

City of Augusta
Development Review Application
 Bureau of Planning, Department of Development Services

Address of Proposed development: 265 Western Avenue		
Zone(s): CC (Regional Business District)		
Project Name: Pizza Degree		
Existing Build (sq. ft.): 1,520 sf	Proposed Building (sq. ft.): 0 sf	
Existing Impervious (sq. ft.): 16,545 sf	Proposed Imperv. (sq. ft.): -670 sf	
Proposed Total Disturbed Area of the Site: 1,090 sf Proposed disturbance of greater than one acre requires a Chapter 500, Stormwater Management Permit from the Maine Department of Environmental Protection (DEP).		
Owner's Name/Address: Gerard Gosselin P.O. Box 250 Manchester, ME 04351	Applicant's Name/Address: North Country Investments, LLC. c/o Spenser Ouellette 234 Sweden Street P.O. Box 296 Caribou, ME 04736	Consultant's Name/Address: E.S. Coffin Engineering & Surveying c/o Jim Coffin P.O. Box 4687 Augusta, ME 04330-1687
Phone #:	Phone #: 207-498-2329	Phone #: 623-9475
Cell #:	Cell #: 207-592-0129	Cell #: 242-8500
e-mail:	e-mail: caribouburgerboy@yahoo.com	e-mail: jcoffin@coffineng.com
Tax Map #: 19	Lot Size (acres): 1.01	Form for Evidence of Standing (deed, purchase and sale agreement, other): Purchase/Sale Agreement
Lots #: 75	Frontage (Feet): 123'	
For Staff Use		
Fee Calculation: Major Development max fee is \$4,000; Minor Development max fee is \$1,000		
Major Development: $\$2,000 + (\text{number of sq ft over } 25,000 \times \$0.15) =$		
Minor Development: $\$250 + (\text{number of sq ft over } 5,000 \times \$0.15) =$		
All Development: $\text{Number of Abutters} \times (1\text{oz First Class postage fee} + \$0.15) =$		
Total Fee:		
Signatures		
Applicant: <u></u>	Date: August 07, 2015	
Owner: _____	Date: _____	
Agent: <u></u>	Date: August 07, 2015	

Checklist. The checklist below must be completed by the applicant. The required material or a written waiver request must be provided.

Information Required on Plan(s) See Augusta Land Use Ordinance for greater detail	Included	Waiver Requested
a. Name of Site Plan (Sec 4.5.2.1 of the Land Use Ordinance)	<input checked="" type="checkbox"/>	
b. Owner(s) name and address (4.5.2.2)	<input checked="" type="checkbox"/>	
c. Deed reference to subject parcel (4.5.2.3)	<input checked="" type="checkbox"/>	
d. Engineer's name, address, signature and seal (4.5.2.4)	<input checked="" type="checkbox"/>	
e. Surveyor's name, address, signature and seal (4.5.2.5)	<input checked="" type="checkbox"/>	
f. Scale, both in graphic and written form (4.5.2.6)	<input checked="" type="checkbox"/>	
g. Date and Revision box (4.5.2.7)	<input checked="" type="checkbox"/>	
h. Zoning designation(s) (4.5.2.8)	<input checked="" type="checkbox"/>	
i. North Arrow (true and magnetic, dated or grid) (4.5.2.9)	<input checked="" type="checkbox"/>	
j. Ownership, location and present use of abutting land (4.5.2.11)	<input checked="" type="checkbox"/>	
k. Location map (4.5.2.12)	<input checked="" type="checkbox"/>	
l. Streets, existing & proposed, with curve data (4.5.2.13 & 4.6.2.5)	<input checked="" type="checkbox"/>	
m. Drainage and erosion control (4.5.2.14)	<input checked="" type="checkbox"/>	
n. Utilities, existing and proposed (4.5.2.15)	<input checked="" type="checkbox"/>	
o. Topography, 2 foot contours (4.5.2.16)	<input checked="" type="checkbox"/>	
p. Parcel boundaries and dimensions (4.5.2.17)	<input checked="" type="checkbox"/>	
q. Proposed Use of the property (4.5.2.18)	<input checked="" type="checkbox"/>	
r. Proposed public or common areas (4.5.2.19)	<input checked="" type="checkbox"/>	
s. Boundary Survey and associated information (4.5.2.20)	<input checked="" type="checkbox"/>	
t. Traffic controls, off-street parking and facilities (4.5.2.21)	<input checked="" type="checkbox"/>	
u. Proposed fire protection plans or needs (4.5.2.22)	<input checked="" type="checkbox"/>	
v. Landscaping and buffering (4.5.2.23)	<input checked="" type="checkbox"/>	
w. Outdoor lighting plan (4.5.2.24)	<input checked="" type="checkbox"/>	
x. Freshwater wetlands (4.4.1.14)	<input checked="" type="checkbox"/>	
y. River, stream or brook (4.4.1.15)	<input checked="" type="checkbox"/>	
Information Required in Written Project Narrative See Augusta Land Use Ordinance for greater detail	Included	Waiver Requested
a. Pollution – Undue water or air pollution (4.4.1.1)	<input checked="" type="checkbox"/>	
b. Water – Sufficient potable water (4.4.1.2)	<input checked="" type="checkbox"/>	
c. Municipal Water – is there adequate supply (4.4.1.3)	<input checked="" type="checkbox"/>	
d. Soil Erosion – unreasonable soil erosion (4.4.1.4)	<input checked="" type="checkbox"/>	
e. Road congestion and safety (4.4.1.5 & 4.5.2.21)	<input checked="" type="checkbox"/>	
f. Sewage waste disposal – adequate provisions (4.4.1.6)	<input checked="" type="checkbox"/>	
g. Solid waste – adequate provisions (4.4.1.7)	<input checked="" type="checkbox"/>	
h. Aesthetic, cultural, and natural values (4.4.1.8)	<input checked="" type="checkbox"/>	
i. Conformity with city ordinances and plans (4.4.1.9)	<input checked="" type="checkbox"/>	
j. Financial and technical ability (4.4.1.10)	<input checked="" type="checkbox"/>	
k. Surface water, shoreland, outstanding rivers (4.4.1.11)	<input checked="" type="checkbox"/>	
l. Ground water – negative impact (4.4.1.12)	<input checked="" type="checkbox"/>	
m. Flood areas (4.4.1.13)	<input checked="" type="checkbox"/>	
n. Freshwater wetlands – description of impact (4.4.1.14)	<input checked="" type="checkbox"/>	
o. Stormwater – management plans (4.4.1.16)		<input checked="" type="checkbox"/>
p. Access to direct sunlight (4.4.1.17)	<input checked="" type="checkbox"/>	
q. State Permits – description of requirements (4.4.1.18)	<input checked="" type="checkbox"/>	
r. Outdoor lighting – description of lighting plans (4.4.1.20)	<input checked="" type="checkbox"/>	

Additional Information Required in Written Narrative See Augusta Land Use Ordinance for greater detail		
Where the items below duplicate the items above, identical responses are permitted and encouraged.	Included	Waiver Requested
s. Neighborhood Compatibility – description per ordinance (6.3.4.1)	<input checked="" type="checkbox"/>	
t. Compliance with Plans and Policies (6.3.4.2)	<input checked="" type="checkbox"/>	
u. Traffic Pattern, Flow, and Volume analysis (6.3.4.3)	<input checked="" type="checkbox"/>	
v. Public facilities – Utilities including stormwater (6.3.4.4)	<input checked="" type="checkbox"/>	
w. Resource protection and the environment (6.3.4.5)	<input checked="" type="checkbox"/>	
x. Performance Standards (6.3.4.6)	<input checked="" type="checkbox"/>	
y. Financial and Technical Ability (6.3.4.7)	<input checked="" type="checkbox"/>	

Application Materials

The application materials that are required for a complete application are listed below:

Paper Copies	Included	Waiver Requested
10 copies of the application form and narrative	<input checked="" type="checkbox"/>	
10 copies of the deed, Purchase & Sale agreement, or other document to show standing	<input checked="" type="checkbox"/>	
3 copies of any stormwater report	<input checked="" type="checkbox"/>	
2 copies of any traffic report	<input checked="" type="checkbox"/>	
6 reduced-sized copies of the complete plan set on 11" x 17" size paper	<input checked="" type="checkbox"/>	
4 full-sized copies of the complete plan set on ANSI D or E size paper	<input checked="" type="checkbox"/>	
10 copies of a letter authorizing the agent to represent the applicant	<input checked="" type="checkbox"/>	
Payment in full of application fee (Note: an abutter notification fee will be assessed after the application is determined to be complete. The fee is \$0.15 plus the cost of first class postage for each abutter that will be notified as required by the ordinance.)	<input checked="" type="checkbox"/>	
Electronic Copy		
1 CD that includes each of the application documents in Adobe PDF format	<input checked="" type="checkbox"/>	

For Official Use:		
<input type="checkbox"/> \$ _____ Application Fee Paid.	Received By (Initials): _____	Date: _____
<input type="checkbox"/> \$ _____ Abutter Notification Fee Paid.	Received By (Initials): _____	Date: _____

432 Cony Road
P.O. Box 4687
Augusta, ME 04330



(207) 623-9475
Fax (207) 623-0016
1-800-244-9475

August 07, 2015

City of Augusta
Matt Nazar (Planner)
One City Center
Augusta, Maine 04330

Subject: Pizza Degree
265 Western Avenue
Augusta, Maine

Dear Matt:

North Country Investments, LLC., herein called the applicant, has a purchase/sale agreement for a parcel of land identified as Lot 75 on Tax Map 19 in the City of Augusta tax maps. The 1.01 acre parcel is located at 265 Western Avenue and is in the Regional Business (CC) District. The applicant is proposing to open a restaurant called Pizza Degree in the former Big Apple convenience store with drive-thru lane and associated parking. The following information is required per the Development Review Application:

- A. The proposed development will not result in undue water or air pollution. In making this determination, the following shall needs to be considered:
1. The elevation of the land above sea level and its relation to the floodplain,
The project is not within the 100-year flood elevation and this section is not applicable.
 2. The nature of the soils and subsoils and their ability to adequately support waste disposal,
The project currently connects to the public sewer system along Western Avenue and this section is not applicable.
 3. The slope of the land and its effect upon effluents,
The project currently connects to the public sewer system along Western Avenue and this section is not applicable.
 4. The availability of streams for disposal of effluents;
The project currently connects to the public sewer system along Western Avenue and this section is not applicable.
 5. The applicable state and local health and water resources rules and regulations.
The project has existing connections to both public water and sewer along Western Avenue and this section is not applicable.

- B. The proposed development has sufficient water available for the reasonable needs of the development.

The proposed restaurant has an existing connection into the existing water main along Western Avenue and a letter has been sent to the Greater Augusta Utility District (GAUD) asking if there is sufficient water available for the project.

- C. The proposed development will not cause an unreasonable burden on an existing water supply.

A letter has been sent to the Greater Augusta Utility District (GAUD) asking if the existing water main can handle the increase in flow that the project will produce.

- D. The proposed development will not cause unreasonable soil erosion, unmitigated stormwater runoff, or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results.

Almost the entire site is considered impervious in the form of buildings and pavement. The proposed site will incorporate landscaped areas with plantings and the amount of impervious area will be reduced. A stormwater report is included verifying that post-development flows are less than or equal to pre-development flows.

- E. The proposed development will not cause unreasonable highway or public road congestion or unsafe intersections or other conditions with respect to the use of the highways or public roads existing or proposed.

A Traffic Report is included with the submission.

- F. The proposed development will provide for adequate sewage waste disposal and will not cause an unreasonable burden on municipal services if they are used.

The project currently connects to the sewer system along Western Avenue and a letter has been sent to the GAUD asking if the project will cause any issues with the sewer system.

- G. The proposed development will not cause an unreasonable burden on the town's ability to dispose of solid waste, if Town services are used.

A letter has been sent to Leslie Jones asking if the proposed project will create a burden at the Hatch Hill Land Fill.

- H. The proposed development will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, archeological sites, significant wildlife habitat as identified by the Department of Inland Fisheries and Wildlife or the Town, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.

A letter has been sent to the Maine Historical Preservation Committee asking if there are historical or archeological sites located within the area of the site. A letter has been sent to the Maine Department of Inland Fisheries and Wildlife asking if there will be an undue adverse effect to significant wildlife habitat. A letter has been sent to the Department of Conservation asking if there are rare botanical features within the project area.

- I. The proposed development conforms to all applicable standards and requirements of this Ordinance, the comprehensive plan, and other local ordinances. In making this determination, the Planning Board may interpret these ordinances and plans.
The Regional Business (CC) District considers restaurants as a permitted use and the proposed development will conform to the comprehensive plan and land-use ordinance.
- J. The developer has adequate financial and technical capacity to meet all the Review Criteria and the standards and requirements contained in this Ordinance.
The applicant will provide a letter indicating that they have adequate financing to complete the project.
- K. Whenever situated entirely or partially within the watershed of any pond or lake or within 250 feet of any wetland, great pond or river as defined in Title 38, Chapter 3, Subchapter 1, Article 2-B, the proposed development will not adversely affect the quality of that body of water or unreasonably affect the shoreline of that body of water.
There are not any wetlands on site. In addition there are not any ponds, lakes or streams near the project and this section is not applicable.
- L. The proposed development will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of ground water.
The project currently connects to the public water system and will not affect the quantity or quality of groundwater.
- M. Based on Federal Emergency Management Agency's Flood Boundary and floodway Maps and Flood Insurance Rate Maps, and information presented by the applicant whether the development is in a flood-prone area. If the development, or any part of it, is in such an area, the developer shall determine the 100-year flood elevation and flood hazard boundary within the development. The proposed plan must include a condition of plan approval requiring that principal structures in the subdivision will be constructed with the lowest floor, including the basement, at least one foot above the 100-year flood elevation.
The proposed project is not within the 100-year flood elevation and therefore this section is not applicable.
- N. All fresh water wetlands within the proposed development have been identified and delineated on any maps submitted as part of the application, regardless of the size of these wetlands. All wetlands shall be preserved to the greatest extent practicable.
No wetlands will be impacted as a result of the project.
- O. The proposed development will provide for adequate storm water management.
A waiver in regard to stormwater is being asked for as there will not be any new impervious areas created with this project.

- P. Access to direct sunlight: The Planning Board may, to protect and ensure access to direct sunlight for solar energy systems, prohibit, restrict or control development.
The proposed restaurant will utilize the old Big Apple convenience store structure and will not impair access to direct sunlight.
- Q. Title 38 M.R.S.A. as amended, Section 484, Standards for Development; Chapter 371, Definition of Terms used in the Site Location of Development Law and Regulations.
This section is not applicable.
- R. All outdoor lighting shall be of a design and construction that prevents light trespass beyond the boundaries of the property on which it is located.
The proposed wall packs will be full cutoff and a photometric plan will be submitted indicating that light spillage will not be an issue.

The proposed development complies with the City of Augusta's review criteria and should you have any questions or concerns please do not hesitate to contact me at 623-9475.

Respectfully submitted,



James E. Coffin, PE

432 Cony Road
P.O. Box 4687
Augusta, ME 04330



(207) 623-9475
Fax (207) 623-0016
1-800-244-9475

August 07, 2015

City of Augusta
Attn: Matt Nazar
City Planner
One City Center
Augusta, Maine 04330

Subject: Pizza Degree
265 Western Avenue
Augusta, Maine

Dear Matt:

I have researched the proposed development located at 265 Western Avenue **North Country Investments, LLC.**, herein called the applicant in regard to neighborhood compatibility per the City of Augusta Land Use Ordinance section 6.3.4 (SITE PLAN REVIEW CRITERIA APPLICABLE TO MAJOR DEVELOPMENTS). [We understand that the intent of the section is to encourage the applicant to design the proposal in consideration of the physical impact it will have on the immediate neighborhood within 500 feet.] Each item is addressed below:

S) NEIGHBORHOOD COMPATIBILITY:

a) Is the proposal compatible with and sensitive to the character of the site and neighborhood relative to:

i) Land uses:

The project is within the Regional Business (CC) District and restaurants are a permitted use within the district. There are only a handful of residents located on Meadow Road, Pine Brook Drive and Western Avenue within 500' of the project. Western Avenue is a highly commercialized area and the previous owner utilized the site for a convenience store (Big Apple).

ii) Architectural design:

The building is brick faced with two store front doors facing Western Avenue.

iii) Scale, bulk and building height:

The 31' by 49' long single story building has an eave height of 10'. The roof appears to have a 5/12 pitch with a cupola on the top of the ridge.

iv) Identity and historical character:

A letter has been sent to the Maine Historical Society asking if there are any historical sites within the development.

v) Disposition and orientation of buildings on the lot:

The existing building faces to the south with Prompto to the northeast and the old Unicef building to the west. All three properties have access easements across each other along with some utility easements.

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vi) Visual integrity:

The existing building is one story in height with a cupola on top of the 5/12 pitched roof. The building is 24' from Prompto and 37' from the old Unicel building.

- b) Are the elements of the site plan designed and arranged to maximize the opportunity for privacy by the residents of the immediate area?

As mentioned there are some residents within 500', but none are within 440' of the restaurant and none are abutters. The proposed parking lot along Western Avenue will be landscaped utilizing bufferyard "A" as described in the Land Use Ordinance (LUO). The parking lot in the rear of the parcel has a large amount of vegetation adjacent currently in place that is more than the amount needed in bufferyard "A".

- c) Will the proposal maintain safe and healthful conditions within the neighborhood?

This parcel has been vacant for a few years and having a restaurant in the area should not create unhealthy conditions within the neighborhood, which is 440' or more away. The proposed site will incorporate more green areas with adequate landscaping.

- d) Will the proposal have a significant detrimental effect on the value of adjacent properties?

Western Avenue is an arterial within the City that has almost all commercial uses associated with it. The site has been vacant for a few years and this project should only enhance property values in the immediate area.

T) PLANS AND POLICIES:

- a) Is the proposal in accordance with the adopted elements of the 1988 Growth Management Plan?

The project complies with the 1988 Growth Management Plan.

U) TRAFFIC PATTERN, FLOW AND VOLUME:

- a) Is the proposal designed so that the additional traffic generated does not have a significant negative impact on surrounding neighborhood?

A Traffic Report has been included with this submission indicating that there will be an increase of 34.6 peak hour trips for the restaurant when compared with the Big Apple convenience store.

- b) Will safe access be assured by providing proper sight distance and minimum width curb cuts for safe entering and exiting? See City of Augusta Technical Standards Handbook.

There are two existing curb cuts on Western Avenue for the existing site. These two access points will continue to be utilized for the restaurant as well as Prompto located behind the restaurant. There is adequate sight distance to the east direction along Western Avenue and the entrance and exit width conforms to the Technical Standards.

- c) Does the proposal provide access for emergency vehicles and for persons attempting to render emergency services?

The proposed site layout allows emergency vehicles to enter and exit along Western Avenue and maneuver throughout the site to be able to render emergency services as needed.

- (d) Does the entrance and parking system provide for the smooth and convenient movement of vehicles both on and off the site? Does the proposal satisfy the parking capacity requirements of the city and provide adequate space suited to the loading and unloading of persons, materials and goods?

The restaurant site layout provides smooth access throughout the site with adequate parking available. There is a drive-up lane as well which directs traffic around the rear of the restaurant. A stop sign will be installed next to the order board on the east side of the building to instruct customers to look right and make sure vehicles are not exiting Promto.

V) PUBLIC FACILITIES:

- a) Water Supply:

A letter has been sent to the Greater Augusta Utility District (GAUD) asking if there is sufficient water available for the project.

- b) Sanitary Sewer:

A letter has been sent to the Greater Augusta Utility District (GAUD) asking if there is sufficient sewage capacity available for the project.

- c) Electricity/Telephone:

Electricity and telecom lines are being stubbed in from an existing utility pole along Western Avenue.

- d) Storm Drainage:

The majority of the existing site is impervious and the proposed site will incorporate a large amount of landscaped areas. A waiver in regard to stormwater is being asked for as there will be a reduction in impervious area.

W) RESOURCE PROTECTION AND ENVIRONMENT:

- a) If the proposal contains known sensitive areas such as erodible or shallow soils, wetlands, aquifers, aquifer recharge areas, floodplain or steep slopes (over fifteen (15) percent, what special engineering precautions will be taken to overcome these limitations?

No wetlands will be impacted as a result of the project and no excavation will take place on site with the exception of adding the bufferyard and removal of the concrete sidewalks around the building.

- b) Does the proposal conform to applicable local, State DEP and Federal EPA air quality standards including but not limited to odor, dust, fumes or gases which are noxious, toxic or corrosive, suspended solid or liquid particles, or any air contaminant which may obscure an observer's vision?

No State DEP or Federal EPA permits are needed in regard to air quality standards as a result of the project.

- c) Does the proposal conform to applicable local, State DEP and Federal EPA water quality standards, including but not limited to erosion and sedimentation, runoff control, and solid wastes and hazardous substances?

A DEP stormwater permit is not needed as there is less than one acre of new impervious surfaces associated with the project. The project will not create additional stormwater as no new impervious surfaces are being added.

- d) Will all sewage and industrial wastes be treated and disposed of in such a manner as to comply with applicable federal, state and local standards?

The project will utilize the public sewer system along Western Avenue and a letter has been sent to the GAUD asking if the project will cause any issues with the sewer system.

- e) Shoreland and Wetland Districts:

As previously mentioned there will not be any wetland impacts associated with the project.

X) PERFORMANCE STANDARDS:

- a) Does the proposal comply with all applicable performance and dimensional standards as outlined in this ordinance?

The proposed development conforms to the Land Use Ordinance in regard to performance and dimensional standards.

- b) Can the proposed land use be conducted so that noise generated shall not exceed the performance levels specified in the performance standards section of this ordinance? Detailed plans for the elimination of objectionable noises may be required before the issuance of a building permit.

There will be a drive-up window with speaker that must conform to the City's noise ordinance. There is significant noise along Western Avenue due to traffic.

- c) If the proposal involves intense glare or heat, whether direct or reflected, is the operation conducted within an enclosed building or with other effective screening in such a manner as to make such glare or heat completely imperceptible from any point along the property line? Detailed plans for the elimination of intense glare or heat may be required before issuance of a building permit. Temporary construction is excluded from this criterion.

The project incorporates bufferyard "A" along all proposed parking areas. The project will not result in intense glare or heat when completed.

- d) Is the exterior lighting, except for overhead street lighting and emergency warning or traffic signals, installed in such a manner that the light source will be sufficiently obscured to prevent excessive glare on public streets and walkways or into any residential area?

The proposed full cutoff wall packs will provide adequate light for the facility and a photometric plan will be provided indicating light spillage for the project.

- e) Does the landscaping screen the parking areas, loading areas, trash containers, outside storage areas, blank walls or fences and other areas of low visual interest from roadways, residences, public open space (parks) and public view?

The project incorporates bufferyard "A" along Western Avenue and there is more than enough vegetation in the rear of the site to meet bufferyard "A" requirements.

- f) Are all the signs in the proposal in compliance with provisions of this ordinance?

All proposed signs will comply with the LUO.

Y) FINANCIAL AND TECHNICAL ABILITY:

a) E.S. Coffin Engineering & Surveying has the technical ability to meet the terms of the Ordinance.

b) The applicant will provide a letter stating that the he has adequate financing to complete the project.

The proposed project meets the requirements of land use ordinance and if you should have any questions or concerns, please do not hesitate to contact me at 623-9475.

Sincerely,



James E. Coffin, P.E.



July 28, 2015

Mr. James Coffin, P.E.
E.S. Coffin Engineering & Surveying, LLC.
432 Cony Road
P.O. Box 4687
Augusta, Maine 04330

Subject: Agent Authorization
Planning Board Submission

Dear Mr. Coffin

The intent of this letter is to authorize E.S. Coffin Engineering & Surveying, Inc. to act as our agent in submitting documentation and answering questions regarding the City of Augusta Planning Board application as needed. The application is for North Country Investments, LLC. to open a fast food restaurant called Pizza Degree located at 265 Western Avenue in Augusta, Maine. This site was formerly used as a convenience store by Big Apple.

Sincerely,

Spenser Ouellette,
President, North Country Investments, LLC.

FINANCE AUTHORITY OF MAINE
ECONOMIC RECOVERY LOAN PROGRAM
FINANCING COMMITMENT

North Country Investments, LLC

The Finance Authority of Maine, a body corporate and politic and a public instrumentality of the State of Maine, with its office at 5 Community Drive, P.O. Box 949, Augusta, Maine 04332-0949 (the "Authority"), hereby commits to provide financing for a loan for a Project hereinafter described and subject to the terms and conditions set forth in this Commitment.

1. **Borrower.** The Borrower is North Country Investments, LLC, a limited liability company, with a current mailing address of PO Box 296, Caribou, Maine 04736.
2. **Project.** This Commitment pertains to start up financing for a pizza restaurant to be located at 265 Western Avenue, Augusta, Maine for the purchase of real estate, equipment, and property improvements (the "Project").
3. **Loan.** The Borrower agrees to borrow \$40,000 (the "Loan") from the Authority on the following terms:

Loan Term: The Loan shall be for a term of five (5) years.

Interest Rate: *The Wall Street Journal Prime Rate (as of July 21, 2015) plus 2% (5.25%).* The interest rate will be fixed for a period of five (5) years. The Authority reserves the right to reset the rate if the loan remains outstanding at the end of this period. Interest will be computed on the basis of a 365 day year.

Payment Requirements: Monthly payments of principal and interest based on a fifteen (15) year amortization. Payment is due commencing one month from the date of Loan Closing and continuing on the same day of each month thereafter until maturity.

Late Fee: The Authority may charge a late fee of 5% of the payment due for any loan payment which is 10 days or more past due.

The payment terms on the Note have been determined by the Authority based on the Law and the Rule (as herein after defined) and the information provided by the Borrower in the application submitted by the Borrower. The proceeds of the Loan will be used for such purposes as the Authority may approve.

4. **Security.** The Loan will be secured by the following:
 - (A) A first mortgage on land and buildings (rental property) located at 72 Main Street, Van Buren, Maine.
 - (B) A second mortgage on land and buildings (commercial property) located at 265 Western Avenue, Augusta, Maine, subject only to a first mortgage held

by KeyBank in the approximate unpaid principal amount of \$330,000.

- (C) Collateral Assignment of Lease between North Country Investments, LLC, and Pizza Degree, Inc.
- (D) **The unlimited personal guarantee of Spenser Ouellette and the corporate guarantee of Pizza Degree, Inc.** (each, "a Guarantor" or "the Guarantor", and in combination, "the Guarantors", and as such, jointly and severally).

All equipment pledged as collateral security shall remain in the State of Maine at all times. The Loan will be secured by such other collateral or security as the Authority may require. As of the Loan Closing Date, hereinafter defined, the Borrower and Authority shall execute (as shall the **Guarantors**, to the extent applicable), where indicated, permanent Financing Documents as listed on Exhibit A, attached hereto. The final form of such Financing Documents is subject to approval of the Authority.

- 5. Source of Loan Funds. Loan funds are derived from the Authority's Economic Recovery Program Fund. The Loan is to be made pursuant to and subject to the Authority's Economic Recovery Loan Program, 10 MRSA §1026-J (the "Law") and Chapter 311 of the Rules of the Finance Authority of Maine governing the Economic Recovery Loan Program (the "Rule"). Funding of the Loan is subject to the availability of funds in the Economic Recovery Loan Fund, as created by 10 MRSA §1023-I (the "Fund"). The Fund is capitalized by the sale of State of Maine General Obligation Bonds.
- 6. Conditions Precedent. The fulfillment by the Authority of its obligations hereunder is subject to compliance by the Borrower with the following conditions:
 - (A) **Title Searches.** The Borrower shall supply the Authority with complete, current UCC-11 search reports and real estate title reports or the equivalent showing no liens or security interests in property securing the Loan other than those granted in connection with the Loan, except as may be specifically approved in writing in advance by the Authority and upon request of the Authority, a policy of title insurance with survey and mechanic's lien exceptions deleted.
 - (B) **Conformance, compliance, completion and absence of defaults.** The Borrower shall provide the Authority with such information and documentation as the Authority may require demonstrating the Project has been fully completed in accordance with the plans and specifications or that the Project is operating substantially as designed in its current condition, that the Project as operating or to be completed complies with all applicable federal, state and local laws and ordinances, that all contractors, subcontractors and suppliers have been paid in full and have executed final lien waivers, and that the Project has received all applicable and necessary governmental approvals, licenses and permits, and that the Borrower knows of no event of default by the Borrower or the Guarantors under any instrument, document or agreement executed in connection with any other loan or otherwise, or any event or condition which with the passage of time or

the giving of notice, or both, could constitute an event of default, or which would constitute an event of default under any of the Financing Documents.

- (C) **No adverse change.** The Borrower and the Guarantors shall provide the Authority with such evidence as the Authority may request demonstrating to the Authority's satisfaction that no material adverse change in the Borrower, the Guarantors, their respective financial status, the Project or the financing has occurred since the date of the Borrower's application to the Authority. An adverse change is any change which, in the opinion of the Authority, increases the credit risk of the Loan, reduces the value of the Project or the collateral for the Loan, reduces the productivity of the Project, or otherwise negatively impacts the viability of the Project, the Borrower, or the Guarantors. Such information may include, at the option of the Authority, without limitation, financial information, a litigation report and analysis, independent appraisals, or updates on any information provided to the Authority in connection with the application for financing from the Fund.
 - (D) **Opinions of Counsel.** The Borrower and the Guarantors shall provide the Authority with an acceptable opinion of counsel opining that each of the Borrower and the Guarantors is not in default of any obligation of law or contract, that the Financing Documents are legal, valid and binding obligations of the Borrower and the Guarantors as applicable, enforceable in accordance with their terms, and disclosing and analyzing all pending or threatened litigation, claims, proceedings or assessments with respect to the Borrower and the Guarantors. An opinion that the Borrower's use of land and operation of its business comply with all federal, state and local land use laws, regulations, ordinances and orders may also be requested by the Authority. **The Borrower shall also provide the Authority with an acceptable opinion of counsel regarding the Borrower's legal existence, the existence and validity of the Borrower's organizational documents and resolutions or shareholder votes authorizing execution of all Financing Documents.**
 - (E) **Special Conditions.** The Borrower and the Guarantors shall comply with all Special Conditions set forth on Exhibit B, attached hereto, to the satisfaction of the Authority.
7. Loan Closing Date. This Commitment shall expire, and the Authority shall have no further obligation hereunder, at 5:00 p.m. on September 30, 2015 (such date, or such earlier date on which all of the Financing Documents have been executed, being referred to as the "Loan Closing Date"), unless the Loan Closing Date has been extended by written agreement of all the parties to this Commitment upon such terms and conditions as they may agree. The Authority shall be under no obligation to agree to any extension of the Loan Closing Date, and may condition such agreement as it may deem desirable.
8. Termination. This Commitment may be terminated, at the Authority's discretion, under any of the following circumstances:
- (A) Any of the Conditions Precedent set forth in paragraph 6 of this Commitment

shall not have been satisfied and complied with as of the Loan Closing Date set forth in paragraph 7, or on such earlier date as the Authority may set if it determines in its sole discretion that the Conditions Precedent set forth in paragraph 6 cannot be or are unlikely to be, in the Authority's estimation, fully complied with and satisfied on or before the Loan Closing Date.

- (B) Any party to this Commitment other than the Authority breaches its obligations or agreements hereunder or notifies the Authority that it does not intend to proceed further with the implementation, operation or financing of the Project as contemplated by this Commitment.
- (C) An appeal is taken by any person or entity from any action or failure to act on the part of the Authority with respect to the Borrower, the Project, or any other legal action or proceeding is commenced challenging the issuance of the Bonds, or the matters contemplated by this Commitment, and such appeal, action or proceeding is not dismissed with prejudice or finally disposed of by a court of competent jurisdiction to the satisfaction of the Authority on or prior to the Loan Closing Date.

9. Fees and Charges. Prior to or contemporaneously with the closing of the Loan, the Borrower shall provide to the Authority:

- (A) A Loan Origination Fee equal to 1% of the loan amount;
- (B) All out of pocket costs and expenses of the Authority, including any costs incurred by the Authority for legal services performed by counsel, including but not limited to, the Authority's General Counsel or Deputy General Counsel, in closing the loan;

Loan proceeds, whether directly or indirectly, may be used to pay reasonable attorneys' fees of the Borrower's counsel, as determined by the Authority. In order for Loan funds to be used, directly or indirectly, to pay such attorneys' fees, there must be a written retainer or engagement letter acceptable to the Authority in form and substance and each invoice submitted for payment also must be acceptable to the Authority in form and substance. If Loan funds are not to be used, separate funds must be provided by the Borrower at closing to the Closing Attorney so that full payment can be made at closing.

10. Release and Indemnification. The Borrower and the Guarantors each acknowledge[s] that the Authority may fail or be unable to fund the Loan due to insufficient Bond proceeds or the insufficient capitalization of the Fund for any reason. The Borrower and the Guarantors each agree[s] that the Authority shall not be liable for any loss or damage to the Borrower or the Guarantors or any other party in the event that there are insufficient funds to make the Loan. The Borrower and the Guarantors each hereby expressly agree[s] to indemnify and hold the Authority harmless from and against any and all claims, suits, actions, proceedings, demands and liabilities of any nature arising out of or in connection with, directly or indirectly, the Project, its financing, the Loan, or the transactions contemplated by this Commitment, other than any such claims arising out of the Authority's gross negligence or willful misconduct.

11. Borrower's and Guarantors' Covenants. The Borrower and the Guarantors each agree[s] that between the date of this Commitment and the Loan Closing Date, they will:
- (A) Diligently pursue the Project to assure the quality and timeliness of the Project.
 - (B) Maintain, repair and (as appropriate) operate all property intended as collateral for the Loan.
 - (C) Maintain the controlling interests of the Borrower unchanged from that presented in the application to the Authority.
 - (D) Notify the Authority promptly upon acquiring knowledge of any event or condition which constitutes or may with the passage of time constitute a breach of this Commitment or any other instrument, document or agreement, or which would be a material adverse change in the Project or the financial condition of the Borrower or the Guarantors.
 - (E) Maintain in full force and effect policies of insurance adequate to protect against hazard losses, business interruption, liability claims and workers compensation claims, naming the Authority as loss payee on the hazard and business interruption policies and as coinsured on the liability policy, which policies shall in all respects be satisfactory to the Authority. The Borrower shall also obtain environmental insurance if available, upon request of the Authority.
 - (F) Refrain from selling or leasing all of or any interest in any property of the Borrower or any Guarantor or other party intended to secure the Loan without the Authority's prior written approval, provided that replacement of collateral in the ordinary course of business is permitted if such collateral is replaced by new collateral of equal or greater value and the Authority and the Lender will have a first priority security interest in such new collateral.
 - (G) Refrain from transferring any interest in or rights under this Commitment.
 - (H) Comply with all governmental laws, orders, ordinances and decrees with respect to the Project and business operations.
12. Authority's Findings. In accordance with 10 MRSA §1026-J, the Authority hereby determines, based on information provided to it by the Borrower: The Borrower is eligible and loan proceeds will be used for an eligible project; the Borrower is reasonably likely to repay the Loan; the Loan is necessary in order to realize the public benefits of the application; all other reasonably available sources of capital have been exhausted by the Borrower. This Commitment constitutes the record of the Authority's findings and conclusions pursuant to 1 MRSA §407.
13. Oral Statements Not Enforceable. Under Maine law, no promise, contract, or agreement to lend money, extend credit, forbear from collection of a debt, or make any other accommodation for the repayment of a debt for more than \$250,000 may

be enforced in court against the Authority unless the promise, contract or agreement is in writing and signed by the Authority. The parties hereby agree that no oral representations or agreements related to this loan exist, and that, regardless of the size of the loan, the Borrower cannot enforce any oral promise unless it is contained in a loan document signed by the Authority, nor can any change, forbearance, or other accommodation relating to the loan, this agreement or any other loan document be enforced, unless it is in writing signed by the Authority. Borrower also understands that all future promises, contracts, or agreements of the Authority relating to any other transaction between Borrower and the Authority cannot be enforced in court unless they are in writing signed by the Authority. Borrower further agrees that the requirement of a writing described in this paragraph shall apply to this commitment, the loans of credit described herein, any extension, modification, renewal, forbearance, or other accommodation relating to the transactions contemplated by this commitment, and to any other credit relationship between Borrower and the Authority, (whether existing now or created in the future) whether or not the amount involved exceeds \$250,000.

14. Miscellaneous. This Commitment shall be construed in accordance with Maine law, shall be effective when duly executed by the parties named below and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Commitment may not be modified except by written agreement executed by each of the parties hereto.

Dated as of the 31 day of July, 2015.

WITNESS:

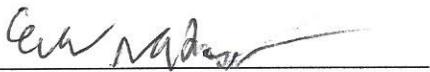
FINANCE AUTHORITY OF MAINE

By: Roxanne Broughton
Its: Commercial Loan Officer



North Country Investments, LLC


By: Spenser Ouellette
Its: President




Spenser Ouellette, Guarantor

Pizza Degree, Inc., Corporate Guarantor




By: Spenser Ouellette
Its: President

**EXHIBIT A
FINANCING DOCUMENTS**

As of the date of this Loan Commitment, the Financing Documents shall include:

Loan Agreement

Subordination/Standby Agreement(s), of Shareholders

Security Agreement(s)

UCC-1

UCC-3

Collateral Assignment of Lease

Note

Mortgages

Personal Guaranty, Spenser Ouellette

Corporate Guaranty, Pizza Degree, Inc.

This list is subject to amendment as approved or required by the Authority.

**EXHIBIT B
SPECIAL CONDITIONS**

North Country Investments, LLC

1. The fulfillment by the Authority of its obligations hereunder is subject to its satisfaction (i) that all real estate securing the loan ("Project Real Estate") is not contaminated by or otherwise the source of contamination involving hazardous wastes or other hazardous substances or asbestos, (ii) that there are no underground storage tanks or other potential sources of leaking petroleum products on the Project Real Estate, and (iii) that the Borrower's operations at each of its locations do not involve the unlawful use, disposal or storage of hazardous wastes or hazardous substances or petroleum products. At a minimum, the Borrower must furnish the Authority with a signed and completed Environmental Questionnaire on its form within ten (10) days of acceptance of the Commitment. Depending upon the results of the Authority's review of the Questionnaire and any further information that the Authority may obtain, the Authority may require, as a condition of any Commitment that the Borrower submit further materials or professional inspection reports concerning the Project Real Estate or the Borrower's other business locations. This would include the requirement that an environmental site assessment, Level I, of the Project Real Estate must be prepared by an independent professional engineer acceptable to the Authority, which site assessment must in all respects be satisfactory to the Authority. In addition, the Authority may, at the Borrower's expense, conduct, or contract for, inspections or investigations. ALL OBLIGATIONS OF THE AUTHORITY IN ANY COMMITMENT MAY BE TERMINATED IMMEDIATELY UPON WRITTEN NOTICE TO THE BORROWER IN THE EVENT THAT THE INFORMATION RECEIVED IS NOT SATISFACTORY TO THE AUTHORITY IN ANY RESPECT.
2. The Borrower may not issue ownership interests, change its structure or ownership in any manner, dispose of all or substantially all of its assets, consolidate with or merge into another entity or enter into a domestication, a nonprofit conversion, an entity conversion or a share exchange without the prior written consent of the Authority. The Borrower shall not declare or pay any dividends or make any other distributions on its ownership without the written approval of the Chief Executive Officer, provided that as long as Borrower is an "LLC" or "S corporation" Borrower may make annual distributions to owners not to exceed that portion of its current annual earnings corresponding to the amount of income tax assessed against owners.
3. The Borrower shall not make any direct or indirect loans, advances or other payments to or for the benefit of any officers, directors, stockholders or affiliates other than customary and usual salaries at levels to be approved by the Chief Executive Officer of the Authority.
4. The Borrower and any Guarantor shall not mortgage, sell, pledge, assign or

do any other act which would result in a lien or encumbrance or transfer of any assets, whether real or personal property, serving as collateral to the loan without the prior written consent of the Chief Executive Officer of the Authority, other than future purchase money security interests which do not involve replacements or substitutions for personal property securing the loan.

5. Title insurance in the amount of \$40,000 on the property located at 72 Main Street, Van Buren, Maine and 265 Western Avenue, Augusta, Maine.
6. If the prior mortgage on real estate collateral taken to secure loan is opened, it shall be closed in accordance with applicable law and the consent of the prior mortgagee(s) to subsequent mortgage obtained, if applicable.
7. The Borrower shall pay for all cost overruns. The Borrower must agree not to incur additional debt to pay for any such cost overruns without the prior written consent of the Authority.
8. The Borrower and each Guarantor shall provide annual signed federal income tax returns and updated signed personal financial statements within 120 days of the end of its fiscal year end.
9. The Borrower and each Guarantor must notify the Authority of any claim, proceedings or litigation pending or threatened against Borrower or any Guarantors throughout the term of the Loan and must certify prior to loan closing the nature, status, and existence of any actions, suits, proceedings or investigations pending or, to the knowledge of the Borrower or any Guarantor, threatened against or affecting Borrower or any Guarantor or any properties or rights of any Borrower or any Guarantor and must resolve the same to the satisfaction of the Chief Executive Officer prior to the closing, unless the Chief Executive Officer approves some other satisfactory disposition.
10. The Borrower shall obtain and maintain in full force and effect policies of insurance adequate to protect against hazard losses, business interruption, liability claims and workers' compensation claims, naming the Authority as loss payee on the hazard and business interruption policies and coinsureds on the liability policy, which policies shall in all respects be satisfactory to the Authority. Borrower shall also obtain environmental insurance if available, upon request of the Authority.
11. All machinery and equipment pledged as collateral security shall remain in the State of Maine at all times.
12. All shareholder loans shall be subordinated to the Authority Loan.
13. The Borrower shall pay all costs and expenses of administration, enforcement and collection of the insured loan upon default, including reasonable attorneys' fees, shall operate and maintain collateral at its own expense and pay all costs of filing and recording and perfecting security interests.

14. Borrower and any Guarantors may be required to provide a copy of a valid driver's license or other acceptable form of identification.
15. Prior to Loan closing, Borrower must provide the Authority with a completed, signed employment plan, which must be found acceptable by the Authority in its discretion.
16. Prior to Loan closing, Borrower must provide the Authority with a copy of the Lease, which must be found acceptable to the Authority in its discretion.
17. Prior to Loan closing, Borrower must provide the Authority with evidence of property insurance on the properties located at 72 Main Street, Van Buren, Maine and 265 Western Avenue, Augusta, Maine listing the Authority as mortgagee/loss payee.
18. Prior to Loan closing, Borrower must provide copies of Articles, By-Laws, and Operating Agreement for North Country Investments, LLC and Pizza Degree, Inc.
19. Prior to Loan closing, Borrower must provide the Authority with the tax identification number and address for Pizza Degree, Inc.
20. Prior to loan closing, or contemporaneous therewith, Borrower to provide proof of closing on KeyBank \$330,000 loan and equity investment by owners of \$40,000
21. The Chief Executive Officer may include such additional terms and conditions in the Financing Documents as he deems necessary or desirable in order to protect the Authority's position.

North Country Investments, LLC & Pizza Degree, Inc.
72 Main Street, Van Buren, ME 04785
265 Western Ave., Augusta, ME 04330

July 21, 2015

RE: Commercial Real Estate Loan

Dear Mr. Ouellette:

We are pleased to inform you that KeyBank National Association ("Bank") has approved your request for financing as set forth in this commitment letter ("Commitment") subject to receiving a 75% guaranty of the U. S. Small Business Administration's 7(a) Guarantee Program, Express Guarantee Program, Patriot Express Initiative. Based on representations made by you in your proposal and the information and assumptions for income and expenses provided, the basic terms of the proposed financing are set forth as follows:

1. **BORROWER:**

North Country Investments, LLC, Pizza Degree, Inc., a Limited Liability Corporation & Sole Proprietorship, whose address is 72 Main Street, Van Buren, ME 04785 and 265 Western Ave., Augusta, ME 04330

2. **TERMS:**

A Commercial Real Estate Mortgage Loan in the maximum principal amount of \$333,500.00 ("Loan").

Interest Rate:

Variable Interest Rate; Wall Street Journal Prime Rate:

The Wall Street Journal Prime Rate ("Index") plus **2.25%**. The Wall Street Journal Prime Rate is the "prime rate" as published each business day in the "Money Rates" column of the Wall Street Journal. The interest rate will change immediately and correspondingly on the date of each published change in the Index. The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute Index after notice to Borrower.

Term:

The term will be 15 years (180 months).

Repayment:

There will be 180 monthly payments of principal and interest based on a 180 month amortization with the balance, if any, due at maturity. Lender will adjust payments at least annually as needed to amortize the principal over the remaining term.

Loan Fee:

a. **Loan Packaging Fee:**

The borrower will pay a non-refundable loan packaging fee of \$1,000.00 upon acceptance of this Commitment.

b. **Other SBA Fees:**

The borrower will pay any other fees required by the SBA. The SBA Guaranty fee is estimated at 7,503.75

3. LATE CHARGE:

Prior to maturity, if a payment is more than ten (10) days late, Borrower will pay a fee equal to 5% of the unpaid portion of the regularly scheduled payment.

4. USE OF PROCEEDS:

Loan proceeds are to be used solely for the SBA 7a Term Loan of Commercial and other improvements ("Improvements") on certain land located at 265 Western Ave., Augusta, ME 04330 ("Land"), (the Land, Improvements and all related fixtures and personal property are referred to as "Property") and to pay the other costs and expenses associated with the Loan.

5. PREPAYMENT PENALTY:

Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice;
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

Additional payment charges apply. When in any one of the first three years from the date of initial disbursement Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan, Borrower must pay to Lender on behalf of SBA a prepayment fee for that year as follows:

- a. During the first year after the date of initial disbursement, 5% of the total prepayment amount;
- b. During the second year after the date of initial disbursement, 3% of the total prepayment amount; and
- c. During the third year after the date of initial disbursement, 1% of the total prepayment amount.

6. GUARANTOR:

Guaranty of Spenser R. Ouellette ("Guaranty").

7. COLLATERAL:

The Loans shall be evidenced by a promissory note ("Note"), a loan agreement ("Loan Agreement"), and the Guaranty, and shall be secured by:

- a. A First lien on the fee simple interest in the Land and Improvements known as 265 Western Ave., Augusta, ME 04330 and all existing or subsequently erected buildings, improvements and fixtures therein, which interest shall be good, marketable, and free and clear of all defects, liens, encumbrances, restrictions, and easements which are not acceptable to the Bank. Any such interests of the Borrower shall not be subject to any transaction or condition whereby ownership would be adversely affected;
- b. Assignment of Leases and Rents;
- c. A lien on equipment or vehicle described as follows:
 - UCC – Equipment/Machinery
- d. Such other documents as may be requested by Bank at or prior to closing;
- e. A 75% guaranty of the U. S. Small Business Administration's 7(a) Guarantee Program, Express Guarantee Program, Patriot Express Initiative.

8. COVENANTS: Borrower shall comply with the following covenants:

- a. None.

9. VALUATION:

The valuation may be an appraisal or such other form of value acceptable to the Bank. If an appraisal is required, the appraiser will be selected and directly engaged by the Bank. The Borrower will pay the cost of the appraisal at the time it is ordered.

- A required market value of \$250,000.00 or greater must be received by Bank.

10. INSURANCE REQUIREMENTS:

- b) **HAZARD INSURANCE:** Evidence of All-Risk-Hazard Insurance covering the improvements must be in an amount sufficient to cover collateral value (net of land value) or loan amount, whichever is less, will be required. The insurance company must be acceptable to the Bank and "KeyBank National Association, its successors and/or assigns" shall be named in the mortgagee loss payable clause. Each policy shall provide that it cannot be canceled, reduced or terminated without thirty (30) day prior written notice to Bank.

- **HAZARD INSURANCE MAILING ADDRESS:**

All hazard insurance policies and/or notices shall be mailed to:

KeyBank National Association, its successors and/or assigns

Collateral Processing

OH-01-51-0527

4910 Tiedeman

Brooklyn, Ohio 44144

- c) **FLOOD INSURANCE:** If the Building is located in a FEMA Special Flood Hazard Zone, the Borrower shall be required to provide and maintain flood insurance in the maximum amount available but not in excess of the Loan amount. Additionally, Flood Insurance on Contents may also be required. "KeyBank National Association, its successors and/or assigns" shall be named in the mortgagee loss payable clause. Each policy shall provide that it cannot be canceled, reduced or terminated without thirty (30) day prior written notice to Bank.

➤ **FLOOD INSURANCE MAILING ADDRESS:**

All flood insurance policies and/or notices shall be mailed to:
KeyBank National Association, its successors and/or assigns
Insurance Administrator
PO box 790902
San Antonio, TX 78279-0902
Fax (866) 465-8061

11. ENVIRONMENTAL REQUIREMENTS:

Any Land to be used as loan collateral must be free from risk, in Bank's sole judgment, from all hazardous substances, toxic substances or hazardous waste, as defined by any federal, state or local law or regulation, and must be free from all other contamination, which even if not so regulated, is known to pose a health hazard to any person. Also, the Land must not be "Wetlands" nor contain underground storage tanks or oil or gas wells.

The Borrower must answer questions on the Bank's Environmental Issues Checklist. In addition, the following third party environmental reports are required: 1) An ESA Phase I for all loans \$2,000,000 and greater, or 2) An EDR environmental loan check database search for all loans \$1,000,000 to \$2,000,000, or; 3) An EDR environmental loan check database search for all loans \$500,000 to \$1,000,000 in sensitive industries. Further investigation may be required based on the results of these initial reports. For all other loans, the Bank may determine, in its sole judgment, that a Phase I Environmental Site Assessment is required.

12. TITLE INSURANCE AND SURVEY:

An acceptable ALTA mortgagee's policy of title insurance showing the Bank's interest as a First lien upon the Project may be required. If required it must be from a title insurance company acceptable to Bank. All real estate taxes and other municipal charges, which are due, shall be paid current. Title insurance (when required) will be required to insure the Bank as to all standard exceptions including but not limited to mechanics liens, survey and include such endorsements as may be required by the Bank. Cost of any title insurance will be charged to the Borrower at settlement. The closing agent for the Loan shall be determined by the Bank. Surveys will be required as necessary to fulfill the title insurance company's requirements.

13. REAL ESTATE TAX AND INSURANCE DEPOSITS:

The mortgage/deed of trust will contain a provision requiring the Borrower to deposit 1/12th of the estimated annual real estate tax and hazard insurance premium with the Bank on each monthly installment date **if and when** such deposits are required by the Bank. Initially, and until further notice, no such deposits will be required.

14. PRE-CLOSING REQUIREMENTS:

Upon acceptance of this Commitment, Borrower shall provide, no later than thirty (30) days after acceptance, the following in form acceptable to the Bank:

- a. Copy of current deed or executed purchase contract as applicable to the Property;
- b. Federal Tax I. D. number of Borrower(s) and Guarantor(s);
- c. A preliminary title commitment acceptable to the Bank;
- d. Certified copies of all leases covering the Property;
- e. A borrowing resolution (as necessary) which identifies those individuals by name and title who have the proper legal capacity and authority to enter into the Loan transaction and execute the Loan Documents;
- f. Approval is subject to verification of the borrower and all guarantors as required by the USA Patriot Act 326.

- g. Borrower and Guarantor documents as applicable:
- **Corporate Documents:** Prior to closing, Borrower and all corporate Guarantors shall submit to the Bank a copy of their Articles and Certificate of Incorporation, Certificate of Continued Existence or Good Standing (if applicable) and Bylaws, (with amendments to all documents);
 - **Limited Liability Company (LLC) Documents:** Prior to closing, Borrower and any LLC Guarantor shall submit to Bank a copy of its Articles of Organization and Operating Agreement (with amendments to all documents);
 - **Partnership Documents:** Prior to closing, Borrower and any partnership Guarantor shall submit to Bank a copy of its Partnership Agreement, and a copy of its filed Partnership Certificate (with amendments to all documents). If Borrower or Guarantor is a Limited Partnership, a copy of the Limited Partnership Certificate and evidence of its filing with the state shall also be submitted to the Bank;
- h. Evidence of All-Risk-Hazard Insurance and flood (if applicable) insurance with the Bank properly named as a mortgagee loss payee;
- i. Receiving 75% guaranty of the U. S. Small Business Administration's 7(a) Guarantee Program, Express Guarantee Program, Patriot Express Initiative.
- j. Any specific requirements of the U. S. Small Business Administration;

15. REQUIRED EQUITY FUNDS:

At the time of closing, the Borrower will provide funds in an amount equal to the difference between the amount of the Loan and the purchase price plus estimated closing costs.

16. CLOSING COSTS:

Borrower agrees to pay all expenses including, but not limited to, title company premiums and charges, fees of the Bank's counsel, appraisal, environmental site assessment (if applicable), recording fees and taxes, property inspection fees, consultant fees, and all other reasonable expenses in connection with the preparation, closing and disbursement of the Loan. To the extent incurred, the foregoing expenses shall be paid by Borrower whether or not the Loan shall close or be funded.

17. DOCUMENTS:

The Bank's form of Loan Documents including but not limited to the Note, Mortgage/Deed of Trust, Construction Loan Agreement, and Guaranties shall be used in this transaction.

18. LAW:

The rights and obligations of the parties with respect to this Commitment shall be governed by the laws of the State of Maine.

19. FINANCIAL STATEMENTS:

Borrower will be required to furnish current financial information and an annual certification that no adverse condition has occurred that would affect the credit or security the Bank relied upon in the granting of this loan. Financial information will be in the form of annual financial statements by a Certified Public Accountant acceptable to the Bank. Individual Borrower and/or Guarantor's financial information will require current Personal Financial Statements in Bank form annually and Individual Internal Revenue Service Tax Returns if requested by the Bank.

20. LEGAL COUNSEL:

Satisfaction of requirements of the Bank's legal counsel and approval by counsel of all Loan Documents will be required.

21. COMMITMENT ACCEPTANCE & EXPIRATION:

This commitment letter has been issued in response to Borrower's request and shall not become effective until such time as the Bank has received Borrower's unconditional written acceptance thereof. If the commitment letter is not returned within 14 days of the date of this letter signed by Borrower or 11/14/15, whichever is earlier, it shall be of no further force or effect. This commitment is made to Borrower and is not assignable or transferable to any other party or entity. The terms and conditions of this commitment may not be modified, changed, waived, or extended unless agreed to in writing and executed by all parties. The loan must close on or before 11/14/15 or it shall be of no further force and effect.

22. MATERIAL ADVERSE CHANGE:

There shall have been no material adverse change and no material inaccuracy in any information delivered to Bank regarding the Borrower or any Guarantor prior to the closing of this Loan.

23. NOTICE REQUIRED BY STATE LAW,:

MAINE: UNDER MAINE LAW, NO PROMISE, CONTRACT OR AGREEMENT TO LEND MONEY, EXTEND CREDIT, FORBEAR FROM COLLECTION OF A DEBT OR MAKE ANY OTHER ACCOMMODATION FOR THE REPAYMENT OF A DEBT FOR MORE THAN \$250,000 MAY BE ENFORCED IN COURT AGAINST LENDER UNLESS THE PROMISE, CONTRACT OR AGREEMENT IS IN WRITING AND SIGNED BY LENDER. ACCORDINGLY, BORROWER CANNOT ENFORCE ANY ORAL PROMISE UNLESS IT IS CONTAINED IN A LOAN DOCUMENT SIGNED BY LENDER, NOR CAN ANY CHANGE, FORBEARANCE, OR OTHER ACCOMMODATION RELATING TO THIS LOAN OR ANY LOAN DOCUMENT BE ENFORCED, UNLESS IT IS IN WRITING AND SIGNED BY LENDER.

If this Commitment is acceptable, please sign, date and return a copy of this letter along with your check in the amount of the package fee payable to KeyBank National Association. Your payment of the package fee will serve as a non-refundable Commitment deposit and the balance of the Loan Fee will be collected at the time of closing.

We are pleased to offer this financing and thank you for choosing KeyBank National Association for this loan and relationship opportunity. We look forward to working with you and your business. If you have any questions, please let me know.

Sincerely,

Melissa Knutson, Relationship Manager
KeyBank National Association

**THE TERMS AND CONDITIONS OF THIS COMMITMENT ARE ACCEPTED AND
AGREED TO ON THIS 21 DAY OF July, _____.**

North Country Investments, LLC, Borrower

By: Spenser Ouellette
Spenser R. Ouellette, Member

Pizza Degree, Inc., Borrower

By: Spenser Ouellette
Spenser R. Ouellette, President

Spenser R. Ouellette, Guarantor

By: Spenser Ouellette

TO: KEYBANK NATIONAL ASSOCIATION
4910 Tiedeman Road
Brooklyn, Ohio 44144
OH-01-51-0457

The undersigned is the owner of certain real property, described briefly as follows:
265 Western Ave., Augusta ME 04330. (the "Real Property").

The undersigned has been informed that KEYBANK NATIONAL ASSOCIATION (the "Secured Party") is willing to extend credit to North Country Investments, LLC & Pizza Degree, Inc (the "Borrower") if the undersigned will consent to the Secured Party taking a security interest, chattel mortgage or other lien on certain personal property now or hereafter to be located at or on or affixed to such real property and if the undersigned will disclaim any interest in or lien on such personal property, described as follows:

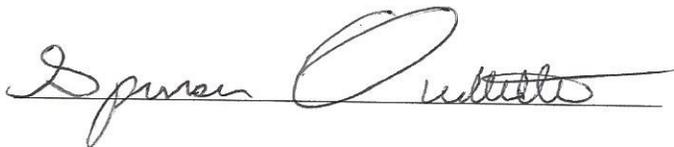
All personal property whenever (i) purchased or acquired by Borrower or (ii) owned by Borrower (the "Personal Property").

The undersigned, intending to be legally bound hereby, consents to the Secured Party taking a security interest, chattel mortgage or other lien on such personal property and disclaims any interest therein or lien thereon. The Secured Party may at any time enter upon such Real Property and remove such Personal Property from the Real Property. Secured Party shall be liable for damages caused by Secured Party or its agents or employees during such removal. The undersigned will not seek to levy execution on or to foreclose any lien or other security interest on such personal property or otherwise apply any such personal property to satisfy any claim of the undersigned against the Borrower, and will notify any successor in interest of all or any part of such real property of this consent and disclaimer, which shall be binding on the executors, administrators, successors and assigns of the undersigned.

Landlord will provide Secured Party with notice of a default under the lease between Landlord and Borrower at the address specified above and a reasonable opportunity to cure the default, but Secured Party has no obligation to cure the default.

Executed this 21 day of July, 2015.

OWNER:



CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from North Country Investments, LLC, Spenser Ouellette, whose mailing address is 234 Sweden Street, PO Box 296, Caribou, ME 04736 (hereinafter called "Purchaser"), this 22nd day of June, 2015, the sum of Five Thousand Dollars (\$ 5,000.00) as earnest money deposit toward purchase and sale of certain real estate owned by Gerard J Gosselin (hereinafter called the "Seller") and located at 265 Western Avenue in the city/town of Augusta, County of Kennebec, State of Maine, described as follows: +/- 1,519 square foot Stand alone, brick building on +/- 1.01 acres.

and being more fully described at said County Registry of Deeds in Book 3624, Page 122, upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable):

2. PURCHASE PRICE: The total Purchase Price is Two Hundred Forty-Nine Thousand, Six Hundred Seventeen Dollars (\$ 249,617.00), with payment made as follows:

Table with 2 columns: Description of payment, Amount. Earnest money to be delivered on or before 06/25/2015: \$ 5,000.00; Other: \$; Other: \$; Balance due at closing, in immediately-available funds: \$ 244,617.00

3. EARNEST MONEY/ACCEPTANCE: Magnusson Balfour Commercial Broker ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing. This offer shall be valid until June 25, 2015 at 5:00 (AM PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

4. TITLE: Within 30 days of the Effective Date (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the property that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance"). Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent, except that Purchaser shall not unreasonably withhold or delay its consent to new leases. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the property suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the property subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligations under this Contract.

5. DEED: In return for payment in full of the purchase price, Seller shall convey the property on 08/24/15 (the "Closing Date") to Purchaser by Maine Statutory Short-Form Warranty Deed (the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) leases and occupancies disclosed to Purchaser pursuant to Section 11 below: and (iv) any Permitted Encumbrance.

- 6. ~~LEASES/TENANT SECURITY DEPOSITS:~~ Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.
- 7. POSSESSION/OCCUPANCY: Possession/occupancy of property shall be given to Purchaser on the Closing Date subject only to the leases and tenancies disclosed to Purchaser pursuant to Section 11 below, unless otherwise agreed by both parties in writing.
- 8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the earnest money deposit, or close this transaction and accept the property in its as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
- 9. PRORATIONS: The following items shall be prorated as of the Closing Date:
 - 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 one-half of the transfer tax as required by the laws of the State of Maine.
 - e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional revenue received by Seller pursuant to leases of the property.
 - f. _____
- 10. DUE DILIGENCE: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of property disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, wetlands or soils studies, zoning compliance or feasibility, and code compliance, all within 30 days of the Effective Date.

All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser, Purchaser may declare this Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that Purchaser's investigations are unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigations(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser's investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys' fees, incurred or suffered by Seller as a result of Purchaser's investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.

11. ~~REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION:~~ Seller represents: (a) that below is a complete list of all tenants occupying the property under leases or other tenancy arrangements or agreements (the "Leases"), (b) that the Leases are in full force and effect, (c) that to Seller's knowledge, all tenants under the Leases are in full compliance therewith and (d) that Seller is not in violation of its obligations under the Leases. Seller agrees to provide Purchaser within five (5) days of the Effective Date of this Contract complete copies of all Leases, including any amendments, and income and expense information concerning the property. Purchaser shall have _____ days from the date Purchaser has been provided all Leases and income and expense information to review same, and if the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract terminated and the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Seller represents and warrants that income and expense information provided to Purchaser will be true, accurate and complete in all material respects when given. Seller shall use reasonable efforts to obtain a tenant estoppel certificate and a subordination, non-disturbance and attornment agreement in form reasonably satisfactory to Purchaser and/or Purchaser's lender for each Lease within _____ days from delivery of forms therefor. Purchaser shall also on a rolling basis have _____ days from the date of actual receipt of fully-executed written tenant estoppel certificates in which to terminate this Contract pursuant to this Section 11 due to unsatisfactory information contained therein and upon such termination the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Between the Effective Date and the closing, Seller shall not modify, voluntarily terminate or enter into new leases or tenancy arrangements or agreements and shall obtain Purchaser's written consent to any modification or termination of Leases and to any new lease that Seller proposes to enter into with respect to the property, Purchaser's consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller modifies or terminates any Leases or enters into a new Lease without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and receive an immediate refund of the earnest

DS
SB



~~money and thereafter neither party shall have any further obligation under this Contract. Failure of Purchaser to timely notify Seller of its termination of the Contract pursuant to any of its foregoing rights to do so under this Section 11 shall be deemed to be a waiver of the applicable right under this Section 11 to terminate the Contract. At the closing, Seller shall deliver written notice to the tenants and occupants of the property of the transfer of the property, and of the tenants' security deposits, to Purchaser.~~
List tenants: _____

12. FINANCING: Notwithstanding anything to the contrary contained in this Contract, Purchaser's obligation to close hereunder is conditioned upon Purchaser's obtaining within Thirty (30) days from the Effective Date of this Contract (the "Commitment Date") a written commitment (the "Commitment") from a lender for a mortgage loan of not less than 80.000 % of the purchase price at an initial interest rate not to exceed 5.250 % per annum, amortized over a period of not less than Twenty (20) years and otherwise on terms reasonably acceptable to Purchaser. In the event the Purchaser is unable to obtain the Commitment and Purchaser notifies Seller thereof by the Commitment Date, then Escrow Agent shall immediately return the earnest money to Purchaser, this Contract shall terminate, and neither party shall be under any further obligation under this Contract. It shall be a further condition of Purchaser's obligation to close hereunder that the Commitment shall not lapse, be terminated and/or withdrawn prior to the Closing Date for any reason whatsoever, including but not limited to the property failing to appraise at or above the Purchase Price, or any such other level acceptable to Purchaser and Purchaser's lender sufficient to support the Commitment. In the event the Commitment shall lapse, be terminated and/or withdrawn by Purchaser's lender for any reason (other than at the request of Purchaser) at any time prior to the Closing Date, Purchaser shall within Three (3) days of Purchaser's receipt of notice of lapse, termination and/or withdrawal notify Seller of same, and upon such notification Purchaser may, at Purchaser's option, elect to terminate this Contract and thereafter the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligation under this Contract. If Purchaser does not timely notify Seller that it has failed to obtain the Commitment or that the Commitment has lapsed, terminated and/or been withdrawn, then Purchaser shall be in default of this Contract at the election of Seller. This contingency benefits Purchaser only, and only Purchaser may waive it by providing written notice to Seller specifically waiving this condition and contingency or any part thereof.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that _____ ("~~Transaction Broker~~") is acting as a ~~transaction broker~~ in this transaction and does not have a ~~client relationship~~ with either Purchaser or Seller. None ("~~Selling Agent~~") is acting as a agent in this transaction and is representing _____ and that Dennis Wheelock ("~~Listing Agent~~") is acting as a Listing agent in this transaction and is representing Gerard J Gosselin (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees").

14. DEFAULT: If the sale of the property as contemplated hereunder is not consummated solely by reason of Purchaser's default hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract and provided further that all conditions to Purchaser's obligation to consummate such purchase have been satisfied or waived by Purchaser, Seller shall be entitled to either (i) pursue any and all legal and/or equitable remedies or (ii) terminate this Contract and receive the earnest money as full and complete liquidated damages for the breach of this Contract, it being agreed between the parties that the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the earnest money is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. In the event of an undisputed default by either party, the Escrow Agent may deliver the earnest money to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, the Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the earnest money.

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. 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.

Page 3 of 5 Buyer's Initials DS Seller's Initials SO

17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and assigns of Buyer.

18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies and electronically transmitted 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. Seller or Licensees are given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 pm, Eastern Time, on the last day counted.

20. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

21. 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.

22. 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 1/2 % of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of the State of Maine or the transfer is otherwise exempt from withholding.

23. ADDENDA: This Contract has addenda containing additional terms and conditions. Yes ___ No X .

24. OTHER PROVISIONS:

The purchase is subject to obtaining a drive thru permit from the City of Augusta and the property passing a Phase One Environmental Study. Cost of Environmental study shall be split between the parties and not exceed \$2,700. WITH COPY OF STUDY TO SELLER. 8/23/2015

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.

North Country Investments, LLC, Spenser Ouellette

Legal Name of Purchaser

Tax ID #

By: SPENSER OUELLETTE 6/23/2015
Signature

Name/Title, thereunto duly authorized

Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensees the commission for services according to the terms of the listing agreement or ~~if there is no listing agreement,~~ the sum of 8% OF ABOVE PURCHASE PRICE. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this 23 day of JUNE, 2015.

Gerard J Gosselin
Legal Name of Seller

Tax ID #

By: [Signature]
Signature

Name/Title, thereunto duly authorized

DEWAIN S. WITTEBROCK
Legal Name of Escrow Agent

Name/Title, thereunto duly authorized

By: [Signature]
Signature

EFFECTIVE DATE OF THIS CONTRACT: 6/23, 2015

QUIT CLAIM WITH COVENANTTRANSFER
TAX
PAID

022708

KNOW ALL MEN BY THESE PRESENTS that STAR ENTERPRISE, a general partnership organized under the New York Uniform Partnership Act, with an office at 12700 Northborough Drive, Houston, Texas 77067, Grantor, for consideration paid by GERARD J. GOSSELIN, 24 Readfield Road, Manchester, Maine 04351, Grantee, the receipt whereof is hereby acknowledged, does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the Grantee, his successor and assigns, all of the real property located at Augusta, in the County of Kennebec, and State of Maine, being fully described in Schedule A, attached hereto and made a part hereof for all purposes.

This conveyance is subject to:

1. Encroachments, protrusions, easements, pipelines, changes in street lines, rights-of-way and other matters that would be revealed by a current on the ground survey and inspection of the property.
2. Recorded leases, agreements, easements, rights-of-way, covenants, conditions and restrictions, as the same may be of present force and effect.
3. Zoning regulations, ordinances, building restrictions, regulations and any violations thereof.
4. The lien for real property taxes for the current year, and any liens for special assessments which as of the date hereof are not yet due and payable.

TO HAVE AND TO HOLD the same, together with all privileges and appurtenances thereto belonging to Grantee, his successor and assigns forever;

AND Grantor does covenant with Grantee, his successor and assigns, that it will WARRANT AND FOREVER DEFEND the said premises to Grantee, his successor and assigns forever, against the lawful claims and demands of all persons, by, through or under Grantor, but not otherwise.

In Witness Whereof, the Grantor has hereunto set its hand and seal this 25th day of September, 1989.

STAR ENTERPRISE

Witness: J. M. Johnson

By: L.A. Wilkes

Printed Name: L.A. Wilkes

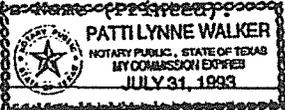
Its: Vice President Operations
Hereunto Duly Authorized
Vice President Operations

STATE OF TEXAS §
COUNTY OF HARRIS §

September 25, 1989.

Personally appeared the above named Star Enterprise, a general partnership organized under the New York Uniform Partnership Act and L.A. Wilkes, its Vice President Operations hereunto duly authorized and made oath that the foregoing was its and his free act and deed.

Before me: [Signature]
Notary Public

Notary ~~Public~~ ~~Signature~~

My Commission Expires:

{SEAL}

Schedule A

A parcel of land with the buildings thereon situated in Augusta, County of Kennebec, State of Maine, bounded and described as follows:

BEGINNING at an iron pipe in the northerly line of Western Avenue at the point of intersection with the westerly line of land now or formerly of William W. Sprague and Elizabeth L. Sprague;

running **THENCE**, northerly along said western line of land now or formerly of said Sprague 301.60 feet to an iron bolt in the southerly line of the right-of-way formerly used by the Augusta, Gardiner and Winthrop Railway, now owned by Central Maine Power Company;

THENCE, turning to the left and running along said southerly right-of-way line 241.85 feet to a pipe set in the easterly line of land now or formerly of Cleo Couture;

THENCE, turning to the left and running along said easterly line of said Couture 281.18 feet to a pipe set in the northerly line of Western Avenue;

THENCE, turning to the left and running along said line of Western Avenue 239.63 feet to the point and place of **BEGINNING**.

Less 2420 square feet taken by the State of Maine on April 26, 1972.

RECEIVED KENNEBEC SS.

1989 SEP 29 PM 12: 18

TEST: *Anna Pauline Wilson*
REGISTER OF DEEDS

Augusta, Maine
265 Western Avenue @ East Side
of Interstate Highway No. 95
(ME 30)

BK 5897PG025

TRANSFER
TAX
PAID

WARRANTY DEED

007792

Mariner Capital Group, a Maine corporation duly organized and existing at law with a place of business in Bangor, County of Penobscot, State of Maine, for consideration paid, grants to T K Properties, Inc., a Maine corporation duly organized and existing at law with a place of business of Westbrook, County of Cumberland, State of Maine, with WARRANTY COVENANTS, the land in Augusta, Kennebec County, Maine.

A certain lot or parcel of land situated in Augusta, in the County of Kennebec, and State of Maine bounded and described as follows:

PARCEL 1 as shown on Subdivision Plan for Western Avenue Auto Center in the City of Augusta, County of Kennebec, by Coffin Engineering and Surveying dated March 1, 1989 revised June 21, 1989 and recorded in the Kennebec County Registry of Deeds at Map File D-89265.

Together with the right to pass and repass over Lots 2 and 3 on said Plan through the existing curb cuts as shown on said Plan for all purposes incidental to the operation of a business on said Parcel 1. Further granting to the Grantee herein the right to lay and maintain a 1 inch waterline over an area 10 feet in width running from the proposed building as shown on Parcel 1 on said Plan across parcel 2 for purposes of a waterline. Further granting to the Grantee herein the right to lay and maintain a certain 6 inch PVC sewer line over a portion of said parcel 2 10 feet in width as shown on said Plan. All maintenance and repairs to be performed on said water and sewer lines shall be made at the sole cost of the Grantee, and the Grantee shall return any area disturbed in laying or maintaining said lines to its prior condition.

This conveyance is subject to the following easements and restrictions:

An easement of Central Maine Power Company as shown on said Plan and described in the following easement deeds: Hunt to CMP, Kennebec County Registry of Deeds, Book 1180, Page 47; Hunt to CMP, Kennebec County Registry of Deeds, Book 1180, Page 49; Hunt to CMP, Kennebec County Registry of Deeds, Book 1180, page 54; Hunt to CMP, Kennebec County Registry of Deeds, Book 1180, Page 56.

An Easement from Gerard J. Gosselin to the Augusta Sanitary District to be recorded herewith across the front of Parcel 1 as shown on said Plan 10 feet in width for purposes of laying an 8 inch PVC sanitary line from manhole no. 1 to manhole no. 2, all as is shown on said Plan.

Parcel 1 is likewise subject to the right of the owners or occupants of Parcels 2 and 3 on said Plan their or its successors, heirs or assigns to pass and repass through the existing curb cut on Parcel 1 for all purposes incidental to the operation of a business on said parcels 2 and 3.

Parcel 1 is further subject to the right of the owner or occupant of Parcel 2 their or its successors, heirs or assigns to enter onto a strip of land 10 feet in width running in a general northwesterly direction from proposed manhole no. 1 for purposes of maintaining an existing 6 inch sewer line, all as is shown on said Plan aforementioned.

The aforementioned Parcel 1 is further subject to the restriction that no development of said Parcel shall take place except in accordance with the development plan set forth on the Plan aforementioned.

Parcel 1 is further restricted in that there shall be no planting, fences, curbs or other obstructions within 65 feet of the sidewalk on Parcel 1, nor shall there be any planting, fences, curbs or other obstructions within 10 feet of the interior sidelines of Parcel 1 on Plan aforementioned.

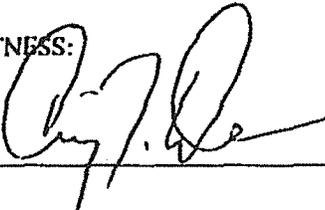
Further reserving to the owner or occupant of Lots #2 on said plan, their or its successors, heirs or assigns, the right to enter onto Lot #1 to maintain and/or repair the existing 4' x 6' price sign and entrance light pole in its present location. Further subject to the items shown on Exhibit A.

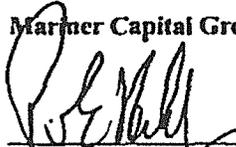
Any and all other rights, easements, privileges and appurtenances belonging to the granted estate are hereby conveyed.

Being the same premises conveyed to Mariner Capital Group from Gerard Gosselin by deed dated October 16, 1989 recorded in the Kennebec County Registry of Deeds in Volume 3633, Page 255.

John Marvin, LTD, Inc. a Maine corporation and the surviving corporation by virtue of merger with WA 1 SAZ, Inc., a Maine corporation with a place of business in Augusta, Maine joins in this deed for the purpose of conveying any and all interest it has in any building and improvements situated on the within described premises.

Witness my hand and seal this 19th day of MARCH, 1999.

WITNESS: 

Mariner Capital Group
BY: 
Peter E. Robbins
Duly authorized
PRES.

JOHN MARVIN, LTD, INC.

BY: John H. Marvin
Duly authorized
John H Marvin

STATE OF MAINE

PLUMBLAND . SS

3-18, 1999

Personally appeared the above named Peter E. Robbins in his said capacity and acknowledged the above instrument to be his free act and deed and the free act and deed of Mariner Capital Group.

Before me.

Craig N. Denekas
Notary Public Attorney at law

Craig N. Denekas
Please print name

STATE OF MAINE

Kennebec . SS

March 5, 1999

Personally appeared the above named John Marvin in his said capacity and acknowledged the above instrument to be his free act and deed and the free act and deed of John Marvin, LTD, Inc.

Before me.

Debra L. Roy
Notary Public
My Commission Expires 6-18-2001

Debra L Roy
Please print name



BK5897PG028

Exhibit A to Warranty Deed

Mariner Capital Group to TK Properties, Inc.

1. Easement to Augusta Sanitary District recorded in Kennebec County Registry of Deeds in Volume 3633, Page 251.
2. Terms of a Variance granted by the City of Augusta to Gerard Gosselin dated December 20, 1989, recorded in said Registry in Volume 3677, Page 83.
3. Memorandum of Ground Lease between Mariner Capital Group and WA I SAZ, Inc. dated February 3, 1994, recorded in the Kennebec County Registry of Deeds in Volume 4644, page 191.
4. Collateral Assignment of Ground Lease to Fleet Bank of Maine dated February 4, 1994, recorded in the Kennebec County Registry of Deeds in Volume 4626, Page 278.

RECEIVED KENNEBEC CO.

1999 MAR 19 PM 3:11

ATTEST: *Thomas Reed Mann*
REGISTER OF DEEDS

QUITCLAIM DEED WITH COVENANT

009056

TRANSFER
TAX
PAID

Unity Cellular Systems, Inc., a Maine corporation, with a place of business in Bangor, Penobscot County, State of Maine, for consideration paid, grants to MRCC, Inc., a Maine corporation, with a place of business in Alexandria, Douglas County, Minnesota, with quitclaim covenant, the land in Kennebec County, Maine, described as follows:

See Exhibit A, attached.

For grantor's source of title, reference, is made to a warranty deed from Gerard J. Gosselin to Unity Cellular Systems, Inc. dated June, 1990 and recorded in the Kennebec County Registry of Deeds in Book 3746, Page 208. Unity Cellular Systems, Inc. releases all rights in the premises being conveyed.

IN WITNESS WHEREOF, Unity Cellular Systems, Inc. has caused this deed to be signed in its corporate name as an instrument under seal by its duly authorized officer this 1st day of May, 1997.

UNITY CELLULAR SYSTEMS, INC.

Terresa R. Turpley
WITNESS: Terresa R. Turpley

By [Signature]
Its [Signature]
hereunto duly authorized
Name: Allen E. Smith

Grantee's mailing address is 1 Cumberland Place, Suite 112, Bangor, Maine 04402.

Personally appeared the above-named Allen E. Smith, the CEO of Unity Cellular Systems, Inc., a Maine corporation, 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, Michelle R. Lodyga
Notary Public

Printed Name: Michelle R. Lodyga

[SEAL]

EXHIBIT A

SCHEDULE A

A certain lot or parcel of land situated in Augusta, in the County of Kennebec, and State of Maine bounded and described as follows:

Parcel #1: As shown on a plan entitled "Subdivision for Western Avenue Auto Center in the City of Augusta, Kennebec County" by Coffin Engineering and Surveying dated March 1, 1989, revised June 21, 1989 and further revised November 8, 1989, and recorded in the Kennebec County Registry of Deeds at Map File D-90030.

Together with the right to pass and repass over lots 1 and 2 on said plan to and from the existing curb cuts as shown on said plan for all purposes incidental to the operation of a business on said Parcel #1. Further granting to the Grantee herein the right to lay and maintain a 1 inch waterline over an area 10 feet in width running from the within lot as shown on the plan across Parcel #2 as shown on said Plan for purposes of a waterline. All maintenance and repairs to be performed on said waterline shall be made at the sole cost of the Grantee and the Grantee shall return any area disturbed in laying or maintaining said lines to its prior condition.

This conveyance is subject to the following easements and restrictions:

An easement of Central Maine Power Company as shown on said plan and described in the following easement deeds: Hunt to CMP, Kennebec County Registry of Deeds at Book 1180, Page 47; Hunt to CMP, Kennebec County Registry of Deeds in Book 1180, Page 49; Hunt to CMP, Kennebec County Registry of Deeds in Book 1180, Page 54; Hunt to CMP, Kennebec County Registry of Deeds, Book 1180, 56.

An easement from Gerard J. Cosselin to the Augusta Sanitary District duly recorded in the Kennebec County Registry of Deeds in Book 1633, Page 251 across the front of Parcel #1 as shown on said plan 10 feet in width for the purpose of laying and maintaining an 8 inch PVC sanitary line from Manhole #1 located on Parcel #1 on said plan to Manhole #2 located on Parcel #3 on said Plan. No building or other structures can be erected on top of the easement without 90 days prior written notice to the Augusta Sanitary District.

Parcel #3 is further subject to the right of the owner or occupant of Parcel #2 to maintain a 12 inch PVC stormwater line across said parcel as shown on the plan aforementioned.

Parcel #3 is further restricted in that there shall be no plantings, fences, curbs or other obstructions placed on the lot within 65 feet of the sidewalk as shown on the plan, nor shall there be any plantings, fences, curbs or other obstructions placed within 10 feet of the interior sideline of Lot #3.

Parcel #3 is further subject to the right of owner or occupant of Lot #2, their successors, heirs or assigns to enter onto Parcel #3 to maintain, repair or replace the existing Texaco sign and light presently located on Parcel #3.

All development on Parcel #3, as well as the use of any easements pertinent thereto must be in accordance with the Western Avenue Auto Center plan hereintobefore referred to.

Parcel #3 is further restricted to the terms of a certain lease between the Grantor herein and C.H. Brown Company duly recorded in the Kennebec County Registry of Deeds at Book 3624, Page 141.

Reference made be made to QuitClaim Deed with Covenant from Star Enterprise to the Grantor herein recorded at the Kennebec County Registry of Deeds in Book 3624, Page 122.

RECEIVED KENNEBEC COUNTY
97 MAY -6 AM 9:00

ATTEST: *Therese Paul Thomas*
REGISTER OF DEEDS

Submitted by Swaney Lighting



Job Name:

Catalog Number:
LLC-250P8-1-LP

Notes: lamp included

Type:

WP1

SLA10-16176

**LAREDO
SERIES**
LLC SERIES

Cat.#		Approvals
Job	Type	

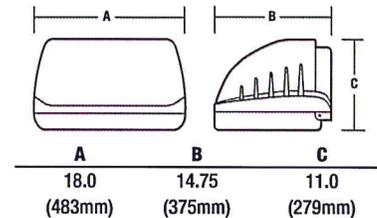


APPLICATIONS

- Full Cutoff, StarView compliant perimeter lighting. Typical mounting height is 15-30 feet.

SPECIFICATIONS

- Decorative die cast aluminum housing and door. Rugged design protects internal components and provides excellent thermal management for long life.
- Flat, tempered, impact resistant clear glass lens protects optics.
- HID units have mogul base socket. Electronic fluorescent units have universal four-pin socket.
- Multi-piece specular reflector produces high performance with wide spread. Pulse Start MH units have vertical mogul socket for maximum lamp output / life and comfort shield for reduced forward brightness. Shield is removable if greater forward throw is desired. HPS has horizontal lamp. Two-lamp CFL are base-up with universal electronic four pin sockets for either 2x32 or 2x26 watt lamps.
- Three-point lag mount to flat surfaces provides rigid mounting. Template provided to ease installation.
- Wiring can be made from recessed junction boxes or 1/2" surface conduit with hubs provided on top and sides.
- Systems include Pulse Start MH, HPS, Metal Halide and two-lamp CFL. CFL unit is available with battery back up for both lamps providing an integral, redundant system for egress applications.
- 800 Series powder paint finishes provide lasting appearance and are available in standard finishes, Dark Bronze, Black, White, Gray and Platinum
- Optional features include EM socket for remote power, QST time delay quartz stand-by, TL Touch latch for tool-free entry and LP lamp included with fixture.



LISTINGS

- All units are CSA certified to UL 1598 for use in wet locations and are IDA compliant



ORDERING INFORMATION

ORDERING EXAMPLE

LLC	320P 8	1	PC1
Series	Wattage/Source/Voltage	Finish	Options

SERIES

LLC Laredo Large Cutoff

WATTAGE/SOURCE/VOLTAGE

PULSE START METAL HALIDE

250P 8	250 watt 120/277V
250P 5	250 watt 480V
250P 6	250 watt Tri-Tap® 120,277,347V
320P 8	320 watt 120/277V
320P 5	320 watt 480V
320P 6	320 watt Tri-Tap® 120,277,347V
320P 6	320 watt 120/277V
350P 5	350 watt 480V
350P 6	350 watt Tri-Tap® 120,277,347V
400P 8	400 watt 120/277V
400P 5	400 watt 480V
400P 6	400 watt Tri-Tap® 120,277,347V

ELECTRONIC FLUORESCENT

64F 8 2x26W/2x32W/120-277V

HIGH PRESSURE SODIUM

250 S 8	250 watt 120/277V
250 S 5	250 watt 480V
250 S 6	250 watt Tri-Tap® 120,277,347V
250 S V	250 watt Five Tap
400 S 8	400 watt 120/277V
400 S 5	400 watt 480V
400 S 6	400 watt Tri-Tap® 120,277,347V
400 S V	400 watt Five Tap

FINISH

1	Bronze
2	Black
3	Gray
4	White
5	Platinum

OPTIONS

PC1 ¹	Button photocontrol 120V
QST	Time delay quartz stand-by
EM	DC bayonet socket only (use 150W max. lamp)
TL	Touch Latch
BBUXXX ²	Battery back up rated -4°F for one CFL lamp
2BBUXXX ²	Battery back up rated -4°F for two CFL lamp
BOCXXX ²	Battery back up rated 32°F for one CFL lamp
2BOCXXX ²	Battery back up rated 32°F for two CFL lamp
LP	Lamp included with fixture (on CFL specify LP52 or LP64)

¹Available on 250W fixtures and below.

²Specify 120 or 277 volt.

ACCESSORIES

LLC-SPC	Polycarbonate shield
PBT-1 ¹	120V button photocontrol
PBT-234 ¹	208/240/277V button photocontrol
PTA-1	External photocontrol 120V (use for 320 watt and above)
PTA-8	External photocontrol 120-277V (use for 320 watt and above)
PTA-5	External photocontrol 480V (use for 320 watt and above)

¹Use for 250P of 64F units.

432 Cony Road
P.O. Box 4687
Augusta, ME 04330



(207) 623-9475
Fax (207) 623-0016
1-800-244-9475

August 11, 2015

Mr. Lionel Cayer
City Engineer
City Center Plaza
16 Cony Street
Augusta, Maine 04330

Subject: Pizza Degree Restaurant
265 Western Avenue
Augusta, Maine

Dear Lionel,

North Country Investments LLC., herein called the applicant, has a purchase/sale agreement for a parcel of land identified as Lot 75 on Tax Map 19 in the City of Augusta tax maps. The 1.01 acre parcel is located in the Regional Business District (CC) at 265 Western Avenue. The applicant is proposing to utilize the old Big Apple convenience store as a restaurant with a drive-up lane and associated parking. There will not be any new curb cuts on Western Avenue as the two existing curb cuts are adequate for ingress and egress into and out of the site.

The site previously was used as a convenience store (Big Apple). To properly assess peak hour trips for the project, both the convenience store and restaurant uses must be evaluated. Both uses are listed in the Institute of Transportation Engineers (ITE) Manual (8th addition). The Big Apple had associated gas pumps and utilized a one-story building with an area of 1,520 sf. The peak hour trips generated are calculated from the ITE Manual under "Gasoline/Service Station with Convenience Market" and are shown below:

Based on Building Size (1,520 sf):

AM Peak Hour Rate = 10.56

$(1,520 \text{ sf}/1,000 \text{ sf}) \times 10.56 = 16.1$ peak hour trips.

PM Peak Hour Rate = 13.57

$(1,520 \text{ sf}/1,000 \text{ sf}) \times 13.57 = 20.6$ peak hour trips.

Maximum Peak Hour Trips = 20.6 (PM)

Restaurants are also found in the ITE Manual under "Fast-Food Restaurant with Drive-Through Window":

Based on the number of seats (34 seats):

AM Peak Hour Rate = 1.49

34 seats 1.49 = 50.7 peak hour trips.

PM Peak Hour Rate = 1.62

34 seats 1.62 = 55.1 peak hour trips.

Maximum Peak Hour Trips = 48.6 (PM)

Comparing both the AM & PM peak hour trips results in the following:

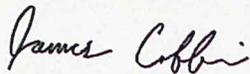
AM Peak Hour Rate = 50.7 – 16.1 = 34.6 peak hour trips

PM Peak Hour Rate = 55.1 – 20.6 = 34.5 peak hour trips

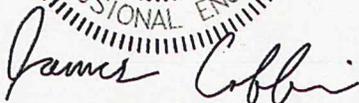
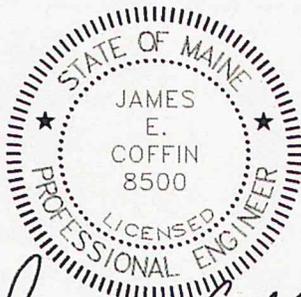
Maximum Peak Hour Trips = 34.6 (AM)

The proposed restaurant will result in 34.6 additional peak hour trips during the AM when compared to the previous convenience store. The project will not require a turning movement permit from the MDOT because there are less than 100-trips. In addition there will be less than the 35-trip threshold with the City of Augusta when considering the former use. The project will not cause unreasonable public road congestion as the drive-up lane meets the 14 vehicle queuing requirement in the City Land Use Ordinance and if you should have any questions or concerns, please do not hesitate to contact me at 623-9475.

Respectfully Submitted,



James E. Coffin, PE



Gasoline/Service Station with Convenience Market (945)

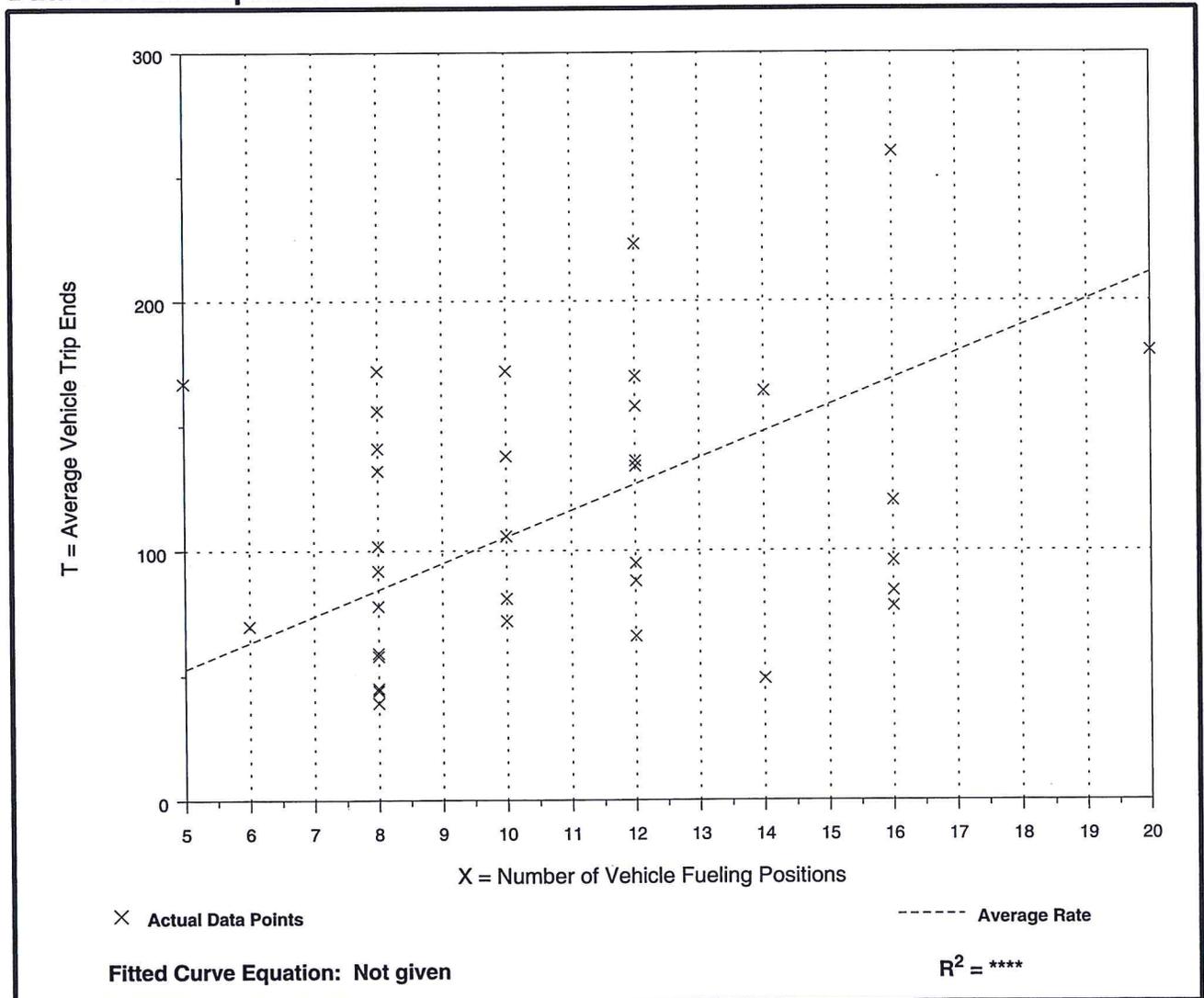
Average Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Weekday,
A.M. Peak Hour of Generator

Number of Studies: 35
 Average Vehicle Fueling Positions: 11
 Directional Distribution: 50% entering, 50% exiting

Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
10.56	3.50 - 33.40	6.15

Data Plot and Equation



Gasoline/Service Station with Convenience Market (945)

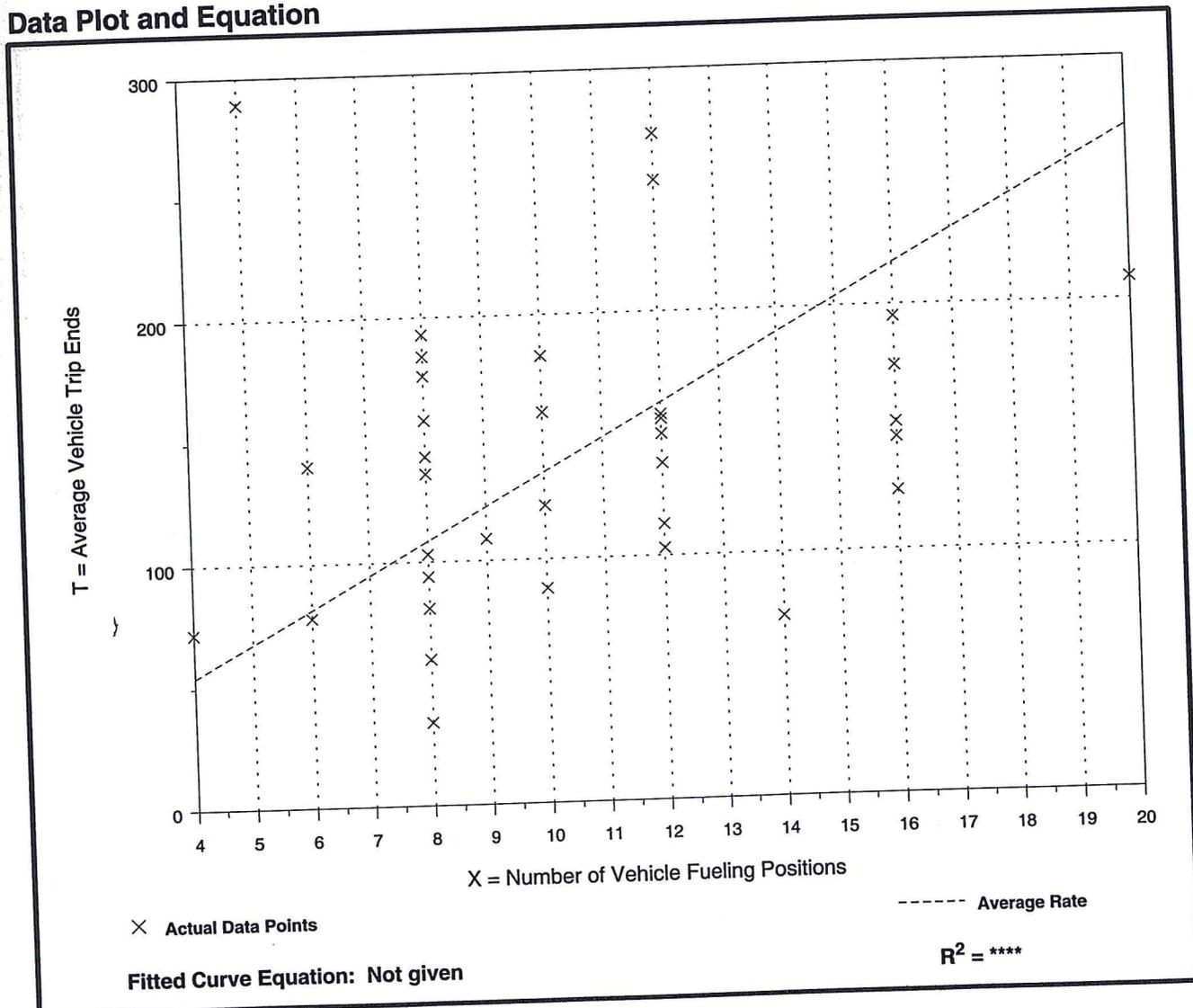
Average Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Weekday,
P.M. Peak Hour of Generator

Number of Studies: 37
 Average Vehicle Fueling Positions: 10
 Directional Distribution: 50% entering, 50% exiting

Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
13.57	4.25 - 57.80	7.94

Data Plot and Equation



Fast-Food Restaurant with Drive-Through Window (934)

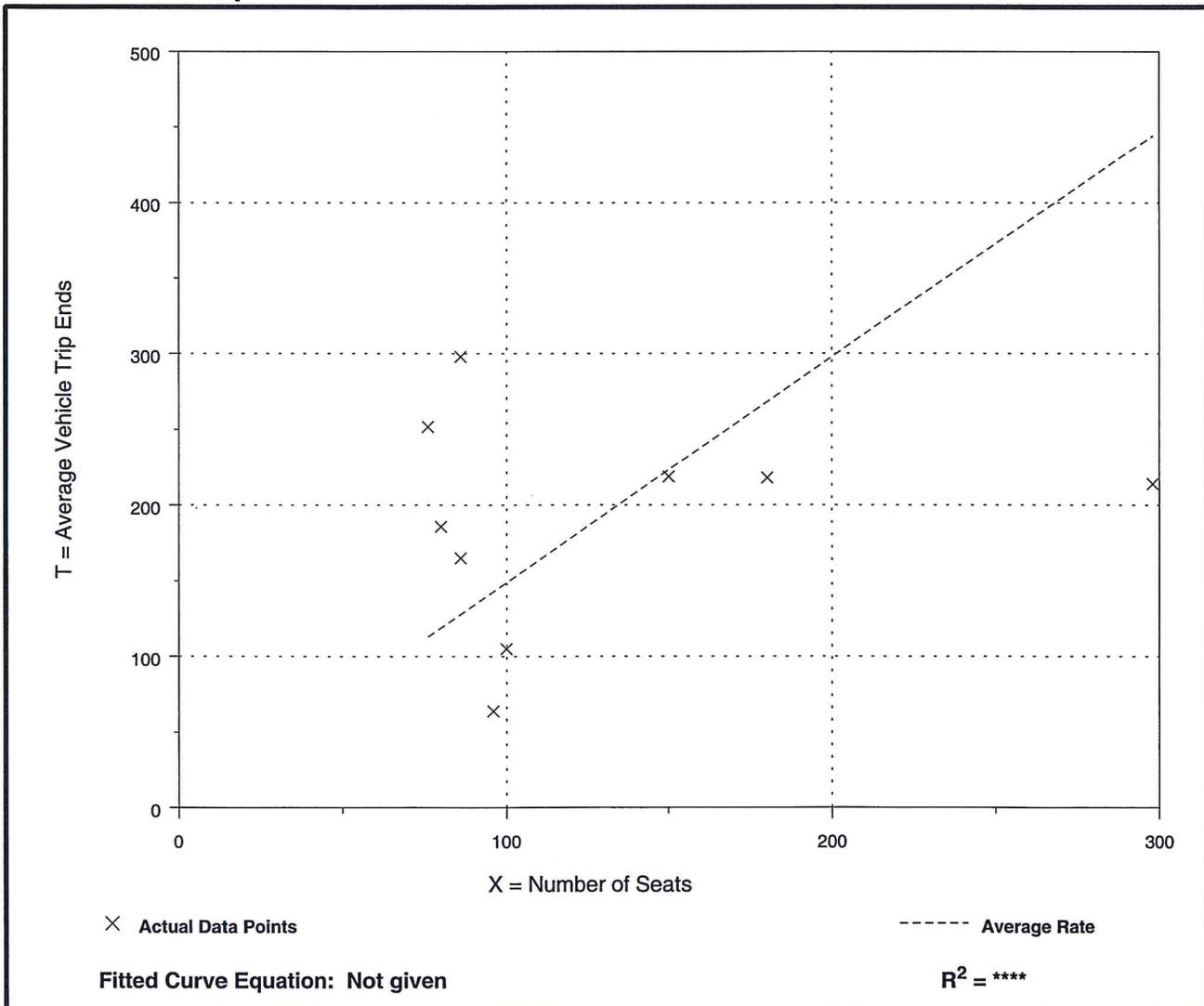
Average Vehicle Trip Ends vs: Seats
On a: Weekday,
A.M. Peak Hour of Generator

Number of Studies: 9
 Average Number of Seats: 128
 Directional Distribution: 53% entering, 47% exiting

Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
1.49	0.67 - 3.47	1.51

Data Plot and Equation



Fast-Food Restaurant with Drive-Through Window (934)

Average Vehicle Trip Ends vs: **Seats**
 On a: **Weekday,**
P.M. Peak Hour of Generator

Number of Studies: 18
 Average Number of Seats: 119
 Directional Distribution: 50% entering, 50% exiting

Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
1.62	0.26 - 4.79	1.73

Data Plot and Equation

