

189-A-11

1997-007

1214 Congress St.

Wendy's / Tim Harten's

Wendy's International

on Spreadsheet

December 18, 1997

Mr. Joseph E. Gray, Jr.
Director of Planning and Urban Development
City Hall, 4th Floor
389 Congress St.
Portland, ME 04101

Dear Mr. Gray;

As a resident of Powsland Street in Portland, I appreciate having been notified of new developments in my neighborhood. I am speaking specifically of the Planning Board's consideration of the construction of a Wendy's drive-through restaurant and Tim Horton's donut shop with a drive-through, proposed for 1214 Congress Street. I would like to take this opportunity to express my opposition to this plan for the following reasons.

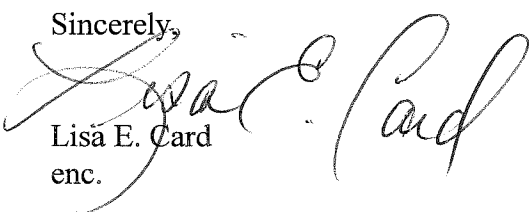
As you may or may not know, that section of Congress St. is very busy with both foot and automobile traffic. The on and off ramps of I-295 only add to an already heavily traveled street. My number one reason for opposing this construction is due to the increased traffic that will be added during school times. That section of Congress street is already so busy that our neighborhood petitioned the city of Portland, and were granted the right, to move our neighborhood school bus stop from the corner of Powsland and Congress streets to the middle of Powsland Street for the safety of the 15 children that take the School bus every day. Several of the children in this neighborhood will be walking to and from King Middle school in 1998, and several years following. They will be subjected to some drivers that may not be looking for these students. Instead their goal is to get in and out of these establishments as quickly as possible.

My second concern is that there are several family owned businesses in that vicinity that will be adversely effected by these proposed businesses. I believe that Portland has a responsibility to nurture these family owned businesses. It is important to all of us, as neighbors, to maintain a community that has pride in itself. These businesses, among many other things, support local sports teams for the young and old. We as a community need to support them for the good that they do for the neighborhood.

I sincerely hope that you will strongly consider what Wendy's and Tim Horton's donut shop will do to the neighborhood before you make any decisions.

Thank you for your time and attention to my concerns.

Sincerely,


Lisa E. Card
enc.

TO RESIDENTS AND PROPERTY OWNERS IN THE VICINITY OF
1214 CONGRESS STREET

On Tuesday, December 9, 1997, the Portland Planning Board will consider a plan by Wendy's to construct a 5,500 sq. ft. building for a Wendy's restaurant with a drive-through and a Tim Horton's donut shop with a drive-through located at 1214 Congress Street. Access will be from Congress Street. The site is approximately .84 acres and zoned B-2.

The meeting is a workshop session and is scheduled to begin at 3:30 p.m. in Room 209, City Hall, 389 Congress Street, Portland, Maine. The workshop is an opportunity for the applicant to present a plan to the Planning Board in an informal session, which is open to the public. Public comments are not generally received at the workshop meeting. If you wish to submit written comments on the proposal, please address your comments to Joseph E. Gray, Jr., Director of Planning and Urban Development, City Hall, 4th Floor, 389 Congress Street, Portland, Maine 04101.

Alexander Jaegerman
Chief Planner

1-9-98

10 Joseph E Gray Jr
Director of Planning + Urban Development
City Hall forth floor
389 Congress St
Portland Maine

Dear Sir

04101

In regard to the Baxter Blvd improvement
it could be that the entrance + Exits, it
should be noted that the roads are at a
45° angle making it impossible to see when driving
in + out, if they were improved to 90° angles
it would cut the accidents down to about
nothing.

Please consider
Thank You

Philip Beaumier
625 Stevens Ave + 899 Forest Ave
Portland Maine

04103

JOHN A. CANNON, DONNA J. CARR, D.O.

January 13, 1998

Joseph E. Gray, Jr.
Director of Planning and Urban Development
City Hall, 4th Floor
389 Congress Street
Portland, ME 04101

Dear Mr. Gray:

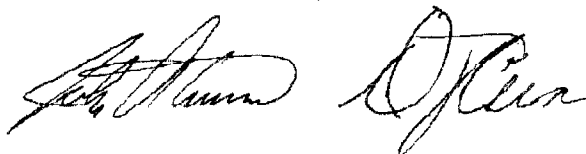
We are submitting the following comments on the plans for a Wendy's restaurant and Tim Horton's donut shop at 1214 Congress Street. Generally we are supportive of growth and development and attended the earlier hearings on proposed business residence on Sewall Street. However, the proposal for a drive through restaurant is of deep concern to us because of the increase in turning traffic and its close location to the acceleration lane for the I-295 on ramp.

As residents of this area, we are frequent witnesses to the traffic backups, accidents and near accidents that occur with increasing regularity in this section of Congress Street. Adding such an establishment will only increase these types of problems. The large number of vehicles making turns in and out of this establishment will cause a rise in the number of vehicle accidents. Its proximity to the on-ramp for I-295 will exacerbate the problem.

With all of the attention given to the problems faced by the residents of Brighton Avenue and Riverside Streets in co existing with the rapid growth of vehicles in their front yards, we are fearful that a similar fate awaits Congress Street and its environs. Such a proposal deserves rejection until a more efficient and practical route is built to provide direct access from I-295 to Thompson's Point.

Thank you for your consideration.

Sincerely,



John A. Cannon & Donna J. Carr, D. O.

CC: Tom Kane, City Council

Area Residents

143 Frances Street
Portland, ME 04102
January 8, 1998

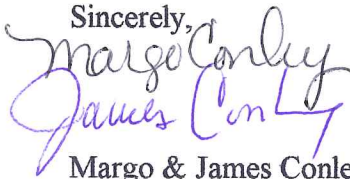
City Councilors and City Planner,

As residents and property owners in the vicinity of 1214 Congress Street, my husband and I are in strong opposition to the construction of a 5,500 square foot building for a Wendy's restaurant and drive through as well as a Tim Horton's donut shop and drive through. This section of Congress Street has been the site of numerous motor vehicle accidents in recent years. West on Congress Street a few hundred feet away of mentioned address a neighborhood woman was killed by a motor vehicle while crossing the street after attending Mass last year.

There are plenty of businesses on this strip now. We do not need or want any more of them. Furthermore, Congress Street is surrounded by residential neighborhoods. Our children and our neighbor's children frequent neighborhood variety stores- ie: Puffin Stop, Anania's, and the NY Deli. As it is, many of us parents discourage our children's trips to Congress Street. We have a freshman in high school and a sixth grader who we warn frequently of the dangers of Congress Street. For years they were forbidden to walk or ride their bikes on Congress Street. We still cringe when we know they will be on that treacherous street.

Two more businesses with vehicles driving in and out of these establishments add numerous opportunities for more vehicular and pedestrian accidents- PLEASE, please Mr. Gray, City Councilors, and Planning Board think long and hard on this proposal. Also, please do your homework and get the statistics on the number of accidents that have occurred in this vicinity during the past year to year and a half. We feel these facts will help clarify our feelings and concerns and will open all your eyes to our concerns.

Sincerely,



Margo & James Conley
No Relation to the Deceased Charlotte Connolly

Bruce a. Fowler
166 Bolton Street
Portland, Me 04102

December 15, 1997

Joseph Gray Jr.
Dir. of Planning and Urban Development
City Hall, 4th Floor
389 Congress Street
Portland, Me 04101

Re: 1214 Congress Street Development by Wendys/Horton,s Donuts

Dear Mr. Gray,

This letter is in protest to the proposed construction of a Wendy's restaurant and donut shop at 1214 Congress Street. I have lived on Bolton street since 1985, and have watched the neighborhood deteriorate from a quite urban area with lots of children playing to what is today a busy through-fairway between Brighten and Congress street. Children have been hit by cars in the neighborhood, parked cars are often hit by racing vehicles, and the street is feared by all. Just last year after much complaining to local police and authorities traffic control measures were instituted on Bolton Street to slow the fervor of the cut-through driver mentality. This fall a traffic light was installed at the catholic church so folks could safely cross Congress street. Adding further incentives for traffic to this obviously congested area, seems contradictory to recent efforts to control traffic in these neighborhoods.

To emphasize my point, I request you try to drive through this area of Congress street any workday during the rush hour traffic periods. Entering or exiting the side streets off Congress (Mass Ave Whitney, Bolton, etc.) is very frustrating and often dangerous. Traffic is always backed up at least 5 minutes on the I-295 (in a southerly direction) ramp to Congress Street west, and often traffic is backed up onto the highway itself! This is a very dangerous situation, that currently needs a remedy. I see little sense in adding more congestion for the soul purpose of a hamburger and a donut purchase, when these services already exist in this area (i.e. Tony donut shop and Anianias) and are an integral part of the historical way of life here.

I appreciate the pressure the planning board is under from the ever expanding domain of the giant burger conglomerates, but I plead with you to stop this proposal. I believe the traffic snarl at Morrils corner created by the McDonalds, and there own personal stoplight (or two) should serve as an example of the negative effects of accommodating "burger traffic" on intersection congestion. It is hard to imagine the thought processes that led to Mcdonalds getting their own stoplight at this intersection. I see the Congress street scenario as a very similar situation. The increased development already permitted in this "B-2 zoned" area e.g. the Doubletree Hotel expansion, the bus station construction, the expansion of the Mobil station, among others, have already significantly increased traffic congestion. Need we make the same mistake twice!

Need you be reminded that this area of Portland is a neighborhood first, where residents are already struggling to hold onto a way of life that promotes strong neighborhoods, and a "b-

zoned” commercial area second. The deterioration of households closer to Congress street is evident even to the drive through observer. Note, check the police record for disturbances and break-ins in the area before you introduce a late night “hang-out” element to the area. Increased congestion, and late night hangouts can only serve to further degrade this area. As the planning board member your responsibility is as much to the residents of Portland as to the zoned B-2 developers. Please help us ditch this bad idea before it gets started.

Sincerely,

A handwritten signature in blue ink, appearing to read 'BAF', with a long, sweeping underline that extends to the right.

Bruce A. Fowler

cc:Tom Kane Selectman

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued by:
ATLANTIC TITLE COMPANY
76 ATLANTIC PLACE
SOUTH PORTLAND, MAINE 04106
(207) 774-4400

CHICAGO TITLE INSURANCE COMPANY

By:

John R. ...
President

By:

Thomas J. Adams
Secretary



Samuel H. Merrill
Authorized Signatory

A.L.T.A COMMITMENT
SCHEDULE A
Effective Date
October 27, 1997 @ 4:00 p.m.

CC-2454
1232 Congress Street
Portland, Maine

Atlantic Title Company
76 Atlantic Place
South Portland, Maine 04106
(207) 774-4400

1. Policy or Policies to be issued:
OWNER'S:
Alta Owner Policy (10-17-92)
Proposed Insured:

Tim Donut U.S. Limited, Inc.

LOAN:
Alta Loan Policy (10-17-92)
Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

Olympia Equity Investors I, L.P. by virtue of warranty deed from Joseph F. Dugas, Trustee of Merrimack Industrial Trust, dated February 10, 1997, recorded in the Cumberland County Registry of Deeds in Book 12942, Page 263.

3. The land referred to in the Commitment is described in Exhibit A.

SCHEDULE B - SECTION 1

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
- a) Recordation of properly executed Deed from *Olympia Equity Investors I, L.P.* to *Tim Donut U.S. Limited, Inc.* conveying the land described in Exhibit A.

NOTE: Copies of said executed document must be provided to Atlantic Title Company.

2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.

Schedule B - Section 1 - Continued

3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable; including those shown at No. 5 following.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
5. Pay the following:
 - a. General taxes for current taxable year and other municipal charges which constitute a lien.
 - b. Assessments for sewer and water usage.
6. Receipt of current Category 2 Land Title Survey and surveyor's report in order to modify or delete Item 6 of Schedule B - Section 2 herein.
7. Receipt of properly executed Maine Affidavit, Maine Purchaser's Affidavit and Maine Waiver of Lien Affidavit in order to modify or delete Items 4 and 5 of Schedule B - Section 2 herein from the loan policy only.
8. Receipt of satisfactory documentation to enable the Company to delete the mechanics' lien exception in a loan policy when proceeds are not fully disbursed.
9. Receipt of satisfactory evidence of the legal existence of *Olympia Equity Investors I, L.P. and Tim Donut U.S. Limited, Inc.*
10. Receipt of satisfactory evidence of the authority and incumbency of the individuals executing any instruments on behalf of *Olympia Equity Investors I, L.P. and Tim Donut U.S. Limited, Inc.*
11. The Company reserves the right to raise any such additional exceptions or requirements as it deems necessary upon its review of the instruments to be insured.
12. Receipt and recordation of Partial Release of Mortgage from Olympia Equity Investors I, L.P. to Peoples Heritage Savings Bank in the original principal amount of \$5,200,000.00, dated May 13, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13075, Page 183.
13. Receipt and recordation of Partial Release of Assignment of Leases and Rents from Olympia Equity Investors I, L.P. to Peoples Heritage Savings Bank dated May 13, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13075, Page 202.
14. Receipt and recordation of Partial Release of UCC-1 Financing Statement by and between Olympia Equity Investors I, L.P., debtor and Peoples Heritage Savings Bank, secured party dated May 13, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13075, Page 215.

Schedule B - Section 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed Insured acquires for value of record the estate or interest or mortgage thereon, covered by this Commitment.
2. Any owner's policy issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof. Any loan policy will contain under Schedule B Standard Exceptions 1, 2 and 3 unless a satisfactory survey and inspection of the premises is made.
3. Taxes assessed as of April 1, 1996 and for subsequent years.
4. Rights of present tenants, lessees or parties in possession.
5. Any liability for mechanics' or materialmen's liens.
6. Any state of facts which a current survey acceptable to the Company and personal inspection of the premises would show.
7. The exact acreage or contents measurements of the premises will not be insured.
8. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets, roads and ways.
9. Pole line easement to Central Maine Power Company and New England Telephone and Telegraph Company dated November 29, 1973 and recorded in the Cumberland County Registry of Deeds in Book 3506, Page 335.
10. Easement from CSR Associates to Portland Water District dated November 12, 1973 and recorded in the Cumberland County Registry of Deeds in Book 3486, Page 243.
11. Easement deed from William H. P et al., Trustee of Merrimack Industrial Trust to C.S.R. Associates dated February 8, 1979, recorded in the Cumberland County Registry of Deeds in Book 4385, Page 176.
12. Notices of Layout and Taking from the State of Maine Department of Transportation dated December 2, 1970, recorded in the Cumberland County Registry of Deeds in Book 3153, Page 761, dated January 18, 1983, recorded in Book 6110, Page 287 and dated April 10, 1984, recorded in Book 6432, Page 216.
13. Terms and conditions of Lease by and between Merrimack Industrial Trust/Joseph F. Dugas, as Landlord and C.S.R. Associates, as Tenant, a Memorandum of which is dated May 8, 1986 and recorded in the Cumberland County Registry of Deeds in Book 7251, Page 294.

Schedule B - Section 2 - continued

14. Rights and easements conveyed to New England Telephone and Telegraph Company and Central Maine Power Company dated September 11, 1986, recorded in the Cumberland County Registry of Deeds in Book 7498, Page 184.
15. Relevant terms and provisions of Lease Agreement by and between Joseph F. Dugas, Trustee of Merrimack Industrial Trust and Down East Energy Corp. dated November 1, 1992 as evidenced by Memorandum of Lease dated June 12, 1993, recorded in the Cumberland County Registry of Deeds in Book 10543, Page 349. Section 33 of this Lease contains a non-compete covenant with respect to a garage or service station.
16. Mortgage from Olympia Equity Investors I, L.P. to Peoples Heritage Savings Bank in the original principal amount of \$5,200,000.00, dated May 13, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13075, Page 183.
17. Assignment of Leases and Rents from Olympia Equity Investors I, L.P. to Peoples Heritage Savings Bank dated May 13, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13075, Page 202.
18. UCC-1 Financing Statement by and between Olympia Equity Investors I, L.P., debtor and Peoples Heritage Savings Bank, secured party dated May 13, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13075, Page 215.
19. Rights of others in and to the use of appurtenant easements insured herein and terms and conditions relative to the use thereof.
20. Such state of facts as shown on Amended Subdivision Plan in Portland, Maine for CSR Associates dated September 24, 1973, by Owen Haskell, Inc., including, without limitation, indication tht the fee parcel is subject to controlled access to Congress Street.

EXHIBIT A

A certain lot or parcel of land with the improvements thereon situated on the southerly side of Congress Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the southerly sideline of Congress Street at the northeasterly corner of Lot #3 as it is delineated on a plan entitled, "PLAN OF LAND IN PORTLAND, MAINE FOR CSR ASSOCIATES", dated September 24, 1973 and recorded in the Cumberland County Registry of Deeds in Plan Book 104, Page 33,

Thence S 23° 05' 30" W along the I-295 right of way and along land now or formerly of CSR Management, Inc. 228.00 feet to a point;

Thence N 65° 40' 00" W along said CSR Management, Inc. land 150.00 feet to a point,

Thence N 21° 36' 20" E along said CSR Management, Inc. land and across land of the Grantor herein 250.00 feet to a point on the southerly sideline of Congress Street;

Thence S 62° 07' 20" E along said sideline of Congress Street 0.59 feet to a point;

Thence S 27° 42' 53" W along said sideline of Congress Street 1.46 feet to a point;

Thence S 58° 17' 00" E along said sideline of Congress Street 157.76 feet to the point of beginning containing 36,452 square feet and being delineated on a plan entitled "ALTAVACSM LAND TITLE SURVEY ON CONGRESS STREET & SEWALL STREET PORTLAND, MAINE MADE FOR OLYMPIA EQUITY INVESTORS I, L.P.", dated January 24, 1997 by Owen Haskell, Inc. ("the Survey").

Also granting an easement in common with others, for pedestrian and vehicular ingress, egress and passage over and across the following described property:

Commencing at the southeasterly corner of Lot 2 depicted on Plan Book 104, Page 33, thence N 17° 52' 40" E by Lot 2 142 feet, more or less, to the southerly side of Congress Street; thence S 62° 7' 20" E by the southerly side of Congress Street 50.19 feet, more or less, to the northwesterly corner of Lot 3 depicted on said plan, thence S 21° 36' 20" West by said Lot 3 150 feet to a point; thence N 49° 39' 40" W 42.93 feet, more or less, to the point of beginning.

STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) taxes or special assessments which are not shown as existing liens by the public records.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

1199 REV. 7/83

BK 7498 PG 0184

064964 EASEMENT DEED

41-1(097)

Merrimack Industrial Trust

of Barnstable Harbor Cumberland County, Massachusetts

for consideration given, grant to CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Edison Drive, Augusta, Maine 04338, and

and their respective successors and assigns, with warranty covenants, the right and easement to erect, bury, maintain, repair, rebuild, operate and patrol electric transmission, distribution and communication wires and/or cables, consisting of suitable and sufficient poles with wires strung upon and extending between the same and/or underground cables buried under the surface, together with all necessary fixtures and appurtenances, over, across and/or under the surface of my land in the Town/City of Portland Cumberland County, Maine, the location of said wires and/or underground cables to be as follows:

An overhead line extending in a northeasterly direction from pole #7 Ramada Lighting Line a distance of one hundred and ten feet (110') more or less to proposed pole #8, shown as Lot #1 on plan. Also, an overhead line extending in a southerly direction from pole #52 Congress Street a distance of one hundred feet (100') more or less to proposed pole #52.1.

This location crosses a portion of the premises conveyed to the Grantor(s) by deed of CSR Associates dated 19 recorded in the Cumberland County Registry of Deeds in Book 104 Page 33. Together with the right to cut down, keep trimmed, and eliminate the growth of those trees and branches using formulations registered by the Environmental Protection Agency, as the Grantee believes may interfere with the operation and maintenance of its wires and/or cables; the right to restrict the construction of buildings or structures within 10 feet of its wires and/or cables; the right to keep the surface of the ground above said underground cables and other electrical equipment free from structures and growth which, in the judgment of the Grantee, would interfere with or endanger the proper operation or maintenance of said underground cables; and the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

Merrimack Industrial Trust has caused this instrument to be signed and sealed in its corporate name by Joseph F. Dugas, hereunto duly authorized. WITNESS his hand and seal this 11 day of Sept. 1985

Signed, Sealed and Delivered in the presence of Elean C. Stone

Merrimack Industrial Trust by: Joseph F. Dugas Joseph F. Dugas Trustee

STATE OF MAINE Cumberland ss Sept 11 1985

Personally appeared the above-named Joseph F. Dugas, Trustee, and acknowledged this instrument to be his free act and deed, before me.

George H. Gagliardi George H. Gagliardi

SEAL JUSTICE OF THE PEACE NOTARY PUBLIC

RECEIVED RECORDED REGISTRY OF DEEDS 1985 NOV 25 AM 9:48 CUMBERLAND COUNTY James S. Walsh

MY COMMISSION EXPIRES FEBRUARY 7, 1987

023352

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made this 13 day of May, 1997, by and between OLYMPIA EQUITY INVESTORS I, L.P., a Maine limited partnership with a mailing address of 500 Main Street, Bangor, Maine 04401 ("Borrower") and PEOPLES HERITAGE BANK, a banking organization with a mailing address of P.O. Box 9540, One Portland Square, Portland, ME, 04112-9540 (the "Bank");

WITNESSETH:

WHEREAS, Borrower is the fee owner of a parcel of real property with any buildings or improvements thereon situated on or about Congress Street in the City of PORTLAND, County of CUMBERLAND, and State of MAINE, which real property is more particularly described on EXHIBIT A annexed hereto and made a part hereof (the "Property"); and

NOW THEREFORE, in consideration of the Property and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid by Bank to Borrower, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of FIVE MILLION TWO HUNDRED THOUSAND DOLLARS (\$5,200,000.00), or so much thereof as may be paid and advanced by the Bank to or for the benefit of the Borrower, with interest and other charges, as applicable, and to secure other obligations, all as hereafter set forth, Borrower hereby AGREES as follows:

1. Borrower hereby grants, transfers, bargains, sells, assigns, conveys, and sets over unto Bank, its successors and assigns, all right, title and interest of Borrower in and to, (i) all leases, subleases, licenses, concessions and other occupancy agreements which now or may hereafter affect the Property or any part or parts thereof and all guarantees, modifications, renewals and extensions thereof (the "Leases"), and (ii) all deposits made or hereafter made in respect of the Leases, together with all of the rents, income, revenues, issues and profits, due and to become due or to which Borrower is now or may hereafter become entitled, arising out of the Leases or the Property or any part or parts thereof (collectively, the "Profits"); PROVIDED NEVERTHELESS, that if Borrower and/or any other party liable therefor pay to Bank, its successors or assigns, the sum of FIVE MILLION TWO HUNDRED THOUSAND DOLLARS (\$5,200,000.00), together with interest and other charges, if applicable, in accordance with all the terms and conditions of:

- a certain promissory note from Borrower to Bank in the original principal amount of \$5,200,000.00, of even date herewith;
- a certain Commitment Letter issued by Bank to Borrower, dated April 12, 1997, as amended (the "Commitment Letter");
- a certain Mortgage, Security Agreement, Assignment of Rights and Financing Statement from Borrower to Bank of the Property, of even date herewith (the "Mortgage");
- this Assignment of Leases and Rents;
- certain Guaranty Agreements from Larry K. Mahaney, Kevin P. Mahaney, Erin Management Group and Erin, Inc. (collectively, the "Guarantors"), of even date herewith;
- a certain Construction Loan Agreement by and between Borrower, Guarantors and Bank, of even date herewith;
- a certain Environmental Indemnification Agreement from Borrower and Guarantors to Bank of even date herewith;
- a certain Security Agreement from Borrower to Bank, of even date herewith;

- a certain Maintenance Escrow Agreement by and between Borrower and Bank, of even date herewith;
- a certain Security Agreement from Erin Management Group to the Bank, of even date herewith;
- a certain Financing Statement from Erin Management Group to the Bank, of even date herewith;
- a certain Pledge of Account from Erin Management Group to Bank, of even date herewith;
- a certain Financing Statement from Borrower to Bank of even date herewith; and
- any and all other documents, instruments or agreements given by Borrower and/or Guarantors (or any of them) to the Bank governing or securing the Note (collectively the "Loan Documents");

and repays when due all other advances which are made by the Bank to or for the benefit of Borrower in accordance with the provisions hereof or of any other of the Loan Documents, as the Note, and any other of the Loan Documents, and any notes or evidences of such advances, may be renewed, extended and modified from time to time, and performs all of Borrower's and Guarantors' obligations, covenants and agreements contained herein and contained in the Note, and any other of the Loan Documents, and any and all other liabilities of Borrower and/or Guarantors (or any of them) to the Bank, direct or indirect, absolute or contingent, due or to become due, or that may hereafter arise, (the "Obligations"), then this Assignment shall be void, otherwise shall remain in full force.

2. Subject to the terms of Paragraph 14 hereof, following any default hereunder or under any other of the Loan Documents, Borrower gives and grants unto Bank the power and authority to:

- (i) enter upon and take possession of the Property and manage same;
- (ii) enforce, modify, cancel or accept a surrender under any or all of the Leases;
- (iii) demand, collect, sue for, attach, levy, recover, receive, compromise the Profits which may be or may hereafter become due, owing or payable from any present or future lessees, sub-lessees, licensees, concessionaires or other occupants of the Property or any part thereof (the "Lessees"), and make, execute, and deliver receipts and releases therefor;
- (iv) receive, endorse and deposit for collection in the name of Borrower or Bank any checks, promissory notes or other evidences of indebtedness, whether made payable to Borrower or Bank, which are given in payment or on account of rent for the Property or any part or parts thereof, or by way of compromise or settlement of any indebtedness for such rents;
- (v) give acquittances for rents received;
- (vi) institute, prosecute, settle or compromise any summary or other proceedings for the recovery of the Profits or for removing any and all Lessees;
- (vii) institute, prosecute, settle or compromise any proceedings for the protection of the Property, for the recovery of any damage done to the Property or for the abatement of any nuisance thereon or thereabouts;
- (viii) defend, settle or compromise any legal proceedings brought, or claims made against, Bank or its agents, employees or servants which may affect the Property, and, at the option of Bank, defend, settle or

compromise any claims made or legal proceedings brought against Borrower which may affect the Property or any part thereof;

- (ix) lease or rent the Property or any part thereof for such time and at such rentals as Bank, in its sole discretion, may deem advisable;
- (x) make any changes or improvements, structural or otherwise, on, in or to the Property or any part thereof which Bank may deem necessary or expedient for the leasing, renting or preservation thereof;
- (xi) keep and maintain the Property in tenantable and rentable condition and in a good state of repair;
- (xii) purchase such equipment and supplies as may be necessary or desirable, in the opinion of Bank, for use in connection with the operation of the Property;
- (xiii) pay, from and out of the Profits collected by Bank hereunder, or from or out of any other funds, all taxes, assessments, water charges, sewer rents, and other governmental charges levied, assessed or imposed against the Property or any part thereof, and any and all other charges, costs and expenses which Bank may deem necessary or advisable to pay in connection with the management and operation of the Property;
- (xiv) contract for and purchase such insurance as Bank may deem advisable or necessary for the protection of Bank and the Property, including, without limitation, fire, general liability, boiler, plate glass, rent, demolition and workmen's compensation insurance;
- (xv) execute and comply with all laws, rules, orders, ordinances and requirements of the United States, the State of Maine and any political subdivision thereof, and any agency, department, bureau, board, commission or instrumentality of any of them (collectively, "Governmental Authorities"), and remove any and all violations which may be filed against the Property;
- (xvi) enforce, enjoin or restrain the violation of any of the terms, provisions and conditions of the Leases; and
- (xvii) do anything and everything which Borrower could or would do which might increase the Profits or which might diminish the expense of operating the Property, whether herein expressly authorized or not, and in all respects act in the place and stead of Borrower and have all of the powers as owner as possessed by Borrower for the purposes aforesaid.

All of the foregoing powers may be executed by Bank or by its agents, servants or attorneys in the name of Bank or in the name of Borrower, and in such manner as Bank, its agents, servants, or attorneys consider to be necessary, desirable, expedient, or appropriate: **PROVIDED, HOWEVER**, under no circumstances shall Bank be under any obligation to exercise any of the foregoing rights and shall not, in any manner, be liable to Borrower or any other party for failure to exercise such rights. Nothing herein shall limit the rights of Bank under the Mortgage or any of the Loan Documents.

3. Subject to the provisions of Paragraph 14 below, Bank shall have the unqualified right to receive, use and apply the Profits collected and received by it under this Assignment (a) for the payment of any and all costs and expenses incurred in connection with (i) enforcing the terms of this Assignment, (ii) upholding and defending the rights of Bank hereunder, and (iii) collecting rents due under the Leases; and (b) for the operation and maintenance of the Property and the payment of all costs and expenses in connection therewith including, without limitation, the payment of (i) interest and principal due on any and all mortgages on the Property, including the Mortgage, (ii) taxes, assessments, water charges and sewer rents and other governmental charges levied, assessed or imposed against the Property or any part thereof, (iii) insurance premiums, (iv) costs and expenses in prosecuting or defending any litigation referred to herein, and (v) wages and salaries of employees, commissions of agents and

attorneys' fees. After the payment of all such costs and expenses and after Bank shall set up such reserves as it, in its sole discretion, shall deem necessary for the proper management of the Property, Bank shall apply all remaining Profits collected and received by it to the reduction of the indebtedness secured by the Mortgage.

4. Borrower hereby irrevocably constitutes and appoints Bank its true and lawful attorney to undertake and execute any or all of the powers described herein either in express terms or generally, with the same force and effect as if undertaken or executed by Borrower, and Borrower hereby ratifies and confirms any and all things done or omitted to be done by Bank, its agents, servants, employees or attorneys in, to or about the Property.

5. Bank shall not in any way be liable to Borrower for any act done or anything omitted to be done by it in good faith in connection with the management of the Property, except for the consequences of its own gross negligence or willful misconduct, nor shall Bank be liable for any act or omission of its agents or attorneys, provided that due care is used by Bank in the selection of such agents and attorneys. Bank shall be accountable to Borrower only for monies actually received by it pursuant to this Assignment.

6. Borrower hereby covenants and agrees:

(i) to perform faithfully every obligation which Borrower is required to perform under the Leases;

(ii) to enforce, or to secure the performance of, at its sole cost and expense, every obligation to be performed by Lessees;

(iii) promptly to give notice to Bank of any material notice of default received by Borrower from any and all Lessees;

(iv) promptly to give Bank a copy of any notice of default given by Borrower to any and all Lessees;

(v) not to collect any rent under the Leases for more than thirty (30) days in advance of the time when the same shall become due, or anticipate the rents thereunder;

(vi) not to further assign as security the Leases, or otherwise, or the Profits due or to become due, or to which Borrower may now or hereafter become entitled;

(vii) not to waive, condone or in any manner discharge any Lessees from their obligations under the Leases, without prior written consent of Bank;

(viii) not to cancel, abridge, accept surrender of or otherwise modify, or amend, by sufferance or otherwise, the Leases or any of the terms, provisions or covenants thereof, without the prior written consent of Bank;

(ix) to comply with all laws, rules, orders, ordinances and requirements of all Governmental Authorities;

(x) to deliver copies of all Leases to Bank upon Bank's reasonable request;

(xi) to appear in and defend, at Borrower's sole cost and expense, any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Borrower as the Lessor, Lessees or guarantors thereunder;

(xii) to hold all security deposits collected by Borrower in connection with the Leases in segregated bank accounts for the benefit of the Lessees, which Bank Accounts to be held by Bank.

(xii) without prior written consent of Bank which shall not be unreasonably withheld, not to enter into any Leases of the Property, or any part thereof, which (1) are not in the ordinary course of business; (2) are for a rental payment materially below market rental; or (3) have a term greater than two (2) years.

7. Borrower hereby represents and warrants the following to Bank:

(i) Borrower has not executed or granted any modifications or amendments of the Leases, either orally or in writing;

(ii) to the best of Borrower's knowledge, there are no defaults now existing under any of the Leases and no event has occurred which with the delivery of notice or the passage of time, or both would constitute a default or which would entitle the landlord or the tenant under the Leases to cancel same or otherwise avoid their obligations thereunder, except to the extent disclosed to Bank;

(iii) Borrower has not accepted advance rent under the Leases for more than thirty (30) days in advance of the time when the same shall become due;

(iv) Borrower has not executed an assignment of any of the Leases or of its right, title and interest therein or the rentals to accrue thereunder, except as provided in the Mortgage; and

(v) the representations set forth in the Mortgage are true and correct.

8. It is understood and agreed that nothing contained in this Assignment shall prejudice or be construed to prejudice the right of Bank, without notice, to institute, prosecute and compromise any action which it would deem advisable to protect its interest in the Property, including an action to foreclose the Mortgage, and in such action, to move for the appointment of a receiver of the Profits, or prejudice any rights which Bank shall have by virtue of any default under the Mortgage. This Assignment shall survive, however, the commencement of any such action and shall continue in full force and effect in the event of any foreclosure action until a sale of the Property shall be had thereunder.

9. Borrower agrees to indemnify and hold Bank harmless from and against any and all liability, loss, damage, cost and expense, including reasonable attorneys' fees, which it may or shall incur under any of the Leases, except for liability which arises as a result of the Bank's gross negligence or willful misconduct. Should Bank incur any such liability, loss, damage, cost or expenses, the amount thereof, together with interest thereon at a rate that is three percent (3%) per annum greater than the interest rate per annum provided for under the Note, as the same may vary from time to time, shall be payable by Borrower to Bank immediately upon demand, or at the option of Bank, Bank may reimburse itself therefor out of any Profits collected by Bank. All such sums and interest thereon shall be secured by this Assignment. Nothing contained herein shall obligate or be construed to obligate Bank to perform any of the terms, covenants or conditions contained in the Leases or otherwise to impose any obligation upon Bank with respect to any of the Leases.

10. Upon request of Bank, Borrower shall execute and deliver to Bank, such further instruments as Bank may deem necessary to effect this Assignment and the covenants of Borrower contained herein. Borrower, at Borrower's sole cost and expense, shall cause such further instruments to be recorded in such manner and in such places as may be required by Bank.

11. Borrower shall pay all recording and filing fees in respect of this Assignment and any agreements, instruments and documents made pursuant to the terms hereof. Should Borrower fail to pay same, all such recording and filing fees may be paid by Bank on behalf of Borrower and the amount thereof, together with interest at a rate that is three percent (3%) per annum greater than the interest rate per annum provided for under the Note, as the same may vary from time to time, shall be payable by Borrower to Bank immediately upon demand, or at the option of Bank, Bank may reimburse itself therefor out of any Profits collected by Bank. All such sums and interest thereon shall be secured by this Assignment.

12. Bank shall be entitled to the appointment of a receiver for the Property, without notice to Borrower upon the occurrence of any of the events set forth in Paragraph 14 hereof.

13. Defaults. A default under the Note or any of the other Loan Documents is a default under this Assignment, at which time, or any time thereafter, the Note, and Obligations shall, at the option of the Bank, become immediately due and payable.

14. Rights to Profits. Borrower shall have the right to collect all the Profits, and to retain and use and enjoy the same, unless and until there occurs any event of default specified herein, in the Note, or contained in any of the other Loan Documents. This Assignment shall continue in full force and effect until the Mortgage shall have been satisfied and discharged of record. Upon termination of this Assignment as hereinbefore provided, this Assignment and the authority and powers herein granted by Borrower to Bank shall cease and terminate, and, in that event, Bank shall (i) execute and deliver to Borrower such instrument or instruments effective to evidence the termination of this Assignment and the reassignment to Borrower of the rights, powers, and authorities granted herein, and (ii) deliver to Borrower any monies held by Bank for the benefit of Borrower. Borrower agrees that upon termination of this Assignment he shall assume payment of all unmatured or unpaid charges, expenses or obligations incurred or undertaken by Bank in connection with the management of the Property.

15. Consents, Waivers and Remedies. No express or implied consent to or waiver of any default of Borrower by Bank shall be construed as a consent to or waiver of any other default. No consent to, or waiver of, any default, or any other indulgence, shall be effective unless expressed in writing by Bank.

No remedy herein conferred on the Bank is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter available. The failure to exercise, or delay in exercising, by the Bank of any right or remedy hereunder or otherwise afforded by law shall in no event be construed as a waiver or release thereof, or preclude the exercise thereof at any time thereafter. Any failure by the Bank to insist upon strict performance by Borrower of any of the terms or provisions of this Assignment shall not be deemed to be a waiver of any terms or provisions of this Assignment and the Bank shall have the right thereafter to insist upon strict performance by Borrower of any and all such terms and provisions.

16. Sums Advanced - Additional Interest. All sums of money advanced or paid by Bank hereunder to protect Bank's security or enforce Bank's rights hereunder shall be paid by Borrower to Bank immediately and without demand, together with interest on each such amount at a rate that is three percent (3%) per annum greater than the interest rate per annum provided for under the Note, and all such sums and interest thereon shall be secured hereby.

If by the terms of this Assignment, Borrower is at any time required or obligated to pay interest at a rate in excess of the maximum interest rate which Borrower or other liable parties are permitted by law to contract or agree to pay or which the Bank is permitted to receive, such rate of interest shall be deemed to be immediately reduced to such maximum rate for so long as such maximum rate shall be in effect, and shall thereafter be payable at the rate herein provided.

17. Indemnification. The Borrower shall indemnify, defend, and hold the Bank harmless from and against any claim brought or threatened against the Bank by the Borrower, by any guarantor or endorser of the Note and/or Obligations, or by any other person and from and against any liability, cost or expense (including reasonable attorneys' fees and expenses in connection therewith) arising out of or relating to the Premises, the Collateral, this Assignment or the Obligations, including, without limitation, on account of the Bank's relationship with the Borrower or any guarantor or endorser (each of which claims may be defended, compromised, settled or pursued by Bank with counsel of the Bank's selection, but at the expense of the Borrower). Notwithstanding any other provision of this Assignment, the within indemnification shall survive payment and performance of this Assignment and any termination, release or discharge executed by the Bank in favor of Borrower.



18. Notices. All notices, demands, requests and other communications required pursuant to this Assignment shall be in writing, and shall be deemed to have been properly given or served for all purposes, if hand delivered or sent by commercial courier on the date of receipted delivery (or the first business day thereafter, if such date of receipt is not a business day), or if sent by United States Mail three (3) business days after depositing the same in the United States Mails, provided that such notices, demands, requests or other communications, shall be sent Certified Mail (Return Receipt Requested), postage prepaid, to the parties at the following addresses, or such other address as either party may give to the other party by notice in accordance with this paragraph:

To Bank: PEOPLES HERITAGE BANK
One Portland Square, P.O. Box 9540
Portland, Maine 04112-9540
ATTN: Lawrence A. Wold, Group Vice President

with a copy to: TROUBH, HEISLER & PIAMPIANO, P.A.
511 Congress Street, P.O. Box 9711
Portland, Maine 04104-5011
ATTN: Michael P. Boyd, Esq.

To Borrower: OLYMPIA EQUITY INVESTORS I, L.P.
500 Main Street
Bangor, Maine 04401

with a copy to: RUDMAN & WINCHELL
84 Harlow Street, P.O. Box 1401
Bangor, Maine 04402-1401
ATTN: William H. Hanson, Esq.

19. Additional Documentation. Upon request by Bank, the Borrower shall at all times do and perform all acts and things necessary or appropriate (or which the Bank may deem reasonably necessary or appropriate) to effectuate more fully the purposes of this Assignment and the agreements set forth herein or in any other of the Loan Documents. Borrower shall promptly execute and deliver to the Bank on demand any further instruments or documentation which Bank may reasonably deem necessary or appropriate in order to create, maintain, perfect, ensure the priority of or otherwise effectuate any of Bank's security interests, mortgage interests, liens, rights or interests created or to be created in connection with the Note and Obligations, including, without limitation, such specific assignments, pledges and other documents as Bank shall request.

20. Waiver of Jury Trial. BORROWER AGREES AND BANK, BY ITS ACCEPTANCE HEREOF, AGREES, THAT THEY EACH DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM, OBJECTION TO A CLAIM IN A BANKRUPTCY CASE, OR OTHER LITIGATION OF ANY TYPE INVOLVING BANK IN ANY WAY ON ANY MATTER WHATSOEVER ARISING OUT OF, RELATED TO OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT, THE INDEBTEDNESS OF BORROWER TO BANK, THE NOTE, THE OBLIGATIONS, ANY OF THE LOAN DOCUMENTS, AND/OR THE TRANSACTIONS AND DOCUMENTS REFERRED TO HEREIN OR CONTEMPLATED HEREBY.

21. Successors and Assigns. The covenants and agreement contained herein shall bind, and the benefits and advantages hereof shall inure to, the respective administrators, successors and assigns of the Borrower and the Bank.

22. Singular, Plural and Gender. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If more than one party executes this Assignment as a Assignor, then the promises, obligations and liabilities of each such party to the Bank hereunder shall be joint and several promises, obligations and liabilities to the Bank, its successors and assigns.

23. Alterations and/or Amendments. This Assignment may not be altered or amended except by an agreement in writing signed by both Borrower and Bank. Borrower acknowledges that, in order to maintain an action against the Bank with respect to a promise, contract or agreement to lend money, extend credit, forbear from collection of a debt or make any other accommodation for the repayment of debt, such promise, contract or agreement (or some memorandum or note thereof) must be in writing and signed by the Bank.

24. Invalid or Unenforceable Sections. If any obligation or portion of this Assignment is determined to be invalid or unenforceable under law, it shall not affect the validity or enforcement of the remaining obligations or portions hereof.

25. Governing Law. This Assignment shall be governed in all respects in accordance with the laws of the State of Maine.

26. Headings. The use of paragraph headings in this Assignment is for purposes of convenience only, and no caption or paragraph heading shall affect in any way the interpretation, meaning or construction of this Assignment.

27. Entire Agreement. This Assignment and the other Loan Documents are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. All negotiations, considerations and representations between the parties have been incorporated therein. No course of prior dealings between the parties or their officers, employees, agents, partners or affiliates shall be relevant or admissible to supplement or explain or vary any of the terms of this Assignment. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any terms of this Assignment. No representations, understandings or agreements have been made or relied upon in the making of this Assignment other than those specifically set forth herein or in the other Loan Documents.

IN WITNESS WHEREOF, the said OLYMPIA EQUITY INVESTORS I, L.P., has caused this instrument to be signed and sealed on its behalf by Erin Management Group, its duly authorized General Partner on this 13 day of May, 1997.

OLYMPIA EQUITY INVESTORS I, L.P.

By: Erin Management Group
Its: General Partner

By: [Signature]
Kevin P. Mahaney
Its: President

[Signature]
Witness

STATE OF MAINE
COUNTY OF CUMBERLAND

May 13, 1997

Personally appeared the above named Kevin P. Mahaney in his capacity as President of Erin Management Group, in its capacity as General Partner of Olympia Equity Investors I, L.P., and acknowledged the foregoing to be his free act and deed in his said capacity, the free act and deed of Erin Management Group in its said capacity and the free act and deed of said Olympia Equity Investors I, L.P.

Before me,

[Signature]
Attorney-at-Law/Notary Public
Print Name: Robert E. Sutcliffe

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SCHEDULE A

**OLYMPIA EQUITY INVESTORS I, L.P.
TO
PEOPLES HERITAGE SAVINGS BANK**

PARCEL 1 (Lot 3 depicted on the Survey):

A certain lot or parcel of land situated on the southerly side of Congress Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the southerly sideline of Congress Street at the northeasterly corner of Lot #3 as it is delineated on a plan entitled, "PLAN OF LAND IN PORTLAND, MAINE FOR CSR ASSOCIATES", dated September 24, 1973 and recorded in the Cumberland County Registry of Deeds in Plan Book 104, Page 33;

Thence S 23° 05' 30" W along the I-295 right of way and along land now or formerly of CSR Management, Inc. 228.00 feet to a point;

Thence N 65° 40' 00" W along said CSR Management, Inc. land 150.00 feet to a point;

Thence N 21° 36' 20" E along said CSR Management, Inc. land and across land of the Grantor herein 250.00 feet to a point on the southerly sideline of Congress Street;

Thence S 62° 07' 20" E along said sideline of Congress Street 0.59 feet to a point;

Thence S 27° 42' 53" W along said sideline of Congress Street 1.46 feet to a point;

Thence S 58° 17' 00" E along said sideline of Congress Street 157.76 feet to the point of beginning. Being delineated on a plan entitled "ALTA/ACSM LAND TITLE SURVEY ON CONGRESS STREET & SEWALL STREET PORTLAND, MAINE MADE FOR OLYMPIA EQUITY INVESTORS I, L.P." dated January 24, 1997 by Owen Haskell, Inc.

EASEMENT (PARCEL 1A)

Also an easement in common with others, for pedestrian and vehicular ingress, egress and passage over and across the following described property:

Commencing at the southeasterly corner of Lot 2 depicted on Plan Book 104, Page 33; thence N 17° 52' 40" E by Lot 2 142 feet, more or less, to the southerly side of Congress Street; thence S 62° 7' 20" E by the southerly side



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of Congress Street 50.19 feet, more or less, to the northwesterly corner of Lot 3 depicted on said plan; thence S 21° 36' 20" West by said Lot 3 150 feet to a point; thence N 49° 39' 40" W 42.93 feet, more or less, to the point of beginning.

For Grantor's source of title to Parcel 1 and Easement Parcel 1A, see the deed of the Trustee of Merrimack Industrial Trust to Olympia Equity Investors I. L.P. dated February 10, 1997 and recorded in Book 12942, Page 263 of the Cumberland County Registry of Deeds.

SUBJECT TO the easements, and restrictions set forth in said deed from the Trustee of Merrimack Industrial Trust recorded in Book 12942, Page 263 of the Cumberland County Registry of Deeds.

PARCEL 2 (Lot 1 depicted on the Survey)

A certain lot or parcel of land situated on the southerly side of Congress Street and the easterly side of Sewall Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the easterly sideline of Sewall Street at the southwesterly corner of the premises herein described, said point being distant 0.91 feet northwesterly of a state highway monument marking the northerly right of way of State Highway 296 as it is delineated on Maine State Highway Commission Right of Way Map dated May 1967, (S.H.C., File No. 3-185) Sheet Number 40 which is recorded in the Cumberland County Registry of Deeds in Plan Book 112, Page 42;

Thence N 15° 32' 40" E along the easterly sideline of Sewall Street 170.37 feet to land now or formerly of Marie Martin;

Thence S 74° 27' 20" E along said Martin land 100.00 feet to an iron rod set;

Thence N 15° 32' 40" E along said Martin land and along lands now or formerly of Emmanuel Christian Church, Inc. and Lawrence E. Miller et al. 138.87 feet to an iron pipe found;

Thence N 68° 06' 20" W along said Miller land 100.62 feet to a point on the easterly sideline of said Sewall Street;

Thence N 15° 32' 40" E along said sideline of Sewall Street 30.31 feet to land now or formerly of Richard B. Leonard;

Thence S 88° 06' 20" E along said Leonard land 100.62 feet to an iron pipe found;

Thence N 15° 32' 40" E along said Leonard land and along lands now or formerly of John P. Robinson et al., and Blanche H. Van Blarcom 230.78 feet to an iron pipe found;

Thence N 74° 27' 20" W along said Van Blarcom land 25.00 feet to an iron pipe found at land now or formerly of Onex Co.

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Thence N 15° 32' 40" E along said Onex Co. land and along land now or formerly of California Products Corp., 85.48 feet to an iron pipe found;

Thence S 59° 45' 20" E along said California Products Co. land 3.77 feet to an iron rod set;

Thence N 17° 34' 00" E along said California Products Co. land 101.85 feet to an iron rod set on the southerly sideline of Congress Street;

Thence southeasterly along said sideline of Congress Street by a curve to the right (radius 2829.79 feet - chord S 65° 06' 00" E 85.60) a distance of 85.60 feet to a point;

Thence N 26° 45' 40" E along said sideline of Congress Street 2.62 feet to a point;

Thence S 63° 14' 20" E along said sideline of Congress Street 40.76 feet to an iron rod set at land of the Merrimack Industrial Trust;

Thence by the following courses and distances along said land of Merrimack Industrial Trust:

- S 27° 49' 00" W 175.00 feet to a spike set;
- S 72° 23' 20" E 202.70 feet to a spike set;
- S 49° 39' 40" E 42.93 feet to a point;
- S 21° 38' 20" W 100.00 feet to a point;
- S 85° 40' 00" E 150.00 feet to a point;
- N 23° 05' 30" E 39.20 feet to the I-295 right of way;

Thence by the following courses and distances along said I-295 right of way:

- S 62° 07' 20" E 29.70 feet to a point;
- S 6° 37' 23" W 106.10 feet to a monument found;
- S 23° 04' 06" W 353.97 feet to a point;
- S 73° 24' 00" W 84.60 feet to a point;

Thence northwesterly by a curve to the left (radius - 1472.07, chord N 69° 59' 42" W 500.30) a distance of 502.74 feet to the point of beginning. Being delineated on a plan entitled, "ALTA/ASCM LAND TITLE SURVEY ON CONGRESS STREET & SEWALL STREET PORTLAND, MAINE MADE FOR OLYMPIA EQUITY INVESTORS I, L.P.," dated January 24, 1997 by Owen Haskell, Inc.

EASEMENT (PARCEL 2A)

Also an easement in common with others, for pedestrian and vehicular ingress, egress and passage over and across the following described property:

Commencing at the southeasterly corner of Lot 2 depicted on Plan Book 104, Page 33; thence N 17° 52' 40" E by Lot 2 142 feet, more or less, to the southerly side of Congress Street; thence S 62° 7' 20" E by the southerly side of Congress Street 50.19, more or less, feet to the northwesterly corner of Lot 3 depicted on said plan; thence S 21° 38' 20" West by said

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Lot 3 150 feet to a point; thence N 49° 39' 40" W 42.93 feet, more or less, to the point of beginning.

For the Grantor's source of title to Parcel 2 and Easement Parcel 2A, see the deed of CSR Management, Inc. to Olympia Equity Investors I, L.P. dated February 10, 1977 and recorded in Book 12942, Page 266.

SUBJECT TO the easements, and restrictions set forth in said deed from CSR Management, Inc. recorded in Book 12942, Page 266 of the Cumberland County Registry of Deeds.

RECEIVED
RECORDED REGISTRY OF DEEDS

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CUMBERLAND COUNTY

John B O'Brien

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This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date of any:

1 Debtor(s) (Last Name, First and address(es)) Olympia Equity Investors I, L.P. 500 Main Street Bangor, Maine 04401 023354	2 Secured Party(ies) and address(es) Peoples Heritage Bank One Portland Square P.O. Box 9540 Portland, Maine 04112-9540 Attn: Lawrence A. Wold, GVP	3 For Filing Office (Date, Time, Number, and Filing Office) BK 13075 Pg 215
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4 This financing statement covers the following types of collateral:

All of the types and items of collateral on Schedule I hereof some or all of which may now or hereafter become fixtures on certain real property located in the City of Portland, County of Cumberland and State of Maine, as more particularly described on Schedule II hereof (the "Premises"), and all replacements whether now owned or hereafter acquired.
Debtor is record owner.

ASSIGNMENT OF SECURED PARTY

Name _____

Address _____

Check if covered Proceeds of Collateral are also covered Proceeds of Collateral are also covered No. of additional sheets presented: _____

Filed with Cumberland County Registry of Deeds Date 5/9/1997

Olympia Equity Investors I, L.P. by Erin, Inc. its: Pres. Peoples Heritage Bank its: GVP
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL

Approved by Secretary of State, STATE OF MAINE



SCHEDULE I

DEBTOR: OLYMPIA EQUITY INVESTORS I, L.P.
SECURED PARTY: PEOPLES HERITAGE BANK
DATE: MAY 13, 1997

A. All buildings, fixtures, improvements, equipment and all materials intended for construction, reconstruction, alteration and/or repair thereof, including, without limitation, all plans, approvals, licenses, specifications, drawings, architectural and engineering contracts, all work product of engineers, consultants, architects, contractors and subcontractors, and all contracts for design and construction, all plumbing, heating, lighting, refrigerating, ventilating and air conditioning apparatus and equipment, garbage incinerators and receptacles, elevators and elevator machinery, boilers, tanks, motors, sprinkler and fire extinguishing systems, door bell and alarm systems, screens, awnings, screen doors, storm and other detachable windows and doors, mantels, built-in cases, counters, trees, hardy shrubs and perennial flowers, and any other equipment, machinery, furniture and furnishings, fixtures and articles of personal property now or hereafter owned by Debtor, together with cash proceeds and noncash proceeds of all of the foregoing, whether or not such property is subject to prior conditional sales agreements, chattel mortgages or other liens. If the lien on any fixtures or personal property is subject to a conditional sales agreement or chattel mortgage covering such property, all the rights, title and interest of the Debtor in and to any and all deposits made thereon or therefor are hereby assigned to Secured Party, together with the benefit of any payments now or hereafter made thereon. Debtor also transfers, sets over and assigns to Secured Party, its successors and assigns all conditional sales agreements, leases and use agreements of machinery, equipment and other personal property under which Debtor is the lessee, or entitled to use.

B. All rents, profits, revenues, receipts, royalties, bonuses, rights and benefits under any and all leases or tenancies now existing or hereafter created of the Premises and Collateral, or any part thereof, and all deposits granted to secure the tenants' performance thereunder, all sales contracts and the proceeds therefrom, and all other income, receivables, general intangibles, products and proceeds derived from the ownership, management and operation of the Premises and Collateral.

C. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Premises and Collateral or any interest therein or part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises and Collateral, or the improvements thereon or any part thereof, including, without limitation, any award for change of grade of streets.

D. All construction and building materials, supplies, lumber, hardware or other items of personal property which are now, or may hereafter become, affixed to or a part of the Premises and Collateral, whether as a part of the real property or as a fixture, or located thereon as an item of personal property.

A handwritten signature in dark ink, appearing to be "A. Pull", located in the lower right quadrant of the page.

MEMORANDUM OF LEASE 6893 & 10543 P. 349

LESSOR: Joseph F. Dugas, Trustee of the Merrimack Industrial Trust, of Barnstable Harbor, Massachusetts.

LESSEE: Down East Energy Corp., a Maine corporation having a place of business in Portland, Cumberland County, Maine.

PREMISES: Located at the southerly side of Congress Street, Portland, Cumberland County, Maine, as more fully described on Exhibit A.

TERM: The initial term of the Lease shall be for fifteen (15) years commencing on November 1, 1992 as described in Section 2 of the Lease, with automatic extensions for Six Extended Terms of five years each unless Tenant gives Landlord written notice of Tenant's election not to extend at least six (6) months prior to the end of the then existing term.

RIGHT OF FIRST REFUSAL:

If Landlord elects to transfer the Premises to an unrelated or unaffiliated entity or person as such terms are defined in Section 32 of the Lease, Tenant shall have a right of first refusal exercisable only during the initial term of the Lease.

BUILDING AS PERSONAL PROPERTY:

Pursuant to the terms of the Lease, until the expiration of the initial lease term or the expiration of any exercised extended term, the parties agree that any new building or improvements erected upon the leased premises shall, during any term of the Lease be and shall remain the personal property of the Lessee and that this provision of the Memorandum is expressly included herewith pursuant to the provisions of 33 M.R.S.A. §455. The Landlord shall retain title to any building or buildings or improvements existing on the Premises at the commencement of the initial term of the Lease.

The parties hereto further expressly acknowledge that this Memorandum of Lease is being executed pursuant to the provisions of

the Lease, and is not intended to vary the terms or conditions of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, as of the dates indicated below.

Dated: January 12, 1993.

WITNESS:

Francis Boyman

Donald E. Huggett

DOWNEAST ENERGY CORP.

By: James P. Morrell
Its:

JAMES P. MORRELL
Print or type name as signed

Joseph F. Dugas
Joseph F. Dugas
Trustee of the Merrimack
Industrial Trust

State of Maine
Cumberland, ss.

January 12, 1993

Personally appeared the above-named James P. Morrell, in his capacity as Vice-President of DownEast Energy Corp., and acknowledged before me that the foregoing is his free act and deed and the free act and deed of said Corporation.

Francis Boyman
Notary Public

FRANCES BOYMAN
Print or type name as signed

SEAL

State of Maine
Cumberland, ss.

January 29, 1993

Personally appeared the above-named Joseph F. Dugas, in his capacity as Trustee of Merrimack Industrial Trust, and acknowledged before me that the foregoing is his free act and deed and the free act and deed of said Trust.

George Gagliande
Notary Public/Attorney at Law

GEORGE GAGLIANDE
Print or type name as signed

SEAL

c/930

COMMISSION EXPIRES
FEBRUARY 7, 1994

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 Mirning 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 wide to and from Congress Street, parallel to the Easterly side line of the above described parcel; for the depth of 100 feet.

Recorded
Cumberland County
Register of Deeds
12 14 90 09:38:02AM
John B. O'Brien
Register

NOTICE OF LAYOUT AND TAKING

The State of Maine by its Department of Transportation, does hereby give notice to all whom it may concern:

That the Department of Transportation, in accordance with the authority of 23 M.R.S.A. Section 651, has determined that public exigency requires the altering, widening, changing the grade, changing the drainage, laying out and establishing of a portion of State Aid Highway No. 7 (Congress Street) in the City of Portland, County of Cumberland.

That the Department of Transportation, in accordance with 23 M.R.S.A. Sections 701 and 651, has laid out the location of a portion of State Aid Highway No. 7 (Congress Street) in the said City of Portland.

That the Department of Transportation, in accordance with 23 M.R.S.A. Sections 651 and 151 to 159, has determined that public exigency requires the taking of all land, buildings and rights in land within or adjacent to the boundary lines as hereinafter set forth and described and as shown on a Right-of-Way Map, State Aid Highway No. 7 (Congress Street), City of Portland, Federal Aid Project No. M-0775(3), dated September 1982, on file in the Office of the Department of Transportation, (D.O.T. File No. 3-307) and to be recorded in the Registry of Deeds of Cumberland County, a print of which is on file in the Office of the County Commissioners of Cumberland County.

DESCRIPTION OF FEE TAKING

All land, buildings, and rights in land within the following described boundaries, which are located with respect to the following described Base Lines are taken in fee simple:

Base Line Descriptions"Congress Street" Base Line

Beginning at a point in the present traveled way of Congress Street and designated as Sta. 8+00;

Thence N. 50°30'00" W. four hundred seventy-one and forty-three hundredths (471.43) feet to P.C. Sta. 12+71.43;

Thence northwesterly by a 2°00' curve to the left three hundred twenty-three and thirty-three hundredths (323.33) feet to P.T. Sta. 15+94.76 "Back" equals Sta. 15+99.77 "Ahead";

Thence N. 56°58'00" W. three hundred forty-four and twenty hundredths (344.20) feet to P.C. Sta. 19+43.97;

Thence northwesterly by a 1°00' curve to the left two hundred thirty-eight and twenty-six hundredths (238.26) feet to P.T. Sta. 21+82.23 "Back" equals Sta. 21+83.55 "Ahead";

Thence N. 59°20'57" W. five hundred sixty-five and seventy-five hundredths (565.75) feet to P.I. Sta. 27+49.30 "Back" equals Sta. 27+48.73 "Ahead";

Boundary Line Descriptions

Southwesterly Boundary Line

Beginning on the "Congress Street" Base Line at Sta. 11+00;

Thence southwesterly along a line at right angles to the Base Line about thirty-three (33) feet to a point in the present southwesterly line of Congress Street;

Thence northwesterly along the present southwesterly line of Congress Street about two hundred sixty-eight (268) feet to a point about thirty-two and five tenths (32.5) feet southwesterly from and as measured along a line normal to the "Congress Street" Base Line at Sta. 13+68;

Thence southwesterly along said right angle line about two and five tenths (2.5) feet to a point thirty-five (35) feet southwesterly of the "Congress Street" Base Line;

Thence northwesterly along a curved line thirty-five (35) feet southwesterly from and concentric with the "Congress Street" Base Line eighty-one and no tenths (81.0) feet to a point on a line normal to the "Congress Street" Base Line at Sta. 14+50, said point also being one (1) foot in back of the back edge of the side walk to be constructed under the above mentioned Federal Aid Project No. M-0775(3);

Thence northwesterly, westerly and southwesterly along a line one (1) foot in back of the back edge of the side walk to be constructed under the above referenced project, a total distance of about eighty-four (84) feet to a point fifty-five (55) feet southwesterly from and as measured along a line normal to the "Congress Street" Base Line at about Sta. 15+29;

Thence northwesterly by a direct course about seventy (70) feet to a point in the present westerly line of Sewall Street, said point being fifty-five (55) feet southwesterly from and as measured along a line at right angles to the "Congress Street" Base Line at about Sta. 16+03;

Thence generally northerly on the generally westerly line of Sewall Street about thirty-four (34) feet to a point thirty-four (34) feet southwesterly from and as measured along a line at right angles to the "Congress Street" Base Line at about Sta. 16+28;

Thence N. 56°58'00" W. about one hundred sixty-nine (169) feet to a point in the present southeasterly line of Davis Street, said point being thirty-four (34) feet southwesterly from and as measured along a line at right angles to the "Congress Street" Base Line at about Sta. 17+97;

Thence northwesterly by a direct course about fifty-one (51) feet to the intersection of the present southwesterly line of Congress Street and the present northwesterly line of Davis Street, said point being on a line at right angles to the "Congress Street" Base Line at about Sta. 18+48;

Thence northwesterly along the present southwesterly line of Congress Street about one hundred thirty-three (133) feet to a point about thirty-two (32) feet southwesterly from and as measured along a line normal to the "Congress Street" Base Line at about Sta. 19+79, said point also being one (1) foot in back of the back edge of the sidewalk to be constructed under the above referenced project;

Thence northwesterly, westerly and southwesterly along a line one (1) foot in back of the back edge of the sidewalk to be constructed under the above referenced project a total distance of about seventy-two (72) feet to a point on a line at right angles to the "Powland Street" Base Line at about Sta. 8+86;

Thence northwesterly along said right angle line and said right angle line extended in a northwesterly direction a total distance of about sixty-one (61) feet to a point in the present northwesterly line of Powland Street;

Thence northeasterly along the present northwesterly line of Powland Street about fourteen (14) feet to its intersection with the present southwesterly line of Congress Street, said point being on a line normal to the "Congress Street" Base Line at about Sta. 21+08;

Thence northwesterly along the present southwesterly line of Congress Street about six hundred twenty (620) feet to a point on a line at right angles to the "Congress Street" Base Line at Sta. 27+28;

Thence southwesterly along said right angle line about one (1) foot to a point thirty-four (34) feet southwesterly of the "Congress Street" Base Line;

Thence N. $63^{\circ}12'39''$ W. seventy-seven and thirty-two hundredths (77.32) feet to a point forty (40) feet southwesterly from and as measured along a line at right angles to the "Congress Street" Base Line at Sta. 28+04.02;

Thence N. $60^{\circ}46'20.5''$ W. one hundred fifty-three and fifty-three hundredths (153.53) feet to a point forty-six (46) feet southwesterly from and as measured along a line at right angles to the "Congress Street" Base Line at Sta. 29+57.43;

Thence N. $58^{\circ}49'48.5''$ W. one hundred ninety-two and fifty-seven hundredths (192.57) feet to a point forty-seven (47) feet southwesterly from and as measured along a line at right angles to the "Congress Street" Base Line at Sta. 31+50;

Thence N. $70^{\circ}47'39.5''$ W. one hundred forty-nine and sixty-two hundredths (149.62) feet to a point fifty-five (55) feet southerly from and as measured along a line normal to the "Congress Street" Base Line at Sta. 33+15;

Thence N. $84^{\circ}11'42''$ W. sixty-four and thirty-five hundredths (64.35) feet to a point forty-six (46) feet southerly from and as measured along a line at right angles to the "Congress Street" Base Line at Sta. 34+00;

Thence S. $88^{\circ}35'45.5''$ W. fifty and twenty-five hundredths (50.25) feet to a point forty-one (41) feet southerly from and as measured along a line at right angles to the "Congress Street" Base Line at Sta. 34+50;

Thence westerly by a direct course about one hundred fifty-one (151) feet to a point in the present southerly line of Congress Street, said point being about thirty-three (33) feet southerly from and as measured along a line at right angles to the "Congress Street" Base Line at Sta. 36+00;

Thence westerly along the present southerly line of Congress Street about forty (40) feet to a point about thirty-three (33) feet southerly from and as measured along a line at right angles to the "Congress Street" Base Line at Sta. 36+40;

Thence northerly along said right angle line about thirty-three (33) feet to the "Congress Street" Base Line, at the westerly end of the northeasterly boundary line to be hereinafter described.

Northeasterly Boundary Line

Beginning on the "Congress Street" Base Line at Sta. 11+00;

Thence northwesterly along a line at right angles to the Base Line about thirty-three (33) feet to a point;

Thence northwesterly by a direct course and northwesterly along the present northeasterly line of Congress Street about one hundred ninety-two (192) feet to a point on a line normal to the "Congress Street" Base Line at about Sta. 12+91;

Thence northeasterly along said normal line about one (1) foot to a point about thirty-four (34) feet northeasterly of the "Congress Street" Base Line, said point also being one (1) foot in back of the back edge of the sidewalk to be constructed under the above referenced Federal Aid Project No. M-0775(3);

Thence generally northerly along a line one (1) foot in back of the back edge of the sidewalk to be constructed under the above referenced project about twenty-one (21) feet to a point in the present northeasterly line of Bolton Street, said point being on a line at right angles to the "Bolton Street" Base Line at about Sta. 10+09;

Thence northeasterly along the present southeasterly line of Bolton Street about fifteen (15) feet to a point on a line at right angles to the "Bolton Street" Base Line at about Sta. 10+24;

Thence northwesterly along said right angle line and said right angle line extended in a northwesterly direction a total distance of about fifty-two (52) feet to a point one (1) foot in back of the back edge of the sidewalk to be constructed under the above referenced project;

Thence N. $58^{\circ}31'57.5''$ W. four hundred forty-five and twenty-nine hundredths (445.29) feet to P.C. Sta. 31+94.02;

Thence northwesterly and westerly by a $20^{\circ}00'$ curve to the left one hundred ninety-two and ninety-one hundredths (192.91) feet to P.T. Sta. 33+86.93;

Thence S. $82^{\circ}53'07.5''$ W. two hundred sixty-three and seven hundredths (263.07) feet to Sta. 36+50, at a point in the present traveled way of Congress Street about three hundred seventy-five (375) feet westerly of its intersection with Stevens Avenue.

"Bolton Street" Base Line

Beginning on the "Congress Street" Base Line at Sta. 13+22.68, which point equals Sta. 9+69.03 on the "Bolton Street" Base Line;

Thence N. $25^{\circ}11'30''$ E. one hundred thirty and ninety-seven hundredths (130.97) feet to Sta. 11+00, at a point in the present traveled way of Bolton Street.

"Whitney Avenue" Base Line

Beginning on the "Congress Street" Base Line at Sta. 15+83.65, which point equals Sta. 9+69.68 on the "Whitney Avenue" Base Line;

Thence N. $24^{\circ}59'58''$ E. eighty and thirty-two hundredths (80.32) feet to Sta. 10+50 at a point in the present traveled way of Whitney Avenue.

"Frances Street" Base Line

Beginning on the "Congress Street" Base Line at Sta. 18+74.37, which point equals Sta. 9+69.71 on the "Frances Street" Base Line;

Thence N. $24^{\circ}59'58''$ E. one hundred thirty and twenty-nine hundredths (130.29) feet to Sta. 11+00 at a point in the present traveled way of Frances Street.

"Powsland Street" Base Line

Beginning at a point in the present traveled way of Powsland Street and designated as Sta. 8+00;

Thence N. $27^{\circ}19'25.5''$ E. one hundred twenty-nine and twelve hundredths (129.12) feet to Sta. 9+29.12, which point equals Sta. 20+80.65 on the "Congress Street" Base Line.

"Stevens Avenue" Base Line

Beginning on the "Congress Street" Base Line at Sta. 32+49.86, which point equals Sta. 9+78.69 on the "Stevens Avenue" Base Line;

Thence N. $8^{\circ}18'44''$ W. one hundred twenty-one and thirty-one hundredths (121.31) feet to Sta. 11+00, at a point in the present traveled way of Stevens Avenue.

Thence southwesterly, westerly and northwesterly along a line one (1) foot in back of the back edge of the sidewalk to be constructed under the above referenced project a total distance of about twenty-two (22) feet to a point about thirty-six (36) feet northeasterly from and as measured along a line normal to the "Congress Street" Base Line at about Sta. 13+76;

Thence southwesterly along said normal line about two (2) feet to a point in the present northwesterly line of Congress Street;

Thence northwesterly along the present northeasterly line of Congress Street about one hundred ninety-two (192) feet to its intersection with the present southeasterly line of Whitney Avenue, said point being on a line at right angles to the "Congress Street" Base Line at about Sta. 15+65;

Thence northeasterly along the present southeasterly line of Whitney Avenue about twenty-eight (28) feet to a point on a line at right angles to the "Whitney Avenue" Base Line at about Sta. 10+28;

Thence northwesterly along said right angle line and said right angle line extended in a northwesterly direction a total distance of about fifty-two (52) feet to a point one (1) foot in back of the back edge of the sidewalk to be constructed under the above referenced project;

Thence southwesterly, westerly and northwesterly along a line one (1) foot in back of the back edge of the sidewalk to be constructed under the above referenced project a total distance of about twenty-nine (29) feet to a point in the present northeasterly line of Congress Street, said point being about thirty-three (33) feet northeasterly from and as measured along a line at right angles to the "Congress Street" Base Line at about Sta. 16+38;

Thence northwesterly along the present northeasterly line of Congress Street about two hundred five (205) feet to a point about thirty-three (33) feet northeasterly from and as measured along a line at right angles to the "Congress Street" Base Line at about Sta. 18+43, said point also being one (1) foot in back of the back edge of the sidewalk to be constructed under the above referenced project;

Thence generally northerly along a line one (1) foot in back of the back edge of the sidewalk to be constructed under the above referenced project about sixteen (16) feet to a point in the present southeasterly line of Frances Street, said point being on a line at right angles to the "Frances Street" Base Line at about Sta. 10+09;

Thence northeasterly along the present southeasterly line of Frances Street about twenty-one (21) feet to a point on a line at right angles to the "Frances Street" Base Line at Sta. 10+30;

Thence northwesterly along said right angle line and said right angle line extended in a northwesterly direction a total distance of about fifty (50) feet to a point in the present northwesterly line of Frances Street;

Thence southwesterly along the present northwesterly line of Frances Street about fifteen (15) feet to a point about twenty-five (25) feet northwesterly from and as measured along a line at right angles to the "Frances Street" Base Line at Sta. 10+15;

Thence westerly by a direct course about seventeen (17) feet to a point in the present northeasterly line of Congress Street, said point being on a line at right angles to the "Congress Street" Base Line at Sta. 19+20;

Thence northwesterly along the present northeasterly line of Congress Street about thirteen hundred twenty-three (1323) feet to its intersection with the present easterly line of Stevens Avenue;

Thence northerly along the present easterly line of Stevens Avenue about sixty-two (62) feet to a point on a line at right angles to the "Stevens Avenue" Base Line at Sta. 10+66;

Thence westerly along said right angle line and said right angle line extended in a westerly direction a total distance of about sixty-six (66) feet to a point in the present westerly line of Stevens Avenue;

Thence southerly along the present westerly line of Stevens Avenue about nineteen (19) feet to its intersection with the present northerly line of Congress Street;

Thence westerly along the present northerly line of Congress Street about three hundred fifty-two (352) feet to a point about thirty-three (33) feet northerly from and as measured along a line at right angles to the "Congress Street" Base Line at Sta. 36+40;

Thence southerly along said right angle line about thirty-three (33) feet to the "Congress Street" Base Line, at the westerly end of the southwesterly boundary line hereinbefore described.

DESCRIPTIONS OF EASEMENT TAKING

The following described rights of easement in land are taken at the location, in the manner, to the extent specified and as shown on the right-of-way map hereinbefore mentioned:

Covered Pipe Drain (No Water Out)

The perpetual right to enter upon land outside of and adjoining the boundaries hereinbefore described, to install, construct and maintain a covered pipe drain:

Item	Apparent Owner	Location: Lt./Rt.
19	Frank M. Ingerowski Mary T. Ingerowski	Sta. 22+04 Rt. (Congress St.)

Catch Basin and Covered Pipe Drain

The perpetual right to enter upon land outside of and adjoining the boundaries hereinbefore described, to install, construct, and maintain a catch basin and covered pipe drain all as shown on the beforementioned right-of-way map, at the following locations:

Item	Apparent Owner	Location: Lt./Rt.
29	Agnellio's, Inc.	Sta. 26+82 Rt. (Congress St.)
36	Shaw's Realty Co.	Sta. 29+53 to Sta. 36+40 Lt. (Congress St.)

Signal System Easement

The perpetual right to enter upon land outside of and adjoining the boundary lines hereinbefore described for all purposes necessary to install and maintain a signal system within the limits defined by the "Signal System Limit Line" as shown on the beforementioned right-of-way map, at the following locations:

Item	Apparent Owner	Location: Lt./Rt.
36	Shaw's Realty Co.	Sta. 32+68 to Sta. 33+00 Lt. (Congress St.)

Curb Easement

The perpetual right to enter upon land outside of and adjoining the boundary lines hereinbefore described for all purposes necessary to maintain all curbing installed or constructed as part of Federal Aid Project No. M-0775(3) within the area designated "Temporary Work Limits" as shown on the beforementioned right-of-way map, at the following locations:

Item	Apparent Owner	Location: Lt./Rt.
36	Shaw's Realty Co.	Sta. 29+53 to Sta. 36+40 Lt. (Congress St.)

Temporary Work Rights

The right to enter upon land outside of and adjoining the boundary lines hereinbefore described for all purposes necessary to construct a concrete walk within the limits defined by the "Temporary Work Limits" as shown on the beforementioned right-of-way map:

Item	Apparent Owner	Location: Lt./Rt.
13-2	Mabel J. Foss	Sta. 18+85 to Sta. 18+98 Lt. (Congress St.)

The right to enter upon land outside of and adjoining the boundary lines hereinbefore described for all purposes necessary to remove the stump within the limits defined by the "Temporary Work Limits" as shown on the beforementioned right-of-way map:

Item	Apparent Owner	Location: Lt./Rt.
30	Congress Realty Associates	Sta. 26+31 to Sta. 26+50 Lt. (Congress St.)

The right to enter upon land outside of and adjoining the boundary lines hereinbefore described for all purposes necessary to construct and install all curbing and safety islands within the limits defined by the "Temporary Work Limits" as shown on the beforementioned right-of-way map:

Item	Apparent Owner	Location: Lt./Rt.
36	Shaw's Realty Co.	Sta. 29+53 to Sta. 36+00 Lt. (Congress St.)

Temporary Grading Rights

The right to enter upon land outside of and adjoining the boundary lines hereinbefore described for all purposes necessary to grade the said adjoining land (to include any necessary excavating, placing of fill material, loaming, seeding, paving and other necessary incidental work) to conform to the adjacent highway construction within the limits defined by the "Grading Limits" as shown on the beforementioned right-of-way map, at the following locations:

Item	Apparent Owner	Location: Lt./Rt.
2-1	Anania's, Inc.	Sta. 8+95 to Sta. 9+30 Rt. (Congress St.)
2-2	Anania's, Inc.	Sta. 10+27 Lt. (Bolton St.) to Sta. 14+26 Rt. (Congress St.)
2-3	Anania's Inc.	Sta. 14+52 to Sta. 15+33 Lt. (Congress St.)
7	Getty Refining & Marketing Company	Sta. 11+83 to Sta. 12+91 Rt. (Congress St.)
8	C.S.R. Associates	Sta. 13+27 to Sta. 14+54 Lt. (Congress St.)
11	1250 Congress Street Associates	Sta. 16+03 to Sta. 17+44 Lt. (Congress St.)
12-1	Roman Catholic Bishop of Portland	Sta. 10+28 Lt. (Whitney St.) to Sta. 17+87 Rt. (Congress St.)
12-2	Roman Catholic Bishop of Portland	Sta. 27+50 to Sta. 29+53 Lt. (Congress St.)
13-1	Mabel J. Foss	Sta. 17+44 to Sta. 17+97 Lt. (Congress St.)
13-2	Mabel J. Foss	Sta. 13+47 to Sta. 13+85 Lt. (Congress St.) Sta. 13+98 to Sta. 19+47 Lt. (Congress St.)
14	Murnie J. Booth	Sta. 18+08 Rt. (Congress St.) to Sta. 10+16 Rt. (Frances St.)
15-1	Josephine E. Allen	Sta. 10+17 Lt. (Frances St.) to Sta. 20+23 Rt. (Congress St.)
15-2	Josephine E. Allen	Sta. 22+13 to Sta. 22+61 Lt. (Congress St.)

Item	Apparent Owner	Location: Lt./Rt.
16	The Building Corporation of Dirigo Lodge No. 1256 I.A.M.A.W. Sahara Club, Inc. (Bond For Deed)	Sta. 19+45 Lt. (Congress St.) to Sta. 3+72 Rt. (Powsland St.)
30	Congress Realty Associates	Sta. 27+28 to Sta. 27+50 Lt. (Congress St.)

INFORMATIVE SUMMARY

The following is a list summarizing the parcel or item numbers, names of apparent owners of record of land and rights involved, estimated areas, and rights affected, within and adjacent to the hereinbefore described boundaries, as shown on the beforementioned right-of-way map:

Parcel or Item No.	Apparent Owner	Area	Slopes	Drainage	Other Rights	Misc. and Buildings
2-1	Anania's, Inc.	None	None	None	Grading Rights	None
2-2	Anania's Inc.	125± Sq. Ft.	None	None	Grading Rights	None
2-3	Anania's, Inc.	235± Sq. Ft.	None	None	Grading Rights	None
7	Getty Refining & Marketing Company	60± Sq. Ft.	None	None	Grading Rights	None
8	C.S.R. Associates	322± Sq. Ft.	None	None	Grading Rights	None
11	1250 Congress Street Associates	170± Sq. Ft.	None	None	Grading Rights	None
12-1	Roman Catholic Bishop of Portland	105± Sq. Ft.	None	None	Grading Rights	None
12-2	Roman Catholic Bishop of Portland	1820± Sq. Ft.	None	None	Grading Rights	None
13-1	Mabel J. Foss	52± Sq. Ft.	None	None	Grading Rights	None
13-2	Mabel J. Foss	None	None	None	Grading Rights Temporary Work Rights	None

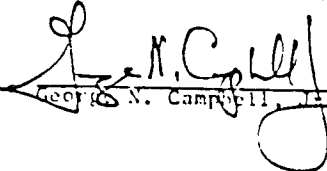
Parcel or Item No.	Apparent Owner	Area	Slopes	Drainage	Other Rights	Misc. and Buildings
14	Murnie J. Booth	40± Sq. Ft.	None	None	Grading Rights	None
15-1	Josephine E. Allen	68± Sq. Ft.	None	None	Grading Rights	None
15-2	Josephine E. Allen	None	None	None	Grading Rights	None
16	The Building Corporation of Dirigo Lodge No. 1256 I.A.M.A.W. Sahara Club Inc. (Bond for Deed)	68± Sq. Ft.	None	None	Grading Rights	None
19	Frank M. Ingerowski Mary T. Ingerowski	None	None	Yes	None	None
29	Agnellio's, Inc.	None	None	Yes	None	None
30	Congress Realty Associates	56± Sq. Ft.	None	None	Grading Rights Temporary Work Rights	None
36	Shaw's Realty Co.	8872± Sq. Ft.	None	Yes	Curb. Ease. Signal System Ease. Temporary Work Rights	None

Portland M-0775(3)

The Department of Transportation, directs that this Notice of Layout and Taking be recorded in the Registry of Deeds of Cumberland County, filed with the City Clerk of the City of Portland, and with the County Commissioners of Cumberland County, and published in the "Portland Press Herald", a paper published in the County where said highway is located; and also directs that a copy of the Right-of-Way Map be filed with the County Commissioners of said County, and also that Notice be sent by Certified Mail to any Owners and Mortgagees of Record.

Dated at Augusta, Maine
January 18, 1983

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION



George N. Campbell, Jr. Commissioner

State of Maine
County of Kennebec .ss.

Augusta, Maine, January 18, 1983

Personally appeared the above named George N. Campbell, Jr., Commissioner, Department of Transportation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me,


Justice of the Peace

JAN 31 1983

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE

Received at 1 24 40 P.M. and recorded in

BOOK 6110 PAGE 287

 Register

4508

41-2008
335
C.S.R. Associates Limited

KNOW ALL MEN BY THESE PRESENTS, that C.S.R. Associates, a limited corporation organized and existing by law and having an office in the City

of Boston, in the County of Suffolk and State of Massachusetts in consideration of One Dollar and other valuable consideration (the sum being less than one hundred dollars) paid by CENTRAL MAINE POWER COMPANY, a Maine corporation and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns, the right and easement to construct, erect, rebuild, operate, maintain and remove electric distribution and communication lines for the transmission of electricity and intelligence; together with the necessary poles, wires, cables, cross-arms, braces, anchors, guys and other electrical equipment and appurtenances connected therewith, over, along and across premises owned by the Grantor(s) in the City/TOWN of Portland, County of Cumberland and State of Maine, along the route as now staked out, extending in a easterly direction from pole #5 Sewell Street to pole #5.1. Also the right to bury, construct, maintain, operate and remove underground cables extending in an easterly direction from proposed pole #5.1 and distance of about ninety (90) feet to and including transformer to be located on concrete pad of this Grantor.

Also the right to cut down and keep trimmed and/or spray or treat with a chemical preparation of the Grantees' selection such trees, branches and underbrush as in the judgment of the Grantees, interfere with or endanger the proper operation and maintenance of the lines constructed along the above described location, together with the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

It is understood and agreed that the rights and easements hereby conveyed are to be jointly owned by Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns. If either Central Maine Power Company or New England Telephone and Telegraph Company, or the successors or assigns of either, shall relinquish or abandon the rights and easements hereby conveyed, the same shall become the sole property of the remaining company.

TO HAVE AND TO HOLD the above granted rights and easements to the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors or assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, the said C.S.R. Associates has caused this instrument to be signed in its own name and sealed by William Bailey, its General Partner hereunto duly authorized.

27th day of November, 1973.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
Pauline M. [Signature]

Signed as cc sealed instrument
C.S.R. ASSOCIATES
By William Bailey
Its General Partner

COMMONWEALTH OF MASSACHUSETTS
County of Suffolk November 29, 1973
Personally appeared the above named William Bailey and acknowledged the foregoing instrument to be his free act and deed, in his sole capacity and the free act and deed of said limited Partnership before me, [Signature] Notary Public

STATE OF MAINE
CUMBERLAND, ss. 8 H. 30 M. A M on JAN. 3 1973 and recorded in
Book 3506 Page 335 Attest Walter Huxley Register

Cynthia
&
Joagun

PORTLAND WATER DISTRICT

213

225 Douglass Street Portland, Maine 04104

MULTIPLE SERVICES AGREEMENT:

This Agreement, made this 19 day of November, 1973, by and between the PORTLAND WATER DISTRICT, a quasi-municipal corporation organized and existing under the Laws of Maine, and located at 225 Douglass Street, at Portland, in the County of Cumberland and State of Maine (hereinafter referred to as the "District"), and

C.S.R. Associates, a limited partnership existing under the Laws of Maine and located at Portland, Cumberland Maine in the County of Cumberland and State of Maine (hereinafter referred to as the "Grantor").

That the Grantor, and our successors or assigns, in consideration of the providing of water service by the District, the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said District, its successors and assigns forever, the right perpetually to enter at any and all times upon land of the Grantor at

Ramada Inn, Sewall Street at Congress Street

in the City of Portland, being a portion of the premises conveyed to the Grantor by

Merrimac Portland Trust

by deed dated September 24, 1970 recorded in Cumberland County Registry of Deeds in Book 3465 Page 165, for the purpose of installing, reading, and maintaining water meters which meters shall remain the property of the District, and the right perpetually to use the outside shutoff valves for operations as necessary and convenient by the District.

Any water for domestic or commercial purposes may be taken from fire protection lines only after approval of plans of the Grantor by the District, which plans shall show shutoff valves, gate boxes, pipes, fittings, and meter pits or protected meter locations and all domestic or commercial services. These shutoff valves, gate boxes, pipes, fittings, meter pits, etc., shall be maintained in good working order by the Grantor at his expense, and shall be kept available to the District at all times for its use.

The District will have the right to supply water over the Grantor's private lines which the Grantor will be required to maintain.

The obligation of the District to furnish water to said premises is limited to water pressure and supply available in the existing District mains in this area and to the property of the Grantor, and is conditioned upon the Grantor's maintaining private water mains of adequate capacity in satisfactory condition.

IN WITNESS WHEREOF, the parties hereto, being duly authorized, have hereunto set their hands the day and year first above written.

PORTLAND WATER DISTRICT

Witness: [Signature] by [Signature] Treasurer C.S.R. Associates

Witness: [Signature] by [Signature] General Partner

[Signature] by [Signature] GENERAL PARTNER

COMMONWEALTH OF MASSACHUSETTS SUFFOLK, SS: Date NOVEMBER 12, 1973

Personally appeared the above named WILLIAM E. BAILEY and JOHN E. PEARSON GENERAL PARTNERS OF C.S.R. ASSOCIATES

and acknowledged the foregoing instrument to be THEIR free act and deed, as GENERAL PARTNERS OF C.S.R. ASSOCIATES and the free act and deed of C.S.R. ASSOCIATES

Before me [Signature] Notary Public

State of Maine, Cumberland County, SS Registry of Deeds

Received NOV 23 1973 at 12 o'clock 14 P.M. and recorded in Book 3486 Page 243

Attest: [Signature] Register

No Corp Seal No Corp Seal

21278

NOTICE OF LAYOUT AND TAKING

The State of Maine by its State Highway Commission, does hereby give notice to all whom it may concern:

That the State Highway Commission in accordance with the authority of 23 M.R.S.A. Section 651, has determined that public exigency requires the laying out and establishing of a portion of State Highway "295" in the City of Portland, County of Cumberland.

That the State Highway Commission in accordance with 23 M.R.S.A. Sections 701 and 651, has laid out the location of a portion of State Highway "295" in the said City of Portland.

That the State Highway Commission in accordance with 23 M.R.S.A. Section 752, having given notice and hearing, has designated a portion of said highway as a "controlled access highway" as provided in 23 M.R.S.A. Sections 301 to 307, at the locations and in the manner and extent hereinafter set forth under the heading "Control of Access" and as shown on the hereinafter referenced right-of-way map.

That the State Highway Commission in accordance with 23 M.R.S.A. Sections 651 and 151 to 159, as amended, has determined that public exigency requires the taking of all land, buildings and rights in land within or adjacent to the boundary lines as hereinafter set forth and described and as shown on a Right-of-Way Map, State Highway "295", City of Portland, Federal Aid Project No. I-295-3(24) Section 2, dated May 1967, on file in the office of the State Highway Commission (S.H.C. File No. 3-185) and to be recorded in the Registry of Deeds of Cumberland County, a print of which is on file in the Office of the County Commissioners of Cumberland County.

copy
3170
856

DESCRIPTION OF FEE TAKING

All land, buildings, and rights in land within the following described boundaries, which are located with respect to the following described Base Lines are taken in fee simple:

Base Line Descriptions

State Highway "295" Base Line

Beginning at the northeasterly end of the State Highway "295" Base Line as established under Federal Aid Project No. I-295-3(15) Section 5 and designated as Sta. 254+00;

Thence N. 17°12'15" E. seven hundred twelve and three hundred ninety-six thousandths (712.396) feet to P.C. Sta. 261+12.396;

Thence northeasterly by a 3°00' curve to the right eight hundred eighty-seven and six hundred four thousandths (887.604) feet to Sta. 270+00, at a point in the present traveled way of Congress Street;

Westbrook Arterial Base Line

Beginning at a point about fifty-eight (58) feet northwesterly of the northwesterly end of the present traveled way of Sewall Street, so-called, and designated as Sta. 245+50;

Thence southeasterly by a 4°00' curve to the right seven hundred eighty and fourteen hundredths (780.14) feet to P.T. Sta. 353+30.14;

- 2 -

Thence S. 51°10'45" E. nine hundred sixty-nine and eighty-six hundredths (969.86) feet to Sta. 363+00, at a point about one hundred ten (110) feet southwesterly of the southwesterly end of the present traveled way of Huntress Street, so-called;

Ramp W.A.-1 Base Line

Beginning at a point thirty-eight (38) feet southwesterly from and as measured along a line at right angles to the Westbrook Arterial Base Line at Sta. 362+46.38 and designated as P.C. Sta. 0+00 on the Ramp W.A.-1 Base Line;

Thence southeasterly by a four hundred (400) foot radius curve to the right one hundred thirty-nine and twenty-seven hundredths (139.27) feet to P.C.C. Sta. 1+39.27;

Thence southeasterly, southerly, southwesterly, westerly, northwesterly, northerly and northeasterly by a two hundred (200) foot radius curve to the right seven hundred ninety-seven and eighty hundredths (797.80) feet to P.T. Sta. 9+37.06, said point being ninety-six (96) feet southeasterly from and as measured along a line at right angles to the State Highway "295" Base Line at Sta. 255+14.71,

Ramp W.A.-2 Base Line

Beginning at a point sixty-two (62) feet northwesterly from and as measured along a line normal to the State Highway "295" Base Line at Sta. 258+50 and designated as P.C. Sta. 0+00 on the Ramp W.A.-2 Base Line;

Thence southwesterly by a seven hundred (700) foot radius curve to the right three hundred sixty-three and thirty-eight hundredths (363.38) feet to P.T. Sta. 3+63.38;

Thence S. 69°11'32" W. four hundred forty-two and fifty-two hundredths (442.52) feet to P.C. Sta. 8+05.90;

Thence southwesterly, westerly and northwesterly by a three hundred (300) foot radius curve to the right two hundred sixty-five and six hundredths (265.06) feet to P.R.C. Sta. 10+70.96;

Thence northwesterly by a 4°10'33" curve to the left five hundred seventy-nine and four hundredths (579.04) feet to Sta. 16+50, at a point about sixty-five (65) feet northwesterly of the northwesterly side of the present traveled way of Sewall Street;

Ramp W.A.-3 Base Line

Beginning at a point ninety-six (96) feet southeasterly from and as measured along a line at right angles to the State Highway "295" Base Line at Sta. 259+72.02 and designated as P.C. Sta. 0+00 on the W.A.-3 Base Line;

Thence northeasterly by a four hundred (400) foot radius curve to the right one hundred seventy-five and no hundredths (175.00) feet to P.C.C. Sta. 1+75.00;

Thence northeasterly by a three hundred (300) foot radius curve to the right one hundred fifty and no hundredths (150.00) feet to P.C.C. Sta. 3+25.00;

Thence northeasterly, easterly, southeasterly, southerly, southwesterly, westerly and northwesterly by a two hundred forty (240) foot radius curve to the right nine hundred two and forty-nine hundredths (902.49) feet to P.C.C. Sta. 12+27.49;

- 3 -

Thence northwesterly by a four hundred (400) foot radius curve to the right one hundred fifty-five and ninety hundredths (155.90) feet to P.T. Sta. 13+83.39, said point being thirty-five (35) feet northeasterly from and as measured along a line at right angles to the Westbrook Arterial Base Line at Sta. 361+23.73;

Ramp W.A.-4 Base Line

Beginning at a point thirty-two (32) feet southwesterly from and as measured along a line normal to the Westbrook Arterial Base Line at Sta. 346+58.005 and designated as P.C. Sta. 0+00 on the Ramp W.A.-4 Base Line;

Thence southeasterly by a 4°00' curve to the right six hundred forty-seven and thirty hundredths (647.30) feet to P.C.C. Sta. 6+47.30;

Thence southeasterly by a 6°00' curve to the right six hundred five and fifty hundredths (605.50) feet to P.C.C. Sta. 12+52.80;

Thence southeasterly, southerly and southwesterly by a four hundred (400) foot radius curve to the right one hundred eighty-seven and fifty-five hundredths (187.55) feet to P.T. Sta. 14+40.35, said point being seventy-seven and forty hundredths (77.40) feet northwesterly from and as measured along a line at right angles to the State Highway "295" Base Line at Sta. 254+50.00;

Ramp C.S.-1 Base Line

Beginning at a point ninety-six (96) feet southeasterly from and as measured along a line at right angles to the State Highway "295" Base Line at Sta. 259+70.02 and designated as P.C. Sta. 0+00 on the Ramp C.S.-1 Base Line;

Thence northeasterly by a four hundred (400) foot radius curve to the right three hundred seventy-six and sixty-one hundredths (376.61) feet to P.T. Sta. 3+76.61;

Thence N. 71°16'00.5" E. three hundred sixty-one and two hundredths (361.02) feet to P.C. Sta. 7+37.63;

Thence northeasterly, easterly and southeasterly by a one hundred fifty (150) foot radius curve to the right one hundred forty-seven and sixty-two hundredths (147.62) feet to P.T. Sta. 8+85.25;

Thence S. 52°20'56" E. one hundred forty-two and twenty-nine hundredths (142.29) feet to Sta. 10+27.54, at a point at the intersection of Lowell Street, Congress Street and Huntress Street;

Congress Street Base Line

Beginning at a point in or near the center of the present traveled way of Congress Street being designated as Sta. 5+00 on the Congress Street Base Line;

Thence S. $62^{\circ}17'07''$ E. eight hundred sixty-eight and forty-six hundredths (868.46) feet to Sta. 13+68.46 in or near the center of the present traveled way of Congress Street, said point being about thirty-five (35) feet southeasterly of the northerly end of the traveled way of Fowler Street;

Ramp C.S.-6 Base Line

Beginning at a point twenty-eight (28) feet southwesterly from and as measured along a line at right angles to the Congress Street Base Line at Sta. 7+03.91;

- 4 -

Thence southeasterly by a direct course to a point forty-two (42) feet southwesterly from and as measured along a line at right angles to the Congress Street Base Line at Sta. 9+03.91 and designated as P.C. Sta. 0+00 on the Ramp C.S.-6 Base Line;

Thence southeasterly, southerly and southwesterly by a one hundred ten (110) foot radius curve to the right one hundred thirty-six and fifteen hundredths (136.15) feet to P.T. Sta. 1+36.15;

Thence S. $12^{\circ}38'05.6''$ W. one hundred eighty-nine and eighty-nine hundredths (189.89) feet to P.C. Sta. 3+26.04;

Thence southwesterly, southerly and southeasterly by a two hundred sixty-five (265) foot radius curve to the left two hundred twenty-three and fifty-six hundredths (223.56) feet to P.T. Sta. 5+49.60;

Thence S. $35^{\circ}41'59''$ E. two hundred thirty-seven and sixty-four hundredths (237.64) feet to P.C. Sta. 7+87.24;

Thence southeasterly, southerly and southwesterly by a three hundred (300) foot radius curve to the right two hundred seventy-seven and sixty-two hundredths (277.62) feet to P.T. Sta. 10+04.36, said point being sixty-two and thirty-seven hundredths (62.37) feet northwesterly from and as measured along a line normal to the State Highway "295" Base Line at Sta. 261+49.25.

Boundary Line Descriptions

Northwesterly Boundary Line

Beginning at the northeasterly end of the northwesterly boundary line as established for State Highway "295" under Federal Aid Project No. I-295-3(15) Section 5, said point being two hundred fifty (250) feet northwesterly from and as measured along a line at right angles to the State Highway "295" Base Line at about Sta. 253+42 and in the southwesterly right of way line of Portland Terminal Company;

Thence N. $17^{\circ}19'15''$ E. about eighty-eight (88) feet to a point two hundred fifty (250) feet northwesterly from and as measured along a line at right angles to the State Highway "295" Base Line at Sta. 254+30;

Thence N. $5^{\circ}26'51''$ W. three hundred five and fifty-three hundredths (305.53) feet to a point one hundred fifty (150) feet southwesterly from and as measured along a line normal to the Ramp W.A.-4 Base Line at Sta. 10+25;

Thence N. $19^{\circ}32'30''$ W. two hundred twenty-two and twenty-five hundredths (222.25) feet to a point one hundred (100) feet southwesterly from and as measured along a line normal to the Ramp W.A.-4 Base Line at Sta. 7+75;

Thence northwesterly along a curved line one hundred (100) feet southwesterly from and concentric with the Ramp W.A.-4 Base Line one hundred fourteen and thirty-three hundredths (114.33) feet to a point one hundred (100) feet southwesterly from and as measured along a line normal to the Ramp W.A.-4 Base Line at P.C.C. Sta. 6+47.30;

Thence northwesterly along a curved line one hundred (100) feet southwesterly from and concentric with the Ramp W.A.-4 Base Line about five hundred seventy-seven (577) feet to a point in the present easterly line of Sewall Street, said point being on a line normal to the Ramp W.A.-4 Base Line at about Sta. 0+27;

Thence northerly along the present easterly line of Sewall Street about two hundred ninety-one (291) feet to a point one hundred (100) feet northeasterly from and as measured along a line normal to the Ramp W.A.-2 Base Line at about Sta. 15+39;

Thence southeasterly along a curved line one hundred (100) feet northeasterly from and concentric with the Ramp W.A.-2 Base Line about five hundred two (502) feet to a point on a line normal to the Ramp W.A.-2 Base Line at P.R.C. Sta. 10+70.96;

Thence easterly by a direct course about sixty-one (61) feet to the most westerly corner of land now or formerly of the City of Portland, said point being about one hundred forty-two (142) feet northeasterly from and as measured along a line normal to the Ramp W.A.-2 Base Line at Sta. 9+92;

Thence northeasterly along the southeasterly line of land now or formerly of Portland Terminal Company and northeasterly along the southeasterly line of land now or formerly of Mary R. Worth, a total distance of about four hundred forty-eight (448) feet to a point about one hundred twenty-six (126) feet westerly from and as measured along a line at right angles to the Ramp C.S.-6 Base Line at about Sta. 2+17;

Thence northwesterly along the northeasterly line of land now or formerly of Mary R. Worth about sixty (60) feet to a point about one hundred eighty-four (184) feet westerly from and as measured along a line at right angles to the Ramp C.S.-6 Base Line at about Sta. 2+02;

Thence northeasterly along the southeasterly line of land now or formerly of Mary R. Worth about one hundred eighty-eight (188) feet to a point nine (9) feet southwesterly from and as measured along a line at right angles to the C.S.-6 Base Line;

Thence northwesterly along a line nine (9) feet southwesterly from and parallel to the Ramp C.S.-6 Base Line about one hundred fifty-nine (159) feet to a point on the present southwesterly sideline of Congress Street, said point being about thirty-four (34) feet southwesterly from and as measured along a line at right angles to the Congress Street Base Line at about Sta. 6+69;

Thence southeasterly along the present southwesterly line of Congress Street about sixteen hundred forty-six (1646) feet to a point in the northwesterly line of land now or formerly of Lawrence D. Gekutis, et al, said point being on a line normal to the Ramp C.S.-1 Base Line at about Sta. 8+68;

Southeasterly Boundary Line

Beginning at the southwesterly end of the northwesterly boundary line hereinbefore described, said point being two hundred fifty (250) feet westerly from and as measured along a line at right angles to the State Highway "295" Base Line at about Sta. 253+42 and in the southwesterly right of way line of Portland Terminal Company;

Thence southeasterly along the southwesterly right of way line of Portland Terminal Company about six hundred sixty-three (663) feet to a point three hundred fifty (350) feet easterly from and as measured along a line at right angles to the State Highway "295" Base Line at about Sta. 251+15;

Thence N. 50°25'55.9" E. about thirty-nine (39) feet to a point one hundred seventy-five (175) feet southerly from and as measured along a line normal to the Ramp W.A.-1 Base Line at Sta. 5+82.60;

Thence easterly, northeasterly and northerly along a curved line one hundred seventy-five (175) feet southerly, southeasterly and easterly from and concentric with the Ramp W.A.-1 Base Line four hundred thirty-six and thirteen hundredths (436.13) feet to a point on a line normal to the Ramp W.A.-1 Base Line at Sta. 3+50;

Thence westerly along said normal line fifty (50) feet to a point;

Thence northerly and northwesterly along a curved line one hundred twenty-five (125) feet easterly and northeasterly from and concentric with the Ramp W.A.-1 Base Line about three hundred one (301) feet to a point in the southwesterly line of land now or formerly of Romano Realty, Inc., said point being on a line normal to the Ramp W.A.-1 Base Line at about Sta. 1+69;

Thence northwesterly along the southwesterly line of land now or formerly of Romano Realty, Inc. about thirty-four (34) feet to a point about one hundred seventeen (117) feet northeasterly from and as measured along a line normal to the Ramp W.A.-1 Base Line at about Sta. 1+45;

Thence northeasterly along the northwesterly line of land now or formerly of Romano Realty, Inc. about eighty-seven (87) feet to a point sixty-five (65) feet southeasterly from and as measured along a line normal to the Ramp W.A.-3 Base Line at about Sta. 10+73;

Thence northeasterly along a curved line sixty-five (65) feet southeasterly from and concentric with the Ramp W.A.-3 Base Line about two hundred fifteen (215) feet to a point in the northwesterly line of land now or formerly of Anthony Ciriello, et al, said point being on a line normal to the Ramp W.A.-3 Base Line at about Sta. 7+04;

Thence northeasterly along the northwesterly line of land now or formerly of Anthony Ciriello, et al, and northeasterly along the southeasterly line of land now or formerly of Wendall L. Wing, et al, and northeasterly along the southeasterly line of land now or formerly of John H. Thompson, et al, a total distance of about one hundred forty-seven (147) feet to a point in the northeasterly line of land of John H. Thompson, et al, said point being about one hundred forty-two (142) feet easterly from and as measured along a line normal to the Ramp W.A.-3 Base Line at about Sta. 8+14;

Thence northwesterly along the northeasterly line of land now or formerly of John H. Thompson, et al, about eighty-nine and five tenths (89.5) feet to a point in the present southeasterly line of Huntress Street;

Thence southwesterly along the present southeasterly line of Huntress Street about twenty-six (26) feet to a point sixty (60) feet easterly from and as measured along a line normal to the Ramp W.A.-3 Base Line at about Sta. 7+83;

Thence northerly by a direct course about fifty-five (55) feet to a point in the present northwesterly line of Huntress Street, said point being about sixty-six (66) feet northeasterly from and as measured along a line normal to the Ramp W.A.-3 Base Line at about Sta. 7+41;

- 7 -

Thence northeasterly along the present northwesterly line of Huntress Street about sixty-two (62) feet to a point in the southwesterly line of land now or formerly of Donald R. Hanson, et al, said point being about one hundred twenty-one (121) feet northeasterly from and as measured along a line normal to the Ramp W.A.-3 Base Line at about Sta. 7+20;

Thence northwesterly along the southwesterly line of land now or formerly of Donald R. Hanson, et al, about eighty-four (84) feet to a point about one hundred fifteen (115) feet northeasterly from and as measured along a line normal to the Ramp W.A.-3 Base Line at Sta. 6+65;

Thence northerly by a direct course about twenty-four (24) feet to a point in the northwesterly line of land now or formerly of the beforementioned Donald R. Hanson, et al, said point being one hundred ten (110) feet northeasterly from and as measured along a line normal to the Ramp W.A.-3 Base Line at about Sta. 6+51;

Thence northeasterly along the northwesterly line of land of the beforementioned Donald R. Hanson, et al, and northeasterly along the southeasterly line of land now or formerly of John H. Thompson, et al, a total distance of about eighty-seven (87) feet to a point in the northeasterly line of land of the said John H. Thompson, et al,

thence northwesterly along the northeasterly line of land now or formerly of John H. Thompson, et al, about sixty (60) feet to a point in the southeasterly line of land now or formerly of Midreco, Inc.

Thence northeasterly along the southeasterly line of land now or formerly of Midreco, Inc. about one hundred (100) feet to the northeasterly end of the northwesterly boundary line hereinbefore described, said point being on a line normal to the Ramp C.S.-1 Base Line at about Sta. 3+68 and in the present southwesterly line of Congress Street.

EXCEPTIONS AND RESERVATIONS

There is excepted and reserved from the before described taking in fee simple:

All land and rights in land previously acquired by the State of Maine.

All land and rights in land now owned by the Portland Terminal Company.

SPECIAL RIGHTS TAKEN

Taking hereby that portion of the Shed that lies outside of and adjoining the southeasterly boundary line hereinbefore described and located at about Station 9+90 Ramp W.A.-3 left as shown on the beforementioned right-of-way map, together with the right of entry upon land outside of and adjoining said bound as may be necessary to raze or remove said building.

INFORMATIVE SUMMARY

The following is a list summarizing the parcel or item numbers, names of apparent owners of record of land and rights involved, estimated areas, and rights affected, within and adjacent to the hereinbefore described boundaries, as shown on the beforementioned right-of-way map.

- 8 -

Informative Summary - continued

Parcel or Item No.	Apparent Owner	Area	Slopes	Drainage	Other Rights	Misc. and Buildings
609-1	Romano Realty, Inc.	95± Sq. Ft.	None	None	None	None
609-2	Romano Realty, Inc.	1575± Sq. Ft.	None	None	None	Shed
610	Peter A. Bricchetto	820± Sq. Ft.	None	None	None	None
620	Sarah B. Bricchetto Anthony Ciriello Sarah A. Ciriello (Mary Agnes Lapomarda Life Estate)	240± Sq. Ft.	None	None	None	None
621	Donald R. Hanson Barbara M. Hanson	120± Sq. Ft.	None	None	None	None
634-2	City of Portland	None	None	None	Easement Rights	None
634-3	City of Portland	None	None	None	Easement Rights	None
634-4	City of Portland	None	None	None	Easement Rights	None
694	Mary R. Worth	800± Sq. Ft.	None	None	None	None

CONTROL OF ACCESS

Access to and egress from State Highway "295" to or from adjoining land is prohibited.

Portland
I-295-3(24) Section 2

The State Highway Commission directs that this Notice of Layout and Taking be recorded in the Registry of Deeds of Cumberland County, filed with the City Clerk of the City of Portland and with the County Commissioners of Cumberland County, and published in the "Portland Press Herald and Express", papers published in the County where said highway is located; and also directs that a copy of the Right of Way Map be filed with the County Commissioners of said County, and also that Notice be sent by Certified Mail to any Owners and Mortgagees of Record.

Dated at Augusta, Maine
December 2, 1970

MAINE STATE HIGHWAY COMMISSION

David H. Stevens
David H. Stevens, Chairman

Bertrand A. Lacharite
Bertrand A. Lacharite, Member

Steven D. Shaw
Steven D. Shaw, Member

State of Maine
County of Kennebec .ss.

Augusta, Maine, December 2, 1970

Personally appeared the above named David H. Stevens, Bertrand A. Lacharite, and Steven D. Shaw and acknowledged the above instrument to be their free act and deed in their capacities as members of the Maine State Highway Commission.

Before me, *Edward P. [Signature]*
Justice of the Peace

DEC 10 1970

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 11 H 2 A.M. and recorded in
BOOK 3153 PAGE 761 *Harriet [Signature]* Deputy Register

21261

December 4, 1970

The debt secured by the within mortgage is fully paid and the mortgage is hereby discharged.

BRUNSWICK SAVINGS INSTITUTION

Lucien A. Dancause
Assistant Treas.

State of Maine
Cumberland, ss.

Dated: 12/4/70

Personally appeared the above named Lucien A. Dancause as Assistant Treasurer of Brunswick Savings Institution and acknowledged the foregoing instrument to be the free act and deed of said Brunswick Savings Institution and his free act and deed in his capacity.

Before me,

William [Signature]
Notary Public

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE DEC 10 1970
Received at 9 A.M. and recorded in
BOOK 3153 PAGE 767 *Harriet [Signature]* Deputy Register

Endorsed on mortgage recorded in Book 2565 Page 133

SUPPLEMENTAL NOTICE OF TAKING

11651
 WHEREAS, the Department of Transportation, of the State of Maine on the 18th day of January 1983 A.D., acting under the provisions of 23 M.R.S.A. Sections 651 and 151 to 159, determined that public exigency required the laying out and construction of a portion of State Aid Highway No. 7 in the City of Portland, and the taking for public use in connection therewith of certain lands and rights in land as set forth in a Notice of Layout and Taking recorded January 31, 1983 in the Registry of Deeds of Cumberland County in Book 6110, Page 287, and as shown on a Right of Way Map, State Aid Highway No. 7, Federal Aid Project No. H-0775(3), City of Portland, dated September 1982, on file in the Office of the Department of Transportation (D.O.T. File No. 3-307), to be recorded in the Registry of Deeds of Cumberland County, and

WHEREAS conditions arising during the process of construction require that certain changes be made in the design and construction of said highway not originally contemplated;

NOW THEREFORE, the said Department of Transportation, hereby determines that public exigency requires the taking for public use of the following lands or rights in land as shown on the Right of Way Map above referred to.

Description of Land Taken

Beginning at a point on the southwesterly right of way line of State Highway "295" in Portland, said point being one hundred fifty-four and eighty-two hundredths (154.82) feet northwesterly from and as measured along a line at right angles to the Ramp CS-6 Base Line at Sta. 2+08.33;

Thence S. 62°02'28.8" E. (Grid) thirty and no hundredths (30.00) feet to a point, said point being one hundred twenty-five and eighty-eight hundredths (125.88) feet northwesterly from and as measured along a line at right angles to the Ramp CS-6 Base Line at Sta. 2+16.26;

Thence about S. 23°10'21.2" W. (Grid) along the northwesterly right of way line of State Highway "295" one hundred and no hundredths (100.00) feet to a point, said point being about one hundred forty-five (145) feet northwesterly from and as measured along a line at right angles to the Ramp CS-6 Base Line at about Sta. 3+15;

Thence northerly about one hundred six and six tenths (106.6) feet to the point of beginning.

INFORMATIVE SUMMARY

The following is a list summarizing the parcel or item numbers, names of apparent owners of record of land and rights involved, estimated areas, and rights affected, within and adjacent to the hereinbefore described boundaries as shown on the beforementioned right-of-way map:


Parcel or Item No.	Apparent Owner	Area	Slopes	Drainage	Other Rights	Misc. and Buildings
8A	C.S.R. Associates	1500± Sq. Ft.	None	None	None	None

Supplemental
Portland
M-0775(3)

The Department of Transportation, directs that this Supplemental Notice of Taking be recorded in the Registry of Deeds of Cumberland County, filed with the City Clerk of the City of Portland and with the County Commissioners of Cumberland County and published in the "Portland Press Herald", a paper published in the County where said highway is located; and also directs that a copy of the Right-of-Way Map be filed with the County Commissioners of said County, and also that Notice be sent by Certified Mail to any Owners and Mortgagees of Record.

Dated at Augusta, Maine
April 10, 1984

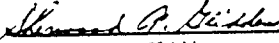
STATE OF MAINE
DEPARTMENT OF TRANSPORTATION


Dana F. Connors, Commissioner

State of Maine
County of Kennebec, ss.

Augusta, Maine, April 10, 1984

Personally appeared the above named Dana F. Connors, Commissioner, Department of Transportation and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me, 
Sherwood A. Glidden
Notary Public

SEAL

RECEIVED
1984 APR 24 AM 8:45
RECORDED REGISTRY OF DEEDS
CUMBERLAND COUNTY



EASEMENT DEED OF RELEASE

WILLIAM H. GLEED and JOSEPH F. DUGAS, in their respective capacities as Trustees of Merrimack Industrial Trust u/d/t dated July 15, 1970 recorded in the Cumberland County Registry of Deeds in Book 3457, Page 488 and Trustees of Merrimack-Portland Trust u/d/t dated January 12, 1971 recorded in said Registry of Deeds in Book 3168, Page 380, and MAINE NATIONAL BANK, a national banking association having a place of business in Portland, Maine, owners and/or mortgagees of the premises designated "Merrimack-Portland Trust" on that certain "Plan Of Land in Portland, Maine for C.S.R. Associates" recorded in said Registry of Deeds in Plan Book 104, Page 33, for consideration paid, the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell, convey, and forever quit-claim to C.S.R. ASSOCIATES, its successors and assigns, a perpetual easement for existing gas and sewer lines running from the northeasterly corner of the Ramada Inn, so-called, in a northeasterly direction under and through said Merrimack-Portland Trust land to the southwest sideline of Congress Street in said Portland, together with the right and easement to enter said land with men, machinery and equipment for the purpose of repair, maintenance and replacement of said sewer and gas lines, which easement and rights shall run with and be appurtenant to the C.S.R. Associates land shown on said Plan.

affects insured easement area

IN WITNESS WHEREOF, the said William H. Gleed and Joseph F. Dugas, both in their respective capacities as Trustees of Merrimack Industrial Trust and Merrimack-Portland Trust have hereunto set their hands and seals, and Maine National Bank has caused its corporate name to be signed and its corporate seal to be hereunto affixed by John W. Coombs, its Vice President, hereunto duly authorized, as of the 8th day of February, 1979.

Insofar as William H. Gleed has previously conveyed any portion of the above described premises, this grant is to be considered as a confirmatory deed of release.

Gregory A. Tuller
Witness

William H. Gleed
William H. Gleed
Trustee As Aforesaid

Gregory A. Tuller
Witness

Joseph F. Dugas
Joseph F. Dugas
Trustee As Aforesaid

John W. Coombs
Witness

MAINE NATIONAL BANK

By: John W. Coombs
ITS Vice President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

FEB 8, 1979

Then appeared the above-named William H. Gleed and Joseph F. Dugas, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed in said capacities,

Before me,
FEB 26 1979

Linda Demaino
Notary Public
My Commission Expires:

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 2 H 40 M P.M. and recorded in
BOOK 4385 PAGE 176

Deputy Register LINDA DEMAINO, Notary Public
My Commission Expires March 9, 1982

#

BK7251PG0294

30761

MEMORANDUM OF LEASE

In accordance with 33 M.R.S.A., Section 201, notice is hereby given of a certain Lease dated May 8, 1986 by and between Merrimack Industrial Trust/Joseph F. Dugas as Landlord and C.S.R./Associates; a Maine limited partnership, as Tenant.

- 1. Premises Leased: Lot #3 as shown on Plan of Land in Portland, Maine for C.S.R. Associates recorded in Cumberland County Registry of Deeds in Plan Book 104, Page 33.
- 2. Term: 5 years
- 3. Renewals: 4 separate five year renewals
- 4. Option To Purchase: None

Dated: May 8, 1986

Witness:

Gregory A. Tink

Merrimack Industrial Trust/
Joseph F. Dugas

Joseph F. Dugas
Landlord
JOSEPH F. DUGAS

State of Maine
Cumberland, ss.

May 30, 1986

Personally appeared the above-named Joseph F. Dugas and made oath the foregoing to be his free act and deed in his said capacities.

Before me,

George Gagliardi
Notary Public

GEORGE GAGLIARDI

SEAL

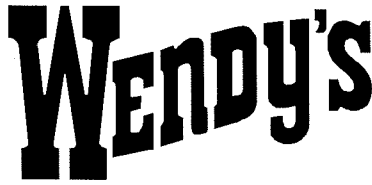
MY COMMISSION EXPIRES
FEBRUARY 7, 1997

RECEIVED
RECORDED REGISTRY OF DEEDS

1986 JUL -3 AM 9:05

CUMBERLAND COUNTY

James E. Walsh



Site Plan Approval Package Glossary

Artical V Section	Required Documents	Form of Response	Provided By	Attachment
14-525.a	Proposed Site Plan	Site Plan Drawing	MHF Design	MHF sheet 1C
14-525.a	Drainage Plan		MHF Design	
14-525.a	Erosion Control Plan		MHF Design	
14-525.a	Parking Study	Site Plan Drawing	MHF Design	MHF sheet 1C
14-525.a	Traffic Study	10/1/97 Letter	John Murphy PE	
14-525.a	Noise Study	NA		
14-525.a	Environmental Impact Study	NA		
14-525.a	Sun Shadow Study	NA		
14-525.a	Noxious Emissions Study	NA		
14-525.a	Wind Impacts Study	NA		
14-525.a	Water Vapor Emissions	NA		
14-525.a	Ground Water Impact Assessment	NA		
14-525.a	High Intensity Soil Survey	NA		
14-525.a	Wetlands Definition	NA		
14525.b.(1)	Standard Boundary Survey	ALTA Survey	Owen Haskell	MHF sheet 1B
14525.b.(1)a.	Name of Applicant	ALTA Survey	Owen Haskell	MHF sheet 1B
14525.b.(1)a.	Name of Proposed Development	ALTA Survey	Owen Haskell	MHF sheet 1B
14525.b.(1)b.	Scale & North Points	ALTA Survey	Owen Haskell	MHF sheet 1B
14525.b.(1)c.	Boundaries of Site	ALTA Survey	Owen Haskell	MHF sheet 1B
14525.b.(1)d.	Total Land Area of Site	ALTA Survey	Owen Haskell	MHF sheet 1B
14525.b.(1)e.	Topography	ALTA Survey	Owen Haskell	MHF sheet 1B
14525.b.(2)	Additional Site Information			
14525.b.(2)a.	Existing Soil conditions		Giles Engineering	
14525.b.(2)b.	Location of Topo Features		MHF Design	
14525.b.(2)c.	Location of Ground Floor Area	Site Plan Drawing	MHF Design	MHF sheet 1C
14525.b.(2)c.	Building Elevations	Elevation Drawings	MHF Design	MHF sheet 5
14525.b.(2)c.	Define Fascade Materials	Elevation Drawings	MHF Design	MHF sheet 5
14525.b.(2)d.	Location of Abutting Structures	ALTA Survey	Owen Haskell	MHF sheet 1B
14525.b.(2)e.	Location of Solid Waste Recep.	Site Plan Drawing	MHF Design	MHF sheet 1C
14525.b.(2)f.	Location of Easements	ALTA Survey	Owen Haskell	MHF sheet 1B
14525.b.(2)g.	Location of Pedestrian Access	Site Plan Drawing	MHF Design	MHF sheet 1C
14525.b.(2)g.	Location of Vehicular Access	Site Plan Drawing	MHF Design	MHF sheet 1C
14525.b.(2)h.	Landscape Plan	Landscape Plan	MHF Design	MHF sheet 1E
14525.b.(2)i.	Location of Fencing	Site Plan Drawing	MHF Design	
14525.b.(2)j.	Outdoor Lighting Plan	Site Plan Drawing	MHF Design	MHF sheet 1C
14525.b.(2)k.	Location of Fire Hydrants	Site Plan Drawing	MHF Design	MHF sheet 1C
14525.b.(2)l.	Statement Regarding Wetlands			
14525.b.(2)m.	Location of Test Borings		Giles Engineering	
14525.b.(2)n.	Location of Erosion Controls			
14-525.(c)	Written Statements			
14-525.(c)	Names & Addresses of Owners			
14-525.(c)(1)	Description of Proposed Use			
14-525.(c)(2)	Total Land Area of Site	Site Plan Drawing	MHF Design	
14-525.(c)(3)	Summary of Easements			
14-525.(c)(4)	Estimated Quantity of Solid Waste			
14-525.(c)(5)	Off Site Facilities Availability			
14-525.(c)(6)	Narrative of Surface Drainage			
14-525.(c)(7)	Construction Schedule			
14-525.(c)(8)	List of State & Fed Approvals Req.			
14-525.(c)(9)	Evidence of Financial Capacity	Wendy's Annual Report	Wendy's	Report
14-525.(c)(10)	Evidence of Applicants Title	Title Report	Wendy's	Report
14-525.(c)(11)	Nar. of Unusual Natural Areas	NA		
14-526.(22)	Building Signage Details	Sign & Graphics Plan	MHF Design	MHF sheet 2D &2E
14-526.(22)	Free Standing Signage Details	Sign & Graphics Plan	MHF Design	MHF sheet 2D &2E

MHF Design Consultants, Inc.

Engineers • Planners • Surveyors
 12-B Manor Parkway
 Salem, New Hampshire 03079

(603) 893-0720
 Fax (603) 893-0733

LETTER OF TRANSMITTAL

TO CITY PLANNING DEPT.
CITY OF PORTLAND
389 CONGRESS ST.
PORTLAND, ME 04101

DATE	12-3-97	JOB NO.	61397
ATTENTION	MS. KANDICE TALBOT		
RE:	WENDYS/TIM HORTONS		

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop drawings Prints Plans Samples Specifications

Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
7	12-2-97		REVISED SITE PLANS
1	12-3-97		STORMWATER MANAGEMENT REPORT

THESE ARE TRANSMITTED as checked below:

For approval Approved as submitted Resubmit _____ copies for approval

For your use Approved as noted Submit _____ copies for distribution

As requested Returned for corrections Return _____ corrected prints

For review and comment _____

FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS KANDY -
ATTACHED ARE REVISED PLANS WHICH INCLUDE
THE GRADING & DRAINAGE PLAN. THE SITE PLAN WAS
REVISED TO SHOW A DIFFERENT LOCATION FOR THE
HC PARKING SINCE THE GRADING WAS TOO STEEP
WHERE PREVIOUSLY SHOWN. CALL ME IF YOU HAVE QUESTIONS.

COPY TO FRANK MABLIO - WENDY'S SIGNED: FRANK MONTERO

If enclosures are not as noted, kindly notify us at once

MHF Design Consultants, Inc.

Engineers • Planners • Surveyors
 12-B Manor Parkway
 Salem, New Hampshire 03079

LETTER OF TRANSMITTAL

(603) 893-0720
 Fax (603) 893-0733

COPY

DATE	12-3-97	JOB NO.	61397
ATTENTION	JIM WENDEL		
RE:	WENDYS/TIM HORTON'S PORTLAND, ME		

TO DELUCA HOFFMAN ASSOC.
77B MAIN ST. - SUITE B
SO. PORTLAND, ME 04106

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
4	12-2-97		SITE PLANS
1	12-3-97		STORM WATER MANAGEMENT REPORT

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19 _____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS JIM -

KANDICE TALBOT ASKED THAT WE SEND THESE
DIRECTLY TO YOU FOR YOUR APPROVAL/REVIEW.
PLEASE CALL ME IF YOU HAVE ANY QUESTIONS.

COPY TO KANDICE TALBOT
CITY PLANNER

SIGNED: FRANK C. MONTEIRO

If enclosures are not as noted, kindly notify us at once.

**TIM DONUT U.S. LIMITED, INC.
REAL ESTATE PURCHASE CONTRACT**

TIM DONUT U.S. LIMITED, INC., a Florida corporation, or its assignee, ("Buyer"), whose principal address is P. O. Box 256, 4288 West Dublin-Granville Road, Dublin, Ohio 43017, hereby agrees to buy and OLYMPIA EQUITY INVESTORS I, L.P., a Maine limited partnership ("Seller"), whose principal address is 500 Main Street, Bangor, Maine 04401 ("Seller's Address") hereby agrees to sell for the consideration and upon the terms hereinafter set forth, the real estate (the "Real Estate") located at 1194-1204 Congress Street in the State of Maine, County of Cumberland and City of Portland, being Lot 3 as shown on the Amended Subdivision Plan in Portland, Maine for C.S.R. Associates, by Owen Haskell, Inc., recorded in Cumberland County Registry of Deeds in Plan Book 197, Page 32 (the "Subdivision Plan"), containing approximately 157.76 feet of frontage on Congress Street and containing approximately 36,452 square feet of land area as further depicted on Exhibit A attached hereto and made a part hereof. The Subdivision Plan is attached hereto as Exhibit B-1 and made a part hereof.

Together with all easements, rights and appurtenances relating to the above-described Real Estate, all buildings, improvements and fixtures now or hereafter located thereon, and all the Seller's right, title, and interest in and to any streets, roadways, alleys, and/or sidewalks, both public and private, adjacent to the Real Estate together with the easements set forth in Article 9.01(b) and (c) (hereinafter, with the Real Estate, collectively called the "Premises"). The exact legal description of the Premises, prepared in accordance with Section 9.01(d), may, if determined by the parties to be consistent with the description on the Subdivision Plan, be used together with the Subdivision Plan description in the Quit-Claim Deed with Covenant (the "Deed") referred to in Section 4.01 below.

ARTICLE I - Purchase Price

1.01. The purchase price for the Premises shall be _____
() (the "Purchase Price"), payable on the day of closing (the "Closing Date") by cash, cashier's check or certified check.

ARTICLE II - Closing

2.01. Unless otherwise extended by the provisions of this Real Estate Purchase Contract (the "Contract"), the closing of this transaction (the "Closing") shall be held at the office of the title insurance company (the "Title Insurance Company") issuing the title insurance commitment specified in Article V following satisfaction of the conditions specified in Article IX below. Notwithstanding any other provision in this Contract to the contrary, the Closing will take place on or prior to December 31, 1997. Time is of the essence with respect to the Closing Date. If the Closing does not occur on or prior to December 31, 1997, then either Buyer or Seller may terminate this Contract by written notice to the other party and Buyer's deposit will be returned to Buyer and Buyer and Seller will be relieved from all further obligations and/or liabilities hereunder.

2.02. The "Effective Date" of this Contract shall be the date of full execution hereof. The date of full execution hereof shall be deemed to be the last date on which this Contract has been signed by a party hereto and all changes to the printed form of this Contract shall have been initialed by the parties; provided, that the fully executed Contract is received by the other party hereto within three (3) days of the Effective Date. If the fully executed Contract is not received by the other party within said three (3) day period, then the Effective Date of this Contract shall be deemed to be the date the fully executed Contract is received by the other party.

ARTICLE III - Possession

- 3.01. Possession of the Premises shall be given to Buyer at the Closing.
- 3.02. Seller hereby represents and warrants that on the Closing Date the Premises shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Buyer.

ARTICLE IV - Deed and Other Documents

4.01. Seller shall convey the Premises to Buyer by recordable Deed, conveying good and marketable title of record to the Real Estate, in fee simple, free and clear of all liens, encumbrances and those exceptions which, in the sole opinion of Buyer, prohibit or abridge Buyer's intended use of the Real Estate except for the lien of real property taxes not yet due and payable and other exceptions approved in writing by Buyer (the "Permitted Exceptions"). Buyer agrees that the Deed may contain a restriction whereby the Premises shall not be used or operated for any non-retail or non-service type activities or for a use or operation which is detrimental to the general development of Seller's Larger Tract. Specifically, but without limiting the generality of the foregoing, the Premises shall not be used for an adult bookstore, pornographic shop, an entertainment or recreational facility including but not limited to, a bowling alley, skating rink, billiard room, pool hall, game room, bar (which is not part of a restaurant), tavern, dance hall, movie theatre, amusement center, health spa or gym, or for an industrial or residential use or flea market.

4.02. Seller shall provide Buyer, on or before the date of Closing, with a non-foreign certificate sufficient in form and substance to relieve Buyer of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to Buyer and the Title Insurance Company.

4.03. All local, municipal, county, state and federal transfer and conveyance taxes and fees shall be paid one-half (1/2) by Buyer not to exceed the amount of One Thousand Forty-Five and No/100 Dollars (\$1,045.00) with the remainder to be paid by Seller at the Closing. Seller will pay all fees for recording documents necessary to clear Seller's title and Buyer will pay all other recording fees. All other closing costs shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyer at the Closing.

4.04. Simultaneously with the delivery of the Deed at Closing of this transaction, Seller covenants and agrees to grant, convey and deliver to Buyer, for the use and benefit of Buyer, its successors, assigns, licensees, suppliers, customers and employees, the following valid and enforceable easements:

- (a) **Access:** A non-exclusive, perpetual easement, appurtenant to the Real Estate, for the purpose of vehicular and pedestrian ingress, egress and access to and from the subject Real Estate and Congress Street, over, upon, across and through the area depicted as the "Access Easement" area on the attached Exhibit A. Buyer shall have the right, but not the obligation, to perform necessary maintenance in the Access Easement area and the easement shall include the right of Buyer to enter upon such other portions of land adjoining the Access Easement area as are necessary for the purpose of maintaining said Access Easement area.
- (b) **Parking:** A non-exclusive, perpetual easement, appurtenant to the Real Estate, for the purpose of vehicular parking, over, upon, across and through an area adjacent to the Real Estate on land of Lot 2 of the Subdivision Plan in the location shown on Exhibit A within the Access Easement area (the "Parking Easement"). Buyer will construct and

adequately maintain the Parking Easement area in a level, evenly-paved condition and at a grade level compatible to the Real Estate. This easement shall also include the right of Buyer to enter upon such other portions of land adjoining the Parking Easement area as are necessary for the purpose of constructing and maintaining said Parking Easement area.

(c) Seller's Larger Tract:

(i) Second Parking Easement: A non-exclusive, perpetual easement, appurtenant to the subject Real Estate, for purposes of parking (for not more than twenty (20) cars) over the parking areas adjoining and to the south of the Real Estate (the "Second Parking Easement") in approximately the location depicted on Exhibit A within Seller's larger tract of land, which larger tract is depicted on Exhibit B attached hereto and made a part hereof and depicted as Lot 1 on the Subdivision Plan (the "Seller's Larger Tract"). No buildings, fences, curbs or other obstructions prohibiting access between the subject Real Estate, the Access Easement, the Parking Easement and the Second Parking Easement shall be constructed without the prior written approval of Buyer. Seller reserves the right at any time to relocate and reconfigure the Second Parking Easement provided however that Buyer's rights hereunder will continue in effect with respect to such relocated and reconfigured area and the number of parking spaces available for the non-exclusive use by Buyer in the location adjacent to the Real Estate depicted on Exhibit A, shall not be reduced below twenty (20) spaces without the prior written approval of Buyer. Seller, at Seller's expense, shall be obligated to adequately maintain the Second Parking Easement.

(ii) Secondary Access Easement: A non-exclusive, perpetual easement, appurtenant to the subject Real Estate, for purposes of vehicular and pedestrian ingress and egress to and from the Real Estate over such driveway and walkway areas as may exist from time to time within Seller's Larger Tract (the "Secondary Access Easement"). Buyer will agree not to use the driveways on Seller's Larger Tract for heavy truck traffic except as may be reasonably necessary on a temporary basis for Buyer's development of the Real Estate. Buyer will use all reasonable efforts to cause ingress and egress by vehicles making deliveries to the business operation on the Real Estate to be made by way of the Access Easement area described in Section 4.04(a) herein rather than over the Secondary Access Easement. Seller shall, at Seller's expense, adequately maintain the Secondary Access Easement areas and Buyer will have no right to place signage or do any construction or maintenance in the Secondary Access Easement. Seller will have the unrestricted right at any time and from time to time to relocate and reconfigure all driveways and sidewalks within Seller's Larger Tract provided that Buyer's rights hereunder will continue in effect with respect to such relocated and reconfigured areas and such relocation or reconfiguration will not unreasonably interfere with Buyer's access to and from the Real Estate over Seller's Larger Tract to Sewall and Congress Streets.

(d) Surface Drainage: A non-exclusive, perpetual easement, appurtenant to the Real Estate, for the purpose of surface draining any and all storm water run-off from the Real Estate and the improvements which may, from time to time, be constructed, altered, modified and maintained thereon, over, upon and across Seller's Larger Tract. Seller agrees that no change of grade elevation or excavation shall be made thereon which shall interfere with or obstruct the drainage from the Real Estate.

Any and all other easements and rights specified in this Contract shall be conveyed, transferred and assigned to Buyer by appropriate recordable documents, and Seller shall execute and deliver with the Deed such other documents as may be required by any governmental entity or by the Title Insurance Company as a condition to the issuance of its policy of title insurance in accordance with Article V.

The above easements shall be in recordable form and otherwise satisfactory in form and content to Buyer and the Title Insurance Company. Buyer will provide exact legal descriptions of the Access Easement and Parking Easement areas and of the other easements granted in this Section 4.04 over Seller's Larger Tract, which legal descriptions will be prepared by the surveyor at Buyer's expense in accordance with

Section 9.01(d) and which legal descriptions will be reasonably satisfactory to Seller. Without limiting the application of the other provisions of this Contract insofar as they are applicable to the easements, the title to the easements shall be good and marketable subject only to such exceptions to title as Buyer may waive in writing, and the easements shall be included in the title insurance commitment, Policy and survey as referred to in this Contract. Seller agrees to obtain any non-disturbance agreements, consents, waivers and any other agreements from lienholders, mortgagees, tenants, or any party with superior rights should Buyer or the Title Insurance Company reasonably request any of the same to insure Buyer's easement rights. If Seller is unable to obtain the necessary consents, or acquire the necessary rights or interests from third parties in order to grant, convey and deliver such easements as set forth in this Section 4.04, after using all reasonable efforts to do so, then Buyer or Seller may terminate this Contract by written notice to the other, in which event Buyer's deposit will be refunded and Buyer and Seller relieved from all further obligations and/or liabilities hereunder.

4.05. As a material inducement for Buyer to enter into this Contract, Seller covenants and agrees, for itself, its successors and assigns, that it will not cause or permit to be operated within Seller's Larger Tract as depicted on the attached Exhibit B (save and except the Real Estate), any restaurant with drive-through window(s), the primary business of which is the sale of hamburgers, hamburger products or chicken sandwiches (or any combination thereof) or any business or undertaking which produces or sells coffee, donuts, muffins, pies, cakes, cookies, tarts, cinnamon buns, bagels, or similar products known by another name (the "restricted products"). For the purposes of this restriction, a restaurant with drive-through window(s) has the aforesaid hamburgers, hamburger products and chicken sandwiches as its primary business if fifteen percent (15%) or more of its gross sales, exclusive of taxes, beverage and dairy product sales, consists of hamburgers, hamburger products or chicken sandwiches (or any combination thereof). The foregoing restriction shall not apply to a hotel dining facility operated in the normal course of business within and by such hotel. This restriction shall burden and run with the Seller's Larger Tract for a period of twenty (20) years from the date of the Closing, and shall benefit the Premises, and the owners, successors, and assigns thereof.

ARTICLE V - Title Insurance

5.01. Within ten (10) days after the Effective Date, Buyer shall order a title insurance commitment or preliminary title report issued by the Title Insurance Company selected by Buyer in which the Title Insurance Company commits that upon delivery and recordation of the Deed and other documents provided for in this Contract, it will issue, at its usual rate, an ALTA comprehensive owner's policy with extended coverage or comparable form (the "Policy"), insuring in Buyer in the total amount of the Purchase Price, fee simple title to the Premises subject only to (a) the Permitted Exceptions; and/or (b) such liens as are to be released and discharged at the Closing. Seller shall, within ten (10) days after the Effective Date, provide to Buyer all title information in Seller's possession relating to the Premises together with a copy of the most recent tax bills relating to the Premises.

5.02. Without limiting the foregoing or being limited thereby, the standard exceptions for parties in possession, mechanics' and materialmen's liens and matters which would be disclosed by an accurate survey shall be eliminated from said Policy.

5.03. Buyer shall bear all costs and expenses incurred in connection with the issuance of said title insurance commitment, Policy and any endorsements thereto which are required to conform the Policy to the terms and conditions of this Contract.

5.04. If said title insurance commitment or report shows any exceptions to title which are not acceptable to Buyer, Buyer shall notify Seller, in writing, of Buyer's title objections within thirty (30) days following the later of (i) the Effective Date, or (ii)

Buyer's receipt of the title insurance commitment (together with copies of all documents referenced therein) and the survey prepared in accordance with Article 9.01(d) below. In the event Seller fails or refuses to cure Buyer's title objections within thirty (30) days following Seller's receipt of such notice, Buyer may take one or more of the following actions: (a) by written notice to Seller, give Seller additional time to remove such exceptions to title and, if necessary extend the period specified in Article II for the Closing provided, however, that the Closing may not be extended beyond December 31, 1997; (b) take such steps as Buyer shall deem proper to remove such exceptions, provided, however, that if such exceptions are for liens or encumbrances of a definite or ascertainable amount, then Buyer may discharge such liens or encumbrances and deduct from the Purchase Price any and all amounts Buyer has expended in removing said liens or encumbrances; (c) waive such exceptions and proceed with the transaction; or (d) terminate this Contract by giving notice to Seller. Any mortgage, security deed, lien, judgment or other claim in a liquidated amount against Seller or the Real Estate (whether or not the same is disclosed in the title insurance commitment or listed in Buyer's title objections) shall not in any event be a Permitted Exception hereunder and shall be discharged by Seller at or before Closing. At any time prior to Closing, Buyer shall have the right to notify Seller of Buyer's objection to any title exception which first appears of record after the effective date of the title insurance commitment, or which is disclosed or made known to Buyer following Buyer's receipt of the title insurance commitment, it being understood and agreed that no such title exception to which Buyer objects shall constitute a Permitted Exception hereunder unless Buyer shall expressly approve the same, and that the failure of Seller to correct or eliminate, prior to Closing, any such title exception not so approved by Buyer shall give Buyer the right to terminate this Contract by written notice to Seller prior to Closing.

ARTICLE VI - Taxes and Assessments

6.01. Seller shall pay or credit against the Purchase Price all real estate taxes and assessments, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes and assessments for the tax year in which the Closing is held, prorated through the Closing Date. The proration of such taxes and assessments shall be based on a 365-day year and on the most recently available rate and valuation and the amount so computed and adjusted shall be final.

6.02. Seller represents that Seller has not been notified of any possible future improvements by any public authority, or any other entity, any part of the cost of which might be assessed against any part of the Premises.

ARTICLE VII - Utility Charges and Impact Fees

7.01. Seller shall pay or credit on the Purchase Price all utility charges and all charges for services of any type furnished to the Premises by all governmental agencies, public utilities and/or private utilities prior to the Closing Date. Seller shall pay all impact fees or similar charges imposed against the Premises.

ARTICLE VIII - Risk of Loss

8.01. The risk of loss, damage or destruction to the Premises and any improvements thereon through condemnation, fire or otherwise shall be borne by Seller until the Closing.

ARTICLE IX - Conditions to Closing

9.01. Buyer's obligation to close this transaction is subject to the following conditions and covenants:

(a) Permits. Buyer, at its cost, shall have obtained, upon terms and conditions satisfactory to Buyer, within ninety (90) days after the Effective Date of this Contract, all necessary permits, licenses, variances and approvals (collectively, the "permits") pertaining to the building, occupancy, signs, utilities, curb cuts, parking, driveways (including ingress and egress to and from public thoroughfares), zoning, use, environmental controls, and any other permits which, in the sole judgment of Buyer, are necessary to permit it to construct and operate a Wendy's and/or Tim Hortons restaurant with pick-up windows. Seller agrees to execute any applications or other documents and make such other appearances as reasonably requested by Buyer in order to obtain the permits. If the permits have not been obtained within the ninety (90) day period provided herein, then Buyer or Seller may terminate this Contract by written notice to the other, provided Buyer has not specifically waived this condition in writing.

(b) Utilities. All utilities necessary for the operation of Buyer's restaurant on the Real Estate, including sanitary sewer, storm sewer, water, gas and electric, (collectively, the "utilities") having been adequately extended within satisfactory easements or rights-of-way to a location on the perimeter of the Real Estate at which Buyer can tap into and receive service without the imposition of tap-in charges to Buyer other than tap-in charges which are customarily and normally charged in the locality in which the Real Estate is located. Seller shall grant, or cause to be granted to Buyer all necessary utility easements.

(c) Easements. Buyer shall have obtained at or prior to Closing all other easements or licenses deemed necessary by Buyer upon terms and conditions acceptable to Buyer. Seller agrees to reasonably cooperate with Buyer in obtaining any such easements or licenses.

(d) Survey. Buyer obtaining a certified survey at Buyer's expense, bearing a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Premises to the nearest monuments, streets, alleys or property, the location of all improvements and encroachments, the location of all proposed and recorded easements against or appurtenant to the Premises, and not disclosing any condition rendering the Premises unusable, in Buyer's sole judgment, for the intended purpose of Buyer.

(e) Soil Tests. Buyer obtaining borings, percolation tests, toxic or hazardous substance tests and other tests (collectively the "Soils Tests") at Buyer's expense, showing that the Premises are satisfactory, in Buyer's sole judgment, for building foundations and the construction, operation and financing of the improvements which Buyer may wish to make. Seller hereby grants to Buyer, its agents or contractors, the right to enter upon the Premises to make said Soil Tests and surveys; provided, however, that said tests and survey shall be conducted so as not to damage Seller's property and Buyer agrees to indemnify, defend and hold Seller harmless from and against any claims, demands, damages or expenses arising out of Buyer's or Buyer's agents' entry onto the Premises to perform said survey and Soils Tests, except as may be caused by Seller's negligent or intentional acts.

(f) Title Insurance. Buyer shall have obtained a satisfactory title insurance commitment or preliminary title report in accordance with Article V above.

(g) Environmental Audit and Testing. Buyer, at Buyer's expense, shall have obtained a satisfactory environmental audit of the Premises and any other environmental testing which Buyer deems reasonably necessary to evaluate potential environmental risks. If such audit or tests reveal the existence of any toxic or hazardous waste, material or substance on or under the Premises, Buyer may terminate this Contract. Seller shall complete the Environmental Disclosure and Risk Review

(a) Permits. Buyer, at its cost, shall have obtained, upon terms and conditions satisfactory to Buyer, within ninety (90) days after the Effective Date of this Contract, all necessary permits, licenses, variances and approvals (collectively, the "permits") pertaining to the building, occupancy, signs, utilities, curb cuts, parking, driveways (including ingress and egress to and from public thoroughfares), zoning, use, environmental controls, and any other permits which, in the sole judgment of Buyer, are necessary to permit it to construct and operate a Wendy's and/or Tim Hortons restaurant with pick-up windows. Seller agrees to execute any applications or other documents and make such other appearances as reasonably requested by Buyer in order to obtain the permits. If the permits have not been obtained within the ninety (90) day period provided herein, then Buyer or Seller may terminate this Contract by written notice to the other, provided Buyer has not specifically waived this condition in writing.

(b) Utilities. All utilities necessary for the operation of Buyer's restaurant on the Real Estate, including sanitary sewer, storm sewer, water, gas and electric, (collectively, the "utilities") having been adequately extended within satisfactory easements or rights-of-way to a location on the perimeter of the Real Estate at which Buyer can tap into and receive service without the imposition of tap-in charges to Buyer other than tap-in charges which are customarily and normally charged in the locality in which the Real Estate is located. Seller shall grant, or cause to be granted to Buyer all necessary utility easements.

(c) Easements. Buyer shall have obtained at or prior to Closing all other easements or licenses deemed necessary by Buyer upon terms and conditions acceptable to Buyer. Seller agrees to reasonably cooperate with Buyer in obtaining any such easements or licenses.

(d) Survey. Buyer obtaining a certified survey at Buyer's expense, bearing a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Premises to the nearest monuments, streets, alleys or property, the location of all improvements and encroachments, the location of all proposed and recorded easements against or appurtenant to the Premises, and not disclosing any condition rendering the Premises unusable, in Buyer's sole judgment, for the intended purpose of Buyer.

(e) Soil Tests. Buyer obtaining borings, percolation tests, toxic or hazardous substance tests and other tests (collectively the "Soils Tests") at Buyer's expense, showing that the Premises are satisfactory, in Buyer's sole judgment, for building foundations and the construction, operation and financing of the improvements which Buyer may wish to make. Seller hereby grants to Buyer, its agents or contractors, the right to enter upon the Premises to make said Soil Tests and surveys; provided, however, that said tests and survey shall be conducted so as not to damage Seller's property and Buyer agrees to indemnify, defend and hold Seller harmless from and against any claims, demands, damages or expenses arising out of Buyer's or Buyer's agents' entry onto the Premises to perform said survey and Soils Tests, except as may be caused by Seller's negligent or intentional acts.

(f) Title Insurance. Buyer shall have obtained a satisfactory title insurance commitment or preliminary title report in accordance with Article V above.

(g) Environmental Audit and Testing. Buyer, at Buyer's expense, shall have obtained a satisfactory environmental audit of the Premises and any other environmental testing which Buyer deems reasonably necessary to evaluate potential environmental risks. If such audit or tests reveal the existence of any toxic or hazardous waste, material or substance on or under the Premises, Buyer may terminate this Contract. Seller shall complete the Environmental Disclosure and Risk Review

Questionnaire attached hereto as Exhibit C and return the completed Questionnaire to Buyer within thirty (30) days after the Effective Date of this Contract.

(h) Buyer's Approval. Buyer's Real Estate Approval Committee, in its sole discretion, having approved the purchase of the Real Estate and the construction and operation of a Wendy's and/or Tim Hortons restaurant thereon within forty-five (45) days of the Effective Date ("REAC Approval"). In the event REAC Approval is not obtained within said forty-five (45) day period, then Buyer may terminate this Contract, by written notice to Seller, prior to the expiration of said forty-five (45) day period. In the event Buyer does not provide Seller with such termination notice within said forty-five (45) day period, Buyer shall be deemed to have obtained the necessary REAC Approval.

(i) Subdivision Approval. Buyer determining, at its expense, that all subdivision approvals from the appropriate governmental authorities which may be necessary or required in order to transfer the Real Estate as a separate parcel are in existence and no revisions to the Subdivision Plan are required or necessary to complete the transaction contemplated in this Contract. In the event that the terms and conditions herein cannot be satisfied within ninety (90) days following the Effective Date of this Contract, Buyer may, by written notice to Seller, terminate this Contract, in which event Buyer's deposit shall be refunded and Buyer and Seller shall be relieved from all further obligations and/or liabilities hereunder.

(j) Plans. Seller's approval of Buyer's plans and specifications for the development of the Premises (the "Plans"). Buyer shall cause the Plans to be prepared and submitted to Seller, for Seller's approval, within sixty (60) days after the Effective Date of this Contract. The Plans shall consist of the overall site plan, the exterior materials and appearance of the restaurant and all other improvements, parking lot layout and drawings, elevation drawings, all exterior lighting, all signs to be located on the Real Estate, landscaping and irrigation plans, ingress and egress designs, curb cuts, if any, and traffic flow. Seller shall either give or withhold its approval of the submitted Plans within fifteen (15) days after the Plans are submitted to Seller. Any disapproval or recommendation for change of the Plans shall specify with particularity the reasons therefor and Seller shall submit recommendations as to changes which would make the Plans acceptable to Seller. In the event of a disapproval, Buyer and Seller agree to promptly meet and consider in good faith, the recommendations of the other party in order that the Plans will be acceptable to both parties. If Seller and Buyer cannot agree on the final Plans, then Buyer or Seller may terminate this Contract. If Seller does not respond in writing within said fifteen (15) day period, then the Plans shall be conclusively deemed approved. Seller hereby acknowledges that the Plans provided by Buyer are the sole property of Buyer. Seller shall not unreasonably or arbitrarily withhold approval of the Plans.

(k) Seller's Performance. Seller shall have performed all terms, covenants and obligations required of Seller hereunder.

9.02. Buyer shall have ninety (90) days following the Effective Date of this Contract in which to satisfy itself as to the conditions referred to in Sections 9.01(d), (e) and (g) (said 90-day period shall hereinafter be referred to as the "Inspection Period"). In the event any of the aforesaid conditions have not been satisfied, in Buyer's sole discretion, within the Inspection Period, Buyer may terminate this Contract, by written notice to Seller, which notice shall set forth the specific conditions which have not been met. Such termination notice shall be delivered to Seller within ten (10) days following the expiration of the Inspection Period.

9.03. Seller's obligation to close this transaction is subject to Seller obtaining within twenty (20) business days after the Effective Date of the Contract, on terms satisfactory to Seller, a partial release of the Real Estate from the holder of the mortgage on the

Real Estate and Seller's Larger Tract. If Seller is unable to obtain such partial release of mortgage within the time period provided herein, either Buyer or Seller may terminate this Contract by written notice to the other, the deposit will be returned to Buyer and Buyer and Seller relieved from all further obligations and/or liabilities hereunder.

ARTICLE X - Deposit

10.01. Buyer will deposit with the Title Insurance Company, as escrow agent, within fifteen (15) days after the Effective Date, the sum of Five Thousand Dollars (\$5,000.00) (the "deposit") which Buyer and Seller agree shall be held in trust by the Title Insurance Company. At the Closing, the amount of the deposit shall be credited or returned to Buyer. If this Contract is terminated for any reason other than Buyer's default, the deposit shall be returned to Buyer, which return of deposit shall not limit Buyer to pursue any other remedy provided to Buyer at law or in equity.

ARTICLE XI - Broker

11.01. Buyer and Seller represent that they have not dealt with any brokers who claim a commission hereunder except Boulos Company, whose commission shall be paid by Seller. Buyer and Seller both represent and warrant to one another that no other real estate brokers or agents have been used or consulted in connection with the purchase and sale of the Real Estate and each covenants and agrees to defend, indemnify and save the other harmless from any actions, damages, fees, real estate commissions, costs, and/or expenses (including reasonable attorneys' fees) resulting from or claimed to be due on account of the purchase and sale of the Real Estate due to the acts of the indemnifying party.

ARTICLE XII - Notices

12.01. Unless otherwise provided herein, all notices shall be in writing and shall be deemed effective upon the earlier of either (a) personal delivery or (b) deposit in the U.S. Mail, marked Certified or Registered, return receipt requested, with postage prepaid or (c) deposit with an overnight courier service, with postage prepaid, to Seller at Seller's Address, and to Buyer at P. O. Box 256, 4288 West Dublin-Granville Road, Dublin, Ohio 43017 Attention: Legal Department.

ARTICLE XIII - Liquidated Damages

13.01. AFTER ENDEAVORING TO ESTIMATE WHAT SELLER'S ACTUAL LOSS WOULD BE IN THE EVENT OF BUYER'S DEFAULT, AND AS A MATERIAL INDUCEMENT TO BUYER'S EXECUTION HEREOF, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES IN CASE OF BUYER'S DEFAULT, THAT THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF SUCH DAMAGES, AND THAT SELLER SHALL RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AND AS ITS SOLE REMEDY AGAINST BUYER. FURTHERMORE, SELLER AGREES THAT WITH ANY RELEASE TO SELLER OF SUCH DEPOSIT, SELLER SHALL NO LONGER HAVE ANY CAUSE OF ACTION OR CLAIM AGAINST BUYER, AND BUYER SHALL BE FULLY RELEASED FROM ANY ACTION OF SELLER ARISING OUT OF BUYER'S BREACH OF THIS AGREEMENT. THE PARTIES FURTHER AGREE THAT THE DEPOSIT IS A REASONABLE SUM CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT. IN PLACING THEIR INITIALS IN THE RESPECTIVE PLACES PROVIDED BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE

STATEMENT MADE ABOVE AND UNDERSTANDS THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

Initials: [Signature] and [Signature]
Seller Buyer

ARTICLE XIV - Hazardous Wastes

14.01. Seller hereby represents, covenants and warrants to Buyer that (i) Seller has not used the Premises for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance nor does Seller have knowledge of such use by others; (ii) Seller has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Premises; (iii) to the best of Seller's knowledge, no event has occurred with respect to the Premises which would constitute a violation of any applicable environmental law, ordinance or regulation; (iv) Seller has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Premises; and (v) Seller has disclosed to Buyer the location of all underground storage tanks on the Premises known to Seller (if any). Seller shall provide Buyer with a copy of any and all notices or communications which it receives or has received which suggest that potential environmental problems may exist on the Premises.

14.02. Seller agrees to indemnify, defend and hold Buyer, its officers, employees and agents, harmless from and against any and all claims, demands, judgments, damages, penalties, fines, costs, loss or expenses (including reasonable attorney, consultant and expert fees) that arise as a result of the presence, suspected presence or discharge of toxic or hazardous substances or hydrocarbons from, on or in the Premises as a result of any activity by Seller during Seller's ownership of the Premises. Without limiting the generality of the foregoing, this indemnification by Seller shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work resulting from the events indemnified against.

ARTICLE XV - Miscellaneous

15.01. This Contract shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, personal and/or legal representatives, successors and assigns.

15.02. All of the covenants, warranties, representations and agreements of Seller and Buyer contained in Article VII, Article XI, Article XIV and Article XVI of this Contract and in any document executed by either party pursuant to this Contract shall survive the execution, delivery and acceptance of the Deed.

15.03. This Contract (including the exhibits hereto, all of which are specifically incorporated herein) constitutes the entire agreement between the parties and there are no representations, oral or written, relating to the Premises or to this transaction which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify or discharge this Contract in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of any change, modification or discharge is sought.

15.04. The headings of the Articles hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

15.05. If two or more persons constitute the Seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Contract.

15.06. In the event of the bringing of any action or suit by either party against the other arising out of this Contract, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorney's fees.

15.07. This Contract may be executed in multiple counterparts, each of which shall be considered to be an original document.

15.08. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision, and to this end the provisions of this Contract are declared to be severable. It is the intention of the parties that, if any provision of this Contract is susceptible of two or more constructions, one which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

ARTICLE XVI - Authority

16.01. By execution of this Contract, the undersigned, signing on behalf of Seller, hereby represents and warrants that (i) this Contract has been duly authorized and executed on behalf of Seller and constitutes a valid and binding agreement of Seller; (ii) except as otherwise specifically set forth herein, Seller has obtained all consents, releases and permissions and given all required notifications related to the transactions herein contemplated and required under any covenant, agreement or encumbrance to which Seller is a party or by which Seller is bound; (iii) except as otherwise specifically set forth herein, Seller now has, and on the date of Closing will have, full right and authority to execute and deliver this Contract, and all documents and instruments required of it for the performance of this Contract; and (iv) Seller is now, and on the date of Closing will be, (a) a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, or (b) a valid partnership existing under and in conformity with the laws of the state where the Real Estate is located.

ARTICLE XVII - Acceptance

17.01. Although Buyer and Seller have negotiated this Contract in full, this Contract shall be considered to be an offer made by the party first executing it, which offer shall expire at midnight EDT on October 23, 1997, unless fully executed counterparts of this Contract, executed by the party to whom this offer had been made, shall have been received by the offering party (in accordance with Article XII hereof).

Signed by Buyer this 16th day of October, 1997.

Signed by Seller this 22 day of October, 1997.

BUYER: TIM DONUT U.S. LIMITED, INC.

SELLER: OLYMPIA EQUITY INVESTORS L.P. by Erin Management Group, its General Partner

By: Gordon F. Teter

By: [Signature]

GORDON F. TETER Chairman of the Board Chief Executive Officer

Its: [Signature]

Its: _____

By: _____

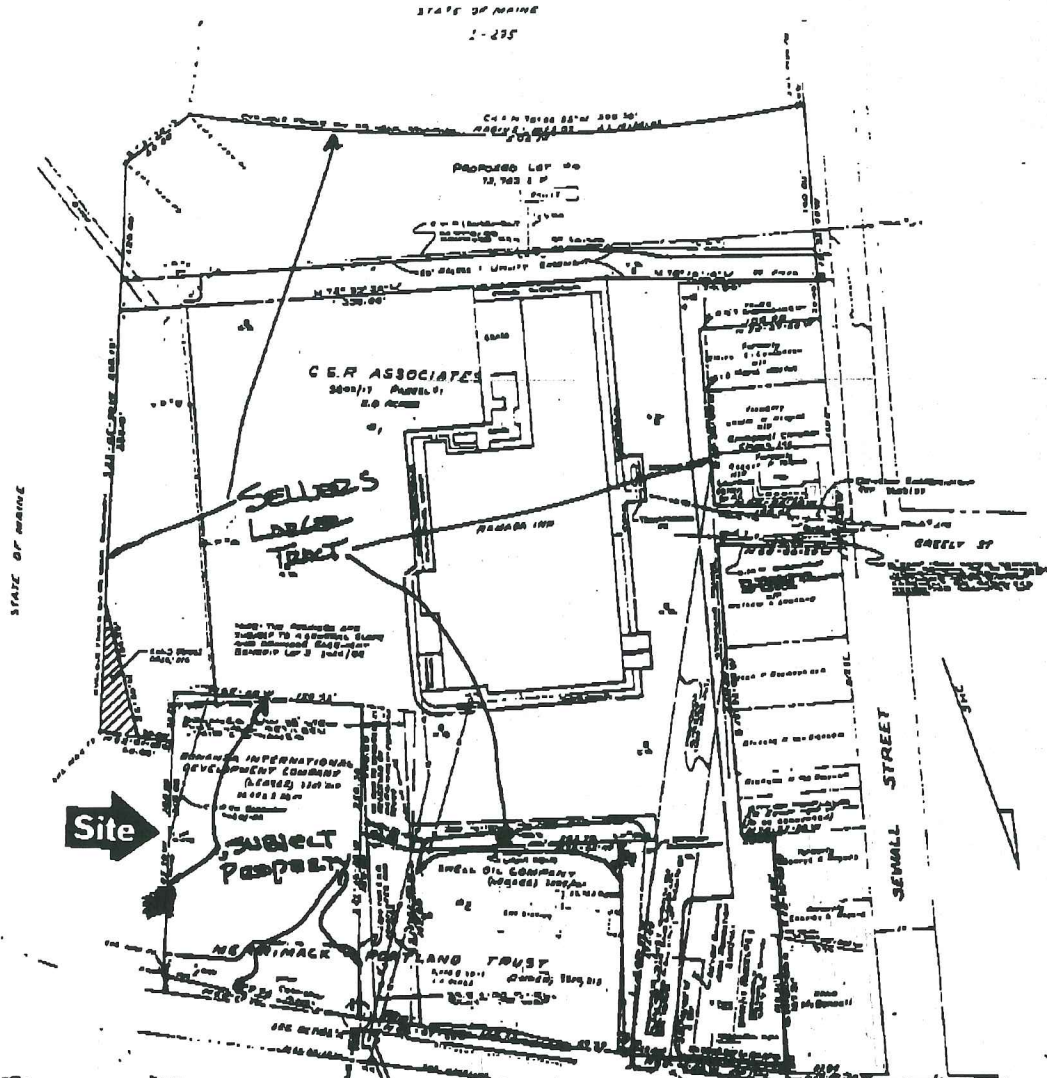
Its: _____

Legal Department: _____

SITE PLAN



STATE OF MAINE
1-275



Site



EXHIBIT B

REFERENCE:
1. The plan is based on the following records:
a. The plan is based on the following records:
b. The plan is based on the following records:
c. The plan is based on the following records:

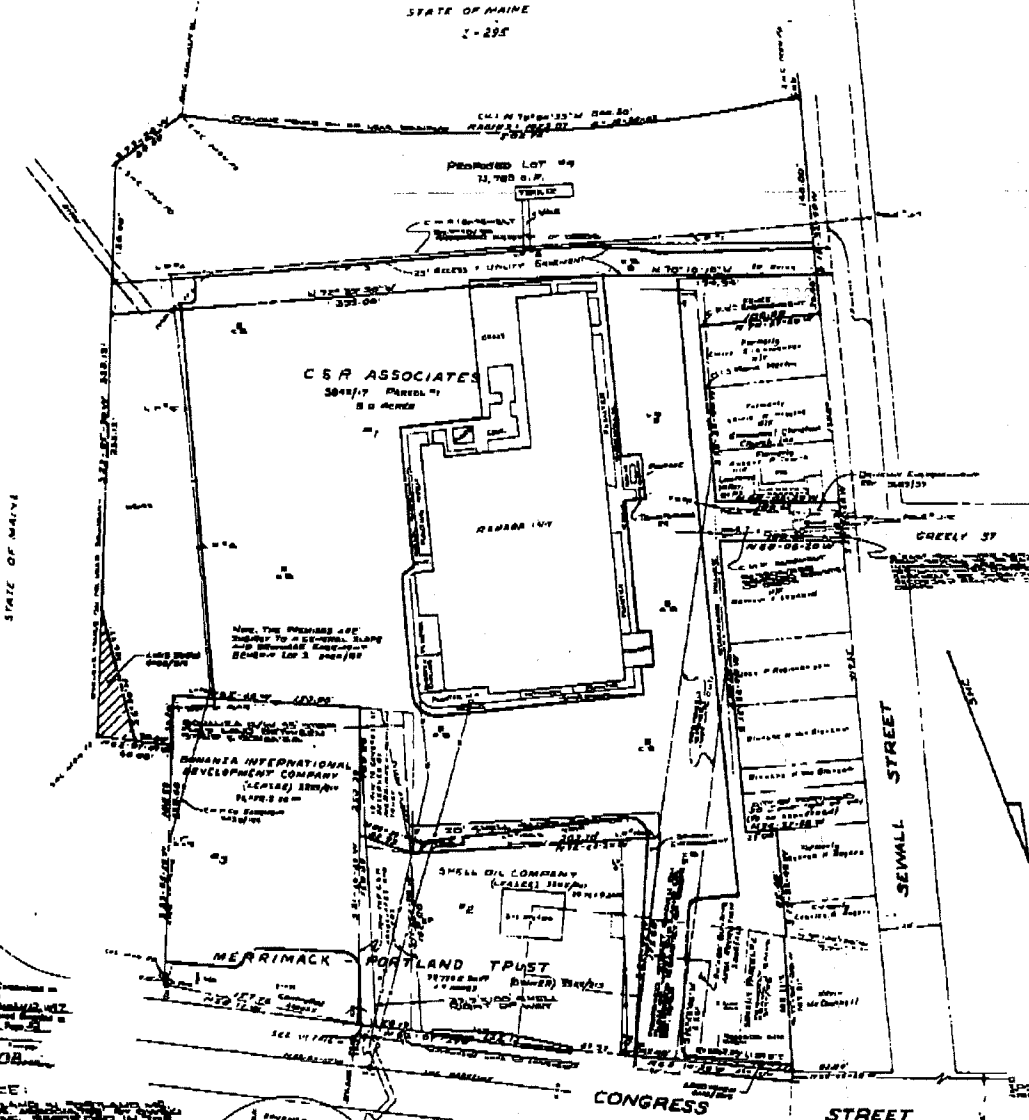
NOTES:
1. THESE PLANS SHOW THE PROPOSED LAYOUT AND ARE SUBJECT TO THE APPROVAL OF THE LOCAL OFFICIALS.
2. THE QUANTITIES SHOWN ON THESE PLANS ARE APPROXIMATE.
3. THE DATE OF THIS PLAN IS APPROXIMATE.

PLAN OF LAND	
IN	
PORTLAND, MAINE	
FOR	
G. S. R. ASSOCIATES	
Owen Haskell, Inc.	
144 State St., Portland, Maine	
DATE	12/2/97
SCALE	1" = 40'
PROJECT	1875 P

LEGEND	
---	OVERLAP, CONFLICT & VARIATION
---	UNDEVELOPED
---	EXISTING
---	PROPOSED
---	EXISTING BUILDING
---	PROPOSED BUILDING
---	EXISTING DRIVE
---	PROPOSED DRIVE
---	EXISTING WALL
---	PROPOSED WALL

APPROVED BY THE CITY OF PORTLAND PLANNING BOARD
 [Signature] [Signature]
 [Signature] [Signature]
 [Signature] [Signature]
 [Signature] [Signature]

STATE OF MAINE
 1-295



See all items contained on
 sheets of plan
 [Signature]

REFERENCE:
 [Text regarding map references and utility locations]



- NOTES:
1. FORMER CEMETERY AREAS PREVIOUSLY HAVE BEEN RELEASED BY CITY COUNCIL MARCH 1978
 2. THE SHOWN PERMITS DENY LOT WITHIN A FLOOD HAZARD ZONE
 3. LOCATION OF UTILITIES IS APPROXIMATE
 4. THIS PLAN IS NOT THE RESULT OF A STAKEHOLD SURVEY
 5. PREVIOUS LOT'S CURRENTLY OWNED BY C S R ASSOCIATES, 100 WOOD STREET, PORTLAND, MAINE

LEGEND
 LT OVERHEAD POWER & TELEPHONE
 D PEY UNDERGROUND
 W LIGHTRAIL
 M METRO
 C CATCHERMAN
 S SEWER LINE
 G GAS MAIN



NO.	DATE	DESCRIPTION
1	1/22/97	AMENDED SUBDIVISION PLAN
2	1/22/97	PORTLAND, MAINE
3	1/22/97	C. S. R. ASSOCIATE
4	1/22/97	Owen Haskell, Inc.
5	1/22/97	Civil Engineer
6	1/22/97	100 WOOD STREET, PORTLAND, MAINE 04102
7	1/22/97	Scale 1/4" = 10'

EXHIBIT B-1

EXHIBIT C

ENVIRONMENTAL DISCLOSURE AND RISK REVIEW QUESTIONNAIRE

A. PROPERTY IDENTIFICATION:

1. Address of Property:

1194-1204 Congress Street
Portland, Maine

2. Legal Description:

(Enter description here or attach current legal description to this questionnaire.)

B. SELLER IDENTIFICATION

1. Name: Olympia Equity Investors I, L.P.

2. Address:

500 Main Street
Bangor, Maine 04401

3. Identify the person who has completed this form on behalf of Seller and who has knowledge of the information contained in this form:

(a) Name: Karin Mahoney

(b) Position: President of General Partner

(c) Address: _____

C. ENVIRONMENTAL INFORMATION

1. What were/are the past and current uses of the Property?

Past Restaurant
Current Parkette Co.

2. What is the most recent business activity at this site?

Parking Lot

3. Are there any obvious physical signs of contamination on or around the Property?

Unknown

4. Have you ever conducted operations on the Property which involved the generation, disposal, manufacture, processing, transportation, treatment, storage or handling of "hazardous substances" as defined by federal, state or local statute or law?

No

5. Do you have any knowledge of any previous owners or users of the Property who have conducted operations on the Property which involved the generation, disposal, manufacture, processing, transportation, treatment, storage or handling of "hazardous substances" as defined by federal, state or local statute or law?

Unknown

6. Have you ever conducted operations on the Property which involved the processing, storage or handling of petroleum?

No

7. Do you have knowledge of any previous owners or users of the Property who have conducted operations on the Property which involved the processing, storage or handling of petroleum?

Unknown

8. Identify all environmental permits, if any, that you currently have. Have you ever in the past held any environmental permits in regard to this Property?

Unknown

9. Are there any potentially asbestos-containing materials present on the Property?

Unknown

10. Are there now or have there ever been any underground or above ground storage tanks on or under the Property? If yes, please provide specifics regarding said tanks including, but not limited to, capacity (gallons), installation dates, and whether such tank has been removed, abandoned or is currently in use.

Unknown

11. Are there electrical transformers or capacitors on the Property which may contain PCBs?

Unknown

12. Could the activities at or on any of the adjacent businesses or properties pose potential environmental risks to the Property?

Yes

13. Are there any ground water wells and/or septic fields on the Property?

Unknown

14. Is the ground water in the immediate area used as a source of drinking water?

Unknown

15. Is the Property, or any of the adjacent properties, on a federal, state or local list of hazardous waste sites?

unknown

16. Is the Property the subject of any environmental litigation or regulatory enforcement action?

unknown

17. Have you ever received any notice that you may be liable for cleaning up contamination caused by chemicals, wastes, petroleum or other hazardous materials?

no

18. Have you ever received any notice that you may be liable for personal injury or property damage because of chemicals, wastes, petroleum or other hazardous materials associated with your company?

no

19. Is there any pending or threatened litigation against you that involves an alleged violation of any environmental or health and safety statute or regulation?

unknown

20. Identify any current enforcement actions, investigations, or notices of violation regarding your company for violation of any environmental or occupational health and safety statute or regulation.

N/A

21. Are there any adverse press reports or complaints on file concerning the Property?

unknown

22. Is the Property near any flood plain, wetland, or sensitive ecological area?

Unknown

23. Are there any easements (i.e., roadways, pipelines, etc.) on the Property with potential environmental implications?

Unknown

24. Has any situation occurred at this site which resulted in a reportable "release" of any hazardous substances or petroleum? If yes, please describe the actions or events causing such release and any measures or actions taken following such release.

Unknown

* If further information or explanation is needed for clarification of any of the following questions, please identify the question number and provide information or further explanation on a separate sheet(s) and attach said sheet(s) hereto. Number of extra sheets attached:

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE FOREGOING INFORMATION IS SUBMITTED TO TIM DONUT U.S. LIMITED, INC. FOR THE PURPOSE OF INDUCING TIM DONUT U.S. LIMITED TO PURCHASE THE PROPERTY FROM SELLER AND WILL BE RELIED ON BY TIM DONUT U.S. LIMITED IN DETERMINING WHETHER TO PURCHASE THE PROPERTY, NOTWITHSTANDING ANY INDEPENDENT INVESTIGATION PERFORMED BY TIM DONUT U.S. LIMITED.

COMPANY NAME:

OLYMPIA EQUITY INVESTORS L.L.P. by Erin Management Group its General Partner

By: [Signature]

Title: President

Date: 10-22-97

From: ALEX JAEGERMAN
To: WJB
Date: 12/4/97 1:40pm
Subject: Deepwoods Dr. & Wendy's

Bill - Sorry to be hard to get ahold of by phone. You are also. I would like to talk to you about Deepwoods. I've tried calling Humeniuk's attorney several times, but no success so far in talking to him. I'd like to know what public works' take on this issue is. My assessment is that the Humeniuk berm is of minimal significance to the problems experienced by the Kelley's. I walked the site with Jim Wendell, and to really solve her drainage problem would likely require some kind of fiesd inlet and swale in her back yard, tied into the stormdrain in Deepwood. I could have Jim do further engineering on this, but have not because I'm not at all convinced that the city has any responsibility for the problem. If we engineer the solution, we will probably end up having to install it, which could be expensive. We can discuss this further, as to what if any responsibility the city has, or what can be done. Why has it been referred to you?

On another issue, you might be aware that Wendy's/ Tim Hortons, a double drive-through fast food (on Congress St. at former Bonanza site) is going through site plan review, scheduled for workshop Dec 9, public hearing Jan. 27. You might want to take a look at the plans. To me, they have Rite-Aid/McDonald's Morrills corner written all over them, what with Congress Street traffic, the 295 ramps and all. Larry hasn't been here long enough to remember those battles, but we have. I just don't want to get caught later on with a mess on our hands.

CC: JEG, kcote

From: ANTHONY LOMBARDO
To: kcote
Date: 12/3/97 8:38am
Subject: WENDYS.....Congress Street

The following comments were generated during Public Works/Engineering review of plans and application submitted on 11/26/97:

1. Applicant must provide plans showing existing and proposed grading and physical conditions.
2. Applicant must provide plans showing existing and proposed utilities.
3. Applicant must provide plans specifying erosion control measures and construction details.
4. Applicant must stormwater calculations and narrative.

December 8, 1997

Ms. Kandice Talbot
Portland Planning Department
389 Congress Street
Portland, ME 04101

Re: Proposed Wendy's/Tim Hortons
Restaurant
Congress Street
Sub: Utility Availability

Dear Ms. Talbot:

The intent of this letter is to summarize the required off-site utilities for the above referenced project and to confirm the availability of these utilities.

1. Water

The Portland Water District owns and operates three water mains on Congress Street. On December 3, 1997, our office contacted Mr. Kevin Ishihara of the District to describe the requirements for the project. Mr. Ishihara indicated that the three existing mains are 6", 8", and 12". He indicated that we could tie into the 6" or 8" and that sufficient capacity is available for the proposed restaurant.

2. Sanitary Sewer

The City of Portland Public Works Department owns and operates a 12" sewer main on Congress Street. On December 3, 1997, our office contacted Mr. Dave Peterson of the Public Works Department. Mr. Peterson confirmed that there is a 12" main in Congress Street. However, he indicated that we needed to submit a letter with the proposed sewage loading in order to confirm availability. On December 8, 1997, we submitted a letter to Mr. William Goodwin of the DPW.

3. Natural Gas

Northern Utilities owns and operates a 10" high pressure natural gas main in Congress Street. On December 3, 1997, our office contacted Mr. Scott Carpenter of Northern Utilities to describe the requirements for the project. He indicated that the existing main has sufficient capacity for the proposed loading.

Ms. Kandice Talbot
December 8, 1997
Page 2 of 2

4. Electric


Central Maine Power Company owns and operates a power supply infrastructure along Congress Street. On December 4, 1997, our office contacted Central Maine Power and confirmed that three-phase power is available along Congress Street with sufficient capacity to handle the proposed project.

5. Telecommunications

Bell Atlantic owns and operates a telecommunications infrastructure along Congress Street. On December 4, 1997, our office contacted Bell Atlantic and confirmed that there is sufficient capacity to service the project.

Please contact our office if you have any questions.

Very Truly Yours,
MHF Design Consultants, Inc.



Frank C. Monteiro, P.E.
Principal

FCM:jjn
61397.ltr
CR61397
cc: Frank Maglio, Wendy's International



MHF Design Consultants, Inc.

12-B Manor Parkway • Salem, NH 03079 • TEL (603) 893-0720 • FAX (603) 893-0733

December 8, 1997

Mr. William Goodwin
City of Portland Public Works Department
55 Portland Street
Portland, ME 04101

Re: Proposed Wendy's/Tim Horton's
Restaurant
Congress Street
Portland, ME
Sub: Sanitary Sewer Availability

Dear Mr. Goodwin:

MHF Design Consultants, Inc. (MHF) has been retained by Wendy's/Tim Horton's to design site plans for a proposed restaurant located on Congress Street between the existing Mobil gas station and the I-295 on ramp. Attached is a Utility Plan for your review. The intent of this letter is to confirm that the existing 12" sanitary sewer main on Congress Street has sufficient capacity to service the proposed restaurant.

The proposed restaurant is 5,500 sf with 96 seats. The restaurant is a combination Wendy's and Tim Horton's with separate kitchen and drive-thru facilities. The seats are located in one common dining area. The Tim Horton's restaurant serves a breakfast menu while the Wendy's serves an afternoon and evening menu. Therefore, the peak business hours do not conflict. The Tim Horton's restaurant uses ceramic cups and plates, while the Wendy's restaurant is all paper products.

Please confirm that the off-site sanitary sewage line has sufficient capacity to service the proposed project.

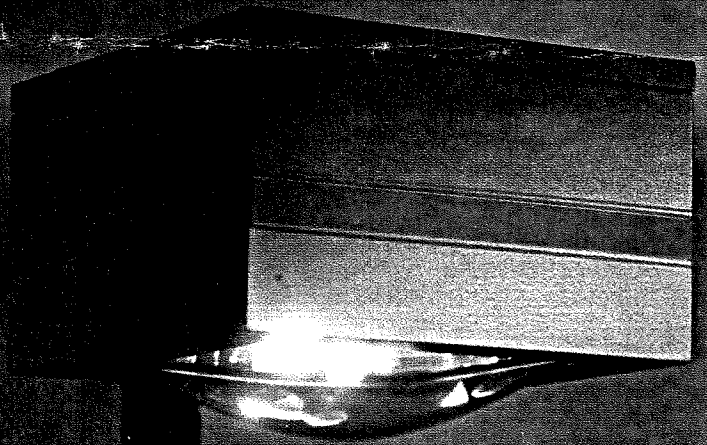
Very Truly Yours,
MHF Design Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Frank C. Monteiro', is written over the typed name and title.

Frank C. Monteiro, PE
Principal

FCM:jjn
613972.ltr
CR61397
cc: Frank Maglio - Wendy's International

E E N B R I A R
R U



lsi lighting systems™
THE ARCHITECTURE OF LIGHT

Greenbriar Series.

An achievement in optics,
performance and value.

Finally, there's a comprehensive approach to outdoor lighting. From product development that excites the architect, to quality assurance that satisfies the electrical engineer, to long-term value for the owner. With commanding aesthetics and optic brilliance conceived to work as one with your environment.

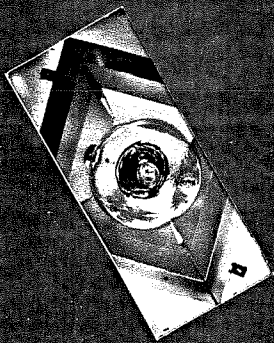
▼ **CONCEPT.** Greenbriar is our challenge to customary thinking. For the first time, superior optics are brought to light in a most cost-efficient housing. This is a statement in value.

▮ **OPTICS.** Vertical burn technology brings improved uniformity to light distribution. And with better uniformity comes better visibility.

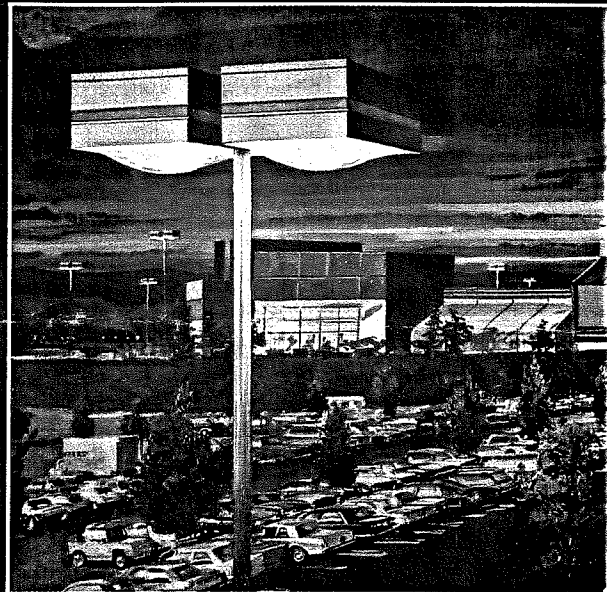
▣ **APPLICATION.** A range of photometrics makes this luminaire universal. You can apply Type II, Type III, Type V Square and Forward-Throw patterns with exceptional precision.

◆ **CHOICE.** Options in color, accent striping, size and mountings offer aesthetic, affordable appeal and lighting flexibility for today's competitive marketplace. Ideal for shopping centers, parking lots and more.

● **ASSURANCE.** Engineering, quality, confidence. This is the Architecture of Light. Only from LSI Lighting Systems.



THE ARCHITECTURE OF LIGHT

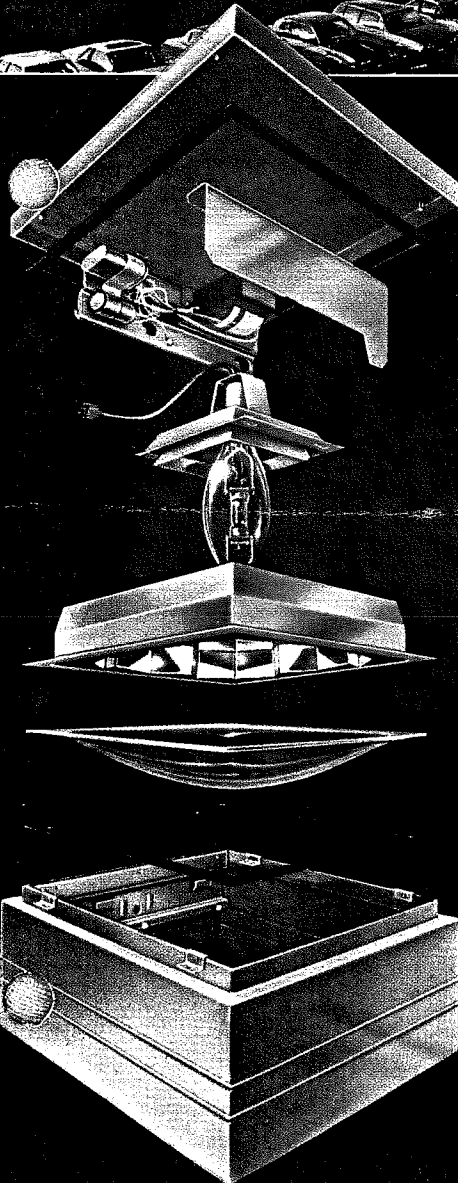
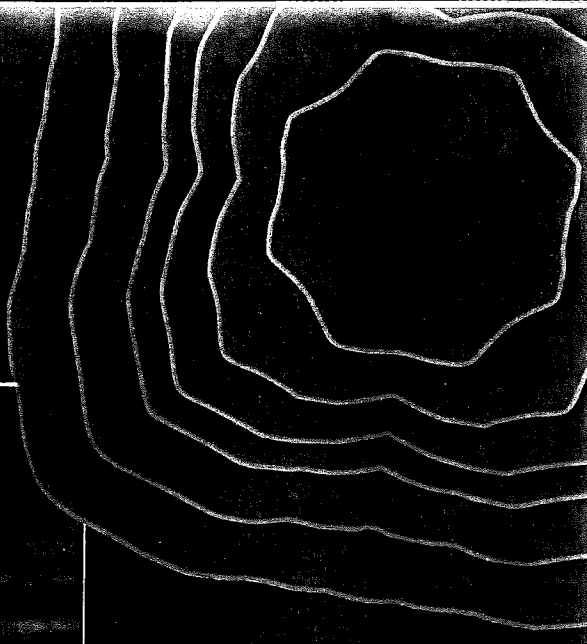


Greenbriar is more than a new fixture, it's a whole new category of lighting. Designed to be a vanguard for the 90's. Strong in capability. Dependable without question. Unique in value.

For the first time ever, lighting incorporates a high performance optical system into a smart, economical housing. The vertical burn lamp works in combination with segmented reflectors for a controlled, uniform distribution pattern. There are no hot spots, and because the throw of light is maximized, uniformity is at a level traditionally associated with far more expensive systems.

Now, optical performance is seamlessly merged with a no-nonsense physical assembly.

The fixture design is aesthetically inviting, yet ingeniously simple. And Greenbriar's contoured and tempered sag lens is totally sealed to stay clean inside, while an innovative top cover plate protects components against insects and moisture.



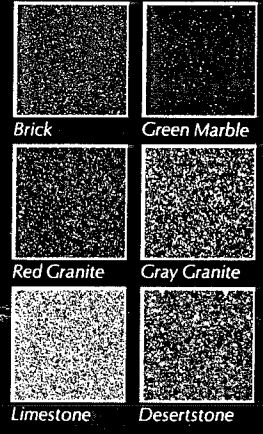
Above all, a new top-access design brings greater ease and time savings during installation and servicing. By simply loosening four captive fasteners, you can access the removable ballast tray and lamp — all through the top of the fixture.

Complement your architecture by selecting from a wide scope of standard colors, plus a full array of optional colors at special request. Optional accent color decal stripes are also available. You can also choose pole-top or arm-mount systems.

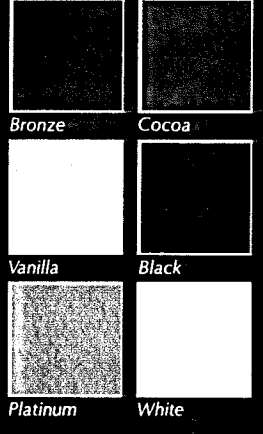
And, as with all LSI lighting products, your Greenbriar installation will remain beautiful thanks to DuraGrip™, our revolutionary baked-on polyester-powder finishing process. It's guaranteed not to crack, peel or oxidize for 5 years.



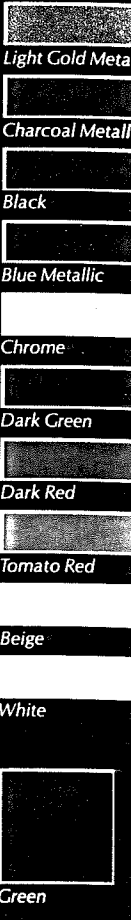
Luminaire Finishes
Architectural



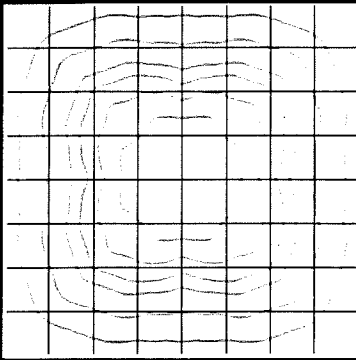
Standard



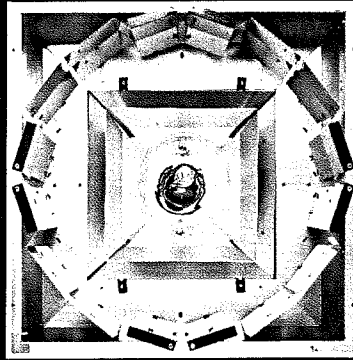
Color Decal



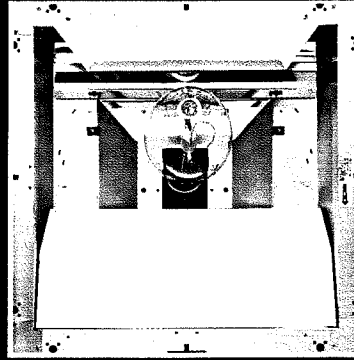
PHOTOMETRICS & REFLECTOR SYSTEMS



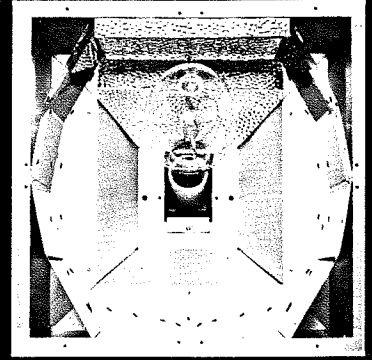
DISTRIBUTION: Type V Square (shown)
Also available: Type II, III, FA and FP.



Type V Square Distribution,
400 Watt Metal Halide

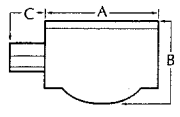
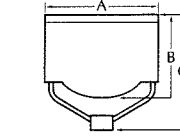
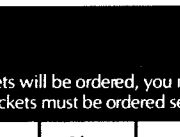
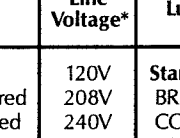


Type FP (Forward Throw Perimeter)
Distribution, 400 Watt Metal Halide



Type III Distribution,
400 Watt Metal Halide

LUMINAIRE EPA CHART (ANSI Standards)	■ Pole-Top Mount	▣ Single	▢ D90	▣ D180	▣ T90	▣ TN120	▣ Q90
Medium							
Arm-Mount—14" Bracket (GBM)	—	3.2	6.4	6.4	9.5	9.6	12.7
Pole-Top (GBPM)	3.4	—	—	—	—	—	—
Large							
Arm-Mount—14" Bracket (GBL)	—	4.7	9.4	9.4	14.0	14.0	18.7
Pole-Top (GBPL)	5.0	—	—	—	—	—	—

DIMENSIONS	A	B	C
	21-5/8"	15-5/8"	14"
	21-5/8"	15-5/8"	21-15/16"
	26-1/8"	19-1/2"	14"
	26-1/8"	19-1/2"	26-13/16"

HOW TO ORDER LUMINAIRES

Optional Brackets: If optional brackets will be ordered, you must select "DSB—Delete Standard Bracket" in the Options column of this chart. Optional brackets must be ordered separately from the Optional Bracket Ordering Information chart.

Luminaire Prefix	Distribution	Lamp Wattage	Light Source	Lens	Line Voltage*	Luminaire Finish	Options
Medium Arm-Mount GBM Pole-Top GBPM	2 – Type II 3 – Type III FP – Perimeter Forward Throw 5 – Type V Square	150 175 250 400	HPS – High Pressure Sodium 150, 250, 400 Watt SMV – Super Metal Halide (Vertical) 400 Watt MH – Metal Halide 175, 250, 400 Watt	CT – Contoured Tempered Glass	120V 208V 240V 277V 480V MT – Multi Tap	Standard BRZ – Bronze COA – Cocoa VAN – Vanilla BLK – Black PLT – Platinum WHT – White GRN – Green Architectural BRD – Brick GYG – Gray Granite RDG – Red Granite LMS – Limestone DTS – Desertstone MGR – Green Marble	Brackets DSB** – Delete Standard Bracket Fixture PCI† – Button-Type Photoelectric Control LL – Less Lamp CL – Coated Lamp FS – Fusing for 120V and 277V (except for 1000W in 120V) FS1 – Fusing for 120V/1000W FD – Double Fusing for 208V and 240V FD1 – Double Fusing for 480V HSS†† – House Side Shield RPP – Round Pole Plate NO – No Options Color Decals 45 – Light Gold 20 – Charcoal Metallic 55 – Black 94 – Blue Metallic 01 – Chrome 59 – Dark Green 51 – Dark Red 21 – Tomato Red 575 – Beige 50 – White
Large Arm-Mount GBL Pole-Top GBPL	2 – Type II FP – Perimeter Forward Throw FA – Automotive Forward Throw 5 – Type V Square	400 750 1000	HPS – High Pressure Sodium 400, 750, 1000 Watt SMV – Super Metal Halide (Vertical) 400, 1000 Watt MH – Metal Halide 400, 1000 Watt				

14" Arm Mount (Bolt-On Bracket) or Pole Top Mount is shipped standard with luminaires.

EXAMPLE OF A TYPICAL ORDER

GBM – 5 – 400 – MH – CT – 120 – BRZ – NO

NOTE: Architectural finishes require additional lead time.

●●●●● THE ARCHITECTURE OF LIGHT

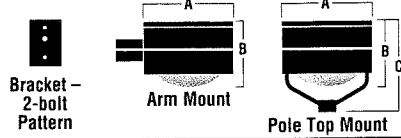
LSI lighting systems™

LSI LIGHTING SYSTEMS, A Division of LSI Industries Inc.

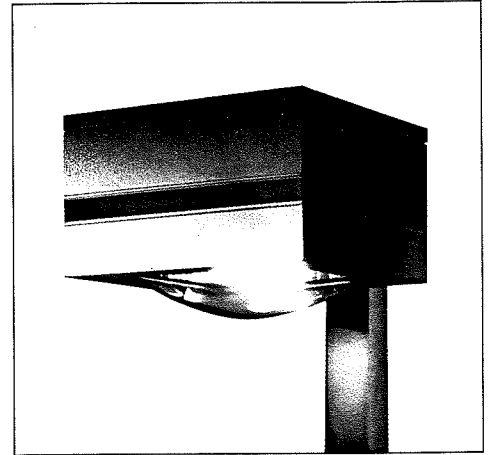
 
listed for CSA Certified
wet locations

* For international voltages, consult factory.
** See Optional Bracket Ordering Information to order other mounting types.
† Specify single line voltage. 480V not available.
†† Consult factory for Pole Top units.

DIMENSIONS



	A	B	C
GBM Medium Arm Mount	21-5/8"	15-5/8"	—
GBPM Medium Pole Top	21-5/8"	15-5/8"	21-15/16"
GBL Large Arm Mount	26-1/8"	19-1/2"	—
GBPL Large Pole Top	26-1/8"	19-1/2"	26-13/16"



LUMINAIRE EPA CHART

Includes bracket.

Pole Top Mount



	Single	D90°	D180°	T90°	TN120°	Q90°
Medium						
Greenbriar – 12" Arm Mount Bracket (GBM)	—	3.3	5.9	6.6	9.1	9.3
Greenbriar – Pole Top (GBPM)	3.4	—	—	—	—	—
Large						
Greenbriar – 14" Arm Mount Bracket (GBL)	—	4.7	8.8	9.3	13.3	13.7
Greenbriar – Pole Top (GBPL)	5.0	—	—	—	—	—

LUMINAIRE ORDERING INFORMATION

Select appropriate choice from each column to formulate order code. Refer to example below.

Luminaire Prefix	Distribution	Lamp Wattage	Light Source	Lens	Line Voltage**	Luminaire Finish	Options
Medium	2 – Type II 3 – Type III FP – Perimeter Forward Throw 5 – Type V Square	250 400	HPS – High Pressure Sodium 250, 400 Watt SMV – Super Metal Halide (Vertical) 400 Watt MH – Metal Halide 250, 400 Watt	CT – Contoured Tempered Glass	347V 480V MT – Multi Tap [†]	BRZ – Bronze BLK – Black PLT – Platinum COA – Cocoa BUF – Buff WHT – White GRN – Green	6BK – 6" Bracket PCI120V – Button-Type Photoelectric Control PCI208V – Button-Type Photoelectric Control PCI240V – Button-Type Photoelectric Control PCI277V – Button-Type Photoelectric Control LL – Less Lamp CL – Coated Lamp FS120V – Single Fusing FS277V – Single Fusing FS347V – Single Fusing FD208V – Double Fusing FD240V – Double Fusing FD480V – Double Fusing NO – No Options
Large	2 – Type II FP – Perimeter FA – Automotive Forward Throw 5 – Type V Square	750 1000	HPS – High Pressure Sodium 750, 1000 Watt* SMV – Super Metal Halide (Vertical) 1000 Watt MH – Metal Halide 1000 Watt				Color Decals 45 – Light Gold Metallic 20 – Charcoal Metallic 94 – Blue Metallic 59 – Dark Green 21 – Tomato Red 55 – Black 50 – White 575 – Putty 01 – Chrome 51 – Dark Red

EXAMPLE OF A TYPICAL ORDER

GBM 5 400 MH CT MT BRZ NO

*750W High Pressure Sodium not available in MT. Specify voltage required.

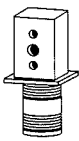
**For international voltages, consult factory.

[†]MT – Multi Tap is shipped standard unless otherwise specified. Multi Tap consists of 120V, 208V, 240V, and 277V.

Note: Consult factory for replacement arms. A 6" bracket can only be ordered with single and D180° configurations.

OPTIONAL BRACKET ORDERING INFORMATION

Internal Fitter

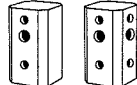


Order Number Bracket Configuration

BKA-4ISF-D180-**-CLR	D180°
BKA-4ISF-Q90-**-CLR	Q90°
BKA-5ISF-D180-**-CLR	D180°
BKA-5ISF-Q90-**-CLR	Q90°

Note: CLR – Specify finish.

Tenon Mount Fitter*



Order Number Bracket Configuration

BKA-NM-D180-**-CLR	D180°
BKA-NM-Q90-**-CLR	Q90°

*Tenon size is 2-3/8" O.D. Consult factory for other sizes.

Wall Mount Plate



Order Number Bracket Configuration

BKS-BO-WM-**-CLR	Wall Mount
------------------	------------

Pole Top Adaptor



Order Number Pipe Size Max. O.D. of Tenon

BKS-RPT-TA-2	2"	2-3/8"
BKS-RPT-TA-2-1/2	2-1/2"	2-7/8"
BKS-RPT-TA-3	3"	3-1/2"

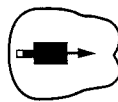
Note: Specify finish. Slipfits 2-3/8" O.D. tenon, unless specified differently.

ACCESSORY* ORDERING INFORMATION

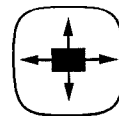
Description	Order Number
GBM 2 HSS – House Side Shield	4342901**
GBPM 2 HSS – House Side Shield	4342901**
GBM 3 HSS – House Side Shield	4342902**
GBPM 3 HSS – House Side Shield	4342902**
GBM FP HSS – House Side Shield	4342902**
GBPM FP HSS – House Side Shield	4342902**
GBL 2 HSS – House Side Shield	4342903**
GBPL 2 HSS – House Side Shield	4342903**
GBL FA HSS – House Side Shield	4342904**
GBPL FA HSS – House Side Shield	4342904**
GBL FP HSS – House Side Shield	4342904**
GBPL FP HSS – House Side Shield	4342904**
RPP – Round Pole Plate	6908901**

*Accessories are field installed.

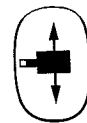
**Black only.



Forward Throw
FP -Reflector



Type 5
Reflector



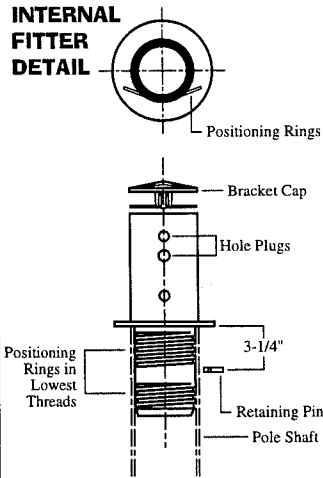
Type 2
Reflector

Greenbriar Series

2/1/97

OPTIONAL

INTERNAL FITTER DETAIL

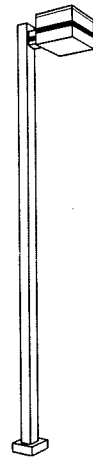


SINGLE



Single

Luminaire: Greenbriar
Distribution Type: FP, 5, 2
Lamp Wattage: 1000 Watt
Light Source: Metal Halide
(Vertical Burn) Reduced Envelope Lamp
Configuration: Single - 12" Bolt on Bracket
Pole: 24' Square Steel with 9"-11" slotted base



DOUBLE 180

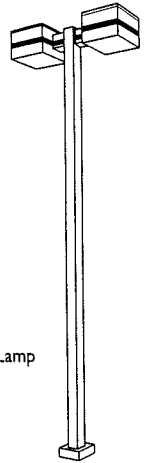


D180

Optional Reflector Rotatable Optics



Luminaire: Greenbriar
Distribution Type: FP, 5, 2
Lamp Wattage: 1000 Watt
Light Source: Metal Halide
(Vertical Burn) Reduced Envelope Lamp
Configuration: D180 - 12" Bolt on Bracket
Pole: 24' Square Steel with 9"-11" slotted base

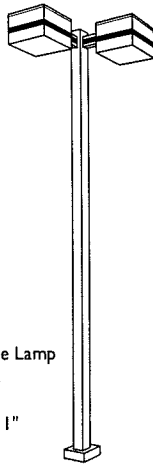


DOUBLE 90



D90

Luminaire: Greenbriar
Distribution Type: FP
Lamp Wattage: 1000 Watt
Light Source: Metal Halide
(Vertical Burn) Reduced Envelope Lamp
Configuration: D90 - 12" Bolt on Bracket
Pole: 24' Square Steel with 9"-11" slotted base

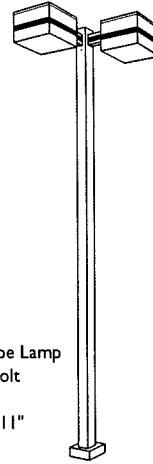


DOUBLE DN90

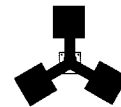


DN90

Luminaire: Greenbriar
Distribution Type: FP
Lamp Wattage: 1000 Watt
Light Source: Metal Halide
(Vertical Burn) Reduced Envelope Lamp
Configuration: DN90 - 12" Bolt on Bracket
Pole: 24' Square Steel with 9"-11" slotted base

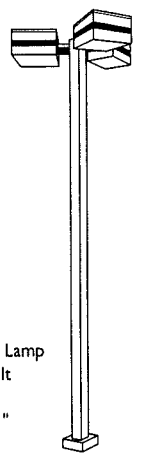


TRIPLE 120



TN120

Luminaire: Greenbriar
Distribution Type: FP, 5
Lamp Wattage: 1000 Watt
Light Source: Metal Halide
(Vertical Burn) Reduced Envelope Lamp
Configuration: TN120 - 12" Bolt on Bracket
Pole: 24' Square Steel with 9"-11" slotted base



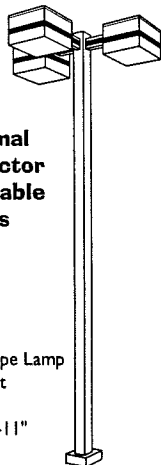
TRIPLE 90



T90

Optional Reflector Rotatable Optics

Luminaire: Greenbriar
Distribution Type: FP, 5
Lamp Wattage: 1000 Watt
Light Source: Metal Halide
(Vertical Burn) Reduced Envelope Lamp
Configuration: T90 - 12" Bolt on Bracket
Pole: 24' Square Steel with 9"-11" slotted base

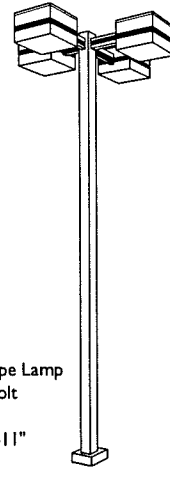


QUAD 90



Q90

Luminaire: Greenbriar
Distribution Type: 5
Lamp Wattage: 1000 Watt
Light Source: Metal Halide
(Vertical Burn) Reduced Envelope Lamp
Configuration: Single - 12" Bolt on Bracket
Pole: 24' Square Steel with 9"-11" slotted base

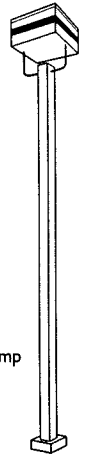


POLE TOP MOUNT



Pole Top Mount

Luminaire: Greenbriar
Distribution Type: 5
Lamp Wattage: 1000 Watt
Light Source: Metal Halide
(Vertical Burn) Reduced Envelope Lamp
Configuration: Pole Top
Pole: 22' Square Steel with 9"-11" slotted base
Overall Height: 24'



GREENBRIAR MEDIUM/LARGE

THE GREENBRIAR® SERIES – MEDIUM/LARGE

Designed to be a vanguard for the '90s, there's finally a comprehensive approach to outdoor lighting. Greenbriar incorporates a high-performance vertical burn optical system into a smart, economical housing. Strong in capability. Dependable without question. Unique in value.

SPECIFICATIONS

HOUSING

The Greenbriar's aluminum housing is finished to produce a clean, sharp appearance, and designed to ensure weather-tight construction. Top-access cover provides ease of installation and servicing. All pole-top fixtures are pre-wired. Each fixture is UL listed and CSA certified for wet locations.

LENS/GASKET

The Greenbriar's contoured tempered glass lens is sealed to the housing with an EPDM gasket, preventing entry of moisture and insects.

TOP FASTENERS

The Greenbriar's four captive stainless steel door fasteners secure the top-access cover to the housing.

SOCKETS

Porcelain mogul-base sockets feature spring-reinforced contacts for long life.

LIGHT SOURCES

The Greenbriar is designed to operate with any of the following lamp types: High Pressure Sodium, Super Metal Halide, or Metal Halide with mogul-base sockets.

REFLECTORS/DISTRIBUTION PATTERNS

The Greenbriar fixture is available in five reflector systems and distribution patterns, all with vertical burn lamps: Type II (2), Type III (3) (400 Watt only), Type V Square (5), Automotive Forward Throw (FA) (1000 Watt only), and Perimeter Forward Throw (FP). Reflectors are field-rotatable, enabling generous flexibility in distribution patterns without fixture movement. All photometric data is certified by an independent testing facility.

FINISHES

Each Greenbriar fixture is finished with DuraGrip®, LSI Lighting Systems' revolutionary superior baked-on polyester-powder finishing process, to give the fixture an exceptionally attractive appearance. Standard finish colors available for the Greenbriar are bronze, black, platinum, cocoa, buff, white, and green. The DuraGrip polyester finish withstands extreme weather changes without cracking or peeling. Finish is guaranteed for five full years.

DECAL STRIPING

To complement the fixture's appearance, a color-coordinated decal is available in 10 standard decal colors or by custom order from a selection of hundreds. Decal is guaranteed for five years against peeling, cracking, or fading.

BALLAST

High-power factor ballast with removable ballast tray. Metal Halide, Super Metal Halide, and High Pressure Sodium fixtures feature a type CWA ballast. All ballast types are designed for -20° F operation.

BRACKETS

Arm Mount: 2-1/2" x 6" x 12" length, extruded aluminum bracket shipped standard with medium luminaires (GBM). Fourteen-inch arm mounts are shipped standard with large luminaires (GBL) only. (A 6" bracket is available for single or D180° configurations, but must be ordered from the Options column of the ordering chart.) A Round Pole Plate (RPP) is required for mounting to 3"-5" round poles. (See Accessories chart.)

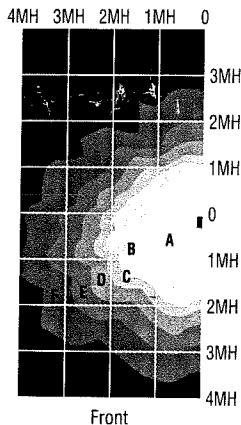
Pole Top: The cast aluminum mounting hub conceals wiring compartment and mounting hardware (consisting of four 11/16" O.D. aluminum rods for medium fixtures and 7/8" O.D. aluminum rods for large fixtures, and a high-strength grade-five steel bolt with nylon insert and split lock washer for double locking).

POLES

Refer to Poles/Brackets section of catalog for pole information.

PHOTOMETRICS

400W High Pressure Sodium
Type III –
Vertical Burn Distribution



MTG. HT.	A	B	C	D	E	F
12'	13.89	6.94	4.86	2.78	1.39	.56
14'	10.20	5.10	3.57	2.04	1.02	.41
16'	7.81	3.91	2.73	1.56	.78	.31
18'	6.17	3.09	2.16	1.23	.62	.25
20'	5.00	2.50	1.75	1.00	.50	.20
22'	4.13	2.07	1.45	.83	.41	.17
24'	3.47	1.74	1.22	.69	.35	.14
26'	2.96	1.48	1.04	.59	.30	.12
28'	2.55	1.28	.89	.51	.26	.10
30'	2.22	1.11	.78	.44	.22	.09

Lumen Rating 50,000
Levels shown are in footcandles.

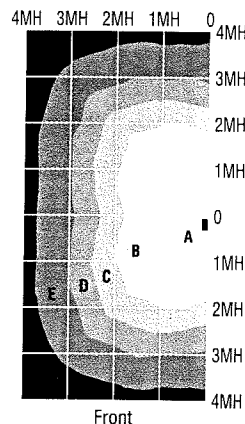
listed for wet locations.

CSA Certified

MTG. HT.	A	B	C	D	E
20'	11.25	4.50	2.25	1.13	.45
22'	9.30	3.72	1.86	.93	.37
24'	7.81	3.13	1.56	.78	.31
26'	6.66	2.66	1.33	.67	.27
28'	5.74	2.30	1.15	.57	.23
30'	5.00	2.00	1.00	.50	.20
35'	3.67	1.47	.73	.37	.15
38'	3.12	1.25	.62	.31	.12
45'	2.22	.89	.44	.22	.09
50'	1.80	.72	.36	.18	.07

Lumen Rating 115,000
Levels shown are in footcandles.

1000W Super Metal Halide
Type V Square – Vertical Burn Distribution



LIGHTING SYSTEMS A Division of LSI Industries Inc.

10000 Alliance Road • P.O. Box 42728 • Cincinnati, Ohio 45242-0728 • (513) 793-3200 • FAX (513) 984-1335



CITY OF PORTLAND

December 10, 1997

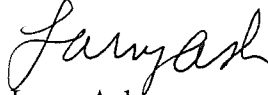
Mr. John L. Murphy, P.E.
Traffic Engineer
RR1, Box 6300
West Baldwin ME 04091-9745

Re: Portland, ME Wendy's International

Relative to the above-referenced project, the following additional information would be essential as part of a Traffic Impact Study.

- An analysis of existing conditions on Congress and at the proposed development site.
- A detailed, scaled drawing exhibiting exits/entrances to the proposed site as well as circulation within.
- An analysis of conditions on Sewall Street
- An analysis of conditions at the intersection of Sewall Street and Congress Street
- Trip generation and trip distribution resulting from this development and an analysis of the affects of this distribution on adjacent businesses and Congress Street
- An accident history on Congress Street and how this development may impact (increase/decrease) accident potential.
- Review of sight restrictions, if any.
- A review of alternatives for access/egress to/from Congress Street.

Sincerely,
CITY OF PORTLAND


Larry Ash
Traffic Engineer

LA:jw

pc: William J. Bray, P.E., Acting Director of Public Works
Bruce A. Bell, Operations Manager
Joe Gray, Planning
Kandi Talbot, Planning

Murphy.doc



December 11, 1997

City of Portland
Planning and Urban Development
389 Congress Street
Portland, ME 04101
attn: Ms. Kandice Talbot

RE: Wendy's / Tim Horton's Site Plan Application

Dear Ms. Talbot:

Attached please find the Greenbriar Series site light cut sheets which you requested today. If you forward the information regarding your lighting standards we will make the appropriate adjustments to our lighting plan.

If you have any questions or need any additional information please contact me at (800) 826-3000 x 135.

Sincerely,

WENDY'S INTERNATIONAL

Frank Maglio
Division Engineering Manager

cc: F. Monteiro, MHF



December 3, 1997

Right of Way Division
Maine Department of Transportation
16 State House Station
Augusta, ME 04333
attn: Ms. Janet Myers

Re: Controlled Access Fence, Congress Street / I-295, Portland

Dear Ms. Myers:

I am writing regarding the controlled access fencing highlighted along the front of Lot # 3 on Sheet 1B, attached, and a proposed Wendy's / Tim Horton's building shown on the attached Sheet 1E.

At a preliminary meeting with Alex Jaegerman and Kandice Talbot of the Portland Planning Department it was requested that Wendy's install a pedestrian way from the sidewalk to the front of the building. I have illustrated the concept and the required break in the controlled access fence required. I understand that this fence delineates the D.O.T. right of way and any modification of the fence requires D.O.T. approval.

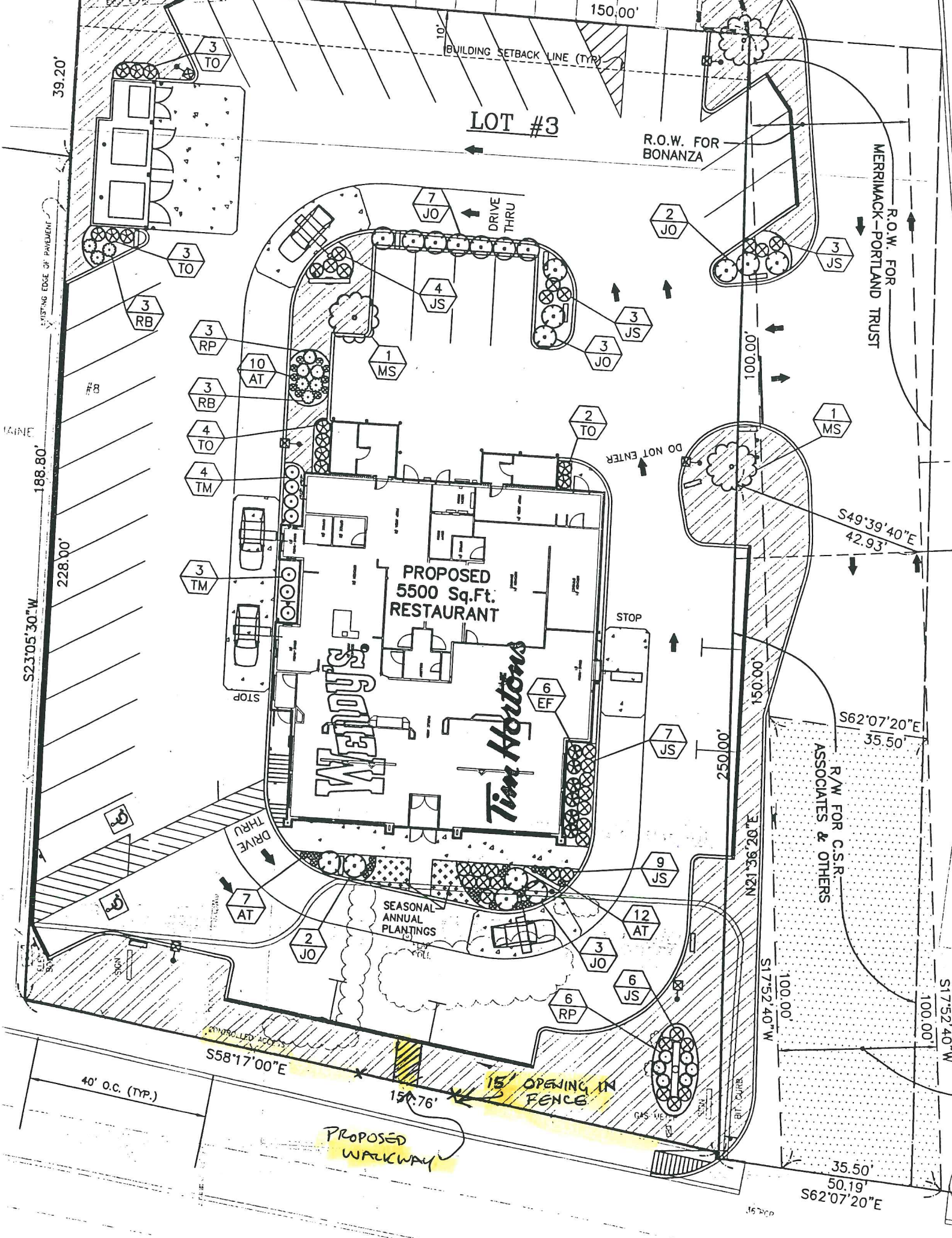
I would appreciate it if you could run this by the board and let me if we may accommodate this request.

Sincerely,

WENDY'S INTERNATIONAL

Frank Maglio
Division Engineering Manager

cc: **Kandice Talbot, Portland Planning Department**



LOT #3

PROPOSED
5500 Sq.Ft.
RESTAURANT

Wendy's
Tim Hortons

SEASONAL
ANNUAL
PLANTINGS

15' OPENING IN
FENCE

PROPOSED
WALKWAY

R.O.W. FOR
BONANZA

R.O.W. FOR
MERRIMACK-PORTLAND TRUST

R/W FOR C.S.R.
ASSOCIATES & OTHERS

39.20'

150.00'

188.80'

228.00'

S23°05'30"W

BUILDING SETBACK LINE (TYP)

DRIVE THRU

100.00'

S49°39'40"E
42.93'

STOP

STOP

DO NOT ENTER

150.00'

S62°07'20"E
35.50'

250.00'

310.02'±12N

S17°52'40"W

S17°52'40"W

100.00'

S58°17'00"E

40' O.C. (TYP.)

150.76'

35.50'

S62°07'20"E

167 PCP

STORM WATER MANAGEMENT REPORT

For

**WENDY'S & TIM HORTON'S RESTAURANT
CONGRESS STREET
PORTLAND, MAINE**

(Tax Map 108 Section A, Lot 3)

Prepared For

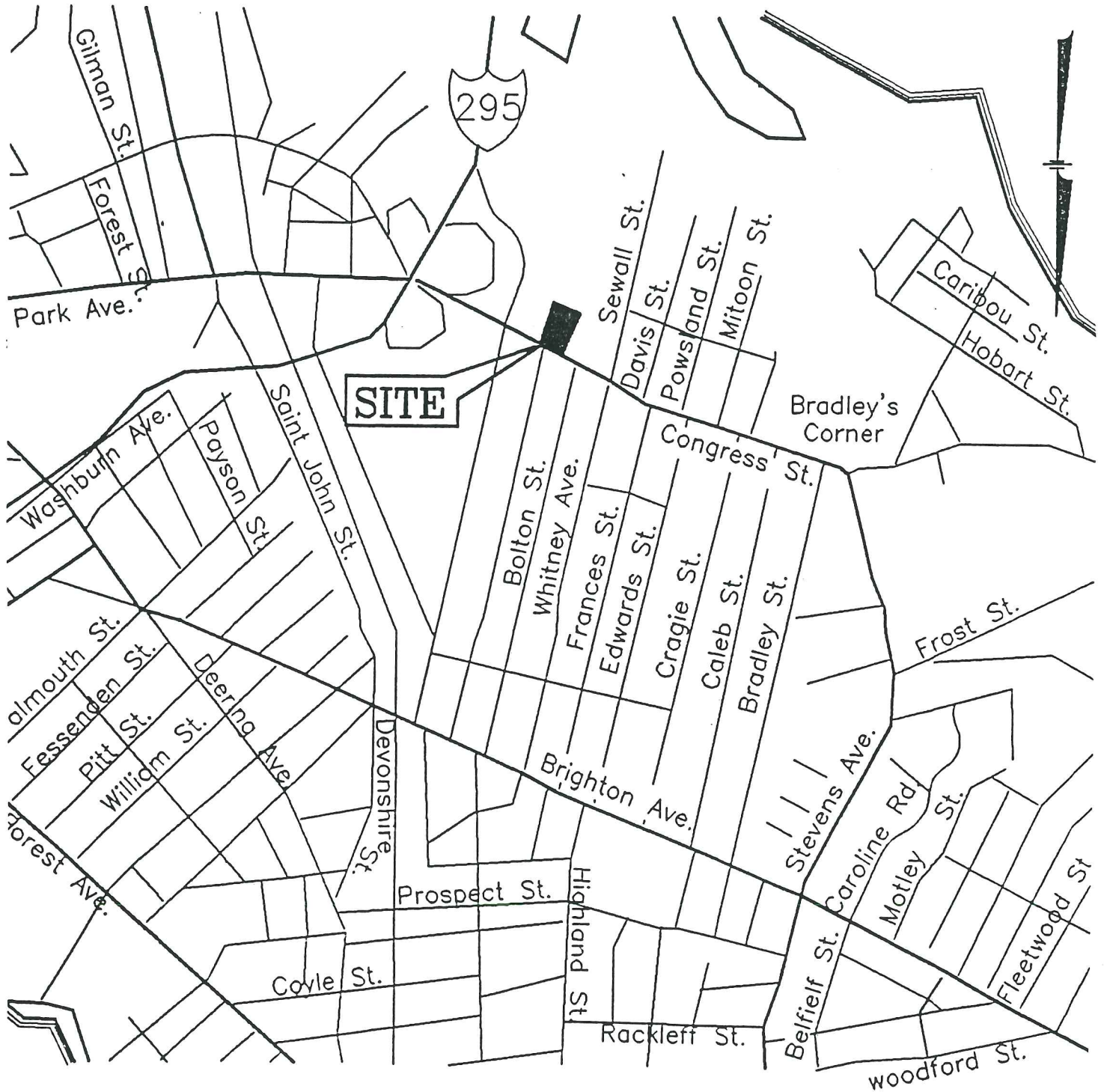
**WENDY'S INTERNATIONAL
4288 WEST DUBLIN - GREENVILLE ROAD
DUBLIN, OHIO**

Prepared By

PROJECT # 61397

Dec. 3, 1997

Figure 1. Project Location Map.



LOCATION MAP

(NOT TO SCALE)

A. Narrative

1. Objective

The objective of this report is to evaluate the impact of the proposed Wendy's/ Tim Horton's Restaurant, with respect to on-site and off-site stormwater runoff. A comparison of the pre-development stormwater runoff, to the post-development stormwater runoff is made and a proposed stormwater management system is designed to attenuate the increase in stormwater runoff, due to the proposed development of this project. This report includes:

- supporting calculations;
- tables and charts utilized for the predevelopment and postdevelopment stormwater runoff analysis;
- the proposed stormwater management system design; and
- calculations which support the design of the stormwater drainage system proposed for this development.

2. Project Description

The proposed development is located at the southern side of Congress Street; east of Sewall Street at the south easterly corner of Congress Street and a shared ROW (a.k.a. Bonanza R/W) with a Mobil Station and the Double Tree Hotel. The property is further identified by the City of Portland, Maine Tax Map 189 Section A, Lot 3. The site consists of approximately 36,452 square feet of land. The proposed Site Plan includes a 5,500 square foot restaurant with drive up windows and required onsite parking. Other associated improvements include: a definitive access point; logical circulation and onsite parking; onsite solid waste control; contemporary landscaping; lighting; underground utilities; and a stormwater management system.

3. Existing Drainage Conditions

The majority of the existing drainage runoff (0.65 acres) flows to an existing catch basin, located 100 feet to the south of this site, in the paved parking lot. This catch basin outlets on the easterly side of the parking lot and existing development through a 10" storm drain. (It is anticipated that by today's ridged design standards, this storm drainage line would be considered substandard.) The proposed site outlet, flows through a grass detention swale before outleting in the same vicinity, as the current outlet.

For the remainder of the lot runoff (0.07 landscaped acres) drains toward Congress Street where the closed drainage system located within Congress Street picks this drainage runoff up and the final remainder of the drainage runoff drains toward the closed drainage system located within the Bonanza Drive ROW. Refer to the Predevelopment (Existing Conditions Plan).

The peak drainage runoff rates for this site, for the pre-development conditions are based on:

- the runoff rates for the existing soil type (a Belgrade Soil and a US - SCS Hydrologic Group B soil);
- drainage runoff contributory areas;
- the type and condition of ground coverage;
- intensity-frequency-duration curves for Portland, Maine;
- the time of concentration for each drainage subarea (it is assumed that the absolute minimum time of concentration is five minutes for all point within the watershed to make it way to the point of collection) and
- the size of each drainage subcatchment area within the watershed.

The pre-development peak flows which are analyzed for the site under existing conditions are computed, so these peaks can be compared with the calculated peak rates for the post-development conditions. All analysis is performed using the United States Department of Agriculture - Soil Conservation Service (USDA SCS), Type III, 24-hour storm distribution, for the design year storms 2, 10 and 25.

4. Proposed Drainage Conditions

The stormwater runoff from the proposed development is collected into a close drainage system which is outleted into an open channel storm water grass treatment swale. This swale also functions as storm water detention swale. The swale is graded with 4 to 1 side slopes and has a 3 foot flat bottom width. The maximum depth of the swale is approximately 2 1/2 feet deep. The detention swale is designed with a 12" RCP outlet culvert. This outlet invert is elevation 26.00. This pipe ties into the proposed drainage system¹ recently approved for Double Tree Hotel.

5. Stormwater Runoff

Methodology

This analysis evaluates the impact of the proposed development with respect to the predevelopment and postdevelopment stormwater runoff. Comparison of the predevelopment stormwater runoff, to the post-development stormwater runoff is made and a proposed stormwater management system is designed to reduce the effects of increased stormwater runoff from the proposed development. The predevelopment and postdevelopment stormwater runoff rates for the project site are determined for the 24-hour USDA-SCS, Type III rainfall distribution for the 2, 10 and 25-Year Storms.

Stormwater runoff analysis is based on the USDA-SCS methods as described in "Urban Hydrology for Small Watersheds" 2nd Edition, Technical Release-55 (TR-55) and "Program for Project Formulation Hydrology" (TR-20 Computer Program) and the Stage/Storage Indication Method for storm water routing. Interior storm drainage design is based on the Rational Method. Stormed for Windows developed by Haestad Methods is used in the storm water routing.

¹

Peak discharge hydrographs for the overall project site were calculated for the predevelopment and post development conditions. Runoff curve numbers were determined for the various hydrologic soil groups and land uses. This was done for the pre and postdevelopment conditions. The time of concentration for the pre and postdevelopment conditions were determined based on current land use and topography. A five minute minimum time of concentration was assumed for design purposes. This represents a minimum "worst case" situation. Since the runoff would be directed to storm inlets and concentrated in a closed drainage system with a short hydraulic length and since each catchment area is relatively small in extent this assumption is reasonable. The coefficient of runoff for each area used is a weighted average, based on land use and hydrologic soil group. The hydrologic soil group within the proposed project site is a Belgrade Soil which is a Hydrologic Soil Group "B" soil. The project site is divided into storm drainage system catchment areas. The inlet and storm collection system piping is then sized. The network is then routed to the point of discharge. The hydrograph at the point of discharge is then compared with the predevelopment peak runoff.

6. Summary

The results of the detailed analysis and comparison of the predevelopment and postdevelopment runoff for the site drainage is as follows:

Table 1: Site Analysis: Pre & Post-Development Peak Rates of Runoff

Design Storm Frequency	2-Year	10-Year	25-Year
Predevelopment Conditions:			
South of Site	1.99 cfs	3.05 cfs	3.71 cfs
Bonanza Drive	0.26 cfs	0.40 cfs	0.46 cfs
Congress Street	0.01 cfs	0.02 cfs	0.05 cfs
Postdevelopment Conditions:			
South of Site	1.99 cfs	3.31 cfs	3.97 cfs
Bonanza Drive	nil	0.01 cfs	0.01 cfs
Congress Street	nil	nil	nil
Postdevelopment Change			
South of Site	0 cfs	0.26 cfs	0.26 cfs
Bonanza Drive	(0.26) cfs	(0.39) cfs	(0.45) cfs
Congress Street	(0.01) cfs	(0.02) cfs	(0.04) cfs

B. Hydrologic Site Analysis - Drainage & Detention System Design

1. Drainage Analysis Basis

The stormwater runoff analysis is based on the United States Department of Agriculture - Soil Conservation Service (USDA-SCS) methodology, as described in "Urban Hydrology for Small Watersheds" 2nd Edition, Technical Release-55 (TR-55); the "Program for Project Formulation Hydrology" Technical Release - 20 (TR-20 Computer Program) and the Stage/Storage Indication Method for stormwater routing. Detailed discharge hydrographs for the 2, 10 & 25 Year Storm Frequency are provided. All closed drainage system design is based on the "Hydraulic Design of Highway Culverts" charts, for sizing capacity and checking for the minimum cleansing velocity (given the selected pipe size, slope and material).

The software which combines these methodologies for the estimation of peak runoff rates and the development of the existing and proposed runoff hydrographs has been utilized in this analysis. This software is "Hydrographs for Windows" Version 5.1, by Intelisolve. This program takes input developed from TR-55 worksheets for the estimation of drainage runoff time of concentration, composite drainage runoff curve numbers and incorporates various TR-55 figures and charts in determining the drainage runoff. These charts and figures are included in a back section of this report.

2. Watershed/Drainage Area Data (Project Site)

Total Site Area:	0.84 acres.
Storm Distribution:	SCS 24-hour, Type III.
Return Period / Precipitation:	2-Year (3.0")
	10-Year (4.7")
	25-Year (5.5")

3. Stormwater Management

The stormwater management plan goal is to maintain the postdevelopment runoff to predevelopment flow rates and to improve drainage runoff water quality. Drainage runoff has been decrease in several areas by the proposed design.

- Drainage runoff directed towards Congress Street from the site has been deceased. This is accomplished by regrading the area and directing the drainage flow to the south through the closed drainage system. In the predevelopment state approximately 0.07 acres drained towards the closed drainage system located within the Congress Street ROW. In the postdevelopment state this area has been regraded and now drains to CB #1 in the proposed closed drainage system.
- Drainage runoff directed towards Bonanza Drive from the site has also been decreased. This area has also been regraded and directed to the closed drainage system. In the predevelopment state

approximately 0.09 acres of impervious drainage runoff drained towards the closed drainage system located within the Bonanza Drive ROW. Postdevelopment runoff is limited to 0.02 acres of landscaped drainage runoff flow which drains towards Bonanza Drive.

- Drainage runoff directed towards the closed drainage system and catch basin located 100 feet south of the site has been redirected through the new closed drainage system. This drainage runoff is treated through a grass treatment swale before outleting, at essentially the same location as the closed drainage system in the predevelopment state. This significantly reduces the drainage runoff which this system previously had to handle. The existing storm drainage line was a 10" diameter line which must likely surcharged.
- By routing the flow through the grass treatment swale, water quality is improved and the swale helps to detain the drainage flow during the peak rates of runoff for the higher level of storm 10 and 25 year storm. The postdevelopment runoff with this swale and culvert is no greater than the predevelopment state.

4. Comparison of Predevelopment and Postdevelopment Peak Runoff Rates After Routing through the Proposed Grass Treatment Swale and Culvert

Site Analysis: Predevelopment vs. Postdevelopment (for drainage runoff directed south of the site.

Design Storm Frequency	2-Year	10-Year	25-Year
Predevelopment Conditions	1.99 cfs	3.31 cfs	3.97 cfs
Postdevelopment Conditions	1.67 cfs	2.72 cfs	3.17 cfs
Increase or (Decrease) in Peak Runoff	(0.32) cfs	(0.59) cfs	(0.80) cfs

C. Erosion Control Measures

1. Introduction

The proposed project consists of approximately 36,452 square feet of land. The proposed site will consist of a 5,500 square foot restaurant. Other associated improvements to this site include an upgrade in the existing site access, parking to satisfy the use requirements, landscaping, lighting, underground utilities stormwater collection system and grass treatment swale/detention basin as part of the stormwater management system.

Best management practices for erosion control and site stabilization during construction will be employed on the site to minimize soil erosion and to protect the adjacent wetland areas from impacts associated with the proposed development during and after construction. The use of erosion and sediment control silt fencing around the perimeter of the proposed work, will ensure on-site containment and control of any sediment from disturbed areas. At the storm system outfall, the use of both staked hay bales and silt fencing will ensure that sediment controls are not overwhelmed by sudden flows of stormwater which may contain sediment from the site. Additionally at inlets to the proposed storm drainage system the use of a combination system will be utilized. This system will consist of placing filter fabric under the inlet grating of catch basins and continuing the fabric up and over the remainder of the inlet area of the basin; then a layer of crushed stone will be placed on top of the filter fabric. This filtration system will filter any sediment laden runoff and also secure the filter fabric in place, during construction

2. Proposed Stabilization/Treatment

The proposed project will utilize both temporary and permanent erosion control and treatment measures for control of stormwater runoff. Temporary erosion control measures such as silt fence, hay bales and mulch will be used during the construction of the project to minimize intrusion of soil erosion and remain in place until permanent stabilization is accomplished. Other measures for sedimentation and erosion control as well as water quality protection will include provisions for sumps in all catch basins and a storm water detention basin.

3. Stormwater Runoff Treatment

The design of the project incorporates the use of catch basin sumps and oil/gas hoods on the outlets of the drainage system. These treatment measures will add to the efficiency of catch basins in the removal of pollutants associated with stormwater flows from the paved areas.

**CITY OF PORTLAND, MAINE
MEMORANDUM**

TO: Chair Hagge and Members of the Portland Planning Board

FROM: Kandice Talbot, Planner

DATE: November 25, 1997

SUBJECT: Wendy's/Tim Horton's Restaurant

Introduction

Wendy's International, Inc. has requested site plan approval for a 5,500 sq. ft. building to be located on the southern side of Congress Street and to the east of Sewall Street. The building will house both the Wendy's and Tim Horton's restaurants. Both restaurants will have their own drive-through and kitchens but will share dining space. The site is 36,452 sq. ft. and zoned B-2.

As the Board will recall, this lot is the last lot to be developed within this subdivision. The Board just recently reviewed and approved the Candlewood Hotel which is located behind the Doubletree Hotel. A copy of the subdivision plan is included as Attachment 6.

Access/Circulation

As a restaurant with two drive-throughs on a busy arterial, located next to the I-295 ramps, traffic is a major concern of City staff. Staff has serious reservations regarding traffic, both on-site and also the left hand turns onto Congress Street from the access drive. The Board may recall similar concerns with the McDonald's at Morrill's Corner and Rite-Aid on Forest Avenue. Larry Ash, the City Traffic Engineer, is currently working with the applicant's traffic engineer on a number of concerns. Mr. Ash will be attending the Planning Board meeting.

There is one driveway into the site which is located along an access drive shared by Mobile, Double Tree, and this lot. A one way loop circles around the building, providing access to two drive-thru windows for the separate restaurants.

The drive-thru windows will be located on the east and west sides of the building. The Tim Horton's drive-thru window would be on the west side and the Wendy's drive-thru window would be on the east side. A customer of Tim Horton's would have to go around the Wendy's drive-thru window to get to the order speaker for the Tim Horton's drive-thru window.

The applicant is proposing 48 parking spaces around the perimeter of the site. By ordinance, 17 parking spaces are required. The applicant is proposing a number of parking spaces within the front yard. The B-2 zone allows 10% of the parking to be located within the front yard. The Zoning Administrator is currently reviewing the location and number of parking spaces.

The site currently has granite curb and sidewalk along Congress Street. This site is located next to the I-295 on ramp. Along the Congress Street frontage of the perimeter, there is a controlled access chain link fence, which delineates the Department of Transportation right of way. At a preliminary meeting with the applicant, staff suggested the addition of a pedestrian walkway from Congress Street to the site. The applicant has requested from D.O.T. a 15 ft. opening in the fence for the proposed walkway. Staff has reviewed this and is suggesting that the fence be removed from the access drive over to the location of the proposed walkway.

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The applicant proposes to tie into existing utility lines on Congress Street. These utilities include gas, sanitary sewer, water, and underground electric and telephone.

Drainage

Presently, the site is used as a parking lot. The majority of the site currently drains via sheet flow to a catchbasin located to the south of the lot. The catchbasin outlets through a 10-inch stormdrain to the east of the site. The remainder of the site drains towards Congress Street, where it is collected in a 36-inch sewer line in the right-of-way.

The applicant proposes to grade the site to facilitate sheet flow towards five catchbasins located throughout the site. The stormwater will then be routed to a 3-foot wide grassed drainage swale. This 2.5-foot deep swale will provide primary treatment of the stormwater and may also serve as a detention pond during storm events. The 12-inch outlet culvert of the swale is designed to tie into the proposed (and approved) DoubleTree Hotel system.

Given the amount of pavement, reviewing staff does not agree that the passive treatment is enough to remove the oils and grits from the runoff leaving the site. It may be worthwhile for the applicant and other property owners within the subdivision to consider a shared structure for stormwater treatment at the location required for Candlewood. Otherwise, a separate oil-grit tank should be installed for this site alone.

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The applicant proposes to install six pole-mounted lights within the site. 1000-watt metal halide fixtures are proposed to be mounted on 30-foot poles. A photometric plan has been requested to ensure that the proposal meets the lighting standard of the site plan ordinance.

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The landscape plan indicates a number of foundation plantings around the building, consisting mainly of Junipers and Rhododendrons. Three Crabapple trees are proposed for the site as well. Given the amount of pavement proposed for the site, we would suggest that the applicant work to increase the quality and quantity of plantings proposed for the site. A buffer strip should be provided between the parking spaces and property lines, and the applicant may wish to consult with the city arborist regarding the planting of more trees on site, particularly along Congress Street, the shared access drive, screening the coolers on the rear facade, and around the dumpster.

Building Design

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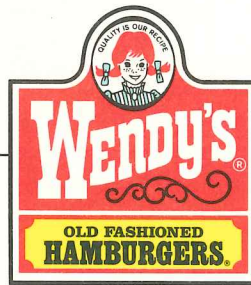
The Tim Horton side of the building contains more of the dryvit treatment above the brick base of the building.

The rear elevation consists of dryvit over the brick base. Three service doors and two large cooler/freezers are located along this elevation. (see landscape discussion.)

The front of the building is set back 3 lanes from Congress Street. The building should be placed as close to Congress Street as possible, which would mean the loss of three curbside parking spaces proposed in the current plan.

Attachments:

1. Letter from Applicant
2. Letter from Applicant's Traffic Engineer
3. Letter to MDOT
4. Portion of Stormwater Management Report
5. Plans
6. Subdivision Plan



December 3, 1997

City of Portland
Planning and Urban Development
389 Congress Street
Portland, ME 04101
attn: Ms. Kandice Talbot

RE: Wendy's / Tim Horton's Site Plan Application

Dear Ms. Talbot:

The following are written statements for the subject application as required per Portland Land Use code 14-525 (c):

(c.) The parcel to be developed (Lot #3) is currently owned by Olympia Equity Investors I and is under contract with Tim Donut U.S. Ltd. Inc., a wholly owned subsidiary of Wendy's International, Inc., 4288 West Dublin Granville Road, PO Box 256, Dublin OH 43017.

The total development costs are estimated as \$570,000, \$440,000 building cost and \$130,000 site development.

- (c.)(1) The building will house a Wendy's Old Fashioned Hamburgers and Tim Horton's Donuts. The Wendy's and Tim Horton's will have separate kitchen areas and share a common dining room.
- (c.)(2) The development includes a 5,500 s.f. building on a 36,452 s.f. site.
- (c.)(3) The site currently contains an easement conveyed to New England Telephone Co. and Central Maine Power along the eastern portion of the site. Existing and proposed easements that benefit the site include an access easement across the existing driveway from and to Congress and Sewell Streets, a parking easement for 10 spaces adjacent to the southern boundary of the site and a slope and drainage easement to the south of the site.
- (c.)(4) The proposed business will generate wastes associated with food service operations including cardboard and grease which will be handled in separate containers for recycling. Cardboard and garbage will be stored in 8 yrd. - 10 yrd. dumpsters. Cardboard is removed every one to two weeks and garbage is removed 2-3 times per week. Grease is removed monthly or more often if required.

- (c.)(5) A statement regarding the availability of utilities will be provided by MHF Design (expect receipt on 12/4).
- (c.)(6) Stormwater calculations submitted with the grading and drainage plan describe the existing stormwater runoff from the site and the proposed stormwater management plan. This will be sent directly to the planning department from MHF Design (expect receipt on 12/4).
- (c.)(7) The total duration of the construction period will be less than 90 days. Site work and building construction will be done concurrently. No roads need to be developed. Site drainage, sewer and other underground utilities will be installed to and from the building foundation area followed by installation of the concrete curbing, grading, paving and asphalt curbs. Landscaping will be installed upon completion of curbs, walkways and the installation of site lighting and signage bases. Sod will be used to provide immediate stabilization and cover for loose soil in proposed lawn areas.

Construction is expected to start in early spring once weather conditions allow.

- (c.)(8) A State of Maine DEP Site location permit (traffic standard) is required.
- (c.)(9) A copy of the Wendy's International Annual Report has been provided to the Planning Department as evidence of Wendys' financial and technical capacity to complete the proposed project.
- (c.)(10) A copy of the purchase contract for the subject site is attached as evidence of applicants interest in the property.
- (c.)(11) No unusual natural areas, wildlife, fisheries or archaeological sites exist on or near the subject site. Currently the site is a parking lot bordered by I -295 on the east, a parking lot to the south, Congress Street to the north and a service station to the west.

I look forward to the workshop meeting on December 9. If you have any questions or need any additional information please contact me at (800) 826-3000 x 135.

Sincerely,

WENDY'S INTERNATIONAL



Frank Maglio
Division Engineering Manager

OLD PORT MANAGEMENT CORPORATION, INC.

Real Estate Development and Investment

12 BROOK STREET

WELLESLEY, MASSACHUSETTS 02482-6601

TELEPHONE (781) 431-7060

FACSIMILE (781) 431-7073

May 5, 1999

Mr. Joseph E. Gray, Jr.
Director of Planning and Urban Development
389 Congress Street
Portland, ME 04101

Re: Application for Extension for Site Plan Approval for Rite Aid Store at 365
Allen Avenue, Portland, Maine


Dear Mr. Gray:

On June 9, 1998, the Portland Planning Board voted to grant Site Plan Approval for a new 11,180 square foot pharmacy building, which will be occupied by Rite Aid, at 365 Allen Avenue in Portland.

Unfortunately, due to a variety of factors including delayed vacating of one of the occupants from the property, Rite Aid has been unable to proceed with construction of the development. Since Rite Aid does wish to proceed with this development, we would appreciate it if the Portland Planning Board could issue a one year extension of its Site Plan Approval.

Please call me at 781-431-7060 if you have any questions regarding this request.

Sincerely yours



J. Robert Connor

Via Fax, 1 page, 207-756-8258. Original via mail
Cc Mr. Bruce Carrier, Rite Aid Corporation

**CITY OF PORTLAND, MAINE
MEMORANDUM**

TO: Chair Hagge and Members of the Portland Planning Board

FROM: Kandice Talbot, Planner

DATE: January 13, 1998

SUBJECT: Wendy's/Tim Horton's Restaurant

At the November 25, 1997 Planning Board meeting, the Board reviewed a proposal for a Wendy's/Tim Horton's Restaurant at 1214 Congress Street. Attached please find the November 25th workshop memo. Because of concerns with traffic at this site, the Board requested another workshop to discuss the traffic issues.

Since that meeting, Larry Ash, the City Traffic Engineer, has further reviewed the Wendy's/Tim Horton's plan. Based on existing vehicular volumes and the accident history in this area, Mr. Ash finds that he cannot support the development of this project. Mr. Ash's letter to the applicant is included as Attachment 1. Mr. Ash will be attending the Planning Board meeting.

On January 9th, City staff will be meeting with Wendy's representatives to discuss the comments made by Mr. Ash and to explore various options.

Attachments:

1. Traffic Engineer's Letter to Applicant
2. November 25, 1997 Planning Board Workshop Memo

Department of Public Works



Nadeen M. Daniels
Assistant City Manager
Director

CITY OF PORTLAND

William J. Bray
Deputy Director

December 22, 1997

Mr. Frank J. Maglio
Division Construction Engineer
Wendy's International, Inc.
234 Littleton Road, Suite 1F
Westford MA 01886

Dear Mr. Maglio:

After having further reviewed Wendy's request for a restaurant facility on Congress Street I cannot provide support nor encouragement for this project as conceived.

The proposed site development is located in the middle of several high accident locations (HAL). HAL are defined by the Maine Department of Transportation as locations with an accident problem and which meet the following criteria:

- 1) Having a Critical Rate Factor (CRF) of 1.00 or more for a three year period. The CRF compares the actual accident rate to the rate for similar intersections in the state. A CRF greater than 1.00 indicates a problem.
- 2) A minimum of 8 accidents over a three year period. For your reference I have included with this letter an accident survey of this area of 1993-1995 and which indicates the CRF for each specific part of this corridor.

The intersections of Bolton/Congress, Massachusetts/Congress and the entire corridor between Bolton Street and Douglas Street all satisfy and exceed both criteria for high accident locations.

Trip generation suggested by Jack Murphy for this facility, which I suspect is low, will in my opinion add significant accident potential to an area already experiencing accident problems.

Based on existing vehicular volumes and accident history, I cannot, as I have already indicated, support the further development of this project.

Should you have any questions, please contact me at 207-874-8894.

Sincerely,
CITY OF PORTLAND



Larry Ash
Traffic Engineer

LA:jw
Enclosure

pc: William J. Bray, P.E., Acting Director of Public Works
Bruce A. Bell, Operations Manager
Joseph Gray, Planning Department
Rick Knowland, Planning Department
Kandi Talbot, Planning Department

JOHN L. MURPHY, P.E.

Civil Engineer
Traffic Engineer

RR1, BOX 6300
WEST BALDWIN, MAINE 04091-8746
207-625-8222

KANDI

October 30, 1997

TALBOT

Larry Ash
City of Portland Traffic Engineer
65 Hanover Street
Portland, Maine 04101

Re: Portland, Maine Wendy's International

Dear Larry:

Based upon our meeting of 10/29/97, Wendy's International plans to construct a fast food restaurant with drive through windows. This project is larger than a normal fast food restaurant due to a split in building usage between Wendy's and Tim Hortons. Tim Hortons is oriented toward breakfast type customers while the Wendy's portion of the building is more lunch/dinner food oriented.

The approximate total square footage is 5500 square feet. Due to staggered time of food sales, I assumed half the space, or 2750 square feet, for estimated trip generation as follows:

1. Peak hour during weekday 7 AM - 9 AM peak period = 154 trips, with 78 entering and 76 exiting.
2. Peak hour during weekday 4 PM - 6 PM peak period = 101 trips, with 52 entering and 49 exiting.
3. Weekday AM peak hour of the generator = 165 trips, with 84 entering and 81 exiting.

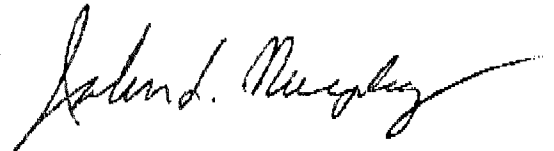
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Based upon the September, 1997 "Candlewood Hotel Traffic Study," Figure 3, 1998 No Build, the existing traffic volumes at the proposed site driveway with Congress Street show a very low left turn exit volume during AM and PM weekday peak hours. The predominant existing movements are right turn exit and left turn entrance. However, I would expect that Wendy's would result primarily in right turn entrance and right turn exits from Congress Street. (Many Mobil Station right turn entrances occur at the other more westerly driveway for the gasoline operation.)

Please contact me if additional information or traffic input is required for approval of this application.

Sincerely,



John L. Murphy, P.E.

**CITY OF PORTLAND, MAINE
MEMORANDUM**

TO: Chair Hagge and Members of the Portland Planning Board

FROM: Kandice Talbot, Planner

DATE: November 25, 1997

SUBJECT: Wendy's/Tim Horton's Restaurant

Introduction

Wendy's International, Inc. has requested site plan approval for a 5,500 sq. ft. building to be located on the southern side of Congress Street and to the east of Sewall Street. The building will house both the Wendy's and Tim Horton's restaurants. Both restaurants will have their own drive-through and kitchens but will share dining space. The site is 36,452 sq. ft. and zoned B-2.

As the Board will recall, this lot is the last lot to be developed within this subdivision. The Board just recently reviewed and approved the Candlewood Hotel which is located behind the Doubletree Hotel. A copy of the subdivision plan is included as Attachment 6.

Access/Circulation

As a restaurant with two drive-throughs on a busy arterial, located next to the I-295 ramps, traffic is a major concern of City staff. Staff has serious reservations regarding traffic, both on-site and also the left hand turns onto Congress Street from the access drive. The Board may recall similar concerns with the McDonald's at Morrill's Corner and Rite-Aid on Forest Avenue. Larry Ash, the City Traffic Engineer, is currently working with the applicant's traffic engineer on a number of concerns. Mr. Ash will be attending the Planning Board meeting.

There is one driveway into the site which is located along an access drive shared by Mobile, Double Tree, and this lot. A one way loop circles around the building, providing access to two drive-thru windows for the separate restaurants.

The drive-thru windows will be located on the east and west sides of the building. The Tim Horton's drive-thru window would be on the west side and the Wendy's drive-thru window would be on the east side. A customer of Tim Horton's would have to go around the Wendy's drive-thru window to get to the order speaker for the Tim Horton's drive-thru window.

The applicant is proposing 48 parking spaces around the perimeter of the site. By ordinance, 17 parking spaces are required. The applicant is proposing a number of parking spaces within the front yard. The B-2 zone allows 10% of the parking to be located within the front yard. The Zoning Administrator is currently reviewing the location and number of parking spaces.

The site currently has granite curb and sidewalk along Congress Street. This site is located next to the I-295 on ramp. Along the Congress Street frontage of the perimeter, there is a controlled access chain link fence, which delineates the Department of Transportation right of way. At a preliminary meeting with the applicant, staff suggested the addition of a pedestrian walkway from Congress Street to the site. The applicant has requested from D.O.T. a 15 ft. opening in the fence for the proposed walkway. Staff has reviewed this and is suggesting that the fence be removed from the access drive over to the location of the proposed walkway.

Utilities

The applicant proposes to tie into existing utility lines on Congress Street. These utilities include gas, sanitary sewer, water, and underground electric and telephone.

Drainage

Presently, the site is used as a parking lot. The majority of the site currently drains via sheet flow to a catchbasin located to the south of the lot. The catchbasin outlets through a 10-inch storm drain to the east of the site. The remainder of the site drains towards Congress Street, where it is collected in a 36-inch sewer line in the right-of-way.

The applicant proposes to grade the site to facilitate sheet flow towards five catchbasins located throughout the site. The stormwater will then be routed to a 3-foot wide grassed drainage swale. This 2.5-foot deep swale will provide primary treatment of the stormwater and may also serve as a detention pond during storm events. The 12-inch outlet culvert of the swale is designed to tie into the proposed (and approved) DoubleTree Hotel system.

Given the amount of pavement, reviewing staff does not agree that the passive treatment is enough to remove the oils and grits from the runoff leaving the site. It may be worthwhile for the applicant and other property owners within the subdivision to consider a shared structure for stormwater treatment at the location required for Candlewood. Otherwise, a separate oil-grit tank should be installed for this site alone.

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The applicant proposes to install six pole-mounted lights within the site. 1000-watt metal halide fixtures are proposed to be mounted on 30-foot poles. A photometric plan has been requested to ensure that the proposal meets the lighting standard of the site plan ordinance.

Landscaping

The landscape plan indicates a number of foundation plantings around the building, consisting mainly of Junipers and Rhododendrons. Three Crabapple trees are proposed for the site as well. Given the amount of pavement proposed for the site, we would suggest that the applicant work to increase the quality and quantity of plantings proposed for the site. A buffer strip should be provided between the parking spaces and property lines, and the applicant may wish to consult with the city arborist regarding the planting of more trees on site, particularly along Congress Street, the shared access drive, screening the coolers on the rear facade, and around the dumpster.

Building Design

The building proposed is a one-story structure fronting onto Congress Street. The structure will be clad in a beige colored dryvit with a brick face base and standing seam metal roof. The Wendy's and Tim Horton's signs will be illuminated neon.

The Wendy's drive-thru side of the building will have more brickwork with silver tiles placed around and between the drive-up windows.

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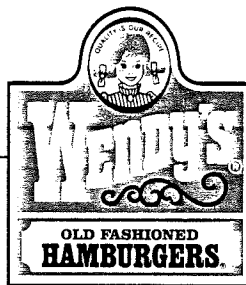
The rear elevation consists of dryvit over the brick base. Three service doors and two large cooler/freezers are located along this elevation. (see landscape discussion.)

The front of the building is set back 3 lanes from Congress Street. The building should be placed as close to Congress Street as possible, which would mean the loss of three curbside parking spaces proposed in the current plan.

Attachments:

1. Letter from Applicant
2. Letter from Applicant's Traffic Engineer
3. Letter to MDOT
4. Portion of Stormwater Management Report
5. Plans
6. Subdivision Plan

Attachment 1



December 3, 1997

City of Portland
Planning and Urban Development
389 Congress Street
Portland, ME 04101
attn: Ms. Kandice Talbot

RE: Wendy's / Tim Horton's Site Plan Application

Dear Ms. Talbot:

The following are written statements for the subject application as required per Portland Land Use code 14-525 (c):

(c.) The parcel to be developed (Lot #3) is currently owned by Olympia Equity Investors I and is under contract with Tim Donut U.S. Ltd. Inc., a wholly owned subsidiary of Wendy's International, Inc., 4288 West Dublin Granville Road, PO Box 256, Dublin OH 43017.

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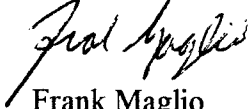
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I look forward to the workshop meeting on December 9. If you have any questions or need any additional information please contact me at (800) 826-3000 x 135.

Sincerely,

WENDY'S INTERNATIONAL



Frank Maglio
Division Engineering Manager

JOHN L. MURPHY, P.E.

Civil Engineer
Traffic Engineer

RR1, BOX 6300
WEST BALDWIN, MAINE 04091-9746
207-825-8222

KANDI

October 30, 1997

TALBOT

Larry Ash
City of Portland Traffic Engineer
65 Hanover Street
Portland, Maine 04101

Re: Portland, Maine Wendy's International

Dear Larry:

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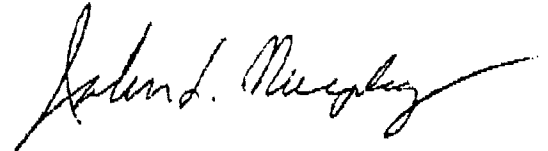
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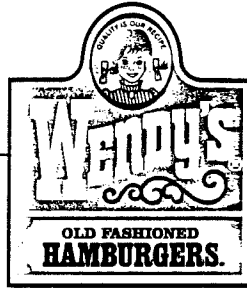
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Please contact me if additional information or traffic input is required for approval of this application.

Sincerely,

A handwritten signature in cursive script, appearing to read "John L. Murphy". The signature is written in dark ink and is positioned above the typed name.

John L. Murphy, P.E.



December 3, 1997

Right of Way Division
Maine Department of Transportation
16 State House Station
Augusta, ME 04333
attn: Ms. Janet Myers

Re: Controlled Access Fence, Congress Street / I-295, Portland

Dear Ms. Myers:

I am writing regarding the controlled access fencing highlighted along the front of Lot # 3 on Sheet 1B, attached, and a proposed Wendy's / Tim Horton's building shown on the attached Sheet 1E.

At a preliminary meeting with Alex Jaegerman and Kandice Talbot of the Portland Planning Department it was requested that Wendy's install a pedestrian way from the sidewalk to the front of the building. I have illustrated the concept and the required break in the controlled access fence required. I understand that this fence delineates the D.O.T. right of way and any modification of the fence requires D.O.T. approval.

I would appreciate it if you could run this by the board and let me if we may accommodate this request.

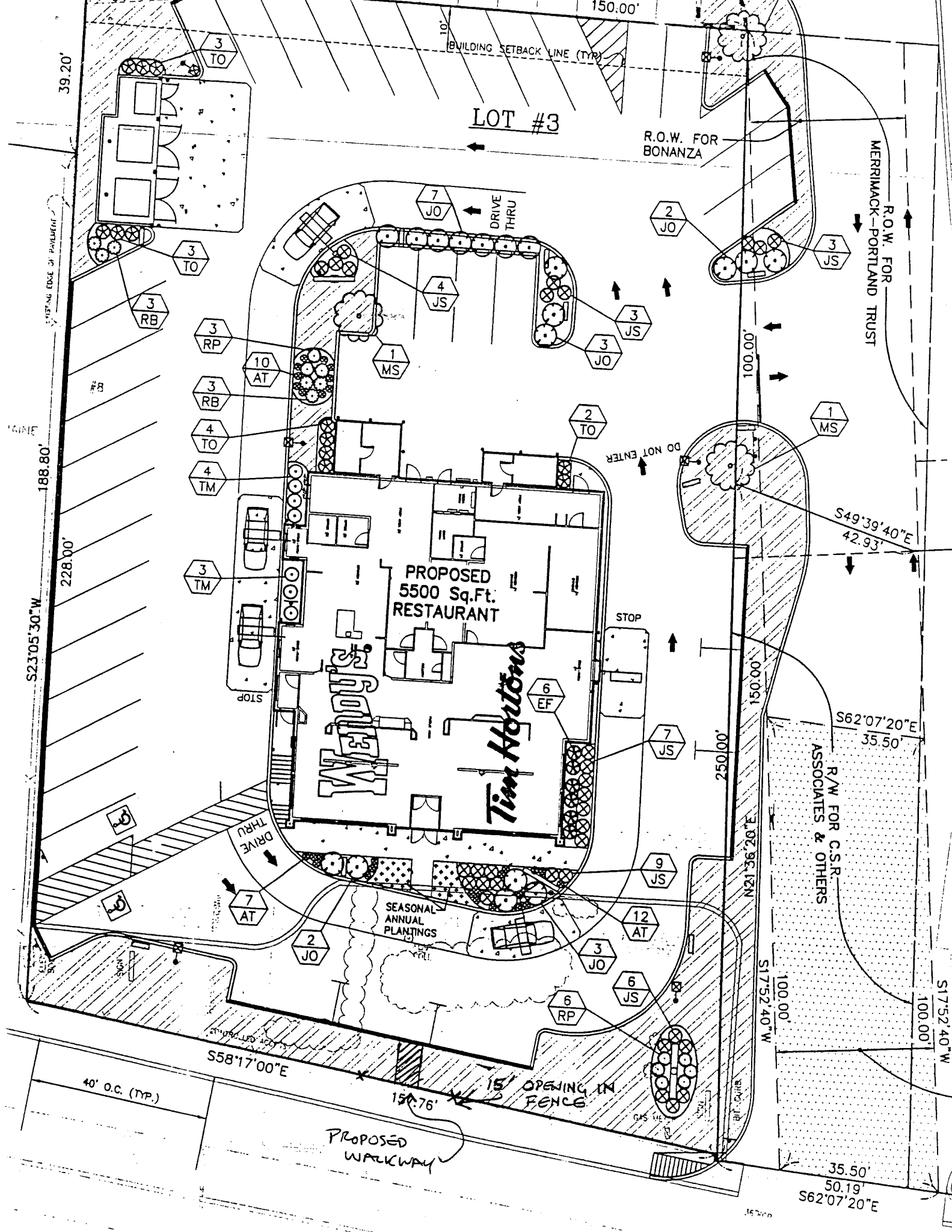
Sincerely,

WENDY'S INTERNATIONAL

A handwritten signature in black ink, appearing to read "Frank Maglio".

Frank Maglio
Division Engineering Manager

cc: Kandice Talbot, Portland Planning Department



LOT #3

PROPOSED
5500 Sq.Ft.
RESTAURANT

Wendy's
Tim Hortons

SEASONAL
ANNUAL
PLANTINGS

DO NOT ENTER

PROPOSED
WALKWAY

10' BUILDING SETBACK LINE (TYP)

R.O.W. FOR
BONANZA

R.O.W. FOR
MERRIMACK-PORTLAND TRUST

R/W FOR C.S.R.
ASSOCIATES & OTHERS

39.20'

150.00'

100.00'

150.00'

250.00'

100.00'

100.00'

100.00'

100.00'

188.80'

228.00'

223.05'30"W

S58°17'00"E

157.76'

35.50'

50.19'

S62°07'20"E

S62°07'20"E
35.50'

S49°39'40"E
42.93'

40' O.C. (TYP.)

EXISTING EDGE OF PAVEMENT

#B

LINE

STOP

STOP

DRIVE THRU

DRIVE THRU

GAS VIE.

BIT. CURB

UNIMPROVED ACCESS

16720

STORM WATER MANAGEMENT REPORT

For

**WENDY'S & TIM HORTON'S RESTAURANT
CONGRESS STREET
PORTLAND, MAINE**

(Tax Map 108 Section A, Lot 3)

Prepared For

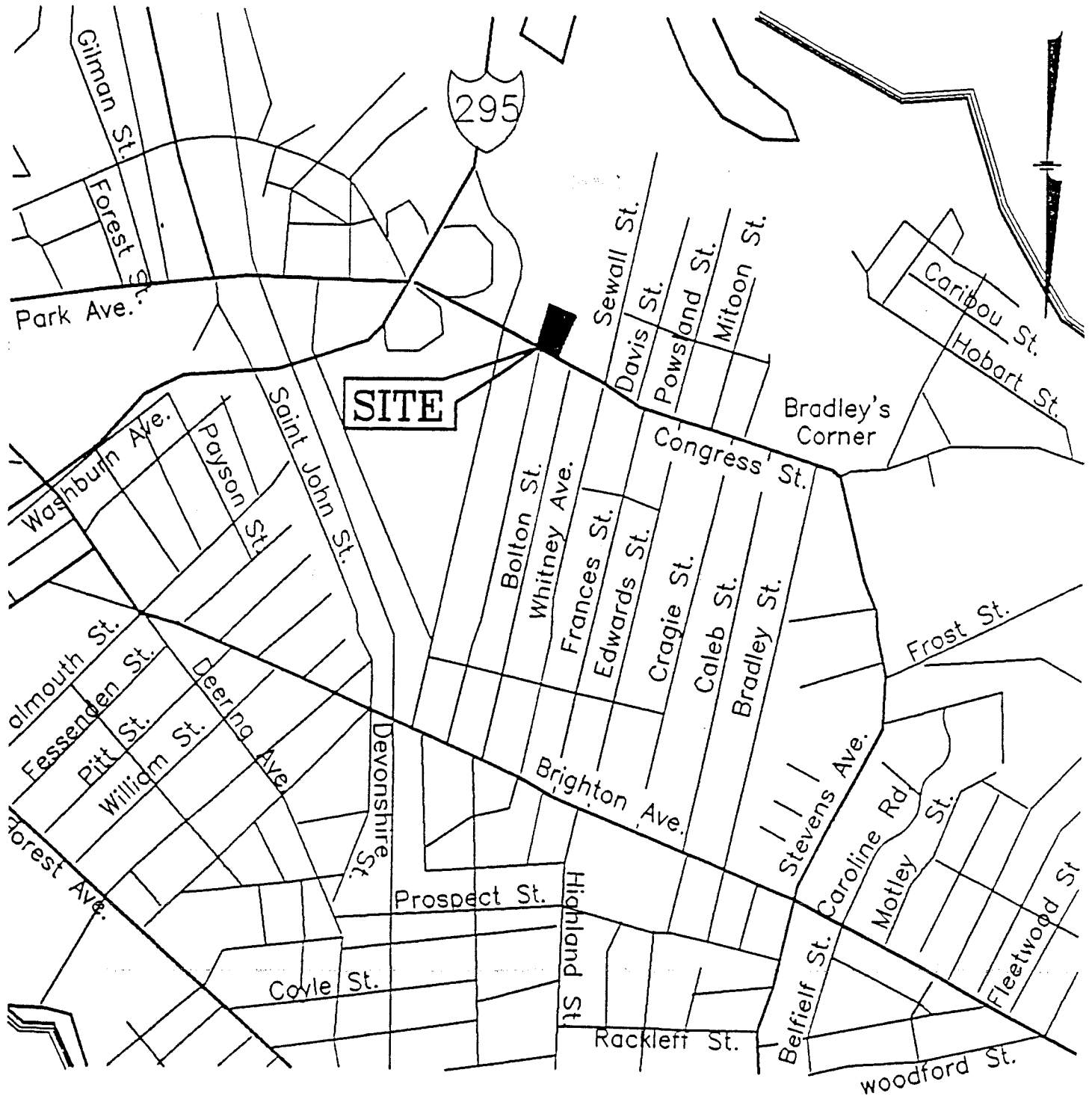
**WENDY'S INTERNATIONAL
4288 WEST DUBLIN - GREENVILLE ROAD
DUBLIN, OHIO**

Prepared By

PROJECT # 61397

Dec. 3, 1997

Figure 1. Project Location Map.



LOCATION MAP
(NOT TO SCALE)

A. Narrative

1. Objective

The objective of this report is to evaluate the impact of the proposed Wendy's/ Tim Horton's Restaurant, with respect to on-site and off-site stormwater runoff. A comparison of the pre-development stormwater runoff, to the post-development stormwater runoff is made and a proposed stormwater management system is designed to attenuate the increase in stormwater runoff, due to the proposed development of this project. This report includes:

- supporting calculations;
- tables and charts utilized for the predevelopment and postdevelopment stormwater runoff analysis;
- the proposed stormwater management system design; and
- calculations which support the design of the stormwater drainage system proposed for this development.

2. Project Description

The proposed development is located at the southern side of Congress Street; east of Sewall Street at the south easterly corner of Congress Street and a shared ROW (a.k.a. Bonanza R/W) with a Mobil Station and the Double Tree Hotel. The property is further identified by the City of Portland, Maine Tax Map 189 Section A, Lot 3. The site consists of approximately 36,452 square feet of land. The proposed Site Plan includes a 5,500 square foot restaurant with drive up windows and required onsite parking. Other associated improvements include: a definitive access point; logical circulation and onsite parking; onsite solid waste control; contemporary landscaping; lighting; underground utilities; and a stormwater management system.

3. Existing Drainage Conditions

The majority of the existing drainage runoff (0.65 acres) flows to an existing catch basin, located 100 feet to the south of this site, in the paved parking lot. This catch basin outlets on the easterly side of the parking lot and existing development through a 10" storm drain. (It is anticipated that by today's ridged design standards, this storm drainage line would be considered substandard.) The proposed site outlet, flows through a grass detention swale before outleting in the same vicinity, as the current outlet.

For the remainder of the lot runoff (0.07 landscaped acres) drains toward Congress Street where the closed drainage system located within Congress Street picks this drainage runoff up and the final remainder of the drainage runoff drains toward the closed drainage system located within the Bonanza Drive ROW. Refer to the Predevelopment (Existing Conditions Plan).

The peak drainage runoff rates for this site, for the pre-development conditions are based on:

- the runoff rates for the existing soil type (a Belgrade Soil and a US - SCS Hydrologic Group B soil);
- drainage runoff contributory areas;
- the type and condition of ground coverage;
- intensity-frequency-duration curves for Portland, Maine;
- the time of concentration for each drainage subarea (it is assumed that the absolute minimum time of concentration is five minutes for all point within the watershed to make it way to the point of collection) and
- the size of each drainage subcatchment area within the watershed.

The pre-development peak flows which are analyzed for the site under existing conditions are computed, so these peaks can be compared with the calculated peak rates for the post-development conditions. All analysis is performed using the United States Department of Agriculture - Soil Conservation Service (USDA SCS), Type III, 24-hour storm distribution, for the design year storms 2, 10 and 25.

4. Proposed Drainage Conditions

The stormwater runoff from the proposed development is collected into a close drainage system which is outleted into an open channel storm water grass treatment swale. This swale also functions as storm water detention swale. The swale is graded with 4 to 1 side slopes and has a 3 foot flat bottom width. The maximum depth of the swale is approximately 2 1/2 feet deep. The detention swale is designed with a 12" RCP outlet culvert. This outlet invert is elevation 26.00. This pipe ties into the proposed drainage system¹ recently approved for Double Tree Hotel.

5. Stormwater Runoff

Methodology

This analysis evaluates the impact of the proposed development with respect to the predevelopment and postdevelopment stormwater runoff. Comparison of the predevelopment stormwater runoff, to the post-development stormwater runoff is made and a proposed stormwater management system is designed to reduce the effects of increased stormwater runoff from the proposed development. The predevelopment and postdevelopment stormwater runoff rates for the project site are determined for the 24-hour USDA-SCS, Type III rainfall distribution for the 2, 10 and 25-Year Storms.

Stormwater runoff analysis is based on the USDA-SCS methods as described in "Urban Hydrology for Small Watersheds" 2nd Edition, Technical Release-55 (TR-55) and "Program for Project Formulation Hydrology" (TR-20 Computer Program) and the Stage/Storage Indication Method for storm water routing. Interior storm drainage design is based on the Rational Method. Stormed for Windows developed by Haestad Methods is used in the storm water routing.

¹

Peak discharge hydrographs for the overall project site were calculated for the predevelopment and post development conditions. Runoff curve numbers were determined for the various hydrologic soil groups and land uses. This was done for the pre and postdevelopment conditions. The time of concentration for the pre and postdevelopment conditions were determined based on current land use and topography. A five minute minimum time of concentration was assumed for design purposes. This represents a minimum "worst case" situation. Since the runoff would be directed to storm inlets and concentrated in a closed drainage system with a short hydraulic length and since each catchment area is relatively small in extent this assumption is reasonable. The coefficient of runoff for each area used is a weighted average, based on land use and hydrologic soil group. The hydrologic soil group within the proposed project site is a Belgrade Soil which is a Hydrologic Soil Group "B" soil. The project site is divided into storm drainage system catchment areas. The inlet and storm collection system piping is then sized. The network is then routed to the point of discharge. The hydrograph at the point of discharge is then compared with the predevelopment peak runoff.

6. Summary

The results of the detailed analysis and comparison of the predevelopment and postdevelopment runoff for the site drainage is as follows:

Table 1: Site Analysis: Pre & Post-Development Peak Rates of Runoff

Design Storm Frequency	2-Year	10-Year	25-Year
Predevelopment Conditions:			
South of Site	1.99 cfs	3.05 cfs	3.71 cfs
Bonanza Drive	0.26 cfs	0.40 cfs	0.46 cfs
Congress Street	0.01 cfs	0.02 cfs	0.05 cfs
Postdevelopment Conditions:			
South of Site	1.99 cfs	3.31 cfs	3.97 cfs
Bonanza Drive	nil	0.01 cfs	0.01 cfs
Congress Street	nil	nil	nil
Postdevelopment Change			
South of Site	0 cfs	0.26 cfs	0.26 cfs
Bonanza Drive	(0.26) cfs	(0.39) cfs	(0.45) cfs
Congress Street	(0.01) cfs	(0.02) cfs	(0.04) cfs

B. Hydrologic Site Analysis - Drainage & Detention System Design

1. Drainage Analysis Basis

The stormwater runoff analysis is based on the United States Department of Agriculture - Soil Conservation Service (USDA-SCS) methodology, as described in "Urban Hydrology for Small Watersheds" 2nd Edition, Technical Release-55 (TR-55); the "Program for Project Formulation Hydrology" Technical Release - 20 (TR-20 Computer Program) and the Stage/Storage Indication Method for stormwater routing. Detailed discharge hydrographs for the 2, 10 & 25 Year Storm Frequency are provided. All closed drainage system design is based on the "Hydraulic Design of Highway Culverts" charts, for sizing capacity and checking for the minimum cleansing velocity (given the selected pipe size, slope and material).

The software which combines these methodologies for the estimation of peak runoff rates and the development of the existing and proposed runoff hydrographs has been utilized in this analysis. This software is "Hydrographs for Windows" Version 5.1, by Intelisolve. This program takes input developed from TR-55 worksheets for the estimation of drainage runoff time of concentration, composite drainage runoff curve numbers and incorporates various TR-55 figures and charts in determining the drainage runoff. These charts and figures are included in a back section of this report.

2. Watershed/Drainage Area Data (Project Site)

Total Site Area:	0.84 acres.
Storm Distribution:	SCS 24-hour, Type III.
Return Period / Precipitation:	2-Year (3.0")
	10-Year (4.7")
	25-Year (5.5")

3. Stormwater Management

The stormwater management plan goal is to maintain the postdevelopment runoff to predevelopment flow rates and to improve drainage runoff water quality. Drainage runoff has been decrease in several areas by the proposed design.

- Drainage runoff directed towards Congress Street from the site has been deceased. This is accomplished by regrading the area and directing the drainage flow to the south through the closed drainage system. In the predevelopment state approximately 0.07 acres drained towards the closed drainage system located within the Congress Street ROW. In the postdevelopment state this area has been regraded and now drains to CB #1 in the proposed closed drainage system.
- Drainage runoff directed towards Bonanza Drive from the site has also been decreased. This area has also been regraded and directed to the closed drainage system. In the predevelopment state

approximately 0.09 acres of impervious drainage runoff drained towards the closed drainage system located within the Bonanza Drive ROW. Postdevelopment runoff is limited to 0.02 acres of landscaped drainage runoff flow which drains towards Bonanza Drive.

- Drainage runoff directed towards the closed drainage system and catch basin located 100 feet south of the site has been redirected through the new closed drainage system. This drainage runoff is treated through a grass treatment swale before outleting, at essentially the same location as the closed drainage system in the predevelopment state. This significantly reduces the drainage runoff which this system previously had to handle. The existing storm drainage line was a 10" diameter line which must likely surcharged.
- By routing the flow through the grass treatment swale, water quality is improved and the swale helps to detain the drainage flow during the peak rates of runoff for the higher level of storm 10 and 25 year storm. The postdevelopment runoff with this swale and culvert is no greater than the predevelopment state.

4. Comparison of Predevelopment and Postdevelopment Peak Runoff Rates After Routing through the Proposed Grass Treatment Swale and Culvert

Site Analysis: Predevelopment vs. Postdevelopment (for drainage runoff directed south of the site.

Design Storm Frequency	2-Year	10-Year	25-Year
Predevelopment Conditions	1.99 cfs	3.31 cfs	3.97 cfs
Postdevelopment Conditions	1.67 cfs	2.72 cfs	3.17 cfs
Increase or (Decrease) in Peak Runoff	(0.32) cfs	(0.59) cfs	(0.80) cfs

C. Erosion Control Measures

1. Introduction

The proposed project consists of approximately 36,452 square feet of land. The proposed site will consist of a 5,500 square foot restaurant. Other associated improvements to this site include an upgrade in the existing site access, parking to satisfy the use requirements, landscaping, lighting, underground utilities stormwater collection system and grass treatment swale/detention basin as part of the stormwater management system.

Best management practices for erosion control and site stabilization during construction will be employed on the site to minimize soil erosion and to protect the adjacent wetland areas from impacts associated with the proposed development during and after construction. The use of erosion and sediment control silt fencing around the perimeter of the proposed work, will ensure on-site containment and control of any sediment from disturbed areas. At the storm system outfall, the use of both staked hay bales and silt fencing will ensure that sediment controls are not overwhelmed by sudden flows of stormwater which may contain sediment from the site. Additionally at inlets to the proposed storm drainage system the use of a combination system will be utilized. This system will consist of placing filter fabric under the inlet grating of catch basins and continuing the fabric up and over the remainder of the inlet area of the basin; then a layer of crushed stone will be placed on top of the filter fabric. This filtration system will filter any sediment laden runoff and also secure the filter fabric in place, during construction

2. Proposed Stabilization/Treatment

The proposed project will utilize both temporary and permanent erosion control and treatment measures for control of stormwater runoff. Temporary erosion control measures such as silt fence, hay bales and mulch will be used during the construction of the project to minimize intrusion of soil erosion and remain in place until permanent stabilization is accomplished. Other measures for sedimentation and erosion control as well as water quality protection will include provisions for sumps in all catch basins and a storm water detention basin.

3. Stormwater Runoff Treatment

The design of the project incorporates the use of catch basin sumps and oil/gas hoods on the outlets of the drainage system. These treatment measures will add to the efficiency of catch basins in the removal of pollutants associated with stormwater flows from the paved areas.