V - Very
- GR - Gray
- BN - Brown
- Y - Yellow

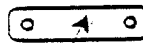
NOTE: Major geologic unit in capitals  
\* Weight of Rock = WOR  
\* Weight of hammer = WCH

All total VOA readings by Photovac PID in airspace or on spat spoon.



CONGRESS STREET

●  
B-104



ACTIVE  
PUMP  
ISLANDS



●  
B-102

●  
B-103



EXISTING  
SERVICE  
GARAGE

●  
B-105

●  
B-101

SCALE 1" = 30'



**FIGURE 1 SITE PLAN**

CONGRESS STREET MOBIL  
1196 CONGRESS STREET  
PORTLAND, MAINE

JBP# 93153-1 DRAWN 8/24/93

JOHN L. MURPHY, P.E.

9/13/93

Civil Engineer  
Traffic Engineer

RDT, BOX 38  
WEST BALDWIN, MAINE 04091  
207-625-8222

September 10, 1993

Charles Wiercinski  
Sitelines  
8 Cumberland Street  
Brunswick, ME 04011

Re: Congress Street Puffin.

Dear Charlie:

I have visited the site and also had occasion to visit a Puffin installation similar to that proposed for this Congress Street location. This similar Puffin is in Augusta on Route 27 near the Civic Center.

I spoke briefly with Bill Bray, City of Portland Deputy Director of Public Works and Traffic Engineer. Bill has some concern about the large open area adjacent to the existing Mobil Station. He mentioned a potential curb or guardrail along the side of the Mobil Station site adjacent to the Ramada Inn Convention Center parking area.

My on site observations and viewing of a similar installation indicate that a physical barrier will be unnecessary once the newly configured gasoline pump island is installed on the easterly side of the site. This pump island will obstruct any uncontrolled traffic flowing in the area.

The proposed reconfiguration of the pump islands to have a 90 degree orientation to Congress Street should result in a better on site traffic pattern. This type of operation can also be observed on Forest Avenue at the busy Mobil Station near Noyes Street.

Since the proposed project does not result in changes of curb cuts on Congress Street or any major changes in site use, there will not be any measurable change in off site traffic impact.

Conclusion

The proposed reconfiguration of the pump islands will result in an improvement in on site traffic flows.

Six  
STATE OF MAINE  
JOHN  
E  
MURPHY  
2735  
PROFESSIONAL ENGINEER  
John Murphy, P.E.

JOHN L. MURPHY, P.E.

303-7

Civil Engineer  
Traffic Engineer

RD1, BOX 393  
WEST BALDWIN, MAINE 04091  
207-625-8222

November 18, 1993

Charles R. Wiercinski, P.E.  
Sitelines  
8 Cumberland Street  
Brunswick, Maine 04011

Re: Portland Puffin Shop, 1196 Congress Street

Dear Charlie:

I met with Bill Bray on Tuesday, November 16, 1993 and he confirmed that a traffic study was not necessary for the Puffin Shop. Bill did request accident diagrams for Congress Street in the vicinity of the site for the latest available three year period.

I have attached my diagram for the section of Congress Street between node 3293 (Massachusetts Avenue intersection) and node 3294 (Bolton Street intersection). I have also attached three other diagrams prepared by the Maine Department of Transportation: for nodes 3293, 3294 and for Congress Street between Bolton Street and Whitney Avenue. Please note that one accident on the Maine Department of Transportation diagram of node 3293 is included in my diagram for the section of Congress Street between nodes 3293 and 3294 where the driveways serving the proposed Puffin Shop (existing Mobil station) are located.

My diagram presents 9 accidents for the three year period 1990, 1991 and 1992 of which 4 accidents are related to the Mobil station drives and 5 are related to the Getty station drives. One of those related to the Mobil station driveway involved a car rolling into Congress Street due to emergency brake failure and thus does not relate to any existing roadway design condition.

#### Conclusions

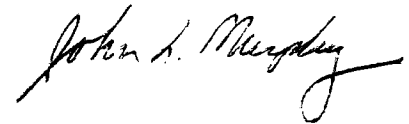
1. The proposed project will not change the access driveway to Congress Street, thus there will not be any change in impact on the existing conditions.

2. The section of Congress Street between Bolton Street and

Massachusetts Avenue where the access to the project is located is not identified by the Maine Department of Transportation as a high accident location. (The nearby intersections of Congress Street with Bolton Street and with Massachusetts Avenue are identified as high accident locations, as is the section of Congress Street between Whitney Avenue and Bolton Street.)

3. There is no common pattern to the 4 accidents over the three year period 1990 through 1992 that are related to the project driveways. Thus no defect in the design of the existing driveways serving this site can be identified.

Sincerely,

A handwritten signature in cursive script that reads "John L. Murphy". The signature is written in dark ink and is positioned above the typed name.

John L. Murphy, P.E.



MOBIL GASOLINE  
(PROJECT SITE)

RAMADA CONF.  
PARKING

(CAR  
EMERGENCY  
BRAKE FAILURE  
ROLLED INTO  
STREET)

RAMADA  
INN  
DRIVE

9/25/92 F 1221

4/15/90 SU 2225

CONGRESS ST

© 9/12/91 TH 0747

3/12/90 M 1547

8/31/90 F 1630

6/23/92 TU 1542

11/22/91 F 1252

12/16/91 M 1000

2/12/91 - 1640

3294

3293

MASSACHUSETTS  
DCR

APARTMENTS

GETTY GASOLINE

ANANIA'S  
STORE

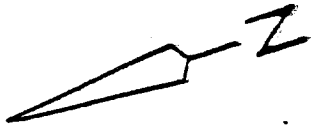
BOLTON ST

3 YEAR PERIOD

1990, 1991 & 1992

9 ACCIDENTS

DCR 11/18/93



Congress

STOP

3093

38426-10/21/92-2:15pm, w-r, Yield  
Massachusetts Ave

44454-12/29/92-7:16pm, w-r, Yield  
13679-04/14/92-11:12am, D-C, Imp. Turn

Irving  
STATION

STREET

05497-03/04/91-7:35am, P-C, Vision Obscured

33323-03/24/90-1:20pm, D-C, Speed

14145-04/09/91-11:05am, w-r, Speed

13639-04/09/91-5:30pm, D-C, Vision Obscured

37796-08/26/91-5:30pm, v-s, Yield

33402-10/04/91-7:45am, w-r, Inattention

39026-11/07/92-11:57pm, D-C, Yield

41244-08/09/92-8:30am, D-C, Inattention

1001-01/10/91-11:40pm, D-C, Inattention

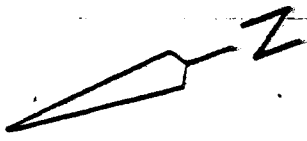
0526-08/06/91-7:56am, w-r, Inattention

3058-01/16/92-3:16pm, D-C, Inattention

1188-07/07/90-3:15pm, w-r, Inattention

Gas  
STATION  
LOT

Orland  
90-1992  
Code # 2093  
Accidents



Congress

STOP

3294

Bolton St

16 accidents.  
Node # 3294  
Portland  
1990-1992

Street

33856-10/22/92-7:05pm, D-C, Yield

22799-07/14/92-3:25pm, W-R, Yield

25118-08/04/92-12:00pm, D-C, Yield

30657-11/18/92-3:26pm, D-C, Yield

38437-11/04/92-1:30pm, D-C, Inattention

41658-12/15/92-6:55pm, D-C, Hit + Run

30648-09/21/91-11:10am, D-C, Yield

18333-04/08/92-4:52pm, D-C, Yield  
01809-01/09/93-8:38pm, S-R, Yield

- 2633-03/05/91-5:00pm, D-C, Follow too close
- 21368-07/03/91-1:27pm, D-C, Inattention
- 5871-05/02/90-8:35 am, D-C, Inattention
- 15625-05/02/91-3:39pm, W-R, Follow too close
- 33808-10/19/92-4:14pm, D-C, Inattention
- 29180-11/30/92-12:35pm, D-C, Inattention
- 6282-11/21/91-5:35pm, D-C, IMP. Turn

Ramada Inn

3300

Congress

STOP 17

© 55879-05/03/90-1:45pm, D-C, Field

91574-07/04/90-11:30am, S-S, Field

34666-11/03/90-11:30pm, D-C, Field

04109-01/24/92-11:00am, D-C, Field

36115-11/08/92-7:17pm, D-C, Field

36197-07/29/90-6:50pm, S-S, Field

05186-08/01/90-11:55pm, D-C, Imp Lane Change

08243-01/14/91-11:30am, D-C, Follow Too Close

33100-10/01/90-4:00pm, D-C, Mt + Run

28536-08/17/90-5:50pm, D-C, Imp Lane Change

33387-07/04/90-2:18pm, D-C, Field

15375-05/21/90-11:30am, D-C, Imp, Stop

14298-04/08/91-9:16pm, D-C, Intersection

30691-10/11/91-2:58pm, D-C, Follow Too Close

06481-02/04/90-3:57pm, S-S, Follow Too Close

01432-04/19/90-2:42pm, D-C, Intersection

37476-10/31/90-8:30am, D-C, Follow Too Close

06094-02/06/92-6:23am, D-C, Field

Portland  
1990-1992  
Links = 9994-9500  
118 accidents

Needs  
Time

BayBank  
7 New England Executive Park  
Burlington, MA 01803  
(617) 273-1700

Tracy J. Burlock  
Senior Vice President

**BayBank**

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December 1, 1993

To Whom It May Concern:

BayBank has been a primary lending institution for DownEast Energy since February, 1992, when we established a medium seven figure seven year revolving credit facility for the company. The purpose of the line of credit is to finance the maintenance and development of gasoline and convenience store facilities. At present, the company has a medium seven figure available under that credit facility, and BayBank would be ready to assist DownEast in financing its Congress Street project as needed.

Sincerely,



Final Draft October 30, 1992

LEASE AGREEMENT

LEASE AGREEMENT made as of the first day of November, 1992 by and between Joseph F. Dugas, Trustee of the Merrimack Industrial Trust, P.O. Box 271, 275 Mill Way, Barnstable Harbor, Massachusetts 02630 (hereinafter referred to as "Landlord") and Down East Energy Corp. a Maine corporation with offices at 172 Main Street, South Portland, Maine 04106 (hereinafter referred to as ("Tenant")).

In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

Section 1. Premises: Landlord, in consideration of the rents to be paid and the covenants and agreements made by the Tenant herein, leases to Tenant, subject to the conditions, covenants, reservations, and limitations hereinafter expressed, a certain lot or parcel of land, together with the buildings thereon and all appurtenances and improvements, located in Portland, Cumberland County, Maine, being bounded and described in Exhibit A attached hereto, hereinafter "the Demised Premises." Landlord and Tenant agree that all personal property now at the Demised Premises are the property of Tenant.

Section 2. Term: a) The term of this Lease shall commence on November 1, 1992 (hereinafter referred to as the "Commencement

Landlord shall from time to time designate in writing, Minimum Rent, as defined in this Section 3 without deduction or set off for the use of the Demised Premises as follows:

a) Subject to the construction adjustment set forth below, during the first Lease Year of the Term of this Lease, Tenant shall pay Landlord Minimum Rent of three thousand (\$3,000.00) dollars. The amount of rent due shall be adjusted each Lease Year in accordance with the following formula:

The Minimum Rent due for each month of each subsequent Lease Year, including each year of each Option Term, shall be equal to the monthly rental due during the preceding Lease Year, increased (but never decreased) by the same percentage as the percentage of increase which shall have occurred in the Consumer Price Index for all Urban Consumers (1967=100), as published by the United States Bureau of Labor Statistics, said increase being measured between the value of the index published for the first month of said preceding Lease Year and the value of the said index published for the same month prior to said preceding Lease Year.

b) As Additional Rent, as the term is defined in Sections 3 and 4, Tenant will pay to Landlord within 30 days of the conclusion of each Lease Year of any Option Term the following:

1) During the first 5 year Option Term: Twenty-five hundredths percent (.25%) of inside dollar sales plus one quarter cent (1/4¢) per gallon of motor fuel sales for the preceding Lease Year;

2) During the second 5 year Option Term: Fifty hundredths percent (.50%) of inside dollar sales plus one half cent (1/2¢) per gallon of motor fuel sales for the preceding Lease Year;

3) During the third 5 year Option Term: Seventy-five hundredths percent (.75%) of inside dollar sales plus three quarter cent (3/4¢) per gallon of motor fuel sales for the preceding Lease Year;

4) During the fourth 5 year Option Term: One percent (1%) of inside dollar sales plus one cent (1¢) per gallon of motor fuel sales for the preceding Lease Year;

5) During the fifth 5 year Option Term: One and twenty-five hundredths percent (1.25%) of inside dollar sales plus one and one quarter cent <sup>1.25%</sup> (1/4¢) per gallon of motor fuel sales for the preceding Lease Year;

6) During the sixth 5 year Option Term: One and fifty hundredths percent (1.50%) of inside dollar sales plus one and



one-half cent <sup>1.50¢</sup> (~~1/2¢~~) per gallon of motor fuel sales for the preceding Lease Year.

For purposes of this Lease Agreement, payments under subparagraph b 1) through b 6) shall be considered "the Percentage Rent component" of Additional Rent.

For purposes of calculating gallons of motor fuel pursuant to this paragraph, "motor fuel" includes gasoline, LP gas and diesel, electrical charges of batteries used to propel electric automobiles, electrical usage and any other product sold which propels motor vehicles. If the motor fuels products are not sold by the gallon, the equivalent measurement in B.T.U.s for purposes of this Paragraph shall be based on the unit of volume, weight, time or other measure by which the product is sold to end users. "Inside dollar sales" shall mean any other sales at the Demised Premises. Motor fuel and inside dollar sales shall not include sales or excise taxes imposed by federal, state or local taxing authorities.

c) This Lease is intended by the parties to be a triple-net Lease. Tenant is responsible for paying all expenses attributable to the Demised Premises. Expenses shall include, without limitation, all municipal property taxes and assessments, with Landlord promptly forwarding all such tax bills and assessments to Tenant, all maintenance costs pertaining to the operation of the Demised Premises including any and all improvements, any and all

permit or license fees required under any land use, zoning or environmental statute or regulation, all utility charges, including water, gas, electricity, fuel, light, heat, sewerage and power supplied to the Demised Premises during the term of this Lease.

d) During each Lease Year during the Option Term, Tenant agrees, within ninety (90) days after the end of each Lease Year, to cause an internal statement to be produced and certified as true by its chief financial officer of the Tenant's motor fuel sales and inside dollar sales made at, in, on and/or from the Demised Premises for such Lease Year and a copy thereof by such chief financial officer shall be delivered by Tenant to Landlord within such 90 day period, and such statement shall be accompanied by a check from Tenant for the <sup>Demised Premises Rent</sup> Additional Rent for each such prior Lease Year during each Option Term. All statements, accountings and other items deliverable by Tenant to Landlord under this Lease shall be delivered to the place where rent is then payable. Landlord shall have the right, at any time within thirty (30) months after the close of each Lease Year, to audit all of the books of account, register tapes, documents, records, returns, papers, relating to all sales, purchases, and inventory at the Demised Premises for any Lease Year; and Tenant, on request of Landlord, shall make all such matters available for such examination at the Demised Premises. If Landlord shall have such an audit made for any Lease Year, and the gross sales shown by Tenant's statement for such Lease Year shall be found to be

understated by more than three percent (3%), then Tenant shall pay to Landlord the cost of such audit. In any event, Tenant shall, within seven (7) days, pay to Landlord any deficiency in the Percentage Rent component of Additional Rent plus interest at the rate of prime plus one percent per annum from the date such payment should have been made to the date of payment. Landlord and Tenant expressly covenant and agree that any payment of Additional Rent which is not paid to Landlord within fifteen (15) days after such payment is due shall be considered a late payment of rent (hereinafter referred to as "Late Additional Rent Payment"). If the Landlord's audit shall disclose an overpayment, Landlord shall reimburse Tenant for such overpayment within seven (7) days. Landlord and Tenant further covenant and agree that Landlord in its sole discretion may impose a late charge for any Late Additional Rent Payment made by Tenant during the term in an amount equal to four percent (4%) of the Additional Rent due Landlord pursuant to the terms set forth in addition to the Additional Rent due Landlord. The rights afforded to Landlord pursuant to this Paragraph shall be in addition to, and not in lieu of, any other rights or remedies Landlord may have.

e) Landlord and Tenant expressly covenant and agree that any payment of Minimum Rent which is not paid to Landlord within seven (7) days of the first day of each calendar month during the term shall be considered a late payment of Minimum Rent (hereinafter referred to as "Late Minimum Rent Payment"). Landlord and Tenant

further covenant and agree that Landlord in its sole discretion may impose a late charge for any Late Minimum Rent Payment made by Tenant during the term in an amount equal to four (4%) percent of the Minimum Rent due Landlord each month in addition to the monthly Minimum Rent then due. The rights afforded to Landlord pursuant to this Paragraph shall be in addition to, and not in lieu of, any other rights and remedies Landlord may have under the Lease.

f) It is expressly understood and agreed that Landlord does not consider the Minimum Rent in itself a fair and adequate rental for the Demised Premises and would not have entered into this Lease unless Tenant had obligated itself to pay the Percentage Rent component of Additional Rent during any option term which Landlord expects to supplement the Minimum Rent to provide such fair and adequate rental return and unless Tenant had agreed to continuously operate its business at the Demised Premises to enhance the business of the adjacent hotel. Therefore, (a) if Tenant fails to open for business at the commencement date and/or (b) thereafter, if Tenant fails to continuously operate its business for the sale of motor fuels and inside sales in accordance with the terms of this Lease or vacates the Demised Premises prior to the expiration of the term hereof, Landlord will suffer damages in an amount which are not readily ascertainable and thus in any such event Landlord shall have the right, at its option, to collect as liquidated damages, and not as a penalty, in addition to the Minimum Rent and all other charges which are due hereunder, one-thirtieth (1/30th)

of an amount equal to the monthly installment of Minimum Rent for each day which Tenant fails to so operate and, in addition, Landlord shall have the right to treat any of the aforesaid events as an event of default. Notwithstanding the above, Tenant will be permitted to close its operation at the Demised Premises without penalty or liquidated damages if Tenant must remove or replace its fuel tanks at the Demised Premises, if there is a Casualty or taking which precludes Tenant's continuous operation, if ordered to close by the Maine Department of Environmental Protection, the Environmental Protection Agency (or such governmental agency), and during Construction Period defined in Section 5 or any reconstruction period caused by a Casualty or taking.

Section 4. Taxes, Utility Expenses and Common Area Maintenance:

a) (1) Tenant shall during the term of this Lease as Additional Rent pay:

(i) all taxes, special and general assessments, water rents, rates and charges, sewer rents and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary (hereinafter referred to as "Taxes"), and each and every installment thereof which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed,

become due and payable, or a lien upon, or for or with respect to the Demised Premises or any part thereof, or any buildings, appurtenances or equipment owned by Tenant thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the Federal, State, County and Municipal Governments and of all other governmental agencies and authorities whatsoever (all of which shall also be included in the term "Taxes" as heretofore defined); and

(ii) all other sewer rents and charges for water, gas, heat, hot water, electricity, light and power, and other services or services furnished to the Demised Premises or the occupants thereof during the term of this Lease (hereinafter referred to as "Utility Expenses").

(iii) Tenant agrees to separately meter and pay for all utilities used by Tenant.

(2) (a) Taxes are separately assessed. Tenant shall be deemed to have complied with the covenants of paragraph (a)(1)(i) if payment of such Taxes shall have been made at least seven (7) days prior to the last day when the same shall be payable without interest or late charge, and at such time Tenant shall produce and

exhibit to Landlord satisfactory evidence of such payment. Landlord covenants and agrees, on request of Tenant at any time and from time to time, but without cost to Landlord, to make application individually (if legally required) or to join in Tenant's application (if legally required) to have any portion of the Premises assessed for tax purposes. Landlord hereby agrees upon reasonable request of Tenant to execute such instruments and to give Tenant such assistance in connection with such applications as shall be required by Tenant at no expense or cost to Landlord provided any reasonable expense incurred by Landlord as a result thereof shall be reimbursed to Landlord by Tenant.

To the extent that the same may be permitted by law, Tenant or its designees shall have the right to apply for the conversion of any assessment for local improvements assessed during the Term of this Lease in order to cause the same to be payable in annual installments and, upon such conversion, Tenant shall pay and discharge punctually said installments and any and all interest payable therewith as they shall be come due and payable during the term of this Lease. Landlord agrees to permit the application for the foregoing conversion to be filed in Landlord's name, if necessary, and shall execute any and all documents requested by Tenant to accomplish the foregoing result at no expense or cost to Landlord provided any reasonable expense incurred by Landlord as a result thereof shall be reimbursed to Landlord by Tenant.

b) All such Taxes which shall become payable during the years in which the term of this Lease commences or (subject to the provisions below) terminates, or which become payable during Tenant's construction period shall be paid by Tenant. For all taxable years falling entirely within the term of this Lease, if separately assessed, Tenant shall cause payments to be made directly to the governmental authority imposing the Taxes. All such Taxes assessed during the year of termination of this Lease shall be pro-rated between Landlord and Tenant.

c) (1) Tenant or its designees shall have the right to contest or review all such Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord). Notwithstanding the foregoing, Tenant shall promptly pay all such Taxes when due without penalty, premium, or interest even if Tenant intends to contest or review such Taxes.

(2) The legal proceedings referred to in the preceding subparagraph (1) shall include appropriate appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Tenant shall pay the amount finally levied or assessed against the Demised Premises



or adjudicated to be due and payable on any such contested Taxes, with all applicable penalties and interest.

d) Maintenance of Common Areas and the Demised Premises.

(1) Tenant shall be responsible to maintain, repair, plow and remove snow from the Demised Premises. Landlord shall not be responsible to repair, maintain, plow or remove snow from the Demised Premises. The Tenant shall be responsible for maintenance, repair, plowing and snow removal at the Demised Premises.

(2) Landlord shall not be responsible to incur any costs and/or expenses in operating, equipping, policing, lighting, repairing, replacing and maintaining the Demised Premises. Any charges incurred by Landlord of any nature after failure of Tenant to perform relating to the above shall be paid to Landlord in accordance with Section 3 below in the manner upon demand. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord, in its discretion, with regard to the Premises including (but shall not be limited to) any water and sewer charges, premiums for liability, property damage, fire, workmen's compensation, and all other insurance carried by Landlord with respect to the Demised Premises, wages, unemployment taxes, social security taxes, personal property taxes and assessments.

(3) Tenant shall be responsible to maintain and repair the improvements on the Demised Premises and the Demised Premises in a first class manner. Tenant shall not allow any condition to occur which would, in any manner, diminish or negatively impact the adjacent hotel, including, without limitation, the Tenant shall not allow any "junk cars" or unregistered vehicles to be stored on the Demised Premises. Notwithstanding the above, the provisions in this Section 4 d) 3) are not intended to diminish Tenant's right to conduct its business as permitted in this Lease. In addition, Tenant shall keep the Demised Premises in a neat and orderly manner and shall not allow milk trucks, trailers or vehicles not directly related to Tenant's permitted use of the Demised Premises to be stored at or parked on the Demised Premises.

Section 5. Improvements, Repairs, Additions, Replacements:

a) Tenant agrees in consideration of the execution of this Lease by Landlord, to construct or cause to be constructed upon the Demised Premises, at its own cost and expense, a Pegasus 21<sup>type</sup> Service Station with eight fuel islands and a Mobil Mart<sup>type</sup> store building, provided this provision shall not limit Tenant to the sale of Mobil product only (sometimes hereinafter referred to as "the Building"), together with related appurtenances and site improvements, including, without limitation, landscaping, walkways, accessways, utility connections, stairways, bulkheads, and loading areas, all to be generally as set forth in Exhibit B attached hereto and in

accordance with the final, full and complete architectural, electrical and mechanical plans, drawings and specifications for said building and improvements, to be prepared by Tenant's designers. Tenant will also construct an entrance ramp from the now existing Ramada Inn located on adjacent property to the Demised Premises. ~~The Landlord grants an easement for ingress and egress over this ramp to benefit the Tenant and reserves an easement for ingress and egress over the ramp and the Demised Premises to benefit the adjacent Hotel.~~ Tenant agrees to deliver to Landlord all plans and specifications within sixty (60) days prior to submission to applicable municipal and/or state boards. Said plans and specifications shall be subject to approval by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. The Landlord will approve or disapprove such plans and specifications within thirty (30) days after the same are received by Landlord. Said plans and specifications will be in full accordance with municipal approvals, and shall include all site plans, sign plans and elevation plans and shall become part of this Lease. Tenant shall obtain all necessary permits from any government authority to perform the improvements on the Demised Premises.

b) Tenant agrees to begin construction of the Building within thirty six (36) months after the date of this Lease and thereafter continue the construction of the building and other improvements described in paragraph (a) of this Section 5 and to diligently

prosecute such construction to completion in a good and workmanlike manner, and to use best efforts to fully complete such construction in accordance with the plans and specifications and in accordance with all applicable federal, state and local laws, ordinances, codes and regulations within 365 days after the commencement of construction. The term "Construction Period" shall be defined as the period between the commencement of construction and substantial completion of the Tenant's construction but such period shall not exceed more than one year from the date of commencement of construction. Notwithstanding Section 3 of this Lease to the contrary, during the Construction Period, Tenant's Minimum Rent shall be One Thousand Four Hundred Seventy Five Dollars (\$1,475.00) per month paid to Landlord at Landlord's office without deduction or set off. Tenant shall pay when due all Additional Rent and other charges due under the Lease during the Construction Period in addition to the Construction Period Minimum Rent.

c) After the date hereof, Landlord shall have the right to first approve any modifications and amendments to the said plans and specifications set forth in paragraph (a), which approval shall not unreasonably be withheld or conditioned. No prior approval by Landlord is required for any non structural modifications or amendments to said plans or specifications if the cost of such modifications or amendments cost less than Twenty Five Thousand Dollars (\$25,000.00) in the aggregate within any five year period, provided that no such modification or amendment may ever alter,

change or modify the basic exterior layout and design of the structure. All modifications shall be in conformance with all local, state, and federal codes, rules and regulations.

d) Tenant shall, at all times during the term of this Lease, keep and maintain or cause to be kept and maintained in good repair and in first class condition all buildings and improvements at any time erected or situated on the Demised Premises, damage by fire, other casualty loss and reasonable use and wear excepted.

e) Until the expiration of the initial lease term as defined in Section 2 b) or the expiration of any exercised Option Term, or sooner in the event of the termination of this Lease by default or otherwise, title to any building or buildings or improvements erected on the Demised Premises by Tenant and the building equipment and other items installed thereon and any alterations, change or addition thereto shall remain solely in Tenant; and Tenant alone shall be entitled to deduct all depreciation on income tax returns for any such building and buildings, building equipment and/or other items, improvements, additions, changes or alterations. Landlord shall retain title to any building or buildings or improvements now existing on the Demised Premises and shall be entitled to deduct all depreciation on income tax returns for any such existing building and building equipment and/or other items, improvements, additions, changes or alterations.

f) Upon the expiration of the initial lease term as defined in Section 2 b) if no Option Term is exercised or the expiration of any exercised Option Term or in the event of the sooner termination of the term of this Lease, by default or otherwise, all buildings and other improvements thereon (except for Tenant's trade fixtures which will remain the Tenant's property which includes, without limitation, pumps, canopies, piping and underground storage tanks) shall become the property of Landlord in fee simple absolute without any charge to Landlord and free and clear of any encumbrances created by, through or under Tenant, and Tenant shall then quit and surrender the Demised Premises, and the buildings and permanent improvements then thereon, in good condition and repair (ordinary wear and tear and as otherwise provided). Tenant shall execute all documents reasonably requested to effect the foregoing.

g) The Tenant leases the Demised Premises in an "as is" condition. There shall be no work required of or performed by Landlord. Tenant shall be responsible for all construction costs and for the cost to bring utilities, if necessary, to the Demised Premises. Landlord makes no representations or warranties as to the condition of the Premises. The Demised Premises shall be deemed accepted by Tenant in its present condition. Tenant accepts the Premises and all ingress and egress to the Premises in "as is" condition. Tenant shall perform at its sole cost and expense, all of Tenant's work and shall equip the Demised Premises with trade

fixtures and all personal property necessary or proper for the operation of Tenant's business at the Premises.

h) Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which Tenant, its agent or employees, may use, handle, store or generate in the conduct of its business at the Demised Premises it will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, on or about the Demised Premises; provided, however, if an accidental disposal occurs, the Tenant shall remedy such occasion in a timely fashion in accordance with all applicable rules, orders, laws and regulations promulgated by any applicable local, state, federal or governmental entity to the full satisfaction of such governmental entity. In addition, Tenant will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, Tenant shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all records required by federal, state or local law; (iv) that Tenant will at all reasonable times permit

Landlord or its agents or employees to enter the Demised Premises to inspect the same for compliance with the terms of this Paragraph and will further provide upon five (5) days notice from Landlord copies of all records which Tenant may be obligated to obtain and keep in accordance with the terms of this Paragraph; (v) that upon termination of this Lease, Tenant will at its expense, remove all Hazardous Materials from the Demised Premises and comply with applicable Maine and federal law as the same may be amended from time to time, including without limitation Chapter 851 of the Regulations for the Maine Department of Environmental Protection, Section 11 relating to "Closure;" and (vi) Tenant further agrees to deliver the Demised Premises to Landlord at the termination of this Lease free of all pollutants, contaminants, special wastes, underground storage tanks, asbestos, waste oil, petroleum and any other hazardous, pathological, radioactive, dangerous or toxic substances, materials, etc., (collectively sometimes referred to as "contamination") designated by such terms under any laws, ordinances or regulations, whether federal, state or local, or shall have remedied such contamination to the satisfaction of the relevant local, state, federal, or governmental entity or agency responsible for the review of such remediation. Tenant further agrees to (a) hold harmless and (b) indemnify Landlord for and against any and all claims, loss, costs, damages and expenses, including reasonable attorneys' fees, which may arise in the event that Tenant fails to comply with any of the provisions contained in this Paragraph. The terms of this Paragraph shall expressly



survive the expiration or earlier termination of this Lease. If the Tenant fails to take with diligence any action required by any governmental entity with respect to the removal and cleanup of any such Hazardous Substance or contamination, Landlord may, at its option retain such experts and consultants at the expense of the Tenant and take such action as Landlord deems advisable.

Section 6. Requirements of Public Authority: a) During the term of this Lease, Tenant shall cause to be observed, all present or future laws, rules, requirements, ordinances, orders, directions and regulations of any state, municipal or other governmental or lawful authority, affecting the Demised Premises, and with all requirements of the Board of Fire Underwriters and/or of any other body exercising similar functions and of all insurance companies writing policies covering the Demised Premises, or any part thereof, whether such laws, rules, requirements, orders, directions, ordinances or regulations relate to structural alterations, additions, improvements, or repairs, inside or outside, extraordinary or ordinary, or otherwise, to be in and about the Demised Premises, or any building thereon, or the changes or requirements incident to or as a result of any use or occupation thereof, or otherwise.

b) If Tenant shall desire in good faith to contest the validity or application of any such law, rule, requirements, order, direction, ordinance, or regulation Tenant may litigate the

requirements and such non compliance by Tenant during such contest shall not be deemed a breach of the covenants contained in this Section. Provided, however, that Tenant shall not have the right to litigate such requirements if the partial or total use of occupancy of the Demised Premises is adversely affected by the commencement of such litigation, or if a decision or judgment adverse to Tenant would cause a default under the terms of the Lease, or if the Demised Premises or any part thereof shall then immediately be subject to forfeiture.

Section 7. Covenant Against Liens: If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Demised Premises, Tenant shall cause the same to be discharged of record or bonded within ten (10) days after Tenant has notice of such lien. If Tenant or such other party on behalf of Tenant shall fail to discharge or bond such mechanic's lien, other lien, charge or order for the payment of money within such period, then Tenant shall be in default and Landlord shall, in addition to its other remedies, have the option to procure its discharge by paying the amount claimed to be due by deposit in Court or by bonding the same. Any amount paid by Landlord for any of the aforesaid purposes, and all reasonable legal and other expenses of Landlord, including reasonable counsel fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursement in connection therewith,

shall be repaid by Tenant to Landlord as Rent, within 10 days after notice.

Section 8. Subletting; Assignment and Use: a) Use. Tenant may use the Demised Premises only as an automobile service station for the sale of motor fuels with or without an automobile service garage and with or without an ancillary Mobil Mart store for the sale of food, sundries, automobile products and convenience items or items usually found in a Mobil Mart or national service station mart; provided this provision shall not limit Tenant to the sale of Mobil products or nationally branded motor fuels. No other use of the Demised Premises may be made without Landlord's prior consent which may be granted or withheld in its sole discretion. No automobiles, trucks, vans, equipment not used in the operation of the Demised Premises, trailers or other junk cars or unregistered vehicles may be stored or parked overnight on the Demised Premises.

b) Assignment - Subleasing. Tenant covenants and agrees that it will not assign this Lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Demised Premises without in each instance having first received the express written consent of Landlord; provided, however, Tenant may sublet the Demised Premises as a "Dealer Run" service station without Landlord's consent but after 30 days prior notice to Landlord. In any case where Landlord in its discretion shall consent to such assignment

or subletting or in the event of a permitted sublet as a "Dealer Run" service station: (1) any use of the Premises by any such sublet or assignment shall never violate Section 8(a) (the use clause); and (2) Tenant named herein shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease; and (3) Tenant shall enforce any and all defaults or violations of this Lease by such assignee or subtenant at Tenant's sole cost and expense.

Section 9. Building Name, Signs and Address: It is hereby understood between the parties hereto that Landlord shall have the right to designate the street address therefor. Tenant may, subject to federal, state and municipal regulations, control the placement of signs upon the Demised Premises and upon the buildings thereon. Such signs which shall be at Tenant's expense and shall be approved pursuant to Section 5 of this Lease; provided, however, that Tenant may, subject to such regulations, place such signage as is typical at national brand service stations; provided that this provision shall not limit Tenant to the sale of nationally branded motor fuels.

Section 10. Indemnity: a) Tenant shall indemnify and save harmless Landlord and any successor Landlord and the holder of any Landlord's mortgagee and each of them from and against any and all liability, damage, penalties or judgments arising from injury to

person or property sustained by anyone in and about the Demised Premises excepting those resulting from the intentional acts or negligence of Landlord or any successor Landlord or the intentional acts or negligence of its officers, agents, servants, employees, or contractors. This covenant shall be for the benefit of and be enforceable by the Landlord and Landlord's mortgagee, severally.

b) Neither Landlord nor holder of Landlord's Mortgage shall be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Demised Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, or sublessees, except for the intentional act or negligence of Landlord, or the intentional act or negligence of its officers, agents, servants, employees or contractors.

Section 11. Insurance: a) Tenant shall cause to be provided and kept in force during the term of this Lease, general comprehensive public liability insurance in a good and solvent insurance company or companies licensed to do business in the State of Maine (such insurance company or companies shall have a Best Rating of A-13 or higher), selected by Tenant, and reasonably satisfactory to Landlord in initial amounts of at least One Million Dollars (\$1,000,000) with respect to injury to or death of any one person or damage to property; and Two Million Dollars (\$2,000,000)

with respect to injury to or death of more than one person or damage to property in any one accident or other occurrence. Such policies shall include Landlord, its successors and assigns, as insureds. Such insurance shall be non-cancelable without ten (10) days' written notice to Landlord, and to each such Mortgagee. Such limits shall be increased every five years by the same percentage as the percentage increase which shall have occurred in the Consumer Price Index set forth in Section 3 above.

b) During the term of this Lease, Tenant shall cause all buildings and improvements erected or situated on the Demised Premises to be insured against all risks, including earthquake and loss or damage by fire and customary extended coverage, in an amount equal to the full replacement value thereof in a good and solvent insurance companies authorized to do business in the State of Maine. Such insurance company or companies shall have a Best Rating of A-13 or higher. The term "replacement value" shall be deemed to mean the cost of replacement of the buildings and improvements exclusive of foundations, excavations and footings, but including the cost of demolition of damaged structures. All such insurance shall insure the interests of Landlord, Tenant and Landlord's mortgagee.

c) Landlord and Tenant hereby waive all claims against each other arising out of any loss to the extent such loss is paid by insurance obtained by either party. This waiver shall not be

effective to the extent it invalidates any insurance of the waiving party or affects the right of the waiving party to recovery, and shall not cover the expense of law suits against an insurer to establish insurance coverage.

d) Tenant shall also maintain hazardous waste liability insurance on the Demised Premises naming Landlord as an additional insured with a good and solvent insurance company (having a Best Rating of A-13 or higher) during the term of this Lease substantially as set forth in Exhibit C to this Lease.

Section 12. Destruction. a) In the event that, at any time during the term of this Lease, the buildings and improvements on the Demised Premises shall be destroyed or damaged in whole or in part by fire or the elements or by any other cause whatsoever, then, Tenant shall cause the same to be repaired, replaced or rebuilt as nearly as practicable to the condition existing just prior to such damage or destruction, within a period of time which, under all prevailing circumstances, shall be reasonable. Tenant shall repair, replace, or rebuild the Demised Premises with due diligence. So long as Tenant has insured the Demised Premises for its full replacement value and all proceeds of insurance for such full replacement value are available to be disbursed to Landlord, Tenant may, in the event of such damage or destruction, terminate this Lease and tender such proceeds to the Landlord. Such election by Tenant must be made within thirty (30) days of the occurrence of

such damage or destruction or such election shall be waived by Tenant.

b) Prior to the commencement of any work necessary to repair, replace or rebuild the buildings and other improvements, Tenant shall furnish Landlord with complete plans and specifications, if any, for such repairing, replacing and rebuilding, which plans and specifications shall meet with the reasonable approval of Landlord, Landlord's Mortgagee, using the criteria set forth in Section 5 of this Lease, and with the approval of any governmental board, bureau or body then exercising jurisdiction with regard to such work. Tenant shall also at Landlord's written request assign to Landlord any contract with regard to the performance of such repairs, replacements or rebuildings by any general contractor or builder, said assignment by its terms to be effective upon any termination of this Lease, or upon Landlord's re-entry upon the Demised Premises following a default by Tenant and notice as herein provided. Landlord shall not be entitled to nor claim rights in any proceeds from any insurance policies carried for such buildings and improvements which are payable as a result of such damage or destruction. Tenant shall cause such repairs, replacement or rebuilding to be performed in accordance with the plans and specifications therefor and any applicable law, statute, ordinance, regulation or requirement of the federal, state or municipal governments. During the course of such repairing, replacing and rebuilding, Tenant shall carry for the protection of Landlord and



Landlord's Mortgagee, such liability insurance in such amounts as may from time to time be reasonably required by Landlord. Tenant shall not be entitled to any abatement or reduction in rent during the period of such restoration or rebuilding.

Section 13. Eminent Domain: a) If the whole of the Demised Premises or the entire use thereof shall be taken or condemned for any public or quasi-public use under any statute or by right of eminent domain or by purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking (or Purchase) of the Demised Premises pursuant to which more than twenty five (25%) percent of the portion of the Demised Premises improved at the date of this Lease and later improved according to the plans and specifications described in Section 5(a) hereof are so taken (or to be purchased) and/or the remaining part of the Demised Premises cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design and construction as existing immediately before such taking (or purchase), or the Demised Premises cannot be utilized by Tenant to operate its business in substantially the same manner as it did prior to the taking, then Tenant shall have the right to terminate this Lease by giving written notice of such termination to Landlord or on prior to the date sixty (60) days after the date of such taking (or purchase), and upon the giving of such notice of termination the term of this Lease shall expire and

come to an end on the last day of the calendar month in which such notice shall be given with the same force and effect as if said day had been originally fixed herein as the expiration date of the term of this Lease.

b) In the event of a taking (or purchase) resulting in the termination of this Lease pursuant to the provisions of paragraph a) of this Section 13, the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking and/or purchase in lieu of a taking. After deducting all expenses and costs, including attorneys' fees incurred in connection therewith, payable to either Landlord or Tenant, the proceeds shall be paid and applied as follows:

(1) Prior to Tenant's completion of its construction obligations set forth in Section 5 of this Lease:

(a) First, there shall be paid to Landlord, from said net award, a sum equal to the fair market value of Landlord's leasehold interest.

(b) Second, there shall then be paid to Landlord, from said net award, a sum equal to the fair market value of the land taken, as of the date of taking together with interest thereon from the date of taking to the date of payment at the rate paid on

said award. Landlord shall also be entitled to the then value of the building at the Demised Premises.

(c) Any part of said net award then remaining after the payments specified in subparagraphs (a) and (b) of this paragraph b) shall be split equally between Tenant and Landlord.

(2) Subsequent to the completion of Tenant's construction obligations set forth in Section 5 of this Lease:

(a) First, there shall be paid to Landlord from said net award, a sum equal to the fair market value as determined by the Taking Authority of the land taken as of the date of the taking together with interest thereon from the date of the taking to the date of payment at the rate paid on said award; provided, however, if the Taking Authority does not make a specific separate determination of value of the land taken, then such fair market value shall be determined by appraisal.

(b) Second, any part of said net award then remaining after the payments specified in subparagraph (a) (1) of this paragraph b) (2) shall be paid to Tenant up to an amount equal to the unamortized hard costs of Tenant's construction improvements and unamortized soft costs not to exceed Twenty Five Thousand Dollars (\$25,000); such amortization schedule to be based on a fifteen (15) year straight line amortization schedule.

(c) Third, any part of said net award then remaining after the payments specified in subparagraphs (a) and (b) of this paragraph b) (2) shall be paid to Landlord in an amount equal to the then value of the Landlord's interest in the building. If such value shall be officially determined and stated in the condemnation proceedings, such value shall control. If not so determined, and unless agreed upon by the parties to this Lease, the Landlord's interest in the building shall be determined by arbitration. The cost of arbitration shall be equally split among Landlord and Tenant.

(d) Fourth, any part of said net award then remaining after the payments specified in subparagraphs (a), (b) and (c) of this paragraph b) (2) shall be split equally between Tenant and Landlord in compensation for the Landlord's and the Tenant's lease hold interest.

These sections and subparagraphs shall in no event preclude Landlord or Tenant from disputing any amounts or fair market values determined by the Taking Authority for any of the values set forth herein.

c) In the event of a partial taking or purchase not resulting in the termination of this Lease, Tenant shall cause to be made all repairs to the buildings and improvements on the Demised Premises affected by such taking to the extent necessary to

restore the same to a complete architectural unit, taking into consideration the amount of land remaining after such taking.

d) In the case of a second or any other additional partial taking or takings from time to time, the provisions hereinabove contained shall apply to each partial taking.

Section 14. Mortgages. a) Tenant hereby covenants and agrees that during the term of this Lease, Landlord may mortgage or otherwise create any security or other consensual liens or encumbrances upon or affecting the fee interest in the Demised Premises. This Lease will be subordinate to all future mortgages provided that Landlord obtains a "Subordination, Non Disturbance and Attornment" agreement in form satisfactory to Landlord's Mortgagee; provided that Tenant's rights are not disturbed by such agreement.

b) Tenant covenants to execute, whenever required by the Landlord, a proper instrument of subordination evidencing the provisions of this Section 14 provided that Landlord obtains a "Subordination, Non Disturbance and Attornment" Agreement from its mortgagee for Tenant as set forth in Section 14 a) above. Landlord and Tenant agree that this Lease shall not be modified in any respect without the prior written consent of the Landlord's mortgagee. Further, Tenant agrees that, in the event the Landlord's mortgagee shall acquire title to the Demised Premises by

foreclosure or otherwise, it will attorn to and recognize the mortgagee, its successors or assigns as its Landlord provided Tenant's rights are not disturbed by said Agreement. Nothing herein shall relieve Tenant or its Mortgagees from the obligation to use the Demised Premises in accordance with the provisions of Section 8 hereof.

Section 15. Covenant of Quiet Enjoyment and Landlord's Exculpatory Clause. Tenant, subject to the terms and provision of this Lease on payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Demised Premises during the term without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's period of interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Demised Premises for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any judgment nor shall Landlord be required, to respond in monetary damages from their assets other than their interest in the Demised Premises. It is further understood and agreed that with respect to any services

to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licenses, or any person claiming by, through or under Tenant, or any termination for any reason of Landlord's occupancy of the Demised Premises from which the service is being supplied by Landlord, and in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

Section 16. Landlord's Remedies. a) It is covenanted and agreed that if Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in this Lease and on its part to be performed or observed within thirty (30) days after written notice of default, (except for payment of Minimum Rent, Percentage Rent component of Additional Rent or other charges, in which case there shall be no notice of default or cure period required except that notwithstanding the above, Landlord shall not more than two (2) times in any given calendar year, give Tenant notice and Tenant shall have seven (7) days to cure such monetary default) or if the estate hereby created

shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of the Federal Bankruptcy Code now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file for the reorganization, or for arrangement under any provision of the Federal Bankruptcy Code now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts - then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord lawfully may, immediately or at any time thereafter, pursuant to the law of the State of Maine and to court order, enter into and upon the Demised Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this Lease shall terminate; and Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, whether by summary proceeding, termination, or



otherwise, that Tenant shall, as of the date of such termination, immediately be liable for and pay to Landlord the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, Landlord shall have all remedies available to Landlord in law or in equity, including, without limitation, the remedy of Forcible Entry and Detainer.

(b) Notwithstanding anything in this Lease to the contrary, Landlord and Tenant, for themselves, and their heirs, successors, and assigns hereby knowingly, willingly and voluntarily waive any and all rights such party may have to a trial by jury in any Forcible Entry and Detainer ("FED") action or proceeding brought by the other, or the other's successors and/or assigns based upon or related to the provisions of this Lease. Landlord and Tenant hereby agree that any such FED action or proceeding shall be heard before a single judge of the appropriate District Court or a single judge of the appropriate Superior Court, or a Federal District Court Judge sitting in the District of Maine.

(c) Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform

any such obligation. Tenant shall have the remedy of specific performance in addition to other remedies available to Tenant under this Lease.

(d) Should Landlord bring suit for any relief against the Tenant arising out of Tenant's default of the Lease (which default is not cured within applicable cure periods, if any), the Landlord shall be entitled to all costs, expenses and reasonable attorneys' fees that may be incurred in connection therewith. In the event, and only in the event that the Landlord transfers the Demised Premises to an unrelated third party, which party is not an affiliate or a family member of an affiliate of Landlord, or a transfer resulting from a merger or consolidation of Landlord or Landlord's Beneficiaries or affiliates, then, and only then, the following sentence shall be applicable: In the event it shall be necessary for either party to bring suit in order to enforce any provision of this Lease on the part of the other to be performed, the prevailing party shall be entitled to collect reasonable attorneys' fees, costs and disbursements from the other in connection with the aforesaid enforcement proceedings. The change of Trustees will not be defined as a sale or transfer under this Section.

Section 17. Waivers. Failure of Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach

of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but shall only be deemed a part payment on account, and Landlord shall have the right to accept any partial payment as part payment on account, notwithstanding any endorsements to the contrary included with or upon such payment.

Section 18. Force Majeure. In the event that Landlord shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of labor strikes or lock-outs, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of any other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Tenant shall in no event be in default of its non monetary obligations hereunder if Tenant's failure to perform is caused by strike, lock out, order or regulation of or by any governmental authority or because of war or other bona fide emergency; and the period for the performance of such act shall be excused for the period of the delay and the period of performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that this paragraph shall

not excuse the Tenant's obligation to perform any of its monetary obligations.

Section 19. Notices. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested,

i) if to Tenant at Down East Energy Corp., 172 Main Street, South Portland, Maine 04106 Attention: James P. Morrell; with a copy to Edgar S. Catlin, III, Esquire, Eaton, Peabody, Bradford & Veague, P.A., 167 Park Row, Brunswick, Maine 04011; and

ii) if to Landlord c/o Joseph F. Dugas, Trustee of the Merrimack Industrial Trust, P.O. Box 271, 275 Mill Way, Barnstable Harbor, Massachusetts 02630, or such other address as either party may designate by notice given from time to time in accordance with this Section and a copy to Gregory A. Tselikis, Esq., Bernstein, Shur, Sawyer & Nelson, 100 Middle Street, P.O. Box 9729, Portland, Maine 04104. Notices shall be deemed effective on the date such writing shall have been post marked.

Section 20. Estoppel Certificate - Subordination - Attornment - Mortgage. At any time, and from time to time, upon the written request of Landlord, Tenant, or any Landlord's mortgagee, Tenant or

Landlord as the case may be within fifteen (15) days of the date of such written request agrees to execute and deliver to the other, without charge and in a form reasonably satisfactory to Landlord, Tenant, and/or such mortgagee, a written statement: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying that Tenant is in occupancy of the Demised Premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated and agreeing not to amend, modify or cancel this Lease without Landlord's mortgagee's written consent; (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by the other have been satisfied and performed except as shall be stated; (v) certifying that Landlord (or Tenant as the case may be) is not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord (or Tenant), or stating the defaults and/or defenses claimed by the other; (vi) reciting the amount of advance rent, if any, paid by Tenant and the date to which such rent has been paid and agrees not to prepay rent more than ten (10) days in advance; (vii) reciting the amount of security deposited with Landlord, if any; and with regard to written statements requested by Landlord or Landlord's mortgagee only, (viii) any other information which Landlord or the mortgagee shall require.

The failure of Tenant to execute, acknowledge and deliver to Landlord and/or any mortgagee of Landlord a statement in accordance with the provisions of this paragraph within the period set forth shall constitute an acknowledgement by Tenant which may be relied upon by any person holding or intending to acquire any interest whatsoever in the Demised Premises that this Lease has not been assigned, amended, changed or modified, is in full force and effect and that the Minimum Rent, Tenant's share of Common Area Expenses and Taxes, Utility Charges, and the Percentage Rent component of Additional Rent have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statement and shall constitute as to any persons entitled to rely on such statements a waiver of any defaults by Landlord or defenses or offsets against the enforcement of this Lease by Landlord which may exist prior to the date of the written request, and Landlord, at its option, may treat such failure as an event of default. Tenant agrees that, <sup>provided</sup> except as hereinafter provided, this Lease is, and all of Tenant's rights hereunder are and shall always be, subject and subordinate to any mortgage, leases of Landlord's property (in sale-leaseback) pursuant to which Landlord has or shall retain the right of possession of the Demised Premises or security instruments (collectively called "Mortgage") that now exist, or may hereafter be placed upon the Demised Premises or any part thereof and to all advances made or to be made thereunder and to the interest thereon, and all renewals, replacements, modifications, consolidations, or extensions thereof; that if the

*provided Tenant's rights are not disturbed as provided in Sec. 14*

*J.S.D. '14*

holder of any such Mortgage ("Mortgagee") or if the purchaser at any foreclosure sale or at any sale under a power of sale contained in any Mortgage shall at its sole option so request, Tenant will attorn to, and recognize such Mortgagee or purchaser, as the case may be, as Landlord under this Lease for the balance then remaining of the term of this Lease for the balance then remaining of the term of this Lease, subject to all terms of this Lease, and that the aforesaid provisions shall be self-operative and no further instrument or document shall be necessary unless required by any such Mortgagee or purchaser. Notwithstanding anything to the contrary set forth above, any Mortgagee may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by execution of a written document subordinating such Mortgage to this Lease to the extent set forth therein, and thereupon this Lease shall be deemed prior to such Mortgage to the extent set forth in such written document without regard to their respective dates of execution, delivery and/or recording and in that event, to the extent set forth in such written document such Mortgagee shall have the same rights with respect to this Lease as though this Lease has been executed and a memorandum thereof recorded prior to the execution, delivery and recording of the Mortgage and as though this Lease has been executed and a memorandum thereof recorded prior to the execution, delivery and recording of the Mortgage and as though this Lease has been assigned to such mortgagee. Should Landlord or any Mortgagee or purchaser desire confirmation of either such subordination or such attornment, as the case may be,

Tenant upon written request, and from time to time, will execute and deliver without charge and in form satisfactory to Landlord, the Mortgagee or the purchaser all instruments and/or documents that may be requested to acknowledge such subordination and/or agreement to attorn, in recordable form. In the event Tenant fails to execute and deliver the instruments and documents as provided for in this paragraph within the time period set forth, Landlord may treat such failure as an event of default.

Section 21. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.

Section 22. Partial Invalidity. If the term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 23. Short Form Lease. The parties will at any time, at the request of either one or any mortgagee, promptly execute an instrument, or instruments, in recordable form, which constitutes



a short form of lease setting forth a description of the Demised Premises, the term of this Lease and any other portions thereof as either party may request including without limitations a notice pursuant to 33 M.R.S.A. Section 455 or as may be required by an applicable law, ordinance or governmental rule or regulation.

Section 24. Interpretation. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for the reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The term "Landlord" whenever used herein shall mean only the owner at the time of Landlord's interest herein, and upon any sale or assignment of the interest of Landlord herein, pursuant to the terms hereof, its successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord.

Section 25. Entire Agreement. No oral statement or prior written matter shall have any force or effect. Tenant and Landlord agree that they are not relying on any representation or agreements other than those contained in this Lease. This Agreement shall not

be modified or cancelled except by writing subscribed by all parties.

Section 26. Holding Over. In the event Tenant continues to occupy the Premises after the last day of the term hereby created, or after the last day of any extension of said term, and the Landlord elects to accept rent thereafter, a tenancy from month to month only, shall be created and not for any longer period. During such holdover period, Landlord will charge and the Tenant agrees to pay double the amount of the immediately preceding monthly Minimum Rent plus an amount equal to the fair market rent of the building on the Premises as reasonably determined by Landlord.

Section 27. Successors and Assigns. The obligations of each party hereunder shall be binding upon such party and its successors and assigns and shall enure to the benefit of the other party hereto and its successors and assigns. Except as otherwise provided herein, the expressions "Landlord" and "Tenant" shall mean, to the extent the context permits, not only the Landlord and Tenant named herein, respectively, but also their respective successors and assigns.

Section 28. Security Deposit. Upon the execution of this Lease, Tenant shall pay over to Landlord the sum of Ten Thousand Dollars (\$10,000.00) which may be held by Landlord as provided herein, without interest, as a Security Deposit for the faithful

performance of all of Tenant's obligations hereunder. Landlord shall have the right to apply any part or the whole of said deposit to the curing of any default that may then exist without prejudice to any other remedy which Landlord may have on account thereof and in addition, but not in limitation of Landlord's rights, Landlord shall have the right to deduct rent, interest and other late payment charges from the Security Deposit in the event that the Tenant's payments of Minimum Rent or other charges required pursuant to this Lease are received beyond the specified time limit in this Lease. If Landlord deducts rent, interest and/or other late payment charges from the Security Deposit, Tenant will immediately, upon demand by Landlord replenish the Security Deposit by paying to Landlord a sum equal to the amount necessary to so replenish the full Security Deposit. Should the Demised Premises be conveyed by Landlord, such deposit, or the balance thereof, may be turned over by Landlord to Landlord's transferee, and, if such is done, Tenant hereby releases Landlord from any and all liability with respect to the deposit and its application or return; Tenant agrees to look only to such transferee thereafter. Landlord shall have the right to commingle said Security Deposit with other funds. If Tenant: a) shall have fully and promptly complied with all of the terms and conditions of this Lease and is not in default of its obligations under this Lease, b) has fully completed all of its construction obligations as set forth in Section 5 a) and Section 5 b) of this Lease, c) has obtained final lien waivers from all contractors, subcontractors and material men for such construction,

and d) is no longer paying Construction Period Minimum Rent and is paying the Minimum Rent set forth in Section 3 of this Lease; then said deposit shall be released by Landlord and shall be paid over to Tenant.

Section 29. Brokerage Commission. Tenant warrants that it has not dealt with a broker and will indemnify and hold Landlord harmless of and from any broker claiming a commission hereunder.

Section 30. Authority. The undersigned Trustee represents:  
a) that he is the <sup>Trustee</sup> Trustee of the Merrimack Industrial Trust, that the Trust is in full force and effect and that he has the full authority under the terms of the Trust to grant a leasehold interest in the Demised Premises for the full term hereof; and b) that the Trustee is not aware of having received any modifications or documents from any regulatory agency regarding a hazardous environmental condition at the Demised Premises.

Section 31. Shell Oil Company Lease. Landlord and Tenant acknowledge that the lease between Shell Oil Company and the Landlord dated March 4, 1971, as amended, and previously assigned to Tenant shall have been terminated prior to the execution of this Lease.

Section 32. Right of First Refusal. During the <sup>initial</sup> term of this Lease and any Option Term of this Lease and in consideration of the

terms hereof so long as Tenant is not in default of its obligations under this Lease, Landlord hereby agrees not to sell the Demised Premises pursuant to a bona fide offer, without first offering the Demised Premises to Tenant on the same terms and conditions as such bona fide offer, by giving Tenant written notice. Tenant shall have 30 days in which to give Landlord written notice of Tenant's election to purchase. This Section shall not be applicable to a sale or transfer of the Demised Premises to a Beneficiary of the Landlord or to an affiliate or family member of an affiliate or a sale or transfer resulting from a merger or consolidation of Landlord or Landlord's Beneficiaries or affiliates. The change of Trustees will not be defined as a sale or transfer under this Section.

Section 33. Covenant of Non-competition. Landlord shall not operate a service station or service garage within a one (1) mile radius of the Demised Premises. In the event of a breach of this covenant, Tenant may bring an action for specific performance, including without limitation, the right to injunctive relief. This covenant shall bind the heirs, successors and assigns of Landlord. In no event, however, shall the Landlord ever be liable to Tenant for consequential or punitive damages.

Section 34. Title Contingency. By the end of business on November 23, 1992, Tenant shall have caused a title search to be performed on the Demised Premises. If there is any condition of

title which would render the title unmarketable and therefore unsuitable for Tenant to perform its construction obligations under Section 5 of this Lease, Tenant shall, before the end of business on November 23, 1992 give Landlord written notice of such condition, (specifying the condition with particularity and providing Landlord with abstracts and copies of the condition objected to by Tenant); and Tenant's construction obligation shall be suspended until such time as the condition rendering title unmarketable and therefore unsuitable for Tenant to perform its construction obligations has been cured. Any curative actions shall be solely at Landlord's election. If no notice is received by Landlord on or before the end of business on November 23, 1992, Tenant shall have waived its right to object to the condition of title of the Demised Premises.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this instrument to be signed as of the day and year first written hereinabove.

DOWN EAST ENERGY CORP.

By: James P. Morrell  
JAMES P. MORRELL,  
ITS  
THEREUNTO DULY AUTHORIZED

MERRIMACK INDUSTRIAL TRUST

By: Joseph F. Dugas, Trustee  
JOSEPH F. DUGAS, ITS TRUSTEE  
AND NOT INDIVIDUALLY

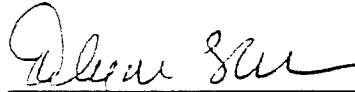
STATE OF MAINE

CUMBERLAND, SS.

March 1  
~~October~~, 1992

PERSONALLY APPEARED the above-named James P. Morrell,  
Via Power of Attorney of Down East Energy Corp. aforesaid, and  
acknowledged the foregoing instrument to be his free act and deed  
in his said capacity and the duly authorized free act of Down East  
Energy.

Before me,



Name: Edgar S. Linnell

~~Notary Public~~ Attorney at Law

Exhibit A to Lease Agreement by and between Joseph F. Dugas,  
Trustee of the Merrimack Industrial Trust as Landlord and  
Down East Energy Corp., as Tenant

A certain lot or parcel of land situated on the Southerly side of Congress Street at Libby's corner in Portland, County of Cumberland, and State of Maine, and bounded and described as follows:

Beginning at the Northwest corner thereof at said Congress Street; thence running

Southwesterly by the westerly side line of land formerly of Rollins and formerly of Hirning and by the same line extended to a point, which point is 175 feet southwesterly from said Congress Street; thence turning and running

Southeasterly by land formerly of Rich, 200 feet, more or less, to a point, which point is 142 feet southerly from said Congress Street; thence turning and running

Northeasterly by land formerly of Rich, 142 feet to a point at said Congress Street; thence turning and running

Northwesterly by said Congress Street, 175 feet to the point of beginning. Together with the right to use for ingress and egress a right of way 35 feet to and from Congress Street, parallel to the Easterly side line of the above described parcel, for the depth of 100 feet.

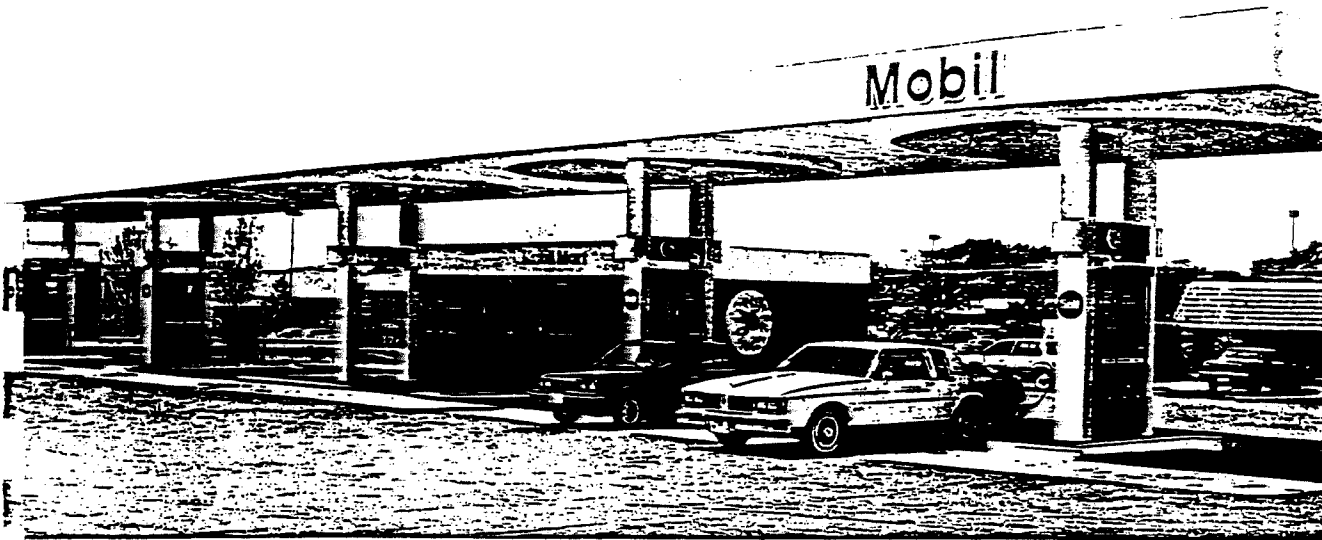




Exh B

Exhibit B to Lease agreement  
by and between Joseph F. Dupas,  
Trustee of the Newmark Fuel Trust  
as Lessor and DuPont East Energy Corp  
as Tenant

PLN  
9.3



**Pegasus 21 Station  
with 4 Fueling Islands  
and Mobil Mart**

JF  
D. 20.

# PEGASUS 215 Station with 4 Fuel Islands and Mobil Mart



## White "See-Through" Canopy

- Simple, clean and unobtrusive, it is architecturally neutral and respectful of adjoining properties.
- Slim, floating roof line and "wall-less" design do not obstruct visibility of surrounding environment.
- Uniquely Mobil in appearance, the canopy architecturally integrates the fuel dispensers into the overall design.
- Twin-column design houses all utilities and roof drainage, leaving an uncluttered, attractive appearance.
- Concealed source lighting system is energy efficient and totally hidden from view.
- Guides customers quickly and safely to fueling positions and provides important weather protection and shade.

## Signage and Graphics

- Internally illuminated Mobil ID/price sign allows motorists to make a quick purchasing decision.
- Sturdy, easy-to-change snaplock equipment is used for all promotional and product signage. Keeps signs neat, clean and crisp.
- Canopy and Mobil Mart legends add visual definition and inform consumers from off-site of available products and services.



*Handwritten signature or initials.*