CARROLL ASSOCIATES
LANDSCAPE ARCHITECTS

May 16, 2012

Ann Beverage, Planner
City of Waterville
One Common Street
Waterville, ME 04901

RE: St. Francis Apartments

On behalf of the Diocesan Bureau of Housing, Inc and St. Francis Apartments, Inc., we are pleased to submit this Application for Final Site Plan Review regarding the development of the St. Francis Church property into 58 Senior Apartments. This project will fill a critical demand for affordable rental housing for the residents of Waterville. We are confident that the final project is appropriate to the site and will fit within the neighborhood context and provide benefits for Waterville residents for many years to come.

As previously presented, the project entails demolition and removal of the existing St. Francis Church, Rectory, and Parish Hall. The proposed removal of these buildings has not come only after considerable discussion within the Diocese, extensive marketing the property for over 4 years, and exploration of options regarding renovation of the church building. The bottom line is that the parish population base is dwindling to numbers that cannot support the operating costs, the real estate market has shown little interest in purchasing for adaptive reuse, and the building size and shape is not conducive to apartment renovation. Recognizing its importance in the community, the Owners and Architect are proposing to salvage and re-use a number of key elements from the church building, such as windows, doors, plaques, woodwork and cabinets, and other elements. We are proposing to reuse a portion of the steeple as a gazebo in the front yard, providing an honorable memory of the previous building. A memo from CWS Architects is included with this letter that describes in detail the approach taken to review, catalog, and reuse these elements.

The proposed project is envisioned to be completed in two phases, with the first phase of 40 apartments being located facing primarily on Elm Street and a second phase of 18 attached units attached at the rear of the building. Phase one has been funded by HUD and the hope is that construction will begin this fall, with occupancy by late summer, 2013. The second phase will be dependent on phasing, but it is our hope htat its funding can come on the coattails of this first phase. We are therefore requesting an extension of the completion date for the approved project for five years to allow for the application and funding cycle to take place.

Access to the site will be from two locations- a one-way driveway entrance off of Elm Street approximately 75 feet south of Winter Street, and two-way egress from Percival Court which is located just south of the Elm Street/ Spring Street intersection. Percival Court is a 15 foot wide two-way public way that has its own signal at the intersection. Neighbors have voiced concerns about our use of this street for egress, and accordingly we have completed a traffic impact analysis of the intersection which is also attached to this letter. In it, Diane Morabito determines that a total of 15 one-way trips are projected during the peak hour of traffic flow, and should have '*no measurable impact off-site on traffic operations beyond the access drives*". We believe that the limited vehicular use attributed to this project is below that of the church when it was operating.

Understanding the limitations that the City has with respect to maintaining Percival Court, we are proposing to transfer an abutting parcel of land to the City that will allow expansion of Percival Court to accommodate two- way traffic (2- 12 ft lanes), utility infrastructure, and snowplowing.

We are also proposing to transfer a parcel of land (3,207 sf) at the southwest corner of the parcel to an abutter (Alan Rancourt), who has historically parked on the church property. This will allow his tenants to continue to park in their historical location, as well as preserve an existing lawn area and buffer between the church property and Mr. Rancourt's property. A draft agreement for this transfer is attached to this letter. Finally, we are proposing ot reserve the rear portion of the site (7,342 SF) for either sale to an abutter (School) or use by the development.

The project will provide a total of 58 parking spaces on the property for the tenants and staff, of which 47 will be constructed in Phase One. Six spaces will be located at the front of the building providing handicap access at the front door and room for visitors. Another four spaces are located along te south side of the building, providing close proximity to the main entrance and community room. Five spaces are located off of Winter Street, which will provide access to those tenants located in the north end of the building, as well as provide access and parking for service vehicles. The remaining parking will be located to the rear of the property. Eleven spaces are associated with Phase Two and are not proposed to be constructed until the additional building is constructed and/or it is determined that they are needed. Our experience on many senior housing projects indicates that a parking ratio of 1:1 is not necessary to meet the needs of the project as many tenants do not drive or own autos.

Service access to the site is proposed to occur from the drive on Winter Street. The mechanical rooms and a waste storage room are located on this side of the building and this drive will provide easy and secure access to these facilities. Emergency access to the site will be from all driveways, as well as use of the existing church driveway on Elm Street, which will be restricted to fire/ emergency vehicles only, plowed during the winter, and the existing driveway into the site from Elm Street. Snowplowing and snow storage will occur in several locations in the rear of the site during Phase One, and once Phase Two is completed the snow will either be stored on site or transported off-site for disposal id=f there is not adequate space available on the property.

We are proposing an extensive landscape plan that is intended to provide a strong street edge along Elm and Winter streets, buffering along the north property line where we abut a residential neighborhood, and trees in the parking areas to soften the parking lots and provide some shade. In addition, 6 foot vinyl solid board fence is proposed to be installed along the north property line to further screen the project form its neighbors. It is noted that the proposed buildings is are located further from the property line than the existing church in all directions.

A lighting plan has been submitted that proposes a number of highly efficient LED type lights strategically located throughout the site. The lighting consists of pole lights for the parking and roadway lighting, bollard lights along the sidewalks adjacent to the building, and a single building mounted cutoff fixture in the rear service area. A photometric plan has also been submitted that illustrates how the lighting will provide safe levels of light on the property but not spill off onto the neighboring lands.

Attached to this letter are the following supporting documents:

- Repurposing/ historic reuse Memo from Ben Walter , CWS Architects.
- Traffic Impact Analysis by Diane Morabito , Maine Traffic Resources.
- Draft Agreement between St. Francis Apartments and Allan Rancourt re: land transfer.
- Option Agreement between the Diocese and St. Francis Apartments (right, title, and Interest)
- Deed descriptions for the overall parcel, as well as the four parcels indicated for development, transfer, or reserve.
- Stormwater Report, by Tom Greer, Pinkham and Greer
- Lighting cut sheets for pole, bollard, and wall mounted site lights.
- Cut sheet for proposed fencing along north side of property

Under a separate cover the following plans and drawings have been submitted as part of this application:

- ALTA Survey by K&K Surveyors
- L-1 Site Preparation Plan
- L-2 Site Plan
- L-3 Site Grading and Utility Plan
- L-4 Landscape Plan
- Site Lighting Plan
- A-1.01 First Floor Plan
- A-3.01 Building Elevations
- A-3.02 Building Elevations

We appreciate all of the hard work that you and the City Staff have done in working together with us i==on this project. We feel confident that this project will benefit the residents of Waterville in many ways, ad we look forward to describing the project in further detail at the Public Hearing on May 21. If you have any questions or need additional information please do not hesitate to call me.

With Regards,
CARROLL ASSOCIATES

Patrick J. Carroll, Principal

CC: David Twomey
Rick Shinay
Mike Hebert
Ben Walter
Greg Brown

CWS Architects

Architecture ● Planning ● Construction Services

434 Cumberland Avenue Portland, Maine 04101 **Phone: (207) 774-4441**
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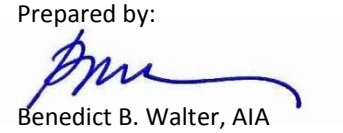
May 21, 2012

Prepared by:



Benedict B. Walter, AIA
President, CWS Architects

St. Francis Apartments
Site Redevelopment Plan

Corpus Christi Parish is proposing to repurpose the former St. Francis de Sales Church property located at 52 Elm Street in Waterville, Maine as affordable rental elderly housing. This proposal is the result of more than 5 years of seeking a future use for the site of the former Catholic Parish facilities that included an attempt to sell the property on the market for almost 4 years with very limited interest and no offers.

Following this period of inactivity, the Parish began to pursue opportunities to redevelop the parcel themselves with a use compatible with their mission. The Diocesan Bureau of Housing has been successful developing and operating affordable rental housing over many years. Since it was highly unlikely that any other use or user would be found, the Parish has concluded that keeping the property in the "church family" and redeveloping it as a high quality 58 unit affordable senior housing community (built over 2 phases) was the best way to preserve the Parish's 150 years of history on the site.

In the summer of 2010, CWS met with representatives of the Parish to visit the property and discuss opportunities to reuse the facilities and/or site as elderly housing. The preliminary building program requirements included a development of a) one building (potentially 2 phases) with 40 one-bedroom apartment units, and b) one future addition of 18 one-bedroom apartments so as to provide the development with construction and operating cost efficiencies necessary for the facility's long term financial health.

The first consideration was to explore the feasibility of repurposing the existing facilities as elderly apartments. The result of this study concluded that repurposing the existing church structure into elderly housing was not feasible for many reasons. For example:

- The width of the church is too narrow and bay spacing is too small to allow for appropriate sized units.
- The existing window patterns would have to be considerably modified to work as residential units.
- A second floor would need to be added inside the church at an unaffordable cost.
- The cost of heating the existing volume of heated space within the church would be unaffordable.
- The cost of renovating such a large and ornate historic structure would far exceed reasonable budgets.
- The cost of maintaining the building's exterior components would be extensive and unaffordable.

Having ruled out repurposing the building as affordable housing, the focus of the study shifted to repurposing the site for the same use. In so doing, the Parish desires that the "presence" of property's historic use be preserved and incorporated into the redevelopment of the site and new facilities to the extent feasible. To achieve this purpose, components of the existing church will be incorporated into the fabric of the site and the new building, both interior and exterior, so as to preserve the memory of the Parish's 150 years on the site. Some of the items that have been considered initially include:

- Incorporating the church's stained glass windows into the building's façade and interior common spaces.
- Relocating the lower base of the steeple as an exterior gazebo located near the sidewalk on Elm Street.
- Utilizing some of the pews as perimeter seating in the community spaces.
- Incorporating some of the doors and door hardware in the common areas where possible.
- Restoring and utilizing some of the ornate interior woodwork in the building's common areas and corridors.
- Resetting the statue of St. Francis de Sales in a prominent location on the site.
- Inventorying other existing built-in features to be reinstalled in the buildings common areas.
- Document the existing structure through historical photographs for display in the new structure.

In conclusion, the Parish has endorsed the latter site redevelopment plan that includes a new senior housing use as the most appropriate and sound approach to repurposing the historic St. Francis de Sales church site as a long term, valuable contributing asset to the Waterville community for many decades to come.

TRAFFIC IMPACT STUDY

ST. FRANCIS APARTMENTS

WATERVILLE, MAINE

May 16, 2012

Prepared for:

Carroll Associates
217 Commercial Street
Portland, Maine 04101

STATE OF MAINE
DIANE W. MORABITO
No. 5077
LICENSED
PROFESSIONAL ENGINEER

Diane Morabito
5/16/12

Prepared by:

Maine Traffic Resources

25 Vine Street Gardiner, ME 04345
(207) 582-5252 FAX (207) 582-1677
mainetrafficresources.com

Introduction

The purpose of this report is to assess the traffic impacts of a proposed elderly housing development, St. Francis Apartments, in Waterville, Maine. The site location is shown on the map in Figure 1. Access will be provided by a one-way entrance drive from Elm Street and by Percival Court. The proposed housing development will provide for a total of fifty-eight (58) senior apartments, to be developed in two phases. Forty (40) units will be developed in Phase 1 with eighteen (18) additional units in Phase 2. It is understood that construction will begin in 2012 with occupancy planned for Fall of 2013. As a result, 2013 was used as a study year for traffic analysis purposes.

Existing Conditions

Elm Street is a paved two-lane roadway with separate right and left-turn lanes at the intersection of Spring Street/Percival Court. The speed limit is posted at 25 mph on Elm Street.

Trip Generation

The number of trips which will be generated by the proposed elderly apartments was estimated using the Institute of Transportation Engineers (ITE) ñTrip Generation, 8th Editionò report, the most recent edition. Both land use codes (LUCs) 251 ï Senior Adult Housing ï Detached and 252 ï Senior Adult Housing ï Attached were evaluated. The results for fifty-eight (58) dwelling units are summarized below:

Time Period	LUC 251 Detached Trip-Ends	LUC 252 Attached Trip-Ends	Average Trip-Ends
Weekday	216	202	204
AM Peak Hour ï Adjacent St.	13	8	11
Entering Site	5	3	4
Exiting Site	8	5	7
AM Peak Hour ï Apartments	17	8	13
Entering Site	7	3	5
Exiting Site	10	5	8
PM Peak Hour ï Adjacent St.	16	9	13
Entering Site	10	5	8
Exiting Site	6	4	5

PM Peak Hour ï Apartments	20	9	15
Entering Site	11	5	8
Exiting Site	9	4	7

As can be seen above, the detached home trip rates yielded higher estimates than the attached land use code. An average of the detached and attached results will be used to be conservative even though the proposed facility will be attached apartments and not detached single cottage units.

The St. Francis apartments, based upon the analysis, are expected to generate 204 one-way or 102 round-trips per day. The peak hour for the elderly housing project is expected to be the weekday PM peak hour period. A total of 15 one-way trips are projected for this peak hour, 8 entering and 7 exiting the site. Based upon this limited trip generation, the residential apartments should have no measurable impact off-site on traffic operations beyond the access drives. Generally, no traffic operational impacts, on level of service or capacity, are expected unless there are greater than 25 trips in a lane in an hour. This senior housing development is expected to generate a maximum of 3 lane trips in any hour.

Traffic Volumes

A turning movement count was conducted by Maine Traffic Resources at the intersection of Elm Street, Spring Street and Percival Court during the PM peak hour period on Tuesday, May 15, 2012 to determine existing traffic volumes. The PM peak hour was selected since it is the highest hour for the intersection based upon 2009 AM, mid-day and PM peak hour counts, conducted by Maine Traffic Resources for the Waterville-Winslow MaineDOT signal improvement project, and also since it is the highest hour for the senior apartments. The PM peak hour occurred from 3:45 to 4:45 PM. The count summary is included in the appendix. The count was factored to 30th highest hour volumes using published MaineDOT group mean factors. The results, expected to be representative of peak summer volumes, are shown in Figure 2.

Existing average annual daily traffic (AADT) data for the vicinity of the site was obtained from "Traffic Volume Counts, 2011 Annual Report", published by MaineDOT. This data is summarized below:

	Average Annual Daily Traffic		
Location	2008	2009	2011
Elm Street, North of Silver Street	7200	7000	7450
Spring Street, EB, west of Main Street	8800	4040	---
Spring Street, WB, west of Main Street	---	5080	5160

As can be seen in the preceding table, traffic volumes within the vicinity of the proposed apartments have increased at an average annual rate of approximately 1 % over the recent period 2008 to 2011. To be conservative, a 2 % growth rate was used to project the existing 2012 volumes to base 2013 conditions. The resulting 2013 volumes are also shown in Figure 2. The trip assignments, based upon the traffic patterns recorded during the turning movement count, are shown in Figure 3. The projected 2013 build volumes, with all 58 residential units fully occupied, are also shown in Figure 3.

Capacity Analysis

Traffic operations are evaluated in terms of level of service (LOS). Level of service is a qualitative measure that describes operations by letter designation. The levels range from A - very little delay to F - extreme delays. Level of service "D" is generally considered acceptable in urban locations while LOS "E" is generally considered the capacity of a facility and the minimum tolerable level. The level of service for signalized intersections is based upon average control delay per vehicle, as defined in the following table excerpted from the 2000 "Highway Capacity Manual":

Signalized Intersection Level of Service

LOS	Control Delay per Vehicle
A	< = 10.0 seconds
B	> 10.0 and <= 20.0
C	> 20.0 and <= 35.0
D	> 35.0 and <= 55.0
E	> 55.0 and <= 80.0
F	> 80.0

Even though limited impact is expected on the signalized intersection, a quick level of service analysis was performed to assure that the signalized intersection is operating at an acceptable LOS ñDò or better as required by Watervilleôs ordinance. The analysis was based upon signal timing measurements recorded during the turning movement count. The level of service was calculated for existing 2012 and projected 2013 no-build and build conditions for the signalized intersection of Elm Street, Spring Street and Percival Court using Highway Capacity Plus software (HCS+) and the measured existing timings/phasings. The results are summarized as follows:

Elm Street, Spring Street and Percival Court
PM Peak Hour Levels of Service

Approach/Movement	Existing 2012	No-Build 2013	Build 2013
Eastbound Percival Court	D (52.9)	D (52.9)	D (54.1)

Approach/Movement	Existing 2012	No-Build 2013	Build 2013
Westbound Spring Lefts/Throughs	D (49.7)	D (50.0)	D (50.3)
Westbound Spring Rights	D (43.3)	D (43.7)	D (43.7)
Westbound Spring Street Overall	D (46.0)	D (46.4)	D (46.5)
Northbound Elm Street Lefts/Throughs	B (15.7)	B(15.7)	B (15.8)
Northbound Elm Street Rights	A (5.6)	A (5.6)	A (5.6)
Northbound Elm Street Overall	B (14.4)	B (14.4)	B (14.5)
Southbound Elm Street Lefts	A (9.0)	A (9.0)	A (9.1)
Southbound Route 1 Throughs/Rights	A (9.5)	A(9.5)	A (9.6)
Southbound Route 1 Overall	A (9.4)	A (9.4)	A (9.4)
Overall Intersection	**C (21.5)**	**C (21.7)**	**C (22.0)**

As can be seen above, the signalized access intersection of Elm and Spring Streets currently operates at a LOS ñCò overall, based upon the existing operations measured in the field. This same level of service is expected in 2013 with the proposed St. Francis Apartments fully occupied, showing that the residential project will have minimal impact on this intersection.

It is important to note that the detection for the Percival Court approach did not always operate properly during the turning movement count. There was one occasion when the detection did not trip and the driver ultimately exited on red. There were also several circumstances when vehicles exited Percival Court on red, prior to the signal change (on these occasions the detection functioned but the drivers did not wait for green). It is recommended that the City of Waterville inspect the detection and adjust the timing as needed to try to correct this situation.

Safety Analysis
Accident Review

The Maine Department of Transportation uses two criteria to determine high crash locations (HCLs). The first is the critical rate factor (CRF), which is a measure of the accident rate. A CRF greater than one indicates a location which has a higher than expected accident rate. The expected rate is calculated as a statewide average of similar facilities.

The second criterion, which must also be met, is based upon the number of accidents that occur at a particular location. Eight or more accidents must also occur over the three-year study period for the location to be considered a high crash location. Accident data was obtained from MaineDOT for Elm Street, Spring Street and Percival Court within the vicinity of the site for the most recent three-year period, 2009 - 2011. This data is summarized by location in the following table:

Location Description	# of Acc.	CRF
Intersection of Elm Street and Western Avenue	11	0.68
Elm Street between Western Avenue and Elm Court	2	0.34
Elm Street between School Street and Percival Court	1	0.33
Elm Street between Winter Street and Park/Appleton Streets	1	0.21
Intersection of Elm Street and Park/Appleton Streets	9	0.54
Intersection of Spring Street, Silver Street and Concourse	3	0.25
Spring Street between the Concourse/Silver Street and Elm Street	1	0.94

As can be seen above, there are no locations within the vicinity of the proposed apartments that meet the high crash criteria. As a result, no additional accident review or evaluation is necessary.

Driveway Sight Distance

One of the most important safety factors to consider for a project with limited trip generation, such as this, is sight distance from the access drive. This sight distance is measured ten feet back from the edge of travel way at a driverôs eye height of 3.5 feet to an object height of 4.25 feet. Maine Traffic Resources recommend a minimum sight distance of 250ô for the 25 mph speed limit. Since this drive is signalized the sight distance will also be necessary when the traffic signal is operating on flash, such as during power failures. Sight distance was measured from the Percival Court exit drive. Sight distance exceeds 300ô in both the right and left directions. Since the sight distances exceed the minimum there are no sight distance concerns.

SUMMARY

To summarize, given projected peak trip generation of only 15 one-way trips per hour, no traffic operational impacts on level of service or capacity would be expected. Capacity analysis showed that the signalized intersection of Elm Street, Spring Street and Percival Court currently operates at LOS ñCò overall and is expected to remain at this level with the proposed St. Francis Apartments fully occupied. In terms of safety, no high crash locations were identified within the vicinity of the proposed elderly apartments. Sight distance from the exit at Percival Court exceeds the recommended minimum for the event that the traffic signal is not operating. Some detection and timing issues were observed for vehicles exiting Percival Court. It is recommended that the City of Waterville inspect and adjust the detection/timings to try to correct the current situation.

Figure 1

Site Location

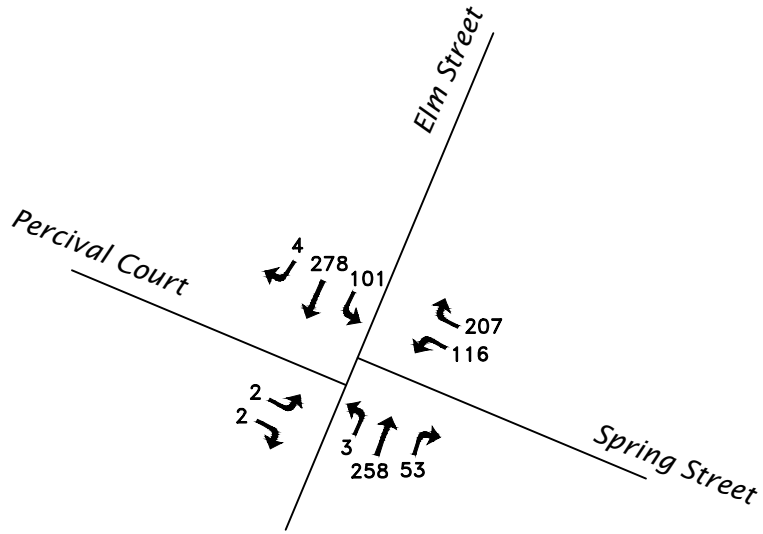
St. Francis Apartments

Waterville, Maine

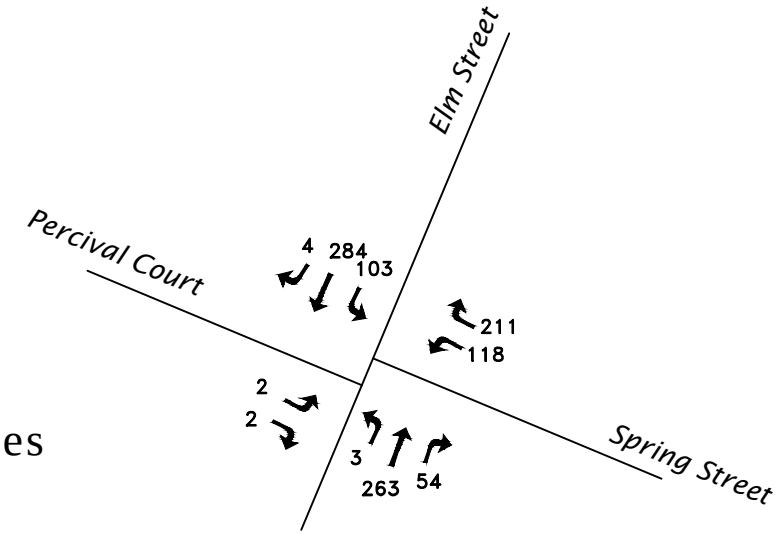
Maine Traffic Resources
25 Vine Street
Gardiner, ME
04345
tel: (207) 582-5252
fax: (207) 582-1677

Approx. North

Not To Scale



2012 Existing Conditions
PM Peak Hour Volumes



2013 No Build Conditions
PM Peak Hour Volumes
Increase of 2% over 2012 Volumes

Figure 2

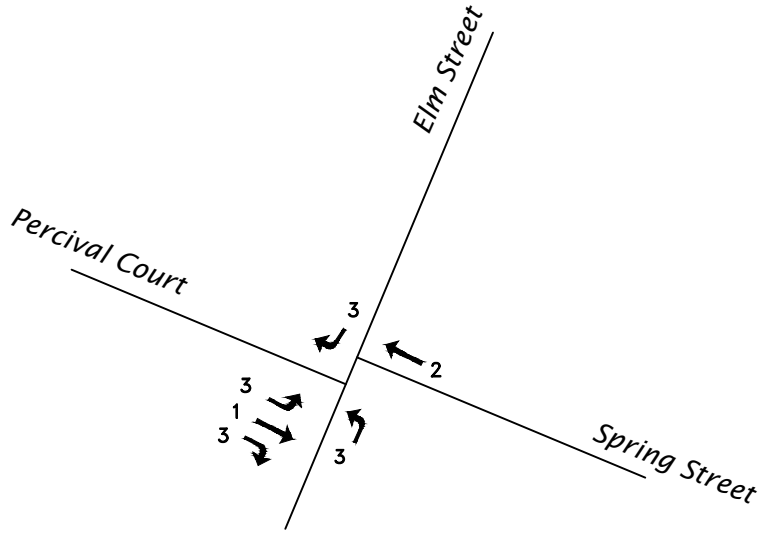
St. Francis Apartments
2012/2013 Conditions
Peak Hour Volumes

Maine Traffic Resources
25 Vine Street
Gardiner, ME
04345
tel: (207) 582-5252
fax: (207) 582-1677

Approx. North

Not To Scale

Trip Assignments



2013 Build Conditions
PM Peak Hour Volumes

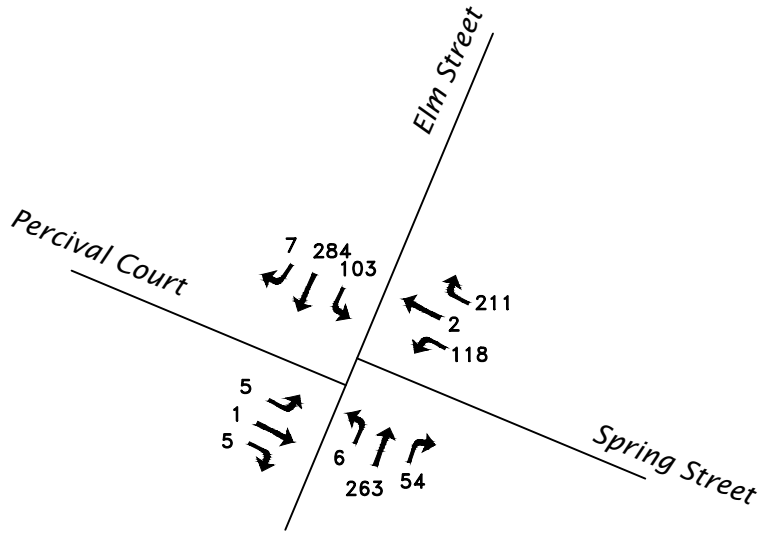


Figure 3

St. Francis Apartments
2013 No Build Conditions
Peak Hour Volumes

Maine Traffic Resources
25 Vine Street
Gardiner, ME
04345
tel: (207) 582-5252
fax: (207) 582-1677

APPENDIX

Turning Movement Count

Capacity Analyses

Accident Data

Maine Traffic Resources
25 Vine Street
Gardiner, ME 04345
mainetrafficresources.com

St. Francis Apartments
Waterville
MRD
Partly Cloudy

File Name : WatervilleStFrancisPM
Site Code : 11111111
Start Date : 5/15/2012
Page No : 1

Groups Printed- Passenger Vehicles - Light Trucks - Heavy Trucks

	Elm Street From North					Spring Street From East					Elm Street From South					Percival Court From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
03:45 PM	3	77	22	0	102	47	0	27	0	74	9	58	1	0	68	2	0	0	0	2	246
Total	3	77	22	0	102	47	0	27	0	74	9	58	1	0	68	2	0	0	0	2	246
04:00 PM	1	64	40	0	105	59	0	32	0	91	17	58	1	0	76	0	0	0	0	0	272
04:15 PM	0	63	21	0	84	37	0	24	0	61	8	55	1	0	64	0	0	1	0	1	210
04:30 PM	0	62	14	0	76	55	0	28	0	83	17	76	0	0	93	0	0	1	0	1	253
04:45 PM	0	72	13	0	85	38	0	21	0	59	5	73	0	0	78	0	0	0	0	0	222
Total	1	261	88	0	350	189	0	105	0	294	47	262	2	0	311	0	0	2	0	2	957
05:00 PM	0	69	16	0	85	30	0	29	0	59	17	86	0	0	103	1	0	1	0	2	249
05:15 PM	0	65	20	0	85	29	0	25	0	54	14	65	1	0	80	1	0	1	0	2	221
05:30 PM	0	64	20	0	84	40	0	21	0	61	9	54	0	0	63	0	0	0	0	0	208
Grand Total	4	536	166	0	706	335	0	207	0	542	96	525	4	0	625	4	0	4	0	8	1881
Apprch %	0.6	75.9	23.5	0.0		61.8	0.0	38.2	0.0		15.4	84.0	0.6	0.0		50.0	0.0	50.0	0.0		
Total %	0.2	28.5	8.8	0.0	37.5	17.8	0.0	11.0	0.0	28.8	5.1	27.9	0.2	0.0	33.2	0.2	0.0	0.2	0.0	0.4	

	Elm Street From North					Spring Street From East					Elm Street From South					Percival Court From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour From 03:45 PM to 05:30 PM - Peak 1 of 1																					
Intersection	03:45 PM																				
Volume	4	266	97	0	367	198	0	111	0	309	51	247	3	0	301	2	0	2	0	4	981
Percent	1.1	72.5	26.4	0.0		64.1	0.0	35.9	0.0		16.9	82.1	1.0	0.0		50.0	0.0	50.0	0.0		
04:00 Volume	1	64	40	0	105	59	0	32	0	91	17	58	1	0	76	0	0	0	0	0	272
Peak Factor																					0.902
High Int.	04:00 PM					04:00 PM					04:30 PM					03:45 PM					
Volume	1	64	40	0	105	59	0	32	0	91	17	76	0	0	93	2	0	0	0	2	
Peak Factor					0.874					0.849					0.809					0.500	

GROUP I: $\frac{0.91}{0.87} = 1.046$

278 101 207 116 53 258 2 2

4 3

SPRING ST. & ELM ST. = GROUP I

SHORT REPORT

General Information		Site Information	
Analyst		Intersection	*Elm, Spring & Percival*
Agency or Co.	*MTR*	Area Type	*All other areas*
Date Performed	*5/16/2012*	Jurisdiction	*Waterville*
Time Period	*PM Peak Hour*	Analysis Year	*2012 Existing*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0
Lane Group		LTR			LT	R		LT	R	L	TR	
Volume (vph)	2	0	2	116	0	207	3	258	53	101	278	4
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time		2.0			2.0	2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green		2.0			2.0	2.0		2.0	2.0	2.0	2.0	
Arrival Type		3			3	3		3	3	3	3	
Unit Extension		3.0			3.0	3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	50	0	0	15	0	0	0
Lane Width		12.0			12.0	12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour		0			0	0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	WB Only	EB Only	03	04	SB Only	NS Perm	07	08
Timing	G = 15.0	G = 5.0	G =	G =	G = 8.0	G = 60.0	G =	G =
	Y = 4.3	Y = 13.5	Y =	Y =	Y = 4.5	Y = 4.5	Y =	Y =
Duration of Analysis (hrs) = 0.25						Cycle Length C = 114.8		

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		4			129	174		290	42	112	313	
Lane Group Capacity		74			232	317		972	1096	633	1174	
v/c Ratio		0.05			0.56	0.55		0.30	0.04	0.18	0.27	
Green Ratio		0.04			0.13	0.20		0.52	0.69	0.63	0.63	
Uniform Delay d_1		52.6			46.8	41.2		15.5	5.6	8.9	9.4	
Delay Factor k		0.11			0.15	0.15		0.11	0.11	0.11	0.11	
Incremental Delay d_2		0.3			2.9	2.0		0.2	0.0	0.1	0.1	
PF Factor		1.000			1.000	1.000		1.000	1.000	1.000	1.000	
Control Delay		52.9			49.7	43.3		15.7	5.6	9.0	9.5	
Lane Group LOS		D			D	D		B	A	A	A	
Approach Delay	52.9			46.0			14.4			9.4		
Approach LOS	D			D			B			A		
Intersection Delay	21.5			Intersection LOS						C		

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SHORT REPORT

General Information		Site Information	
Analyst		Intersection	*Elm, Spring & Percival*
Agency or Co.	*MTR*	Area Type	*All other areas*
Date Performed	*5/16/2012*	Jurisdiction	*Waterville*
Time Period	*PM Peak Hour*	Analysis Year	*2013 No-Build*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0
Lane Group		LTR			LT	R		LT	R	L	TR	
Volume (vph)	2	0	2	118	0	211	3	263	54	103	284	4
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time		2.0			2.0	2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green		2.0			2.0	2.0		2.0	2.0	2.0	2.0	
Arrival Type		3			3	3		3	3	3	3	
Unit Extension		3.0			3.0	3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	50	0	0	15	0	0	0
Lane Width		12.0			12.0	12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour		0			0	0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	WB Only	EB Only	03	04	SB Only	NS Perm	07	08
Timing	G = 15.0	G = 5.0	G =	G =	G = 8.0	G = 60.0	G =	G =
	Y = 4.3	Y = 13.5	Y =	Y =	Y = 4.5	Y = 4.5	Y =	Y =

Duration of Analysis (hrs) = *0.25* Cycle Length C = *114.8*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		4			131	179		295	43	114	320	
Lane Group Capacity		74			232	317		972	1096	629	1174	
v/c Ratio		0.05			0.56	0.56		0.30	0.04	0.18	0.27	
Green Ratio		0.04			0.13	0.20		0.52	0.69	0.63	0.63	
Uniform Delay d_1		52.6			46.8	41.4		15.5	5.6	8.9	9.4	
Delay Factor k		0.11			0.16	0.16		0.11	0.11	0.11	0.11	
Incremental Delay d_2		0.3			3.2	2.3		0.2	0.0	0.1	0.1	
PF Factor		1.000			1.000	1.000		1.000	1.000	1.000	1.000	
Control Delay		52.9			50.0	43.7		15.7	5.6	9.0	9.5	
Lane Group LOS		D			D	D		B	A	A	A	
Approach Delay	52.9			46.4			14.4			9.4		
Approach LOS	D			D			B			A		
Intersection Delay	21.7			Intersection LOS						C		

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SHORT REPORT

General Information		Site Information	
Analyst	DWM	Intersection	Elm, Spring & Percival
Agency or Co.	MTR	Area Type	All other areas
Date Performed	5/16/2012	Jurisdiction	Waterville
Time Period	PM Peak Hour	Analysis Year	2013 Build

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0
Lane Group		LTR			LT	R		LT	R	L	TR	
Volume (vph)	5	1	5	118	2	211	6	263	54	103	284	7
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time		2.0			2.0	2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green		2.0			2.0	2.0		2.0	2.0	2.0	2.0	
Arrival Type		3			3	3		3	3	3	3	
Unit Extension		3.0			3.0	3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	50	0	0	15	0	0	0
Lane Width		12.0			12.0	12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour		0			0	0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	WB Only	EB Only	03	04	SB Only	NS Perm	07	08
Timing	G = 15.0	G = 5.0	G =	G =	G = 8.0	G = 60.0	G =	G =
	Y = 4.3	Y = 13.5	Y =	Y =	Y = 4.5	Y = 4.5	Y =	Y =
Duration of Analysis (hrs) = 0.25						Cycle Length C = 114.8		

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		13			133	179		299	43	114	324	
Lane Group Capacity		74			232	317		966	1096	625	1172	
v/c Ratio		0.18			0.57	0.56		0.31	0.04	0.18	0.28	
Green Ratio		0.04			0.13	0.20		0.52	0.69	0.63	0.63	
Uniform Delay d_1		52.9			46.9	41.4		15.6	5.6	8.9	9.4	
Delay Factor k		0.11			0.17	0.16		0.11	0.11	0.11	0.11	
Incremental Delay d_2		1.1			3.4	2.3		0.2	0.0	0.1	0.1	
PF Factor		1.000			1.000	1.000		1.000	1.000	1.000	1.000	
Control Delay		54.1			50.3	43.7		15.8	5.6	9.1	9.6	
Lane Group LOS		D			D	D		B	A	A	A	
Approach Delay	54.1			46.5			14.5			9.4		
Approach LOS	D			D			B			A		
Intersection Delay	22.0			Intersection LOS						C		

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Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I ☑ Section Detail ☑ Crash Summary II ☐ 1320 Included ☐ 1320 & Driver Report Included

REPORT DESCRIPTION

Percival Ct area

REPORT PARAMETERS

Year 2009, Start Month 1 through Year 2011 End Month: 12

Route: 0011X	Start Node:	26377	Start Offset:	0	☐ Exclude First Node
	End Node:	26382	End Offset:	0	☐ Exclude Last Node
Route: 1150182	Start Node:	27105	Start Offset:	0	☑ Exclude First Node
	End Node:	27106	End Offset:	0	☐ Exclude Last Node
Route: 3201848	Start Node:	28044	Start Offset:	0	☐ Exclude First Node
	End Node:	26380	End Offset:	0	☑ Exclude Last Node

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
26377	0011X - 146.94	1103141 WAT,WESTERN AVE,ELM ST.	9	11	0	1	2	1	7	36.4	4.851	0.76	1.12	0.00
												Statewide Crash Rate:	0.62	
26378	0011X - 147.04	1103142 WAT,ELM ST,ELM CT.	2	0	0	0	0	0	0	0.0	4.639	0.00	0.32	0.00
												Statewide Crash Rate:	0.12	
26379	0011X - 147.08	1103143 WAT,ELM,SCHOOL ST	2	0	0	0	0	0	0	0.0	4.694	0.00	0.32	0.00
												Statewide Crash Rate:	0.12	
27105	0011X - 147.12	1103918 WAT,PERCIVAL,ELM ST.	2	0	0	0	0	0	0	0.0	4.760	0.00	0.32	0.00
												Statewide Crash Rate:	0.12	
26380	0011X - 147.13	Int of ELM ST, SPRING ST	9	0	0	0	0	0	0	0.0	5.002	0.00	1.11	0.00
												Statewide Crash Rate:	0.62	
26381	0011X - 147.18	1103145 WAT,ELM,WINTER ST.	2	0	0	0	0	0	0	0.0	4.524	0.00	0.33	0.00
												Statewide Crash Rate:	0.12	
26382	0011X - 147.26	1103146 WAT,PARK,ELM,APPLETON ST.	9	9	0	0	1	3	5	44.4	4.884	0.61	1.12	0.00
												Statewide Crash Rate:	0.62	
27106	1150182 - 0.06	1103919 WAT,PERCIVAL CT,END	2	0	0	0	0	0	0	0.0	0.018	0.00	-4.87	0.00
												Statewide Crash Rate:	0.14	
28044	3201848 - 0	Int of ENT TO CONCOURS, SILVER ST, SPRING ST	9	3	0	0	0	0	3	0.0	3.354	0.30	1.21	0.00
												Statewide Crash Rate:	0.62	
Study Years:	3.00	NODE TOTALS:		23	0	1	3	4	15	34.8	36.726	0.21	0.51	0.41

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
26377	26378	203673	0 - 0.10	0011X - 146.94	0.10	2	2	0	0	2	0	0	100.0	0.00462	144.16	420.53	0.00
1103141 WAT,WESTERN AVE,ELM ST.				ST RTE 11											Statewide Crash Rate: 170.77		
26378	26379	203676	0 - 0.04	0011X - 147.04	0.04	2	0	0	0	0	0	0	0.0	0.00186	0.00	531.70	0.00
1103142 WAT,ELM ST,ELM CT.				ST RTE 11											Statewide Crash Rate: 170.77		
26379	27105	203679	0 - 0.04	0011X - 147.08	0.04	2	1	0	0	0	0	1	0.0	0.00189	176.03	529.38	0.00
1103143 WAT,ELM,SCHOOL ST				ST RTE 11											Statewide Crash Rate: 170.77		
26381	26382	203683	0 - 0.08	0011X - 147.10	0.08	2	1	0	0	0	1	0	100.0	0.00351	94.89	451.24	0.00
1103145 WAT,ELM,WINTER ST.				ST RTE 11											Statewide Crash Rate: 170.77		
26380	27105	203682	0 - 0.01	0011X - 147.12	0.01	2	0	0	0	0	0	0	0.0	0.00047	0.00	711.67	0.00
Int of ELM ST, SPRING ST				ST RTE 11											Statewide Crash Rate: 170.77		
26380	26381	203680	0 - 0.05	0011X - 147.13	0.05	2	0	0	0	0	0	0	0.0	0.00217	0.00	511.08	0.00
Int of ELM ST, SPRING ST				ST RTE 11											Statewide Crash Rate: 170.77		
27105	27106	204646	0 - 0.06	1150182 - 0	0.06	2	0	0	0	0	0	0	0.0	0.00002	0.00	-1441.80	0.00
1103918 WAT,PERCIVAL,ELM ST.				RD INV 11 50182											Statewide Crash Rate: 336.73		
28044	26380	2752319	0 - 0.11	3201848 - 0	0.11	2	1	0	0	0	1	0	100.0	0.00050	664.18	706.23	0.00
Int of ENT TO CONCOURS, SILVER ST, SPRING ST				RD INV 3201848											Statewide Crash Rate: 170.77		
Study Years: 3.00				Section Totals:	0.49		5	0	0	2	2	1	80.0	0.01506	110.65	318.41	0.35
				Grand Totals:	0.49		28	0	1	5	6	16	42.9	0.01506	619.63	452.19	1.37

Crash Summary

Section Details

Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	Injury Crashes K	A	B	C	PD	Crash Report	Crash Date	Crash Mile Point	Injury Degree
26377	26378	203673	0 - 0.10	0011X - 146.94	2	0	0	2	0	0	2011-2614	06/10/2011	146.99	B
											2010-4622C	02/27/2010	147.01	B
26378	26379	203676	0 - 0.04	0011X - 147.04	0	0	0	0	0	0				
26379	27105	203679	0 - 0.04	0011X - 147.08	1	0	0	0	0	1	2011-2435	04/01/2011	147.11	PD
26380	27105	203682	0 - 0.01	0011X - 147.12	0	0	0	0	0	0				
26380	26381	203680	0 - 0.05	0011X - 147.13	0	0	0	0	0	0				
26381	26382	203683	0 - 0.08	0011X - 147.18	1	0	0	0	1	0	2010-23404C	10/04/2010	147.24	C
27105	27106	204646	0 - 0.06	1150182 - 0	0	0	0	0	0	0				
28044	26380	2752319	0 - 0.11	3201848 - 0	1	0	0	0	1	0	2010-32702C	07/26/2010	0.01	C
				Totals:	5	0	0	2	2	1				

Crash Summary II - Characteristics

Crashes by Day and Hour

	AM												PM													
	Hour of Day																									
Day Of Week	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	Un	Tot
SUNDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
MONDAY	0	0	0	0	0	0	0	0	0	1	1	0	0	1	1	0	0	0	0	1	0	0	0	0	0	5
TUESDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
WEDNESDAY	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	1	0	0	1	0	0	0	0	0	0	5
THURSDAY	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	6
FRIDAY	2	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	6
SATURDAY	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	1	0	0	1	0	0	0	0	0	0	4
Totals	2	0	0	0	0	0	0	0	0	2	2	3	3	4	2	3	1	2	3	1	0	0	0	0	0	28

Vehicle Counts by Type

Unit Type	Total	Unit Type	Total
1-Passenger Car	40	23-Bicyclist	2
2-(Sport) Utility Vehicle	2	24-Witness	4
3-Passenger Van	4	25-Other	1
4-Cargo Van (10K lbs or Less)	0	Total	61
5-Pickup	5		
6-Motor Home	0		
7-School Bus	0		
8-Transit Bus	0		
9-Motor Coach	0		
10-Other Bus	0		
11-Motorcycle	0		
12-Moped	0		
13-Low Speed Vehicle	0		
14-Autocycle	0		
15-Experimental	0		
16-Other Light Trucks (10,000 lbs or Less)	0		
17-Medium/Heavy Trucks (More than 10,000 lbs)	0		
18-ATV - (4 wheel)	0		
20-ATV - (2 wheel)	0		
21-Snowmobile	0		
22-Pedestrian	3		

Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	0	7	0	0	0	0	7
Ran Off Roadway	0	0	0	0	0	0	0
Failed to Yield Right-of-Way	7	1	0	0	0	0	8
Ran Red Light	0	0	0	0	0	0	0
Ran Stop Sign	0	0	0	0	0	0	0
Disregarded Other Traffic Sign	0	0	0	0	0	0	0
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	3	0	0	0	0	0	3
Drove Too Fast For Conditions	1	0	0	0	0	0	1
Improper Turn	0	0	0	0	0	0	0
Improper Backing	0	0	0	0	0	0	0
Improper Passing	0	0	0	0	0	0	0
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	1	0	0	0	0	0	1
Failed to Keep in Proper Lane	0	1	0	0	0	0	1
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	1	0	0	0	0	0	1
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	0	0	0	0	0	0	0
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	2	0	0	0	0	0	2
Unknown	0	0	0	0	0	0	0
Total	15	9	0	0	0	0	24

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	24	24	1	0	0	0	49
Physically Impaired or Handicapped	0	0	0	0	0	0	0
Emotional(Depressed, Angry, Disturbed, etc.)	0	0	0	0	0	0	0
Ill (Sick)	0	0	0	0	0	0	0
Asleep or Fatigued	0	0	0	0	0	0	0
Under the Influence of Medications/Drugs/Alcohol	3	2	0	0	0	0	5
Other	0	0	0	0	0	0	0
Total	27	26	1	0	0	0	54

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	4	0	0	0	0	4
20-24	5	0	0	0	0	5
25-29	1	0	0	0	0	1
30-39	8	0	0	0	0	8
40-49	8	0	0	0	0	8
50-59	10	0	0	0	0	10
60-69	9	0	0	0	0	9
70-79	4	0	0	0	0	4
80-Over	0	0	0	0	0	0
Unknown	3	2	0	3	0	8
Total	52	2	0	3	0	57

Crash Summary II - Characteristics

Most Harmful Event

Most Harmful Event	Total
1-Overturn / Rollover	0
2-Fire / Explosion	0
3-Immersion	0
4-Jackknife	0
5-Cargo / Equipment Loss Or Shift	0
6-Fell / Jumped from Motor Vehicle	0
7-Thrown or Falling Object	0
8-Other Non-Collision	0
9-Pedestrian	1
10-Pedalcycle	0
11-Railway Vehicle - Train, Engine	0
12-Animal	0
13-Motor Vehicle in Transport	4
14-Parked Motor Vehicle	0
15-Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle	0
16-Work Zone / Maintenance Equipment	0
17-Other Non-Fixed Object	4
18-Impact Attenuator / Crash Cushion	0
19-Bridge Overhead Structure	0
20-Bridge Pier or Support	0
21-Bridge Rail	0
22-Cable Barrier	0
23-Culvert	0
24-Curb	0
25-Ditch	0
26-Embankment	0
27-Guardrail Face	0
28-Guardrail End	0
29-Concrete Traffic Barrier	0
30-Other Traffic Barrier	0
31-Tree (Standing)	0
32-Utility Pole / Light Support	0
33-Traffic Sign Support	0
34-Traffic Signal Support	0
35-Fence	0
36-Mailbox	0
37-Other Post Pole or Support	0
38-Other Fixed Object (wall, building, tunnel, etc.)	0
39-Unknown	10
40-Gate or Cable	0
41-Pressure Ridge	0
Total	19

Traffic Control Devices

Traffic Control Device	Total
1-Traffic Signals (Stop & Go)	22
2-Traffic Signals (Flashing)	1
3-Advisory/Warning Sign	0
4-Stop Signs - All Approaches	0
5-Stop Signs - Other	0
6-Yield Sign	0
7-Curve Warning Sign	0
8-Officer, Flagman, School Patrol	0
9-School Bus Stop Arm	0
10-School Zone Sign	0
11-R.R. Crossing Device	0
12-No Passing Zone	0
13-None	5
14-Other	0
Total	28

Injury Data

Severity Code	Injury Crashes	Number Of Injuries
K	0	0
A	1	1
B	5	7
C	6	7
PD	16	0
Total	28	15

Road Character

Road Grade	Total
1-Level	26
2-On Grade	2
3-Top of Hill	0
4-Bottom of Hill	0
5-Other	0
Total	28

Light

Light Condition	Total
1-Daylight	20
2-Dawn	0
3-Dusk	0
4-Dark - Lighted	8
5-Dark - Not Lighted	0
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	28

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2009	2010	2011	Total
JANUARY	1	1	1	3
FEBRUARY	1	2	1	4
MARCH	1	0	1	2
APRIL	0	0	1	1
MAY	1	0	1	2
JUNE	0	0	1	1
JULY	0	1	1	2
AUGUST	0	0	1	1
SEPTEMBER	0	1	0	1
OCTOBER	1	1	2	4
NOVEMBER	0	1	1	2
DECEMBER	4	0	1	5
Total	9	7	12	28

Report is limited to the last 10 years of data.

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End / Sideswipe	1	0	0	15	0	0	0	0	0	0	0	0	0	16
Head-on / Sideswipe	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intersection Movement	0	0	0	6	0	1	0	0	0	0	0	0	0	7
Pedestrians	2	0	0	1	0	0	0	0	0	0	0	0	0	3
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	1	0	0	1	0	0	0	0	0	0	0	0	0	2
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	4	0	0	23	0	1	0	0	0	0	0	0	0	28

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Blowing Sand, Soil, Dirt												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Blowing Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Clear												
Dark - Lighted	2	0	0	0	0	0	0	0	0	0	1	3
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	8	3	0	0	0	0	0	1	0	0	0	12
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Cloudy												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	5	0	0	0	0	0	0	0	0	0	1	6
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Other												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Rain												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	2	2
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Severe Crosswinds												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	0	3	0	0	0	3
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	2	0	0	0	2
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	15	3	0	0	0	0	0	6	0	0	0	28

Waterville
WEST ST
SHELDON PLACE
PARK ST
26382
APPLETON ST
FRONT ST
NUDD ST
ELM ST
CONCOURSE
TEMPLE ST
WINTER ST
DALTON ST
26381
LAWRENCE ST
27106
PERCIVAL CT
26380
COMMON ST
PEARL ST
SCHOOL ST
27105
PLEASANT ST
27099
SPRING PLACE
26379
28044
SILVER ST
CROMMETT ST
ELM CT
26378
MAIN ST
RAMP G
RAMP C100X
WESTERN CT
BELMONT AV
SPRING ST
RAMP F
WESTERN AV
ST RTE 11
SILVER ST
RAMP E
26377
SILVER PLACE
LOCKWOOD ALY
OXFORD ST
WATER ST
RAMP B
BRIDGE ST
DUNTON CT
KENNEBEC ST

DrummondWoodsum

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† Admitted In New Hampshire

May 15, 2012

David R. Butler, Esq.
Butler Whittier, LLC
45 Silver Street
Waterville, Maine 04901

Re: St. Francis Apartments, Inc./Allan L. Rancourt

Dear David:

This letter follows up on our April 27th telephone conversation and your letter to me of May 9th regarding the above-referenced matter and is further subject to Rule 408 of the Maine Rules of Evidence.

To confirm our discussion, in order to address any claims that Allan Rancourt may have to the historical use of portions of the St. Francis De Sales Church property immediately adjacent to his property on Percival Court, and without admitting that Mr. Rancourt has any such claims, St. Francis Apartments, Inc. is prepared, following its acquisition of the Church property, to execute and deliver a release deed to Mr. Rancourt of that portion of the property abutting the easterly side of his property as shown in red on three sides and purple on the fourth (most easterly) side and labeled Parcel 1A on the K & K Land Surveyors, Inc. plan (Revised Draft 05/14/2012) enclosed with this letter. That deed will also include the right for vehicular and pedestrian access over the most westerly portion of Parcel 1B on that plan to be conveyed to the City by St. Francis Apartments, Inc., which right will remain in effect until such time, if ever, as the City accepts that area as part of Percival Court. St. Francis Apartments, Inc. is prepared to make such a conveyance to Mr. Rancourt subject to and contingent upon the following:

1. St. Francis Apartments, Inc. receiving all required permits and approvals for the housing project (the "Project") it proposes to construct on the Church property with all appeal periods with respect to such permits and approvals having expired without any appeals having been taken or, if any such appeals have been taken, such appeals having been finally and fully resolved in favor of St. Francis Apartments, Inc. such that the Project can proceed;

2. Mr. Rancourt not contesting the Project in any fashion, either before any bodies having jurisdiction over the Project or otherwise publicly or privately, or otherwise assisting in any effort to prevent the Project from receiving the required permits and approvals and proceeding;

3. St. Francis Apartments, Inc. closing on the acquisition of the Church property and proceeding with the Project;

4. Mr. Rancourt paying all real estate transfer taxes assessed against him and St.

Francis Apartments, Inc. with respect to the proposed transfer;

5. Mr. Rancourt paying for any title research or title insurance he may wish to undertake or obtain on the property and, in that regard, I would note that we have had title to the Church property examined by Central Maine Title Company which I'm sure would be happy to issue a title insurance policy to him;[1]

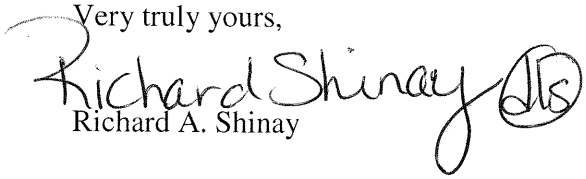
6. Mr. Rancourt and any lenders holding mortgages on his property executing a release deed to St. Francis Apartments, Inc. releasing any and all claims he and they may have against the remainder of the Church property.

I trust this letter is responsive to your request for confirmation of St. Francis Apartments, Inc.'s agreement on this matter but please get back to me if you or Mr. Rancourt have any questions.

Also, I would appreciate your having Mr. Rancourt sign this letter below and returning a signed version to me.

With best regards.

Very truly yours,



Richard A. Shinay

RAS/nm

cc: David P. Twomey
Michael Hebert
Patrick Carroll
Ben Walter

Seen and agreed to as of the 15th day of May, 2012.

_____

Allan L. Rancourt

---

[1] You will note, by the way, that there is a strip of land approximately five (5) feet in width that extends into the Church property from Percival Court. Old Republic Title has authorized Central Maine Title Company to issue a policy to St. Francis Apartments, Inc. without exception for lack of title to this strip and I assume that they will be willing to issue the same coverage to Mr. Rancourt but you may want to check with Don Guild at Central Maine Title Company to confirm that to be the case.

OPTION FOR PURCHASE OF REAL ESTATE

For and in consideration of the sum of [redacted]he amount of the "Option Consideration"), receipt of which is hereby acknowledged, the Roman Catholic Bishop of Portland ("Optionor"), a corporation sole established by the laws of the State of Maine and with a Chancery at 510 Ocean Avenue, Portland, Maine, hereby conveys an option ("Option") to the Diocesan Bureau of Housing, Inc. ("Optionee"), a Maine not for profit corporation with offices at 880 Forest Avenue, Portland, Maine, under the following terms:

1. This Option is for the Real Estate described and/or depicted in Exhibit A.

2. Prior to the Optionee's offer to enter in to this Option Agreement, the Optionee has provided to the Optionor the notice set forth in Exhibit B.

3. To the extent if any set forth in Exhibit C, the Optionor shall have certain obligations with respect to demolition.

4. The Option shall extend through the Option Period. The Option Period shall run from the time of execution of this Option through December 31, 2011 and may be extended under the terms hereof or by separate written agreement.

5. The Optionee may extend the Option Period through June 30, 2012 by payment by December 31, 2011 of an Extension Fee. The Extension Fee shall be [redacted]

6. The Optionee may further extend the Option Period through December 31, 2012 by payment by June 30, 2012 of a further Extension Fee. The further Extension Fee shall be [redacted]

7. The Optionee may rely upon signature by the presiding Roman Catholic Bishop of Portland as sufficient evidence of concurrence or other action of the Optionor with respect to the Option Agreement, its exercise and implementation.

8. In the event of valid extension of the Option Period, references herein to the Option Period shall be construed to include the period through the extended date.

9. The Optionee may exercise the Option at any time during the Option Period by written notice to the Finance Office of the Optionor and by payment of a[redacted]ercise Fee.

10. Full possession of the Real Estate shall remain with the Optionor except as is necessary and convenient for Optionee and its agents, contractors and permitting agencies to come onto the Real Estate to investigate or view the Real Estate with a view toward construction and operation of a housing project thereon, including, without limitation, to determine the presence of oil or hazardous wastes and materials as defined in applicable federal, state, and local statutes and ordinances, and regulations promulgated thereunder. Optionee shall (a) indemnify and hold Optionor harmless from and against any claim for

injury to persons or damage to property arising out of the acts or omissions of Optionee or its agents, contractors and the permitting agencies during the course of such tests and studies, and (b) at the conclusion of such tests and studies, leave the Real Estate in substantially their present condition wherever reasonably possible, excepting only test boring locations which shall be suitably capped for re-testing. Optionor shall cooperate with and join in all permit, zoning, development and financing applications required for development of the contemplated housing development, and the Optionor further designates the Optionee as its representative for the same (which designation can be revoked).

11. During the Option Period and Closing Period, Optionor shall remain responsible for upkeep, maintenance, repair, property and liability insurance (or self insurance) premiums (or allocations), taxes, and utility services, and none of such items shall be apportioned to Optionee at the time of closing, provided nonetheless that Optionor shall have no responsibility for such matters the liability for which is incurred after the Closing Date.

12. Upon exercise of the Option, the Optionee shall be bound to purchase and the Optionor shall be bound to sell the Real Estate for the Purchase Price on the Closing Date, a date which shall be 180 days (or a different date if agreed in writing) from the date of exercise of the Option (the period between exercise and closing being referred to herein as the "Closing Period"), according to and subject to the terms hereof. In the event of sale, amounts paid as Option Fee, Extension Fee(s) and Exercise Fee will be credited to the Purchase Price due.

13. The Purchase Price shall be [redacted]

14. If Exhibit C sets forth any pre-closing demolition obligations and if Optionor in fact undertakes those obligations prior to closing, the component of (b) above shall not exceed the amount actually spent by the Optionor to complete the pre-closing demolition.

15. However, if Exhibit C sets forth any pre-closing demolition obligations, then the Optionee shall further have the election notwithstanding those obligations to forgo the requirement of pre-closing demolition and instead to undertake such demolition post-closing, in which case Optionor at closing will place [redacted] of the Purchase Price into an escrow fund controlled by Optionee as a source for paying post-closing demolition costs incurred by Optionee. Following final payment for completion of post-closing demolition, the remainder of said escrow fund if any shall be remitted to Optionor.

16. Optionee and Optionor will each pay their respective 50% share of the transfer tax as required by the State of Maine.

17. Optionee may examine title thirty (30) days after the date of exercise of the Option and shall within that time notify Optionor in writing of any defects in title which may render the title unmarketable in accordance with the standards adopted by the Maine State Bar Association. Optionee shall have thirty (30) days after said notification to cure any

defects of title so brought to its attention and which render title unmarketable. In the event that defects of title which render the title unmarketable are not cured by Optionor within the above-stated number of days, Optionee shall have the right to rescind its exercise of the Option and have refunded all amounts paid hereunder. Such rescission and refund shall be Optionee's sole remedy in such circumstance. In the event that defects of title which render the title unmarketable are not cured by Optionor within the above-stated number of days, Optionee may nonetheless elect to proceed forward with closing. In the event that closing occurs, Optionee shall have no right to rescission or refund or other remedy regardless of any title defect.

18. Optionee shall pay the Purchase Price as provided herein and execute all papers necessary for the completion of Optionee's purchase at the closing. The sale of the Real Estate hereunder shall be accomplished by Quitclaim deed without Covenant. The sale shall be "AS-IS, WHERE-IS, WITH-ALL-FAULTS," and the Optionor provides no warranty with respect to the condition of the Real Estate.

19. The Optionee's obligations following exercise of the Option are contingent upon (i) the Optionee actually obtaining the funds necessary for purchase and anticipated development of the Real Estate as a housing development and (ii) the condition of and liabilities associated with the Real Estate (including state of title) and the Optionor not materially changing (other than as provided herein) between the time of exercise of the Option and the time of the Closing.

20. The Optionee may assign the Option and the rights under it to a third-party affiliated with the Optionor or Optionee, at any time at or before closing, and whether or not the Option has been exercised as of the date of assignment. In event of such an assignment, the assignee will be bound by this Option, the assignee shall thereupon obtain the rights of the Optionee, and the Optionee shall have no liability under this Option with respect to events or obligations occurring or to occur or to be executed after such assignment.

21. The Option shall not be recorded. In the event that the Real Estate is transferred during the Option Period or the Closing Period, the transferee shall be bound by this Option, the transferee shall thereupon obtain the rights of the Optionor, the Optionor shall obtain the acknowledgment of such transferee that it will be bound, and the Optionor shall have no liability under this Option with respect to events or obligations occurring or to occur or to be executed after such transfer.

22. This Option and the rights hereunder shall extend to and be obligatory upon heirs, personal representatives, successors and assigns of the respective parties.

23. The parties represent and warrant that no party to this contract owes or will owe as a result of the sale hereunder any brokerage fee or commission to any other party. Each party mutually agrees to hold the other party harmless and indemnify the other party (including indemnification for attorney's fees) for any breach of this warranty and representation. Notwithstanding any other provision in this Option, this Paragraph shall survive the closing.

24. No notice or other communication authorized or required by this Option shall be effective unless served in writing and delivered in person or sent by United States registered or certified mail, return receipt requested, directed to the appropriate party at that party's address on the first page hereof or to counsel for that party. For the purposes of this Option, notice shall be deemed to have been given on the date on which the notice is mailed, as aforesaid, or delivered in person.

25. This Option constitutes the entire agreement between the parties hereto, supersedes all prior negotiations and understandings between and among them, and shall not be altered or amended except by additional written agreement signed by all parties hereto. This Option may be executed in more than one counterpart, and each such counterpart shall be deemed an original document. Fax signatures are as effective as original.

ROMAN CATHOLIC BISHOP OF PORTLAND

DATE: May 31, 2011

Richard J. Malone

Bishop Richard J. Malone, solely in his capacity as the Roman Catholic Bishop of Portland, a corporation sole

DATE: May 31, 2011

DIOCESAN BUREAU OF HOUSING

David Twomey, Treasurer, duly authorized

Consented to:

DATE: May 27, 2011

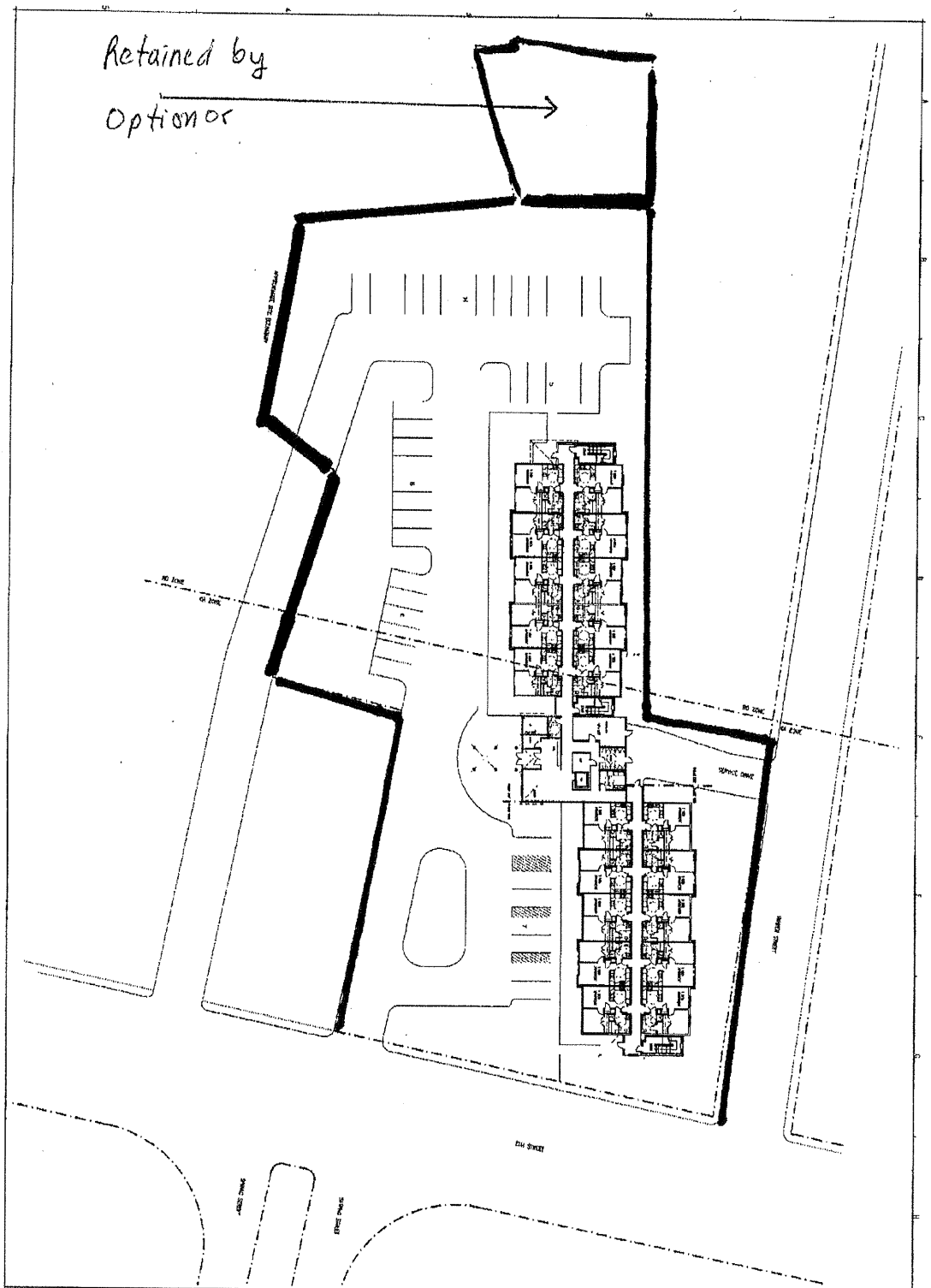
Rev. Joseph E. Daniels

Rev. Joseph E. Daniels, solely in his capacity as Pastor of the Parish in which the Real Estate is located, approval having been obtained by the Parish Council for that Parish

Exhibit A

Attached is a pictoral representation of the Real Estate in Waterville, Maine, located on Elm Street, with illustrative depiction of a possible housing development, parking layout and street configuration, which may be constructed by Optionee following exercise of the Option, closing of the sale, and demolition of existing buildings.

As shown on the pictoral representation, the portion marked "Retained by Optionor" is not included in this Option but shall be retained by Optionor. Further, any conveyance under this Option would reserve for the Optionor an access easement for foot and motor vehicle traffic from the retained parcel to a public street, which such easement shall be appurtenant to the retained parcel and in such location over the parcel subject to the Option so as not to interfere with the proposed development on the parcel subject to the Option. In the event that the Option is exercised, the exact location of the easement shall be fixed and set forth at the time of closing of the purchase of the property subject to the Option.



REVISION DESCRIPTION	DATE	DRAWING TITLE	PROJECT TITLE	OWNER / DEVELOPER
		SCHEMATIC SITE PLAN CWS PROJ. NO.: 10.432	ST. FRANCIS HUD 202 82 ELM STREET WATERVILLE ME	OWNER'S NAME OWNERS NAME OWNERS NAME STREET ADDRESS LINE 1 STREET ADDRESS LINE 2 TOWN AND STATE

DRAWING NUMBER: A1.01

SCALE: 1:20
DATE: 04/16/20
ISSUED FOR REVIEW

CWS Architects

Exhibit B
Notice under 49 CFR §24.101 (b) (2)

The Option is being acquired in connection with the proposed acquisition for a program or project undertaken by or to be undertaken by an agency or person that receives or may apply to receive Federal financial assistance but which agency or person does not have authority to acquire property by eminent domain.

Prior to making the offer to enter into this Option Agreement, the Optionee has informed the Optionor of the following:

(i) The Optionee would be unable to acquire the property if negotiations failed to result in an agreement as the Optionee does not have the power of eminent domain;

(ii) The Optionee believes the market value of the property without buildings to be: [redacted] an amount established by appraisal as the value with certain building(s) demolished; and

(iii)The transaction is intended to be considered "voluntary" under the Uniform Relocation and Real Property Act and its implementing regulations ("applicable law") and as a result of this disclosure to qualify for the exemption set forth in 49 CFR §24.101 (b) (2). That applicable law and exemption does not render the Optionor eligible for any relocation assistance. To the extent set forth in such applicable law only, tenants if any in the Real Estate, displaced as a result of exercise of the Option, may be entitled to relocation assistance. This Notice does not provide any tenant relocation assistance other than as provided in such applicable law.

Exhibit C

Demolition provisions
[check one option below only]

____ ~~Optionor has no demolition obligations, and the parties do not contemplate demolition as a condition to or obligation of this Option Agreement.~~

__X_ Unless elected otherwise by Optionee under Paragraph15, upon exercise of the Option and following Optionee's pre-closing clearance or waiver of title issues under this Option Agreement, the Optionor shall be required at its cost to demolish and remove the following building(s) on the Real Estate no later than 10 days prior to the Closing, such demolition and removal to be accomplished in conformity to all applicable laws and regulations, including without limitation environmental and zoning laws and requirements and to return the Real Estate to a safe condition, suitable for building, leaving an excavated opening in the location of former building footprint(s), free and clear of all debris as stated hereafter: All building(s) will be removed. In the event that those demolition and removal requirements are not fully met prior to the 10 days before the Closing Date, the Optionee may in its sole discretion, either extend the Closing Date and in its discretion pursue rights for specific performance of all Optionor's obligations, or alternatively cancel the Option Agreement and return any Option Fee, Extension Fee and Closing Fee paid hereunder. The building(s) to be demolished are all buildings on the site. Utilities need to be capped at the street. All demolition debris, including foundation and concrete slabs, must be removed from the site. All asbestos shall be removed from the site as part of the demolition and such removal, handling and transportation shall be accomplished to a standard no less than the most stringent of the pertinent governmental regulations and industry practice.

EXTENSION OF OPTION

Whereas, Diocesan Bureau of Housing ("Optionee"), a Maine not for profit corporation, and the Roman Catholic Bishop of Portland ("Optionor"), a corporation sole created under the laws of the State of Maine, have entered into an option contract ("Option Contract") with regard to the real estate in Waterville, Maine, set forth in Exhibit A.

Whereas, the Option Contract provides as follows:

4. The Option shall extend through the Option Period. The Option Period shall run from the time of execution of this Option through December 31, 2011 and may be extended under the terms hereof or by separate written agreement.

5. The Optionee may extend the Option Period through June 30, 2012 by payment by December 31, 2011 of an Extension Fee. The Extension Fee shall b[redacted]

6. The Optionee may further extend the Option Period through December 31, 2012 by payment by June 30, 2012 of a further Extension Fee. The further Extension Fee shall [redacted]

7. The Optionee may rely upon signature by the presiding Roman Catholic Bishop of Portland as sufficient evidence of concurrence or other action of the Optionor with respect to the Option Agreement, its exercise and implementation.

Whereas, the Optionee desires to exercise the first extension;

Therefore, the parties agree as follows:

The Option is hereby extended through June 30, 2012, and the first Extension Fee [redacted]as been paid.

ROMAN CATHOLIC BISHOP OF PORTLAND

DATE: 12/13, 2011

Bishop Richard J. Malone, solely in his capacity as the Roman Catholic Bishop of Portland, a corporation sole

DATE: DECEMBER 12, 2011

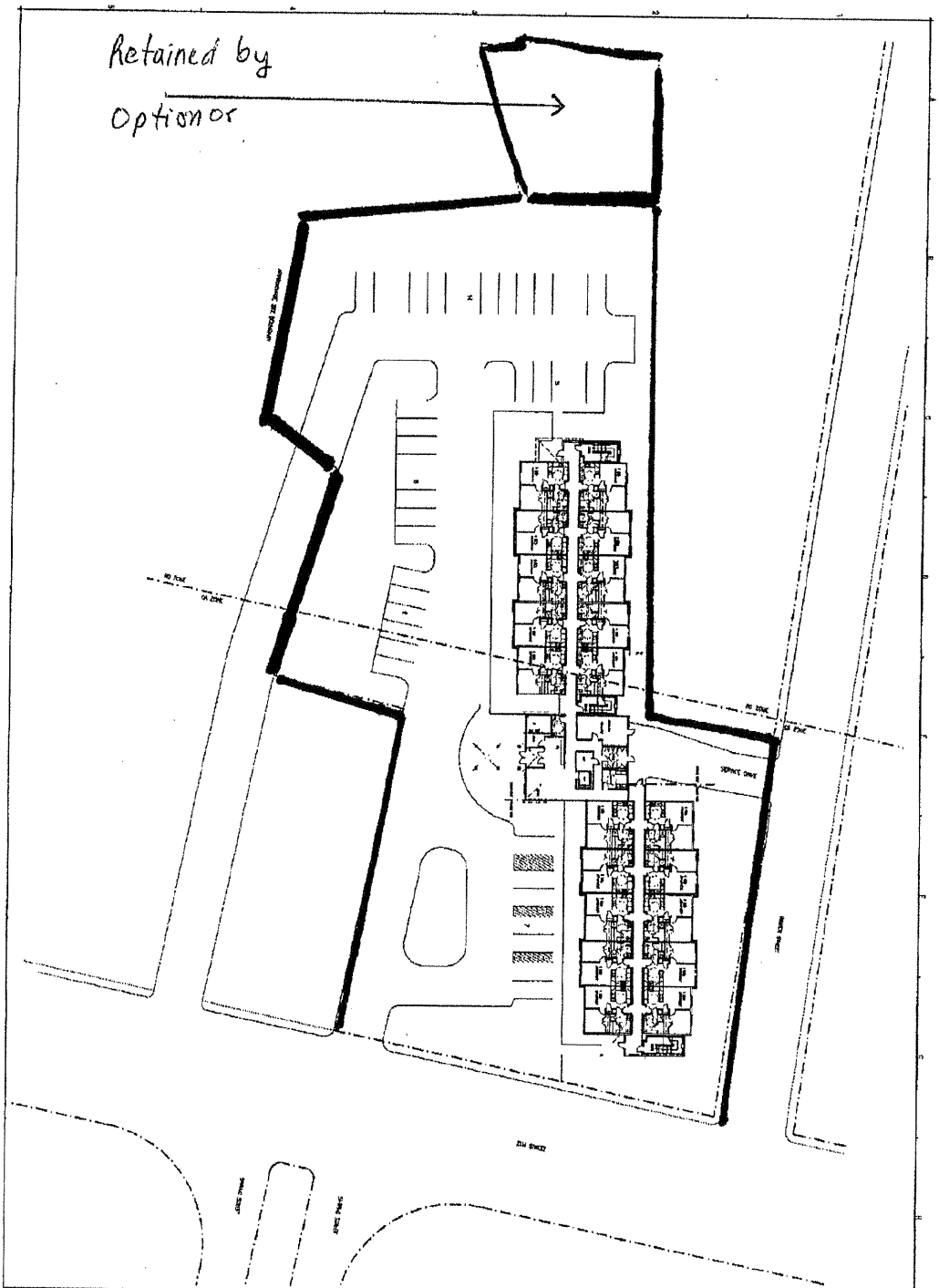
DIOCESAN BUREAU OF HOUSING

David Twomey, Treasurer, duly authorized

Exhibit A

Attached is a pictorial representation of the Real Estate in Waterville, Maine, located on Elm Street, with illustrative depiction of a possible housing development, parking layout and street configuration, which may be constructed by Optionee following exercise of the Option, closing of the sale, and demolition of existing buildings.

As shown on the pictorial representation, the portion marked "Retained by Optionor" is not included in this Option but shall be retained by Optionor. Further, any conveyance under this Option would reserve for the Optionor an access easement for foot and motor vehicle traffic from the retained parcel to a public street, which such easement shall be appurtenant to the retained parcel and in such location over the parcel subject to the Option so as not to interfere with the proposed development on the parcel subject to the Option. In the event that the Option is exercised, the exact location of the easement shall be fixed and set forth at the time of closing of the purchase of the property subject to the Option.



A1.01	REVISION DESCRIPTION / DATE	SCHEMATIC SITE PLAN	ST. FRANCIS HUD 202	OWNER'S NAME OWNERS NAME OWNERS NAME	CWS Architects	CWS
SCALE: 1/8		CWS PROJ. NO.: 10.432	92 ELM STREET WATERVILLE ME	STREET ADDRESS LINE 1 STREET ADDRESS LINE 2 TOWN AND STATE		
DATE: 04/16/07						
ISSUED FOR REVIEW						

K & K Land Surveyors, Inc.
P. O. Box 596
Oakland, ME 04963
Tel.: 1-207-465-7077
May 14, 2012

OVERALL DEED DESCRIPTION
Land Owned by the
Roman Catholic Bishop of Portland
Winter Street, Elm Street and Percival Court
Waterville, ME

A certain lot or parcel of land situated southwesterly of Winter Street, northwesterly of Elm Street, and northeasterly of Percival Court in the City of Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

Beginning at an iron rod set on the southwesterly right of way line of Winter Street at the most easterly corner of the land conveyed to Reginald R. Doyon (hereafter "the Doyon lot") by deed dated November 9, 1999 and recorded in the Kennebec County Registry of Deeds (hereafter "the Kennebec Registry") Book 6098, Page 345; thence by the following courses and distances, to wit:

1) South Fifty-one Degrees, Thirty Minutes, Twenty-six Seconds East (S 51°-30'-26" E) along the southwesterly right of way line of Winter Street, a distance of One Hundred Seventy-nine and 17/100ths (179.17) feet to an iron rod set at the intersection of said line with the northwesterly right of way line of Elm Street; thence

2) South Forty-three Degrees, Fifty-one Minutes, Thirty-eight Seconds West (S 43°-51'-38" W) along the northwesterly right of way line of Elm Street, a distance of One Hundred Ninety-five and 50/100ths (195.50) feet to an iron rod set at the most easterly corner of the land conveyed to the Mid-Maine Chamber of Commerce (hereafter "the Chamber of Commerce lot") by deed dated June 1, 2010 and recorded in the Kennebec Registry Book 10432, Page 347; thence

3) North Fifty Degrees, Eighteen Minutes, Ten Seconds West (N 50°-18'-10" W) along the northeasterly line of the Chamber of Commerce lot, a distance of One Hundred Sixty-three and 80/100ths (163.80) feet to a three-quarter (3/4) inch rebar found at the most northerly corner of the Chamber of Commerce lot; thence

4) South Forty Degrees, Thirty-nine Minutes, Forty-one Seconds West (S 40°-39'-41" W) along the northwesterly line of the Chamber of Commerce lot, a distance of Sixty-seven and 38/100ths (67.38) feet to an iron rod set at the most westerly corner of the Chamber of Commerce lot and set on a northeasterly right of way line of Percival Court; thence

5) North Fifty Degrees, Eight Minutes, Twenty-nine Seconds West (N 50°-08'-29" W)

along a northeasterly right of way line of Percival Court, a distance of Sixteen and 44/100ths (16.44) feet to an iron rod set at an angle point in said line; thence

6) North Thirty-seven Degrees, Eleven Minutes, Twenty-nine Seconds West (N 37°-11'-29" W) along a northeasterly right of way line of Percival Court, a distance of Ninety and 33/100ths (90.33) feet to an iron rod set at an angle point in said line; thence

7) South Seventy-four Degrees, Eight Minutes, Thirty-one Seconds West (S 74°-08'-31" W) along a northerly right of way line of Percival Court, a distance of Forty-three and 53/100ths (43.53) feet to an iron rod set at an angle point in said line; thence

8) North Forty-nine Degrees, Four Minutes, Twenty-three Seconds West (N 49°-04'-23" W) along a northeasterly right of way line of Percival Court, a distance of Eighty-five and 55/100ths (85.55) feet to a three-quarter (3/4) inch rebar found on said line; thence

9) Continuing North Forty-nine Degrees, Four Minutes, Twenty-three Seconds West (N 49°-04'-23" W) along a northeasterly right of way line of Percival Court, a distance of Four and 49/100ths (4.49) feet to an iron rod set at the terminus of said line and set on the easterly line of the land conveyed to Allan L. Rancourt (hereafter "the Rancourt lot") by deed dated October 13, 2004 and recorded in the Kennebec Registry Book 8176, Page 264; thence

10) North Twenty-seven Degrees, Thirty-three Minutes, Twenty-two Seconds East (N 27°-33'-22" E) along the easterly line of the Rancourt lot, a distance of Eighty-nine and 76/100ths (89.76) feet to an iron pin found at the northeasterly corner of the Rancourt lot; thence

11) North Sixty-two Degrees, Twenty Minutes, Twenty-three Seconds West (N 62°-20'-23" W) along the northerly line of the Rancourt lot, a distance of Eighty-one and 98/100ths (81.98) feet to an iron rod set at the northwesterly corner of the Rancourt lot and set at the southeasterly corner of the land conveyed to the City of Waterville (hereafter "the first City lot") by deed dated June 1, 1907 and recorded in the Kennebec Registry Book 480, Page 207; thence

12) North Thirty Degrees, Forty-two Minutes, Thirty-four Seconds East (N 30°-42'-34" E) along the easterly line of the first City lot, a distance of Eighteen and 70/100ths (18.70) feet to a granite monument found at the northeasterly corner of the first City lot and found at the southeasterly corner of the land conveyed to the City of Waterville (hereafter "the second City lot") by deed dated December 6, 1922 and recorded in the Kennebec Registry Book 609, Page 110; thence

13) Continuing North Thirty Degrees, Forty-two Minutes, Thirty-four Seconds East (N 30°-42'-34" E) along the easterly line of the second City lot, a distance of Seventy-six and 32/100ths (76.32) feet to an iron rod set at the northeasterly corner of the second City lot and set on the southerly line of the land conveyed to the Thomas F. Keefe et al. (hereafter "the Keefe lot") by deed dated August 24, 2007 and recorded in the Kennebec Registry Book 9476, Page 124; thence

14) South Fifty-eight Degrees, Forty-one Minutes, Twenty-five Seconds East (S 58°-41'-25" E) along the southerly line of the Keefe lot, a distance of Sixty-nine and 54/100ths (69.54) feet to an iron rod found at the southeasterly corner of the Keefe lot and found at the southwesterly corner of the land conveyed to Myra J. Cote (hereafter "the Cote lot") by deed dated August 25, 1989 and recorded in the Kennebec Registry Book 3604, Page 341; thence

15) Continuing South Fifty-eight Degrees, Forty-one Minutes, Twenty-five Seconds East (S 58°-41'-25" E) along the southerly line of the Cote lot to, and then along the southerly lines of first, the land owned by Jeffrey A. Jordan (see the Kennebec Registry Book 7996, Page 148), second, the land owned by Robert W. Weigelt et al. (see the Kennebec Registry Book 8346, Page 177), third, the land owned by Barbara A. Lewis (see the Kennebec Registry Book 2166, Page 29), and fourth, the Doyon lot, referenced above, a total distance of Two Hundred Sixty-four and 88/100ths (264.88) feet to an iron rod set at the most southerly corner of the Doyon lot; thence

16) North Forty-one Degrees, Forty-five Minutes, Nineteen Seconds East (N 41°-45'-19" E) along the southeasterly line of the Doyon lot, a distance of Fifty-eight and 77/100ths (58.77) feet to the iron rod set at the point of beginning.

The above described parcel of land contains Eighty-four Thousand, Seven Hundred Thirteen (84,713) square feet or One and 945/1000ths (1.945) acres and is the same parcel delineated on the plat of survey entitled, "ALTA/ACSM Land Title Survey, Plan of Land Owned by the Roman Catholic Bishop of Portland," 52 Elm Street, Waterville, ME by K & K Land Surveyors, Inc., dated January 2012. All iron rods called as "found" or "set" in the above description are one-half (½) inch rebar, capped and labeled, "K & K Land Surveyors, Inc. #1132."

Being the remainder of the premises conveyed to the Roman Catholic Bishop of Portland by deed dated February 20, 1891 and recorded in the Kennebec County Registry of Deeds Book 385, Page 347, and being all of the premises conveyed to the Catholic Bishop of Portland or to the Roman Catholic Bishop of Portland by five other deeds, the first dated October 30, 1891 and recorded in the Kennebec County Registry of Deeds Book 380, Page 542, the second dated May 12, 1902 and recorded in the Kennebec County Registry of Deeds Book 446, Page 177, the third dated August 2, 1902 and recorded in the Kennebec County Registry of Deeds Book 446, Page 561, the fourth dated June 9, 1913 and recorded in the Kennebec County Registry of Deeds Book 534, Page 136 and the fifth dated August 27, 1934 and recorded in the Kennebec County Registry of Deeds Book 700, Page 58.

1140 overall: disk 3
VDP/pam

K & K Land Surveyors, Inc.
P. O. Box 596
Oakland, ME 04963
Tel.: 1-207-465-7077
May 14, 2012

DEED DESCRIPTION
Parcel 1B
Land Offered to
the City of Waterville
Percival Court
Waterville, ME

A certain lot or parcel of land situated northeasterly of Percival Court in the City of Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

Beginning at an iron rod set on a northeasterly right of way line of Percival Court at the most westerly corner of the land conveyed to the Mid-Maine Chamber of Commerce (hereafter "the Chamber of Commerce lot") by deed dated June 1, 2010 and recorded in the Kennebec County Registry of Deeds Book 10432, Page 347; thence by the following courses and distances, to wit:

1) North Fifty Degrees, Eight Minutes, Twenty-nine Seconds West (N 50°-08'-29" W) along a northeasterly right of way line of Percival Court, a distance of Sixteen and 44/100ths (16.44) feet to an iron rod set at an angle point in said line; thence

2) North Thirty-seven Degrees, Eleven Minutes, Twenty-nine Seconds West (N 37°-11'-29" W) along a northeasterly right of way line of Percival Court, a distance of Ninety and 33/100ths (90.33) feet to an iron rod set at an angle point in said line; thence

3) South Seventy-four Degrees, Eight Minutes, Thirty-one Seconds West (S 74°-08'-31" W) along a northerly right of way line of Percival Court, a distance of Forty-three and 53/100ths (43.53) feet to an iron rod set at an angle point in said line; thence

4) North Forty-nine Degrees, Four Minutes, Twenty-three Seconds West (N 49°-04'-23" W) along a northeasterly right of way line of Percival Court, a distance of Thirty-one and 29/100ths (31.29) feet to an iron rod set at the most southerly corner of "Parcel 1A" as delineated on the plan of survey referenced below; thence

5) North Forty Degrees, Forty-six Minutes, Fifty Seconds East (N 40°-46'-50" E) along a southeasterly line said "Parcel 1A," a distance of Forty-nine and 74/100ths (49.74) feet to an iron rod set at the most easterly corner of Parcel 1A and set at an angle point in the southwesterly line of Parcel 1D as delineated on the plan of survey referenced below; thence

6) South Forty-nine Degrees, Fifteen Minutes, Fifty-two Seconds East (S 49°-15'-52" E)

along a southwesterly line of Parcel 1D, a distance of Sixty-three and 78/100ths (63.78) feet to an iron rod set at an angle point; thence

7) South Thirty-seven Degrees, Eleven Minutes, Twenty-nine Seconds East (S 37°-11'-29" E) along a southwesterly line of Parcel 1D, a distance of Ninety-eight and 36/100ths (98.36) feet to an iron rod set on the northwesterly line of the Chamber of Commerce lot; thence

8) South Forty Degrees, Thirty-nine Minutes, Forty-one Seconds West (S 40°-39'-41" W) along the northwesterly line of the Chamber of Commerce lot, a distance of Eleven and 58/100ths (11.58) feet to the iron rod set at the point of beginning.

The above described premises are conveyed subject to the burden of easements for an existing utility line and a storm drain which benefit the land of the grantor and others.

The above described parcel of land contains Three Thousand, Eight Hundred Eighty-four (3,884) square feet and is the same lot labeled, "Parcel 1B," delineated on the plan of survey entitled, "ALTA/ACSM Land Title Survey, Plan of Land Owned by the Roman Catholic Bishop of Portland," 52 Elm Street, Waterville, ME by K & K Land Surveyors, Inc., dated May 2012. All iron rods called as "set" in the above description are one-half (½) inch rebar, capped and labeled, "K & K Land Surveyors, Inc. #1132."

Being a part of the premises conveyed to the Roman Catholic Bishop of Portland by two deeds, the first dated June 9, 1913 and recorded in the Kennebec County Registry of Deeds Book 534, Page 136 and the second dated August 27, 1934 and recorded in the Kennebec County Registry of Deeds Book 700, Page 58.

1140 percival: disk 3
VDP/pam

K & K Land Surveyors, Inc.
P. O. Box 596
Oakland, ME 04963
Tel.: 1-207-465-7077
May 14, 2012

DEED DESCRIPTION
Parcel 1A
Land to be Conveyed to
Allan L. Rancourt
Percival Court
Waterville, ME

A certain lot or parcel of land situated northeasterly of Percival Court in the City of Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

Beginning at an iron rod set at the most northerly corner of Percival Court and set on the easterly line of the land conveyed to Allan L. Rancourt (hereafter “the Rancourt lot”) by deed dated October 13, 2004 and recorded in the Kennebec County Registry of Deeds Book 8176, Page 264; thence by the following courses and distances, to wit:

1) North Twenty-seven Degrees, Thirty-three Minutes, Twenty-two Seconds East (N 27°-33'-22" E) along the easterly line of the Rancourt lot, a distance of Fifty and 94/100ths (50.94) feet to an iron rod set at a westerly corner of “Parcel 1D” as delineated on the plan of survey referenced below;; thence

2) South Forty-nine Degrees, Thirteen Minutes, Ten Seconds East (S 49°-13'-10" E) along a southwesterly line of said Parcel 1D, a distance of Seventy and 41/100ths (70.41) feet to an iron rod set at the most northerly corner of “Parcel 1B” as delineated on the plan of survey referenced below; thence

3) South Forty Degrees, Forty-six Minutes, Fifty Seconds West (S 40°-46'-50" W) along the northwesterly line said “Parcel 1B”, a distance of Forty-nine and 74/100ths (49.74) feet to an iron rod set on the northeasterly right of way line of Percival Court; thence

4) North Forty-nine Degrees, Four Minutes, Twenty-three Seconds West (N 49°-04'-23" W) along the northeasterly right of way line of Percival Court, a distance of Fifty-four and 26/100ths (54.26) feet to a three-quarter (3/4) inch rebar found on said line; thence

5) Continuing North Forty-nine Degrees, Four Minutes, Twenty-three Seconds West (N 49°-04'-23" W) along the northeasterly right of way line of Percival Court, a distance of Four and 49/100ths (4.49) feet to the iron rod set at the point of beginning.

The above described parcel of land contains Three Thousand, Two Hundred Seven (3,207) square feet and is the same lot labeled, “Parcel 1A,” delineated on the plan of survey

entitled, “ALTA/ACSM Land Title Survey, Plan of Land Owned by the Roman Catholic Bishop of Portland,” 52 Elm Street, Waterville, ME by K & K Land Surveyors, Inc., dated May 2012. All iron rods called as “set”in the above description are one-half (½) inch rebar, capped and labeled, “K & K Land Surveyors, Inc. #1132.”

Being a part of the premises conveyed to the Roman Catholic Bishop of Portland by two deeds, the first dated June 9, 1913 and recorded in the Kennebec County Registry of Deeds Book 534, Page 136 and the second dated August 27, 1934 and recorded in the Kennebec County Registry of Deeds Book 700, Page 58.

1140 rancourt: disk 3
VDP/pam

K & K Land Surveyors, Inc.
P. O. Box 596
Oakland, ME 04963
Tel.: 1-207-465-7077
May 14, 2012

DEED DESCRIPTION
Parcel 1D
Land Retained for Project
Winter Street and Elm Street
Waterville, ME

A certain lot or parcel of land situated southwesterly of Winter Street and northwesterly of Elm Street in the City of Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

Beginning at an iron rod set on the southwesterly right of way line of Winter Street at the most easterly corner of the land conveyed to Reginald R. Doyon (hereafter "the Doyon lot") by deed dated November 9, 1999 and recorded in the Kennebec County Registry of Deeds (hereafter "the Kennebec Registry") Book 6098, Page 345; thence by the following courses and distances, to wit:

1) South Fifty-one Degrees, Thirty Minutes, Twenty-six Seconds East (S 51°-30'-26" E) along the southwesterly right of way line of Winter Street, a distance of One Hundred Seventy-nine and 17/100ths (179.17) feet to an iron rod set at the intersection of said line with the northwesterly right of way line of Elm Street; thence

2) South Forty-three Degrees, Fifty-one Minutes, Thirty-eight Seconds West (S 43°-51'-38" W) along the northwesterly right of way line of Elm Street, a distance of One Hundred Ninety-five and 50/100ths (195.50) feet to an iron rod set at the most easterly corner of the land conveyed to the Mid-Maine Chamber of Commerce (hereafter "the Chamber of Commerce lot") by deed dated June 1, 2010 and recorded in the Kennebec Registry Book 10432, Page 347; thence

3) North Fifty Degrees, Eighteen Minutes, Ten Seconds West (N 50°-18'-10" W) along the northeasterly line of the Chamber of Commerce lot, a distance of One Hundred Sixty-three and 80/100ths (163.80) feet to a three-quarter (3/4) inch rebar found at the most northerly corner of the Chamber of Commerce lot; thence

4) South Forty Degrees, Thirty-nine Minutes, Forty-one Seconds West (S 40°-39'-41" W) along the northwesterly line of the Chamber of Commerce lot, a distance of Fifty-five and 80/100ths (55.80) feet to an iron rod set on said line at an easterly corner of the lot labeled, "Parcel 1B" and delineated on the plan of survey entitled, "ALTA/ACSM Land Title Survey, Plan of Land Owned by the Roman Catholic Bishop of Portland," 52 Elm Street, Waterville, ME by K & K Land Surveyors, Inc., dated May 2012 (hereafter "the Plan"); thence

7) North Thirty-seven Degrees, Eleven Minutes, Twenty-nine Seconds West (N 37°-11'-29" W) along a northeasterly line of said Parcel 1B, a distance of Ninety-eight and 36/100ths (98.36) feet to an iron rod set at an angle point; thence

6) North Forty-nine Degrees, Fifteen Minutes, Fifty-two Seconds West (N 49°-15'-52" W) along a northeasterly line of said Parcel 1B, a distance of Sixty-three and 78/100ths (63.78) feet to an iron rod set at the most easterly corner of the lot labeled, “Parcel 1A,” and delineated on the Plan; thence

7) North Forty-nine Degrees, Thirteen Minutes, Ten Seconds West (N 49°-13'-10" W) along the northeasterly line of said Parcel 1A, a distance of Seventy and 41/100ths (70.41) feet to an iron rod set at the most northerly corner of said Parcel 1A and set on the easterly line of the land conveyed to Allan L. Rancourt (hereafter “the Rancourt lot”) by deed dated October 13, 2004 and recorded in the Kennebec Registry Book 8176, Page 264; thence

8) North Twenty-seven Degrees, Thirty-three Minutes, Twenty-two Seconds East (N 27°-33'-22" E) along the easterly line of the Rancourt lot, a distance of Thirty-eight and 82/100ths (38.82) feet to an iron pin found at the northeasterly corner of the Rancourt lot and found at the southeasterly corner of the lot labeled, “Parcel 1C,” and delineated on the Plan; thence

9) North Twenty-seven Degrees, Thirty-three Minutes, Seventeen Seconds East (N 27°-33'-17" E) along the easterly line of said Parcel 1C, a distance of Eighty-nine and 99/100ths (89.99) feet to an iron rod set on the southerly line of the land conveyed to Myra J. Cote (hereafter “the Cote lot”) by deed dated August 25, 1989 and recorded in the Kennebec Registry Book 3604, Page 341; thence

9) South Fifty-eight Degrees, Forty-one Minutes, Twenty-five Seconds East (S 58°-41'-25" E) along the southerly line of the Cote lot to, and then along the southerly lines of first, the land owned by Jeffrey A. Jordan (see the Kennebec Registry Book 7996, Page 148), second, the land owned by Robert W. Weigelt et al. (see the Kennebec Registry Book 8346, Page 177), third, the land owned by Barbara A. Lewis (see the Kennebec Registry Book 2166, Page 29), and fourth, the Doyon lot, referenced above, a total distance of Two Hundred Fifty-seven and 50/100ths (257.50) feet to an iron rod set at the most southerly corner of the Doyon lot; thence

16) North Forty-one Degrees, Forty-five Minutes, Nineteen Seconds East (N 41°-45'-19" E) along the southeasterly line of the Doyon lot, a distance of Fifty-eight and 77/100ths (58.77) feet to the iron rod set at the point of beginning.

The above described parcel of land contains Seventy Thousand, Two Hundred Eighty (70,280) square feet or One and 613/1000ths (1.613) acres and is the same parcel labeled, “Parcel 1D,” and delineated on the plan of survey entitled, “ALTA/ACSM Land Title Survey, Plan of Land Owned by the Roman Catholic Bishop of Portland,” 52 Elm Street, Waterville, ME by K & K Land Surveyors, Inc., dated May 2012. All iron rods called as “found” or “set” in the above description are one-half (½) inch rebar, capped and labeled, “K & K Land Surveyors, Inc.

#1132."

Being all of the premises conveyed to the Catholic Bishop of Portland or to the Roman Catholic Bishop of Portland by three deeds, the first dated October 30, 1891 and recorded in the Kennebec County Registry of Deeds Book 380, Page 542, the second dated May 12, 1902 and recorded in the Kennebec County Registry of Deeds Book 446, Page 177 and the third dated August 2, 1902 and recorded in the Kennebec County Registry of Deeds Book 446, Page 561. And being portions of premises conveyed to the Roman Catholic Bishop of Portland by three deeds, the first dated February 20, 1891 and recorded in the Kennebec County Registry of Deeds Book 385, Page 347, the second dated June 9, 1913 and recorded in the Kennebec County Registry of Deeds Book 534, Page 136 and the third dated August 27, 1934 and recorded in the Kennebec County Registry of Deeds Book 700, Page 58.

1140 remainder: disk 3
VDP/pam

K & K Land Surveyors, Inc.
P. O. Box 596
Oakland, ME 04963
Tel.: 1-207-465-7077
May 14, 2012

DEED DESCRIPTION
Parcel 1C
Land Offered for Sale
off Elm Street
Waterville, ME

A certain lot or parcel of land situated northwesterly of, but not adjacent to Elm Street, in the City of Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

Beginning at an iron rod set at the northwesterly corner of the land conveyed to Allan L. Rancourt (hereafter "the Rancourt lot") by deed dated October 13, 2004 and recorded in the Kennebec County Registry of Deeds (hereafter "the Kennebec Registry") Book 8176, Page 264 and set at the southeasterly corner of the land conveyed to the City of Waterville (hereafter "the first City lot") by deed dated June 1, 1907 and recorded in the Kennebec Registry Book 480, Page 207; thence by the following courses and distances, to wit:

1) North Thirty Degrees, Forty-two Minutes, Thirty-four Seconds East (N 30°-42'-34" E) along the easterly line of the first City lot, a distance of Eighteen and 70/100ths (18.70) feet to a granite monument found at the northeasterly corner of the first City lot and found at the southeasterly corner of the land conveyed to the City of Waterville (hereafter "the second City lot") by deed dated December 6, 1922 and recorded in the Kennebec Registry Book 609, Page 110; thence

2) Continuing North Thirty Degrees, Forty-two Minutes, Thirty-four Seconds East (N 30°-42'-34" E) along the easterly line of the second City lot, a distance of Seventy-six and 32/100ths (76.32) feet to an iron rod set at the northeasterly corner of the second City lot and set on the southerly line of the land conveyed to the Thomas F. Keefe et al. (hereafter "the Keefe lot") by deed dated August 24, 2007 and recorded in the Kennebec Registry Book 9476, Page 124; thence

3) South Fifty-eight Degrees, Forty-one Minutes, Twenty-five Seconds East (S 58°-41'-25" E) along the southerly line of the Keefe lot, a distance of Sixty-nine and 54/100ths (69.54) feet to an iron rod found at the southeasterly corner of the Keefe lot and found at the southwesterly corner of the land conveyed to Myra J. Cote (hereafter "the Cote lot") by deed dated August 25, 1989 and recorded in the Kennebec Registry Book 3604, Page 341; thence

4) Continuing South Fifty-eight Degrees, Forty-one Minutes, Twenty-five Seconds East (S 58°-41'-25" E) along the southerly line of the Cote lot, a distance of Seven and 38/100ths

(7.38) feet to an iron rod set at the most northwesterly corner of Parcel 1D as delineated on the plan of survey referenced below; thence

5) South Twenty-seven Degrees, Thirty-three Minutes, Seventeen Seconds West (S 27°-33'-17" W) along a westerly line of Parcel 1D, a distance of Eighty-nine and 99/100ths (89.99) feet to an iron pin found at the northeasterly corner of the Rancourt lot; thence

6) North Sixty-two Degrees, Twenty Minutes, Twenty-three Seconds West (N 62°-20'-23" W) along the northerly line of the Rancourt lot, a distance of Eighty-one and 98/100ths (81.98) feet to the iron rod set at the point of beginning.

The above described parcel of land contains Seven Thousand Three Hundred Forty-two (7,342) square feet and is the same lot labeled, "Parcel 1C" delineated on the plat of survey entitled, "ALTA/ACSM Land Title Survey, Plan of Land Owned by the Roman Catholic Bishop of Portland," 52 Elm Street, Waterville, ME by K & K Land Surveyors, Inc., dated May 2012. All iron rods called as "set" in the above description are one-half (½) inch rebar, capped and labeled, "K & K Land Surveyors, Inc. #1132."

Being a portion of the premises conveyed to the Roman Catholic Bishop of Portland by deed dated February 20, 1891 and recorded in the Kennebec County Registry of Deeds Book 385, Page 347.

1140 sale: disk 3
VDP/pam

PINKHAM & GREER
CONSULTING ENGINEERS

28 Vannah Avenue
Portland, Maine 04103
Tel: 207.781.5242
Fax: 207.781.4245

STORMWATER ANALYSIS
ST. FRANCIS ELDERLY HOUSING
WATERVILLE, MAINE

April 25, 2012

Project Description: This project, bounded by Winter Street, Elm Street, and Percival Court, includes the removal of the existing St. Francis Church buildings and the construction of a 58 unit elderly housing structure. The project is designed to be constructed in two phases. The construction will include new utilities, parking, and access drives to the site.

Existing Stormwater: The site generally drains from north to south, Winter Street to Percival Court. Much of the drainage is surface water flow to city storm drains in Percival Court and connecting to the Elm Street storm drain. The site is at elevation 113 along Winter Street, dropping to elevation 106 at Elm Street and Percival Court.

The existing site is considered urban and fully developed. The site currently has 56,713 sq. ft. of impervious surface, consisting of buildings and pavement. The remaining 28,000 sq. ft is lawn and landscaping. This is a 67% lot coverage.

Proposed Stormwater: The proposed development uses a series of catch basins and drip strips to efficiently capture the run-off. The developed site will have 55,436 sq. ft of impervious surface consisting of building and pavement. The remaining 29,278 sq. ft will be lawn and landscape area. This is a 65.4% lot coverage.

With the new storm drain connections the efficiency of the system will increase. There is less surface water flow.

Results: The reconstruction of the St. Francis site will reduce the impervious cover by a small percentage. The net effect is no significant change in stormwater flows.

The existing storm drain in Percival Court is an 8" diameter pipe as is the pipe in Winter Street. These have limited capacity in both the existing and in the developed conditions. In small storms the system has capacity to accept the flow; with larger storms, the area around each basin will pond water until the system catches up. Large storm we expect overland flow to Elm Street.

Thomas S. Greer P.E.

Bounce® LED

BNS1 LED Luminaire

SITE / ROADWAY

BNS1
LED

NEW

FEATURES

- LED models incorporating patent pending LED MicroEmitter® technology
- Contemporary style supported by modern performance in a pedestrian scale luminaire
- Sealed optical chamber, IP-66 rated

Features exclusive wiHUBB technology

- Wireless system for 0-10VDC full range dimming control
- Programmable autonomous operation

wiHUBB ENABLED

T.B.D. BY ELECTRICAL ENGINEER

ORDERING INFORMATION (Example)

FM	BNS1H5	60L5K120	BL	A-30	PRA12-5125FM/BL

MOUNTING

			EPA
	FM	Flush Mnt. 4″ O.D. Poles only	1.2
	PT	Pole Tenon Mnt. 2″ Pipe-size Tenon	1.2
	2SB	Twin Mnt. 4″ or 5″ O.D. Poles only	3.6
	1W	Single Wall Mt.	n/a

NOTE: EPA is for Fixture only

FIXTURE FINISH

BL	Black
DB	Dark Bronze
LG	Light Gray
SG	Stealth Gray
PS	Platinum Silver
WH	White
CC	Custom Color*

*Consult representative

FIXTURE OPTIONS

A-30	120 Volt photocell	BBC	Black Ballast Cover[4]
A-31	208 Volt photocell	SF	120 Volt Single Fuse
A-32	240 Volt photocell	DF	208 Volt Double Fuse
A-33	277 Volt photocell	DF	240 Volt Double Fuse
A-34	480 Volt photocell	SF	277 Volt Single Fuse
A-35	347 Volt photocell	SF	347 Volt Single Fuse
CGL	Convex Glass Lens	DF	480 Volt Double Fuse
CP	Flat Polycarbonate Lens[3]		

POLE

See p. **768-770** for ordering no., and pole EPA. Use small bottom mount arms only.

NOTE 10' AND 16' POLES REQ'D; SEE PLAN FOR QUANITY

FIXTURE

BNS1H1	Type I
BNS1H2	Type II
BNS1H3	Type III
BNS1H4	Type IV Forward Throw
BNS1H5	Type V Square

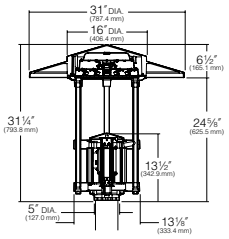
ELECTRICAL MODULE

Source		Color Temperature[1]		Voltages	
60	60 LEDs, 73W	L3K	3500K	120	120V
		L5K	5100K	208	208V
		L2K	Amber	240	240V
				277	277V
				347	347V[2]
				480	480V[2]

L3K = 3500 Kelvin LED
L5K = 5100 Kelvin LED
L2K = 580 nm Amber LED

VOLTAGE T.B.D.

[1] 4300K and 6500K are also available on an "Engineered to Order" basis.
[2] Due to current unavailability of 347V and 480V drivers, specification of these voltages may feature an integral step-down transformer.
[3] **CAUTION:** Use only when vandalism is anticipated to be high. Useful life of lens is limited by UV discoloration from sunlight.
[4] For full-cutoff distributions. Use with Black or Dark Bronze fixtures only.



VRB3 LED Round Bollard

Single Function, Vandal-Resistant, Aluminum Shaft

KIM LIGHTING

revision 6/29/11 • kl_vrb3led_spec.pdf

Type:
Job:
Catalog number:

Approvals:

T.B.D BY ELECTRICAL ENGINEER

VRB3 /	XL /	SG /	
Fixture	Electrical Module	Luminaire Finish (includes top cap and shaft)	Options

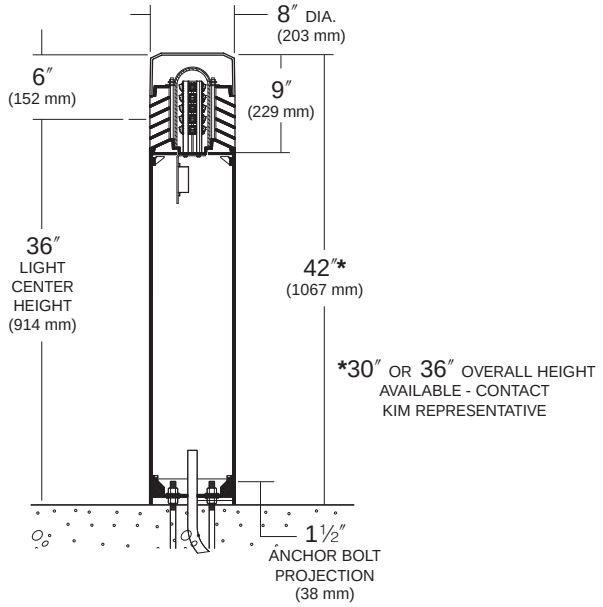
See page 2

Date:
Page: 1 of 2

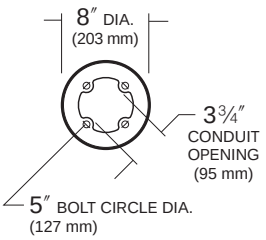
Specifications

VRB-LED Models
10 - 20 Diodes

VRB3 - Single Function Luminaire (Aluminum Shaft)
Maximum weight: 30 lb



BASE PLAN
VRB
ALUMINUM SHAFT



Flat Top Cap: One-piece sand-cast 3⁄16″ minimum thickness, secured to louvers by concealed allen screws in keyhole slots. For relamping access, allen screws shall not require complete removal.

Louvers: Aluminum die-cast with vertical support ribs at 90° intervals. Horizontal louver blades shall have a 1L" depth, a 65° upward pitch and provide light source cutoff above horizontal. Louver assembly shall be secured to shaft by four internal stainless steel tie rods.

Lamp Enclosure: One-piece tempered molded glass with internal flutes and full gasketing at bottom edge.

Fixture Head: Allows flow-through ventilation around and above the lamp enclosure.

Shaft: One-piece extruded aluminum, .125″ wall thickness with a heavy cast aluminum twist-lock anchor base concealed within the shaft. Concealed set screws shall lock shaft onto the cast anchor base.

Electronic Module: All electrical components are either UL or ETL recognized, mounted on a single plate and factory prewired with quick disconnect plugs. Driver is rated for -40°F starting and has a 0-10V dimming interface for multi-level illumination options.

Optical Module: Each LED equipped with a directional optic for maximum beam angle projecting through louver stack spacings. LED boards to be mounted to an anodized inter-locking heat sink extrusion. (Type I) two 5-LED boards for a total of 10-LED. (Type III) three 5-LED boards for a total of 15-LED. (Type V) four 5-LED boards for a total of 20-LED. Available in 3500K and 5100K color temperatures.

Anchor Bolts: Four 3⁄8″ x 10″ + 2″ zinc plated L-hooks, each with two nuts, washers and a rigid pressed board template.

Finish: TGIC thermoset polyester powder coat paint, 2.5 mil nominal thickness, applied over a titanated zirconium conversion coating; 2500 hour salt spray test endurance rating. Standard colors are Black, Dark Bronze, Light Gray, Stealth Gray™, Platinum Silver, or White. Custom colors are available.

CAUTION: Fixtures must be grounded in accordance with national, state and/or local codes. Failure to do so may result in serious personal injury.

Listings and Ratings		
UL, or ETL to UL Standards 1598 & 8750[1]		25C Ambient
IP46 Rated	FS = Fully Shielded[2]	-

[1] Suitable for wet locations
[2] Dark Sky Legislation Compliant

KIM LIGHTING RESERVES THE RIGHT TO CHANGE SPECIFICATIONS WITHOUT NOTICE.

HUBBELL
HUBBELL LIGHTING, INC.

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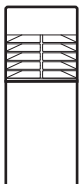
Type:

Job:



Standard and Optional Features

Fixture

Cat. No. **VRB3** Single Function, Aluminum Shaft, Flat Top

Electrical Module
LED = Light Emitting Diode

Cat. Nos. for LED Electrical Modules available:

xL

Source:

- ☐ **10L**= 10 LED (IES Type I)
- ☐ **15L**= 15 LED (IES Type III)
- ☐ **20L**= 20 LED (IES Type V)

xK

Color Temperature:

- ☐ **3K** = 3500K
- ☐ **5K** = 5100K

x

Voltage:

- ☐ **UV**

Universal Voltage shall range from 120V-277V

FIXTURE	TOTAL SYSTEM WATTS	VOLT	OPERATING AMPS
VRB3 – 10 LED	12	120 / 208 / 240 / 277	.10 / .05 / .05 / .04
VRB3 – 15 LED	18	120 / 208 / 240 / 277	.15 / .09 / .08 / .07
VRB3 – 20 LED	24	120 / 208 / 240 / 277	.20 / .12 / .10 / .09

Finish

TGIC thermoset polyester powder coat paint applied over a titanated zirconium conversion coating on fixture and shaft.

Color:	Black	Dark Bronze	Light Gray	Stealth Gray™	Platinum Silver	White	Custom Color[1]
Cat. No.:	☐ **BL**	☐ **DB**	☐ **LG**	☐ **SG**	☐ **PS**	☐ **WH**	☐ **CC**

NOTE: Black and Dark Bronze colors will produce slightly less louver brightness than Light Gray or White.

[1] Custom colors subject to additional charges, minimum quantities and extended lead times. Consult representative. Custom color description:_____

LAREDO SERIES

LMC - 30LEDs

NEW

Cat.#		Approvals
Job	Type	

Outdoor Lighting

SPECIFICATIONS

Intended Use:
Full cut-off IDA compliant perimeter or entry lighting for 12-18ft mounting heights that require high light output and maximum energy efficiency. Laredo LMC-30 LED wallpack provides low installation costs with little or no maintenance and 60%+ energy savings. Ideal for schools, factories, hospitals, warehouses and retail applications.

Construction:
Decorative die-cast aluminum housing and door. Rugged design protects internal components and provides excellent thermal management for over 70% lumen maintenance at 50,000 hours minimum LED life. Lektrocote® series powder paint finishes provide lasting appearance in outdoor environments. Five standard finishes include: Bronze, Black, Gray, White and Platinum.

Optics/Electrical
LED:
30 High power LEDs delivers up to 4673 lumens at 700mA and up to 2700 lumens at 350mA. Combination of optical lenses and reflectors deliver light in either type III or type IV distributions, with better than 4 to 1 max to min uniformity. 4000K and 5000K/70 CRI LEDs provide excellent color rendition with up to 78 lumens per watt efficiency.

Electronic driver 71w system, 0.4 AMPS max, or 35w, 0.3 amps max, 120-277V, 50/60Hz.

Lenses:
Full cut-off distribution - individual acrylic LED optics provide IES Type III and Type IV distributions.

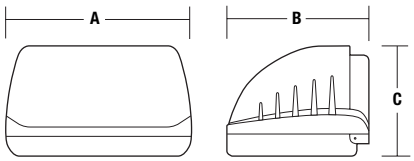
Installation:
Quick mount system provides rigid mounting over recessed junction boxes – fixture does not require opening for mounting. Foam gasket for sealing to smooth surfaces provided. Superior performance with 5 to 1 spacing to mounting height ratio.

Listings:
Listed and labeled to UL 1598 for wet locations, 25˚ C ambient environments. Meets DesignLights Consortium (DLC) qualifications. U.S. Patent No. D563,587

Warranty:
Five year limited warranty (for more information visit: http://www.hubbelloutdoor.com/resources/warranty/

PRODUCT IMAGE(S)

DIMENSIONS



A	B	C
16.0" (406 mm)	12.125" (308 mm)	0.0" (229 mm)

CERTIFICATIONS/LISTINGS

C US

ORDERING INFORMATION

ORDERING EXAMPLE: LMC-30LU-5K-3-1-PC(4)

LNC - 30LU - 5K - [ ] - [ ] - [ ] - [ ]

SERIES

LMC Laredo Medium Cut-off

NUMBER OF LEDS/SOURCE/VOLTAGE

30LU 30 LEDs, up to 4673 lumens, 71w input, Universal voltage 120-277V

CCT

4K 4000K nominal

5K 5000K nominal

IES DISTRIBUTION

3[1,3] Type III (4673 lumens)

4[1,3] Type IV (4507 lumens)

DRIVE CURRENT

BLANK STD 700MA

035[3] 350MA

FINISH

1 Bronze

2 Black

3 Gray

4 White

5 Platinum

OPTIONS

PC(X)[2] Button photocontrol, replace X with voltage, specify 1-120V, 2-208V, 3-240V, 4-277V

WIH In fixture wireless control module, (120V & 277V only) order separately, consult factory

ACCESSORIES

(order as separate part #)

Catalog Number	Description
LMC-SPC	Polycarbonate shield
PBT-1	120V button photocontrol
PBT-1	208/240/277V button photocontrol

1 Standard 700MA Type III distribution produces 4673 lumens, Type IV 4507 lumens at 71w
2 PC(X) Replace X with 1-120V, 2-208V, 3-240V, 4-277V
3 350mA Type III distribution produces 2500-2700 lumens at 35watts

Hubbell Outdoor Lighting • 701 Millennium Boulevard • Greenville, SC 29607 • Phone: 864-678-1000
Due to our continued efforts to improve our products, product specifications are subject to change without notice.
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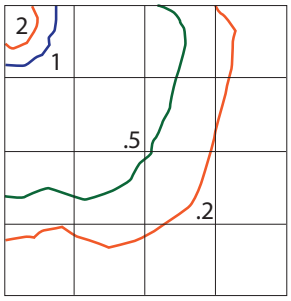
PHOTOMETRICS

Catalog Number	IES Report
LMC30LU5K3XX	LMC-30LU-5K-3XX.IES
LMC30LU5K4XX	LMC-30LU-5K-4XX.IES
LMC30LU5K3-035	LMC-30LU-5K-3-035.IES

700mA

Application Template Type IV

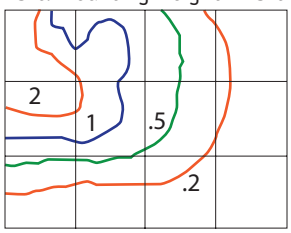
15ft. Mounting Height - 15ft Grids



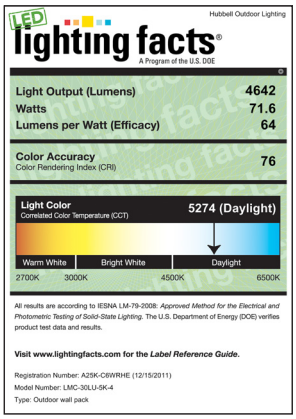
700mA

Application Template Type III

15ft. Mounting Height - 15ft Grids



LIGHTING FACTS



Hubbell Outdoor Lighting

LED lighting facts® A Program of the U.S. DOE

Light Output (Lumens)	4642
Watts	71.6
Lumens per Watt (Efficacy)	64
Color Accuracy Color Rendering Index (CRI)	76
Light Color Correlated Color Temperature (CCT)	5274 (Daylight)

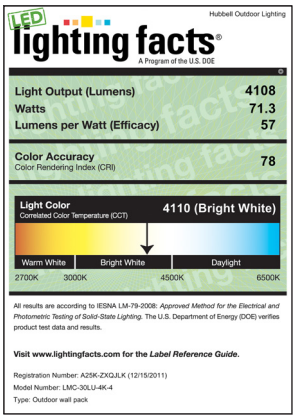
Warm White | Bright White | Daylight

2700K 3000K 4500K 6500K

All results are according to IESNA LM-79-2008: *Approved Method for the Electrical and Photometric Testing of Solid-State Lighting.* The U.S. Department of Energy (DOE) verifies product test data and results.

Visit www.lightingfacts.com for the *Label Reference Guide*.

Registration Number: A25K-C6WRHE (12/15/2011)
Model Number: LMC-30LU-5K-4
Type: Outdoor wall pack



Hubbell Outdoor Lighting

LED lighting facts® A Program of the U.S. DOE

Light Output (Lumens)	4108
Watts	71.3
Lumens per Watt (Efficacy)	57
Color Accuracy Color Rendering Index (CRI)	78
Light Color Correlated Color Temperature (CCT)	4110 (Bright White)

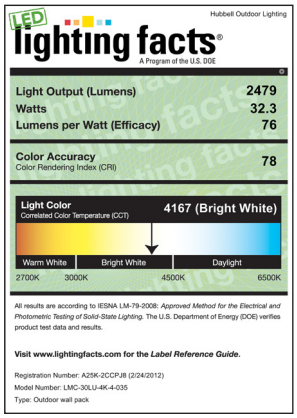
Warm White | Bright White | Daylight

2700K 3000K 4500K 6500K

All results are according to IESNA LM-79-2008: *Approved Method for the Electrical and Photometric Testing of Solid-State Lighting.* The U.S. Department of Energy (DOE) verifies product test data and results.

Visit www.lightingfacts.com for the *Label Reference Guide*.

Registration Number: A25K-ZXQJLK (12/15/2011)
Model Number: LMC-30LU-4K-4
Type: Outdoor wall pack



Hubbell Outdoor Lighting

LED lighting facts® A Program of the U.S. DOE

Light Output (Lumens)	2479
Watts	32.3
Lumens per Watt (Efficacy)	76
Color Accuracy Color Rendering Index (CRI)	78
Light Color Correlated Color Temperature (CCT)	4167 (Bright White)

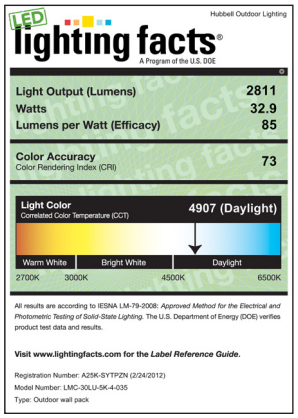
Warm White | Bright White | Daylight

2700K 3000K 4500K 6500K

All results are according to IESNA LM-79-2008: *Approved Method for the Electrical and Photometric Testing of Solid-State Lighting.* The U.S. Department of Energy (DOE) verifies product test data and results.

Visit www.lightingfacts.com for the *Label Reference Guide*.

Registration Number: A25K-2CCPJB (2/24/2012)
Model Number: LMC-30LU-4K-4-035
Type: Outdoor wall pack



Hubbell Outdoor Lighting

LED lighting facts® A Program of the U.S. DOE

Light Output (Lumens)	2811
Watts	32.9
Lumens per Watt (Efficacy)	85
Color Accuracy Color Rendering Index (CRI)	73
Light Color Correlated Color Temperature (CCT)	4907 (Daylight)

Warm White | Bright White | Daylight

2700K 3000K 4500K 6500K

All results are according to IESNA LM-79-2008: *Approved Method for the Electrical and Photometric Testing of Solid-State Lighting.* The U.S. Department of Energy (DOE) verifies product test data and results.

Visit www.lightingfacts.com for the *Label Reference Guide*.

Registration Number: A25K-SYTPZN (2/24/2012)
Model Number: LMC-30LU-5K-4-035
Type: Outdoor wall pack

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Chesterfield with CertaGrain® Texture

SHARE

Due to variation in computer monitors and printers, the color samples seen here may not exactly match the corresponding color. To verify actual product color ask to see the actual product, available through a CertainTeed contractor or distributor. ***Read More »***

Overview | Technical Information | Installation | Warranty

The beauty of wood with the benefits of vinyl

- Authentic woodgrain texture
- Tongue & groove picket design
- 7/8" x 7" picket size
- 4', 5' & 6' heights
- 2" x 6" channeled rail
- Steel reinforced bottom rail
- Heavy wall post
- Colors: Arctic Blend, Arbor Blend, Autumn Brown, Colonial White, Natural Clay, Sierra Blend, Weathered Blend, Brazilian Blend, Honey Blend and Frontier Blend
- ColorLast™ dark color fade protection
- WindZone™ performance - Miami-Dade County approved NOA #06-1019.01 for exceptional performance in high wind conditions (expires 3-13-2013)
- Meets most building codes for pool fencing
- Lifetime limited warranty with SureStart™ parts and labor protection