

Exhibit 1

Application Form
Letter of Authorization



Jeff Levine, AICP, Director
Planning & Urban Development Department

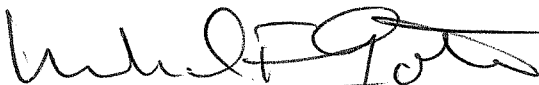
Electronic Signature and Fee Payment Confirmation

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

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

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

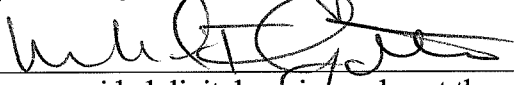
- Within 24-48 hours, once my complete application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- Within 24-48 hours, once my application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



Applicant Signature:

9/14/14

Date:



I have provided digital copies and sent them on:

9/15/14

Date:

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



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

Planning and Urban Development Department
Planning Division

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

Level II: Site Plan Development includes:

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

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

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

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

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

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

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

PROJECT NAME: Paris Farmers Union

PROPOSED DEVELOPMENT ADDRESS:

55 Warren Avenue

PROJECT DESCRIPTION:

Occupy existing 18,900 s.f. building for storage and retail sales.

CHART/BLOCK/LOT: 292/D/6 & 11

PRELIMINARY PLAN _____ (date)

FINAL PLAN _____ (date)

CONTACT INFORMATION:

| | |
|---|---|
| Applicant – must be owner, Lessee or Buyer Name: Fred Rolfe Business Name, if applicable: Paris Farmers Union Address: P.O. Box D City/State : South Paris, ME Zip Code: 04281 | Applicant Contact Information E-mail: fredr@parisfarmersunion.net Home #: Work #: (207) 743-8976 Cell #: Fax#: (207) 743-8564 |
| Owner – (if different from Applicant) Name: Bentley Holdings, Inc. Address: 30 Cuba Road City/State : Manchester, ME Zip Code: 04351 | Owner Contact Information E-mail: Home #: Work #: Cell #: Fax#: |
| Agent/ Representative Name: Mike Gotto Stoneybrook Consultants, Inc. Address: 456 Buckfield Road City/State : Turner, ME Zip Code: 04282 | Agent/Representative Contact information E-mail: mike@stoneybrookllc.com Home #: (207) 514-7491 Work #: (207) 514-7491 Cell #: (207) 513-6123 Fax#: (207) 514-7492 |
| Billing Information Name: Fred Rolfe Paris Farmers Union Address: P.O. Box D City/State : South Paris, ME Zip Code: 04281 | Billing Information E-mail: fredr@parisfarmersunion.net Home #: Work #: (207) 743-8976 Cell #: Fax#: (207) 743-8564 |

| | |
|---|---|
| Engineer Name: Bill Peterlein Address: Summit Geoengineering Services P.O. Box 7216 City/State : Lewiston, ME Zip Code: 04243 | Engineer Contact Information E-mail: bpeterlein@summitgeoeng.com Home #: Work #: (207) 576-3313 Cell #: Fax#: |
| Surveyor Name: Mike Hartman Address: Jones Associates, Inc. 63 Tucker Lane City/State : Poland Spring, ME Zip Code: 04274 | Surveyor Contact Information E-mail: mhartman@jonesai.com Home #: Work #: (207) 998-5242 Cell #: Fax#: |
| Architect Name: Stephanie Jacobs Lull, AIA Address: SRL Architects 3 Pitt Street City/State : Portland, ME Zip Code: 04103 | Architect Contact Information E-mail: stephanie@smithreuter.com Home #: Work #: (207) 747-5975 Cell #: (207) 712-7422 Fax#: |
| Attorney Name: David Dow Address: Dow's Law Office, P.A. P.O. Box 349 City/State : Norway, ME Zip Code: 04268 | Attorney Contact Information E-mail: david@dowslawoffice.com Home #: Work #: (207) 743-6351 Cell #: Fax#: |

APPLICATION FEES:

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

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

APPLICATION SUBMISSION:

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

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

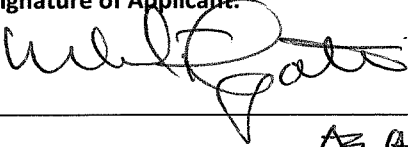
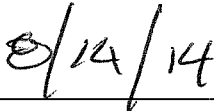
1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-527 (c)), including evidence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

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

APPLICANT SIGNATURE:

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

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

| | |
|--|---|
| Signature of Applicant:  | Date:  |
|--|---|

AS AGENT

PROJECT DATA

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

| | |
|---|--------------------------|
| Total Area of Site | 104,108 sq. ft. |
| Proposed Total Disturbed Area of the Site | 3,058 sq. ft. |
| If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland | |
| Impervious Surface Area | |
| Impervious Area (Total Existing) | 58,514 sq. ft. |
| Impervious Area (Total Proposed) | 58,363 sq. ft. |
| Building Ground Floor Area and Total Floor Area | |
| Building Footprint (Total Existing) | 18,900 sq. ft. |
| Building Footprint (Total Proposed) | 20,580 sq. ft. |
| Building Floor Area (Total Existing) | 18,900 sq. ft. |
| Building Floor Area (Total Proposed) | 20,580 sq. ft. |
| Zoning | |
| Existing | B4 / R-3 / R-5 |
| Proposed, if applicable | N/A |
| Land Use | |
| Existing | Fitness/Physical Therapy |
| Proposed | Retail/Storage |
| Residential, if applicable | |
| # of Residential Units (Total Existing) | N/A |
| # of Residential Units (Total Proposed) | N/A |
| # of Lots (Total Proposed) | N/A |
| # of Affordable Housing Units (Total Proposed) | N/A |
| Proposed Bedroom Mix | |
| # of Efficiency Units (Total Proposed) | N/A |
| # of One-Bedroom Units (Total Proposed) | N/A |
| # of Two-Bedroom Units (Total Proposed) | N/A |
| # of Three-Bedroom Units (Total Proposed) | N/A |
| Parking Spaces | |
| # of Parking Spaces (Total Existing) | 83 |
| # of Parking Spaces (Total Proposed) | 45 |
| # of Handicapped Spaces (Total Proposed) | 3 |
| Bicycle Parking Spaces | |
| # of Bicycle Spaces (Total Existing) | 0 |
| # of Bicycle Spaces (Total Proposed) | 4 |
| Estimated Cost of Project | \$ 1,400,000 |


PRELIMINARY PLAN (Optional) - Level II Site Plan

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

**Paris Farmers Union
P.O. Box D
South Paris, ME 04281**

To Whom It May Concern:

The signature below authorizes Stoneybrook Consultants, Inc. to act as the applicant's agent in the processing of the enclosed application.



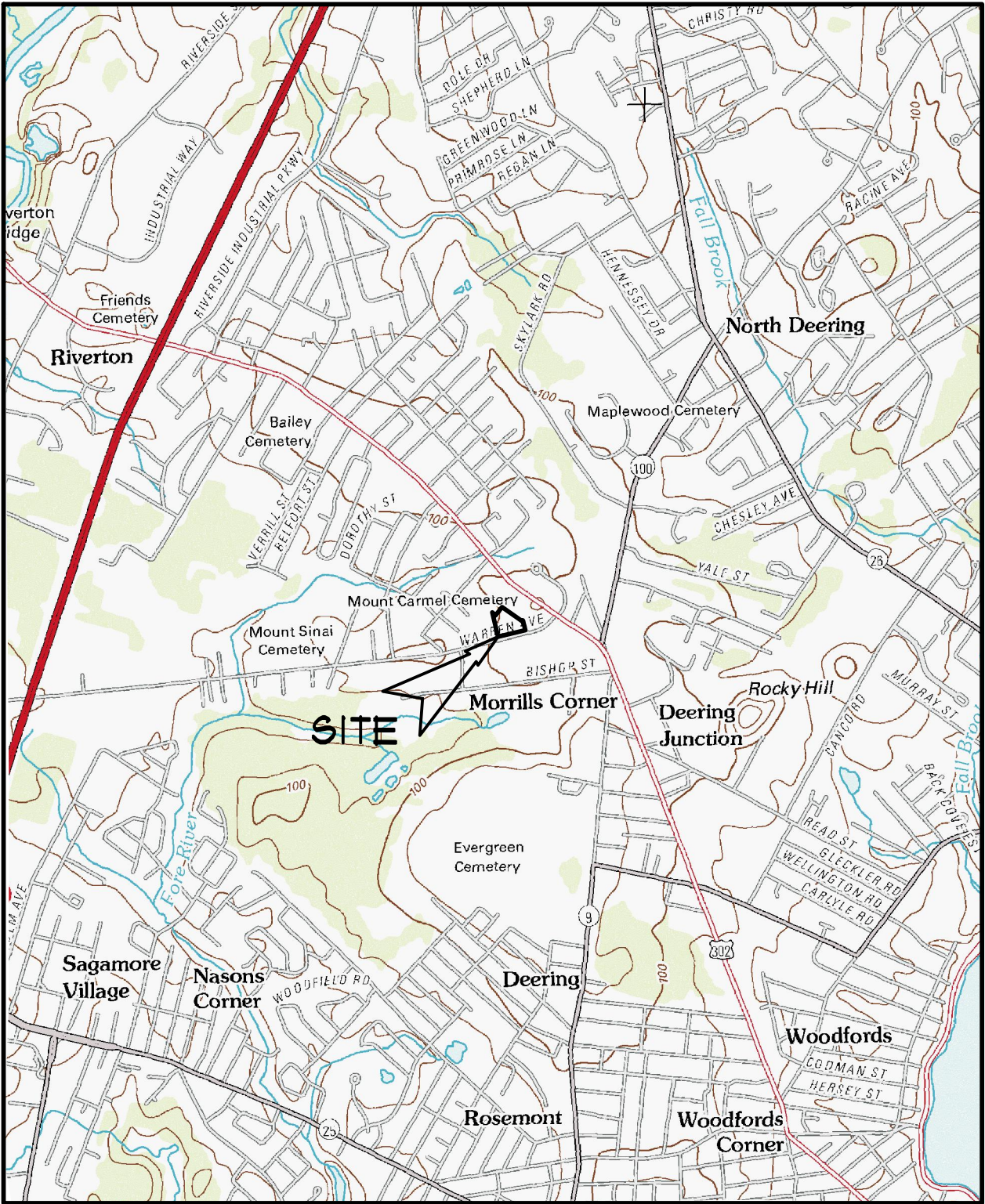
for Paris Farmers Union, applicant

Peter Chapman CEO
(print name, title)

Exhibit 2

Location Map

Reduced Copy of 1986 Subdivision Plan



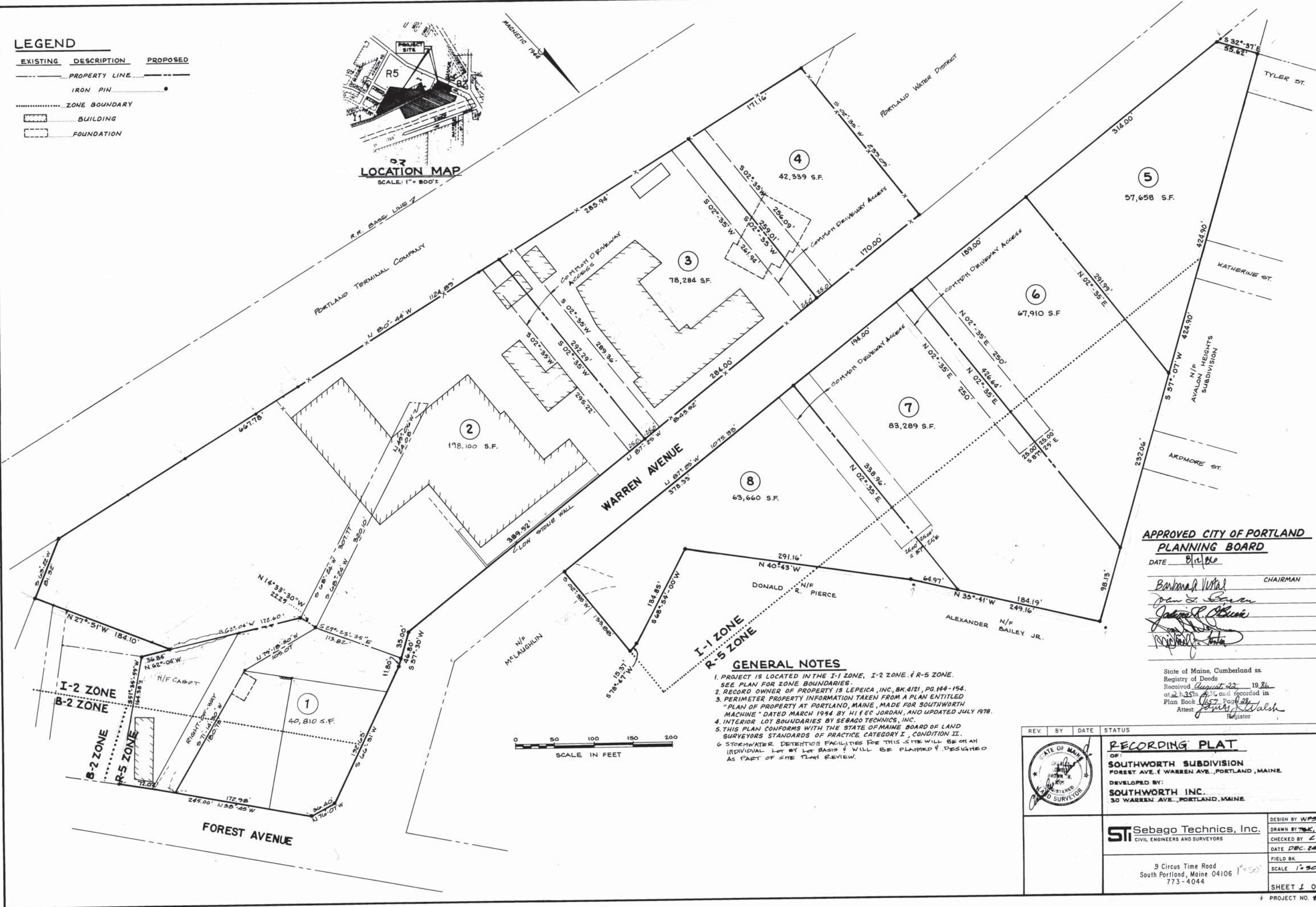
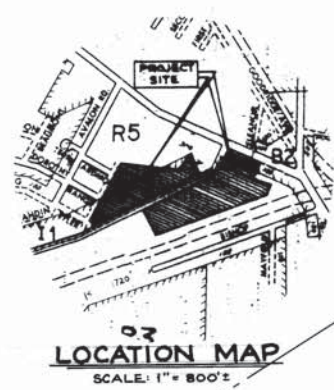
USGS LOCATION MAP

55 WARREN AVENUE - PORTLAND
 APPLICANT: PARIS FARMERS UNION
 SCALE: 1" = 2,000'
 DATE OF GRAPHIC: FEBRUARY 12, 2014
 SOURCE: MAINE OFFICE OF GIS
 ORIGINAL PUBLICATION DATE: 1967

**Stoneybrook
 Consultants, Inc.**

LEGEND

- EXISTING DESCRIPTION PROPOSED
- PROPERTY LINE
- IRON PIN
- ZONE BOUNDARY
- BUILDING
- FOUNDATION



**APPROVED CITY OF PORTLAND
PLANNING BOARD**

DATE 8/1/80

Barbara Vital CHAIRMAN
John S. Green
James R. Pierce
Donald R. Pierce

GENERAL NOTES

1. PROJECT IS LOCATED IN THE I-1 ZONE, I-2 ZONE & R-5 ZONE. SEE PLAN FOR ZONE BOUNDARIES.
2. RECORD OWNER OF PROPERTY IS LEPEICA, INC., BK. 4121, PG. 144-154.
3. PERIMETER PROPERTY INFORMATION TAKEN FROM A PLAN ENTITLED "PLAN OF PROPERTY AT PORTLAND, MAINE, MADE FOR SOUTHWORTH MACHINE" DATED MARCH 1954 BY W/ F E C JORDAN, AND UPDATED JULY 1978.
4. INTERIOR LOT BOUNDARIES BY SEBAGO TECHNICS, INC.
5. THIS PLAN CONFORMS WITH THE STATE OF MAINE BOARD OF LAND SURVEYORS STANDARDS OF PRACTICE CATEGORY I, CONDITION II.
6. STORMWATER DETENTION FACILITIES FOR THIS SITE WILL BE ON AN INDIVIDUAL LOT BY LOT BASIS & WILL BE PLANNED & DESIGNED AS PART OF SITE PLAN REVIEW.



State of Maine, Cumberland ss.
 Registry of Deeds
 Received August 22, 1980
 at 2:35 P.M. and recorded in
 Plan Book 1657 Page 23
 Attest *James J. Walsh*
 Register

| REV. | BY | DATE | STATUS |
|--|----|------|--|
| RECORDING PLAT | | | |
| OF: SOUTHWORTH SUBDIVISION FOREST AVE. & WARREN AVE., PORTLAND, MAINE. | | | |
| DEVELOPED BY: SOUTHWORTH INC. 30 WARREN AVE., PORTLAND, MAINE. | | | |
| | | | DESIGN BY <i>WPS</i> DRAWN BY <i>TK, JM</i> CHECKED BY <i>LLB</i> DATE <i>DEC. 24, 1980</i> FIELD BK. SCALE <i>1"=50'</i> SHEET <i>1</i> OF <i>1</i> |
| STI Sebago Technics, Inc. CIVIL ENGINEERS AND SURVEYORS 9 Circus Time Road South Portland, Maine 04106 773-4044 | | | |

Exhibit 3

Project Description

Paris Farmers Union is seeking to purchase the property located at 55 Warren Avenue from Bentley Holdings, Inc. The property is shown on City of Portland Tax Map 292, Block D, as Lots 006 and 011. In total, these lots include 2.39 acres (104,108 square feet) with 378.33' of frontage on Warren Avenue. The front portion of the property extending about 250' from the center of Warren Avenue is located in the B-4 Commercial Corridor Zone and the rear portion is located in the R-3 and R-5 Residential Zones. This property is part of a commercial subdivision that was approved in 1986.

The property includes an existing single-story commercial building with an 18,900 square foot footprint. This building was originally constructed in 1995 and was expanded in 2005. Current uses include fitness, karate studio and a physical therapy practice. There are 83 parking spaces on this property and the property shares an access drive and stormwater pond area with the property located at 65 Warren Avenue.

Paris Farmers Union plans to occupy the existing building and use about 11,000 square feet for retail sales and the remaining 7,900 square feet for storage/warehouse space. Building improvements will include an overhead door from the storage area to allow access in and out of the building with a forklift for deliveries and to create an area to load bulk products sold to customers. This proposal includes placement of a 24' by 70' portable greenhouse in the existing paved area at the rear of the building.

The existing rear parking area will be fenced and used for truck loading area, 8 employee parking spaces and outside product storage area. The side parking lot along Warren Avenue will provide 37 customer parking spaces. With 11,000 square feet of retail space the parking code requires a total of 45 parking spaces. With the employee spaces in the existing rear parking lot, 45 spaces will be provided. This total includes 3 handicap spaces.

To accommodate truck movements and create the new customer loading area, we will create new impervious areas of approximately 1,244 square feet. To account for this increase in paved area, we will reclaim 1,395 square feet of existing

gravel area in the rear parking area. A total of 3,058 square feet will be disturbed to make these improvements. The project is located in the Capisic Brook watershed which has been identified as an Urban Impaired Stream by the Maine Department of Environmental Protection (MDEP). Given the size of disturbance and new impervious area, MDEP Stormwater Permitting is not required. The project will need to meet any City of Portland regulations for stormwater controls, which we hope will be met based upon our efforts to reduce paved areas on the property. No wetland areas will be impacted by this project.

The project will use the existing City water and sewer services. Existing gas, power and communication services will also be utilized. The existing site lighting will not change. Landscaping will be upgraded as shown on the landscape plans included with the plan set. A new pylon sign will be installed along the street frontage and building signage will be attached to the front and left side of the building walls.

Exhibit 4

Right, Title and Interest

The property is shown on Tax Map 292, Block D as Lots 006 and 011. Paris Farmers Union has secured a purchase and sales agreement from the current property owner, Bentley Holdings, Inc. A copy of this agreement is attached.



TAX MAP

55 WARREN AVENUE - PORTLAND
 APPLICANT: PARIS FARMERS UNION
 SCALE: 1" = 200'
 DATE OF GRAPHIC: FEBRUARY 12, 2014
 SOURCE: CITY OF PORTLAND TAX MAPS
 PUBLICATION DATE: APRIL 1, 2012

Stoneybrook
 Consultants, Inc.

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED of Paris Farmers Union, Inc., whose mailing address is PO Box D, South Paris, ME 04281 (hereinafter called the "Purchaser"), this 2 day of May, 2014, an offer to purchase the real estate located at 55 Warren Avenue in the city/town of Portland, County of Cumberland, State of Maine, described as follows: two adjoining lots in the B4 Zone (portion in the R3 and R5 Zone) totaling 2.44 acres and a 18,900 +/- SF single story building formerly operating as Lifestyles Fitness and being more fully described at said county's Registry of Deeds in Book 11723, Page 244, upon the terms and conditions indicated below.

1. **PERSONAL PROPERTY:** The following items of personal property are included in this sale (None).
2. **PURCHASE PRICE:** The total Purchase Price is with payment to be made as follows:

| | | |
|--|----|---|
| Earnest Money deposit received on this date | \$ | |
| Other: _____ | \$ | 0 |
| Balance due at closing, in cash or certified funds | \$ | |
| Total Sales Price: | \$ | |

3. **EARNEST MONEY/ACCEPTANCE:** Malone Commercial Brokers shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 5, 2014 at 2:00 PM. -
4. **TITLE:** That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to the Purchaser and this transaction shall be closed and the Purchaser shall pay the purchase price as provided herein and execute all necessary papers for the completion of the purchase on or before October 15, 2014. If Seller is unable to convey title to the premises in accordance with the provisions of this paragraph then the Seller shall have reasonable time period, not to exceed 30 days from the time the Seller receives written notice of the defect unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, the Purchaser may within 10 days thereafter, at Purchaser's option, withdraw said earnest money in full and neither party shall have any further obligation hereunder. The Seller hereby agrees to make a good-faith effort to cure any title defect during such period.
5. **DEED:** That the property shall be conveyed by a fully insurable deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.
6. **LEASES/TENANT SECURITY DEPOSITS:** Seller agrees at closing to transfer to Purchaser the property free and clear of any leases.
7. **POSSESSION/OCCUPANCY:** Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.

Page 1 of 5

Buyer's Initials

PD

Seller's Initials

RR

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

8. **RISK OF LOSS:** Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by the Seller otherwise agreed in writing. Said premises shall then be in substantially the same condition as at present, excepting reasonable use and wear.

9. **PRORATIONS:** The following items shall be prorated as of the date of closing:

- a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
- b. Fuel
- c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
- d. Purchaser and Seller shall each pay its transfer tax as required by the laws of the State of Maine.
- e. Other:

10. **INSPECTIONS:** The Purchaser is encouraged to seek information from professionals regarding any specific issue of concern. The Agent makes no warranties regarding the condition, permitted use or value of the Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to the Purchaser:

| TYPE OF INSPECTION | YES | NO | NO RESULTS REPORTED | TYPE OF INSPECTION | YES | NO | NO RESULTS REPORTED |
|----------------------|-------------------------------------|-----|---------------------|--------------------|-------------------------------------|-----|---------------------|
| a. General Building | <input checked="" type="checkbox"/> | ___ | Within 60 days | g. Lead Paint | ___ | ___ | Within ___ days |
| b. Sewage Disposal | ___ | ___ | Within ___ days | h. Pests | ___ | ___ | Within ___ days |
| c. Water Quality | ___ | ___ | Within ___ days | i. ADA | ___ | ___ | Within ___ days |
| d. Radon Air Quality | ___ | ___ | Within ___ days | j. Wetlands | <input checked="" type="checkbox"/> | ___ | Within 60 days |
| e. Radon Water | ___ | ___ | Within ___ days | k. Environmental | <input checked="" type="checkbox"/> | ___ | Within 60 days |
| f. Asbestos | <input checked="" type="checkbox"/> | ___ | Within 60 days | l. Other | ___ | ___ | Within ___ days |

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by the Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days set forth above, and any earnest money shall be returned in full to the Purchaser. If the Purchaser does not notify the Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser. In the absence of inspection(s) mentioned above, the Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

11. **REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION:** Purchaser shall have zero days from the effective date of the Contract to review leases and income and expenses information regarding the property, which leases and information Seller shall make available to Purchaser at a convenient time and location. If the result of the review is unsatisfactory to the Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days set forth above, and any earnest money shall be returned to Purchaser. If the Purchaser does not notify the Seller that the review is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser.

12. **FINANCING:** Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within 15 days from the effective date of this contract a written commitment (the "Commitment") from a lender for a commercial mortgage loan of not less than 80% of the purchase price at an initial interest rate not to exceed 6.5% per annum and amortized over a period of not more than 15 years. Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above-described terms shall be a breach of this Contract.

Buyer's Initials JD Seller's Initials RL

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

It is agreed that the Purchaser shall make formal application for the loan with a financial institution of their choice within 10 days of the Effective Contract Date. In the event that Purchaser is unable to obtain the Commitment and Purchaser notifies Seller within 30 days from the effective date of this Contract, then Seller shall return the earnest money to Purchaser and this Contract shall terminate and neither party shall be under any further obligation hereunder.

13. **AGENCY DISCLOSURE:** The Purchaser and Seller acknowledge that they have been informed that Ted Quinn of The Maine Real Estate Network is acting as a Selling agent in this transaction and is representing the Purchaser and that Joe Malone and Jennifer Small are acting as a Listing agent in this transaction and is representing the Seller. (Both Selling Agent and Listing Agent are hereinafter called "Brokers").

14. **DEFAULT:** If the Purchaser fails to perform any of the terms of this Contract, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Should Seller elect to retain the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of default by either party, the escrow agent will not return the earnest money to the Purchaser or the Seller without written releases from both parties. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and the said dispute is not resolved by the parties within thirty (30) days, Escrow Agent shall file an action in interpleader and deposit the earnest money in the court to resolve said dispute. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said dispute.

15. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.

16. **PRIOR STATEMENTS:** This Contract sets forth the entire agreement between the parties and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

17. **HEIRS/ASSIGNS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

18. **COUNTERPARTS:** This Contract may be signed on any number of identical counterparts, including telefacsimile copies, with the same binding effect as if all of the signatures were on one instrument.

19. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract.

20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form 3).

Page 3 of 5 Buyer's Initials P Seller's Initials RR

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

21. OTHER CONDITIONS:

- a. This Contract is contingent upon Purchaser obtaining, with Sellers' cooperation, Site Plan Review Approval from the City for a change of use to utilize the property as retail use, while utilizing the existing structure for retail and the site for parking, outside storage and sales within 120 days.
- b. In the event that the Purchaser receives Site Plan Review Approval from the City prior to 120 days from the Contract Effective Date, then Purchaser will execute all necessary papers for the completion of the purchase within 45 days of receiving Site Plan Review Approval from the City.
- c. In the event that the City of Portland is not able to provide Site Plan Review Approval to the Purchaser within 120 days, then Seller will allow a 30-day extension of time to execute all necessary papers for the completion of the purchase.
- d. In the event that the Purchaser is unable to obtain Site Plan Review Approval from the City, either party may rescind the contract by written notice to the other, and any earnest money shall be returned in full to the Purchaser.
- e. Previously noted above in Section 6, the Seller shall deliver the property to Purchaser with no Tenant Leases attached to the property. Additionally, the Seller shall deliver the property to Purchaser in a broom swept condition with no Tenant, equipment, hazardous materials or trash occupying the property.

THE SELLER SHALL NOT DELIVER THE PROPERTY TO THE PURCHASER PRIOR TO SEPTEMBER 30, 2014.

RR (W)

22. TAX EXCHANGE: In the event that either the Seller or Purchaser are involved in a tax deferred exchange or similar tax related transaction, all parties agree to cooperate provided that there are no additional costs, obligations, or fundamental changes within the guidelines of this Contract.

23. ADDENDA: This contract has addenda containing additional terms and conditions: YES _____ NO X

24. EXTENSION: Seller and Purchaser agree to extend the following date(s) set forth in this Contract to the new dates shown:

Date for _____, changed from _____ to _____

Date for _____, changed from _____ to _____

25. The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

Page 4 of 5 Buyer's Initials B Seller's Initials RR

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/4% of the consideration unless the Seller furnishes to the Buyer a certificate by the Seller stating, under penalty or perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

Paris Farmers Union, Inc.
Legal Name of Purchaser Social Security # or Tax I.D. #

[Signature]
Signature Name/Title, thereunto duly authorized

Legal Name of Purchaser Social Security # or Tax I.D. #

Signature Name/Title, thereunto duly authorized

The Seller accepts the offer and agrees to deliver the premises at the price and upon the terms and conditions set forth above and agrees to pay the Broker the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of _____ Brokerage Commission will be split 50% to each Agency, The Maine Real Estate Network and Maine Commercial Brokers. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Brokers and (2) Sellers; provided, however, that the Brokers' portion shall not exceed the full amount of the commission specified.

Signed this 6th day of APRIL 2014

Seller Social Security # or Tax I.D. #
Robert Ray, Treasurer
Signature Name/Title, thereunto duly authorized

Seller Social Security # or Tax I.D. #

Signature Name/Title, thereunto duly authorized

Escrow Agent Name/Title

The Listing Agent is _____ of _____ (Agency)

The Selling Agent is _____ of _____ (Agency)

EFFECTIVE DATE OF CONTRACT: _____

Page 5 of 5 Buyer's Initials MB Seller's Initials RR

Maine Commercial Association of REALTORS®

Exhibit 5

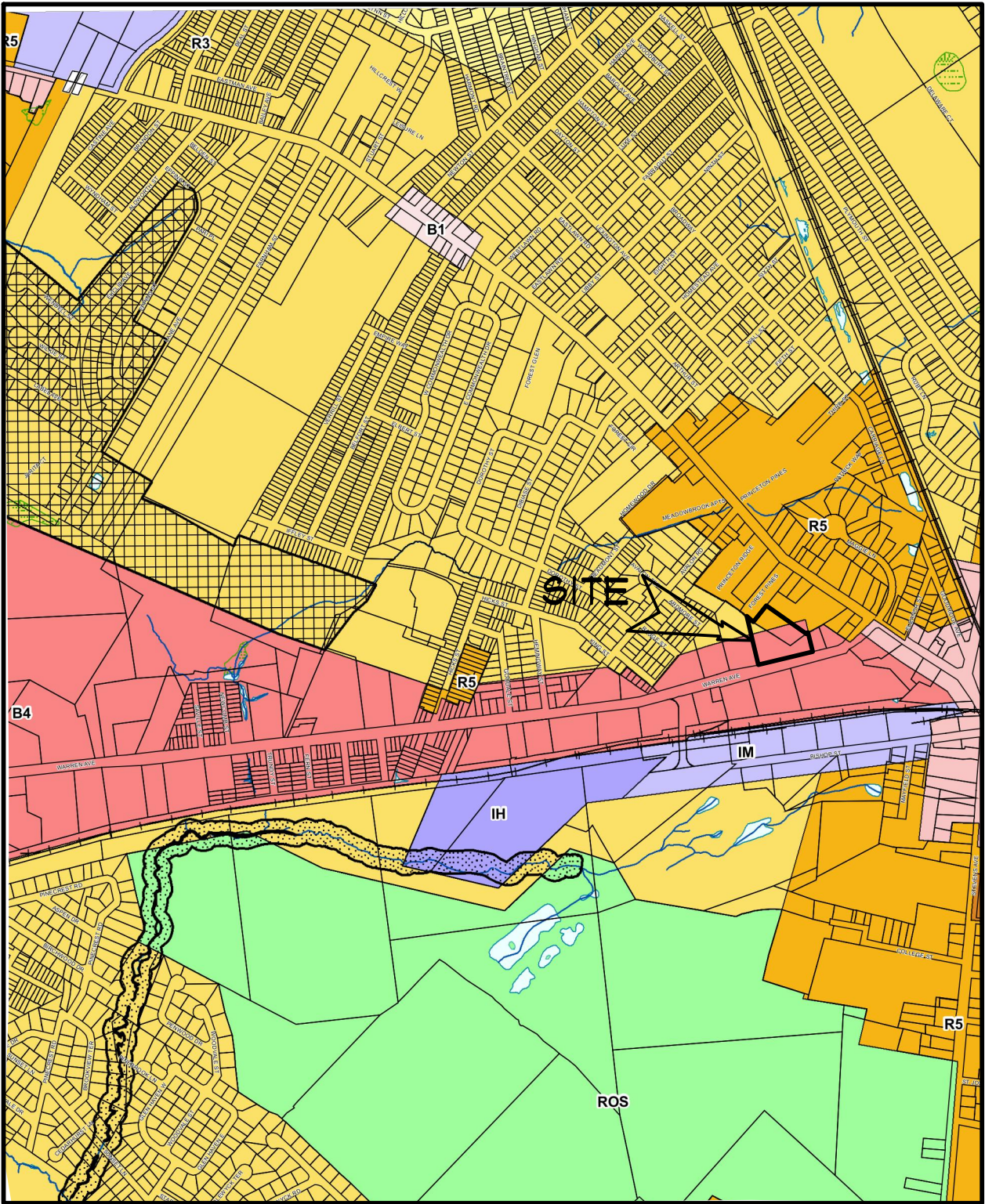
State and Federal Permits

The project is located in the Capisic Brook watershed which has been identified as an Urban Impaired Stream by the Maine Department of Environmental Protection (MDEP) but, given the size of disturbance and new impervious area, MDEP Stormwater Permitting is not required. No wetland areas will be impacted by this project. Therefore, approvals under the Natural Resource Protection Act are not required from MDEP. Also, total impervious area on the parcel is less than 3 acres. Therefore, permits from MDEP under the Site Location of Development Act are also not required. Based upon the Traffic Assessment included in Exhibit 10, a Traffic Movement Permit from the Maine Department of Transportation will also not be required for this project.

Exhibit 6

Zoning Assessment

The front portion of the property extending about 250' from the center of Warren Avenue is located in the B-4 Commercial Corridor Zone and the rear portion is located in the R-3 and R-5 Residential Zones. See the attached Zoning Graphic. Paris Farmers Union is a retail use. In Section 14-229.11 of the zoning code, retail establishments are listed as a permitted use.



ZONING MAP

55 WARREN AVENUE - PORTLAND
 APPLICANT: PARIS FARMERS UNION
 SCALE: 1" = 1,000'
 DATE OF GRAPHIC: FEBRUARY 12, 2014
 SOURCE: CITY OF PORTLAND ZONING MAP
 PUBLICATION DATE: AUGUST 14, 2013

Stoneybrook
 Consultants, Inc.

Exhibit 7

Existing/Proposed Easements

The property is subject to an existing access easement with the abutter located at 65 Warren Avenue as shown on the 1986 commercial subdivision plan. This abutter also recently secured a stormwater easement for use and maintenance of the existing stormwater pond. Details for both of these easement areas are discussed in the attached easement deed.

MUTUAL EASEMENT DEED AND STORMWATER MAINTENANCE AGREEMENT

THIS MUTUAL EASEMENT DEED AND STORMWATER MAINTENANCE AGREEMENT is made as of the 27 day of December, 2013, by **BENTLEY HOLDINGS, INC.**, a Maine corporation with a place of business in the City of Portland, Cumberland County, Maine, its successors and assigns (hereinafter referred to as "Bentley"), by and between **EVOLUTION PORTLAND PROPERTIES, LLC**, a Maine limited liability company, with a place of business in the City of Portland, Cumberland County, Maine, its successors and assigns (hereinafter referred to as the "Evolution").

WITNESSETH:

WHEREAS, Bentley holds title to certain real property situated in Portland, Maine, consisting of a parcel described in a deed from Robert B. Ray and Linda W. Ray to Bentley dated August 19, 2004, and recorded in the Cumberland County Registry of Deeds in Book 21713, Page 296 (hereafter "Bentley's Property");

WHEREAS, Evolution holds title to certain real property situated in Portland, Maine consisting of a parcel described in a deed of even date herewith from Bentley to Evolution and recorded in said registry prior hereto (hereafter "Evolution's Property"); and

WHEREAS, Bentley's Property and Evolution's Property are currently subject to a common driveway access easement between Lots 8 and 7 (the "Shared Driveway") as shown on a plan of land entitled "Recording Plat of Southworth Subdivision" for Southworth, Inc., dated December 24, 1985 by Sebago Technics, Inc. and recorded in said registry in Plan Book 157, Page 28; and

WHEREAS, Bentley and Evolution wish to grant to each other a further shared easement over, in, or under the Shared Driveway to install, use, maintain, repair, improve, and reconstruct utility services to Bentley's Lot and/or Evolution's Lot; and

WHEREAS, Bentley and Evolution wish to grant each other a further shared easement to install, maintain, use, replace and repair a stormwater pond, subsurface stormwater pipe, and related facilities located primarily, although not entirely, on Bentley's Lot, servicing Bentley's Lot and Evolution's Lot, and to further agree to share equally the costs of the ongoing maintenance thereof;

NOW, THEREFORE, in consideration of the foregoing and the covenants, terms, conditions, and restrictions herein contained, Bentley hereby GRANTS to Evolution, its successors and assigns, forever and in perpetuity, easements over Bentley's Property, and Evolution hereby GRANTS to Bentley, its successors and assigns, forever and in perpetuity, easements over Evolution's Property, as follows:

Utility Easement. The right and easement to install, use, maintain, repair, improve, replace and reconstruct utility lines, services, conduits and similar customary appurtenances (collectively, "utility facilities") within area marked as the "50' COMMON DRIVEWAY

AND UTILITY EASEMENT” on the plan entitled Site Plan of Evolution Portland Properties, LLC, dated June 13, 2013, and revised through December 5, 2013, and to be recorded in the Cumberland County Registry of Deeds (the “Plan”), for providing any and all types of utility services (including without limitation electrical, telecommunications, sewer, water and gas) to Bentley’s Property and/or Evolution’s Property. The costs and expenses for any such facilities and installations which serve more than one property shall be shared equally by the properties using the same, and any such facilities and installations serving only one property shall be the sole cost and expense of the property that is so served. Except in the event of emergencies, no property owner shall penetrate the land of the other property owner except on at least 48 hours prior notice and consultation. All work done by or on behalf of the property owner shall be performed with reasonable dispatch until fully completed, and the property owner shall, as soon as is reasonably practicable, clean up and restore all portions of the land altered or damaged in connection with such work to substantially the same condition as it existed before the performance of such work. All work done by or on behalf of the property owner shall be timely paid for and in no event shall such work give rise to the imposition of a mechanic’s lien.

Stormwater Easement. The right and easement to install, maintain, use, replace and repair a stormwater pond, subsurface stormwater pipe, and related facilities (the “Facilities”) for the purpose of flowing and discharging stormwater from Bentley’s Lot and Evolution’s Lot in, over and across the area marked on the Plan as the “STORMWATER EASEMENT AREA” (the “Stormwater Easement Area”).

This easement includes the right of either party to enter onto the Stormwater Easement Area to perform all work reasonably necessary or convenient for exercising such rights, including, without limitation, excavating, grading, re-grading, trenching, and removal of vegetation which would be adverse to or interfere with the stormwater facilities. Each party agrees that it will not construct any structure on the within the Stormwater Easement Area that would interfere with the other party’s easement rights described herein. The parties agree to share equally in the cost of ongoing maintenance, repair, and replacement of the Facilities, except to the extent such maintenance, repair, or replacement is caused solely by one party, in which case such costs shall be borne solely by such party.

In the event that either party’s discharge or flowage of stormwater herein exceeds any permitted amounts or rates and, as a result, causes any damage, destruction or malfunctioning of the pond or to other party’s lot, then such party shall indemnify the other party and shall be responsible for any reasonable costs incurred by such other party as a result of such damage, destruction or malfunction.

In the event that one property owner must pursue legal action to enforce the easements, covenants and agreements contained herein, such property owner shall be entitled to collect from the other property owner(s) its reasonable attorney’s fees for such action; provided, however, that prior to commencing any such action the party shall give written notice to the other and a reasonable time to both provide a response and to commence any corrective action or undertaking.

All of the terms, provisions and covenants set forth herein shall run with the land and shall be

binding upon and inure to the benefit of and be enforceable by the respective heirs, successors and assigns of Bentley and Evolution.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and sealed in their respective corporate names on December 27, 2013.

WITNESS:



Bentley Holdings, Inc.

By: Robert Ray
Robert Ray, its Treasurer

Evolution Portland Properties, LLC

By: Scott Howard
Scott Howard, its Manager

State of Maine
County of Androscoggin

December 24 2013

Then personally appeared the above-named Robert Ray, Treasurer of Bentley Holdings, Inc. and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

Karen J. Goslin

Notary Public/~~Attorney-at-Law~~

Print Name: _____
Commission Expires: _____

KAREN J. GOSLIN
Notary Public
My Commission Expires
May 12, 2019

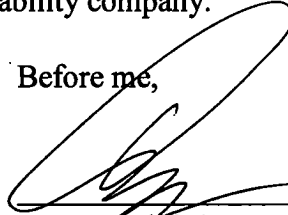
SEAL

State of Maine
County of Cumberland

Dec 27, 2013

Then personally appeared the above-named Scott Howard, Manager of Evolution Portland Properties, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,



Notary Public/Attorney-at-Law

Print Name: Wesley A. Anderson

Commission Expires: N/A

S:\HHOSC01\Stormwater Maintenance Agreement.FINAL.doc

Received
Recorded Register of Deeds
Dec 30, 2013 10:01:33A
Cumberland County
Pamela E. Lovley

Exhibit 8

Waivers

There are no requested waivers at this time.

Exhibit 9

Financial and Technical Capacity

Paris Farmers Union was established in 1919 and they now have 10 store locations in Maine, New Hampshire and Vermont. They have located each of these stores and worked with local consultants to secure approvals to develop, construct and occupy all of them. They have secured a financial commitment to finance this project from TD Bank, which is estimated at \$1.4 million. A copy of this commitment is attached. They are working with Stoneybrook Consultants, Inc. to represent them and prepare applications, Summit Geoengineering Services Inc. to prepare engineering plans, Jones Associates, Inc. to perform site surveys and wetland identifications, F.A. Cushing to prepare landscape plans, Bill Bray to perform traffic review, SRL Architects to prepare building renovation plans and L&D Building & Remodeling, Inc. to construct these improvements. All of these companies have substantial experience helping with these types of commercial developments.



Bank

America's Most Convenient Bank®

TD Bank, N.A.
333 State Street
Portsmouth, NH 03801
www.tdbank.com

July 31, 2014

Mr. Marc West, President
Paris Farmers Union
1435 Main Street
Oxford, Maine 04270

RE: 55 WARREN AVENUE, PORTLAND, MAINE

Dear Marc:

On behalf of TD Bank, N.A. (the "Bank"), I am pleased to offer Paris Farmers Union (the "Borrower") a commitment totaling \$1,400,000 toward the purchase and renovation of the subject property (the "Credit Accommodation"). The terms and conditions are outlined in an attachment to this letter.

If the terms and conditions set forth herein are acceptable to you, please acknowledge below and return a signed counterpart to this letter on or before the close of business on August 15, 2014 together with all applicable fees, if any. This commitment letter must be accepted and returned to the Bank no later than the close of business on August 15, 2014 (along with any fees due with the acceptance of this letter), and the closing of the Credit Accommodation must occur by October 15, 2014. The Bank's commitment hereunder will expire in the event the Bank has not received such acceptance and applicable fees, if any, on or before August 15, 2014 or the closing has not occurred by October 15, 2014, all in accordance with the prior sentence, and the Bank will be under no obligation to offer any further Credit Accommodations.


The Bank may terminate this commitment letter, and will have no obligation to extend the Credit Accommodation, upon the happening of any of the following events: (a) the Bank does not receive the accepted copy of this commitment (along with any fees due with the acceptance of this letter) by August 15, 2014; (b) the Credit Accommodation does not for any reason close by October 15, 2014; (c) the Borrower's failure to comply with any term or condition set forth herein or in the attached Terms and Conditions of Loan or the Commitment Letter Rider; (d) any material adverse change occurs with respect to the economic value, business assets, liabilities, results of operations or condition (financial or otherwise) of the Borrower; (e) any report or statement made to the Bank by the Borrower or any guarantor in connection herewith is or proves to be false or misleading in any material respect as of the date made or furnished; or (f) any collateral securing the Credit Accommodation shall be materially damaged by fire or other casualty.

The documents signed at closing shall be deemed to be the final and complete expression of the agreement Bank and the Borrower with respect to the Credit Accommodation. Any terms and conditions that have been discussed, negotiated, agreed to or that are part of this Commitment letter and are not included in the terms and conditions of the documents signed at closing shall be deemed waived and superseded by the documents signed at closing. This commitment letter is not intended to survive closing of the Credit Accommodation.

If you have any questions or comments on the terms of this letter, please do not hesitate to call me.

Very truly yours,

TD Bank, N.A.

By: 
Charles J. Giovacce
Vice President

The above commitment is hereby accepted:

Borrower:

Paris Farmers Union

By: 
Marc West, President

Exhibit 10

Traffic Analysis

Bill Bray, P.E. of Traffic Solutions has conducted existing condition traffic counts and prepared the attached traffic assessment for this project.

William J. Bray, P.E.
235 Bancroft Street
Portland, Maine 04102
Phone (207) 774-3603
trafficsolutions@maine.rr.com

August 9, 2014

Traffic Assessment
For Proposed
**Paris Farmers Union
Portland Store**

INTRODUCTION

Paris Farmers Union is proposing to renovate an existing 18,900 square foot building located at 55 Warren Avenue in Portland replacing their current store located at 64 Auburn Street. A fitness center presently occupies the proposed 55 Warren Avenue building and will relocate to another off-site location. The current Paris Farmers Union store is a 4,000 square foot retail store with approximately 2,000 square feet of warehouse space. The proposed Warren Avenue store will provide 11,000 square feet of retail area and 7,900 square feet of warehouse space.

Access to the proposed Warren Avenue site will be provided through an existing “common” driveway that serves the 55 Warren Avenue building and the adjoining Evolution Rock & Fitness Center located at 65 Warren Avenue.

This document provides a summary of existing traffic conditions for the section of Warren Avenue adjacent to the project site including: an estimate of 2014 “peak” traffic volumes for Warren Avenue during both the AM and PM peak hours; a review of current roadway safety conditions; conducts a review of vehicle sight distance at the existing driveway entrance; provides an estimate of peak hour trip generation for the proposed Paris Farmers Union store and, determines the “net” difference in trip generation of the existing site use and the proposed Paris Farmers Union store.

EXISTING CONDITIONS

Existing Traffic: A manual turning movement count was conducted at the 55 Warren Avenue site on Thursday, July 17, 2014 to determine existing peak hour traffic volumes along Warren Avenue and the volume of entering/exiting traffic from the existing site driveway. All vehicular traffic entering the driveway intersection on Warren Avenue was recorded in 15-minute intervals between the hours of 7:00 to 9:00 AM and between 3:00 to 6:00 PM (Copies of the field data summary sheets are attached). From a summary of the data, it was determined that the two commuter peak hours occur between 8:00 to 9:00 AM and 3:45 to 4:45 PM.

Traffic data collected during the months of July and August are generally representative of “peak” travel conditions and further adjustment is not required. Figures 1 and 2 are “line-diagrams”, presenting “peak” hour traffic volumes for the driveway intersection. As depicted on the summary drawings, a total of 38 trips circulate through the driveway in the AM peak hour and a total of 67 vehicles in the PM peak hour. A total of 902 vehicles were recorded traveling in both directions on Warren Avenue in the morning peak hour and a similar volume of 913 vehicles was measured in the afternoon peak hour.

Existing Safety Trends: The Maine Department of Transportation’s (MaineDOT) Accident Records Section provided the latest three-year (2011 through 2013) crash data for the section of Warren Avenue between

Hicks Street and Forest Avenue, a distance of approximately 0.58 miles. Their report is summarized as follows and attached as an appendix to the report:

2011 -2013 Traffic Accident Summary

| <u>Location</u> | <u>Total Crashes</u> | <u>Critical Rate Factor</u> |
|---|----------------------|-----------------------------|
| 1. Warren Avenue and Bishop Street Extension | 2 | 0.37 |
| 2. Forest Avenue, Warren Avenue, Maggie Lane | 29 | 0.84 |
| 3. Warren Avenue btw. Hicks Street and Bishop Street Extension | 6 | 0.37 |
| 4. Warren Avenue btw. Bishop Street Extension and Forest Avenue | 8 | 0.60 |

The MaineDOT considers any roadway intersection or segment a high crash location if both of the following criteria are met:

- **8 or more accidents**
- **A Critical Rate Factor greater than 1.00**

As the data presented in the table shows, the incidence of traffic crashes occurring on the section of Warren Avenue is below MaineDOT’s threshold criteria for identification of a high crash location.

SIGHT DISTANCE

The Maine Department of Transportation’s Highway Entrance and Driveway Rules require the following sight distances for a non-mobility roadway:

Sight Distance Standards

| Speed Limit | Sight Distance |
|-------------|----------------|
| 25 mph | 200 feet |
| 30 | 250 |
| 35 | 305 |
| 40 | 360 |
| 45 | 425 |
| 50 | 495 |
| 55 | 570 |

Warren Avenue is currently regulated with a 35mph posted speed limit across the frontage of the 55 Warren Avenue property, which requires an unobstructed sightline of 305 feet. An unobstructed sightline in excess of 500 feet was determined “looking” both left and right from the existing driveway entrance.

SITE TRAFFIC

Site Trip Generation: An estimate of trip generation for the proposed 11,000 square foot retail store was determined based upon “peak” traffic data collected at the existing 4,000 square foot Auburn Street retail store. Manual turning movement counts were completed on July 22, 2014 between the hours of 7:00 to 9:00 AM and, again, between 3:00 to 6:00 PM. All traffic entering and exiting the Auburn Street store was recorded in 15-minute intervals between the noted time periods (traffic observed patronizing the beauty salon located on the same property was omitted from the survey results). A summary of the data shows that a total of 29 peak hour trips were observed during the morning peak hour and a total of 28 trips were counted during the evening peak hour. The proposed Warren Avenue Paris Farmers Union store is approximately 2.75 larger than the existing Auburn Street store. It is reasonable to assume that the proposed larger Warren Avenue store will have a similar trip generation rate as the existing store resulting in peak hour totals of **80** trips in the AM peak hour and

77 trips during the PM peak hour. Accordingly, the proposed Paris Farmers Union store will increase the volume of trips circulating through the 55 Warren Avenue driveway by a total of 45 trips (*80 proposed trips minus 38 existing trips*) in the morning peak hour and an additional 10 trips in the evening peak hour (*77 proposed trips minus 67 existing trips*).

SUMMARY

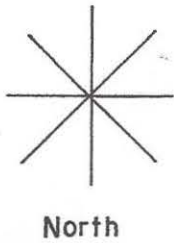
1. The proposed Paris Farmers Union store at 55 Warren Avenue can be expected to generate a total of 80 vehicle trips during the AM peak hour and 77 trips during the PM peak hour. Existing site uses at the Warren Avenue property generate approximately 38 and 67 trips, respectively, for the AM and PM peak hours. The “*net*” increase in site generated traffic with development of the proposed project is 45 trips in the AM peak hour and 10 trips in the evening peak hour.
2. MaineDOT’s Traffic Safety Bureau’s latest three-year safety report for the section of Warren Avenue between Hicks Street and Forest Avenue shows that all roadway segments and intersections within the identified section of Warren Avenue experience fewer traffic crashes than the threshold criteria for identification of a high crash location.
3. Sightline measurements recorded at the centerline of the existing site driveway entrance at 55 Warren Avenue exceed MaineDOT’s standard (305 feet) for a posted speed limit of 35mph, which reflects the current posted speed limit on Warren Avenue.
4. The City Peer Review Consultant, based upon a preliminary review of the proposed project, had requested the conduct of a full traffic impact study for the proposed project. The Applicant will fully comply with that request and submit the detailed mobility analyses for the site driveway/Warren Avenue intersection under separate cover when completed.



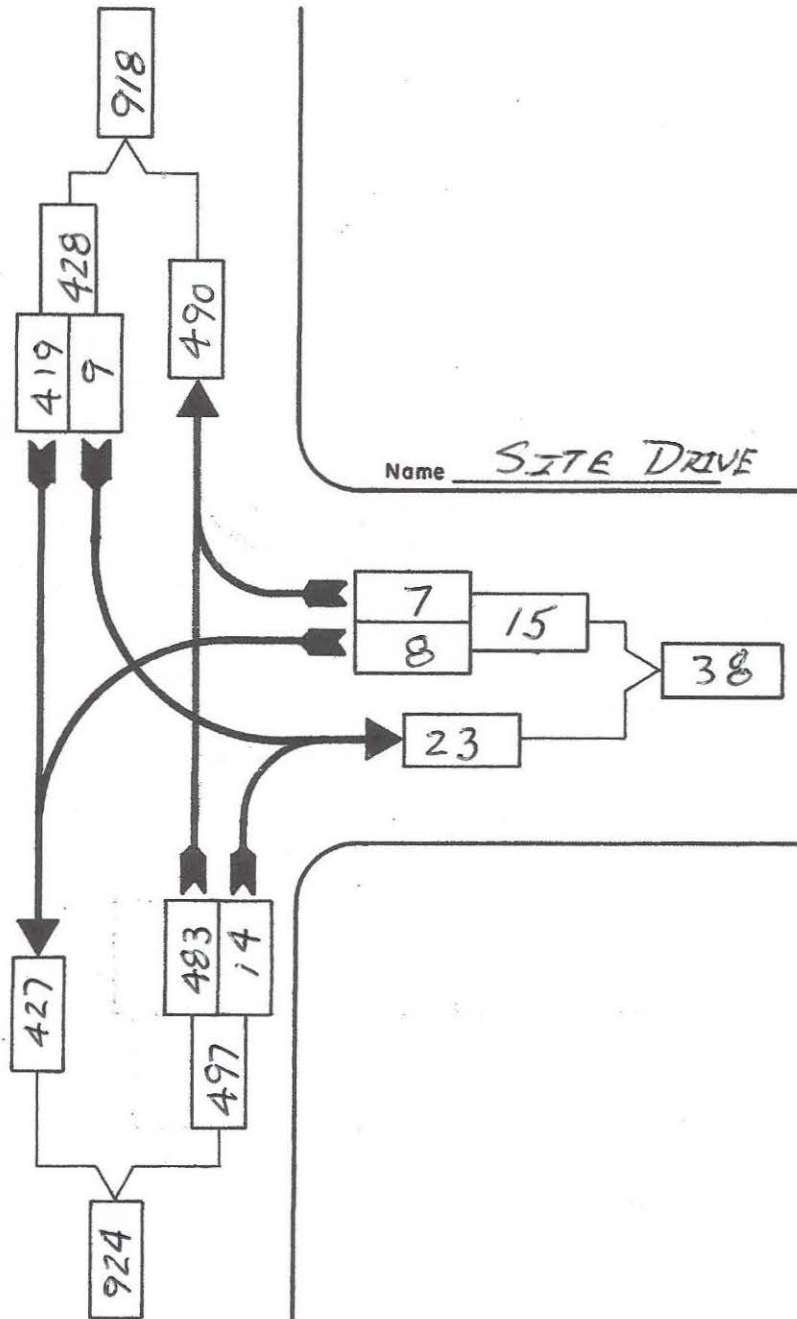
VEHICLE VOLUME COUNT GRAPHIC SUMMARY SHEET

Intersection of WARREN AVENUE - 55 WARREN DRIVE Date 7-17-2014

Weather _____ Road Surface Condition _____ Time 8:00 AM to 9:00 AM



Name WARREN AVE.



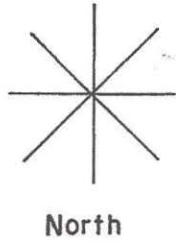
Name SITE DRIVE

FIGURE 1: Existing 2014 "peak" Site Traffic Volumes- AM Peak Hour

VEHICLE VOLUME COUNT GRAPHIC SUMMARY SHEET

Intersection of WARREN AVENUE + 55 WARREN DRIVE Date 7-17-2014

Weather _____ Road Surface Condition _____ Time 3:45 to 4:45



Name WARREN AVE.

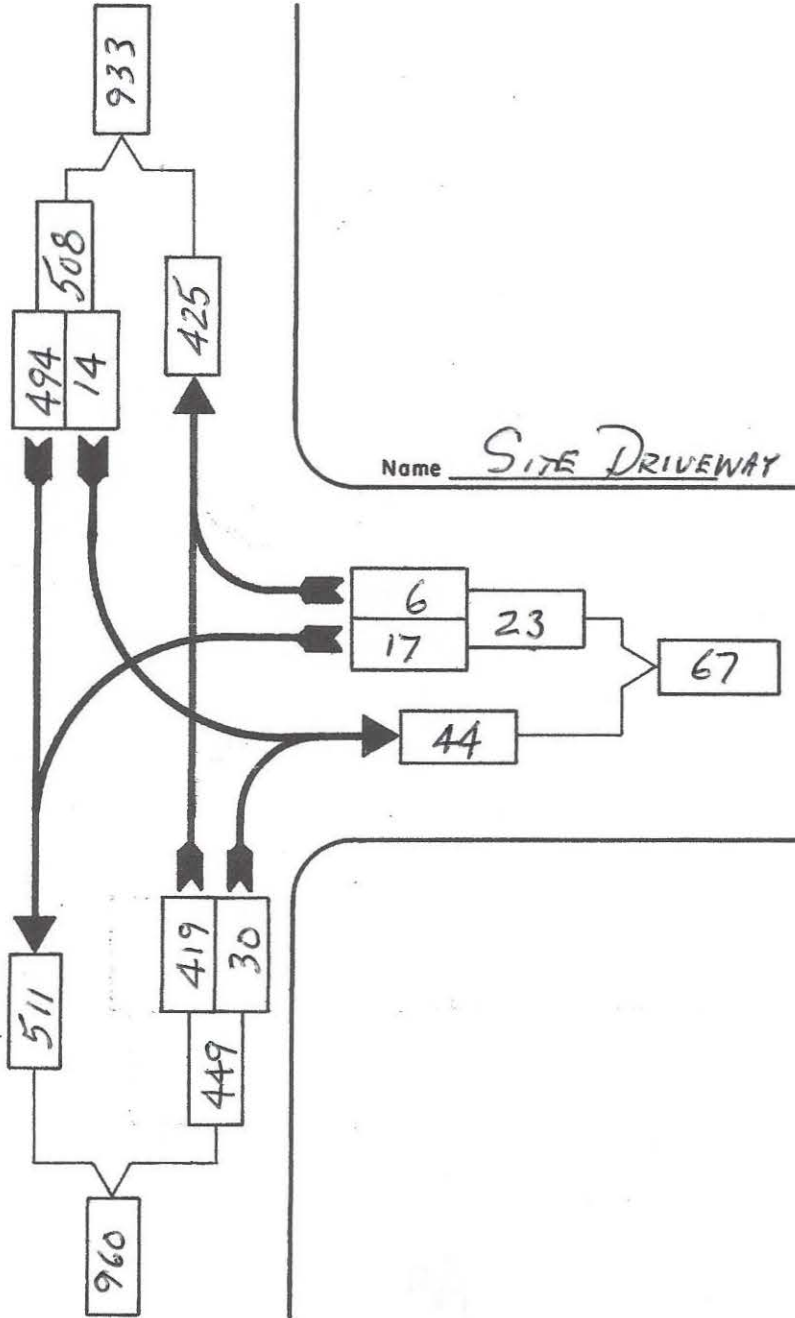
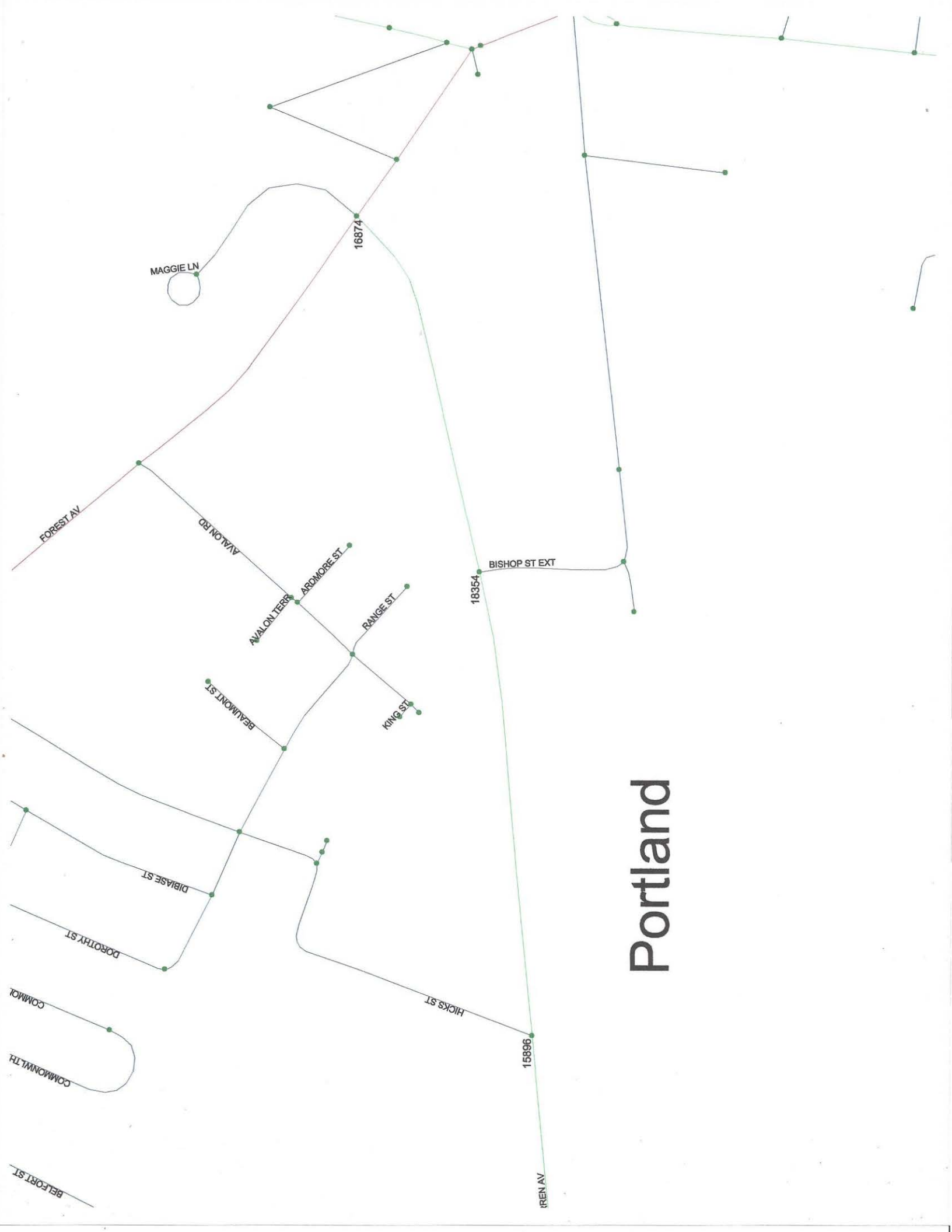


FIGURE 2: Existing 2014 "peak" Site Traffic Volumes- PM Peak Hour



Portland

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

Crash Summary I Section Detail Crash Summary II 1320 Public 1320 Private 1320 Summary

REPORT DESCRIPTION

Warren Ave

REPORT PARAMETERS

Year 2011, Start Month 1 through Year 2013 End Month: 12

Route: **0560767**

Start Node: **15896**

Start Offset: **0**

Exclude First Node

End Node: **16874**

End Offset: **0**

Exclude Last Node

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary I

| Node | Route - MP | Node Description | Nodes | | | | | | | Percent Annual M Injury Ent-Veh | Crash Rate | Critical Rate | CRF | | | |
|--------------------------|----------------|--------------------------------------|---------------------|------------------|---|----|---|---|----|------------------------------------|------------|-----------------------|--------|------|------|------|
| | | | U/R | Total Crashes | K | A | B | C | PD | | | | | | | |
| 15896 | 0560767 - 1.31 | Int of HICKS ST WARREN AV | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0 | 5.612 | 0.00 | 0.35 | 0.00 | | |
| | | | | | | | | | | | | Statewide Crash Rate: | 0.14 | | | |
| 18354 | 0560767 - 1.63 | Int of BISHOP ST EXT WARREN AV | 2 | 2 | 0 | 0 | 0 | 1 | 1 | 50.0 | 5.153 | 0.13 | 0.35 | 0.00 | | |
| | | | | | | | | | | | | Statewide Crash Rate: | 0.14 | | | |
| 16874 | 0560767 - 1.89 | Int of FOREST AV MAGGIE LN WARREN AV | 9 | 29 | 0 | 0 | 0 | 8 | 21 | 27.6 | 11.834 | 0.82 | 0.98 | 0.00 | | |
| | | | | | | | | | | | | Statewide Crash Rate: | 0.65 | | | |
| Study Years: 3.00 | | | NODE TOTALS: | | | 31 | 0 | 0 | 0 | 9 | 22 | 29.0 | 22.599 | 0.46 | 0.60 | 0.76 |

Crash Summary I

| Sections | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------------|----------|---------|-----------------------|----------------|------------------------|-----|---------------|---|----------------|------------------------------|----|----|----------------|-------------|------------|---------------|------|---------|--------|--------|------|
| Start Node | End Node | Element | Offset Begin - End | Route - MP | Section Length | U/R | Total Crashes | K | Injury Crashes | | | | Percent Injury | Annual HMVM | Crash Rate | Critical Rate | CRF | | | | |
| | | | | | | | | | A | B | C | PD | | | | | | | | | |
| 15896 | 18354 | 3105909 | 0 - 0.32 | 0560767 - 1.31 | 0.32 | 2 | 6 | 0 | 0 | 0 | 1 | 5 | 16.7 | 0.01638 | 122.07 | 334.66 | 0.00 | | | | |
| Int of HICKS ST WARREN AV | | | | | RD INV 05 60767 | | | | | Statewide Crash Rate: 186.26 | | | | | | | | | | | |
| 16874 | 18354 | 3106429 | 0 - 0.26 | 0560767 - 1.63 | 0.26 | 2 | 8 | 0 | 1 | 1 | 2 | 4 | 50.0 | 0.01246 | 214.01 | 354.72 | 0.00 | | | | |
| Int of FOREST AV MAGGIE LN WARREN AV | | | | | RD INV 05 60767 | | | | | Statewide Crash Rate: 186.26 | | | | | | | | | | | |
| Study Years: 3.00 | | | | | Section Totals: | | | | | 0.58 | 14 | 0 | 1 | 1 | 3 | 9 | 35.7 | 0.02884 | 161.79 | 300.00 | 0.54 |
| | | | | | Grand Totals: | | | | | 0.58 | 45 | 0 | 1 | 1 | 12 | 31 | 31.1 | 0.02884 | 520.04 | 429.65 | 1.21 |

