

**AMENDED AND RESTATED CONTRACT ZONING AGREEMENT
BY AND BETWEEN THE TOWN OF CUMBERLAND**

AND

**CUMBERLAND FORESIDE VILLAGE, LLC HERITAGE VILLAGE
DEVELOPMENT GROUP, LLC**

**RELATING TO THE CUMBERLAND FORESIDE HERITAGE VILLAGE
(formerly "HERITAGE-CUMBERLAND FORESIDE VILLAGE") SUBDIVISION
ROUTE 1, CUMBERLAND, MAINE**

This Amended and Restated Contract Zoning Agreement is entered into this ____ day of _____, ~~2017~~2018, by and between the Town of Cumberland, a municipal corporation (the "Town"), ~~and Cumberland Foreside Village, LLC~~ Heritage Village Development Group, LLC, a ~~Maine-Florida~~ limited liability company qualified to do conduct business in Maine ("the Developer"), pursuant to the Conditional and Contract Rezoning Provisions set forth in 30-A M.R.S.A. Section 4352 (the "Act") and Section 315-79 of the Cumberland Code, as may be amended from time to time.

WHEREAS, the Town and Peter Kennedy ("Kennedy") entered into a Contract Zoning Agreement dated September 10, 2002, which is recorded at the Cumberland County Registry of Deeds in Book 18114, Page 330 (the "Original Agreement"); and

WHEREAS, Kennedy conveyed his property which is subject to the Agreement to ~~the Developer~~ Cumberland Foreside Village, LLC ("CFV") by Deed dated December 27, 2005 and recorded at the Cumberland County Registry of Deeds in Book 23549, Page 231; and

WHEREAS, Kennedy assigned his interest in the Original Agreement to ~~the Developer~~ CFV by Assignment of Contract Zoning Agreement dated December 27, 2005 and recorded at the Cumberland County Registry of Deeds in Book 23652, Page 65; and

WHEREAS, the Town and ~~the Developer~~ CFV amended and restated the Original Agreement in its entirety in the Amended and Restated Contract Zoning Agreement dated January 31, 2007, which is recorded at the Cumberland County Registry of Deeds in Book 24825, Page 242 (the "Amended and Restated Agreement"); and

WHEREAS, the Town and ~~the Developer~~ CFV amended the Amended and Restated Agreement on October 23, 2014 by document titled First Amendment to Amended and Restated Contract Zoning Agreement (the "First Amendment"), which is recorded at the Cumberland County Registry of Deeds in Book 31899, Page 262; and

WHEREAS, the Town and ~~the Developer~~ CFV amended and restated the Original Agreement and the First Amendment in its entirety on February 27, 2015 by document titled Amended and Restated Contract Zoning Agreement, which is recorded at the

Cumberland County Registry of Deeds in Book 32162, Page 191 (the “2015 Amended and Restated Agreement”); and

WHEREAS, the Town and ~~the Developer~~CFV amended and restated the Original Agreement in its entirety in order to incorporate subsequent amendments (the Amended and Restated Agreement, the First Amendment and the 2015 Amended and Restated Agreement), and proposed additional amendments to expand the permitted residential development and revise the lot lines of the parcels consistent with the development goals of the Original Agreement, which is recorded at the Cumberland County Registry of Deeds in Book 33880, Page 87 (the “2016 Amended and Restated Agreement”); and

WHEREAS, the Town and CFV amended and restated the 2016 Amended and Restated Agreement in its entirety on May 11, 2017 in order to amend and clarify the requirements set forth herein related to the common walkway/path and the buffers along Interstate 295 and Route 1 corridors, which is recorded at the Cumberland County Registry of Deeds in Book 34000, Page 177 (the “2017 Amended and Restated Agreement”); and

WHEREAS, CFV conveyed its property which is subject to the 2017 Agreement to the Developer by Deeds dated October 10, 2017 and recorded at the Cumberland County Registry of Deeds in Book 34376, Page 330 and to David Chase (as to Lot 9A/B only) by Deed dated October 10, 2017 and recorded at the Cumberland County Registry of Deeds in Book 34376, Page 332.

WHEREAS, the Town and the Developer desire to amend and restate the ~~2016~~ 2017 Amended and Restated Agreement in its entirety in order to amend and clarify the requirements set forth herein related to ~~the common walkway/path and the buffers along the Interstate 295 and Route 1 corridors~~the development of the commercial lots; and-

NOW THEREFORE, the ~~2016-2017~~ Amended and Restated Agreement is hereby amended and restated in its entirety, as follows, it being understood that this Amended and Restated Contract Zoning Agreement supersedes and replaces the Original Agreement, the former Amended and Restated Agreement dated January 31, 2007, the First Amendment dated October 23, 2014, the 2015 Amended and Restated Contract Zoning Agreement dated February 27, 2015 ~~and~~, the 2016 Amended and Restated Contract Zoning Agreement dated April 12, 2016, and the 2017 Amended and Restated Contract Zoning Agreement dated May 11, 2017, which shall be of no further force and effect:

WHEREAS, the Property subject to this Amended and Restated Contract Zoning Agreement consists of the approximately 74.90 acre parcel of land (the “Project”) located off U.S. Route One, depicted as Lots 1 – ~~9-10B~~ on **Exhibit A** (the “Plan”) prepared by Mohr & Seredin dated March 12, 2018 and more particularly described in **Exhibit A-1** attached hereto; and

WHEREAS, ~~the Developer~~CFV received subdivision approval from the Cumberland Planning Board on August 16, 2016, in accordance with the subdivision plan prepared by Owen Haskell dated August 18, 2016 and recorded in the Cumberland County Registry of Deeds in Plan Book 216, Page 335, and subsequently amended on March 21, 2017 in accordance with the subdivision plan prepared by Owen Haskell dated January

26, 2017 and recorded in the Cumberland County Registry of Deeds in Plan Book 217, Page 85 and attached hereto as ~~Exhibit B~~ (the “Subdivision Plan”) and which may be further amended from time to time, such amendments to be expressly incorporated herein;
and

WHEREAS, the Developer’s Updated Estimated Schedule of Completion of the Project is attached hereto as ~~Exhibit B~~; and

WHEREAS, in order for the Project to be financially feasible for the construction and sale of commercial buildings and residential dwelling units while meeting all applicable codes, certain amendments with respect to density, setbacks, road lengths and certain other performance standards of the Cumberland Code are required; and

WHEREAS, on March 28, 2017, the Cumberland Town Council approved the execution of this Amended and Restated Contract Zoning Agreement, subject to later compliance with Subdivision and Site Plan Standards as set forth in Chapter 229 and Chapter 250 the Cumberland Code, provided such Ordinance provisions are not in conflict with the Act.

NOW THEREFORE, pursuant to the provisions of 30-A M.R.S.A. § 4352(8) and Section 315-79 of the Cumberland Code (as may be amended from time to time), the Cumberland Town Council hereby finds that this Amended and Restated Contract Zoning Agreement:

- A) is consistent with the Comprehensive Plan duly adopted by the Town of Cumberland on April 14, 2014; and
- B) establishes a contract zone area consistent with the existing and permitted uses in the original zone of the area involved; and
- C) only includes conditions and restrictions which relate to the physical development and future operation of the proposed development; and
- D) imposes those conditions and restrictions which are necessary and appropriate for the protection of the public health, safety and general welfare of the Town of Cumberland.

The parties agree as follows:

I. Establishment of the Contract Zone:

The Town hereby agrees that the approximately 74.90 acres shown on the Plan shall be a Contract Zone pursuant to the provisions of 30-A M.R.S.A. § 4352(8) and Section 315-79 of the Cumberland Code.

II. Permitted Uses Within the Contract Zone:

The development permitted within the Contract Zone established in paragraph I above shall be as follows (Note: References to lot numbers herein shall be to those lot numbers as shown on the Plan attached hereto as **Exhibit A**, unless expressly stated otherwise):

A) All uses authorized as of the date of execution of this Amended and Restated Contract Zoning Agreement and as may be amended hereafter either as permitted uses or special exceptions in the Office Commercial South District, including ~~assisted living facilities-residential care~~ facilities and light manufacturing as defined in Section 315-4 of the Cumberland Code.

B) Up to 150 residential dwelling units, which may be either detached dwelling units (single family) or attached duplex or multiplex dwellings, on Lots 10A and 10B ~~8~~ as shown on the Plan; said residential development to include buffering as set forth in Section III of this Agreement. Individual house lots shall contain not less than 5,000 square feet. Multiplex dwelling units shall be developed for rent or lease only and shall not be converted to condominiums for private sale without prior approval of the Town Council. At least one dwelling unit contained within each multiplex dwelling structure developed under this Paragraph must be occupied by a tenant that is 55 years of age or older and at least 20% (not less than nineteen) of the total dwelling units contained within all of the multiplex dwelling structures developed under this Paragraph must be occupied by a tenant that is 55 years of age or older. The Developer shall have the right to (i) vary the mix between detached dwelling units, duplex and multiplex dwellings, and (ii) convey or subcontract all or any portion of the Project to one or more third parties, subject to the provisions of this Agreement. The residential development permitted under this Paragraph shall be subject to the net residential density requirements of Section 315-43(E); provided, however, that the requirements of Section 315-43(E) shall not apply to the development of multiplex dwellings under this Paragraph. The development of multiplex dwellings permitted under this Paragraph shall also be exempt from the regulations of Section 315-44 of the Cumberland Code related to multiplex dwellings.

C) Commercial development of not less than six (6) lots, as shown on the Plan; said commercial development to be developed with buffering from the adjacent residential areas of the Project as set forth in Section III of this Agreement.

D) On proposed Lot ~~78~~ only (or on any lot created by further subdivision of Lot 8), indoor warehouse and storage facilities and wholesale distribution facilities as defined in Section 315-4 of the Cumberland Code shall be permitted, provided that such facilities are set back at least 300 feet from the U.S. Route One right of way and only if no residential use is created or existing on the same lot. Indoor warehouse and storage facilities shall include enclosed buildings for the keeping of nonhazardous goods, commodities, equipment, materials or supplies in which buildings there are not any sales, manufacturing, production or repair activity, except on an incidental or occasional basis. Outdoor storage of any goods, commodities, equipment, materials or supplies in conjunction with an indoor warehouse and storage facility shall not be permitted. If an indoor warehouse and storage facility or a wholesale distribution facility is adjacent to residential property, the buffering requirements set forth in Section III of this Agreement shall apply except for Lots 4 and 5 on Route 1 and the portion of Lot 8 west of Clipper Street. Nothing in this section shall

preclude the establishment of any other commercial use allowed by the terms of this Agreement.

E) A communications tower properly buffered from all residential uses in accordance with Section 315-72 of the Cumberland Code.

F) On Lot 1 only, retail stores (uses may include any shop or store for the retail sale of goods or personal services, excluding any drive-up service, freestanding retail stand, gasoline and motor vehicle repair service, new and used car sales and service, and trailer and mobile home sales and service).

G) Tradesmen's offices (*i.e.*, the office of a self-employed craftsman or person in a skilled trade) involving only the management of the business; interior storage of materials and goods related to the business; and outdoor storage of vehicles, equipment and material ancillary to the business provided that such items are not visible from a public way. No on-site retail sales or wholesale distribution shall be permitted as part of such use, except as otherwise permitted within the Office Commercial South District.

H) Site preparation activities including grading and aggregate processing, as defined in Section 315-4 of the Cumberland Code, which substantially alter terrain and site character shall be permitted subject to the requirements set forth herein. Site preparation activities shall be permitted by the Developer and/or his subcontractor and shall include aggregate processing of materials on site for use in conjunction with the development of the site or off-site, but shall not be permitted unless in preparation of the site for proposed or approved development. The foregoing activities shall be performed in accordance with Maine Department of Environmental Protection requirements for ledge removal and materials processing, regardless of whether such use actually requires a permit from the Maine Department of Environmental Protection. If a permit from the Maine Department of Environmental Protection is not required for the use, the Town shall have the authority to enforce these requirements. Any such activities and any other site work proposed on the site, including development permitted under the terms of this Agreement shall be subject to review and approval by the Planning Board and shall be completed pursuant to all applicable sections of the Cumberland Code including, but not limited to, Sections 315-48 and 315-49. All site preparation activities must be completed within one year of approval unless an extension is requested by the Developer from the Planning Board prior to the expiration date. The Planning Board is authorized to extend the project completion not more than two times for a period of up to six months each time. The Planning Board shall deny a request for extension if the site preparation activities are not at least 35% completed within one year from the date of approval and if an application for site plan and/or subdivision including the area for which site preparation activity was permitted has not been approved.

III. Restrictions within the Contract Zone:

A) The setback provisions within the Contract Zone shall be as follows. All setbacks shall be measured from the exterior wall of the structure and shall not include overhangs, which overhangs shall not exceed one foot on any side of the structure.

(1) setbacks for detached dwelling units:

- Front yard setback not less than 15 feet.
- Side yard setback not less than 9 feet each side; .
- Rear yard setback not less than 15 feet.
- Driveway setback not less than 5 feet.
- If a residential lot is adjacent to a commercial lot, there shall be a 25 foot buffer of undisturbed or replanted vegetation. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 25 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.

(2) setbacks for commercial lots:

- Front yard setback not less than 25 feet.
- Side yard setback not less than 20 feet each side for lots with frontage on Route 1; not less than 15 feet on each side for interior lots.
- Rear yard setback not less than 40 feet.
- Driveway setback not less than 10 feet, unless driveways are shared for access by 2 or more lots in which case there are no driveway setback requirements.
- If a commercial lot is adjacent to a residential lot, there shall be a 25 foot buffer of undisturbed or replanted vegetation. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 25 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.

(3) setbacks for ~~assisted living~~ residential care facilities and duplex and multiplex dwellings:

- Front yard setback not less than 50 feet.

- Side yard setback not less than 30 feet each side.
- Rear yard setback not less than 50 feet.
- Driveway setback not less than 5 feet.
- If ~~a residential care facility~~~~an assisted living facility~~, duplex or multiplex dwelling is adjacent to a commercial lot, there shall be a 25 foot buffer of undisturbed or replanted vegetation. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 25 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.
- Any building that is constructed for the sole purpose of and used exclusively in connection with the development of multiplex dwellings and located on the same lot as the multiplex dwellings, such as a community center or rental office, shall be subject to the setback requirements of this section; provided, however, that the rear setback for such building shall be not less than 25 feet.

(4) setbacks for indoor warehouse and storage and wholesale distribution facilities:

- Front yard setback not less than 25 feet.
- Side yard setback not less than ~~25~~15 feet each side.
- Rear yard setback not less than ~~25~~20 feet.
- If indoor storage and warehouse facilities or wholesale distribution facilities are adjacent to residential development, the above minimum setbacks shall be increased to 60 feet and there shall be a 75 foot undisturbed or replanted buffer on the property line between the commercial and residential uses. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 75 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.

(5) A setback of not less than 100 feet shall be maintained along the entire length of the property boundary that borders the Interstate 295 highway. The setback shall be measured from the edge of the I-295 right of way and shall remain at all times undisturbed. The Town shall periodically survey this setback to ensure that it has been maintained. In

the event that this area is disturbed for any reason, the Developer shall be required to prepare and submit a landscape plan to be approved by the Town Council and shall be required to complete plantings in accordance with the approved plan within a timeframe designated by the Town Council. Additional plantings consisting of evergreen trees shall be field located with Town staff. Plantings shall be at least five feet (5') tall when planted. Plantings shall be required within the portion of the setback that runs along ~~Lot 100~~the Cumberland Foreside Village Apartments, as shown on **Exhibit B-A** to provide a visual buffer of the multiplex dwelling units constructed on that lot.

B) The minimum frontage on the street providing access to each residential lot shall be 50 feet and for each commercial lot shall be 150 feet for lots with frontage on Route 1 and 100 feet for interior lots.

C) The length of Skyview Drive, the dead-end road serving the commercial portion(s) of the Project, shall be not more than 3,000 feet, and the road right-of-way be established at 50 feet in width, with a paved width of at least 24 feet (base shall be 30 feet wide), a five foot paved sidewalk for Skyview Drive, a four foot esplanade and an enclosed drainage system. All other roads, except for driveways and alleyways, within the interior commercial lots in the project shall be constructed with a paved width of at least 24 feet, and do not shall require an enclosed drainage system, curbing and a five foot paved sidewalk, and be constructed in accordance with the geometric design standards for commercial subdivisions found in Chapter 250 of the Cumberland Code.

D) The height restriction on all nonresidential structures and multiplex dwellings shall be 50 feet and the height restriction on all detached (single family) and duplex dwellings shall be 40 feet.

E) There shall be no other variances from the Cumberland Zoning Ordinance granted to any lot owner beyond those expressly set forth herein, unless the Town and Developer agree by written and duly authorized amendment to this Agreement.

F) This Agreement shall be subject to the Town's Impact Fee Ordinance to the extent applicable. Impact Fees shall be calculated based on the gross floor area of the total structure for each multiplex dwelling structure constructed under Section II(B) of this Agreement. The gross floor area of the multiplex dwelling structure shall be reduced by the gross floor area of any dwelling unit within that structure that is designated to be occupied by a tenant that is 55 years of age or older. The residential development permitted under Section II (B) of this Agreement shall be exempt from the requirements of the Town's Growth Management Ordinance pursuant to Section 118-6(D) of the Cumberland Code; provided, however, that the Developer shall be responsible to pay a fee of \$100 per multiplex dwelling unit in lieu of a growth permit.

G) Any commercial development or multiplex dwelling development shall be subject to the "Design Guidelines for Commercial Properties & Multiplex Dwellings" which are attached hereto as **Exhibit DC**.

H) The Route 1 buffer shown on the Plan shall be 35 feet from the Route 1 right of way. 25 feet of the Route 1 buffer shall be undisturbed vegetation and the remaining 10 feet shall be used for a common walkway/path. The common walkway/path shall be constructed within the Route 1 right of way beginning at Sky View Drive and ending at the northerly lot line of Lot 5, subject to approval by the Town, or within 25 feet of the Route 1 right of way beginning at Sky View Drive and ending at Lot 11-C of the Town of Cumberland's Tax Map R01, shown as the "Seafax" Lot (Seafax) as shown on Exhibit ED. The common walkway/path shall be completed prior to the occupancy of any residential dwellings constructed pursuant to Section II(B). No additional buffer shall be required along Route 1 for Lots 9A and 9B as shown on **Exhibit BA**, provided that the front setback for the property as set forth in Section III(A) is met and that the setback area includes undisturbed vegetation to the greatest extent practicable and additional plantings as necessary to create a sufficient vegetated buffer within the setback.

I) Notwithstanding anything in Section III(A) above to the contrary, the building setback from Route 1 shall be 65 feet from the Route 1 right of way, except that the building setback from Route 1 on Lots 9A and 9B only shall be 25 feet from the Route 1 right of way.

J) The minimum lot size for commercial lots shall be 60,000 square feet, except that the minimum lot size for Lots 9A and 9B shall be 35,000 square feet.

K) The use of bituminous or concrete curb throughout the road network and on site plans shall be allowed at the developer's option.

L) The parking requirements of Section 315-57 of the Cumberland Code shall apply to development under this Agreement; provided, however, that the minimum number of parking spaces required for multiplex dwellings under Section II(B) shall be two (2) spaces per dwelling unit. A landscaped berm shall be installed on the exterior perimeter of each parking area designated for the multiplex dwelling structures developed under Section II(B). Such berms shall be designed and constructed to provide screening from vehicle headlights within the parking area facing outward in both easterly and westerly directions.

M) Notwithstanding anything in the Town's Zoning Ordinance to the contrary, residential care facilities shall be subject to the following requirements:

(1) Minimum lot size of two acres;

(2) Site coverage. The facility, as measured by the area of the building footprint of all structures, shall not cover more than 30% of any site's gross acreage. This limitation on site coverage applies only to structures and does not apply to drives, parking areas, walkways, and gardens;

(3) Open Space. At least 25% of the gross site acreage shall be devoted to vegetated open space. The open space may include lawn areas, forest areas, areas with a vegetative cover, and gardens. Open space shall not include areas covered by structures, parking areas, drives, walkways, swimming pools, tennis courts, or similar improvements; and

(4) Height. The maximum building height shall not exceed 50 feet.-

Subject to the following, the Cumberland Planning Board shall have review authority under the applicable provisions of the Cumberland Subdivision, Site Plan and Zoning Ordinances to impose conditions of approval pursuant to said Ordinances relating to the development and construction of the Project.

IV. Miscellaneous Provisions:

A) Offsite Improvements: The Developer and the Town agree to negotiate the respective obligations of each party as it relates to ~~shall be responsible for~~ the design, engineering and construction of all offsite improvements as may be required by the owners or operators of property within the Project or as may be required by rule, regulation, law or determination of a governmental agency or utility in conjunction with the development of any Lots within the Project, ~~except that the Town shall be responsible for including~~ the widening, paving and striping of a designated portion of Route 1 as may be necessary pursuant to the plan titled “Route 1 Roadway Improvements” drafted by Gorrill-Palmer Consulting Engineers and ~~dated July 2007~~ November 15, 2016, attached hereto as **Exhibit FE**, or as otherwise approved by the Town Council.-

B) Survival Clause: The terms and conditions of this Agreement shall run with the land and be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of the parties hereto except as specifically set forth herein. A true copy of this Agreement shall be recorded in the Cumberland County Registry of Deeds.

C) Arbitration Clause: In the event of any dispute between the parties hereto arising out of the Town’s approval of (or failure to approve) eligible and qualified purchasers, such dispute shall be submitted to arbitration pursuant to the rules and regulations of the American Arbitration Association, or such other similar arbitration tribunal as the parties may select. The decision of such arbitration panel shall be final, binding and conclusive as to all issues arbitrated therein. Any and all other disputes, claims, counterclaims, and other matters in question between the parties hereto arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction.

D) Further Assurances: In order to effectively and properly implement this Agreement, the parties agree to negotiate in good faith the terms and conditions of such further instruments and agreements as may be reasonably necessary from time to time to give effect to this Agreement.

E) Maine Agreement: This contract is a Maine agreement, entered into in the State of Maine and shall be governed by and enforced in accordance with the laws of the State of Maine.

F) Binding Covenants: The above-stated restrictions, provisions, and conditions are an essential part of this contract and shall run with the subject premises, shall bind the Developer, its successors and assigns with respect to the Project or any part thereof or any interest therein, and any party in possession or occupancy of said property

or any part thereof, and shall inure to the benefit of and be enforceable by, the Town, by and through its duly authorized representatives. However, if all site work related to the infrastructure on the subdivision plan is not substantially completed within five (5) years from the date of this Amended and Restated Agreement, then the Town Council shall review the status of the project and shall determine whether to initiate a rezoning of the property to the current zoning classification as it exists at the time of the rezoning determination.

G) Severability: In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full force and effect, and the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of the day and year first above written.

WITNESS:

TOWN OF CUMBERLAND

Name:

By: _____
William R. Shane
Town Manager

~~CUMBERLAND FORESIDE~~
~~VILLAGE~~ HERITAGE VILLAGE DEVELOPMENT GROUP, LLC

Name:

By: _____
~~David Chase~~ Peter D. Kennedy
Sole Member and Manager

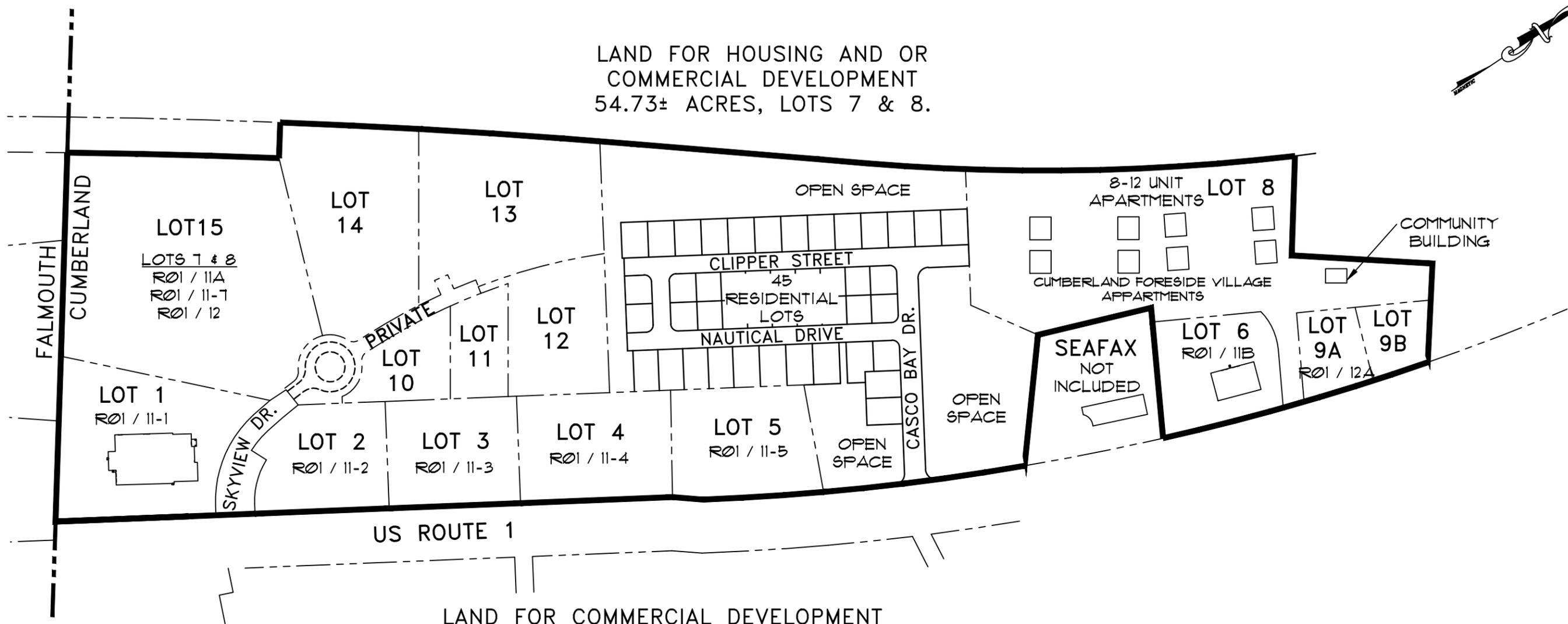
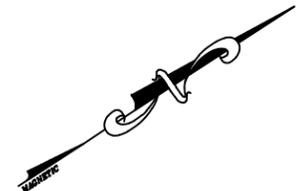
State of Maine
County of Cumberland, ss.
~~2017~~ 2018

Then personally appeared the above-named William R. Shane in his capacity as Town Manager of the Town of Cumberland and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Cumberland.

Before me,

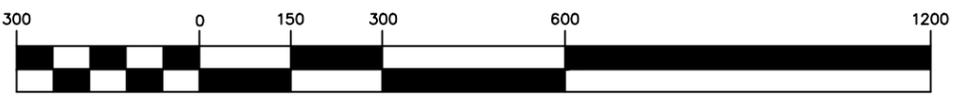
Notary Public
Print Name: _____
Commission Expires: _____

LAND FOR HOUSING AND OR
COMMERCIAL DEVELOPMENT
54.73± ACRES, LOTS 7 & 8.



LAND FOR COMMERCIAL DEVELOPMENT
45.81± ACRES (LOTS 1-6 & 9-15)

GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft.

ENTIRE CONTRACT ZONE INCLUDES LOTS 1-15: 74.87
ACRES. CONTRACT ZONE DOES NOT INCLUDE THE
"SEAFAX" LOT: 2.99 ACRES

5	3/12/18	DIVIDED COMM. LOT, ADD R.O.W. & ADD COMM. LOTS
4	2/19/16	REVISED LOT USES
3	1/28/16	ADDED TAX MAP & LOTS, CLARIFY ADDITIONAL AREA
2	1/25/16	DIVIDED LOT 9 FROM LOT 8
1	1/22/16	ADDED AREA TO CONTRACT ZONE

ILLUSTRATIVE PLAN

EXHIBIT A – CONTRACT ZONE 5TH AMENDMENT

<p>MOHR & SEREDIN Landscape Architects, Inc. 18 Pleasant Street, Portland, Maine 04101 ph: 1.207.871.0003 fax: 1.207.871.1419</p>	<p>HERITAGE VILLAGE DEVELOPMENT GROUP, LLC CUMBERLAND FORESIDE VILLAGE US ROUTE ONE, CUMBERLAND</p>
<p>SCALE: AS SHOWN DATE: MAR. 12, 2018 CHECK BY: SBMPROJECT: 111-NC</p>	

**Updated Estimated Schedule of Completion of the Project
Cumberland Foreside Village
March 2018**

- | | | |
|----|---|--------------------------------|
| A. | Schedule of Regulatory Reviews | 2018 |
| | - Complete project plans and supporting documents | 1-2 months (May/June 2018) |
| | - Planning Board Subdivision Review | 1-4 months (May - August 2018) |
| | - Planning Board Site Plan Review (concurrent with subdivision) | 1-4 months (May - August 2018) |
| | - Planning Board anticipated approval within | 4 months (May - August 2018) |
| | - DEP SLODA review and approval | 1-3 months (May - July 2018) |
| B. | Anticipated Construction Schedule | August 2018 – December 2020 |
| | - Start construction within 1 month of approval (cul-de-sac & berm) | June 2018 |
| | - Construction of subdivision private drive and infrastructure | 12 - 18 months |
| | - Sitework – Lots 10 through 13 | 12 - 24 months |
| | - Sitework Lots 3, 4, and 5 | 24 - 30 months |

Cumberland Foreside/Heritage Village Contract Zone

Design Requirements for Commercial Properties and Multiplex Dwellings

The following design guidelines have been prepared as a part of the Contract Zone for the Cumberland Foreside/Heritage Village Subdivision. These will serve to assist in the development of the parcel in an orderly manner and will establish the design criteria to guide the development of the individual buildings on all lots used for commercial purposes or as multiplex dwellings. The overall intent of these design guidelines is to assure that the building designs are well thought through and have coordinated architectural forms, massing, materials and color ranges.

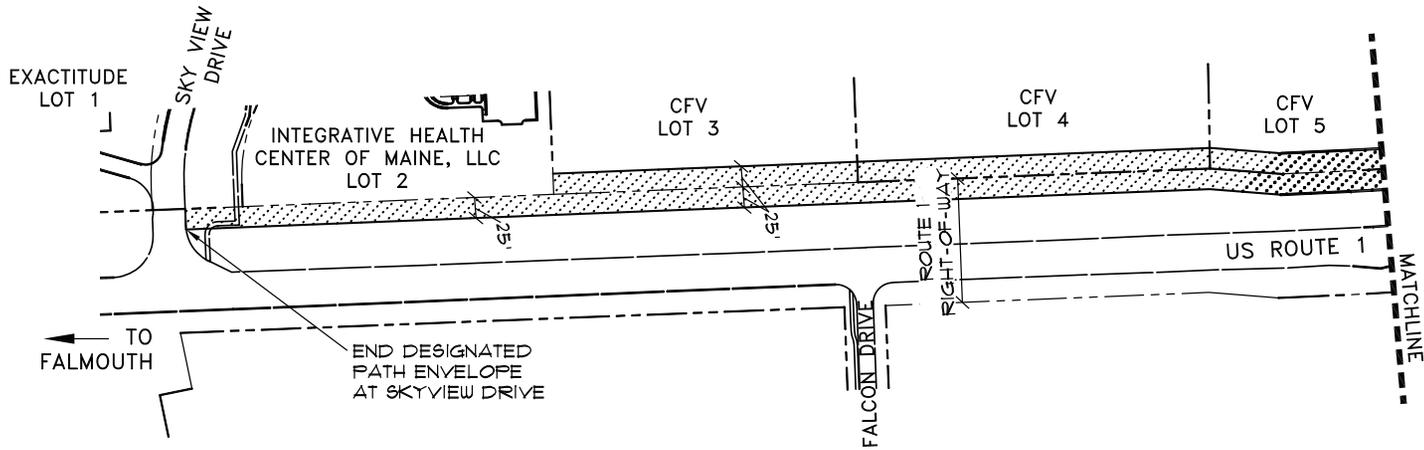
A. General Design Guidelines:

- The design for the buildings at Cumberland Foreside (CFV)/Heritage Village (HV) are to be encouraged to draw upon elements found in traditional New England vernacular architecture.
- All buildings proposed for CFV/HV should be designed by an architect registered in the State of Maine; buildings designed by Engineers are acceptable as long as the guidelines contained herein are closely followed.
- Individual building designs should have all of the elements coordinated to achieve harmony and continuity in the structure's appearance.
- Adjacent structures must be considered in the design for all new buildings. This should include scale of building, use of materials, and general building form.
- Buildings within 200 feet of US Route One, and in particular building elevations directly fronting on US Route One, need to have well designed, carefully detailed facades that have architectural interest and appeal. The existing Seafax and Exactitude structures can be referred to with regard to this guideline.

B. Specific Design:

- Exterior siding materials are encouraged to be traditional appearing building materials common to Northern New England. The use of asphalt shingles, T-111, or highly reflective siding materials is not permitted.
- The mass of larger structures needs to be broken down through the use of architectural detailing, changes in materials or other means so as to create visual interest. Main entrances to the buildings should be emphasized by architectural detailing, glazing, lighting, etc.
- Arbitrary or frequent changes in siding materials, applied embellishments, or the addition of architectural details that are not integrated into the building form or function are not allowed.
- All functional elements visible on the exterior of the structure (eg. meters, service connection, downspouts, vents, etc.) shall be treated as integral parts of, and incorporated into, the building design.
- All buildings shall provide an appropriate proportion of windows, doors or other fenestration so as to break up the building façade visible from Route 1 and any public view. The building fenestration should provide sufficient transparency to provide views to the interior of the building as functionally appropriate. Careful attention must be paid to the relative size, detailing and positioning of all openings in the building elevations.

- On small buildings, eg. those under 5,000 s.f., flat roofs should be avoided on one-story structures. Pitched roofs with traditional slopes (eg. higher than 6 in 12) are encouraged. Where the roof will be visible from adjoining public ways, the roofing materials should be selected so as to compliment the buildings façade. Preferred roofing materials shall include architectural grade asphalt shingles, standing-seam metal roofing, or natural materials.
- Color selected for the exterior surfaces of buildings should be earth-toned, or colors that are earth-tones, muted and not garish. The use of bright colors must be limited to areas where accents are desired (eg. doors, window trim, entrances, etc.).
- Where roofs are flat, parapets or other architectural elements should be used to break up a large expanse (eg. greater than 80 feet) of flat roof-line. Roof-top mounted mechanical or other equipment shall be screened/shielded from view from the street.
- Long horizontal facades of buildings (those greater than 80 feet in length) should be made more interesting through either changes in the façade plane or selection of materials to provide interest through color, shadow, non-functional windows, etc.
- Buildings with multiple entrances or uses shall be designed to be visually unified through complimentary detailing and use of materials, with no awnings allowed.
- Separate accessory structures on the same lot as a principal structure shall have consistent architectural detail so as to provide unified project design.
- Underground utility connections are required.
- Sidewalks along buildings and a trail in the I-295 buffer are required.
- A 5' walkway, with 10' of cleared space, is required within the Route 1 buffer zone as shown in Exhibit D.
- Signage shall consist of natural materials (wood, stone, etc.) and shall not be internally lit.

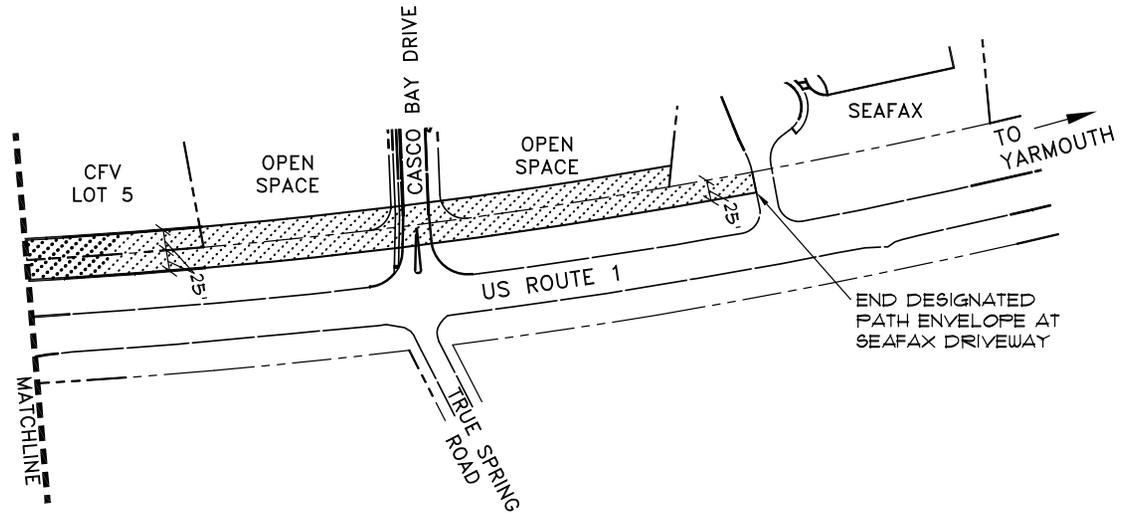


**DESIGNATED PATH ENVELOPE
SKYVIEW DRIVE TO LOT 5**

DESIGNATED PATH ENVELOPE:

25 FEET ALONG THE ROUTE ONE RIGHT-OF-WAY FROM SKYVIEW DRIVE TO SEAFAX'S DRIVEWAY.

25 FEET ALONG THE ROUTE ONE RIGHT-OF-WAY OVER CUMBERLAND FORESIDE VILLAGE LOTS 3, 4, 5 AND THE CASCO BAY DRIVE RIGHT-OF-WAY AND ADJACENT OPEN SPACE OF CFV HOUSING.



**DESIGNATED PATH ENVELOPE
LOT 5 TO SEAFAX**

GRAPHIC SCALE

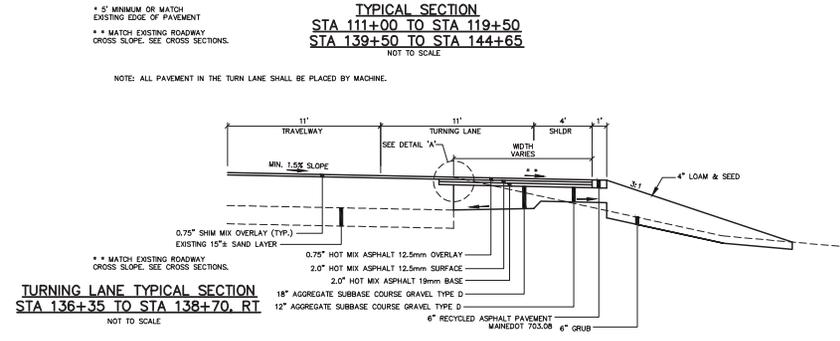
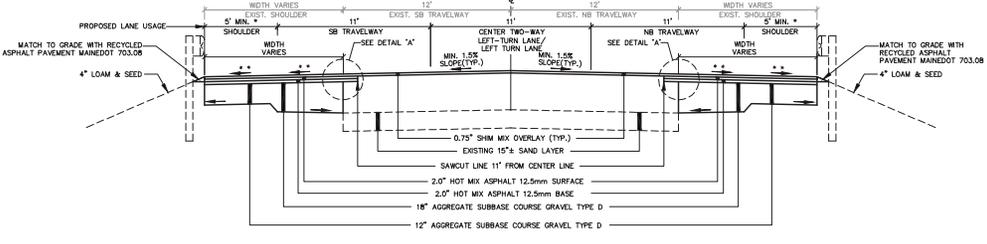
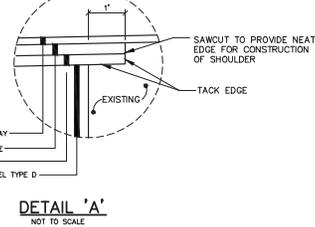
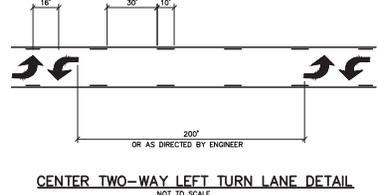
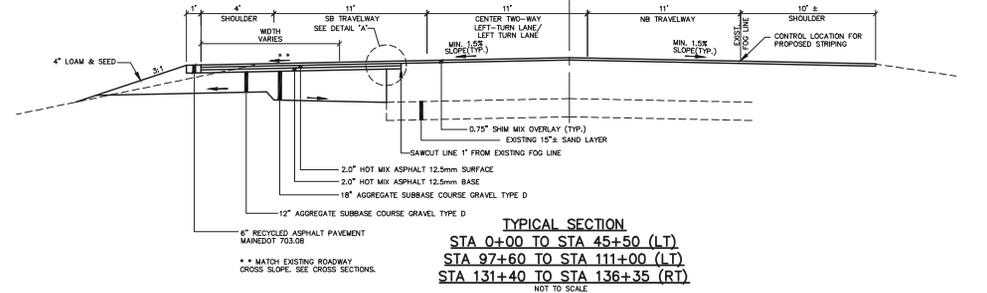


(IN FEET)
1 inch = 150 ft.

GENERAL NOTES

1. THE MAINEDOT AND THE TOWN OF CUMBERLAND SHALL HAVE THE RIGHT AND AUTHORITY TO DETERMINE THE ACCEPTABILITY OF WORK AND MATERIALS IN PROGRESS OR COMPLETED. THE MAINEDOT AND THE TOWN OF CUMBERLAND SHALL HAVE THE RIGHT TO REFLECT ANY WORK OR MATERIALS WHICH DO NOT CONFORM, IN ITS SOLE OPINION, TO THE PLANS OR SPECIFICATIONS.
2. ALL SIGNING, SIGNAL, AND STRIKING MATERIALS AND PLACEMENT SHALL CONFORM TO THE MAINEDOT STANDARD SPECIFICATIONS, NOVEMBER 2014 EDITION DIVISION 400, SIGNING, SPECIFICATIONS AND STANDARD DETAILS AND WITH THE FEDERAL HIGHWAY ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2009 EDITION.
3. ALL DISTURBED AREAS SHALL BE LOADED AND SEDED, UNLESS OTHERWISE NOTED. SEEDING METHOD NO. 1 SHALL BE UTILIZED ON ALL LAWS AND EXPOSED AREAS, AND SEEDING METHOD NO. 2 SHALL BE USED IN ALL OTHER LOCATIONS. LOAM SHALL BE PLACED TO A MINIMUM DEPTH OF 4" IN METHOD NO. 1 AREAS, AND 2" IN ALL OTHER AREAS UNLESS OTHERWISE NOTED OR DIRECTED.
4. DISPOSITION OF SURPLUS MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SURPLUS MATERIAL SHALL NOT BE DISPOSED ON OR NEAR THE PROJECT SITE. DISPOSAL SHALL BE MADE ONLY IN WASTE AREAS WHICH ARE LICENSED TO ACCEPT SUCH MATERIALS, UNLESS THE MATERIALS CAN BE INCORPORATED IN FILLS IN OTHER PROJECTS OF THE CONTRACTOR. ALL WASTE AREAS SHALL BE APPROVED BY THE RESIDENTS.
5. EXCAVATIONS ACCOMPLISHED AS PART OF THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SUBPART P OF 29 CFR PART 1926.650-652 (CONSTRUCTION STANDARD FOR EXCAVATIONS).
6. THE CONTRACTOR SHALL CONTACT DIG-SAFE AND APPROPRIATE AUTHORITIES PRIOR TO ANY SUBSURFACE ACTIVITIES.
7. IF FOUNDATION MATERIAL IS REQUIRED UNDER CULVERTS, IT SHALL MEET THE REQUIREMENTS FOR GRANULAR BORROW UNDERWATER BACKFILL.
8. ALL CLEARING AND TRIMMING SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO SEPARATE PAYMENT WILL BE MADE. THE ACTUAL LINES FOR CLEARING AND TRIMMING SHALL BE ESTABLISHED BY THE CONTRACTOR AND APPROVED IN THE FIELD BY THE ENGINEER.
9. BUTT JOINTS SHALL BE USED AT ALL LOCATIONS WHERE THE PROPOSED PAVEMENT MEETS EXISTING PAVEMENT.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING OPENING PERMITS. CONTRACTOR SHALL BE RESPONSIBLE APPLYING FOR AND ALL COSTS ASSOCIATED WITH OBTAINING OPENING PERMITS FROM THE TOWN IF REQUIRED.
11. MAINTENANCE OF TRAFFIC SHALL BE PER THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2009 EDITION.
12. THE CONTRACTOR SHALL PROVIDE, DIRECT AND MAINTAIN ALL NECESSARY BARRICADES, LIGHTS, WARNING SIGNS AND OTHER DEVICES TO SAFEGUARD TRAFFIC THROUGHOUT THE PROJECT. ALL WORK SHALL BE IN PROGRESS FOR THE DURATION OF THE PROJECT.
13. DRIVEWAY ACCESS SHALL BE MAINTAINED AT ALL TIMES.
14. THE CONTRACTOR SHALL SUBMIT A PLAN TO CONTROL TRAFFIC DURING THE PERIOD OF CONSTRUCTING THE IMPROVEMENTS TO THE MAINEDOT, ENGINEER AND THE TOWN OF CUMBERLAND. WHICH CONFORMS TO THE FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", 2009 EDITION. THE CONTRACTOR MUST MAINTAIN TWO WAY TRAFFIC WHENEVER PRACTICABLE AND MUST MAINTAIN AT LEAST ONE WAY ALTERNATING TRAFFIC FLOW AT ALL TIMES. ALL TRAFFIC SHALL BE CONTROLLED DURING THE PERIOD OF CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN APPROVED BY THE MAINEDOT.
15. THE CONTRACTOR SHALL COMPLY WITH THE INSURANCE REQUIREMENTS OUTLINED UNDER SECTION 110 IN THE DEPARTMENT'S STANDARD SPECIFICATIONS NOVEMBER 2014 EDITION (HEREAFTER STANDARD SPECIFICATIONS). MINIMUM INSURANCE REQUIREMENTS SHALL INCLUDE AT LEAST WORKERS' COMPENSATION INSURANCE, COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE AS DEFINED THEREIN. THE CONTRACTOR SHALL PROVIDE THE DEPARTMENT WITH SATISFACTORY PROOF OF SUCH INSURANCE COVERAGE. IN THE EVENT THAT SUCH INSURANCE IS TERMINATED OR CANCELED WITHOUT BEING REPLACED WITH COMPARABLE INSURANCE, THE DEPARTMENT MAY SUSPEND OR TERMINATE THE CONSTRUCTION OF ALL TRAFFIC IMPROVEMENTS IN PROGRESS AT THE TIME OF SUCH TERMINATION OR CANCELLATION.
16. THE CONTRACTOR SHALL PROVIDE THE MAINEDOT AND THE TOWN WITH A PERFORMANCE BOND, CERTIFIED CHECK OR OTHER NEGOTIABLE SECURITY ACCEPTABLE TO THE OWNER IN THE FULL AMOUNT OF THE COST TO CONSTRUCT SUCH IMPROVEMENTS WHICH CONFORMS TO THE GENERAL REQUIREMENTS FOR SUCH SURETY AS OUTLINED UNDER SECTION 110.2 OF THE STANDARD SPECIFICATIONS.
17. THE CONTRACTOR SHALL PROVIDE THE DEPARTMENT AND THE TOWN OF CUMBERLAND WITH A SCHEDULE OF WORK FOR CONSTRUCTING THE IMPROVEMENTS, AND AN EMERGENCY CONTACT LIST.
18. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS SHOWN ON THE FINAL PLANS IN ACCORDANCE WITH THE MAINEDOT STANDARD SPECIFICATIONS NOVEMBER 2014 EDITION, DETAILS AND ANY REVISIONS.
19. THE CONTRACTOR SHALL OBTAIN PERMISSION FROM THE MAINEDOT'S INSPECTORS, AGENTS, EMPLOYEES, CONTRACTORS OR INVITED GUESTS, TO ENTER UPON ANY LAND OWNED OR CONTROLLED BY THE CONTRACTOR OUTSIDE OF AND ADJOINING THE RIGHT-OF-WAY OF WHICH THE WAY WHICH MAY BE USED FOR CONSTRUCTION OF THE TRAFFIC IMPROVEMENTS, AT ANY AND ALL TIMES AND FOR ANY AND ALL PURPOSES NECESSARY OR INCIDENTAL TO SUCH INSPECTION OR TESTING.
20. THE PLACEMENT OF BITUMINOUS PAVING MATERIALS SHALL BE SUBJECT TO ALL OF THE WEATHER AND SEASONAL LIMITATIONS OUTLINED UNDER MAINE DOT STANDARD SPECIFICATIONS, NOVEMBER 2014 EDITION DIVISION 400, PAVEMENTS, SECTION 401, PARAGRAPH 401.06.
21. ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO REMOVE AND RESET POST SIGNS, MAILBOXES, AND POLES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT BID PRICES. IF A DAMAGE OCCURS TO POSTS, SIGNS, MAILBOXES OR ASSOCIATED HARDWARE DURING REMOVAL, STORAGE, OR RESETTING, THE DAMAGED MATERIALS SHALL BE REPLACED BY THE CONTRACTOR, TO THE SATISFACTION OF THE ENGINEER, AT NO ADDITIONAL COST TO THE OWNER.
22. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. UNDERGROUND FACILITIES INDICATED ON THE CROSS SECTIONS HAVE BEEN CARRIED OVER FROM THE PLAN. NEW DATA AND MAY ALSO INCLUDE FURTHER APPROXIMATIONS OF THE ELEVATIONS (DEPTHS) BASED UPON STRAIGHT LINE INTERPOLATION FROM THE NEAREST MANHOLE GATE VALVES, OR TEST PITS. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE HIS WORK AND SCHEDULE AND THE UTILITY RELOCATION WORK WITH THE PROPER UTILITY COMPANY. UTILITY CONTACTS FOR THIS PROJECT ARE:
 CENTRAL MAINE POWER FAIRPOINT
 ATTN: BILLY BRIDGES ATTN: MARY PEASE
 162 CANINO ROAD 9 DAVIS FARM ROAD
 PORTLAND, ME 04103 PORTLAND, ME 04103
 (207) 828-2831 (207) 787-1119
23. ALL MATERIAL SCHEDULES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL PREPARE HIS OWN MATERIAL SCHEDULES BASED UPON HIS PLAN REVIEW. ALL SCHEDULES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS OR PERFORMING WORK.
24. PROPERTY LINE AND R.O.W. MONUMENTS SHALL NOT BE DISTURBED BY CONSTRUCTION. IF DISTURBED, THEY SHALL BE RESET TO THEIR ORIGINAL LOCATIONS AT THE CONTRACTOR'S EXPENSE, BY A MAINE PROFESSIONAL LAND SURVEYOR.
25. EXISTING CONDITIONS BASED ON SURVEY COMPLETED BY BOUNDARY POINTS.
26. CONSTRUCTION SHALL NOT COMMENCE UNTIL AUTHORIZED BY THE TOWN, THE MAINEDOT AND THE ENGINEER.
27. THE CONTRACTOR SHALL SUBMIT A O.C. PLAN AS OUTLINED UNDER MAINE DOT STANDARD SPECIFICATIONS, NOVEMBER 2014 EDITION DIVISION 400, PAVEMENTS, SECTION 401, PARAGRAPH 401.19, FOR APPROVAL BY THE MAINEDOT AND ENGINEER. THE ACCEPTANCE METHOD SHALL BE METHOD D. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS IN ADVANCE OF ANY PAVING. THE DENSITY REQUIREMENTS AND DISPERSEMENT SHALL APPLY AS OUTLINED IN SECTION 401.20 OF THE MAINE DOT. SECTION 401.20 CORES WILL NOT BE REQUIRED. THE TOWN MAY TAKE SAMPLES FOR TESTING AT THEIR DISCRETION TO DETERMINE IF THE MIX IS WITHIN THE TOLERANCES LISTED IN TABLE 8 OF SECTION 401.20.
28. ALL PAVEMENT MARKINGS AND SIGNS THAT CONFLICT WITH THE PROPOSED SHALL BE REMOVED IN ACCORDANCE WITH THE MAINEDOT SPECIFICATIONS.
29. ALL NEW SIGNS SHALL HAVE HIGH INTENSITY RETRO-REFLECTIVE SHEETING. WHEN WOOD POSTS ARE USED THEY SHALL BE PRESURE TREATED.
30. A TACK COAT OF EMULSIFIED ASPHALT, RS-1 OR HMS-1 SHALL BE APPLIED TO ANY EXISTING PAVEMENT AT A RATE OF APPROXIMATELY 0.025 GALLONS/SY, AND ON MILLED PAVEMENT APPROXIMATELY 0.050 GALLONS/SY. A FOG COAT OF EMULSIFIED ASPHALT SHALL BE BETWEEN EXISTING PAVEMENT AND THE SURFACE COURSE, AT A RATE NOT TO EXCEED 0.025 GALLONS/SY.
31. THE CONTRACTOR SHALL COMPLETE THE WORK WITHIN RIGHTS-OF-WAY OR EASEMENTS, AND WILL BE RESPONSIBLE IF "RESPASSING OCCURS ON PRIVATE PROPERTY.
32. ALL EXISTING WATER VALVE COVERS AND ANY OTHER EXISTING UTILITIES SHALL BE ADJUSTED TO GRADE BY THE APPROPRIATE UTILITY COMPANY.

33. ACTUAL GRUBBING LIMITS MAY VARY BASED ON FIELD CONDITIONS AS DIRECTED BY THE RESIDENT. ESTIMATED GRUBBING DEPTHS ARE 4 INCHES IN FIELD AREAS AND 12 INCHES IN WOODED AREAS.
34. ANY NECESSARY CLEANING OF EXISTING PAVEMENT PRIOR TO PAVING SHALL BE INCIDENTAL TO THE RELATED PAVING ITEMS.
35. NO EXISTING DRAINAGE SHALL BE ABANDONED, REMOVED OR PLUGGED WITHOUT PRIOR APPROVAL OF THE RESIDENT.
36. LOAM HAS BEEN ESTIMATED FOR DISTURBED AREAS. ACTUAL PLACEMENT OF THE LOAM SHALL BE AS NOTED ON THE PLANS OR DESIGNATED BY THE RESIDENT.
37. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING MAILBOXES TO ENSURE THAT THE MAIL WILL BE DELIVERABLE. MAILBOXES SHALL BE RELOCATED SO THAT THE POSTS ARE 1 FOOT BEHIND EDGE OF SHOULDER OR AS DIRECTED BY THE ENGINEER. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK; IT SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
38. THE CONTRACTOR IS RESPONSIBLE FOR THE CAREFUL SIDE STAKING OF EXISTING CENTERLINE AS PER STANDARD SPECIFICATION 102.4.2. SIDE STAKES SHALL BE PLACED SIMPLY OUTSIDE OF THE CONSTRUCTION LIMITS AND THE EXISTING CENTERLINE GRADES SHALL BE TRANSFERRED TO THESE STAKES.
39. ANY DAMAGE TO THE SLOPES CAUSED BY THE CONTRACTOR'S EQUIPMENT, PERSONNEL, OR OPERATION SHALL BE REPAIRED TO THE SATISFACTION OF THE RESIDENT. ALL WORK, EQUIPMENT, AND MATERIALS REQUIRED TO MAKE REPAIRS SHALL BE AT THE CONTRACTOR'S EXPENSE.
40. ESTIMATED QUANTITIES FOR REQUIRED STRUCTURAL EARTH EXCAVATION, DRAINAGE AND MINOR STRUCTURES ARE INFORMATIONAL ONLY AND REPRESENT THE APPROXIMATE MINIMUM QUANTITY REQUIRED TO INSTALL DRAINAGE STRUCTURES. ADDITIONAL EXCAVATION FOR THE CONTRACTOR'S CONVENIENCE OR TO COMPLY WITH BACKSPRING REQUIREMENTS WILL NOT BE PAID FOR DIRECTLY BUT WILL BE CONSIDERED INCIDENTAL TO THE RELATED DRAINAGE ITEMS.
41. NO SEPARATE PAYMENT FOR SUPERINTENDENT OR FOREMAN WILL BE MADE FOR THE SUPERVISION OF EQUIPMENT BIDS PAID FOR UNDER THE EQUIPMENT RENTAL ITEM.
42. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MAINE DEPARTMENT OF TRANSPORTATION'S BEST MANAGEMENT PRACTICES FOR EROSION CONTROL & SEDIMENT CONTROL, FEBRUARY, 2008.
43. TEST PITS OF ALL UTILITY CROSSINGS SHALL BE COMPLETED TWO WEEKS IN ADVANCE OF THE START OF CONSTRUCTION OR ORDERING OF MATERIALS. TEST PIT INFORMATION SHALL BE PROMPTLY PROVIDED TO ENGINEER FOR REVIEW.
44. THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUPPORT COSTS WITHIN THEIR BID TO PROVIDE Dewatering AS NECESSARY. NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR Dewatering.
45. LOCATION OF WATER MARKS ARE APPROXIMATE AND BASED ON A COMPOSITE OF AS-BUILT PLANS AND SURVEY FEATURES SUCH AS VALVES.
46. COORDINATE WITH APPROPRIATE UTILITY COMPANY FOR SUPPORT OF UTILITY POLES AS NECESSARY.
47. TEST PITS SHALL BE COMPLETED PRIOR TO ORDERING STRUCTURES TO DETECT EXACT ELEVATION/LOCATION OF EXISTING UTILITIES. TEST PIT INFORMATION SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW PRIOR TO ORDERING STRUCTURES. TEST PITS SHALL INCLUDE ALL EXCAVATION, BACKFILL AND TEMPORARY PAVEMENT IN ROAD SECTIONS.
48. ANY DAMAGE CAUSED TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO SEPARATE PAYMENT SHALL BE MADE.
49. ANY BASE PAVEMENT NOT SURFACED BEFORE WINTER WILL REQUIRE TEMPORARY PAVEMENT MARKINGS OF PAINT, BOTH YELLOW CENTERLINE AND WHITE EDGE LINES AND WILL BE CONSIDERED PART OF ITEM 627.76.
50. CATCH BASIN AND MANHOLE FRAMES AND COVERS SHALL BE RAISED TO MATCH OVERLAY WITH THE USE OF CAST IRON RIBB RINGS.



Rev.	Date	Revision

Client Review	Date	By

Design: DUC	Draft: LAN	Date: APRIL 2016
Checked: DER	Scale:	Job No: 1636.01
File Name: 1636-03-TYP.dwg		
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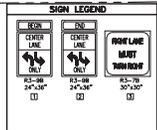
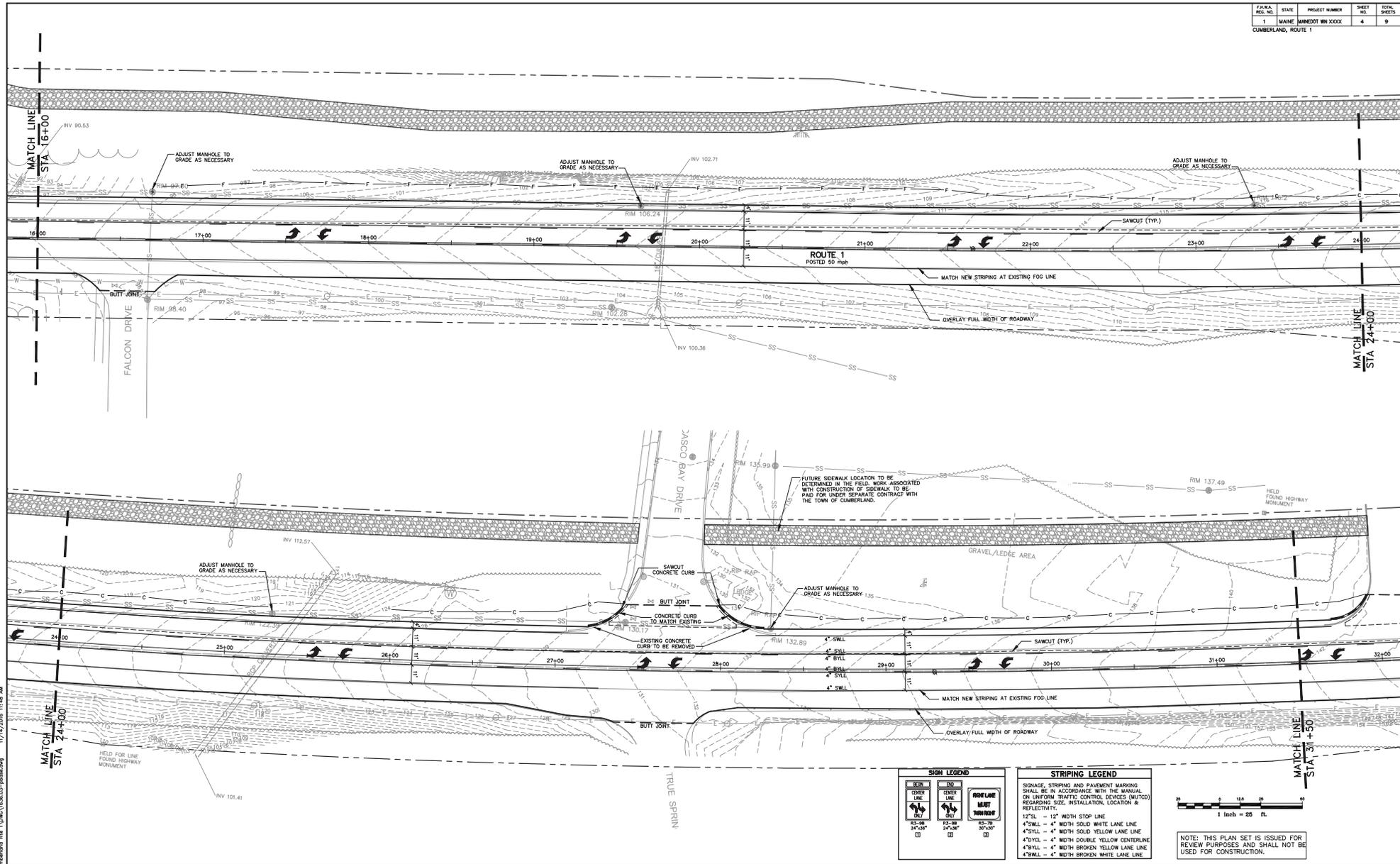
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Project:	Route 1 Roadway Improvement Project Cumberland, Me
Client:	Town of Cumberland 290 Tuttle Road, Cumberland, Me 04021

Drawing No.
2

FALMA FILE NO.	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1	MAINE	MANEOTY WXXXX	4	9

CUMBERLAND, ROUTE 1



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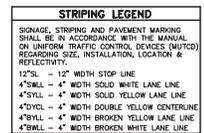
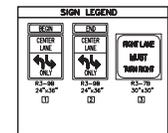
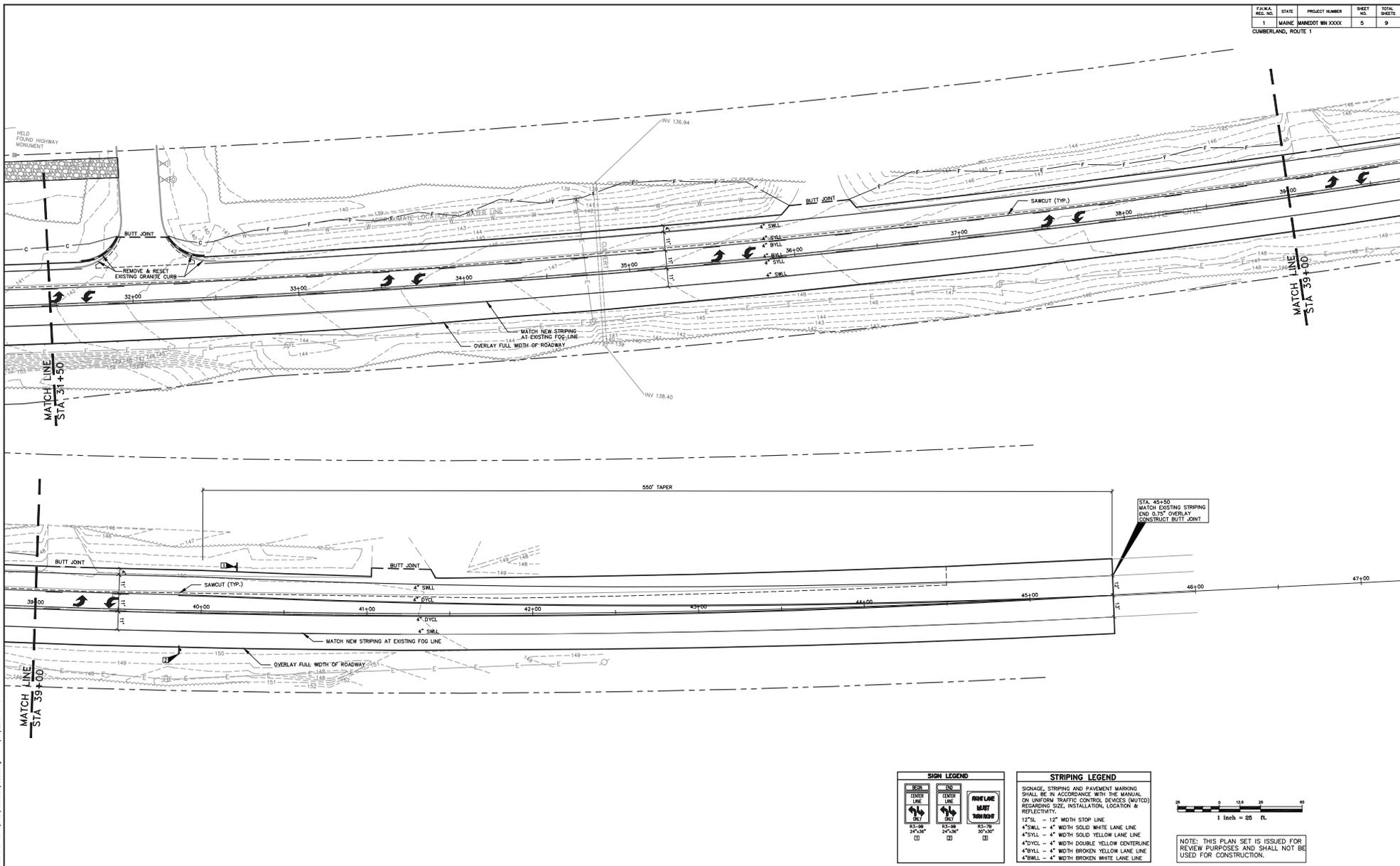
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Drawing Name:	Striping Plan
Project:	Route 1 Roadway Improvement Project Cumberland, Me
Client:	Town of Cumberland 290 Tuttle Road, Cumberland, Me 04021

Drawing No.	4
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CUMBERLAND, ROUTE 1



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Design: DJG Draft: LAN Date: APRIL 2016
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Project:	Route 1 Roadway Improvement Project Cumberland, Me
Client:	Town of Cumberland 290 Tuttle Road, Cumberland, Me 04021

Drawing No.
5