

SURVEYING ENGINEERING LAND PLANNING

Northeast Civil Solutions

INCORPORATED

381 Payne Road
Scarborough
Maine 04074

January 7, 2016

Matt Nazar, Director of Development Services
City of Augusta
City Center Plaza
16 Cony Street
Augusta, ME 04330

tel

207.883.1000
800.882.2227

**RE: Franklin Land Associates - Proposed Retail Store -296 Eastern Avenue
Development Review Application**

fax

207.883.1001

Dear Matt:

On behalf of Franklin Land Associates, LLC, we are pleased to submit the attached site plan packet and appurtenant information regarding our request for development review of a proposed retail store on Eastern Avenue. The property at 296 Eastern Avenue currently supports an old foundation near the easterly side of the 2.37-acre parcel. Further identified as lot 9 on Augusta tax map 57, the lot is in the Planned Development (PD) district. It is not in a Shoreland or Resource Protection zone, is not in a flood hazard area, has no wetlands on the site, and is served by public water and sewer. We would like to meet with the Planning Board at the earliest opportunity to present the project and review it with Board members.

Please find the attached project narrative for more details on the proposed development. The application fee (\$2,000) will be forwarded to you under separate cover by Franklin Land Associates, LLC. If you have any questions or comments regarding the development please don't hesitate to contact me.

Sincerely,
Northeast Civil Solutions, Inc.

Lee Allen, P.E.
Vice President

Cc: Jim Fisher, NCS
Jason Horowitz, GBT Realty
Bob Gage, GBT Realty

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

Address of Proposed development: 296 EASTERN AVE		
Zone(s): PLANNED DEVELOPMENT (PD)		
Project Name: DOLLAR GENERAL RETAIL STORE		
Existing Building (sq. ft.): 0	Proposed Building (sq. ft.): 9,100	
Existing Impervious (sq. ft.): 0	Proposed Impervious (sq. ft.): 32,000	
Proposed Total Disturbed Area of the Site: 61,000 (1.4 AC)		
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: DONALD & THERESE RODRIGUE PO BOX 2632 AUGUSTA, MAINE Phone #: (207) 215-7355 Cell #: e-mail:	Applicant's Name/Address: FRANKLIN LAND ASSOCIATES 9010 OVERLOOK BLVD BRENTWOOD, TN 37027 Phone #: (615) 370-0670 Cell #: e-mail: jhorowitz@gbtractly.com	Consultant's Name/Address: NCS, INC 381 PAYNE ROAD SARBOROUGH, ME 04074 Phone #: (207) 883-1000 Cell #: e-mail: lu.allen@northeaststorm.com solutions.com
Tax Map #: 57	Lot Size (acres): 2.37	Form for Evidence of Standing (deed, purchase and sale agreement, other):
Lot #: 9	Frontage (Feet): 270.82	PCS
For Staff Use		
Fee Calculation: Major Development max fee is \$4,000; Minor Development max fee is \$1,000 Major Development: \$2,000 + (number of sq ft over 25,000 x \$0.15) = Minor Development: \$250 + (number of sq ft over 5,000 x \$0.15) = All Development: Number of Abutters x (1oz First Class postage fee + \$0.15) = Total Fee:		
Signatures		
Applicant: _____	Date: _____	
Owner: _____	Date: _____	
Agent:  _____	Date: 1/7/2016	

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

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)	X	
t. Compliance with Plans and Policies (6.3.4.2)	X	
u. Traffic Pattern, Flow, and Volume analysis (6.3.4.3)	X	
v. Public facilities – Utilities including stormwater (6.3.4.4)	X	
w. Resource protection and the environment (6.3.4.5)	X	
x. Performance Standards (6.3.4.6)	X	
y. Financial and Technical Ability (6.3.4.7)	X	

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	X	
10 copies of the deed, Purchase & Sale agreement, or other document to show standing	X	
3 copies of any stormwater report	X	
2 copies of any traffic report	X	
6 reduced-sized copies of the complete plan set on 11" x 17" size paper	X	
4 full-sized copies of the complete plan set on ANSI D or E size paper	X	
10 copies of a letter authorizing the agent to represent the applicant	X	
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.)	X	
Electronic Copy		
1 CD that includes each of the application documents in Adobe PDF format	X	

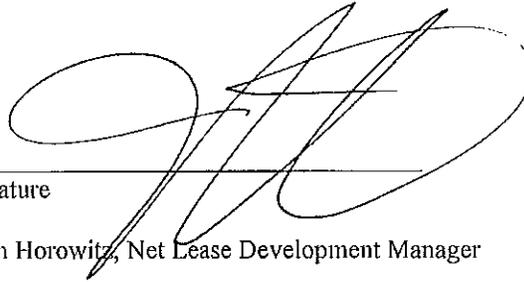
For Official Use:

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

December 16, 2015

To Whom It May Concern:

I, Jason Horowitz of Franklin Land Associates, LLC, authorize Northeast Civil Solutions, Inc. to sign any and all applications, permit requests, and other paperwork in conjunction with obtaining final municipal and state approvals for the project located on Eastern Avenue in Augusta, Maine.



Signature

12-16-15
Date

Jason Horowitz, Net Lease Development Manager

Project Narrative: Development Review Application

a. Pollution – Undue water or air pollution:

No proposed use on the site will cause any undue water or air pollution.

b. Water – Sufficient potable water:

The development will be tied to the public water supply that is available along Eastern Ave where sufficient potable water is available. The 6" water main is located on the northern side of Eastern Ave.

c. Municipal Water:

The development will use less water than a typical residential use (approximately 50-60 gallons per day); sufficient water is available for project.

d. Soil Erosion – unreasonable soil erosion:

The site will require a Maine DEP Stormwater Permit-by-Rule and be required to meet the permits strict basic standards. The basic standards require erosion control measures for the duration of construction. The site will be completely stabilized before any temporary erosion control measures are removed. (Refer to Erosion Control Plans and Details in the plan set)

e. Road Congestion and Safety:

Please see the traffic study completed by Traffic Solutions, Dated December 2015 for more details on the impact of traffic due to this development. The proposed plan will require the construction of a left turning lane. (Refer to Off-Site Improvement Plan)

f. Sewage waste disposal – adequate provisions:

The development will be connected to the municipal sewer system and will generate roughly 50-60 gallons of waste water per day, easily within the capacity of the municipal treatment capacity.

g. Solid Waste – adequate provisions:

Screened dumpsters will be located on the site and a contract with a local waste disposal company will be in place before occupancy of the building.

h. Aesthetic, cultural, and natural values:

The building will be a modern steel building with an architectural block front façade and will not detract from the neighboring aesthetic, cultural or natural values.

i. Conformity with city ordinances and plans:

The proposed plan meets all applicable city codes and ordinances.

j. Financial and Technical Capacity:

Northeast Civil Solutions, Inc. is providing engineering and permitting services for this project. Please see the Technical Capacity attached to this application. Financial capacity is being provided by First Tennessee Bank; please see the attached letter describing the bank's commitment to the project.

k. Surface water, shoreland, outstanding rivers:

The site is not located in the shoreland zone nor is it near any open water.

l. Ground water – negative impact:

There is no proposed use that would have a negative impact on groundwater.

m. Flood areas:

The site is not located in a flood zone.

n. Freshwater wetlands – description of impacts:

No freshwater wetlands are located on the site.

o. Stormwater – management plans:

The increase in stormwater runoff created by the development will be collected and retained in a shallow pond behind the store. An outlet control structure will reduce offsite peak flows to levels below existing conditions and therefore improve downstream conditions. Please see the stormwater report and site and grading plans for more detail about the proposed system.

p. Access to direct sunlight:

The building will be a single story with a maximum height of 20 feet and will not block sunlight from neighboring properties. The existing trees in the location of the proposed store are mature trees and are greater than 20 feet in height.

q. State Permits – description of requirements:

The site will require the following state permits

- Maine DEP Stormwater Permit-by-Rule
- Maine DOT Driveway Entrance Permit
- State Fire Marshal Permit

r. Outdoor Lighting – description of lighting plans:

Lighting will be designed to meet the city ordinance with full cut off light fixtures and no light trespass across the property line. Lights will be shut off at night when the store is not in operation.

s. Neighborhood Compatibility – description per ordinance:

The proposed retail store, at one story with a 9100 s.f. footprint, would sit in the middle of the lot with its front façade facing Rt. 17 (Eastern Avenue). The immediate neighborhood consists of a commercial building directly across the street, a commercial building (The

Country Store) abutting the lot on the west, and a vacant residential house that is for sale to the east. Additional commercial structures are located at the intersection of Eastern Avenue and Cony Road (approximately 400 feet eastward of the property), as well as along the road in a westerly direction. The rear of the lot is abutted by a 15-building housing complex off of New England Road.

The proposed use of the land is compatible with the uses of other properties in the vicinity, and the sight distances for traffic along Eastern Avenue far exceed the minimum requirements (the posted speed limit is 35 mph).

Architectural design is newer and more contemporary than many other commercial structures in the vicinity, which include a collision center, a take-out restaurant, and a barber shop

At just over 9,000 s.f., the proposed one-story building is similar in scale to others in the vicinity (larger than some, smaller than others). Many of the commercial and multi-family residential structures in the vicinity are two and three stories high.

The historical character of structures in the area is limited. The proposed store will have a brick and metal façade and will sit back from the road approximately 110'.

The orientation of the proposed structure has its front facing Rt. 17; the rectangular building will have parking along the front and easterly side of the lot.

Visual integrity of the structure is enhanced by it being set back from the road by over 100', and with an existing five-foot-high earthen berm along the right-of-way that effectively reduces the appearance of height even further.

The site plan reflects a wooded buffer that will screen the residential structures to the east and south (rear) of the property.

There will be no unsafe or unhealthful conditions within the neighborhood caused by the proposed building. This building will serve as a simple retail store that does not emit pollution, odors, excessive lighting, or any other health concerns.

t. Compliance with Plans and Policies:

The 2007 Comprehensive Plan deals with enhancing city character and the services the city provides to its citizens. It deals with expansion of the city and growth along its major arteries, and the property with which we are dealing was chosen specifically because it complies with the desire for growth, is in existing area earmarked for such growth, and is compatible with existing commercial uses in that area. From architectural character and building placement on the lot to traffic patterns and stormwater management, this project fits exceptionally well into the zoned area that encourages this type of growth.

The proposed retail store will provide more jobs, have a very limited impact on services, will provide availability of retail services beyond large malls, and will expand the tax base with no schools impact. It also enhances safety by providing on-site parking, is in a location easily accessible to the population that lives in the area, will help encourage more growth in that area of the city, and will not negatively impact the environment. By continuing to revitalize the area of Rt. 17, provide retail services to an older population that may have challenges accessing the city center, and providing a "face lift" to the area as defined in the Compliance Plan, this project conforms to that plan and to the vision of Augusta's future.

u. Traffic Pattern, Flow and Volume analysis:

Please see the traffic study completed by Traffic Solutions, Dated December 2015 for more details on the impact of traffic due to this development. The proposed plan will require a turning lane and the offsite improvements are included in the plan set.

v. Public facilities – Utilities including stormwater:

The proposed Dollar General Store is to be served by Municipal Water from the existing service that is already located at the edge of the property. The water main is located on the far side of Eastern Avenue. The design flows for a Dollar General Store are approximately 50-60 gal/day, which is less than a typical single family home. Since the store is less than 10,000 sf in size it is not required to be sprinkled per the State Fire Marshall's Office.

The 9,100 sf retail store is proposing to hook into the municipal sanitary sewer system with a 4" service connection. Similar to the water service the 50-60 gal/day design flow is less than a single family home and will not present any capacity issues with the City of Augusta Sanitary Sewer System.

Electric, telephone and cable will be run overhead from a pole located across Eastern Avenue. Due to the distance to the mechanical/electric room within the store it will be necessary to set two service poles on the property.

Stormwater runoff from the proposed impervious areas such as the paved parking area and building roof will be collected in a closed drainage system and directed to a detention pond located at the southwest corner of the site. Post development peak flows from the site have been designed to be less than the pre-development peak flows.

w. Resource protection and the environment:

The development of the Dollar General does include any sensitive areas such as erodible or shallow soils, wetlands, aquifer recharge areas, floodplain or slopes over 15%.

The proposed store does not create any odor, dust, fumes or gases which would be applicable to any local, state or federal standards.

The proposed development will conform to local, State DEP and Federal EPA water quality and erosion and sedimentation control standards. The project will require a Maine DEP

Stormwater Permit By Rule in which all proposed erosion and sedimentation control Best Management Practices (BMP's) are reviewed by the DEP. These erosion and sedimentation control practices are detailed in the plans with narrative, details and site specific erosion and sedimentation control plans.

The retail store will discharge wastewater through a 4" service pipe tied to the municipal sanitary sewer system. The waste discharged from each store is generated from bathroom sinks, toilets, and a public water fountain, none of which would be classified as industrial waste. Dollar General is a large chain store with over 11,500 stores across the United States. With so many stores historical water data is available for each store which on average is approximately 50-60 gal/day, less than a typical single family residence. It is understood that the City of Augusta Wastewater Treatment Plant adheres to Maine DEP and EPA standards for discharge of treated wastewater.

This project is not located within any shoreland, wetland districts or floodplains. Additionally no wetland areas are located on this parcel.

x. Performance Standards:

The proposal complies with all applicable performance and dimensional standards for the Planned Development (PD) Zoning District please refer to the building location and dimensional property line setbacks as shown on the Site Plan.

This project will not generate any noise that would exceed the performance levels specified in the performance standard section of the ordinance.

The proposed building and project will not generate any intense glare or heat. The proposed sight lighting is Dark Sky Compliant with the use of down lighting. The lights are only used until the store is closed and then are shut off with only low level security lighting remaining on until dusk. The sign in front and on the building is also lit, but again only during store hours (10a-10p). A photometric plan will be prepared, as part of the Site Plan application, to prove that lighting levels on the ground does not project excessive light onto the abutting properties.

The proposed landscaping plan indicates 5 street trees (Hedge Maples) along the front of the site which in conjunction with proposed and existing grades effectively screens the parking area from the roadway and local residences. Additionally, the dumpsters are screened with shrubs and a stockade fence.

The store will be equipped with a pylon sign and building mounted signage that will be in conformance with the City of Augusta sign ordinance.

y. Financial and Technical Ability:

Northeast Civil Solutions, Inc. is providing engineering and permitting services for this project. Please see the Technical Capacity attached to this application. Financial capacity is

being provided by First Tennessee Bank; please see the attached letter describing the bank's commitment to the project.

CITY OF AUGUSTA, MAINE

Conditional-Use Application

I. Applicant / Owner Information

1. Applicant Name: <u>FRANKLIN LAND ASSOCIATES</u>
Mailing Address: <u>9010 OVERLOOK BLVD, BRENTWOOD TN 37027</u>
Phone Number: <u>(615) 370-0670</u> Email Address: <u>jhorowitz@gbtrealty</u>
2. Authorized Agent: <u>NORTHEAST CIVIL SOLUTIONS, INC</u>
Mailing Address: <u>381 PAYNE ROAD, SCARBOROUGH, ME 04074</u>
Phone Number: <u>(207) 883-1000</u> Email Address: <u>lee.allen@northeastcivilsolutions.com</u>
3. Property Owner Name: <u>DONALD & THERESE RODRIQUE</u>
Mailing Address: <u>PO BOX 2362, AUGUSTA, ME</u>
Phone Number: <u>(207) 215-7355</u> Email Address: _____
4. Which form of required "evidence of standing" is being submitted with this application?:
<input type="checkbox"/> Deed <input type="checkbox"/> Signed Lease Contract <input checked="" type="checkbox"/> Signed Purchase/Sale/Option Agreement
<input type="checkbox"/> 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.) 2.37 7. Lot Frontage: (ft.) 270.82 8. Zoning District(s): PD

9. Project Location : EASTERN AVENUE 57-9
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: 
 Signature of Property Owner: _____
 Today's Date: 12/17/2015

12. Checklist of Required Submission Materials:

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

For Official Use:

\$50 Conditional Use Application Fee Paid. Received By (Initials): _____ Date: _____
 \$ _____ Abutter Notification Fee Paid. Received By (Initials): _____ Date: _____



SURVEYING ENGINEERING LAND PLANNING

Northeast Civil Solutions

INCORPORATED

December 17, 2015

381 Payne Road
Scarborough
Maine 04074

Matt Nazar, Director of Development Services
City of Augusta
City Center Plaza
16 Cony Street
Augusta, ME 04330

tel

207.883.1000
800.882.2227

RE: Franklin Land Associates - Proposed Retail Store -296 Eastern Avenue

Dear Matt:

fax

207.883.1001

On behalf of Franklin Land Associates, LLC, we are pleased to submit the attached site plan packet and appurtenant information regarding our request for conditional use review of a proposed retail store on Eastern Avenue. The property at 296 Eastern Avenue currently supports an old foundation near the easterly side of the 2.37-acre parcel. Further identified as lot 9 on Augusta tax map 57, the lot is in the Planned Development district. It is not in a Shoreland or Resource Protection zone, is not in a flood hazard area, has no wetlands on the site, and is served by public water and sewer. We would like to meet with the Planning Board at the earliest opportunity to present the project and review it with Board members.

Pursuant to Section V of the Application (Site Plan Review Criteria for Conditional Uses) regarding neighborhood compatibility, the following applies:

1. NEIGHBORHOOD COMPATIBILITY: The proposed retail store, at one story with a 9100 s.f. footprint, would sit in the middle of the lot with its front façade facing Rt. 17 (Eastern Avenue). The immediate neighborhood consists of a commercial building directly across the street, a commercial building (The Country Store) abutting the lot on the west, and a residential house to the east. Additional commercial structures are located at the intersection of Eastern Avenue and Cony Road (approximately 400 feet eastward of the property), as well as along the road in a westerly direction. The rear of the lot is abutted by a 15-building housing complex off of New England Road.

1a (i): The proposed use of the land is compatible with the uses of other properties in the vicinity, and the sight distances for traffic along Eastern Avenue far exceed the minimum requirements (the posted speed limit is 35 mph).
(ii) Architectural design is newer and more contemporary than many other commercial statutes in the vicinity, which include a collision center, a take-out restaurant, and a barber shop.

- (iii) At just over 9000 s.f., the proposed one-story building is similar in scale to others in the vicinity (larger than some, smaller than others). Many of the commercial and multi-family residential structures in the vicinity are two and three structures high.
- (iv) The historical character of structures in the area is limited. The proposed store will have a brick and metal façade and will sit back from the road approximately 110’.
- (v) The orientation of the proposed structure has its front facing Rt. 17; the rectangular building will have parking along the front and easterly side of the lot.
- (vi) Visual integrity of the structure is enhanced by it being set back from the road by over 100’, and with an existing five-foot-high eastern berm along the right-of-way that effectively reduces the appearance of height even further.

1b: The site plan reflects a wooded buffer that will screen the residential structures to the east and south (rear) of the property.

1c: There will be no unsafe or unhealthful conditions within the neighborhood caused by the proposed building. This building will serve as a simple retail store that does not emit pollution, odors, excessive lighting, or any other health concerns.

1d: Given the commercial nature of most other properties in the vicinity, and the extended ages of many of the structures there, the proposed new building will typically enhance the value of those properties.

2. COMPREHENSIVE PLAN: The 2007 Comprehensive Plan deals with enhancing city character and the services the city provides to its citizens. It deals with expansion of the city and growth along its major arteries, and the property with which we are dealing was chosen specifically because it complies with the desire for growth, is in existing area earmarked for such growth, and is compatible with existing commercial uses in that area. From architectural character and building placement on the lot to traffic patterns and stormwater management, this project fits exceptionally well into the zoned area that encourages this type of growth.

The proposed retail store will provide more jobs, have a very limited impact on services, will provide availability of retail services beyond large malls, and will expand the tax base with no schools impact. It also enhances safety by providing on-site parking, is in a location easily accessible to the population that lives in the area, will help encourage more growth in that area of the city, and will not negatively impact the environment. By continuing to revitalize the area of Rt. 17, provide retail services to an older population that may have challenges accessing the city center, and providing a “face lift” to the area as defined in the Compliance Plan, this project conforms to that plan and to the vision of Augusta’s future.

3. TRAFFIC PATTERN FLOW AND VOLUME: 3a. The proposal for the store generates approximately 65 trips in the PM Peak Hour. In order to mitigate this amount of traffic a left turn lane will be required to safely accommodate turning movements into the site. The site, located on Eastern Avenue, approximately 500 feet west of the traffic signal at Cony Road and Eastern Avenue.

3b. The site driveway is located on Eastern Avenue and has in excess of 400 feet of sight distance (350 ft required) in either direction which is required for the design speed of 35 mph. The site driveway is designed with a single 12 foot entry lane and a 12 foot left and right turn exit lane. The total width of the curb cut is 36 feet which exceeds the minimum requirement for a two way driveway rendering this a safe driveway.

3c. The layout of the site is designed with a main 36 ft circulation aisle and side aisle of 30 ft to accommodate safe delivery of product from a WB-67 tractor trailer vehicle. In addition to allowing the truck to turnaround on-site, the site will easily allow safety vehicle access in the wide aisles without conflict with parked vehicles.

3d. The entrance and parking layout with the wider than normal circulation aisles provides safe, smooth and convenient access to the store. The parking requirements state that 1 spot per 200 sf of Gross Floor Area. The proposed building is 9,100 sf which requires 46 parking spaces; 46 spaces have been provided. Additionally, the store is designed with an 18ft x 56ft concrete pad for loading and unloading of deliveries. This space is more than adequate for the loading needs of this store.

4. PUBLIC FACILITIES: 4a. The proposed Dollar General Store is to be served by Municipal Water from the existing service that is already located at the edge of the property. The water main is located on the far side of Eastern Avenue. The design flows for a Dollar General Store are approximately 50-60 gal/day, which is less than a typical single family home. Since the store is less than 10,000 sf in size it is not required to be sprinkled per the State Fire Marshall's Office.

4b. The 9,100 sf retail store is proposing to hook into the municipal sanitary sewer system with a 4" service connection. Similar to the water service the 50-60 gal/day design flow is less than a single family home and will not present any capacity issues with the City of Augusta Sanitary Sewer System.

4c. Electric, telephone and cable will be run overhead from a pole located across Eastern Avenue. Due to the distance to the mechanical/electric room within the store it will be necessary to set two service poles on the property.

4d. Stormwater runoff from the proposed impervious areas such as the paved parking area and building roof will be collected in a closed drainage system and directed to a detention pond located at the southwest corner of the site. Post development peak flows from the site have been designed to be less than the pre-development peak flows.

5. RESOURCE PROTECTION AND ENVIRONMENT: 5a. The development of the Dollar General does include any sensitive areas such as erodible or shallow soils, wetlands, aquifer recharge areas, floodplain or slopes over 15%.

5b. The proposed store does not create any odor, dust, fumes or gases which would be applicable to any local, state or federal standards.

throughout New England in its 22 year history. NCS is representing Franklin Land Associates, real estate developer, for the development of the Dollar General Store.

7b. Attached please find letter from the First Tennessee Bank indicating a construction line of credit of \$40,000,000 to develop and construct Dollar General Stores across the country. It is anticipated that the building and site construction costs for this project will be around \$750,000.

Sincerely,
Northeast Civil Solutions, Inc.

A handwritten signature in black ink that reads "Lee Allen". The signature is written in a cursive, flowing style.

Lee Allen, P.E.
Vice President

Cc: Jim Fisher, NCS
Jason Horowitz, GBT Realty
Bob Gage, GBT Realty



Commercial Real Estate Lending
1214 Murfreesboro Road, Suite 110
Franklin, TN 37064

December 23, 2013

Re: GBT Realty Corporation's \$40,000,000 Dollar General BTS Construction Facility

To Whom It May Concern:

First Tennessee Bank has a committed \$40,000,000 construction line of credit for the purpose of developing Dollar General Stores across the country. We have financed numerous Dollar General Stores under this facility and GBT has performed in a very satisfactory manner.

If you have any questions regarding GBT's financial capacity, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Eric Sullenger'.

Eric Sullenger
Senior Vice President
Commercial Real Estate
615-791-5236
egsullenger@firsttennessee.com

**NO TRANSFER
TAX PAID**

Foster lot
Augusta, Maine

TRUSTEES' DEED OF DISTRIBUTION

KNOW ALL BY THESE PRESENTS, THAT WE, DONALD S. RODRIGUE and THERESE C. RODRIGUE, of Jefferson in the County of Lincoln and State of Maine, the currently acting Trustees of the RODRIGUE LIVING TRUST under agreement dated May 18, 1993 (the "Trust"), a revocable trust which said Donald S. Rodrigue and Therese C. Rodrigue established, as Grantors, do hereby transfer, grant and release to said DONALD S. RODRIGUE and THERESE C. RODRIGUE, in each of their individual capacities, with a mailing address of P.O. Box 928, Jefferson, Maine 04348, as joint tenants with rights of survivorship and not as tenants in common, the following real property located in Augusta, County of Kennebec and State of Maine as more particularly described as follows:

Real estate and improvements situated on the east side of the Kennebec River, so-called, and on the southerly side of Eastern Avenue, so-called, also known as the Thomaston Road, in said Augusta, and being the same premises received by said Donald S. Rodrigue and Therese C. Rodrigue, as Trustees of the Rodrigue Living Trust, under a deed from said Donald S. Rodrigue, dated June 14, 1993 which deed was recorded in the Kennebec County Registry of Deeds in Book 5637 at Page 111.

TO HAVE AND TO HOLD, the aforegranted premises with all the privileges and appurtenances thereof unto said Donald S. Rodrigue and Therese C. Rodrigue, their heirs and assigns forever. Donald S. Rodrigue and Therese C. Rodrigue, in their capacities as Trustees of the Trust, do hereby covenant to and with said Donald S. Rodrigue and Therese C. Rodrigue that they are the lawful Trustees of the Trust; that they have the power under the Trust to deliver and distribute as aforesaid; and that in making this distribution they have in all respects, acted pursuant to the authority granted in and by the Trust and by the power conferred by law.

IN WITNESS WHEREOF, the undersigned, DONALD S. RODRIGUE and THERESE C. RODRIGUE, each in their fiduciary capacity, hereunto set their hands and seals this 12th day of October, 2005.

SIGNED, SEALED AND DELIVERED
in the presence of:

Mattha S. Mailick
Witness

Donald S. Rodrigue
Donald S. Rodrigue, Trustee of the
Rodrigue Living Trust under
agreement dated May 18, 1993

Mattha S. Mailick
Witness

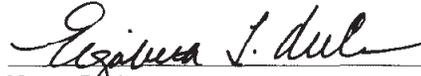
Therese C. Rodrigue
Therese C. Rodrigue, Trustee of the
Rodrigue Living Trust under
agreement dated May 18, 1993

McCANDLESS LLC • Portland, ME 04101

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STATE OF MAINE
COUNTY OF CUMBERLAND

On this 12th day of October, 2005, personally appeared before me the above-named DONALD S. RODRIGUE and THERESE C. RODRIGUE and acknowledged the foregoing instrument to be their free acts and deeds in their capacities as Trustees of the Rodrigue Living Trust under agreement dated May 18, 1993.



Notary Public

ELIZABETH T. MCCANDLESS
Notary Public of Maine
My Commission Expires: January 1, 2008

SEAL

Received Kennebec SS.
10/17/2005 9:32AM
Pages 2 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Agreement") is made and entered into as of the date of full execution of this Agreement (the "Effective Date") by and between DONALD S & THERESE C RODRIGUE ("Seller") and FRANKLIN LAND ASSOCIATES, L.L.C., a Tennessee limited liability company ("Buyer").

WITNESSETH

For and in consideration of Ten Dollars (\$10.00), the agreements made herein, and other good and valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Property. Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon and subject to the terms and conditions herein set forth, that certain tract or parcel of land described as approximately 2 acres of land, on the south side of Eastern Avenue, commonly known as the City of Augusta parcel number 57-9 in Kennebec County, ME (the "Property"), which is further depicted on **Exhibit "A"** attached hereto and incorporated herein.

2. Earnest Money. Two Thousand Dollars (\$2,000.00), to be deposited with Monument Title Company, as agent for First American Title Insurance Company (hereinafter "Escrow Agent") within five (5) business days after the Effective Date, paid in accordance with the terms and provisions of this Agreement. All interest earned on the Earnest Money shall be the property of Buyer. Buyer and Seller shall defend, indemnify and hold the Escrow Agent harmless from all damages, costs, claims and expenses arising from performance of its duties as Escrow Agent including reasonable attorneys' fees, except for those damages, costs, claims and expenses directly resulting from the gross negligence or willful misconduct of the Escrow Agent. In the event of a dispute between Buyer and Seller as to the disposition of the Earnest Money, Escrow Agent shall have the right to continue to hold in escrow the Earnest Money pending receipt of joint written instructions from Buyer and Seller or deposit the Earnest Money with a court to be held until the dispute is resolved. By way of disclosure, Escrow Agent is a wholly-owned subsidiary of the law firm of Bernstein Shur, Buyer's local counsel.

3. Purchase Price. One Hundred Forty Five Thousand and 00/100 Dollars (\$145,000.00).

4. Closing. Ten (10) days after the end of the Inspection Period (the "Closing Date").

5. Obligations at Closing. At Closing, Seller shall deliver to Buyer, or Buyer's designee, a general warranty deed conveying to Buyer or its designee good and marketable title in fee simple to the Property, subject only to exceptions acceptable pursuant to Paragraph 6 below, and all other documents required by the Escrow Agent for closing, pay for Seller's attorney's fees and all other cost incurred by Seller or required to be paid by Seller pursuant to any other provision of this Agreement, and surrender the Property to Buyer. At Closing, Buyer shall pay the Purchase Price, as adjusted, pay for Buyer's attorney's fees, costs of recording the deed, transfer taxes, title, survey, and any costs associated with financing the purchase of the Property, and all other cost incurred by Buyer or required to be paid by Buyer pursuant to any other provision of this Agreement. Real property taxes will be prorated as of the Closing Date.

6. Inspection Period. Buyer's agents, employees and independent contractors shall have a period of ninety (90) business days after the Effective Date (the "Inspection Period") in which to conduct, at Buyer's sole expense, such physical, environmental, engineering and feasibility reports, inspections, examinations, tests and studies as Buyer deems appropriate. Seller shall provide Buyer copies of all materials pertaining to the Property to Buyer within ten (10) days after the Effective Date.

If Buyer terminates this Agreement before the end of the Inspection Period, all Earnest Money, except for \$100.00, which is paid as independent consideration to Seller, shall be returned to Buyer. If Buyer terminates this Agreement after the end of the Inspection Period, all Earnest Money shall be sent to Seller, unless Seller defaults under this Agreement, in which case the Earnest Money shall be returned to Buyer. Upon the

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termination of this Agreement pursuant to this subparagraph, the parties shall be relieved of any further obligations hereunder.

If Buyer intends to proceed with the Closing of its purchase of the Property, then Buyer shall, on or before the expiration of the Inspection Period, notify the Seller and/or Escrow Agent in writing as provided in this Agreement of Buyer's intent to proceed with the Closing of its purchase of the Property, subject to all of the other terms and conditions hereof.

Buyer may extend the Inspection Period for five (5) thirty (30) business day periods upon the payment to the Escrow Agent on or before the date of the expiration of the original time period of the Inspection Period, or extension thereof, of an amount of One Thousand Dollars (\$1,000.00) per extension period required, held in escrow per the terms and conditions described herein and shall be applicable to the Purchase Price at Closing.

7. Survey and Title. Buyer shall be responsible for obtaining an updated survey of the Property and a title policy commitment. Upon receipt of notice of any objections to title or survey, Seller shall have fifteen (15) days after receipt of such notice to satisfy or cure such objections to Buyer's satisfaction. If Seller fails or declines to satisfy the same within such period, the Buyer, at Buyer's option, may terminate the Agreement and all Earnest Money shall be returned to Buyer. Seller acknowledges that Seller is responsible for the removal of any tenant of the Property, and that any tenant must have vacated the property with sufficient notice under any applicable lease prior to the end of the Inspection Period, and Seller must provide Buyer with copies of all leases and all notices sent to tenants.

8. Commissions. Seller and Buyer warrant and represent to each other that they have not employed or dealt with any real estate agent or broker relative to the sale and purchase of the Property. Each party hereby agrees to indemnify and hold harmless the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any other agents or brokers with whom such party may have dealt.

9. Representations and Warranties and Covenants of Seller. Seller warrants and represents and covenants to Buyer that there are no actions, suits or proceedings pending or threatened against, by or affecting Seller or the Property; Seller has the authority to convey the Property to Buyer without the joinder of any other person or entity; other than as disclosed to Buyer, there are no environmental hazards on the Property; on the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property; and the Property will be delivered to Buyer at Closing free and clear from any leases, contracts and tenants in possession. Each representation and warranty of Seller contained in this Agreement shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material respects.

10. Damage and Condemnation. Seller shall notify Buyer promptly upon the occurrence of any damage, destruction, taking or threat of taking affecting the Property.

11. Default. If Buyer defaults, Seller may terminate this Agreement by written notice to Buyer, whereupon the Earnest Money, and any other deposits, if any, hereunder shall be paid to Seller as full and complete liquidated damages for the default of Buyer, in which event neither party shall have any further rights, obligations, or liabilities under this Agreement. If Seller defaults, Buyer may avail itself of the remedy of specific performance or terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be refunded to Buyer as full and complete liquidated damages for such default and Seller shall reimburse Buyer for all out-of-pocket expenses.

12. Assignment. Buyer may at any time assign or transfer its interest in this Agreement, with notice to Seller. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective legal representatives, successors and assigns.

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13. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state in which the Property is located.

14. Miscellaneous. Time shall be of essence in the performance of the terms and conditions of this Agreement. In the event any time period specified in this Agreement expires on a Saturday, Sunday or bank holiday on which national banks are closed for business, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or bank holiday. For purposes of this Agreement, business days shall be Monday through Friday, excluding any Federal holidays. All captions, headings, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular paragraphs and subparagraphs by number refer to the paragraph or subparagraph so numbered in this Agreement. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property. This Agreement contains the sole and entire understanding between Seller and Buyer with respect to the transactions contemplated by this Agreement, and all promise, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect unless by a written Agreement executed by or on behalf of the parties to this Agreement in the same manner as this Agreement is executed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. In addition, this Agreement may be transmitted between the parties via facsimile, and signatures transmitted by facsimile shall be deemed originals and shall be binding upon the parties. Seller agrees that the terms of this Agreement shall be deemed confidential in nature and shall not be disclosed to any third parties by Seller without the prior written consent of Buyer. In the event of any litigation arising out of this Agreement, the party prevailing in obtaining the relief sought, in addition to all other sums that it may be entitled to recover, shall be entitled to recover from the other party its reasonable attorneys' fees and expenses incurred as a result of a litigation.

15. Notice. All notices shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon being deposited with a nationally recognized commercial courier for next day delivery, to the addresses below, or upon delivery via pdf format sent by electronic mail. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be in receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

Buyer: Franklin Land Associates, L.L.C.
c/o GBT Realty Corporation
9010 Overlook Boulevard
Brentwood, TN 37027
Attn: J. Evan Gower

Seller: Donald S & Therese C Rodrigue
PO Box 2362
Augusta, ME 04338
Phone: 207.622.0414 or 207.549.7592
Overnights only:
133 Waldoboro Rd
Jefferson, ME 04348

IN WITNESS WHEREOF, the parties have executed and sealed this Real Estate Purchase Contract, as of the day and year first above written.

BUYER:

FRANKLIN LAND ASSOCIATES, L.L.C.

By: 
Its: Authorized Agent
Date: 7/1/14

SELLER:

DONALD S & THERESE C RODRIGUE

By: 
Date: July 2, 2014

By: 
Date: July 2, 2014

SELLER AUTHORIZATION LETTER

Franklin Land Associates, L.L.C.
c/o GBT Realty Corporation
9010 Overlook Boulevard
Brentwood, Tennessee 37027
Attention: Austin Rogers

Re: Authorization for Submittals in Augusta, ME, for real property located at Parcel Number 57-9 ("Property"), currently owned by Donald S & Therese C Rodrigue ("Owner")

To whom it may concern:

As the current owner of real property described above, Owner hereby authorizes Franklin Land Associates, L.L.C., and its successors and assigns, to act on Owner's behalf to request and apply for all city, county, and state approvals necessary for the intended development of the Property, including, without limitation, submissions for rezoning, platting, and site, building, and utility permit applications.

Owner:

Donald S Rodrigue

Date: July 2, 2014

Therese C. Rodrigue

Date: July 2, 2014

REINSTATEMENT OF REAL ESTATE PURCHASE CONTRACT

AND

FIRST AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS REINSTATEMENT OF REAL ESTATE PURCHASE CONTRACT AND FIRST AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (the "Amendment") is made and entered into as of the date of full execution of this Amendment by and between **DONALD S. RODRIGUE AND THERESE C. RODRIGUE** ("Seller") and **FRANKLIN LAND ASSOCIATES, L.L.C.**, a Tennessee limited liability company ("Buyer").

WITNESSETH:

WHEREAS, the parties hereto entered into the certain Real Estate Purchase Contract dated July 2, 2014 (the "Agreement"; all defined terms not otherwise defined or modified shall have the meaning given in the Agreement); and

WHEREAS, Buyer terminated the contract on February 9, 2015; and Buyer and Seller intend to reinstate and revive the Agreement, as if it was never terminated, under all the same terms and conditions, other than as amended below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. With the execution of this Amendment, Buyer and Seller agree that the Agreement is hereby reinstated and is in full force and effect, as if Buyer did not terminate on February 9, 2015. All terms and conditions, other than as revised by this Reinstatement or amended below, remain in full force and effect. Buyer and Seller waive any and all defenses against the Agreement due to such termination or the time between the termination and the date of this Amendment, and are estopped from asserting any challenge to the enforceability of this Agreement for those reasons.
2. The Effective Date of the Agreement shall be the date of the full execution of this Amendment.
3. Buyer confirms the Earnest Money has been returned to Buyer. Buyer shall deposit \$2,000.00 in Earnest Money with the Escrow Agent within five (5) business days after the Effective Date. Seller acknowledges that the Earnest Money shall remain fully refundable during the Inspection Period, as amended and as extended.
4. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all which, collectively, shall be one and the same instrument. This Amendment may be delivered by facsimile signature and transmission, and facsimile signatures shall be deemed original signatures.
5. All other terms and conditions of the Agreement shall remain in full force and effect. Should a conflict in the terms and conditions occur between this Amendment and the Agreement, this Amendment shall govern.

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IN WITNESS WHEREOF, the parties hereto agree to the above terms and conditions as of the date first provided above.

FRANKLIN LAND ASSOCIATES, L.L.C.

By: CLDB
Its: Authorized Agent
Date: 8/18/15

Donald S. Rodrigue
DONALD S. RODRIGUE
Date: 8/26/15

Therese C. Rodrigue
THERESE C. RODRIGUE
Date: 8/26/15