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April 3, 2018

William Shane, Town Manager  
Town of Cumberland  
290 Tuttle Road  
Cumberland, Maine 04021Re: Application for Amendment to Contract Zone Agreement  
Heritage Village Development Group, LLC (formerly Cumberland Foreside  
Village, LLC)

Dear Bill,

Our office represents Heritage Village Development Group, LLC, which as you know purchased land subject to the Contract Zone Agreement from Cumberland Foreside Village last year. Thank you for the opportunity to present this proposed amendment to the Agreement.

We understand that you will review this package for completeness and forward it to the Town Council for their initial review. We respectfully request to be included on the Town Council's April 9, 2018 agenda.

The proposed amendment would make the following changes to the existing Contract Zone Agreement, among other clarifying edits:

1. Section II.A., Light manufacturing and residential care facilities are expressly included as permitted uses (rather than relying on the underlying zoning district where they are already permitted uses).
2. Section II.D., the buffering requirements for indoor warehouse and storage facilities and whole distribution facilities do not apply to Lots 4, 5 and the portion of 8 west of Clipper Street.
3. Section III. A. 2, side yard setbacks for interior commercial lots have been reduced from 20 to 15 feet.
4. Section III.A. 2., the 10 foot driveway setback is removed for driveways shared by 2 or more lots.

5. Section III.A.4, the side yard setback is reduced from 25 to 15 feet for indoor warehouse and storage and wholesale distribution facilities.
6. Section III.A.4, the rear yard setback is reduced from 25 feet to 20 feet for indoor warehouse and storage and wholesale distribution facilities.
7. Section III. B., the frontage requirement for interior lots is reduced from 150 feet to 75 feet.
8. Section III.C., the requirements for interior roads, other than driveways and alleyways, serving commercial lots have been clarified to require an enclosed storm drainage system and must be constructed in accordance with the geometric design standards for commercial subdivisions found in Chapter 250 of the Cumberland Code.
9. Section III.J., the minimum lot size for commercial lots has been reduced from 60,000 square feet to 35,000 square feet.
10. Section III.M. has added with the following requirements for assisted living facilities and residential care facilities: minimum lot size of two acres; site coverage of 30%; open space of 25%, and maximum building height of 50 feet.
11. Exhibit A, Contract Zone Illustrative Plan, has been amended to show the former Lot 9 as two lots, among other clarifying edits.
12. Exhibit A-1, Legal Description, has been clarified to include Lots 9A and 9B as previously intended.
13. Exhibit B, Estimated Schedule of Completion, has been updated.
14. Exhibit C, Design Guidelines, has been amended as follows:
  - Under Specific Design, first guideline, the following text has been removed: "The use of split-face concrete block should be used in limited quantities."
  - Under Specific Design, third guideline, the text "should be avoided" has been replaced by "not allowed."
  - Under Specific Design, sixth guideline, in line two, the minimum roof pitch has been changed from "8 in 12" to "6 in 12."
  - Under Specific Design, ninth guideline, the following text has been added to the end of the sentence "shielded from view from the street."
  - Under Specific Design, fourteenth guideline, the word "paved" has been removed in reference to the path along Route 1 since the path is no longer required to be paved per previous amendments.

Finally, reference to the approved (and amended) subdivision plan for the property has been deleted to avoid confusion with the Contract Zone Illustrative Plan.

Enclosed with this letter please find the following:

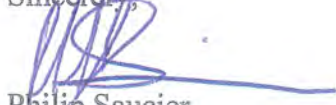
1. A draft amendment to the Contract Zone Agreement, including Exhibits A-E.
2. A check in the amount of \$2,000.00 for the deposit and application fee.

April 3, 2018

Page 3

We look forward to working with you and will provide any additional information you need for your review.

Sincerely,



Philip Saucier

Enclosures

cc: Peter Kennedy, Sole Member, Heritage Village Development Group, LLC  
Stephen Mohr, Mohr & Seredin  
Philip Gleason  
Alyssa Tibbetts, Jensen Baird



**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 CB**; 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

\* Storage  
facilities



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

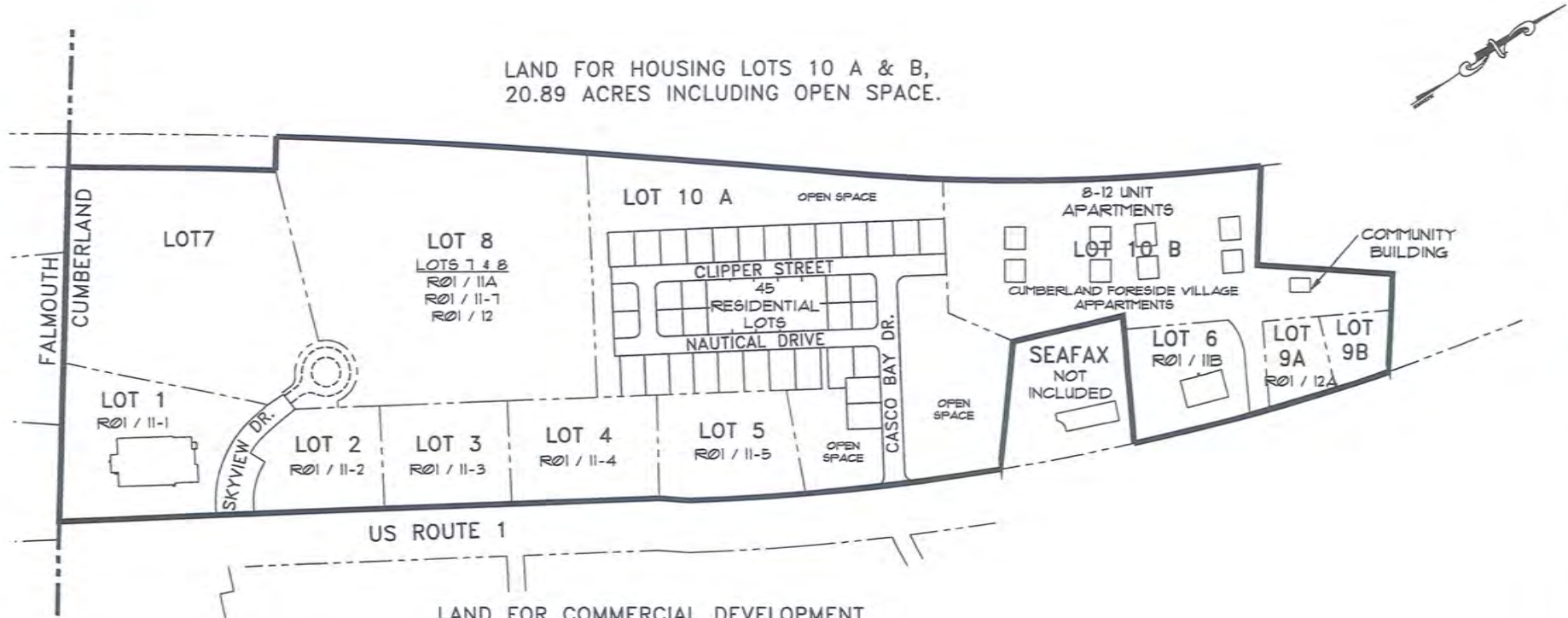
State of Maine  
County of Cumberland, ss. \_\_\_\_\_  
~~2017~~ 2018

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 LOTS 10 A & B,  
20.89 ACRES INCLUDING OPEN SPACE.



US ROUTE 1

LAND FOR COMMERCIAL DEVELOPMENT  
44.95 ± ACRES (LOTS 1-9)

GRAPHIC SCALE



( IN FEET )

1 inch = 300 ft.

ENTIRE CONTRACT ZONE INCLUDES LOTS 1-9: 74.87 ACRES.  
CONTRACT ZONE DOES NOT INCLUDE THE "SEAFAX" LOT:  
2.99 ACRES

CONTRACT ZONE ILLUSTRATIVE PLAN  
THIS IS NOT A SUBDIVISION PLAN

## EXHIBIT A – CONTRACT ZONE 5TH AMENDMENT

6	4/2/18	SPLIT LOT 9
5	3/27/18	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

MOHR & SEREDIN  
Landscape Architects, Inc.  
18 Pleasant Street, Portland, Maine 04101  
ph: 1.207.871.0003 fax: 1.207.871.1419

HERITAGE VILLAGE DEVELOPMENT GROUP, LLC  
CUMBERLAND FORESIDE VILLAGE  
US ROUTE ONE, CUMBERLAND

SCALE: AS SHOWN DATE: MAR. 27, 2018 CHECK BY: SBMPROJECT: 111-NC





390 U.S. Route 1, Unit 10 • Falmouth, ME 04105 • 207-774-0424 • FAX: 774-0511 • www.owenhaskell.com

Description  
of  
Amended Contract Zone 3-21-2018

A certain lot or parcel of land situated on the westerly side of U.S. Route One in the Town of Cumberland, County of Cumberland, and State of Maine bounded and described as follows:

Beginning at the intersection of the westerly sideline of said U.S. Route One and the Cumberland/Falmouth town line;

Thence, N-55°-09'-09"-W along said town line 1034.93 feet to the Easterly sideline of I-295;

Thence, Northerly by the following courses and distances along the Easterly sideline of Said I-295:

Thence, Northerly along a curve to the right having a radius of 22,668.32 feet an arc length of 595.32 feet

Thence, N-54°-46'-38"-E 100.00 feet;

Thence Northerly along a curve to the right having a radius of 22,768.32 feet an arc length of 992.02 feet;

Thence N-37°-43'-09"-E 661.39 feet;

Thence Northerly along a curve to the left having a radius of 6073.58 feet an arc length of 1206.99 feet;

Thence S-55°-06'-49"-E along land of Eleanor A. Randall 278.96 feet;

Thence N-36°-43'-05"-E along land of said Randall 396.71 feet;

Thence S-54°-17'-11"-E along land of said Randall 274.45 feet to Said U.S. Route One;

Thence Southerly along said U.S. Route One and along a curve to the right having a radius of 7092.03 feet an arc length of 774.63 feet;

Thence N-62°-15'-59"-W along land now or formally of BBW Real Estate LLC 367.24 feet;

Thence S-19°-34'-32"-W along land of said BBW Real Estate LLC 327.21 feet to land of the Town of Cumberland;

Thence S-51°-07'-38"-E along the common line between the land of said BBW Real Estate LLC and said Town of Cumberland 368.93 feet to said U.S. Route One;

Thence Southerly along a curve to the right having a radius of 7902.03 feet and along said U.S. Route One and arc length of 909.60 feet;

Thence S-36°-58'-14"-W along said U.S. Route One 86.37 feet;

Thence S-30°-44'-43"-W along said U.S. Route One 1737.04 feet to the point of beginning; all bearings are magnetic.



## EXHIBIT B

### 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:**

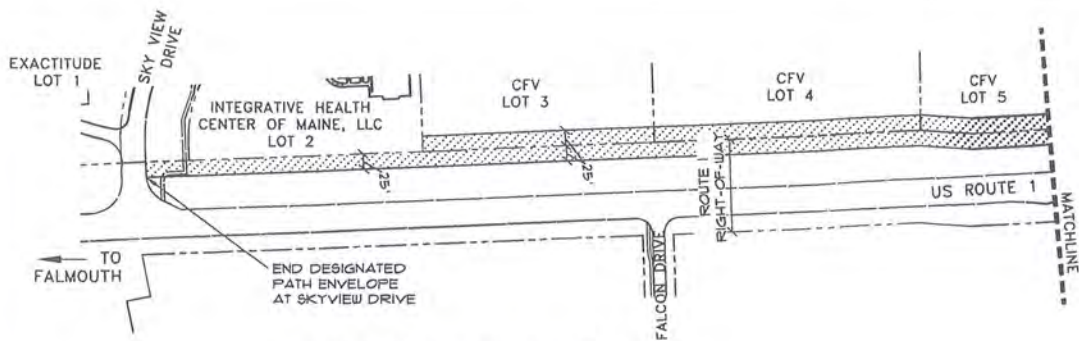
- The design for the buildings at Cumberland Foreside (CFV)/Heritage Village (HV) are to be encouraged to draw upon elements found in traditional New England vernacular architecture.
- All buildings proposed for CFV/HV should be designed by an architect registered in the State of Maine; buildings designed 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.

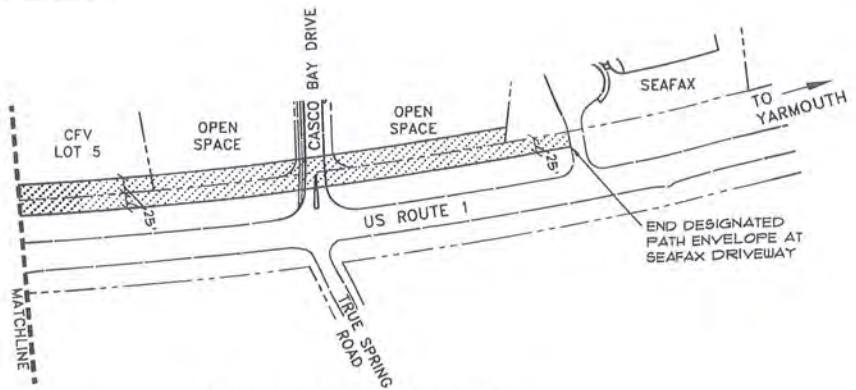


**DESIGNATED PATH ENVELOPE  
SKYVIEW DRIVE TO LOT 5**

**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 = 100 ft.



# ROUTE 1 ROADWAY IMPROVEMENTS CUMBERLAND, MAINE – CUMBERLAND COUNTY

APRIL 2016

DATE	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
11/14/2016	MAINE	MAINE HIGHWAY 101 K200	1	8

CONVENTIONAL SYMBOLS			
EXISTING	PROPOSED	EXISTING	PROPOSED
□ Iron pin found		— Stockade fence	
□ Monument found		— Chain link fence	
— Utility pole		□ Catch basin	■
— Construction Baseline	— 10+00	— Water Shutoff	
— Edge of pavement		— Sewer manhole	●
— Right of way line		— Drain manhole	●
— Overhead electric		— Fire hydrant	
— 12" water		— Tree	
— Storm drain	—	— Guy wire	
— Underdrain	—	— Sign	
— Existing contour		□ Building	

NOTE:  
CORRILL PALMER WILL BE CONDUCTING THE FIELD OBSERVATION/  
ENGINEERING DURING CONSTRUCTION. DOUGLAS REYNOLDS, P.E. WILL  
BE THE ENGINEER RESPONSIBLE FOR THE PROJECT.

NOTE:  
ALL WORK CONTEMPLATED UNDER THIS CONTRACT SHALL BE  
GOVERNED BY AND BE IN CONFORMITY WITH THE MAINE DOT  
STANDARD SPECIFICATIONS (REVISION OF NOVEMBER 2014), AND  
THE STANDARD DETAILS (REVISION OF NOVEMBER 2014) EXCEPT  
AS MODIFIED BY THE PLANS OR SPECIFICATION SPECIAL  
PROVISIONS AND ANY AND ALL CORRECTIONS, REVISIONS OR  
ADDITIONS ISSUED BY MAINE DOT.

NOTE:  
• MAINTENANCE OF TRAFFIC PER THE MANUAL ON UNIFORM  
TRAFFIC CONTROL DEVICES (MUTCD 2009 EDITION).  
• CONTRACTOR SHALL USE THE B.M.P. (BEST MANAGEMENT  
PRACTICES FOR EROSION AND SEDIMENT CONTROL) AS A  
MINIMUM STANDARD.



## INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES & TYPICAL SECTIONS
3-9	STRIPING PLANS
10-31	CROSS SECTIONS

CLIENT:  
TOWN OF CUMBERLAND  
290 TUTTLE ROAD  
CUMBERLAND, ME 04021

90% PLANS  
11/15/16

NOTE: THIS PLAN SET IS ISSUED FOR  
REVIEW PURPOSES AND SHALL NOT BE  
USED FOR CONSTRUCTION.

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Rev.	Date	Revision

Design: BGP, Shelly LUN, Date: APRIL 2016  
Checked: BGP, Shelly LUN, Date: APRIL 2016  
File Name: 11-15-16-11-15-16.dwg  
This plan shall not be modified without  
written permission from Corril Palmer (CP).  
Any alterations, authorized or otherwise,  
shall be at the user's sole risk and without  
liability to CP.



Relationships, Responsiveness, Results.  
www.corrillpalmer.com  
207.777.2515

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

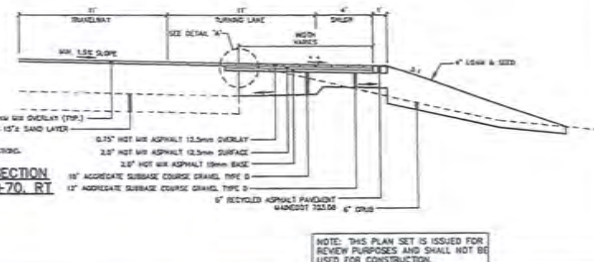
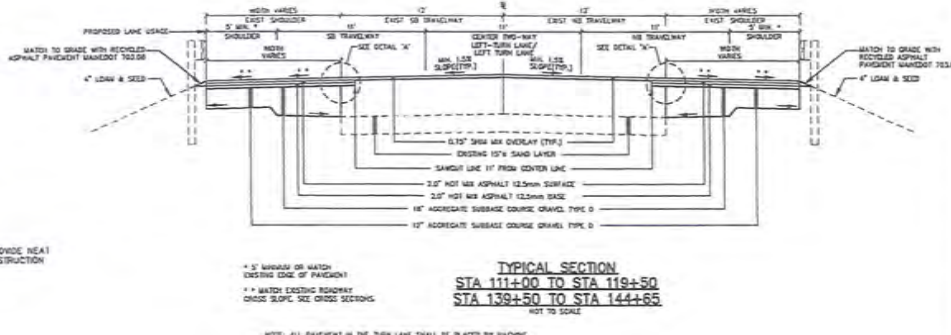
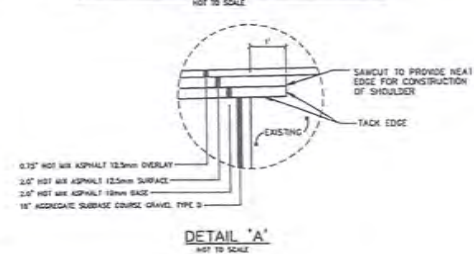
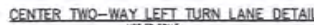
Drawing No.	1
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EXHIBIT E - ROUTE 1 CENTER TURN LANE



GENERAL NOTES

- [illegible]



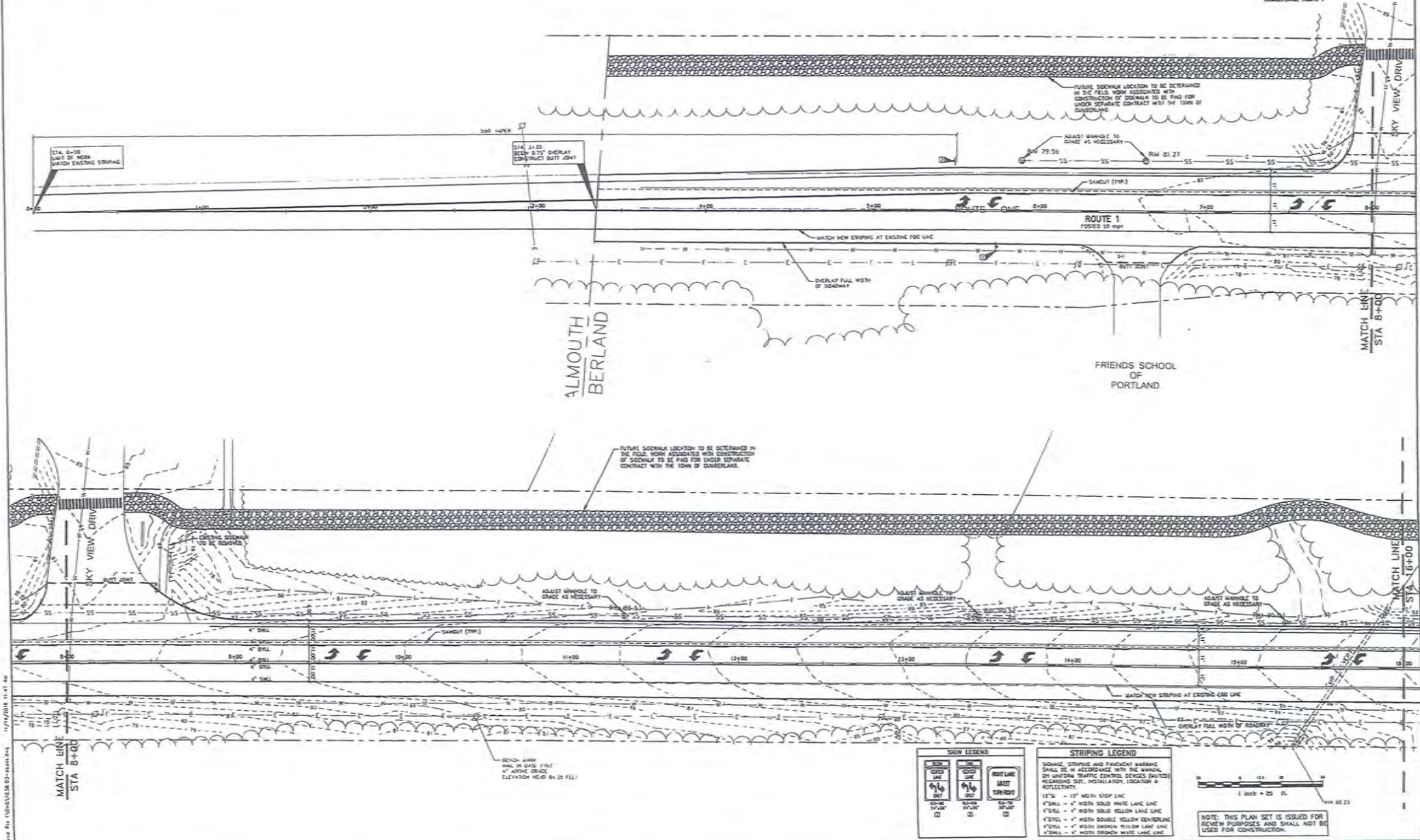
**GORRILL  
PALMER**

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www.gorillapalmer.com  
707.772.2515

Drawing Name: <b>General Notes &amp; Typical Sections</b> Project: <b>Route 1 Roadway Improvement Project</b> Cumberland, Me Client: <b>Town of Cumberland</b> 290 Tuttle Road, Cumberland, Me 04021	Drawing No: <b>2</b>
--	----------------------



DATE	BY	PROJECT NUMBER	SHEET	TOTAL SHEETS
1	MAD	MAINTENANCE ON ROAD	3	8



Rev	Date	Revision

CLIENT REVIEW	11-15-16	DER
CLIENT REVIEW	4-28-16	DER
Issued For	Date	By

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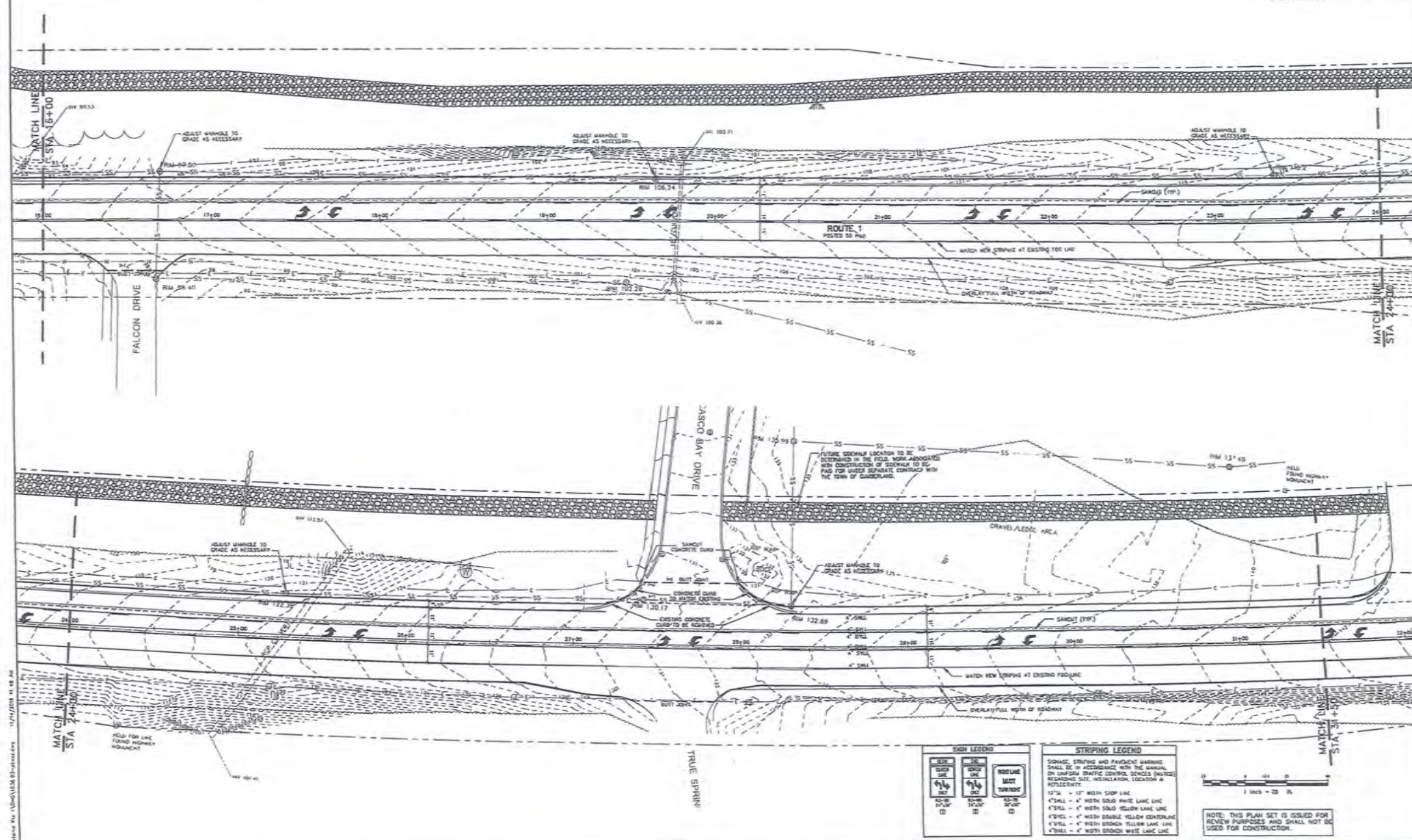
207.772.2515

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

Drawing No.  
**3**



DATE	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1	MAINE	MAINE STATE HIGHWAY 1	5	5



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**SIGN LEGEND**

ROAD LINE	ROAD LINE
ROAD LINE	ROAD LINE
ROAD LINE	ROAD LINE

**STRIPING LEGEND**

STRIPING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) REGARDING SIZE, INSTALLATION, LOCATION & RETROREFLECTIVITY.

10" W = 10" WHITE STRIP LINE  
 4" SLL = 4" WHITE SOLID YELLOW LANE LINE  
 4" SLL = 4" WHITE SOLID YELLOW LANE LINE  
 4" SLL = 4" WHITE SOLID YELLOW LANE LINE  
 4" SLL = 4" WHITE SOLID YELLOW LANE LINE  
 4" SLL = 4" WHITE SOLID YELLOW LANE LINE

**SCALE**

1" = 20' HORIZONTAL  
 1" = 2' VERTICAL

NOTE: THIS PLAN SET IS ISSUED FOR REVIEW PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.

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**DRIVER** GORRILL PALMER  
**DESIGNED BY** GORRILL PALMER  
**DATE** 11-15-18  
**SCALE** 1" = 20'  
**FILE NAME** 180418-01-01.dwg

**GORRILL PALMER**

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 207.772.2515

**PROJECT** Route 1 Roadway Improvement Project  
**CLIENT** Town of Cumberland  
 230 Tuttle Road, Cumberland, ME 04021

Drawing No. **4**

4 of 5





**MEETING NOTES**  
**Heritage Village Development Group, LLC**  
**Contract Zone Agreement Amendment**  
**Neighborhood Meeting**  
**Tuesday, May 24, 2018**  
**6:00 p.m.**

Stephen Mohr of Mohr & Seredin Landscape Architects gave an overview of the proposed Contract Zone Agreement amendments and the timeline from 2002 to present (presentation slides attached).

Questions from neighborhood (attendee list attached):

- **Will there be a buffer zone between the development area and Route One?**

Yes. The buffer is 35-feet from the right-of-way line into the lots. This is a requirement.

- **What is the definition of light manufacturing?**

Per the Zoning Ordinance, the definition of light manufacturing is:

An establishment which is engaged in the mechanical transformation of materials into new products, including the assembling of component parts, and which has the following characteristics:

A. Does not create any offensive smoke, dust, odor, or other unhealthy or offensive airborne discharge;

B. Does not create any offensive noise or vibration;

C. Does not include any outdoor storage of equipment or material; and

D. Is designed so that the external appearance of any building is compatible with the neighborhood in which it is located.

This shall not include retail marijuana establishments.

- **Will there be any more curb cuts across the buffer along Route One?**

There will possibly be 2 additional curb cuts on Lot 5 and 1 between lots 3 and 4.

- **Will there be more evergreens planted in the buffer as opposed to trees that will lose their leaves?**

This will be considered.

- **What is proposed for the remaining commercial lots?**

One is storage and one indoor storage and repair of mechanical equipment that is brought in, repaired and taken back out. Both are approximately 10,000 sf buildings and these are the only two that are fairly certain, but there is not a definitive plan of the buildout of the lot yet.

- **Will the 75-foot buffer on Nautical Drive be eliminated?**

Right now that buffer is 50-feet and there is approximately 15-feet of elevation difference between the back of the homes and the edge of the 50-foot buffer, which will stay intact.

- **What is the plan for parking lot, fencing and lighting on the Belted Cow lot?**

Employee parking will be in the back and all the parking and lighting will be below the residential houses. 16 to 20 foot light poles will light the back parking lot. No fencing is proposed as of now.



- **Has Belted Cow received approval from the Town yet? How can this be considered a done deal if they have not?**  
They will meet with Town staff next week and submitting to DEP and the Town soon.  
Their use is allowed under the zoning and the contract zone.
- **How many 10,000 sf buildings can fit on Lot 8?**  
Based on early studies, 6 buildings at 10,000 sf each is likely.
- **What will the estimated value of the buildings on the commercial lots be?**  
A guess is \$750,000 to \$1 million dollars (according to Mr. Greer).
- **How will the Route One guidelines be adhered to?**  
There are development guidelines that have to be followed.
- **Could the development guidelines be incorporated into the Route One guidelines?**  
Mr. Mohr said that he would have to review them and compare them.
- **It was requested that a park or open space considered for the residents.**
- **Will the lighting be down lit?**  
Yes. LED downlight fixtures will be used.
- **Will the commercial development affect the values of the residential homes?**  
Mr. Greer said that in his opinion, the houses in that neighborhood are likely to see increases in value and the commercial parcels along Route One will have very little impact on this because of how the neighborhood was built.
- **Can the loading dock side of the warehouses not be on the side that faces the neighborhood so the homeowners are not looking at a loading dock daily?**  
All the loading docks are on the south side of the buildings, away from the residential homes.
- **It was requested that no 50-foot buildings be allowed. The tree buffers will not be full grown for many years and the homes along the property line will have to look at those buildings.**
- **What is the elevation difference between the top of Nautical Drive and the top of the berm?**  
The top of the berm will be at 170 feet and the top of Nautical Drive will be 182 feet.  
Right now it is probably 8 – 10 feet lower.
- **The walking trail is 8 tenths of a mile. With the additional curb cuts, how can pedestrian safety be enhanced?**  
The crosswalks will be stripped and maintained. There will be very few cars coming and going from Lot 5.
- **Will Nautical Drive or Clipper Street be extended or connected to the commercial area?**  
No, it absolutely will not.
- **There were concerns regarding blasting. Some homeowners already have cracked foundations.**  
Mr. Greer said that pre-blast surveys are required.

Meeting concluded at 7:42 p.m. and attendees were given the opportunity to discuss concerns with Mr. Greer, Mr. Mohr or the Town Councilor's present.

Respectfully submitted by,

Brenda Moore  
Council Secretary



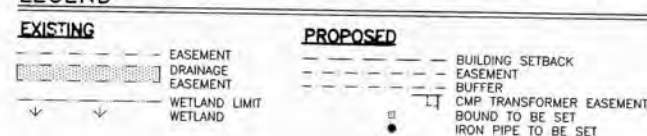
## EASEMENT TABLE

LINE	LENGTH	BEARING
E-1	49.98	N84°10'10"E
E-2	27.06	S59°15'17"W
E-3	50.00	S30°44'43"W
E-4	37.57	S84°10'10"W
E-5	33.91	S84°10'10"W
E-6	32.03	S30°44'43"W
E-7	60.00	N37°43'09"E
E-8	60.00	S80°06'31"W
E-9	60.00	N58°40'48"W
E-10	40.00	N48°11'29"W
E-11	32.00	N68°03'52"W
E-12	30.00	N48°12'26"E
E-13	37.86	N44°53'07"E

## LOT LINE TABLE

LINE	LENGTH	BEARING
L-1	30.00	N65°14'51"E
L-2	27.06	S59°15'17"W
L-3	27.06	S59°15'17"W
L-4	27.06	S59°15'17"W

## LEGEND



INTERSTATE 295 NORTH

LOT DETAILS  
SCALE 1"=60'

LOCATION PLAN

N.T.S.

TM RO1 p/o LOT 11-7  
LOT 107  
25.67 AcresIntergrative  
Health  
Center of MEFuture  
Belted  
CowCumberland  
Foreside Village  
Apartments  
(98)

Pack Edge

Seafax

Chase  
BuildingFuture  
Ledgewood  
Building

## PLAN REFERENCE

BOUNDARY INFORMATION TAKEN FROM "BOUNDARY PLAN, CUMBERLAND FORESIDE VILLAGE, U.S. ROUTE ONE, CUMBERLAND MAINE, MADE FOR CUMBERLAND FORESIDE VILLAGE, LLC 50 GRAY ROAD, FALMOUTH, MAINE" BY OWEN HASKELL, INC., 16 CASCO STREET, PORTLAND, ME 04101, JUNE 07, 2006, REV. 3 01-08-07.

## ZONE INFORMATION

CUMBERLAND: CONTRACT ZONE

SPACE STANDARDS:	CONTRACT ZONE RESIDENTIAL	CONTRACT ZONE COMMERCIAL	CONTRACT ZONE ASSISTED LIVING	CONTRACT ZONE WAREHOUSE	CONTRACT ZONE MULTI FAMILY
MINIMUM LOT SIZE:	5,000 S.F.	150 FEET	150 FEET	150 FEET	50 FEET
MINIMUM FRONTAGE:	50 FEET	25 FEET	50 FEET	25 FEET	50 FEET
MINIMUM FRONT SETBACK:	15 FEET	25 FEET	50 FEET	25 FEET	50 FEET
MINIMUM SIDE SETBACK:	9 FEET	20 FEET	50 FEET	25 FEET	30 FEET
MINIMUM REAR SETBACK:	15 FEET	40 FEET	50 FEET	25 FEET	50 FEET
DRIVEWAY SETBACK:	5 FEET	10 FEET			5 FEET

NOTE:

REFER TO AMENDED AND RESTATED CONTRACT ZONING AGREEMENT BY AND BETWEEN THE TOWN OF CUMBERLAND AND CUMBERLAND FORESIDE VILLAGE, LLC TO BE RECORDED FOR FURTHER INFORMATION.

IF AN ASSISTED LIVING FACILITY, DUPLEX OR MULTIFLEX 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 MULTIFLEX DWELLINGS AND LOCATED ON THE SAME LOT AS THE MULTIFLEX 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.

4TH AMENDED SUBDIVISION  
CONDITIONS OF APPROVAL

- BETTER DEMARCATION OF DRAINAGE EASEMENTS INCLUDING THE 30' EASEMENT BEHIND LOTS 33-41, THE 15' EASEMENT BETWEEN THE DOUBLE ROW OF HOUSES AND THE ORIGINAL EASEMENT NEAR ROUTE 1 ARE NEEDED ON THE PLAN.
- IDENTIFICATION OF THE FENCING IS NEEDED ON THE PLAN.

## WAIVERS GRANTED

- SCALE OF SUBDIVISION PLAN

## NOTES

- OWNERS OF RECORD:  
CUMBERLAND FORESIDE VILLAGE, LLC, 50 GRAY ROAD, FALMOUTH, MAINE  
BOOK 23549, PAGE 231  
BOOK 23628, PAGE 23  
BOOK 29433, PAGE 72  
BOOK 31615, PAGE 105  
BOOK 32477, PAGE 266  
BOOK 32827, PAGE 24
- MARKERS TO BE SET AT ALL CORNERS.
- THE APPROVAL OF THIS PLAN BY THE PLANNING BOARD DOES NOT CONSTITUTE ACCEPTANCE BY THE TOWN OF ANY STREET, EASEMENT, OPEN SPACE AREA, PARK, PLAYGROUND, OR OTHER RECREATION AREA THEREON.
- PROJECT HAS AN APPROVED DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT. PERMIT NO. L-21578-39-L-A.
- PROJECT HAS AN APPROVED MAINE DEPARTMENT OF TRANSPORTATION PERMIT. PERMIT ID NO. 01-00070-A-M.

## CERTIFICATION

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

JAN. 26, 2017

DATE

JOHN W. SWAN, PLS. NO. 1038



State of Maine, Cumberland SS.  
Registry of Deeds  
Received March 23, 2017  
at 10 m P M and recorded in  
Plan Book 217 Page 85  
Attest: Raymond J. [Signature] Registrar

THIS PLAN AMENDS THE PREVIOUSLY APPROVED THIRD AMENDED FINAL SUBDIVISION PLAN RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 216, PAGE 335, AUGUST 18, 2016

FOURTH AMENDED  
SUBDIVISION PLAN  
CUMBERLAND FORESIDE VILLAGE  
U.S. ROUTE ONE, CUMBERLAND, MAINE  
MADE FOR OWNER OF RECORD  
CUMBERLAND FORESIDE VILLAGE, LLC  
50 GRAY ROAD, FALMOUTH, MAINE

OWEN HASKELL, INC.  
390 U.S. ROUTE ONE, FALMOUTH, ME 04105 (207) 774-0424  
PROFESSIONAL LAND SURVEYORS

Drawn By	RWC	Date	JANUARY 26, 2017	Job No.	2001-219 C
Trace By	RWC	Scale	1" = 120'	Drwg. No.	1-SD
Check By	JWS				
Book No.	FILE				

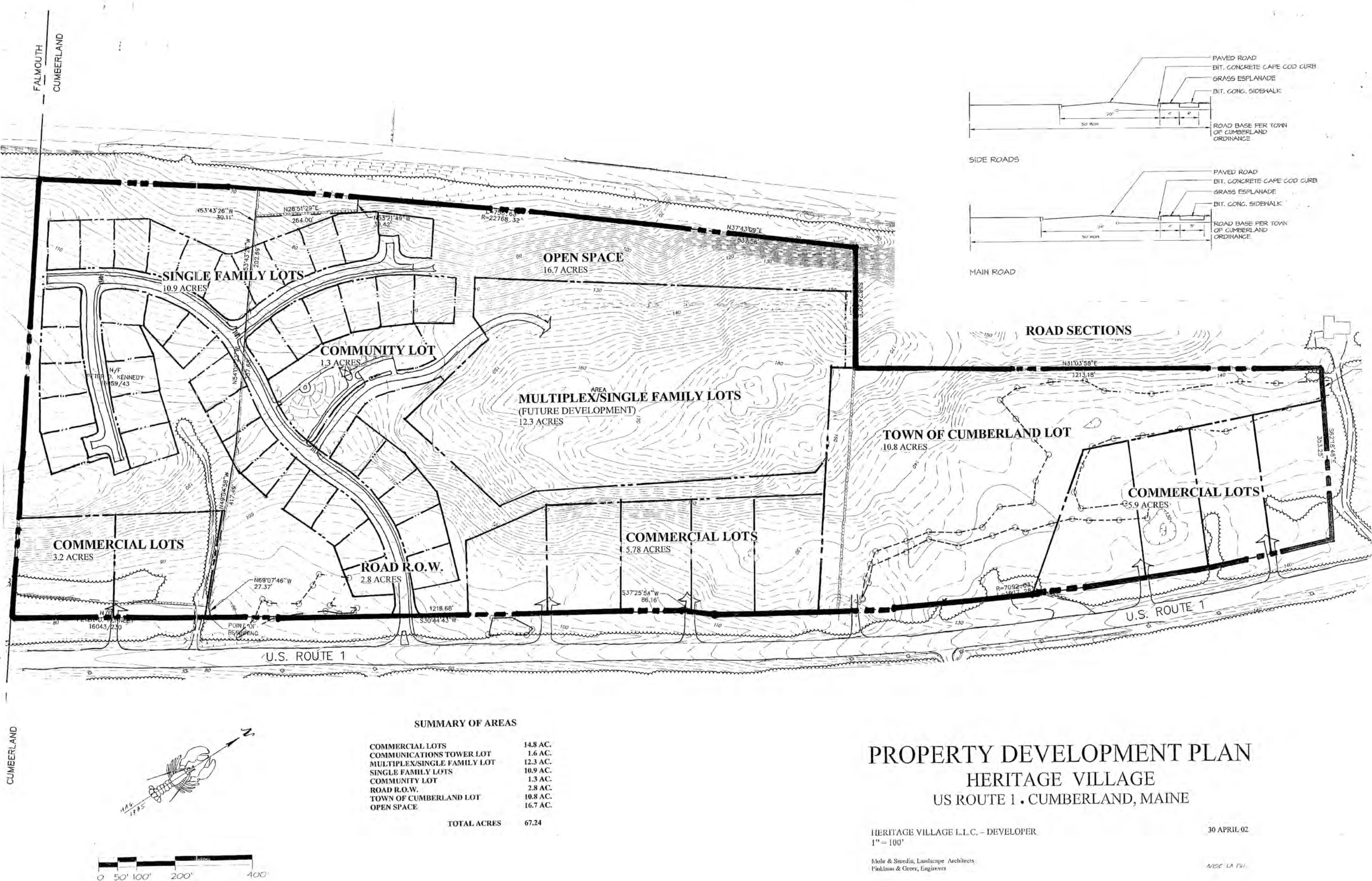
AMENDED SUBDIVISION PLAN, APPROVED BY  
THE TOWN OF CUMBERLAND PLANNING BOARD

Theresa Halmon-Kelly  
John C. Bennett  
[Signature]  
3/21/17  
DATE

SCALE: 1" = 120'







**A. April 30, 2002**

**Original Contract Zone Plan for Heritage Village**  
**Recorded 9-30-2002**  
**Between Town and Peter Kennedy**

**11 Commercial Lots on 14.8 Acres**  
**42 age restricted single family homes**  
**38 Condominiums / or single family homes**  
**10.2 Acre lot deeded to town**



LOT LINE TABLE			EASEMENT TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L-1	78.00	N67°04'14"E	E-1	48.58	N84°10'10"E
L-2	50.00	N69°14'31"E	E-2	27.06	S89°15'17"E
L-3	27.58	S59°15'17"E	E-3	30.00	S30°44'43"E
L-4	27.58	S59°15'17"E	E-4	27.57	S84°10'10"E
L-5	27.58	S59°15'17"E	E-5	33.81	N84°10'10"E

# LEGEND

EXISTING

EASEMENT  
WETLAND LIMIT  
WETLAND

PROPOSED

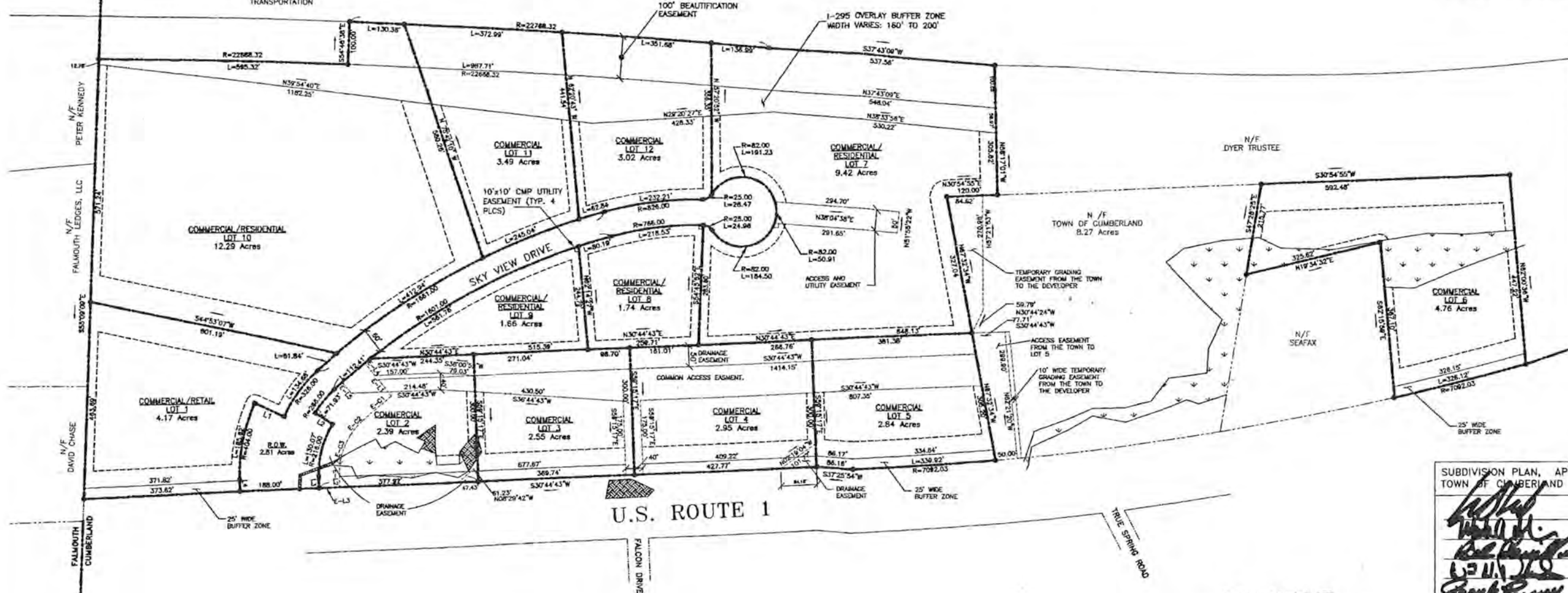
BUILDING SETBACK  
EASEMENT  
CMP TRANSFORMER EASEMENT  
BOUND TO BE SET  
IRON PIPE TO BE SET

LOCATION PLAN

N.T.S.

INTERSTATE 295 NORTH

N/F  
STATE OF MAINE  
DEPARTMENT OF  
TRANSPORTATION



## PLAN REFERENCE

BOUNDARY INFORMATION TAKEN FROM "BOUNDARY PLAN, CUMBERLAND FORESIDE VILLAGE, U.S. ROUTE ONE, CUMBERLAND MAINE, MADE FOR CUMBERLAND FORESIDE VILLAGE, LLC 50 GRAY ROAD, FALMOUTH, MAINE" BY OWEN HASKELL, INC., 18 CASCO STREET, PORTLAND, ME 04101, JUNE 07, 2006, REV. 3 01-08-07.

## ZONE INFORMATION

CUMBERLAND: OFFICE COMMERCIAL WITH CONTRACT ZONE

SPACE STANDARDS:	OFFICE COMMERCIAL CONTRACT ZONE	CONTRACT ZONE COMMERCIAL	CONTRACT ZONE ASSISTED LIVING	CONTRACT ZONE WAREHOUSE
MINIMUM LOT SIZE:	1 ACRE	10,000 S.F.	150 FEET	150 FEET
AGE RESTRICTED:	150 FEET	75 FEET	150 FEET	150 FEET
MINIMUM FRONT SETBACK:	25 FEET	25 FEET	50 FEET	25 FEET
MINIMUM SIDE SETBACK:	20 FEET	10 FEET	30 FEET	25 FEET
MINIMUM REAR SETBACK:	65 FEET	20 FEET	40 FEET	25 FEET
FOUNDATIONS OF PRINCIPAL STRUCTURES:	25 FEET	25 FEET	25 FEET	25 FEET

NOTES:  
1. IF WAREHOUSE FACILITIES ARE ADJACENT TO RESIDENTIAL PROPERTY, THE ABOVE MINIMUM SETBACKS SHALL BE INCREASED TO 60 FEET.  
2. SETBACKS SHOWN ON LOTS 7, 8, 9, & 10 ARE FOR THE COMMERCIAL ZONE. SEE CHART FOR SETBACKS FOR DIFFERENT DEVELOPMENT.

## NOTE

SEE SHEET C12 FINAL SUBDIVISION PLAN SHEET 2 FOR SPECIFIC CONDITIONS OF APPROVAL AND SUBDIVISION REQUIREMENTS.

## CERTIFICATION

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.



SUBDIVISION PLAN, APPROVED BY THE TOWN OF CUMBERLAND PLANNING BOARD

5/19/07  
5/19/07  
5/19/07  
5/19/07  
5-9-07

DATE

REV. 11/07-12/07 REVISED PER CONDITIONS OF APPROVAL

## FINAL SUBDIVISION PLAN

CUMBERLAND FORESIDE VILLAGE

U.S. ROUTE ONE, CUMBERLAND, MAINE

MADE FOR: OWNER OF RECORD

CUMBERLAND FORESIDE VILLAGE, LLC

50 GRAY RD, FALMOUTH, MAINE

OWEN HASKELL, INC.

18 CASCO ST., PORTLAND, ME 04101 (207) 774-0484

PROFESSIONAL LAND SURVEYORS

Drawn By: RWC Date: FEBRUARY 20, 2007 Job No. 2001-219 C

Trace By: RWC Scale: 1" = 120' Drawn No. 1-SD

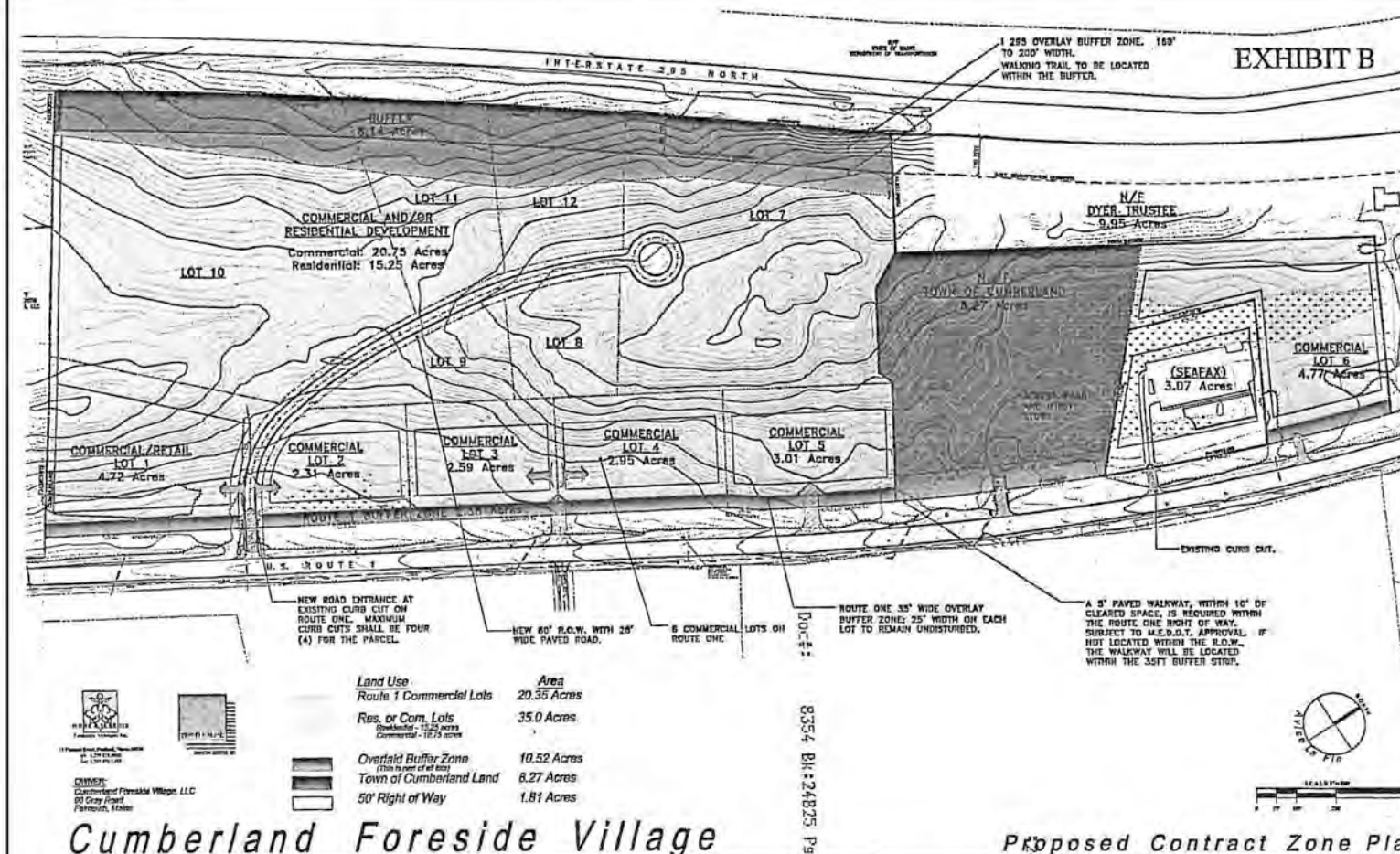
Check By: JWS

Book No. FILE



## B. Amended and Restated Agreement January 31, 2007 Between Town and Cumberland Foreside Village, LLC

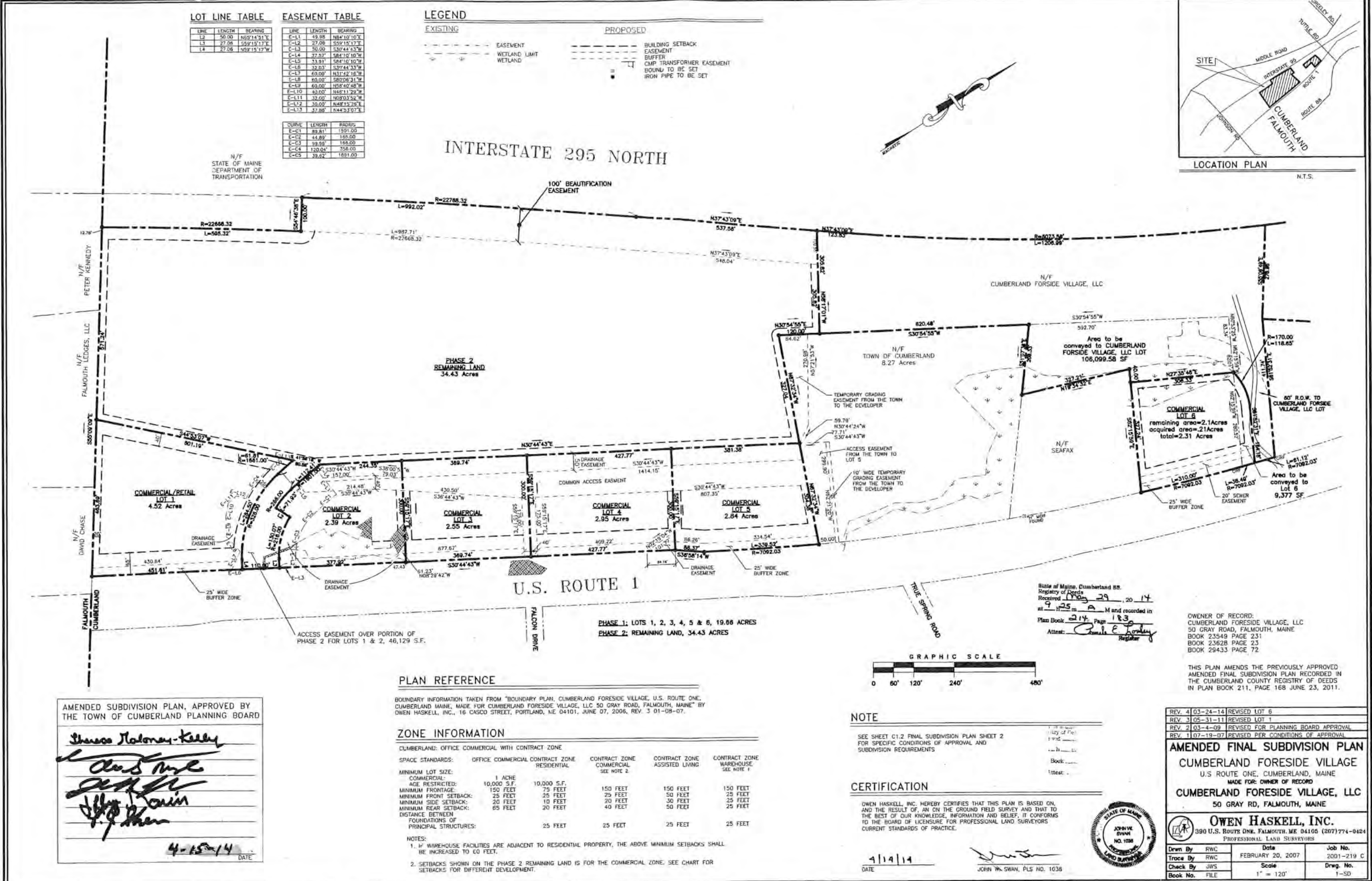
- Minimum Commercial lot size of 60,000 sf
- Tradesmans offices allowed
- Up to 134 Residential Units allowed
- Lots 7-12 Indoor storage and warehouses with minimum 60' setback from residential properties permitted
- Lot 1 retail allowed
- Site preparation activities allowed
- Subdivision approval for 12 commercial lots
- Town deeded lot of 8.27 Acres



Cumberland Foreside Village

Proposed Contract Zone Plan

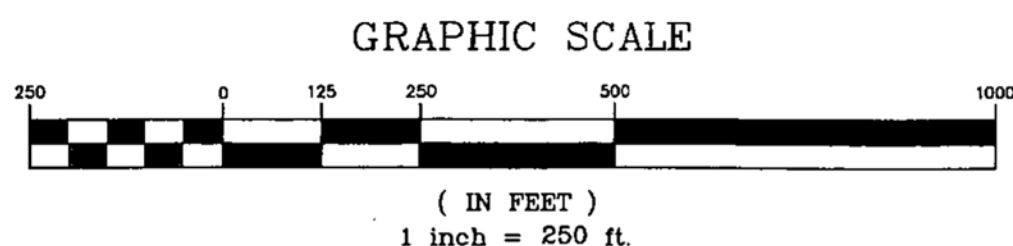
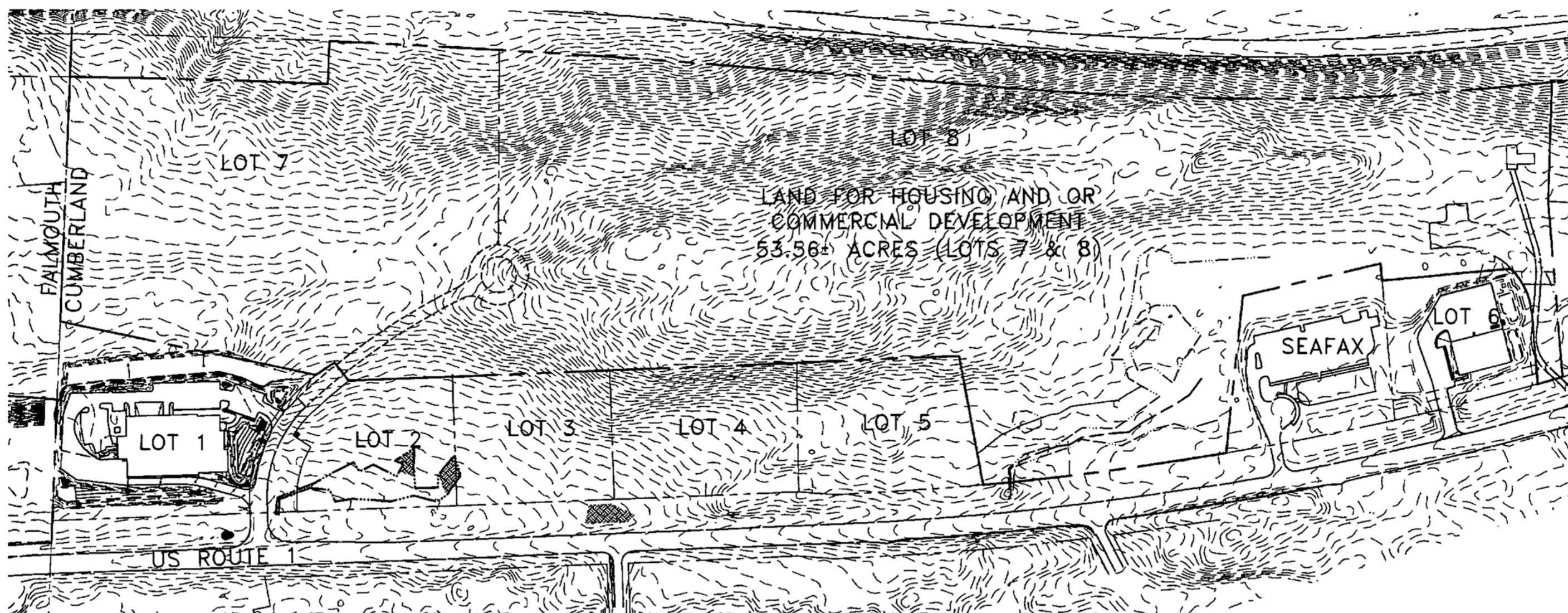




# C. First Amendment to Amended and Restated Contract Zoning Agreement Recorded October 23, 2014

- Revise lot line and R.O.W. on Lot 1
- Remove interior commercial lots and R.O.W. extension for Skyview Drive
- 5 year window set for infrastructure work with subsequent review by Town Council if not in place
- Dyer Lot on north added into Contract Zoning area





## EXHIBIT A

**PINKHAM & GREER**  
**CIVIL ENGINEERS**

28 VANNAH AVE. PORTLAND, ME. 04103

## CONTRACT ZONE AMENDMENT

CUMBERLAND FORESIDE VILLAGE, LLC  
CUMBERLAND HOUSING  
U.S. ROUTE ONE, CUMBERLAND

SCALE: AS SHOWN DATE: JAN. 5, 2015 CHK BY: TSG PROJECT: 14163

### D. 2015 Amended and Restated contract Zoning Agreement February 27, 2015

Adjoining lot to north added into CZA

Exhibits added to show Route 1 turn lane plans if required by development

Residential units can be detached, duplex or multiplex.

Maximum 50% of annual residential growth permits can be used for the project

Lot 7 only indoor warehouse, storage and wholesale distribution with minimum 75 foot buffer undisturbed or replanted adjacent to residential property

Minimum 6 commercial lots

Town parcel added into the Contract Zone Parcel

Minimum house lot sizes to be 5,000 sf.

EASEMENT TABLE	LOT LINE TABLE
LINE LENGTH BEARING	LINE LENGTH BEARING
C-1 49.98 N84°10'10"E	L1 50.00 N82°14'31"E
C-2 27.08 S30°15'11"E	L2 50.00 S89°15'17"E
C-3 50.00 S30°44'43"W	L3 27.08 S89°15'17"E
C-4 37.87 S84°10'10"W	L4 27.08 S89°15'17"E
C-5 33.81 S84°10'10"W	
C-6 32.03 S30°44'43"W	
C-7 69.00 N31°45'12"W	
C-8 69.00 S82°08'31"W	
C-9 69.00 N58°49'48"W	
C-10 69.00 N58°11'28"W	
C-11 32.00 N08°03'52"W	
C-12 30.00 N48°12'28"E	
C-13 37.86 N44°53'27"E	

LOT LINE TABLE
LINE LENGTH BEARING
L1 50.00 N82°14'31"E
L2 50.00 S89°15'17"E
L3 27.08 S89°15'17"E
L4 27.08 S89°15'17"E

## LEGEND

EXISTING

EASEMENT

WETLAND LIMIT

WETLAND

PROPOSED

BUILDING SETBACK

EASEMENT

WETLAND LIMIT

WETLAND

IRON PIPE TO BE SET

IRON PIPE TO BE SET

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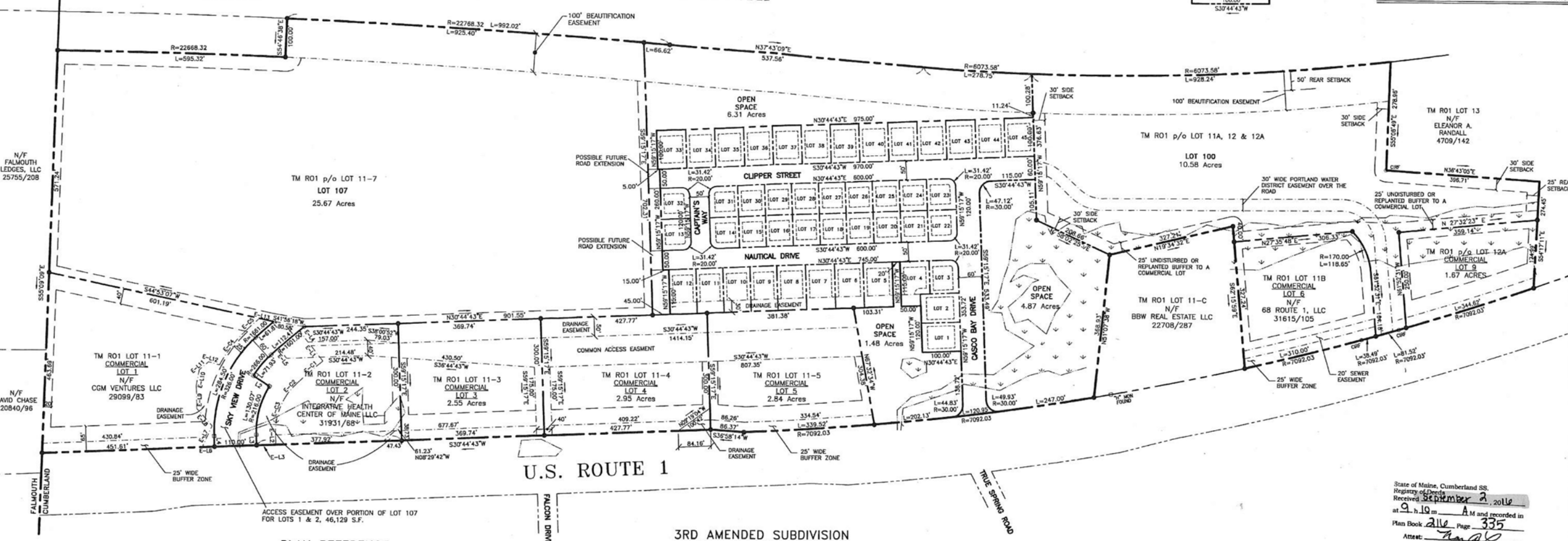
IRON PIPE TO BE SET

INTERSTATE 295 NORTH

LOT DETAILS  
SCALE 1"=60'

LOCATION PLAN

N.T.S.



AMENDED SUBDIVISION PLAN, APPROVED BY THE TOWN OF CUMBERLAND PLANNING BOARD

*John C. Bennett*  
*John C. Bennett*  
*Shirley Kelley*

8-16-16

SCALE: 1" = 120'

## PLAN REFERENCE

BOUNDARY INFORMATION TAKEN FROM "BOUNDARY PLAN, CUMBERLAND FORESIDE VILLAGE, U.S. ROUTE ONE, CUMBERLAND MAINE, MADE FOR CUMBERLAND FORESIDE VILLAGE, LLC 50 GRAY ROAD, FALMOUTH, MAINE" BY OWEN HASKELL, INC., 16 CASCO STREET, PORTLAND, ME 04108, JUNE 07, 2006, REV. 3-01-08-07.

## ZONE INFORMATION

CUMBERLAND: CONTRACT ZONE	CONTRACT ZONE	CONTRACT ZONE	CONTRACT ZONE	CONTRACT ZONE	CONTRACT ZONE
SPACE STANDARDS:	CONTRACT ZONE	CONTRACT ZONE	CONTRACT ZONE	CONTRACT ZONE	CONTRACT ZONE
MINIMUM LOT SIZE:	5,000 S.F.	150 FEET	150 FEET	150 FEET	50 FEET
MINIMUM FRONT SETBACK:	15 FEET	25 FEET	50 FEET	25 FEET	30 FEET
MINIMUM SIDE SETBACK:	9 FEET	20 FEET	30 FEET	25 FEET	50 FEET
MINIMUM REAR SETBACK:	15 FEET	40 FEET	50 FEET	25 FEET	50 FEET
DRIVEWAY SETBACK:	5 FEET	10 FEET			5 FEET

NOTE: REFER TO AMENDED AND RESTATED CONTRACT ZONING AGREEMENT BY AND BETWEEN THE TOWN OF CUMBERLAND AND CUMBERLAND FORESIDE VILLAGE, LLC TO BE RECORDED FOR FURTHER INFORMATION.

IF 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.

## 3RD AMENDED SUBDIVISION CONDITIONS OF APPROVAL

1. ALL FEES SHALL BE PAID PRIOR TO PRE-CONSTRUCTION CONFERENCE.
2. A PERFORMANCE GUARANTEE IN AN AMOUNT ACCEPTABLE TO THE TOWN MANAGER SHALL BE PROVIDED PRIOR TO THE PRE-CONSTRUCTION CONFERENCE.
3. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION.
4. ALL CLEARING LIMITS ARE TO BE STAKED AND INSPECTED BY THE TOWN ENGINEER PRIOR TO THE PRE-CONSTRUCTION CONFERENCE.
5. A BLASTING PERMIT, IF NEEDED, SHALL BE OBTAINED FROM THE TOWN CODE ENFORCEMENT OFFICER PRIOR TO BLASTING.
6. THE APPLICANT SHALL PROVIDE WRITTEN EVIDENCE OF APPROVAL FROM THE MAINE DEP PRIOR TO THE PRE-CONSTRUCTION CONFERENCE.
7. THE LANDSCAPE PLAN WILL BE MODIFIED TO SHOW ADDITIONAL OVERSEEN TREES. REVISED PLAN TO BE REVIEWED AND APPROVED BY THE TOWN PLANNER.
8. THE FINAL PLAN SUBMITTED FOR PLANNING BOARD SIGNATURES AND RECORDING WILL HAVE THE CORRECT CUMBERLAND ASSESSOR'S TAX MAP AND LOT NUMBERS.
9. A SIGN PERMIT APPLICATION SHALL BE SUBMITTED BY THE APPLICANT AND REVIEWED AND APPROVED BY THE TOWN PLANNER.
10. THE SCHEDULE OF VALUES SHALL BE ADJUSTED TO INCLUDE THE COST OF THE CONSTRUCTION OF THE WALKWAY ALONG ROUTE 1 WITHIN THE ROUTE 1 BUFFER STRIP. THIS AMOUNT SHALL BE INCLUDED IN THE PERFORMANCE GUARANTEE.

## 3RD AMENDED SUBDIVISION WAIVERS GRANTED

1. SCALE OF SUBDIVISION PLAN

## NOTES

1. OWNERS OF RECORD: CUMBERLAND FORESIDE VILLAGE, LLC, 50 GRAY ROAD, FALMOUTH, MAINE. BOOK 23549, PAGE 231. BOOK 23628, PAGE 23. BOOK 29433, PAGE 72. BOOK 31615, PAGE 105. BOOK 32477, PAGE 266. BOOK 32827, PAGE 24.
2. MARKERS TO BE SET AT ALL CORNERS.
3. THE APPROVAL OF THIS PLAN BY THE PLANNING BOARD DOES NOT CONSTITUTE ACCEPTANCE BY THE TOWN OF ANY STREET, EASEMENT, OPEN SPACE AREA, PARK, PLAYGROUND, OR OTHER RECREATION AREA THEREON.
4. PROJECT HAS AN APPROVED DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT. PERMIT NO. L-21578-39-L-A.
5. PROJECT HAS AN APPROVED MAINE DEPARTMENT OF TRANSPORTATION PERMIT. PERMIT ID NO. 01-00070-A-M.

## CERTIFICATION

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

DATE: 8-22-2016  
JOHN W. SWAN, PLS. NO. 1038

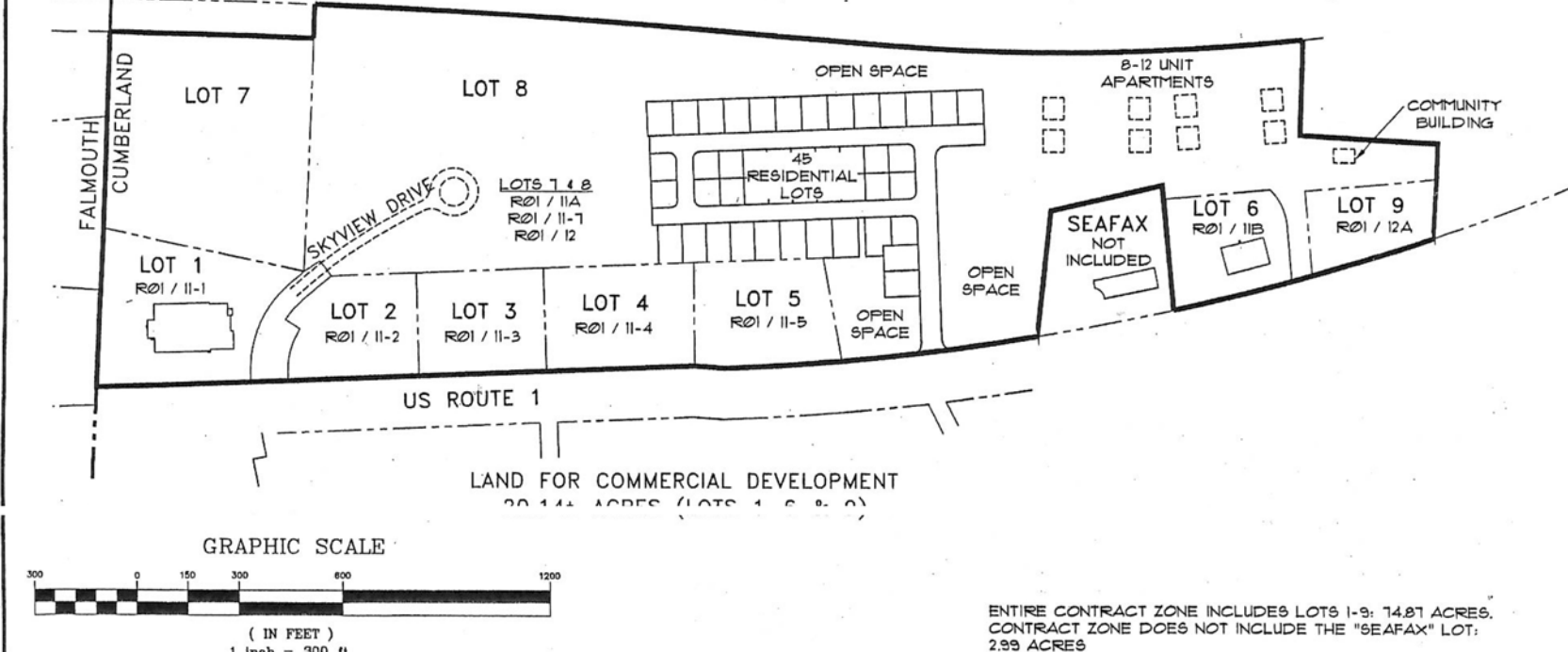
State of Maine, Cumberland SS.  
Registry of Deeds  
Received September 2, 2016  
at 9:19 AM and recorded in  
Plan Book 216 Page 335  
Attest: *Raymond*

THIS PLAN AMENDS THE PREVIOUSLY APPROVED SECOND AMENDED FINAL SUBDIVISION PLAN RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 215, PAGE 316, MARCH 26, 2015 REV. 3 JULY 30, 2015

**THIRD AMENDED SUBDIVISION PLAN**  
**CUMBERLAND FORESIDE VILLAGE**  
U.S. ROUTE ONE, CUMBERLAND, MAINE  
MADE FOR OWNER OF RECORD  
**CUMBERLAND FORESIDE VILLAGE, LLC**  
50 GRAY ROAD, FALMOUTH, MAINE

**OWEN HASKELL, INC.**  
390 U.S. ROUTE ONE, FALMOUTH, ME 04108 (207) 774-0424  
PROFESSIONAL LAND SURVEYORS  
Drawn By: RWC Date: AUGUST 18, 2016 Job No.: 2001-219 C  
Trace By: RWC Scale: 1" = 120' Dwg. No.: 1-SD  
Check By: JWS Book No.: FILE

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



ENTIRE CONTRACT ZONE INCLUDES LOTS 1-9; 74.81 ACRES.  
CONTRACT ZONE DOES NOT INCLUDE THE "SEAFAX" LOT;  
2.99 ACRES

## EXHIBIT A - CONTRACT ZONE AMENDMENT

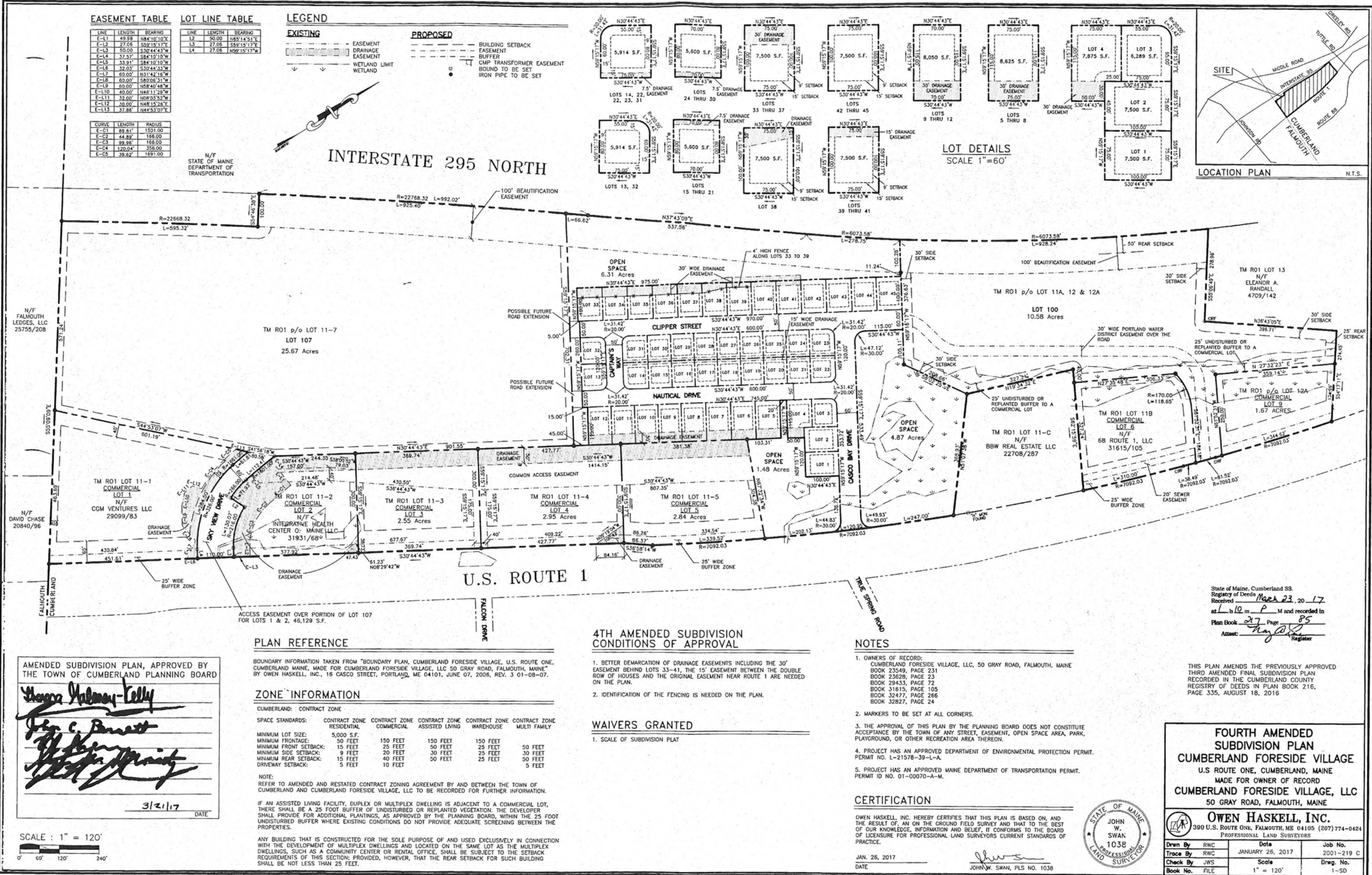
**PINKHAM & GREER CIVIL ENGINEERS**  
29 WANNY AVE. PORTLAND, ME 04103  
CUMBERLAND FORESIDE VILLAGE, LLC  
CUMBERLAND HOUSING  
U.S. ROUTE ONE, CUMBERLAND  
PROJECT: 14163

NO.	DATE	DESCRIPTION
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

# E. 2016 Amended and Restated Contract Zoning Agreement. April 12, 2016

Up to 150 residential units permitted - house lots and apartments shown. Multiplex for rent or lease allowed with minimum 20% occupancy by age 55 or older.  
Lot 7 only, indoor warehouse, storage facilities and wholesale distribution permitted with 75 foot undisturbed or replanted buffer from residential property  
CZA is subject to the Town's Impact Fee Ordinance, as applicable  
Lot 9 added into CZA parcel

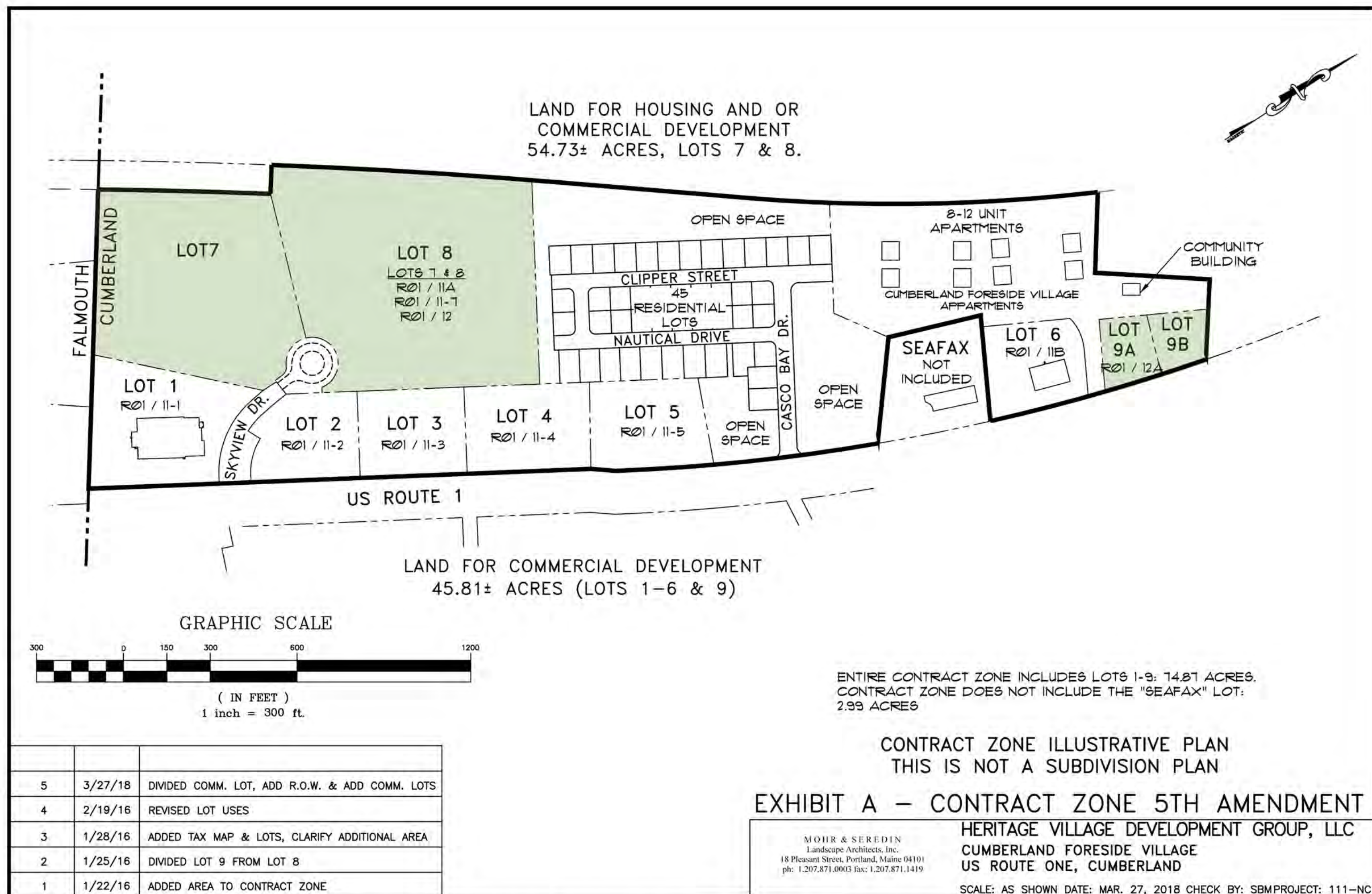




# F. 2017 Amended and Restated Contract Zoning Agreement Recorded May 11, 2017

Common pathway relocated from I-295 frontage to Route 1 Frontage  
100 foot buffer on I-295 to remain undisturbed, including along lot 100  
35 foot buffer on Route 1 is required, 25 feet of which is to remain undisturbed  
Route 1 walkway to be constructed prior to occupancy of residences  
No additional buffer required on Route 1 for commercial lot 9





## Proposed Contract Zone Amendments April 2018

Changes proposed for only commercial use areas / lots:

Minimum Lot size is required from 60,000 sf to 35,000 sf

Lot frontage reduced for internal lots is reduced from 150 ft to 75 ft

Residential care and light manufacturing (per section 315-4) added as permitted uses

Use on Lot 8 (or lots created from Lot 8) to include indoor warehouse, storage facilities and wholesale distribution

Lots 4 and 5 on Route 1, and a portion of Lot 8 West of Clipper Street are not required to have a 75 foot buffer from residential property

Structure Side Yard Setbacks for Lots 7 and 8 are reduced from 20 ft to 15 ft

Structure Side Yard Setbacks for warehouse, indoor storage and wholesale distribution facilities is reduced from 25 ft to 15 ft

Commercial Lot 9 is shown separated into 9A and 9B

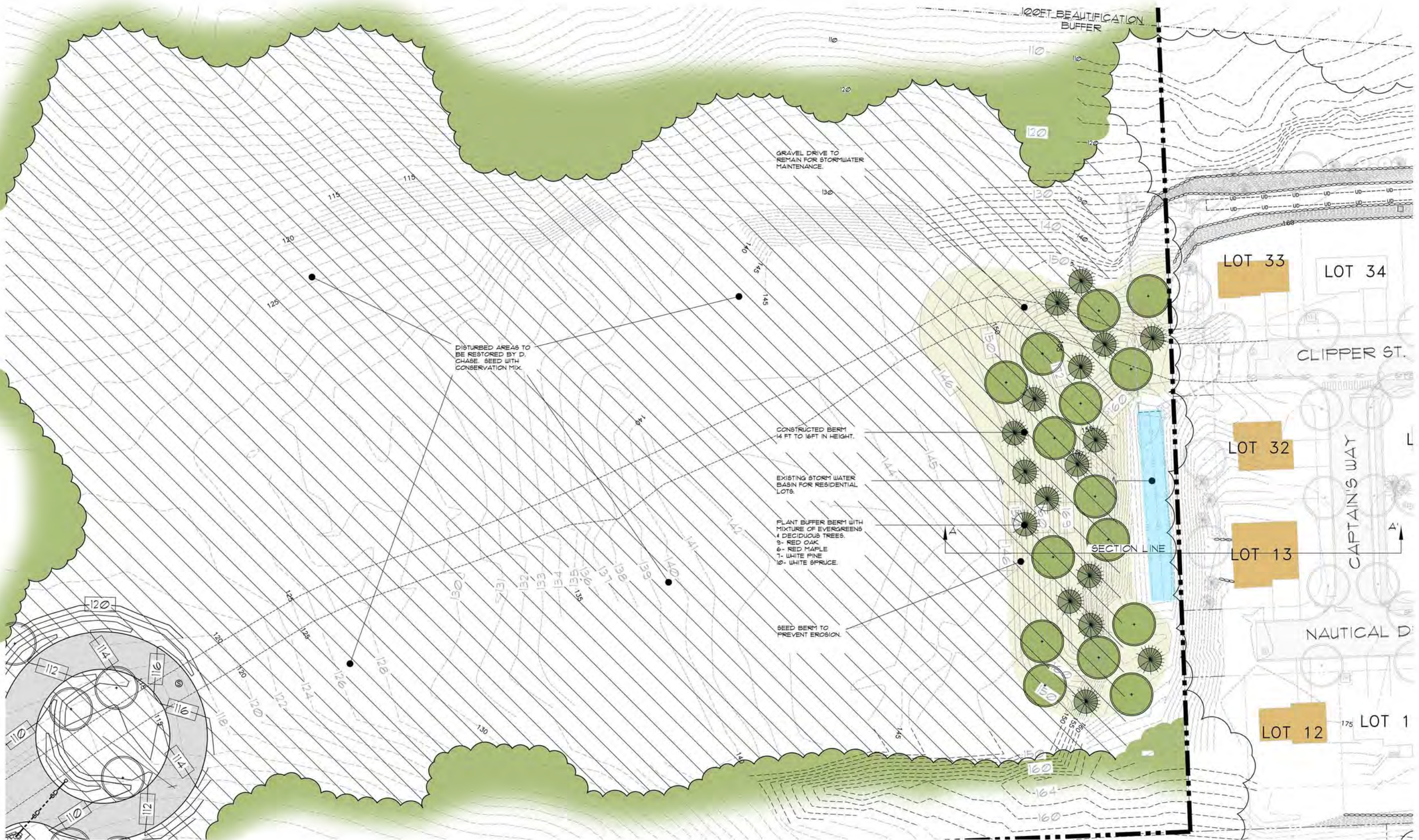
See following CZA change summary:



The proposed amendment would make the following changes to the existing Contract Zone Agreement, among other clarifying edits:

1. Section II.A., Light manufacturing and residential care facilities are expressly included as permitted uses (rather than relying on the underlying zoning district where they are already permitted uses).
2. Section II.D., the buffering requirements for indoor warehouse and storage facilities and whole distribution facilities do not apply to Lots 4, 5 and the portion of 8 west of Clipper Street.
3. Section III. A. 2, side yard setbacks for interior commercial lots have been reduced from 20 to 15 feet.
4. Section III.A. 2., the 10 foot driveway setback is removed for driveways shared by 2 or more lots.
5. Section III.A.4, the side yard setback is reduced from 25 to 15 feet for indoor warehouse and storage and wholesale distribution facilities.
6. Section III.A.4, the rear yard setback is reduced from 25 feet to 20 feet for indoor warehouse and storage and wholesale distribution facilities.
7. Section III. B., the frontage requirement for interior lots is reduced from 150 feet to 75 feet.
8. Section III.C., the requirements for interior roads, other than driveways and alleyways, serving commercial lots have been clarified to require an enclosed storm drainage system and must be constructed in accordance with the geometric design standards for commercial subdivisions found in Chapter 250 of the Cumberland Code.
9. Section III.J., the minimum lot size for commercial lots has been reduced from 60,000 square feet to 35,000 square feet.
10. Section III.M. has added with the following requirements for assisted living facilities and residential care facilities: minimum lot size of two acres; site coverage of 30%; open space of 25%, and maximum building height of 50 feet.
11. Exhibit A, Contract Zone Illustrative Plan, has been amended to show the former Lot 9 as two lots, among other clarifying edits.
12. Exhibit A-1, Legal Description, has been clarified to include Lots 9A and 9B as previously intended.
13. Exhibit B, Estimated Schedule of Completion, has been updated.
14. Exhibit C, Design Guidelines, has been amended as follows:
  - Under Specific Design, first guideline, the following text has been removed: "The use of split-face concrete block should be used in limited quantities."
  - Under Specific Design, third guideline, the text "should be avoided" has been replaced by "not allowed."
  - Under Specific Design, sixth guideline, in line two, the minimum roof pitch has been changed from "8 in 12" to "6 in 12."
  - Under Specific Design, ninth guideline, the following text has been added to the end of the sentence "shielded from view from the street."
  - Under Specific Design, fourteenth guideline, the word "paved" has been removed in reference to the path along Route 1 since the path is no longer required to be paved per previous amendments.





# Heritage Village - Site Improvements And Planted Berm Plan

U.S. Route One, Cumberland, Maine

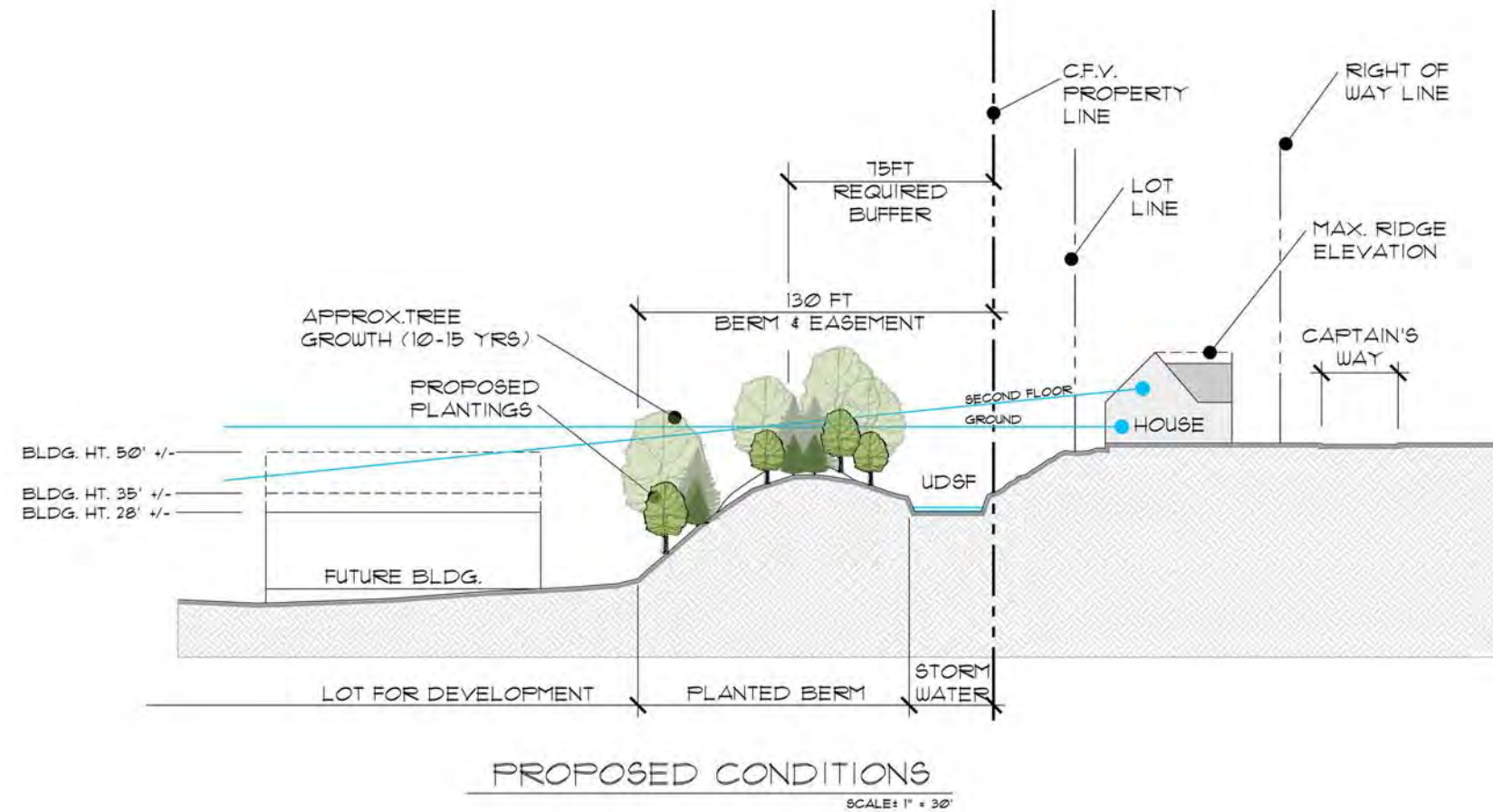
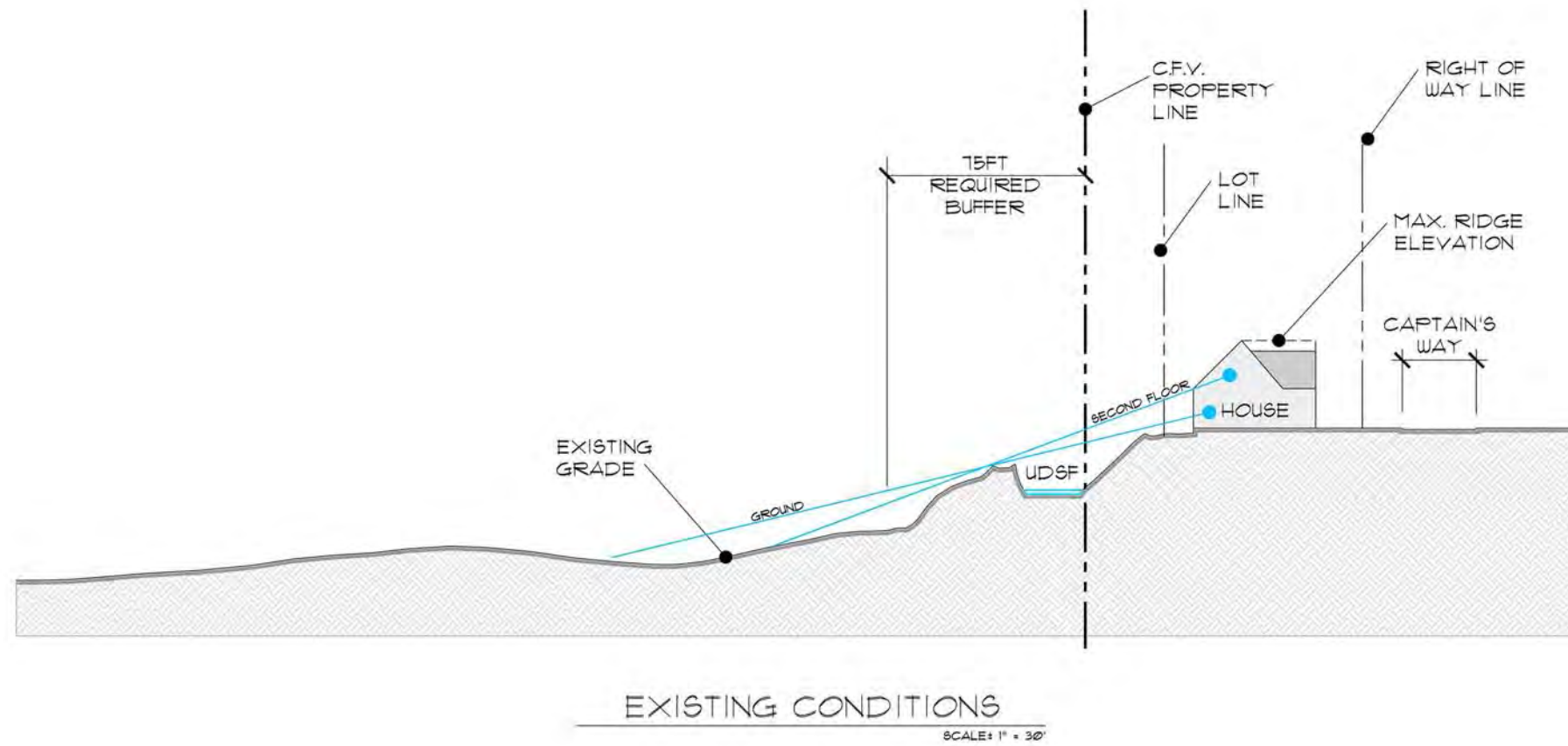
GRAPHIC SCALE

60'



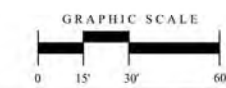
18 Pleasant Street  
 Portland, Maine 04101  
 ph: 207.871.0003  
 fax: 207.871.1419





## Heritage Village - Site Sections

U.S. Route One, Cumberland, Maine



April 23, 2018



18 Pleasant Street  
Portland, Maine 04101  
ph: 207.871.0003  
fax: 207.871.1419