



CITY OF AUGUSTA, MAINE

Conditional-Use Application

I. Applicant / Owner Information

1. Applicant Name: Amma LLC - Annalee Morris-Polley
Mailing Address: 841 Riverside Dr. Augusta Me. 04330
Phone Number: (207) 446-6476 Email Address: amorris@anglexbhs.com
2. Authorized Agent: Same as above
Mailing Address:
Phone Number: Email Address:
3. Property Owner Name: Annalee Morris-Polley
Mailing Address: 578 Churchill Rd. Augusta Me. 04330
Phone Number: (207) 446-6476 Email Address: amorris@anglexbhs.com
4. Which form of required "evidence of standing" is being submitted with this application?
[X] Deed [ ] Signed Lease Contract [ ] Signed Purchase/Sale/Option Agreement
[ ] Signed Written Agreement from Owner

II. General Project Information

5. Please attach a narrative identifying the following about your project:

- a. Description of development project you are proposing (e.g. expansion of existing mixed-use commercial building; new office building; expansion of manufacturing shifts; expansion of commercial parking/loading areas; different land use; etc.
b. size of any proposed building expansion (total sq.ft.).
c. all the specific uses occurring on site (e.g. retail, warehouse, storage, manufact.) (identify what is occurring today and what will change after proposed development occurs).
d. number of employees on-site for your largest shift (or for unmanned sites, how often per month site is visited by vehicles).
e. estimated number of vehicles entering your site on a daily basis (broken down by number of delivery vehicles and number of customer/visitor/employee vehicles).
f. total square footage of impervious surface area existing on site today (total square footage of first floor of each building plus square footage of all parking areas).
g. total square footage of impervious surface area after proposed development occurs.

6. Lot Size: (ac.) 9.56 7. Lot Frontage: (ft.) 8. Zoning District(s): PD2

9. Project Location: 841 Riverside Dr. Augusta Map 2 Lot 20
Street Assessor Tax Map # + lot #(s)

### III. Applicant Acknowledgments

#### 10. Complete Application Required.

This application is being submitted under the requirements of the Augusta Land-Use Ordinance. As the applicant, I understand that this application must contain a complete submission of required materials by the application deadline date in order to be heard by the Planning Board. The deadline allows for adequate review by City Staff and the Planning Board; and as such, any applications that are not complete by the submission deadline date will not be placed on the Planning Board meeting agenda. To insure review by the Planning Board on the date desired, the applicant should submit materials at least 7 days ahead of the deadline so that staff can determine completeness of materials.

#### 11. Drawings and/or Maps are required

For formal submittals to the Planning Board (see drawing requirements attached to this application). Generally, drawings for projects with new buildings or additions less than 1,000 sq. ft. in floor area, (or) projects that do not involve changing the existing structure, can be done by hand, as long as they are drawn to-scale. For developments creating 1,000 sq.ft. or more of new impervious development, a formal plan drawn by a professional engineer shall be required to be submitted with this application. Drawings are critical to the Planning Board and City staff in adequately understanding existing and proposed site conditions, as well as seeing the relationships between proposed structures and the projected impacts of parking, traffic, stormwater runoff, buffer areas, noise, etc. on abutters.

Signature of Applicant / Agent: Annalee Morris-Polley  
 Signature of Property Owner: Annalee Morris-Polley  
 Today's Date: 9/28/14

#### 12. Checklist of Required Submission Materials:

Paper Copy	Included	Waiver Requested
10 copies of the application form and narratives	✓	
10 copies of the deed, Purchase & Sale agreement, or other document to show standing	✓	
3 copies of any stormwater report		
2 copies of any traffic report		
6 reduced-sized copies of the complete plan set on 11" x 17" size paper	✓	
4 full-sized copies of the complete plan set on ANSI D or E size paper	✓	
10 copies of a letter authorizing the agent to represent the applicant		
Payment in full of \$50 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.)		
<b>Electronic Copy</b>		
1 CD that includes each of the application documents in Adobe PDF format	✓	

#### For Official Use:

\$50 Conditional Use Application Fee Paid. Received By (Initials): BP Date: 9/29/15  
 \$ \_\_\_\_\_ Abutter Notification Fee Paid. Received By (Initials): \_\_\_\_\_ Date: \_\_\_\_\_

## **IV. Drawing Requirements for Site Plans**

**Instructions:**

- A. **For applications involving only a change of use** (with no new creation of impervious area), the following items are to be shown on the site plan drawing (this can be done by hand as long as the drawing is drawn to a scale of *1-inch = 20 feet* for smaller parcels of land or *1-inch = 40 ft.* for larger parcels): Items #2 thru #5; #8; #12; #14.
- B. **For applications involving the creation of less than 1,000 sq.ft.** of new building construction and/or impervious surface expansion, the following items are to be shown on the site plan drawing (this can be done without the assistance of a professional as long as the drawing is drawn to a scale of *1-inch = 20 feet* for smaller parcels of land or *1-inch = 40 ft. (or 50 ft.)* for larger lots): Items #1 thru #8; #12; #14.
- C. **For applications involving the creation of 1,000 sq.ft. or more** of new building construction and/or impervious surface expansion, a *Professional Engineer is required* to draw the project site plan. The following items are to be shown/submitted regarding the site plan: Items #1 thru #14.

*Please Note:* Occasionally, in accordance with section 6.1.4 (3)(b) of the Land Use Ordinance, other drawing details and/or documentation may be required by the Planning Board/City Planner in order to determine how the provisions of the ordinance will be met by the development.

**Item**

1.	Overall location map identifying location of site in Augusta, w/ North Arrow.
2.	Title block stating: 1) Applicant's Name, 2) Brief Title of Proposed Project, 3) Street Name of Project, 4) Date Drawn, 5) Name of Person Drawing Plan, 6) Scale of the Drawing, 7) North Arrow.
3.	Boundaries of the site, showing its actual shape, and all adjacent lots, property lines, buildings, driveways, and streets within 200' of the project property lines. Owner's name for project property and all abutting properties shall be labeled.
4.	Identification of zoning district in a note on plan (if single district) (OR) identification of multiple zoning districts (including any shoreland zoning district) with drawn and labeled district boundaries.
5.	Location and identification of <u>existing</u> ground cover material and vegetation (including wetlands), and location of <u>proposed</u> buffer yards plantings, fences, berms, and landscaping.
6.	Location of <u>existing</u> and <u>proposed</u> buildings and structures, labeled with <u>existing</u> and <u>proposed</u> building uses and square footages.
7.	Setback distances from all adjacent property lines to <u>proposed</u> buildings, parking areas, structures, and signs.
8.	Location of all <u>existing</u> and <u>proposed</u> streets, ways, driveways, entrances, exits, loading/drop-off areas, vehicle parking spaces (with individual spaces identified). Label with the existing and proposed surface materials.
9.	Topographic contour lines for all areas that will be disturbed (at 2 ft. intervals), showing <u>existing</u> and <u>proposed</u> on-site grading.
10.	Location of <u>existing</u> and <u>proposed</u> electric service, water supply, sewer, and stormwater drainage systems.
11.	Stormwater calculations report and design showing how applicant will meet stormwater quantity standard of "no net increase" of stormwater off-site.
12.	Location, height, and type of all <u>existing</u> and <u>proposed</u> lighting, fencing, and signs.

13.	Location Plan and details showing erosion control structures/measures.
14.	Location and identification of boundaries of any easements or right-of-ways on the property.

**Important:** The applicant should consult the Augusta Technical Standards Handbook for dimensional and performance requirements relating to traffic control, water quality, public safety, and street design/construction standards.

## **V. Site Plan Review Criteria for Conditional Uses**

*The following is a list of criteria which will be used by the Planning Board to evaluate your application. Please include a DETAILED narrative with your application that addresses EACH of the following questions.*

### **(1) NEIGHBORHOOD COMPATIBILITY:**

*(The intent of this section is to encourage the applicant to design the proposal in consideration of the physical impact it will have on the immediate neighborhood (within five (500) feet if the property is in the Urban Growth Area Districts and within thousand (1000) feet if the property is in the Planned Development and/or Rural Districts).*

- (a) Is the proposal compatible with and sensitive to the character of the site and neighborhood relative to:
  - (i) Land uses;
  - (ii) Architectural design;
  - (iii) Scale, bulk and building height;
  - (iv) Identity and historical character;
  - (v) Disposition and orientation of buildings on the lot; and
  - (vi) Visual integrity?
- (b) Are the elements of the site plan (e.g., buildings, circulation, open space and landscaping) designed and arranged to maximize the opportunity for privacy by the residents of the immediate area?
- (c) Will the proposal maintain safe and healthful conditions within the neighborhood? *This criterion shall not be limited to the standards affecting safety and health as outlined in this land use ordinance. Additional regulations may be found in the City of Augusta Code of Ordinances as amended.*
- (d) Will the proposal have a significant detrimental effect on the value of adjacent properties (which could be avoided by reasonable modifications of the plan)? *In determining whether this criterion has been met, the Planning Board may require the applicant to submit an appraisal prepared by a State of Maine certified appraiser.*

### **(2) PLANS AND POLICIES:**

- (a) Is the proposal in accordance with the adopted elements of the 2007 Comprehensive Plan?

### **(3) 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?
- (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.
- (c) Does the proposal provide access for emergency vehicles and for persons attempting to render emergency services?
- (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?

**(4) PUBLIC FACILITIES:**

Is the proposal served by utilities with adequate capacity or have arrangements been made for extension and augmentation of the following services:

- (a) Water Supply (both domestic and fire flow);
- (b) Sanitary Sewer/subsurface waste disposal system;
- (c) Electricity/Telephone;
- (d) Storm Drainage?

**(5) 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?
- (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?
- (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?
- (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?
- (e) Shoreland and Wetland Districts: Will the proposal:
  - (i) Maintain safe and healthful conditions;
  - (ii) Not result in water pollution, erosion, or sedimentation to surface waters;
  - (iii) Adequately provide for the disposal of all wastewater;
  - (iv) Not have an adverse impact on spawning grounds, fish, aquatic life, bird or other wildlife habitat;
  - (v) Conserve shore cover and visual, as well as actual points of access to inland and coastal waters;
  - (vi) Protect archeological and historic resources as designated in the 1988 Growth Management Plan

- (vii) Avoid problems associated with flood plain development and use; and
- (viii) Conform with the provisions of Section 5.3.1, Special Shoreland Standards.

**(6) PERFORMANCE STANDARDS:**

- (a) Does the proposal comply with all applicable performance and dimensional standards as outlined in this ordinance?
- (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.
- (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.
- (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?
- (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?
- (f) Are all the signs in the proposal in compliance with provisions of this ordinance?

**(7) FINANCIAL AND TECHNICAL ABILITY:**

- (a) Does the Applicant have adequate technical ability to meet the terms of the Ordinance?
- (b) Does the Applicant have adequate financial ability to construct the development in compliance with the terms of the Ordinance?

*It is incumbent upon the Planning Board to approve the application unless it makes one (1) or more negative written findings with respect to the above applicable criteria. All decisions of the Planning Board shall be accompanied by a written statement that sets forth the precise reasons why the findings were made. Once a decision is made, the Planning Board shall inform, in writing, the applicant and the Code Enforcement Officer of its decision and its reasons therefor. Upon notification of the decision of the Planning Board, the Code Enforcement Officer, as instructed, shall immediately issue, issue with conditions prescribed by the Planning Board, or deny a Conditional Use Permit. (Ord. No. 303, 1-21-92)*

General Project Information  
AMMA LLC  
841 Riverside Drive  
Augusta Me 04330

- a. Conditional Land use application is being submitted to apply for approval to use the property located at 841 Riverside Drive in Augusta for conditional use of social services. The current building located on this site, would be split for the purpose of both non-conforming use of retail, which currently exists and conditional use of social services.
- b. No Building expansion- the proposed project will be primarily internal re-designing, with external work being primarily cosmetic in nature.
- c. The current approval is for used retail, with current approved business hours of Monday thru Sunday 9am-5pm. The current customer flow is steady with vehicles entering and exiting without concern. Proposed development would include an increase in the number of vehicles parked in the driveway at one given time. This site has previously been used for social services in 2012-2103 without any concerns by the city of the neighbors. Number of vehicles entering site on a daily basis will range from 1-2 vehicles during non-operating hours Sunday thru Wednesday, to a maximum of 30 vehicles during operating hours. This proposed development will cause an increase from current use in regards to traffic volume, and person's on site at any given time, however based on all social services being conducted inside the building; noise level is not expected to increase.
- d. Number of employees on site for largest shift will be routinely approximately 15-20 individuals. Social Services will operate 1<sup>st</sup> shift schedules only M-F.
- e. Estimated number of vehicles entering and exiting throughout the course of a day for the Social Services proposal would be 30-35 vehicles. Primarily employees entering in the morning and exiting in the evening. Approximate 10-12 of these vehicles will be customers or visitors to the site. The Social Service business will have the back parking lot 35 parking spots divided and

identified in the side parking lot. A back parking lot is available with only faint dividing identification at this time.

- f. Total square footage will remain the same after proposed development.

## Drawing Requirements for Site Plans

1-14: Please see prints provided, completed by Victor Trodella Architect & Project Management. All proposed changes to building and parking lot layout are included. All specific questions in regards to lighting, barriers, parking design has been labeled on blueprints.

### Site Plan Review Criteria for Conditional Use

1. A., i. Proposed use is sensitive to the neighborhood. To the right of the site is a tractor sales and repair business (Peabody's Tractors), and to the left of the site within a quarter mile is a convenience store (C&S Market). Site is set back from the road; noise level with proposed project is consistent with current neighborhood noise level. Traffic volume is currently 10,000.00 + and is not expected to increase with current proposal.
  - ii. Architectural design is fitting for the size of the lot, with minor exterior renovations affecting the current design.
  - iii. Scale, bulk, and building height will only be changed around the entrances to the building to allow clear visibility of each businesses entrances. No other changes to be made with this proposal.
  - iv. Site is characteristically known as a commercial building and lot and has consistently since built in 1973 been used in a means that has accommodated significant coming and going from the property. Site has consistently had the ability to safely accommodate public use. No proposed changes to the identity or historical character of the site are being proposed.
  - v. Building is set back and to the left from roadway and parking area. This disposition allows easy entering and exiting from the parking lot without any disruption to the flow of traffic or to neighbors entering and exiting their property in a safe manner. This disposition also allows for privacy for neighbors and for the lot use renter/owner of the site.

vi. Building is one level, in good repair, and has sound landscaping.

B. Building and landscaping are designed for significant privacy for all neighbors. A wood line runs parallel to adjoining neighbors properties both to the left and to the right. Building is set back significantly from the roadway, allowing for privacy for neighbors from a crossed the street. Neighbors are aware via discussion with owner of said property, and have discussed and implemented plans to clean the barrier of dead trees.

C. Proposal will maintain all levels of health and safety conditions currently in place. Proposal does not include any transportation, storage, or handling of harmful products.

D. Proposal in owners' opinion will not affect the value of neighboring land. Proposal maintains the integrity of the property and neighborhood. The neighborhood is currently a mix of small commercial businesses, similar to one being proposed and residential dwellings.

2. Yes

3. a. Traffic count for road is currently 10,000.00+ daily and a significant increase based on this proposal is not expected.

b. Safe access and exiting guidelines are currently on site; proposal includes removing 2 parking spots to the right of the entrance to the property and 1 parking spot to the right when exiting the property to ensure visibility during exiting, and a clear path for entering the property. This proposal also includes the removal of the back parking lot located behind the building to the wood line which is in significant disrepair. This area will be turned into lawn.

c. Site already includes adequate access for emergency personal in all areas of the lot, no proposed changes to impede emergency personnel access to site.

d. Entrance and parking are clearly marked in accordance with safety guidelines.

4. a. City Water is on site, no proposed changes to water system.

b. Sanitary system is private located on right lawn of building, in good standing. Commercial bathrooms are on site in good working order. No proposed changes to sanitary system. Additional bathrooms will be added to (see blueprint).

c. Electricity and Telephone, additional lines will be added internally by licensed individuals. Proposed changes to exterior wiring will be the inclusion of additional exterior lighting for the safety of those in or around the parking lot area. These external lights are clearly marked on the external blueprint provided. Site monitored through Seacoast security.

d. Storm Drainage, no proposed changes to site.

5. a. No proposed change to land, no sensitive areas identified on site.

b. No proposed changes requiring DEP or EAP standards to be addressed.

c. No proposed changes to conform to applicable DEP or EAP regulations being proposed.

d. Yes, all waste will conform with Federal, Local, and State standards. Currently complies and no proposed changes.

e. Site is not a Shore land or Wetland District. Removal of the broken tar from rear parking lot will not interrupt drainage or Wetland districts.

6. a. Proposal complies with standards, dimensions and performance changes to current location are not being proposed.

b. Noise generated from proposal is expected to be no more than current land use.

c. Proposal does not include any intense glare or heat, direct or indirect.

d. Additional exterior lighting will be placed on or around the exterior of the building facing the parking lots, with one additional light at the far left corner to ensure lighting during evening hours and safety of those coming and exiting from building. Exterior lighting is situated in a manner that does not interrupt any neighbors or create a safety hazard to traffic. Exterior lights are labeled on exterior blueprints.

e. Landscaping does not impede the ability to exit and enter site safely. Landscaping currently provides privacy to neighbors and is appealing to the neighborhood (please see Ariel photo). Trash, or other objects considered non-appealing will not be within visual site of the general public.

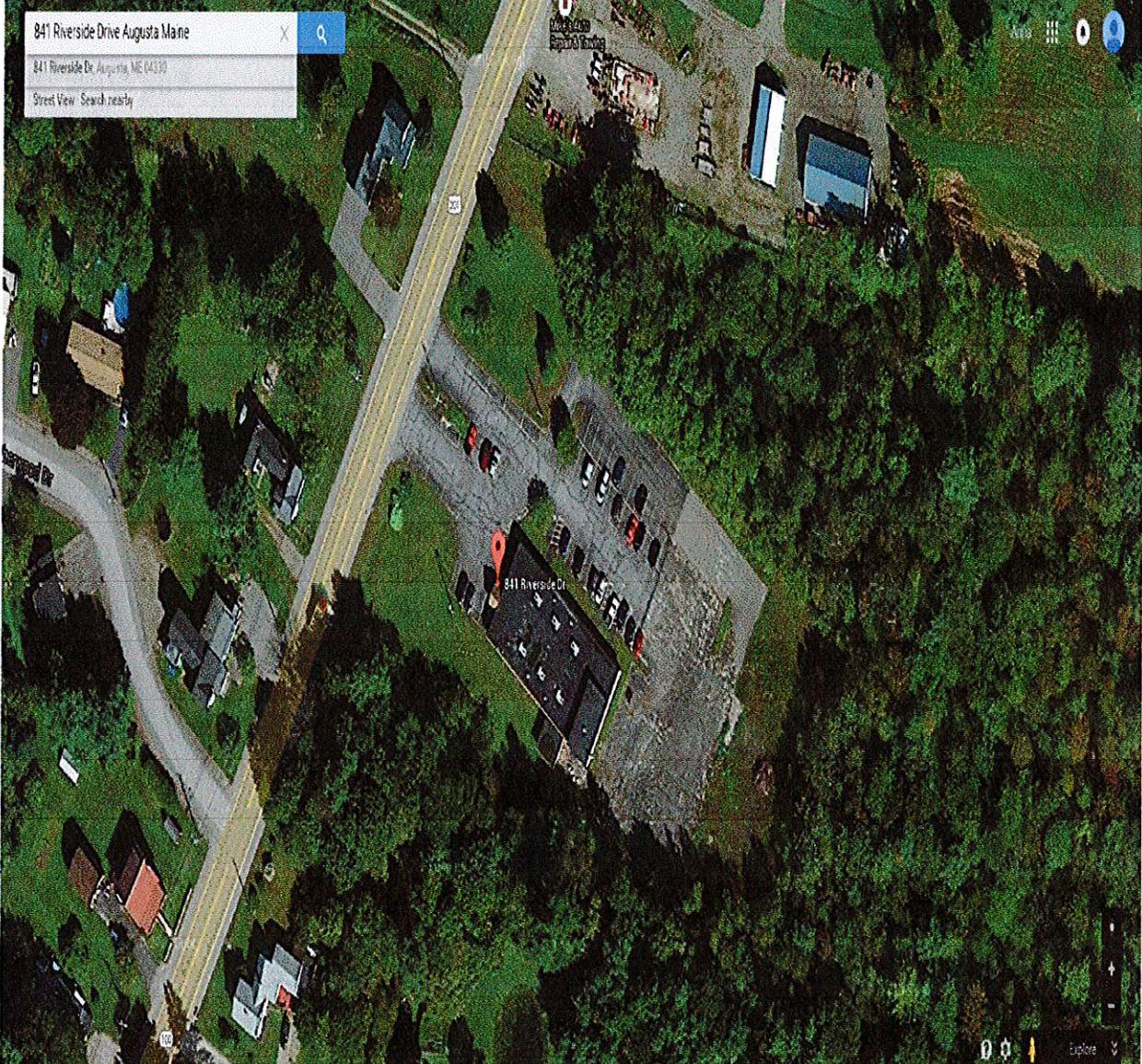
f. Current sign setup is within the provisions of the ordinance and labeled on exterior blueprint.

Additional sign will be hung below the current sign, with additional banners being requested to hang from the flagpole. A sign permit will be obtained to ensure ordinance compliance.

7. a. Applicant has owned the property since 2012 and has made technical changes in compliance with the Augusta ordinance through permits issued by the Code enforcement officer, and the Fire Marshal's office for the previous land use.

b. Applicant has the means to comply financially with this proposal.

841 Riverside Drive Augusta Maine  
841 Riverside Dr, Augusta, ME 04330  
Street View Search nearby



Received Kennebec SS.  
07/20/2012 1:02PM  
# Pages 2 Attest:  
BEVERLY BUSTIN-HATHEWAY  
REGISTER OF DEEDS

**TRANSFER  
TAX  
PAID**

**QUITCLAIM DEED  
WITH COVENANT  
(Corporate Grantor)**

**Cives Corporation**, a Delaware corporation with a permanent place of business in Augusta, County of Kennebec, State of Maine, for consideration paid, grants to

**Marjorie Averill** of Nobleboro, County of Lincoln, State of Maine, whose mailing address is P.O. Box 157, Nobleboro, Maine 04555, and

**Annalee Morris-Polley** of Augusta, County of Kennebec, State of Maine, whose mailing address is 578 Churchill Road, Augusta, Maine 04330

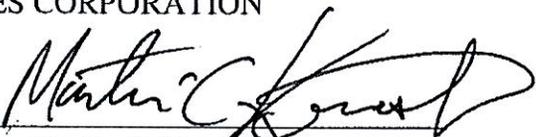
with **QUITCLAIM COVENANTS**

a certain lot or parcel of land, together with any buildings and improvements thereon, situated in **Augusta**, County of **Kennebec**, State of **Maine**, bounded and described as follows:

(SEE EXHIBIT A ATTACHED HERETO)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name, under seal, by its duly authorized officer this 20<sup>th</sup> day of July, 2012.

  
\_\_\_\_\_  
Witness

CIVES CORPORATION  
By:   
\_\_\_\_\_  
Martin C. Keniston  
Its Manager of Accounting

State of Maine  
County of Kennebec, ss.

July 20<sup>th</sup>, 2012

Then personally appeared the above-named Martin C. Keniston, Manager of Accounting of Cives Corporation and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said Cives Corporation.

Before me,

  
\_\_\_\_\_  
Name: Robert Lynch  
Notary Public/Attorney-at-Law  
Commission expires: \_\_\_\_\_

② Cumler & Lynch

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into this 30 day of January, 2014, by and among Annalee Morris-Polley ("Morris-Polley"), and Marjorie Averill ("Averill").

### RECITALS

WHEREAS, on or about December 10, 2012, Morris-Polley and Averill entered into a "Purchase Agreement," which, in part, concerned the disposition of ownership of a Maine limited liability company, AMMA, LLC (the "Company"); and

WHEREAS, the Company is the owner of certain real property commonly known as 841 Riverside Dr. Augusta Me 04330 (the "Property"); and

WHEREAS, the Property is encumbered by a first mortgage to The First, N.A. (the "Bank"), securing a note to the Bank (the "Note") executed by AMMA and guaranteed by Morris-Polley and by Averill; and

WHEREAS the Property is encumbered by a second mortgage given by AMMA to Morris-Polley; and

WHEREAS, Morris-Polley has alleged a default of the Purchase Agreement and entitlement to a transfer of the AMMA interests to her out of an escrow of those interests presently held by Alfred Frawley, Esq., as Escrow Agent; and

WHEREAS, Averill agrees to the release of the AMMA interests to Morris-Polley on the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants set forth below, Morris-Polley and Averill agree as follows:

1. Morris-Polley agrees to indemnify and hold Averill harmless from any and all claims of the Bank under the Note securing the Bank's mortgage on the AMMA Property.

2. Morris-Polley shall secure from the Bank a release of Averill's liability for the Note, whether Averill's liability to the Bank is direct or by way of guaranty, or an agreement by the Bank to do so, to be executed simultaneously with this agreement.

3. Averill agrees that she will affirmatively instruct the Escrow Agent to deliver to Morris-Polley the AMMA limited liability interests held by the Escrow Agent and otherwise fully cooperate, as need may arise, to effect a transfer of 100% of Averill's interests in AMMA to Morris-Polley. Averill agrees to execute the attached Exhibit A as instructions to the Escrow Agent. Despite, however, the transfer of control of AMMA and its property to Morris-Polley, Morris-Polley agrees that AMMA shall allow Averill through February 7, 2014, as may be necessary, for Averill to retrieve and move her Umbrella files and other materials needed for defense to the claims of the Maine Department of Health and Human Services concerning Averill and Umbrella Mental Health Services. Neither Morris-Polley, nor any representative, agent, successor, assign or employee of Morris-Polley, or any entity in which she has an interest, may remove, move or review any of said records.

4. Morris-Polley and Averill agree to take such further actions and execute and deliver such other documents as may be reasonably necessary to effectuate the provisions of this Agreement.

5. This Agreement may be executed in one or more counterpart copies, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same Agreement.

6. This Agreement constitutes the entire agreement of Averill and Morris-Polley. This Agreement may be modified only by a writing executed by Morris-Polley and Averill.

7. This Agreement shall be binding upon and inure to the benefit of Morris-Polley and Averill, together with their respective, legal representatives, successors, and assigns.

8. If, after the date of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws, such provision shall be fully severable and shall in no manner affect the validity of the remaining provisions of this Agreement.

9. Morris-Polley and Averill hereby warrant and represent that they have read this Agreement, understand it, have consulted with their respective counsel regarding its legal effect, and have all necessary authority to execute and deliver this Agreement.

10. Temporary escrow of this Agreement: This Agreement will be held in escrow by counsel for Averill, Alton Stevens, Esq., until January 31, 2014. If, before 5:00 p.m. of that day, Averill on behalf of AMMA has secured a buyer for the Property, committed in writing under a Purchase and Sale Agreement, to purchase the Property, at a price sufficient to satisfy the mortgage interests of the Bank and of Morris-Polley and who will close forthwith, or within 30 days, then this Agreement shall continue to be held in escrow, and shall become void upon the closing by the buyer and payment in full of the mortgage debt owed to Morris-Polley. If no such Purchase and Sale Agreement is provided by the time set forth above, then counsel for Averill will deliver this executed Agreement and the executed Exhibit A to counsel for Morris-Polley (and the respective counsel shall agree among themselves as to the method of delivery, to effect the speediest delivery under the circumstances). Morris-Polley or her counsel shall then deliver the attached Exhibit A to Alfred Frawley, Esq., who shall be authorized to release the AMMA interests to counsel for Morris-Polley. Upon delivery of the AMMA interests to counsel for Morris-Polley, counsel for Morris-Polley shall hold the AMMA interests in escrow, and shall

simultaneously provide copies of this fully executed Agreement to the Bank. The Bank shall then remove Averill from any obligations Averill may have to the Bank to pay the mortgage debt on the Property to the Bank. Upon confirmation from the Bank that Averill has been released from the mortgage debt to the Bank, counsel for Morris-Polley shall release the AMMA interests to Morris-Polley.

[Signature Page Follows]

By: Annalee Morris-Polley  
Annalee Morris-Polley

Date: January 30, 2014.

By: \_\_\_\_\_  
Marjorie Averill

Date: January \_\_\_\_, 2014.

**EXHIBIT A**

**INSTRUCTIONS TO ESCROW AGENT:**

I, Marjorie Averill, hereby agree with Annalee Morris-Polley that, pursuant to the Purchase Agreement dated December 10, 2012, the Escrow provided for in that Agreement may be broken and the interests in AMMA, LLC, held by you as Escrow Agent, may be delivered to Annalee Morris-Polley, or her counsel, forthwith.

Date:

\_\_\_\_\_  
Marjorie Averill

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into this \_\_\_\_ day of January, 2014, by and among Annalee Morris-Polley ("Morris-Polley"), and Marjorie Averill ("Averill").

### RECITALS

WHEREAS, on or about December 10, 2012, Morris-Polley and Averill entered into a "Purchase Agreement," which, in part, concerned the disposition of ownership of a Maine limited liability company, AMMA, LLC (the "Company"); and

WHEREAS, the Company is the owner of certain real property commonly known as 841 Riverside Dr. Augusta Me 04330 (the "Property"); and

WHEREAS, the Property is encumbered by a first mortgage to The First, N.A. (the "Bank"), securing a note to the Bank (the "Note") executed by AMMA and guaranteed by Morris-Polley and by Averill; and

WHEREAS the Property is encumbered by a second mortgage given by AMMA to Morris-Polley; and

WHEREAS, Morris-Polley has alleged a default of the Purchase Agreement and entitlement to a transfer of the AMMA interests to her out of an escrow of those interests presently held by Alfred Frawley, Esq., as Escrow Agent; and

WHEREAS, Averill agrees to the release of the AMMA interests to Morris-Polley on the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants set forth below, Morris-Polley and Averill agree as follows:

1. Morris-Polley agrees to indemnify and hold Averill harmless from any and all claims of the Bank under the Note securing the Bank's mortgage on the AMMA Property.

2. Morris-Polley shall secure from the Bank a release of Averill's liability for the Note, whether Averill's liability to the Bank is direct or by way of guaranty, or an agreement by the Bank to do so, to be executed simultaneously with this agreement.

3. Averill agrees that she will affirmatively instruct the Escrow Agent to deliver to Morris-Polley the AMMA limited liability interests held by the Escrow Agent and otherwise fully cooperate, as need may arise, to effect a transfer of 100% of Averill's interests in AMMA to Morris-Polley. Averill agrees to execute the attached Exhibit A as instructions to the Escrow Agent. Despite, however, the transfer of control of AMMA and its property to Morris-Polley, Morris-Polley agrees that AMMA shall allow Averill through February 7, 2014, as may be necessary, for Averill to retrieve and move her Umbrella files and other materials needed for defense to the claims of the Maine Department of Health and Human Services concerning Averill and Umbrella Mental Health Services. Neither Morris-Polley, nor any representative, agent, successor, assign or employee of Morris-Polley, or any entity in which she has an interest, may remove, move or review any of said records.

4. Morris-Polley and Averill agree to take such further actions and execute and deliver such other documents as may be reasonably necessary to effectuate the provisions of this Agreement.

5. This Agreement may be executed in one or more counterpart copies, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same Agreement.

6. This Agreement constitutes the entire agreement of Averill and Morris-Polley. This Agreement may be modified only by a writing executed by Morris-Polley and Averill.

7. This Agreement shall be binding upon and inure to the benefit of Morris-Polley and Averill, together with their respective, legal representatives, successors, and assigns.

8. If, after the date of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws, such provision shall be fully severable and shall in no manner affect the validity of the remaining provisions of this Agreement.

9. Morris-Polley and Averill hereby warrant and represent that they have read this Agreement, understand it, have consulted with their respective counsel regarding its legal effect, and have all necessary authority to execute and deliver this Agreement.

10. Temporary escrow of this Agreement: This Agreement will be held in escrow by counsel for Averill, Alton Stevens, Esq., until January 31, 2014. If, before 5:00 p.m. of that day, Averill on behalf of AMMA has secured a buyer for the Property, committed in writing under a Purchase and Sale Agreement, to purchase the Property, at a price sufficient to satisfy the mortgage interests of the Bank and of Morris-Polley and who will close forthwith, or within 30 days, then this Agreement shall continue to be held in escrow, and shall become void upon the closing by the buyer and payment in full of the mortgage debt owed to Morris-Polley. If no such Purchase and Sale Agreement is provided by the time set forth above, then counsel for Averill will deliver this executed Agreement and the executed Exhibit A to counsel for Morris-Polley (and the respective counsel shall agree among themselves as to the method of delivery, to effect the speediest delivery under the circumstances). Morris-Polley or her counsel shall then deliver the attached Exhibit A to Alfred Frawley, Esq., who shall be authorized to release the AMMA interests to counsel for Morris-Polley. Upon delivery of the AMMA interests to counsel for Morris-Polley, counsel for Morris-Polley shall hold the AMMA interests in escrow, and shall

simultaneously provide copies of this fully executed Agreement to the Bank. The Bank shall then remove Averill from any obligations Averill may have to the Bank to pay the mortgage debt on the Property to the Bank. Upon confirmation from the Bank that Averill has been released from the mortgage debt to the Bank, counsel for Morris-Polley shall release the AMMA interests to Morris-Polley.

[Signature Page Follows]

By: \_\_\_\_\_  
Annalee Morris-Polley

Date: January \_\_\_\_, 2014

By: Marjorie Averill  
Marjorie Averill

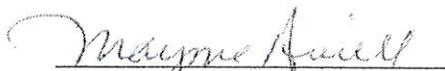
Date: January 30, 2014

**EXHIBIT A**

**INSTRUCTIONS TO ESCROW AGENT:**

I, Marjorie Averill, hereby agree with Annalee Morris-Polley that, pursuant to the Purchase Agreement dated December 10, 2012, the Escrow provided for in that Agreement may be broken and the interests in AMMA, LLC, held by you as Escrow Agent, may be delivered to Annalee Morris-Polley, or her counsel, forthwith.

Date: 1/30/2014

  
\_\_\_\_\_  
Marjorie Averill