



SURVEYING ENGINEERING LAND PLANNING

# Northeast Civil Solutions

INCORPORATED

[www.northeastcivilsolutions.com](http://www.northeastcivilsolutions.com)

381 Payne Road  
Scarborough  
Maine 04074

January 26, 2016

Mr. Keegen Ballard, CEO  
Manchester Town Office  
12 Readfield Road  
P.O. Box 18  
Manchester, Maine 04351

tel

207.883.1000  
800.882.2227

fax

207.883.1001

**RE: Application for Site Plan Review  
Franklin Land Associates, LLC**

Dear Mr. Ballard,

Northeast Civil Solutions, Inc. (NCS) is pleased to present the attached Application for Site Plan Review for a proposed Dollar General Retail Store located at Western Avenue on a property identified as Tax Map U-11 Parcel 8-1. The application for the 9,100 square foot retail store is a conditional use in the GD Zone and is being presented on behalf of Franklin Land Associates, LLC for Planning Board review.

### Site Layout

The existing site consists of a relatively flat front section with a drainage swale along the easterly property line. The rear and east side of the property drops sharply and is largely undevelopable due to the severe elevation change. The placement of the building takes full advantage of the flatter section in the front site, however due to the standard building length, parking stalls and extended aisle width a small retaining wall will be required to avoid disturbance too close to the stream. The layout of the building will preserve the natural drainage paths of the site.

44 parking spaces will be provided for the development and a waiver will be needed as the town requires 48 spaces. Two spaces will be designed per ADA accessible parking standards. The proposed driveway will include one entrance and two exit lanes and will be a total of 36 feet in width, easily handling the anticipated average daily and peak hourly traffic demands. The parking aisles are designed wider than needed to accommodate a WB-67 delivery truck without impacting any parking stalls.

### **Utilities**

The site will be served by public water and sewer which is located in the Western Avenue right-of-way (ROW). The development is anticipated to use approximately 50-100 gallons of water per day which is far less than an average single family residence and will not cause an adverse impact to the public systems.

Overhead wires will provide three phase power and telecommunications for the project. Gas for the roof mounted HVAC system will be stored onsite in a 1,000 gallon above ground propane tank located just behind the parking in the rear protected by bollards.

Solid waste will be disposed of onsite via screened dumpsters at the rear of the site.

### **Stormwater**

The development is located in the watershed of Cobbosseecontee Lake and is identified as an impaired lake per the state Department of Environmental Protection (DEP). The development will also disturb more than an acre of land and will require a Stormwater Law Permit through the DEP. Treatment will be handled by an underground collection system under the parking lot which will direct stormwater to a large forested buffer in the rear of the site beyond the electric easement. The buffer is designed per Maine DEP standards and will mitigate both the peak stormwater flow and phosphorous export.

During construction the site will utilize erosion control measures, per Maine DEP standards, to ensure there is no adverse impact downstream.

If you have any additional questions or comments regarding the site plan application please don't hesitate to contact me.

Sincerely,  
Northeast Civil Solutions



Travis Letellier, P.E.  
Project Engineer

cc: Lee Allen, P.E., NCS

**Town of Manchester**

**Application for a Site Review or Special Exception Permit**

**General Submission Information.**

1. Name(s), address(es) and phone number(s) of record owner(s) and of applicant, if different.

Owner	Applicant
Name <u>DAVID &amp; DIANE HASTINGS</u>	<u>FRANKLIN LAND ASSOCIATES, LLC</u>
Address <u>186 HERITAGE ROAD</u>	<u>9010 OVERLOOK BLVD</u>
<u>WINTHROP, ME 04364</u>	<u>BRENTWOOD TN, 37027</u>
Phone Number <u>(207) 215-7355</u>	<u>(615) 370-0670</u>

2. The name of the proposed development.

DOLLAR GENERAL

Location (road) 1034 RT 202, MANCHESTER

Zoning District GD ZONE

Minor Project

Major Project

3. Use / Use(s) proposed for approval . List and provide a short narrative.  
Use additional attached sheet of paper, if necessary.

THE PROPOSED USE WILL BE A 9,100  
SQUARE FOOT "DOLLAR GENERAL"  
RETAIL STORE.

- Names and addresses of all property owners within five hundred (500) feet of the edge of the property lines of the proposed development.

(Attach List)

- Sketch map showing general location of the site within the Town
- (This may be a tax map with property highlighted, google map, or Delorme type map.)
- Boundaries of all contiguous property under the control of the owner or applicant, regardless of whether all or part is being developed at this time.

(Include on Site Plan)

- The tax map and lot number of the parcel or parcels.

<u>Map</u>	<u>Lot</u>
U-11	8-1

- A copy of the deed to the property, option to purchase the property or other documentation to demonstrate right, title or interest in the property on the part of the applicant.
- The name, registration number and seal of the land surveyor, architect, engineer and/or similar professional who prepared any plan.

(Include on Site Plan)

- The name of any proposed road, roadway, or street according to the addressing standards as established in the Town of Manchester Addressing Ordinance.

*The following information is usually included on the Site Plan. The maps or drawings shall be at a scale sufficient to allow review of the items listed under approved criteria, but in no case shall be more than fifty (50) feet to the inch for that portion of the tract of land being proposed for development. Plan views of both existing and proposed conditions are necessary. If proposed conditions are not significantly different than existing conditions, one plan may be sufficient with proposed conditions indicated with dashed lines. Site plans may be hand drawn but should be to scale and legible. Major projects may require the services of a registered land surveyor or professional engineer to prepare the plan.*

### **Existing Conditions**

1. The bearings and distances of all property lines of the property to be developed and the source of this information.
2. Location and size of any existing sewer and water mains, culverts and drains that will serve the development whether on or off the property, along with the direction of existing surface water drainage across the site.
3. Location, names, and present widths of existing streets and rights-of-way within or adjacent to the proposed development.
4. The location, dimensions and ground floor elevations Above Ground Level (AGL) of all existing buildings on the site.
5. The location and dimensions of existing driveways, streets, parking and loading areas and walkways on the site.
6. Location of intersecting roads or driveways within two hundred (200) feet of the site.
7. The location of open drainage courses, wetlands, stands of trees, and other important natural features, with a description of such features to be retained.
8. The location, front view and dimensions of existing signs.
9. The location and dimensions of any existing easements and copies of existing covenants or deed restrictions.

### **C. Proposed Development Activity.**

1. The location of all building or other setbacks, yards and buffers, required by this or other Town Ordinances.
2. The location, dimension, and ground floor elevations (AGL) of all proposed buildings.

3. The location and dimensions of proposed driveways, parking and loading areas, and walkways.
4. The plan for any proposed road, roadway, or street shall contain lines or dots at fifty (50) foot intervals in the center of any proposed road, roadway, or street to aid in the assignment of numbers to structures subsequently constructed according to the addressing standards as established in the Town of Manchester Addressing Ordinance.
5. Name of any proposed road, roadway, or street according to the addressing standards as established in the Town of Manchester Addressing Ordinance.
6. The location and dimensions of all provisions for water supply and wastewater disposal.
7. The direction and route of proposed surface water drainage.
8. The location, front view, and dimensions of proposed signs.
9. The location and type of exterior lighting.
10. The proposed landscaping and buffering.

#### **Additional Information and Requirements**

1. Demonstration of any applicable State applications, or permits which have been or may be issued or pending.
2. A schedule of construction, including anticipated beginning and completion dates.  
(Include on separate sheet)
3. Nine copies of the original signed application and the site plans shall be submitted by the applicant.

## Additional Requirements for Major Developments

Applicants of major developments are required to submit an electronic scan of the site plan. Applications for major developments shall include the following additional information:

1. Existing and proposed topography of the site at two (2) foot contour intervals, or such other intervals as the Planning Board may determine.  
(Include on Site Plan)

2. A storm water drainage and erosion control program showing:

(This is usually a separate document prepared by a profession engineer or land use consultant)

- a. The existing and proposed method of handling storm-water run-offs.
  - b. The direction of flow of the run-off.
  - c. The location, elevation, and size of all catch basins, drywells, drainage ditches, swales, retention basins, and storm sewers.
  - d. Engineering calculations used to determine drainage requirements based upon the 25-year, 24-hour storm frequency, but only if the project will significantly alter the existing drainage pattern, due to such factors as increased impervious surfaces from paving and building.
  - e. Methods of controlling erosion and sedimentation during and after construction.
3. A groundwater impact analysis prepared by a groundwater hydrologist for projects located within the Aquifer Management Overlay District, or involving common on-site water supply or sewage disposal facilities with a capacity of two-thousand (2,000) gallons per day.
  4. A utility plan showing the location and nature of electrical, telephone, and any other utility services to be installed on the site.
  5. A planting schedule, keyed to the Site Plan, indicating the varieties and sizes of trees, shrubs, and other plants to be planted.
  6. Analysis of the solid or hazardous waste to be generated and a plan for its recycling and disposal, along with evidence of disposal arrangements.

7. A traffic impact analysis demonstrating the impact of the proposed project on the capacity, level of service and safety of adjacent streets.
8. Construction drawings for streets, sanitary sewers, water and storm drainage systems, which are designed and prepared by a professional engineer who is registered in the State of Maine.
9. The location of any pedestrian ways, lots, easements, open spaces and other areas to be reserved for, or dedicated to, common or public use and/or ownership. For any proposed easement, the developer shall submit the proposed easement language with a signed statement certifying that the easement will be executed upon approval of the development. The location, width, typical cross-section, grades and profiles of all proposed streets and sidewalks.  
  
(Locations may be indicated on the site plan)
10. A copy of any covenants or deed restrictions intended to cover all, or part of, the property. Such covenants or deed restrictions shall be referenced on the plan.
11. If any legal interest in land is to be dedicated to the Town for public use, then a copy of a written offer of dedication or conveyance to the Town, in a form satisfactory to the Town Attorney, for all such land shall be included.
12. Evidence of adequate provision for maintenance of the development.
13. Cost estimates of the proposed development and evidence of financial capacity to complete it. This evidence should include a letter from a bank, or other source of financing, indicating the name of the project, amount of financing proposed, and the means of financing the project.
14. A narrative and/or plan describing how the proposed development scheme relates to the Site Inventory and Environmental Assessment.

### **Applications for Special Exception Permits.**

In addition to the foregoing requirements, applications for Special Exception Permits shall include:

1. An alternative sites analysis identifying and analyzing other reasonable alternative sites and justification of how the proposed site is the most suitable; and
2. A neighborhood environmental impact report evaluating the potential impacts on neighboring properties and environs and presenting mitigation measures that alleviate adverse effects.

**Applications for Wireless Telecommunication Facilities and Sexually Oriented Businesses**

There are additional application requirements. The applicant should refer to pages 140 to 144 of the ordinance for WTF and pages 144 to 146 for SOB.

## Criteria for Review and Approval of Site Plans and Subdivisions

(SEE ATTACHED PROJECT NARRATIVE)

*All standards should be addressed in writing. Failure to do so could make your application incomplete and will delay approval of the project. Supporting documents or data may be referenced to address criteria. If the standard is not applicable to your project indicate N/A and give reasons why you believe the standard is not applicable. Use a separate sheet of paper to address the standards, if necessary.*

### **A. Aesthetic, Cultural and Natural Values.**

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

### **B. Erosion.**

The proposed activity will not cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results;

Note: You may reference an erosion control plan if one was submitted. This is required for all major projects.

### **C. Financial Burden on Town.**

The proposed activity will not cause an unreasonable financial burden on the Town for provision of public services and facilities.

**D. Financial and Technical Ability**

1. Financial Capacity. The applicant has adequate financial resources to construct the proposed improvements and meet the criteria of the statute and the standards of these regulations. When the applicant proposes to construct the building as well as any subdivision improvements, the applicant shall have adequate financial resources to construct the total development. In making the above determinations, the Board shall consider the proposed time frame for construction and the effects of inflation.
2. Technical Ability. In determining the applicant's technical ability, the Planning Board shall consider the applicant's previous experience, the experience and training of the applicant's consultants and contractors, and the existence of violations of previous approvals granted to the applicant.

**E. Flood Areas**

Based on the Federal Emergency Management Agency's Flood Boundary and Floodway Maps and Flood Insurance Rate Maps, and information presented by the application whether the activity is in a flood-prone area. If the activity, or any part of it, is in such an area, the applicant shall determine the 100-year flood elevation and flood hazard boundaries within the lot(s). The proposed project plan must include a condition of plan approval requiring that principal structures within the lot(s) will be constructed with their lowest floor, including the basement, at least one foot above the 100-year flood elevation.

Note: You should check with the CEO to determine whether your proposal falls within a flood zone. The Town has flood areas mapped on GIS. The flood zone areas should be included on the site plan.

**F. Freshwater Wetlands.**

All freshwater wetlands within the proposed site have been identified on any maps submitted as part of the application, regardless of the size of these wetlands. Any mapping of freshwater wetlands may be done with the help of the local soil and water conservation district.

Note: Wetlands may be indicated on the Site Plan or a separate map can be provided.

**G. Groundwater.**

The proposed activity will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater.

Note; Depending upon the proposal, you may need a statement or analysis from a hydrologist or professional engineer.

**H. Municipal Solid Waste Disposal.**

The proposed activity will not cause an unreasonable burden on the municipality's ability to dispose of solid waste, if municipal services are to be utilized.

**I. Municipal Water Supply.**

The proposed activity will not cause an unreasonable burden on an existing water supply, if one is to be used;

**L. River, Stream or Brook.**

Any river, stream or brook within or abutting the proposed project has been identified on any maps submitted as part of the application. For purposes of this section, "river, stream or brook" has the same meaning as in Title 38, Section 480-B, Subsection 9.

Note: River, stream, or brook locations are typically indicated on site plan.

**M. Sewage Disposal.**

The proposed activity will provide for adequate sewage/waste disposal as outlined in the Maine Subsurface Waste Water Disposal Rules (144 CMR 241) and provide the same protection as in Section 6(O). Also, the proposed sewage/waste water disposal will not cause an unreasonable burden on municipal services if they are utilized.

**N. Storm Water.**

The proposed activity will provide for adequate storm water management.

Note: You may reference a stormwater management plan if one was submitted. This is required for all major projects.

**O. Sufficient Water.**

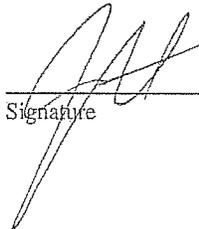
The proposed activity has sufficient water available for the reasonably foreseeable needs of the project.



October 28, 2015

To Whom It May Concern:

I, Jason Horowitz, authorize Northeast Civil Solutions, Inc. to sign any and all applications, permit requests, and other paperwork in conjunction with obtaining final municipal and/or state approvals, as applicable, for the Dollar General project located on Western Ave (Route 202) in Manchester, ME. This authorization is not a contract for any work to be performed; contracts or other correspondence are separate documents.

  
\_\_\_\_\_  
Signature

10-28-15  
Date

## Project Narrative

### *Criteria for Review and Approval of Site Plans*

- A. *Aesthetic, Cultural and Natural Values*  
The proposed store will be located in the GD zone and will be flanked on either side by commercial properties. The existing lot is relatively flat and the proposed development will be located within this area to minimize any adverse impacts to the surrounding forested areas.
- B. *Erosion*  
Please see the attached Stormwater Management Report and Erosion Control Plans for more details on erosion control for the site.
- C. *Financial Burden on Town*  
The proposed development will not cause any unreasonable financial burden on the town. The store will be tied to both public water and sewer and is anticipated to generate approximately 50-100 gallons per day.
- D. *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.
- E. *Flood Area*  
The project is not located within a flood plain.
- F. *Freshwater Wetlands*  
No wetland impacts are anticipated with this development. Wetlands identified on the plans were delineated by Albert Frick and Associates.
- G. *Groundwater*  
The development will be tied to public water and stormwater will be collected and treated by a forested buffer in the rear of the site. Neither will cause an adverse effect to the quality or quantity of groundwater.
- H. *Municipal Solid Waste Disposal*  
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. There will be no burden on the municipality.
- I. *Municipal Water Supply*  
The development will use approximately 50-100 gallons per day for two bathrooms and a public drinking water fountain. This will not cause a burden on the municipal water supply.

J. *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. 202 (Western Avenue). The immediate neighborhood consists of a commercial building directly across the street (AJ Motors), a commercial building (Copies Etc) abutting the lot on the west, and a residential house to the east that has been converted to a Dog daycare/boarding business. Additional commercial structures are located easterly and westerly of the property for a half mile or more in either direction.

K. *Pollution*

There is no anticipated use of the site that would cause any type of pollution of the site.

L. *River, Stream or Brook*

A Maine Department of Environmental Protection (DEP) jurisdictional stream is located on the property. The development will stay a minimum of 25 feet away from the protected resource and will need to file for a DEP Natural Resource Protection Act (NRPA) Permit for the work being done within 75 feet of the stream.

M. *Sewerage Disposal*

The development will use approximately 50-100 gallons per day for two bathrooms and a public drinking water fountain. This will not cause a burden on the municipal sewerage collection and treatment.

N. *Storm Water*

Please see the Stormwater Management Report attached to the application for details regarding the stormwater treatment for the site.

O. *Sufficient Water*

The development will use approximately 50-100 gallons per day for two bathrooms and a public drinking water fountain. This quantity is far less than the typical single family home and there is sufficient quantity available in the public system.

P. *Traffic*

Please see the Traffic Assessment attached to this application for details regarding impacts due to additional traffic generated by this development.

Q. *Conformity with Ordinances and Plans*

The proposed development conforms with all applicable town ordinances.

DEED OF SALE  
BY PERSONAL REPRESENTATIVE  
(Testate)

TRANSFER  
TAX  
PAID

007130

KNOW ALL MEN BY THESE PRESENTS, that JULIE A. O'BRIEN of Augusta, County of Kennebec, State of Maine, duly appointed and acting personal representative of the ESTATE OF RICHARD L. ROSS deceased (testate), as shown by the probate records of Kennebec County, Maine, having obtained Waivers of Notice from each person succeeding to an interest in the real property described below (said Waivers having been filed with the Kennebec County Probate Court), by the power conferred by the Probate Code, and every other power, for consideration paid, grants to DAVID F. HASTINGS and DIANE F. HASTINGS, both of Augusta, County of Kennebec, State of Maine, whose mailing address is 635 Eastern Avenue, Augusta, Maine, as joint tenants and not tenants in common, the real property in Manchester, County of Kennebec, State of Maine, described as follows:

A certain lot or parcel of land, with the buildings thereon, located in Manchester, in the County of Kennebec and State of Maine, bounded and described as follows, to wit:

Beginning at an iron pipe in the west line of land formerly owned by Nathan Weston, said pipe being distant southerly one thousand twenty-seven (1027) feet from the south line of the Augusta-Winthrop Road as said road existed March 18, 1930; thence running South  $60^{\circ} 15'$  East a distance of four hundred nineteen (419) feet to an iron pipe; thence running North  $29^{\circ} 45'$  East a distance of one thousand one hundred seventy-five (1175) feet to an iron pipe on the south line of the Augusta-Winthrop Road as said Road existed on March 18, 1930; thence running North  $80^{\circ}$  West in said south line of the Augusta-Winthrop Road, as said Road existed March 18, 1930, a distance of four hundred forty-five (445) feet to a stone wall on said west line of said Weston; thence running South  $29^{\circ} 45'$  West in said west line of Weston, a distance of one thousand twenty-seven (1027) feet to the place of beginning. Containing ten and fifty-nine hundredths (10.59) acres.

Excepting and reserving from the above the rights and easements conveyed by Alfred R. Leavitt to Central Maine Power Company by conveyance dated May 20, 1946, recorded in Kennebec County Registry of Deeds, Book 829, Page 438; also excepting and reserving from this deed such rights, if any, as the State of Maine may have acquired as a result of any changes since March 18, 1930, in the location of said Augusta-Winthrop Road.

Subject to drainage easement to the State of Maine recorded in said Registry, Book 1072, Page 296. Also subject to pole rights to Central Maine Power Company and New England Telephone Co. in deed recorded in said Registry in Book 2220, Page 267.

Also subject to a Notice of Layout and Taking by the Maine Department of Transportation recorded in said Registry in Book 3773, Page 34.

Meaning and intending hereby to convey the same property described in a deed from G. & R. Associates to Richard L. Ross, dated August 29, 1990 and recorded in the Kennebec County Registry of Deeds in Book 3794, Page 134, as corrected by a deed between the same parties dated January 12, 1993 and recorded in said Registry in Book 4336, Page 22.

Witness my hand and seal this 2<sup>nd</sup> day of April, 1993.

WITNESS:

ESTATE OF RICHARD L. ROSS

Keith R. Varnar

BY Julie A. O'Brien  
Julie A. O'Brien  
Personal Representative

State of Maine  
Kennebec, ss.

April 2, 1993

Then personally appeared the above named Julie A. O'Brien in her capacity and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Keith R. Varnar  
Keith R. Varnar  
Notary Public  
Attorney at Law

RECEIVED KENNEBEC SS.

1993 APR -6 AM 9:00

ATTEST: Keith R. Varnar  
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 DAVID F & DIANE F HASTINGS ("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 8.3 acres of land, on the south side of Western Avenue (Route 202), commonly known as parcel number U11-008-001 in the Town of Manchester, Kennebec County, ME (the "Property"), which is further depicted on **Exhibit "A"** attached hereto and incorporated herein.

2. Earnest Money. Two Thousand Five Hundred Dollars (\$2,500.00), 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. Two Hundred Forty Nine Thousand and 00/100 Dollars (\$249,000.00).

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 one hundred twenty (120) 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. By signature below, Seller hereby authorizes Buyer and designates Buyer as agent for Seller in order to facilitate all applications for any and all governmental approvals and permits and to act on behalf of Seller to facilitate Buyer's intended development.

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

D.F.H.      D.F.H.  
D.F.H.

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 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 four (4) 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 a non-refundable 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, to the best of the Seller's knowledge 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.

CDB  
JAH  
B9 #.

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.

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 a dispute arising out of this agreement, the parties agree to go to mediation before the filing of any lawsuit.

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: David F & Diane F Hastings  
168 Heritage Woods Lane  
Winthrop, ME 04364  
Phone: 207.215.7355

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.

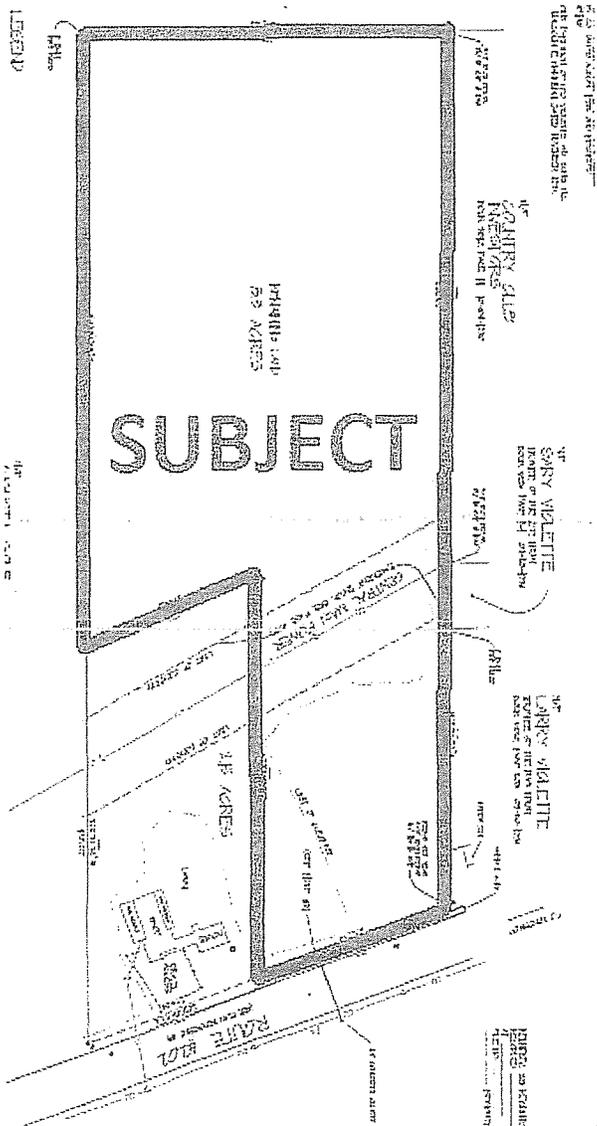
By: ChLDBA  
Its: Authorized Agent  
Date: 5/14/14

SELLER:

DAVID F & DIANE F HASTINGS

By: David F Hastings  
Date: 5/15/14  
By: Diane F Hastings  
Date: 5/15/2014

EXHIBIT A



1/4 SECTION 10  
 1/4 SECTION 11  
 1/4 SECTION 12  
 1/4 SECTION 13

CDB  
 [Signature]  
 D784

**FIRST AMENDMENT TO REAL ESTATE PURCHASE CONTRACT**

**THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE CONTRACT** (the "Amendment") is made and entered into as of the 28<sup>th</sup> day of November, 2014, by and between **DAVID F. AND DIANE F. HASTINGS** ("Seller") and **FRANKLIN LAND ASSOCIATES, LLC**, a Tennessee limited liability company ("Buyer").

**WITNESSETH:**

WHEREAS, the parties have entered into the certain Real Estate Purchase Contract dated May 15, 2014 (the "Agreement"; all defined terms not otherwise defined or modified shall have the meaning given in the Agreement); and

WHEREAS, Buyer and Seller desire to amend the Agreement, as set forth below.

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

1. The Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) in Earnest Money outlined in Section 2 of the Agreement is non-refundable to the Buyer and will be paid to Seller under the terms and conditions outlined in Section 6 of the Agreement.

2. The initial Inspection Period in Section 6 shall be extended through April 30, 2015.

3. 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. 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.

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

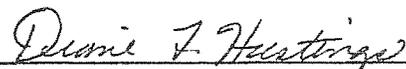
**BUYER:**

**FRANKLIN LAND ASSOCIATES, LLC**

By:   
Title: Authorized Agent - Acquisitions Mgr  
Date: 11/21/14

**SELLER:**

By:   
David F. Hastings  
Date: 11-28-2014

By:   
Diane F. Hastings  
Date: 11/28/2014

**REINSTATEMENT OF REAL ESTATE PURCHASE CONTRACT**

**AND**

**SECOND AMENDMENT TO REAL ESTATE PURCHASE CONTRACT**

**THIS REINSTATEMENT OF REAL ESTATE PURCHASE CONTRACT AND SECOND 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 **DAVID F. HASTINGS AND DIANE F. HASTINGS** ("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 May 15, 2014, as amended by the First Amendment to Real Estate Purchase Contract dated November 28, 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 April 30, 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 April 30, 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. Seller confirms the Earnest Money was returned to Seller. Buyer shall deposit \$2,500.00 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.

CDB  
D.F.H.

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.

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: CLDBL  
Its: Authorized Agent  
Date: 8/13/15

David F. Hastings  
**DAVID F. HASTINGS**  
Date: 8-14-2015

Diane F. Hastings  
**DIANE F. HASTINGS**  
Date: 8-14-2015



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 cursive script that reads 'Eric Sullenger'.

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

## **TECHNICAL ABILITY**

Northeast Civil Solutions, Inc. is providing engineering and permitting services for this project.

### **Company Background**

Northeast Civil Solutions, Inc. (NCS) is a survey and engineering company based in Scarborough, Maine. The firm offers a full range of services including roadway and bridge layout; industrial, commercial, and residential subdivisions; construction layout; topographic surveying; stormwater management design; site plans; erosion control design, boundary surveys; and permitting services. NCS is professionally licensed and completes projects throughout New England, including work for the federal and state governments, municipalities, and various industrial, commercial, and private clients.

## FIRM PROFILE:

### NORTHEAST CIVIL SOLUTIONS, INC.

*A DBE Certified Company*



Northeast Civil Solutions, Inc. (NCS) was established in 1992 and has steadily grown to become one of the preeminent engineering and surveying firms in northern New England. Located in Scarborough, Maine, our firm offers a full range of site/civil engineering, traffic engineering and land surveying services, as well as wetlands and soils science, Geographic Information Services (GIS) consulting, land planning, and federal and state permitting. NCS is a certified Disadvantaged Business Enterprise (DBE) and is professionally licensed and insured. Our firm has completed projects throughout New England, including work for the federal and state governments, municipalities, and various industrial, commercial and private clients. Our customers, both large and small, rely on our commitment to providing quality, focused, solutions to assist in meeting their project needs.

Our senior management team plays a key role in ensuring that every project is assigned the appropriate project manager within our firm. The multi-disciplined skill sets within NCS allow every project to benefit from the professional expertise best suited to meet the needs of our clients. Our staff is experienced in executing the variety of tasks involved in our service offerings. Our process of project acquisition, assignment, execution, quality control review and delivery ensures we meet the needs of our clients.

#### **Jim Fisher** *President*

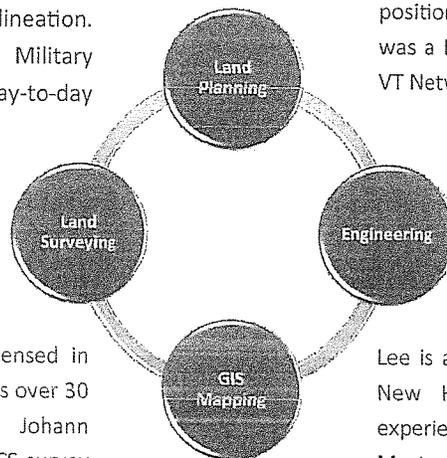
Jim has an M.S. and completed post graduate work at Oxford University with a background in business. As founder of the company, he specializes in the permitting process and presentations to municipal planning boards. He has received an Army Corps of Engineers' certification for Wetlands Delineation. Jim is a former instructor at the U.S. Military Academy, and is responsible for the day-to-day operations of NCS.

#### **Johann Buisman, PLS** *Vice President — Surveying*

Johann is a Professional Land Surveyor licensed in Maine, New Hampshire and Colorado and has over 30 years of experience in land surveying. Johann oversees the day-to-day operation of the NCS survey staff and is responsible for all aspects of the land surveying department. Johann has served as an expert witness in many boundary disputes and other survey related cases.

#### **Troy McDonald, PLS** *Executive Vice President*

Troy is a Professional Land Surveyor licensed in Maine with more than 30 years of experience in surveying, engineering/design and business development. Troy is the former owner of a surveying/engineering firm specializing in Telephony and has also held the position of Director of Marketing, V.P.—Surveying and was a Lead Network Engineer in Verizon's ME, NH & VT Network Operations & Regulatory Support.



#### **Lee Allen, PE** *Vice President — Engineering*

Lee is a Professional Engineer licensed in Maine and New Hampshire with more than 20 years of experience in civil engineering. Lee is certified as a Master Modeler-Water Surface Profiler and is well versed in navigating the FEMA approval process. Lee has extensive experience in Site/Civil design projects and in the state and municipal permitting process.

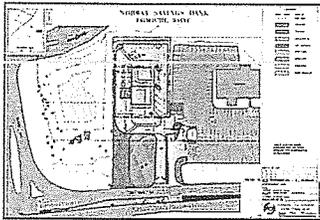
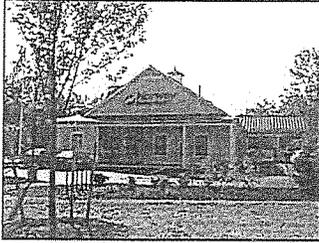


# OVERVIEW OF SERVICES

## NORTHEAST CIVIL SOLUTIONS, INC.

*A DBE Certified Company*

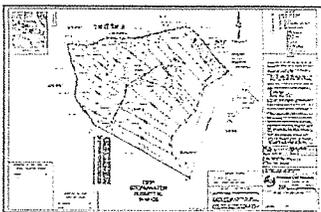
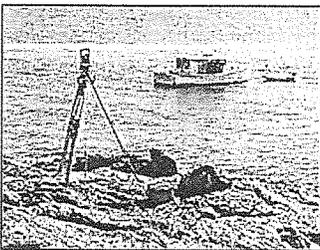
### CIVIL ENGINEERING & LAND PLANNING



Civil Engineering is a broad based profession that deals with the design, construction and maintenance of the physical and naturally built environment. The range of Civil Engineering projects may include regulatory permitting at all levels of government, technical studies and evaluations, planning and implementation, feasibility assessments, stormwater modeling, infrastructure design, site and subdivision planning/design. Often, the Civil Engineer will take the lead on a project coordinating other disciplines such as environmental, geotechnical, survey and transportation components that comprise a complete project approach. NCS offers the following Civil Engineering services:

- Civil & Environmental Engineering
- Stormwater Management Design
- Wetland Delineation & Mitigation
- Land Planning
- City, State and Federal Permitting
- Construction Inspection Services
- Erosion & Sedimentation Control Plans
- Hydrological & Hydraulic Modeling
- Water Resource Management
- Coastal/Marine Engineering
- Utility Engineering
- Highway Engineering
- Stream Bank Stabilization Plans
- Sewer System Design

### LAND SURVEYING & GIS MAPPING



Land Surveyors are expert measurers of land boundaries. Their skill is in the science of measurements and their professional opinions are based on research supported by fact. Today's land surveying equipment has come a long way since the beginning of our country but the commitment to accuracy and precision has not changed. Land Surveyors are called upon to provide a variety of services for projects and include boundary location, topographic surveys, and existing conditions surveys for use in an engineering design or as a stand alone product. With the introduction of GPS survey technology and GIS mapping, professional surveyors are able to capture large amounts of data and link it to GIS mapping for instant access to project information. NCS offers the following Land Surveying services:

- Boundary Surveys
- ALTA/ACSM Land Title Surveys
- Topographic Surveys
- Existing Conditions Surveys
- GPS Location Surveys
- Data Collection Surveys
- GIS Mapping
- Right-of-Way Negotiations
- Right-of-Way Permitting
- Utility Easement Surveys
- Municipal Easement Surveys
- Hydrographic Surveys
- Construction Layout
- Subsurface Utility Surveys