

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

**AND**

**HERITAGE VILLAGE DEVELOPMENT GROUP, LLC**

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

This Amended and Restated Contract Zoning Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Cumberland, a municipal corporation (the "Town"), and Heritage Village Development Group, LLC, a Florida limited liability company qualified to 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 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 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 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 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 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 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 Amended and Restated 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; and

WHEREAS, the Town and the Developer desire to amend and restate the 2017 Amended and Restated Agreement in its entirety in order to amend and clarify the requirements set forth herein related to the development of the commercial lots; for additional residential dwelling units; to expand where retail stores can be located; and to add new standards for private roads.

NOW THEREFORE, the 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, 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 – 10B on **Exhibit A** (the “Plan”) prepared by Mohr & Seredin dated April 18, 2019 and more particularly described in **Exhibit A-1** attached hereto; and

WHEREAS, 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 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 \_\_\_\_\_, 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, design 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, Section 315-13 of the Cumberland Code, and expressly including residential care facilities as defined in Section 315-4 of the Cumberland Code. Light manufacturing shall be permitted on Lots 3 and 4 only, as shown on **Exhibit A**.

B) Residential Dwelling Units as follows:

(1) Up to 141 residential dwelling units on Lots 10A and 10B as shown on the Plan.

(2) Up to 120 residential dwelling units on Lot 7 as shown on the Plan; provided that at least twenty-five percent (25%) of the dwelling units developed on Lot 7 are occupied by a tenant that is 55 years of age or older and whose median family income is less than **140% of the United States Department of Housing and Urban Development median family income for the Greater Portland Metropolitan Statistical Area at the time of occupancy**.

For purposes of this Subsection B, the Developer shall have the right to (i) vary the mix between detached dwelling units, duplex and multiplex dwellings, provided that each unit within a duplex or multiplex shall be counted as a residential dwelling unit for purposes of the limitations imposed in subsections B(1) and B(2) above. The residential development permitted under this Section shall include buffering as set forth in Section III of this Agreement. The residential development permitted under this Paragraph shall not be subject to the net residential density requirements of Section 315-43(E) of the Cumberland Code; 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. Individual house lots for detached dwellings units shall contain not less than 5,000 square feet per dwelling unit on Lots 10-A and 10-B, and not less than 4,000 square feet per dwelling unit on Lot 7.

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

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

E) On Lots 1 and 8 only, 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 Town Center District, Section 315-21 of the Cumberland Code. .

### 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, unless driveways are shared by 2 or more lots, in which case there are no driveway setback requirements.
- 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.
- 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 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, 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) 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 10B, the Cumberland Foreside Village Apartments, as shown on **Exhibit 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 and residential 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 if the road is public. 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, 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 as amended, unless the roads are private and for residential use, in which case the roads may be constructed as set forth in Exhibit D of this Contract Zone Amendment.

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 senior and affordable residential development permitted under Section II (B)(2) 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. All other residential development permitted under Section II(B)(2) of this Agreement shall be subject to the requirements of the Town's Growth Management Ordinance.

G) Any commercial development or multiplex dwelling development shall be subject to Route One Design Standards, as may be amended, as well as the Design Guidelines and Design Requirements set forth in Exhibit C.

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 on **Exhibit A**. 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 Lot 9 as shown on **Exhibit A**, 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 Lot 9 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.

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 20% 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.

N) A fifteen-foot trail easement shall be located within Lot 8 as conceptually shown on Exhibit A with the exact easement location to be determined at the time of subdivision approval. The trail/path/walk shall be constructed by Heritage Village Development Group, LLC or its assigns.

Q) All development on Lots 7 and 8 shall comply with the lighting requirements set forth in the International Dark Sky Association (IDA) 2011 Model Lighting Ordinance.

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 shall be responsible for the design, engineering and construction of all offsite improvements as may be required for the residential development permitted under this Agreement. The obligations related to the design, engineering, construction and financing of other offsite improvements as may be required for all other development permitted under this Agreement shall be negotiated by the Parties.

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

GROUP, LLC

HERITAGE VILLAGE DEVELOPMENT

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Peter D. Kennedy  
Sole Member and Manager

State of Maine

County of Cumberland, ss.

\_\_\_\_\_, 2019

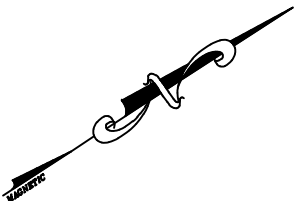
Then personally appeared the above-named William R. Shane in his capacity as Town Manager of the Town of Cumberland and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Cumberland.

Before me,

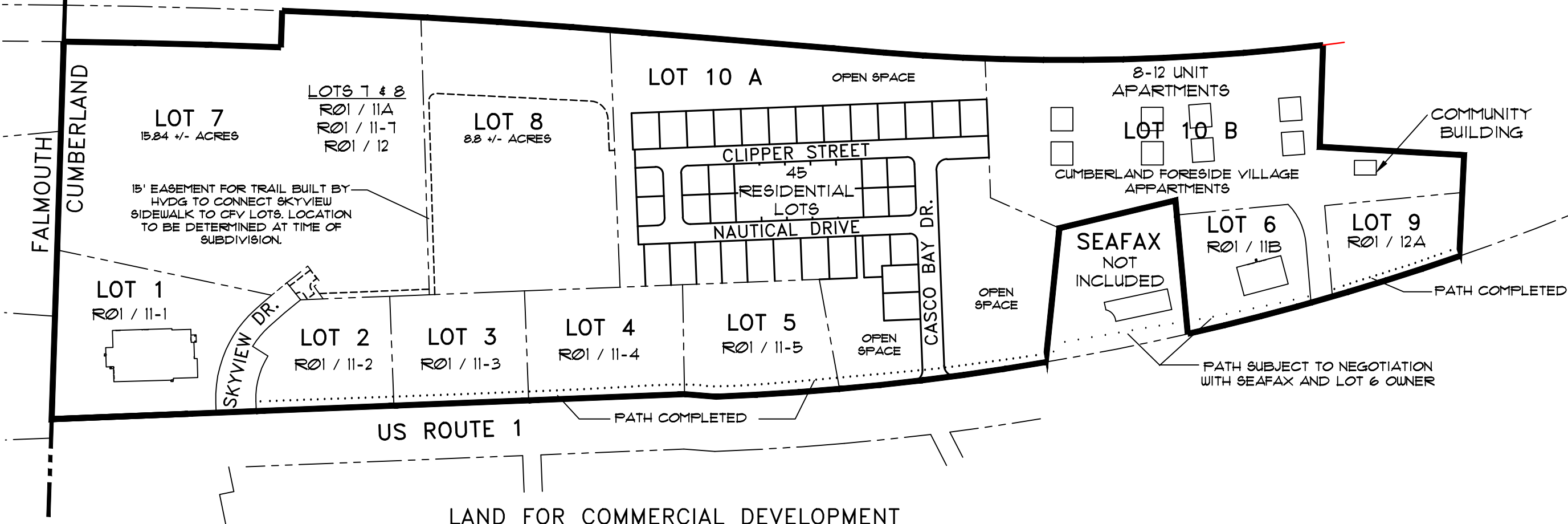
\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

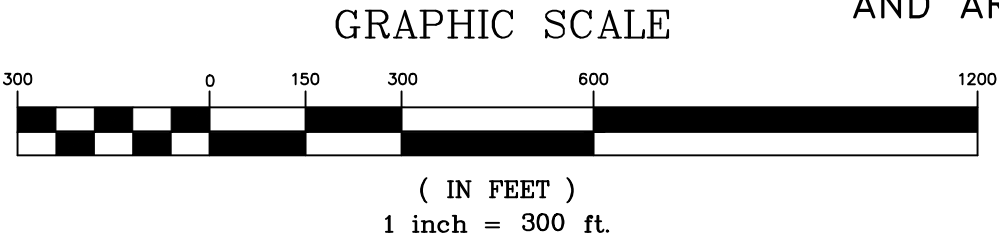


LAND FOR HOUSING LOTS 10 A & B,  
20.89 ACRES INCLUDING OPEN SPACE.



LAND FOR COMMERCIAL DEVELOPMENT  
44.95 ± ACRES (LOTS 1-6 & 9)  
LOT 7 AND 8 TOTAL 24.64 ACRES  
AND ARE FOR RESIDENTIAL AND/OR  
COMMERCIAL USES.

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



6	4/18/19	ADJUST LOT 7/LOT 8 LINE LOCATION
5	2/5/19	CHANGE SKYVIEW; REV. NOTES, ADD TRAIL EASEMENT
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

CONTRACT ZONE ILLUSTRATIVE PLAN  
THIS IS NOT A SUBDIVISION PLAN

EXHIBIT A – CONTRACT ZONE 5TH AMENDMENT

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
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**OWEN HASKELL, INC.****Professional Land Surveyors**

390 U.S. Route 1, Unit 10 • Falmouth, ME 04105 • 207-774-0424 • FAX: 774-0511 • [www.owenhaskell.com](http://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;

FIFTH AMENDED  
CONTRACT ZONE

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.

2001-219C

FIFTH AMENDED  
CONTRACT ZONE

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**EXHIBIT A-1**

**Updated Estimated Schedule of Completion of the Project  
Cumberland Foreside Village  
February 2019**

A.	Schedule of Regulatory Reviews:	2019
	– Complete project plans and supporting documents	2 - 3 months (June – Aug. 2019)
	– Planning Board Subdivision Review	3 - 4 months (Oct. – Dec. 2019)
	– Planning Board Site Plan Review (concurrent with subdivision)	3 - 4 months
	– Planning Board anticipated approval within	6 months (December 2019)
	– DEP SLODA review and approval	2 - 3 months (Sept. – Nov. 2019)
B.	Anticipated Construction Schedule:	August 2020 – November 2022
	– Start construction after final approval (road extension)	March 2020
	– Construction of subdivision private roads and infrastructure	8 - 12 months
	– Sitework for Interior Lots	12 - 24 months
	– Sitework for remaining Route 1 Lots	12 – 16 months
	– Sitework for Interior Lots	12 – 24 months

## Cumberland Foreside/Heritage Village Contract Zone

### Development Guidelines for Lots 7 and 8 and Design Requirements for Commercial Properties, Duplex and Multiplex Dwellings

The following design guidelines and requirements have been prepared as a part of the Contract Zone for the Cumberland Foreside/Heritage Village Subdivision. These will serve to guide the development of the parcel in an orderly manner and will establish the design criteria for the development of the individual buildings on all lots used for commercial purposes, as well as for the residential use buildings.

The Development Guidelines are included to assure that a mix of building forms, sizes, architectural details and a range of materials are included for all of the proposed construction. The overall intent of the design guidelines is to assure that the building designs are well thought through and have coordinated architectural forms, variety of massing, appropriate materials and color selections.

#### A. Development Guidelines for Lot 7 and Lot 8:

The Contract Zone for Cumberland Foreside/Heritage Village establishes a mix of uses on Lots 7 and 8. The uses on Lot 8 include commercial as set forth in the OC-S Zone, and uses allowed in the Town Center District (TCD). Lot 7 allows both of these zoning district uses, as well as 120 residential dwelling units. These development guidelines set forth the intended mix of the uses and limitations on the types of each use, with residential uses restricted to Lot 7.

For the Commercial and Town Center uses, the intent of the Guidelines is to have the development project include a variety of uses and range of building types, as well as building scales and architectural details. No one building form, massing, scale, or type shall be repeated without changes in the building size, detailing and fenestration unless the buildings are physically connected by secondary elements such as porches, breezeways, etc.. The Design Guidelines below and the attached images convey the design intent for the types of building to be constructed. A minimum of 10% of the TCD use area shall be dedicated to open space with pedestrian amenities.

The portion of the project for residential development on Lot 7 should include a mixture of duplex, triplex and multiplex structures. These can be connected or free standing, and shall have variety in building heights and structural massing. All larger scale structures must comply with the Design Guidelines, and follow the general appearance in the attached images for multiplex structures, the repetition of building forms, and shall be limited to the buildings without changes in the building height, mass, exterior appearances and detailing. A minimum of 10% of the residential area must be set aside for integrated greenspace with amenities within the greenspace integrated into the development scheme.

B. 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 façade 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.
- All buildings on Route 1 shall comply with the Town of Cumberland Route One Design Standards.

C. Specific Design Standards:

- 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. HVAC units shall be screened and not visible from the street.
- 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 buildings less than 5,000 s.f., flat roofs are not permitted.** Pitched roofs with traditional slopes (higher than 6 in. 12) are required. 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 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 60 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.
- A minimum of \$3,000.00 of landscape improvements is required for every dwelling unit/\$5,000.00 per structure.
- Refer to the CZA document for Dark Sky compliance for all lighting.

STRUCTURES FOR MIXED USES (TOWN CENTER)  
Cumberland Foreside/Heritage Village Lot 7 and Lot 8



Yes: Vernacular building shape and roof form; porch at entry, subdued color with accent trim color.



No: Poor massing and incongruent roof pitch; inappropriate awning and shutters.



Yes: Pitched roof; good use of glass and highly detailed exterior; trinity clearly defined entry.



No: Windows not in scale, no door definition; low level flat roof.



Yes: Varied building facades, pitched roofs and separate entrances.



No: Block building forms with no interesting details; poorly scaled windows.

STRUCTURES FOR RESIDENTIAL USE (LOT 7 ONLY)  
Cumberland Foreside/Heritage Village



Yes: Gable roofs, private entrance, differing roof forms; shed form at one side.



No: Block shape with little interest or variety to reduce scale, poor window sizing and no exterior detailing.



Yes: Varied building forms, material changes and porches.



No: Block/box shape with little interest; building proportions are poor.



Yes: Added porches, nicely scaled windows. Varied color to break up scale



No: Overscaled façade elements; poor roof form; no materials integration.

STRUCTURES FOR COMMERCIAL USE (OFFICE COMMERCIAL SOUTH)

Cumberland Foreside/Heritage Village Lot 7 and Lot 8



Yes: Varied form, color and roofs. Nicely scaled windows and porches.



No: Heavy roofline, small windows, no interest at doors, 'strip-mall' character.



Yes: Varied façade plane, nicely scaled windows and careful placement of entrances.



No: Flat building face; false front and over-scaled main façade.



Yes: Varied and stepped building shapes; pitched roofs; vernacular forms.



No: Monstrous fenestration; uninteresting building form; dormers too small/out of scale.

## EXHIBIT D

### STANDARDS FOR RESIDENTIAL USE PRIVATE ROADS IN CUMBERLAND FORESIDE VILLAGE

- A. All private roads for residential use within the Contract Zone shall be designed in accordance with the private roadway standards as contained in Article VI and Table 2 of Chapter 350 of the Cumberland Code as modified by Section 4315-18, V-MUZ District of the Cumberland Code, and as further modified below:

Standard:	Private Road:
Right-of-Way Width	30'
Roadway Pavement Width	18'
Grass Esplanade	4' (one side)
Paved Sidewalk	5' (one side)
Maximum Dead End Road Length	750'
Minimum Roadway Centerline Grade (1.0% preferred)	1.0%
Maximum Roadway Centerline Grade	10%
Minimum Centerline Radius (100' preferred)	100'
Minimum Tangent Length Between Curves of Reverse Alignment	0'
Minimum Angle of Street Intersection (90° preferred)	75°
Minimum Distance Between Street Intersections on Same Side	100'
Minimum Distance Between Street Intersections on Opposite Side	10'
Minimum Pavement Crown	¼" per foot
Minimum Slope of Gravel Shoulder	½" per foot
Minimum K Factor, Crest Vertical Curve	15
Minimum K Factor, Sag Vertical Curve	20
MPH Design Speed	25
Maximum Grade within 75' of Intersection	3%
Minimum Property Line Radius at Intersection	0'
Dead End Turn Around	Tee Turn Around 25' Length

- B. The following design standards shall apply to the Contract Zone residential use private roads:

1. The drainage system for private roads shall consist of closed drainage to the extent practicable; however, shallow under-drained swales may be used alongside roadways where no sidewalk is proposed. Where sidewalks are proposed, they shall be constructed with curb and access to the closed drain system through catch basin inlets, for example.
2. Parking and garage doors towards the public right-of-way are permissible provided the garages are architecturally designed to not be the principal element of the structure. Parking and garage doors facing towards private roads and private drives are permissible.
3. A minimum of two (2) street trees at 2 ½" caliper shall be planted for each residential unit adjacent to a private way.

CFV Summary of Uses: Existing and Proposed and Tax Value						
Lot #	Status	Existing Uses in CZA	Permitted in the (Underlying) Office Commercial -South	Additional Uses per Amended CZA	Assessed Value	Estimated Assessed Value
1	Developed (Exactitude)	N/A	N/A	N/A	\$2,295,200	N/A
2	Under Construction (Dr. McCloy)	N/A	N/A	N/A		\$1,336,000
3	Undeveloped	<del>Commercial Development</del> <i>Business and Professional Office</i>	Business/Prof. Office			
			Research Facilities			
			<del>Timber Harvesting</del>			
			Antennas	Altern. Tower Structure		
			Light Manufacturing			
			Daycares			
			Nursery Schools			
			Associated Retail			
			Veterinary Office			
4	Undeveloped	<del>Commercial Development</del> <i>Business and Professional Office</i>	Same as above			
5	Under Construction (Belted Cow)	N/A	N/A	N/A		\$1,336,000 (estimated)
6	Developed Pack-Edge	N/A	N/A	N/A	\$1,251,900	

7	Undeveloped	Indoor warehouse and storage and wholesale distribution facilities	Business/Prof. Offices	Up to 120 dwelling units.		
		Communications Tower Antenna Alternative Tower Structure	Research Facilities	Shared Work Space		
		Tradesmen's Offices	Timber Harvesting			
		Assisted Living Facilities Boarding Care Facility	Antennas			
		Commercial Development Business and Professional Office	Light Manufacturing			
		Site Prep Activities	Hotels/Motels Hotel and Inn			
			Daycares Day-Care Center Nursery Schools Nursery School			
			Associated Retail			
			Veterinary Office			
8	Undeveloped	150 dwelling units	Same as above	TCD Uses: Personal Services Retail Stores < 2,000 sf Small Market < 2,500 sf) Health and Fitness Studio		
		Assisted Living Facilities Boarding Care Facility		Shared Office Space		
9	Built: Bellucci	N/A	N/A	N/A	\$546,000	
	Ledgewood Const. (not built)	N/A	N/A	N/A		\$1,336,000 (Estimated)
10 A	Built: 45 homes	150 Dwelling units for 10A & 10 B	N/A	N/A	\$15,108,000	
10 B	Built: 96 apts				\$7,408,000	
Total Value:					\$26,609,100	\$4,008,000
Total Combined Actual and Estimated Values					\$30,617,100	
Assessed value of Seafax (not part of CFV)					\$3,223,200	
Total of all OC South Commercial Development					\$33,840,300	

**KEY:**

~~Struck Through~~ means the use is being deleted from the draft CZA.

~~Struck Through~~ w/ *Italicized term* below means the name of the use in the current CZA is being changed in the draft CZA to conform to the Town's Zoning Ordinance definition of the same type of use.

Interstate 295

4 STORY  
CONDOMINIUMS  
WITH PARKING ON  
FIRST LEVEL.

VILLAGE MIXED RETAIL  
AND COMMERCIAL WITH POTENTIAL  
RESIDENTIAL ON SECOND FLOOR.

Falmouth  
Cumberland

MINIMUM 10%  
GREEN SPACE  
OPEN AREAS  
WITH AMENITIES.

TRAIL EXTENSION

MINIMUM 10% GREENSPACE  
AND COMMON WALKING PATHS

LANDSCAPE BUFFER PER  
TOWN ORDINANCE

9 - 12 UNIT  
3 & 4 STORY  
CONDOMINIUMS

MIXTURE OF  
DWELLINGS IN  
DUPLEX OR TRIPLEX  
UNITS.

OFFICE/MIXED USES  
4,500 - 10,000 SF FOOTPRINTS  
2 - 3 STORY, MAX. 20,000 SF

ROUTE 1 COMMERCIAL  
10,000 - 25,000 SF

COMMONS

Skyview  
Drive

Lot 1

Lot 2

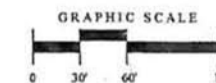
Lot 3

Lot 4

US Route 1

## Site Concept - Mixed Use Residential / Commercial Development

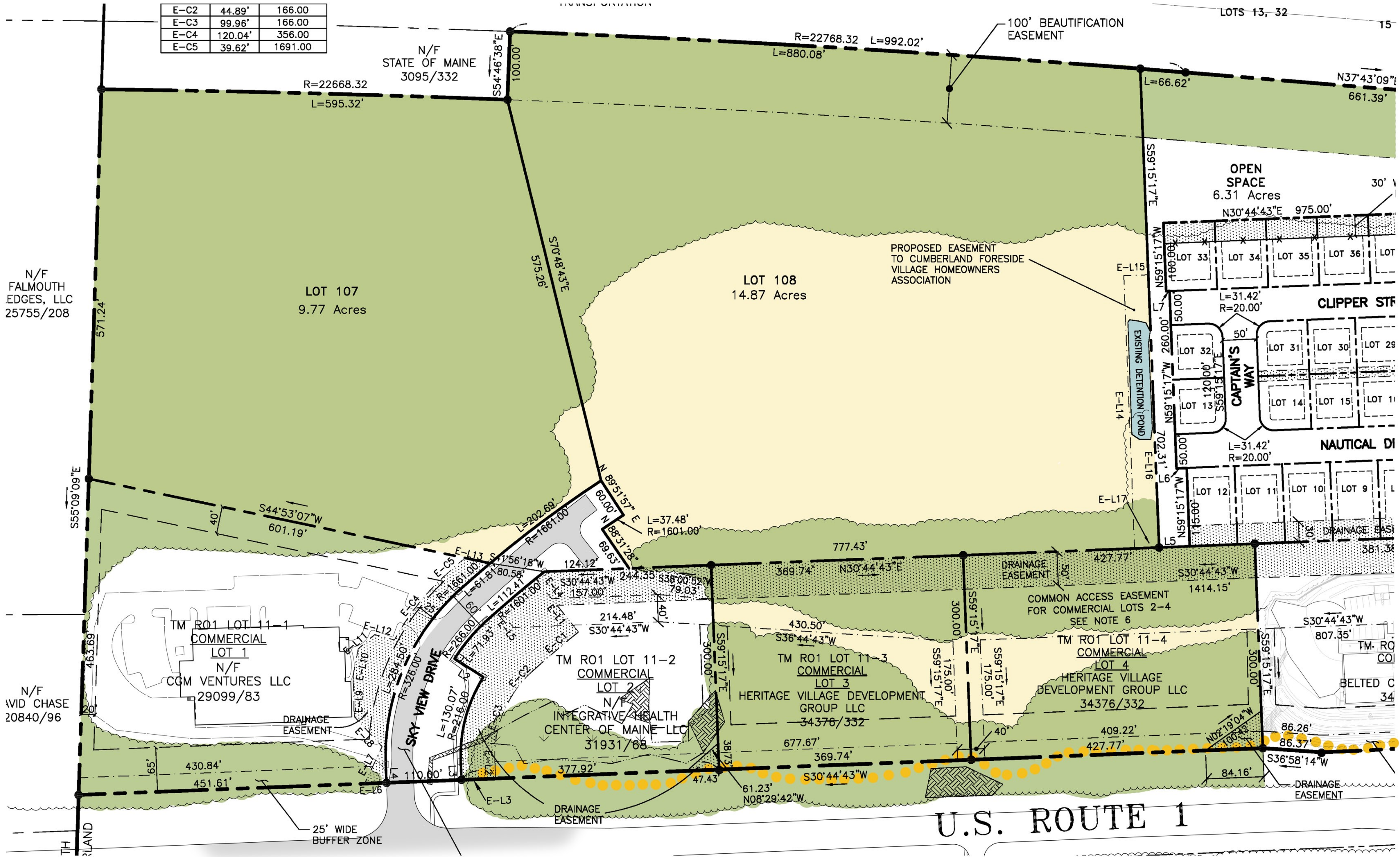
U.S. Route One, Cumberland, Maine  
Heritage Village Development Group, LLC.



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May 15, 2019



# Ownership of Heritage Village Development Group, LLC

U.S. Route One, Cumberland, Maine  
Heritage Village Development Group, LLC.

February 2019, Rev. March 14, 2019

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