



# M E M O R A N D U M

TOWN OF CUMBERLAND, MAINE  
290 TUTTLE ROAD  
CUMBERLAND, MAINE 04021  
TEL: 207-829-2205 FAX: 829-2224

**To:** Town Council  
**From:** William R. Shane, Town Manager  
**Date:** March 4, 2019  
**Re:** Meeting Background Material - Thursday Night Kennedy CZA

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In a Workshop on October 8<sup>th</sup>, the Town Council met with Phil Gleason, Steve Mohr and Peter Kennedy to discuss “What’s next” for the remaining piece of land at the former CFV property. Discussions centered around senior housing, affordable senior housing and support services, such as a Rehab Center, Assisted Living, Doctor’s Offices, and even perhaps some mixed retail to support the existing neighborhoods. At that Council Workshop there was no opposition to these concepts, and the Council, perhaps by its silence, allowed this to move ahead to see what is possible.

While some of you have shut down to any new type of CZA, which is fine, I believe an opportunity will be missed if you go into this meeting with your minds made up and kill all ideas upon arrival. This is an opportunity to effectively share your own vision with what you’d like to see happen on this piece of rock, nestled between I-295 and Route 1 .

To date, that once piece of minimally valued land (\$350,000 or \$7,000 in taxes) is now home to many new Cumberland residents, who have already contributed impressively to Town boards and committees and in Town policy. The value of the improvements now exceeds \$25,000,000 or \$500,000 in annual tax revenues. The remainder of the property could equal or exceed the present values.

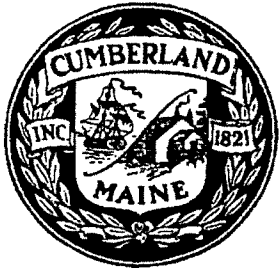
I truly ask you to come with ideas. It’s easy to throw rocks at the past multitude of “do-overs” during the most economically challenging times most of us have ever experienced. It’s harder, however to truly give feedback toward a better vision of what’s next for Cumberland. We cannot force businesses to move here. We cannot build mega-office building complexes in hopes of coercing businesses away from our neighbors. Times have changed dramatically. More people work from home than ever before. Businesses are downsizing operations. We need to think of how we can best serve our Town. Homeownership has become unattainable to most of the young families and seniors in our Town.

We have seen local businesses such as Doc's, Louie's and Rachel's flourish and be well supported by our community. We know we have a serious need to look at citizen support services such as Assisted Care, Rehabilitation Services, and ancillary health services.

Our reputation as a Town is solid. We are seen by all of our neighbors as pro-business and pro-smart development. Let's not miss an opportunity to take this current CZA and develop it into a better plan not filled with warehouses, but with your vision for Cumberland. This is up to you - the rules are made by you. For example, if you'd like to see some type of medical support services, perhaps you could require a pad, utilities and roadway be built out for a facility (no building of course) and left as a future site for a medical complex or an assisted care facility. Each pad constructed and approved would release 30 units of housing to be built. This way the homes don't all get built and we still have the dark side of the moon left to be developed. There are countless scenarios that could be on the table Thursday night, but without input we could see what's left in the CZA take place: Indoor Warehouse, Communications Tower, Tradesmen Offices (a good use). Also in the CZA the underlying zone allows for Offices, Research Facilities, Residential Care, Contractor Space, Light Manufacturing, Hotels, Motels, Day Cares (both kids and adults), Associated Retail and Veterinarian Offices.

I have attached the support material from the October meeting and a few maps for your review in preparation for Thursday's meeting.

We have spent a lot of staff and Council time on this particular CZA, but try to look at this as what is best for the Town instead of revisiting all the sins of the past development team. In fairness, these are new people with some better ideas that can be shaped into a better vision.



# M E M O R A N D U M

T O W N O F C U M B E R L A N D , M A I N E

2 9 0 T U T T L E R O A D

C U M B E R L A N D , M A I N E 0 4 0 2 1

T E L : 2 0 7 - 8 2 9 - 2 2 0 5 F A X : 8 2 9 - 2 2 2 4

**To:** Town Council  
**From:** William R. Shane, Town Manager  
**Date:** October 2, 2018  
**Re:** Heritage Village (formerly known as Cumberland Foreside Village (CFV))

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Peter Kennedy's team will be before you with an idea for the development of the balance of the property in Heritage Village (CFV).

His ideas will be met with mixed reactions from both the full Council and the abutters. The immediate abutters in the adjoining homes will support in concept the idea as it is less of an impact than large warehouses or commercial buildings. Exactitude will be opposed as they have been consistent in their opposition of residential and commercial traffic mixing on Skyview Drive. The owners in Hawk's Ridge & True Spring Farms have been also consistent in their push for Commercial development outlined in the CZA.

The new request outlines some of the needs we have as a community:

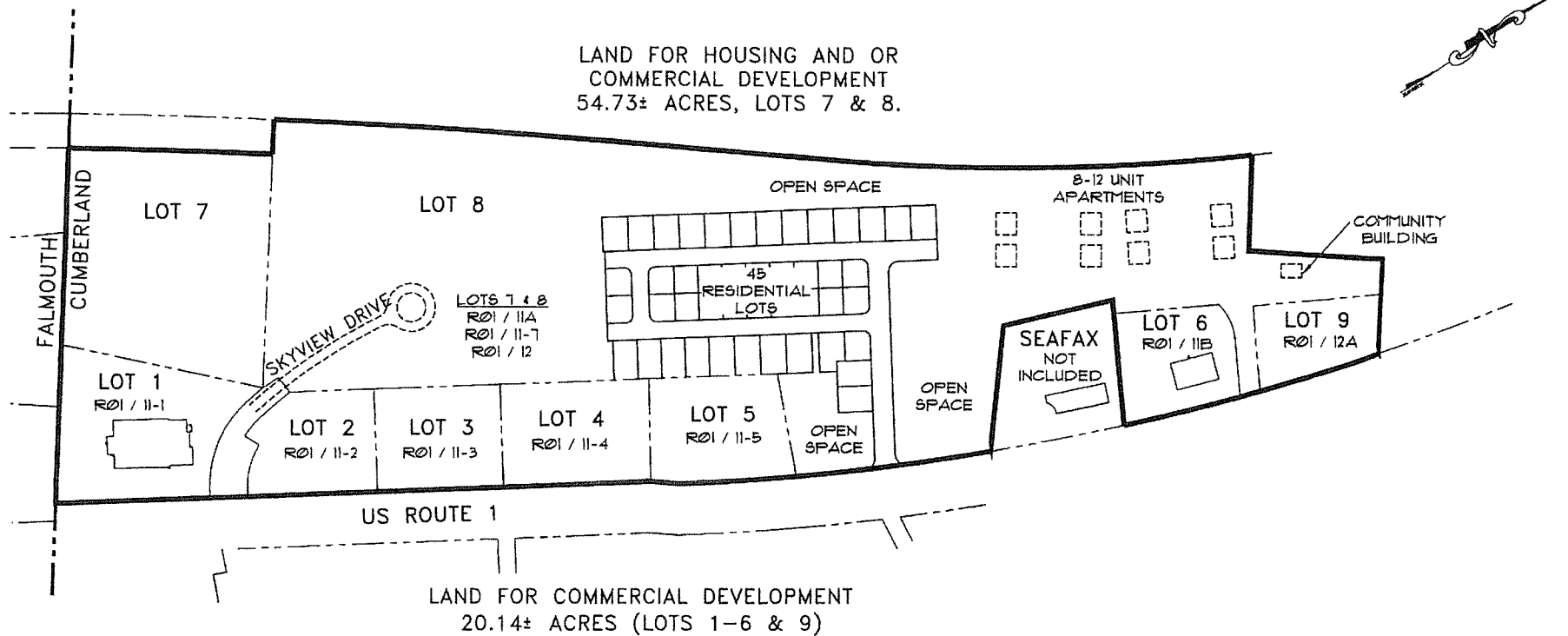
- a. Health, medical or recreational commercial complexes ( Intermed, Rehab, Health Club )
- b. Senior Affordable Housing
- c. Affordable Housing

Quantifying and requiring specific performance will be challenging. How can we say the developer can build 20 units of Senior Affordable or Affordable Housing for every 1 Commercial unit? I don't believe that is a formula for success.

Maybe it is time for a new set of eyes to look at the current CZA, listen to the developer's ideas and come back to the Town Council with a new recommendation to bring this nearly two decade old CZA to completion.

We have unsuccessfully chased and courted numerous commercial entities from shopping malls to hotels on this property. Maybe its time to bring the final phase in with a set of fresh new ideas?

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



LAND FOR COMMERCIAL DEVELOPMENT  
20.14± ACRES (LOTS 1-6 & 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

## EXHIBIT A – CONTRACT ZONE AMENDMENT

**PINKHAM & GREER**  
**CIVIL ENGINEERS**  
28 VANDYKE AVE. PORTLAND, ME. 04103

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

SCALE: AS SHOWN DATE: JAN. 22, 2015 CHK BY: TSG PROJECT: 14163

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



September 18, 2018

Susan F McKenney

21 Nautical Drive

Cumberland foreside, ME 04110

Dear Town Councilor, Town Manager, and Town Planner:

My husband Peter and I have owned the house at 21 Nautical Drive in the Cumberland Foreside Village (CFV) neighborhood since October of 2016. My house has seven windows facing the south looking directly into Peter Kennedy's property. We have come to refer to this as "the pit". This is the third season we have had to look upon this dusty unsightly neighbor. We are awaiting news of development of the property so that we can complete our landscaping plans on that side of the house. You might think that I and my neighbors are opposed to commercial development of that land, but that couldn't be further from the truth. We want commercial development that is symbiotic with daily human needs and we want Mr. Kennedy to be successful. We believe the right development, in line with the human needs of the abutting neighbors will increase our quality of life and raise our property values.

In late 2014, the NAIOP Research Foundation released a study citing the preferences of those looking to rent commercial office space. The NAIOP is a foundation that supports initiatives that "advance the commercial real estate industry". The study concluded that office tenants prefer "vibrant" mixed use centers sometimes referred to as LWP ("live, work, play") to single-use suburban environments. Also, LWP "office properties in suburban vibrant centers are outperforming those in typical single-use suburban office areas on almost all metrics." Suburban vibrant centers are performing significantly better than typical suburban office space for two important measures. Rents are higher by \$3.39 and vacancy rates are lower by 4.5 percent, findings that are significant at the 1 percent level." [www.naiop.org/Magazine/2014/Winter-2014/Marketing-Leasing](http://www.naiop.org/Magazine/2014/Winter-2014/Marketing-Leasing)

I grew up in a "village", the section of Auburn, Maine referred to as "new Auburn", where I walked to school, church, dentist, bank, two bakeries, hardware store, pizza and sandwich shops, variety store, grocery / meat market, drug store, tailor, barber shop and hairdresser amid apartments and single-family homes. This was mixed use before the term became popular. Before automobiles, this is how all communities were designed. My family daily frequented these businesses. We met people along the way and felt a real sense of community, and ownership about what was happening in that community.

The science has clearly stated for decades that for optimal health people should incorporate more physical activity into their daily routines. The Route 1 stretch of Cumberland Foreside is 2.7 miles long. There is not a single coffee shop or eatery along that route. What other 2.7 mile stretch of Route 1 in southern Maine can you not get food? My neighbors and I must get in our cars and travel to

Falmouth or Yarmouth for the most essential of human requirements- food. Cumberland Center has three eating establishments, and Route 100 has a variety store, pizza restaurant, drive through coffee, and seasonal ice cream shop. The section of Route 1 that encompasses True Spring Farms, Cumberland Foreside Village, and Cumberland Foreside Village Apartments is less than a half mile long and contains 165 residences. I'm not aware of another residential area in Cumberland with this density. For optimal health, my neighbors and I need goods and services nearby that we can reach by walking or bicycling. There is a well-worn path at the end of Clipper Street to Mr. Kennedy's property. Everyday through my kitchen window I see people walking singularly or in groups. There is a habit already formed that naturally leads people to this space. By reevaluating the zoning restrictions on this property, you would provide a highly desirable amenity for citizens of this community to be able to access basic needs. That is a potential 165 or more fewer cars clogging Route 1 to go to another town for basic goods and services.

Mr. Kennedy's property represents an immense opportunity for my neighbors and the town. This is an attractive area for young professionals and baby boomers who are looking to reside near Portland at an affordable price. Young professionals who grew up on the Foreside can't afford the homes on the Foreside, and baby boomers are looking to "down size" and be close to goods and services. This was witnessed by how quickly the 45 homes in CFV sold. The developer could not build homes fast enough for families to move into as they would desire. One home has since sold from the original ownership – a family from India found it necessary to return to their native country. The house sold in one day, greater than the asking price, and at a substantial price over the cost of the original home. No other CFV homes have come up for sale in the three-year history of the development. The Cumberland Foreside Village Apartments quickly filled once each building was ready for occupancy. Clearly there is a strong market attracted to this area to be close to goods and services. This appears to be a sensibility not found in other areas of town.

I and many of my neighbors believe that the current zoning is a hindrance to the developer actualizing not only a profit but developing his property to further advance the needs of the human beings living in the adjacent properties. We ask that you change the current regulations to allow for true mixed use. Allowing two of the lots to be used as second floor condominiums with first floor retail space would reach occupancy quickly, help to attract other suitable compatible businesses, and provide goods and services to neighbors.

We believe it is time to rethink the uses for this space. Several neighbors are interested in forming a non-binding citizens advisory committee to work with Mr. Kennedy to provide comment and support to any future proposals. I hope he would see this as an opportunity to save on fees to develop proposals that ultimately get resistance from surrounding neighbors.

I also believe there is a real sense of urgency to act on this change as we are nearing the end of a positive economic growth cycle. I ask that you consider this a priority before the next inevitable downturn.

Sincerely,

Susan McKenney

### CFV Neighbor Responses to Susan McKenney Letter

Following the completion of the final draft of the letter (page 1 & 2) I canvassed the neighborhood to gather responses. This was done by one to one conversations with neighbors or via email. Neighbors were asked to read the letter and to indicate whether they agreed, disagreed, or were undecided with the contents and points made in the letter. Below are the results:

# of households responding = 40 out of 45 = 89% response rate

Results:

Agreed with letter: 36/40 = 90%

Disagreed with letter: 2/40 = 5%

Undecided: 2/40 = 5%

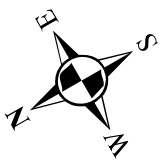
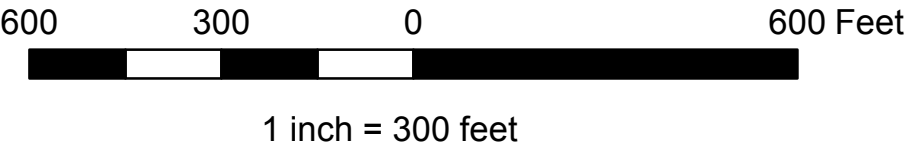




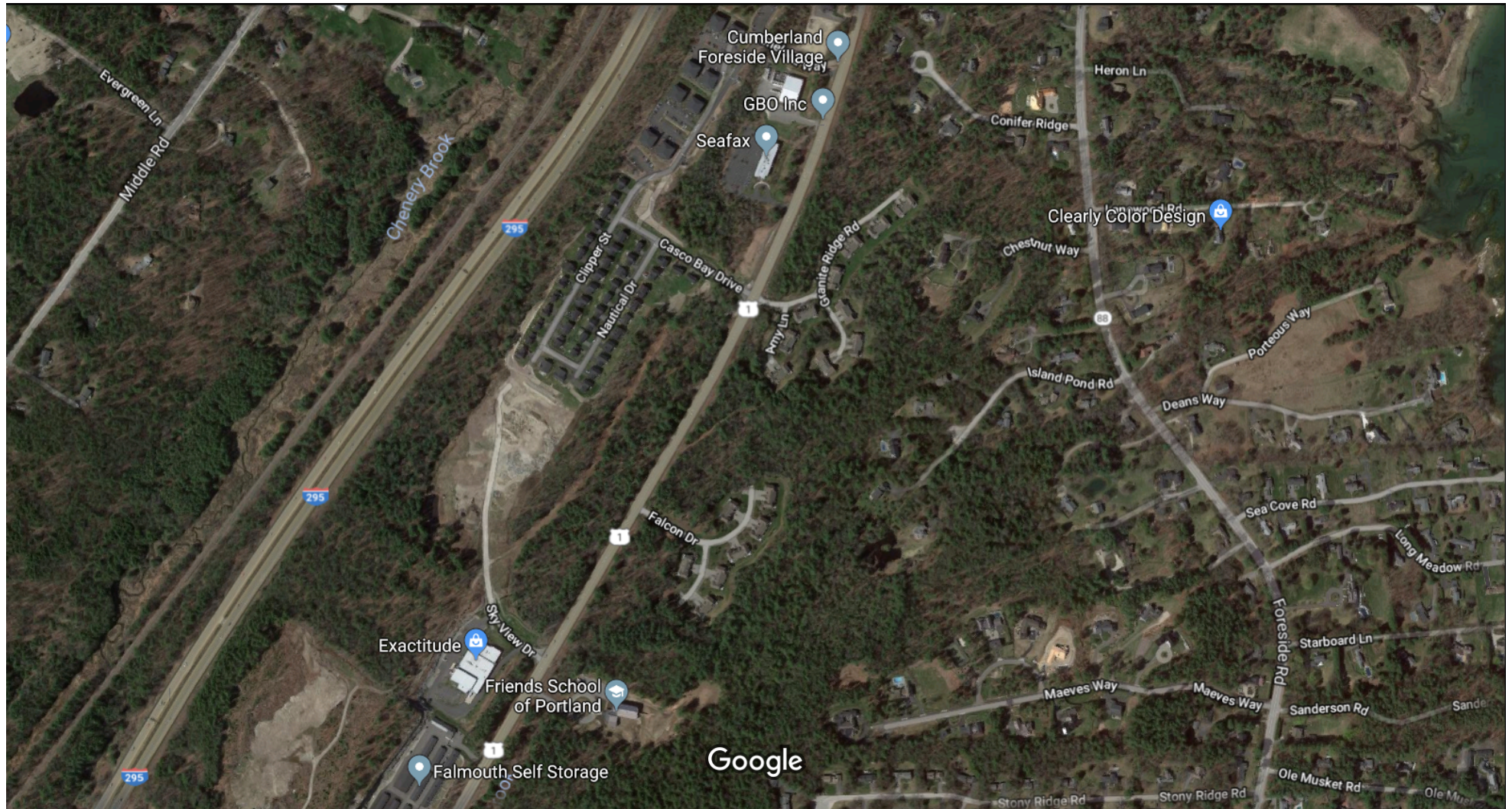
Source: Esri, DigitalGlobe, Geo



**25+ Acres remaining to be developed**  
**Housing & Apartments are 28 Acres combined**







Imagery ©2019 Google, Map data ©2019 Google 500 ft





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Shareholder  
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psaucier@bernsteinshur.com

February 4, 2019

William Shane, Town Manager  
Town of Cumberland  
290 Tuttle Road  
Cumberland, Maine 04021

Re: Application for Amendment to Contract Zone Agreement Heritage Village Development Group, LLC (formerly Cumberland Foreside Village, LLC)

Dear Bill:

As you know our office represents Heritage Village Development Group, LLC (HVDG) and we have been working with Phil Gleason and Mohr & Seredin Landscape Architects, Inc. on the land HVDG purchased in late 2017 which is subject to the Contract Zone Agreement initially created in 2002. We appreciate your help in bringing forward this proposed amendment to the existing 2017 Agreement.

We understand that you will review this package for completeness and forward it to the Town Council for their initial review this month. We respectfully request to be included on the Town Council's February 11, 2019 agenda, if that is possible.

The proposed amendment is as discussed with you in the fall and early winter of 2018, and 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 relaying on the underlying zoning district where they are already permitted uses).
2. Section II. B., has been revised to increase the allowable number of residential dwelling units from 150 to 300, with specific provisions set forth for the maximum number of detached, attached, 55 and older, and affordable units.
3. Section II. F., has been revised to allow retail stores on lots 1, 7, and 8 with retail store being defined by the current Cumberland Land Use Ordinance language.

4. Section III.A.1., the 5 foot driveway setback is removed for driveways shared by 2 or more residential lots.
5. Section III. A. 2., side yard setbacks for interior commercial lots have been reduced from 20 to 15 feet.
6. Section III. A. 2., the 10 foot driveway setback is removed for driveways shared by 2 or more commercial lots.
7. Section III. A. 4., the side yard setback is reduced from 25 to 15 feet for indoor warehouse and storage and wholesale distribution facilities.
8. 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.
9. Section III. B., the frontage requirement for interior commercial lots is reduced from 150 feet to 100 feet.
10. 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.
11. Requirements for private ways for residential uses have been added and are set forth in the attached Exhibit G.
12. Section III. M., has added the following requirements for assisted living facilities and residential care facilities: minimum lot size of two acres; site coverage of 30%; open space of at least 20%; and maximum building height of 50 feet.
13. Exhibit A, Contract Zone Illustrative Plan, has been amended to show a 15 foot wide easement for a path and residential use areas are noted as are other clarifying edits.
14. Exhibit A-1, Legal Description, has been clarified to include changes to date.
15. Exhibit B, Estimated Schedule of Completion, has been updated.
16. 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, eighth 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.

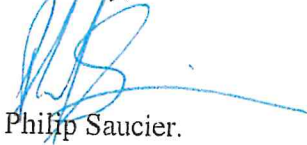
Finally, reference to the approved (and amended) subdivision plan for the property has been deleted to avoid confusion with the Contract Zone Illustrative Plan.

Enclosed with this letter please find the following:

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

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 Landscape Architects, Inc.  
Philip Gleason, Esq.  
Alyssa Tibbetts, Esq., 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~~2019, 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; for additional residential dwelling units; to expand where retail stores can be located; and to add new standards for private roads.

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 February 5, 2019, 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 300 residential dwelling units, which may be either detached dwelling units (single family) or attached duplex or multiplex dwellings, with a total of 150 residential dwelling units on Lots 10A, 10B, and 150 residential dwelling units on Lots 7 and 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 be developed for rent, lease or private sale. ~~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 additional 150 residential dwelling units permitted on Lots 7 and 8 shall consist of the following types and quantities:

- a) A maximum of 40 detached single family units;
- b) A maximum of 60 attached duplex or multiplex units;
- c) A maximum of 50 residential dwelling units for occupancy by person(s) aged 55 years or older;
- d) Affordable Housing which shall be 10% of each residential type proposed listed above, for residents who meet up to 140% of the median income currently published HUD Median Family Income for the Portland, Maine HUD Metro FMR area.

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 existing adjacent residential areas of the Project as set forth in Section III of this Agreement.

D) On proposed Lot 7 only (or on any lot created by further subdivision of Lot 7), indoor warehouse and storage facilities and wholesale distribution facilities as defined in Section 315-4 of the Cumberland Code shall be permitted, provided that such facilities are set back at least 300 feet from the U.S. Route One right of way and only if no residential use is created or existing on the same lot. Indoor warehouse and storage facilities shall include enclosed buildings for the keeping of nonhazardous goods, commodities, equipment, materials or supplies in which buildings there are not any sales, manufacturing, production or repair activity, except on an incidental or occasional basis. Outdoor storage



of any goods, commodities, equipment, materials or supplies in conjunction with an indoor warehouse and storage facility shall not be permitted. If an indoor warehouse and storage facility or a wholesale distribution facility is adjacent to residential property, the buffering requirements set forth in Section III of this Agreement shall apply. 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 Lots 1, 7 and 8 only, retail stores as defined in the Cumberland Zoning Ordinance (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 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 ~~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 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, 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, unless the roads are private and for residential use, in which case the roads may be constructed as set forth in Exhibit G 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 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 Lot 9 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 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 it's assigns.;

#### 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 E**, 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

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

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

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





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

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.

**Cumberland Foreside/Heritage Village Contract Zone**

**Design Requirements for Commercial Properties and Multiplex Dwellings**

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

**A. General Design Guidelines:**

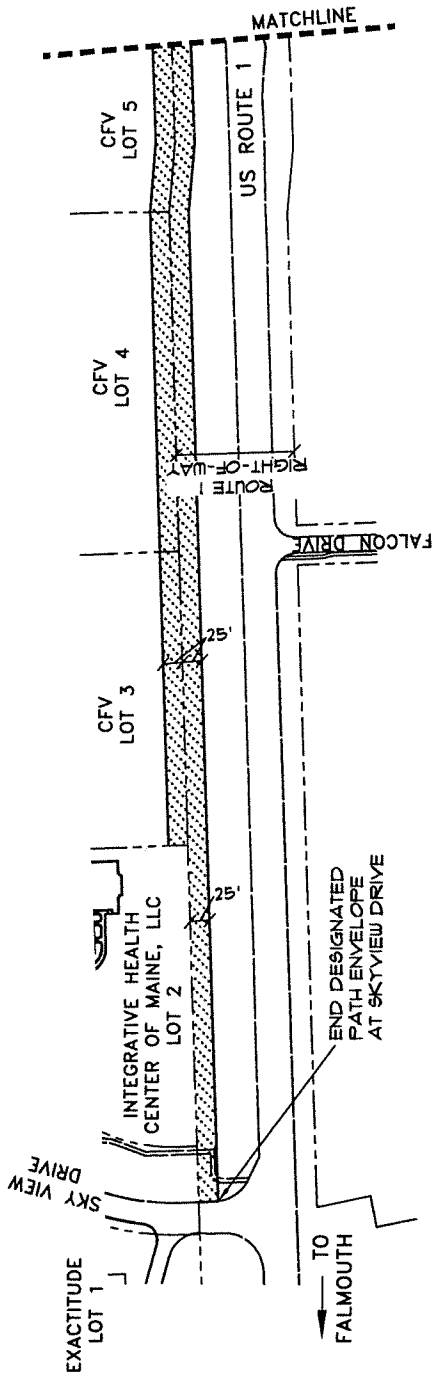
- The design for the buildings at Cumberland Foreside (CFV)/Heritage Village (HV) are to be encouraged to draw upon elements found in traditional New England vernacular architecture.
- All buildings proposed for CFV/HV should be designed by an architect registered in the State of Maine; buildings designed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

**B. Specific Design:**

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

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



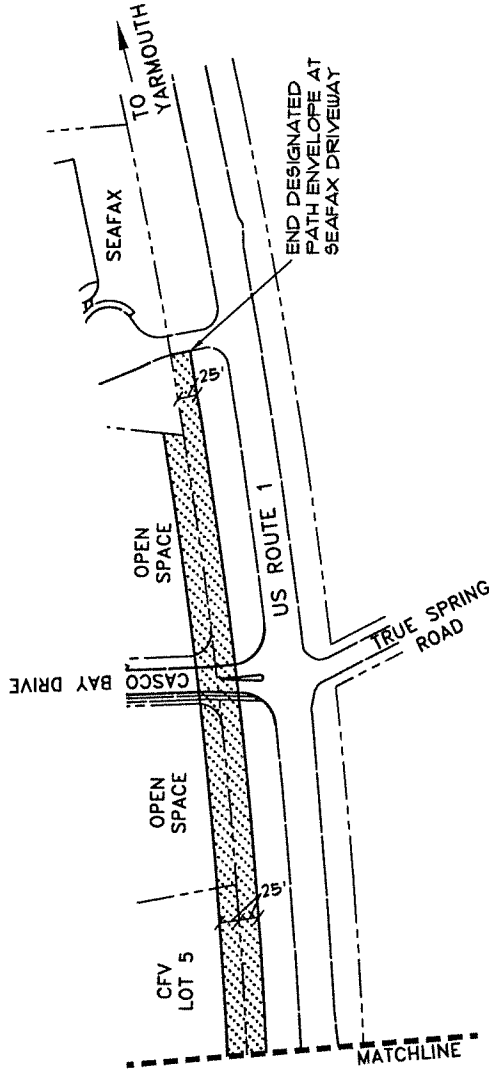


### DESIGNATED PATH ENVELOPE SKYVIEW DRIVE TO LOT 5

#### DESIGNATED PATH ENVELOPE:

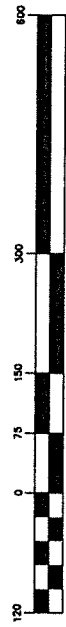
25 FEET ALONG THE ROUTE ONE RIGHT-OF-WAY FROM SKYVIEW DRIVE TO SEAFAX'S DRIVEWAY.

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



### DESIGNATED PATH ENVELOPE LOT 5 TO SEAFAX

#### GRAPHIC SCALE

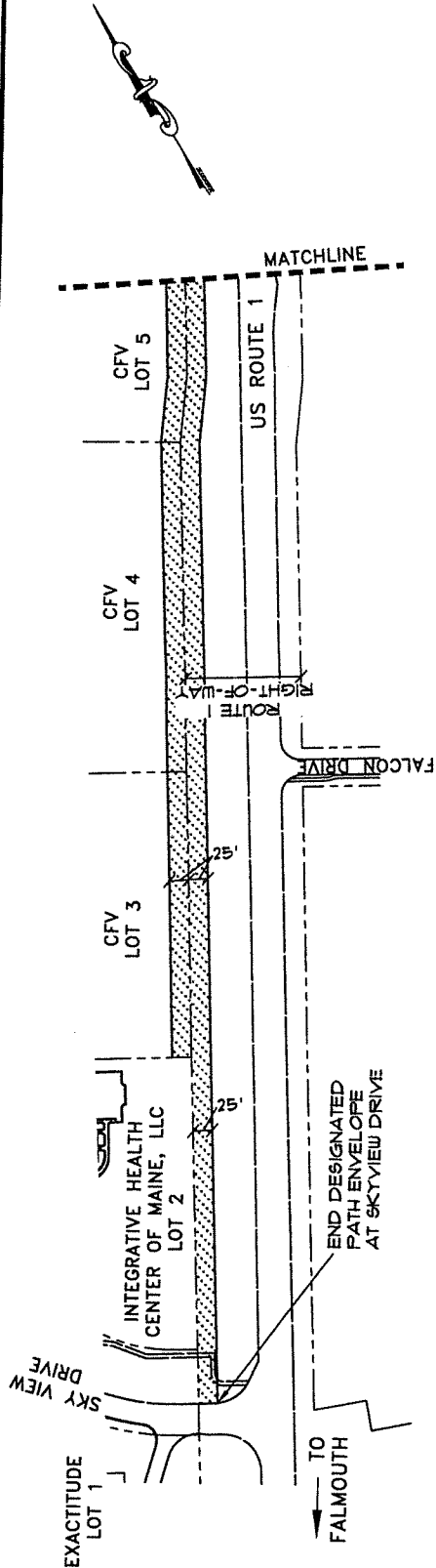


( IN FEET )  
1 inch = 150 ft.

FIFTH AMENDED  
CONTRACT ZONE

EXHIBIT D

COMMON WALKWAY/PATH

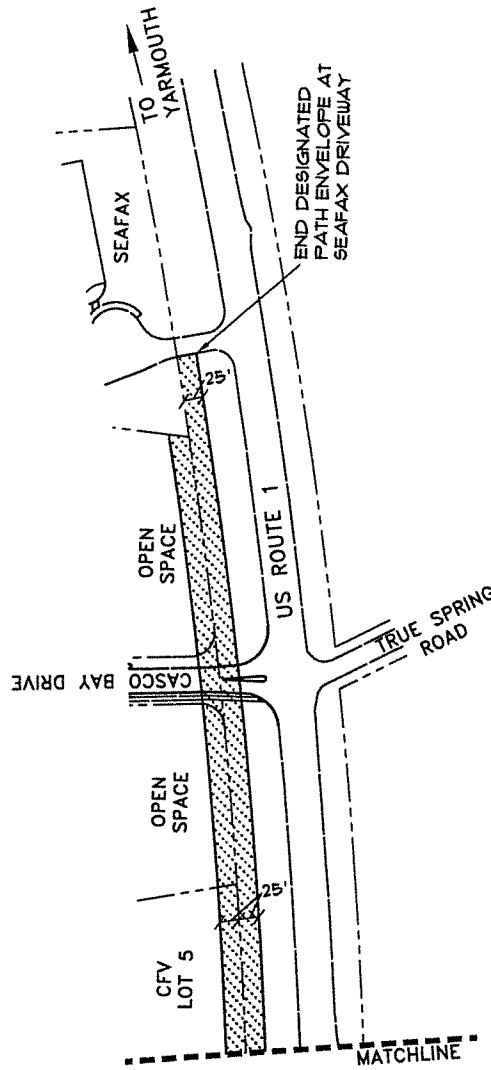


### DESIGNATED PATH ENVELOPE SKYVIEW DRIVE TO LOT 5

#### DESIGNATED PATH ENVELOPE:

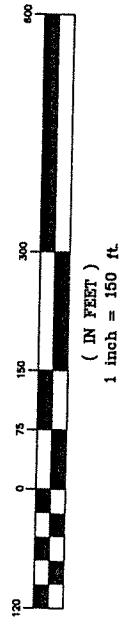
25 FEET ALONG THE ROUTE ONE RIGHT-OF-WAY FROM SKYVIEW DRIVE TO SEAFAX'S DRIVEWAY.

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



FIFTH AMENDED  
CONTRACT ZONE

EXHIBIT E

## APRIL 2016

0	1	NOTES ON ADDITIONAL	2000	1
TESTS	NO	COMPARISON	1000	1
TESTS	NO	COMPARISON	1000	1



CONVENTIONAL SYMBOLS		PROPOSED	
EASTING		EASTING	
	Iron pit found		Stockade fence
	Monument found		Couch low fence
	Utility pole		Catch basin
	Construction Baseline		Water Spout
	Edge of pavement		Sewer manhole
	Right of way line		Drain manhole
	Overhead electric		Fire hydrant
	Water line		Tree
	Storm drain		Gully pipe
	Sewer main		Sig.
	Existing colour		Building

NOTE: GORRILL 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 MAINEDOT 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 MAINEDOT.

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
3-8	STRIPING PLANS
10-31	CROSS SECTIONS

**CLIENT:**  
TOWN OF CUMBERLAND  
2290 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.

Designs	DJG	David LAM	Date: APRIL 2013
Checked	DJR	Steve AS POWN	Job No.: 13.03.03
File Name: 13.03-CDVLA.dwg			

[illegible][illegible]

Screening Name:

Relationships. Responsiveness. Results.  
www.gorillapalmer.com  
207.772.2515

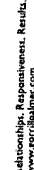


GORRILL  
PALMER

Planning Name:	Title Sheet	Drawing No. 1
Project:	Route 1 Roadway Improvement Project Cumberland, Me	
Sheet:	Town of Cumberland	

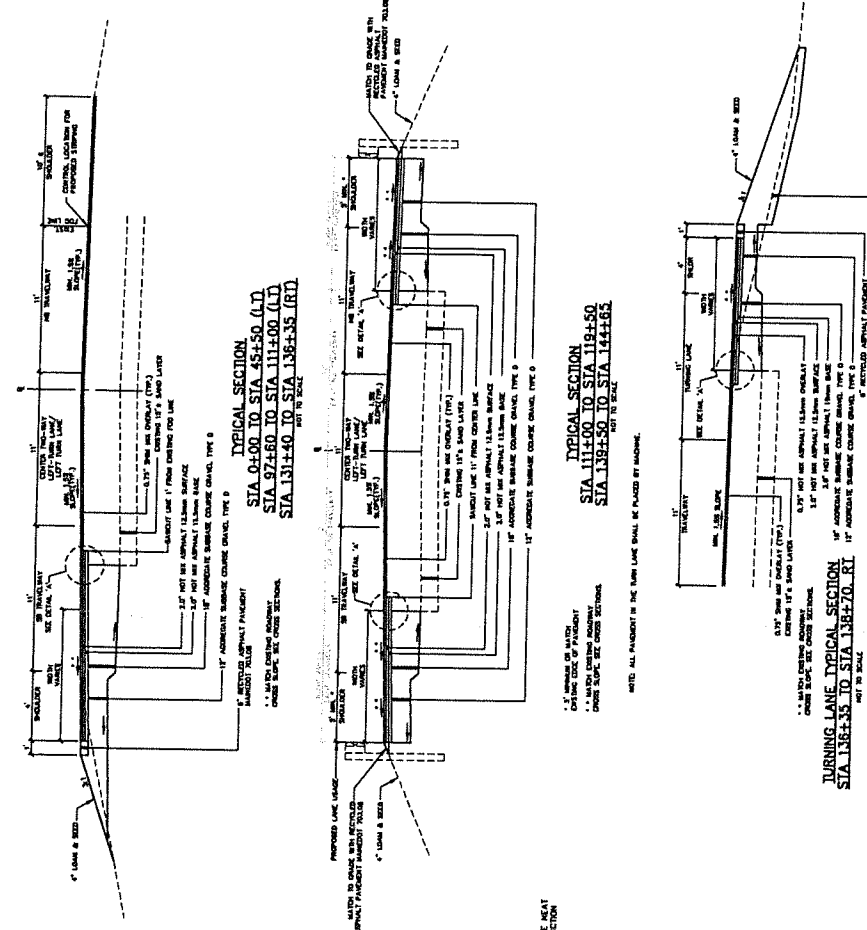
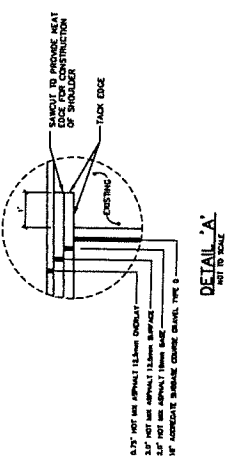
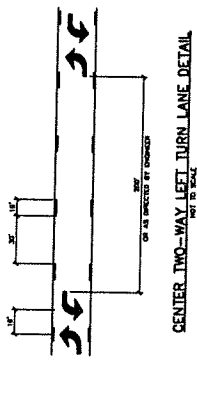
Designs	D-2	Serials	LA 100	Date	APRIL 1976
Character	DCI	Source		App No.	15-16-03
File Number	15-16-03-177-463				

This plan shall not be modified without written permission from Correll Palmer (CP). Any alterations, authorized or otherwise, shall be at the user's sole risk and without



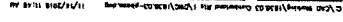
General Notes & Typical Sections  
Route 1 Roadway Improvement Project  
Cumberland, Me  
Town of Cumberland  
290 Tuttle Road, Cumberland, Me 04021

Drawing No. 2

[illegible]

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





Drawing No. 4		Striping Plan																					
Project: Route 1 Roadway Improvement Project		Town of Cumberland																					
Client: Cumberland, Inc.		290 Highway 200, N.																					
Relationship: Representatives, Limited.																							
207.77.1215																							
www.cumberlandinc.com																							
																							
<table border="1"> <thead> <tr> <th>Change</th> <th>By</th> <th>Date</th> <th>Reason</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Change	By	Date	Reason																
Change	By	Date	Reason																				
<p>This plan shall not be modified without written permission from Gorill Palmer (GP). Any modification to this plan shall be made by GP. GP shall be at all times the sole risk and without liability to GP.</p>																							
<p>11-15-2008          CLIENT REVIEW          CLIENT REVIEW          Issued For: _____          Date: _____</p>																							
<table border="1"> <thead> <tr> <th>Rev.</th> <th>Date</th> <th>Revision</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Rev.	Date	Revision																	
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## EXHIBIT G

### 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.





March 13, 2019

Jennifer Grasso  
10 Clipper St  
Cumberland Foreside, ME 04110

Dear Town Councilors, Town Manager, and Town Planner:

Thank you for facilitating a neighborhood meeting last week to discuss Heritage Village's proposed amendment to the current Contract Zone. I live in the abutting neighborhood, Cumberland Foreside Village ("CFV"), with my husband and 4-year old daughter. When we moved here in 2017, I had no idea what a Contract Zone even was, and now I know more about it than I care to admit!

While it is unfortunate that this tract of land (Lots 7 and 8) was not developed in conjunction with our development, I am hopeful that the developer and the Town will finally reach a consensus and develop a plan that is cohesive with the surrounding area. Currently, the surrounding area includes approximately 4 (soon to be 6) businesses, and a total of 175 housing units: 45-single family homes in CFV, 96 apartments in CFV Apartments, 20 condominiums in True Spring Farm, and 14 condominiums in Hawks Ridge. On average, that is a density of 350 residents of the Town of Cumberland.

The reason that I point out the number of residents living in this area is that I hope that the Town Council will keep this in mind when making decisions that will directly impact our quality of life. Throughout this process and these discussions, I will be looking to the Town Council to provide a **clear and unified vision** of what it would like developed on this parcel of land. Our neighborhood has provided insights, and the developer has presented three concepts of what potentially could be built, but without guidance from the Town it is hard to agree to this amendment and see what lies ahead in our future.

Cumberland's Comprehensive Plan and the current budget both indicate the need for commercial businesses in our Town. I believe there is a way to mix commercial with residential in this proposed amendment in a way that is both beneficial to the 350 abutting neighbors as well as to the Town as a whole, *yet in no way should it come at the expense of the surrounding residents.*

The location for this property, while up on a hill, is an extremely convenient location on a busy road just 2 miles in either direction off I-295. I can easily see how multi-level buildings with commercial on one floor and senior condos on the second floor, for example, would be an attractive option. Examples of businesses that I could see thriving in this location while also benefitting residents include a coffee shop, bagel shop, brewery, small grocer, tailor, fitness center, daycare center, farmers' market, or other small businesses.

At the neighborhood meeting, the Town Council asked for our feedback on the amendment and on the concepts that were presented. My feedback is as follows:

**Concept A (Mixed Residential and Commercial):** Allowing for at least one retail space is a welcome addition. I also like the idea of having a medical/residential care facility, and think it is necessary to have more of them in our state. I would prefer seeing this located on Lot 7 and not directly abutting my neighbors on Lot 8 (think about transition, lighting, noise, etc.). I also like the idea of creating more 55+ housing options, but think that the number of housing units (24) and apartment buildings (4) is too high. While it looks feasible, from a land use perspective this does not seem like a

responsible way to develop this land. People, and especially medical facilities/care units, **need** access to more open green space and I do not see any open green space depicted on this concept drawing. If, for nothing else, the 8 apartment buildings that were approved and built in CFV should serve as an example of what offering no open green space looks like. There is an abundance of parking lots, but almost no open space for residents to recreate or to walk/play with their dogs (of which there are many).

**Concept B (All Commercial):** This concept plan seems a bit uninspired and has one building too many closest to the residential neighborhood.

**Concept C (All Residential):** This plan seems to be the only one of the three to offer some 'open space' yet I could argue the need for more. It would be preferential, and a better transition, to build the houses next to the current residential neighborhood and move the apartment buildings/condos to Lot 7.

**Stormwater drainage:** All three concepts appear to have one thing in common—a plethora of stormwater filters. The benefit of building on a quarry! Each of the concepts show a total of 15-20 stormwater drainage filters, all of which will be costly to maintain. Who will be responsible for maintaining these structures? Will this be made clear to the homeowners and business owners who are to share the expense? Will the DEP approve this many? Do homeowners have the technical ability to maintain these filters, especially if all housing is 55+? It would be unfortunate on either side if these filters ever failed as the water would flow directly onto I-295 and Route 1. The doctor's office in Lot 2 has already experienced a failed or improperly installed stormwater system, as he had to build a swale to catch the runoff that was coming from an undeveloped Lot 8 above.

**CZA Amendment:** As this is likely to be the last amendment to this Contract Zone, I would urge the Town Council to thoroughly consider the changes that are being requested. My only thoughts would be to reduce the total number of residential housing lots requested (an additional 150 seems high), require more open vegetated space (primarily more than the 20% allotted for the residential care facility), and require a buffer between two residential developments to provide a bit of privacy to both. As a courtesy to the existing neighborhood, any chance to start building a buffer now would be greatly appreciated!

While I do recognize the fact that I am neither a developer nor an expert in market trends, I do see the potential of this piece of property and I am certain that it can be developed in a sustainable way that is cohesive with the existing residential neighborhoods and businesses. Examples of what I believe would be ideal options include: [Rock Row](#) being developed in Westbrook (though obviously a scaled-down version), the [energy efficient neighborhood](#) being proposed in South Portland, or a similar development to [Thornton Oaks Retirement Community](#) in Brunswick. As the country's oldest state, there is also a high demand for age 55+ one-story condos with amenities (fitness center, walking trails, etc.) that cost under \$400k (think of almost every gated community in Florida).

Thank you again for accepting feedback on this very important project for Cumberland's future. I will be at the Town Council/Planning Board workshop on March 19<sup>th</sup> and likely all subsequent meetings on this proposal should you have any questions. I look forward to hearing the Town Council and the developer's vision for this property and look forward to working with the Town throughout this process.

Sincerely,

Jenn Grasso





**Town of Cumberland  
Neighborhood Meeting with – Heritage Foreside Village  
Council Chambers**

**March 7, 2019, 6:00 PM**

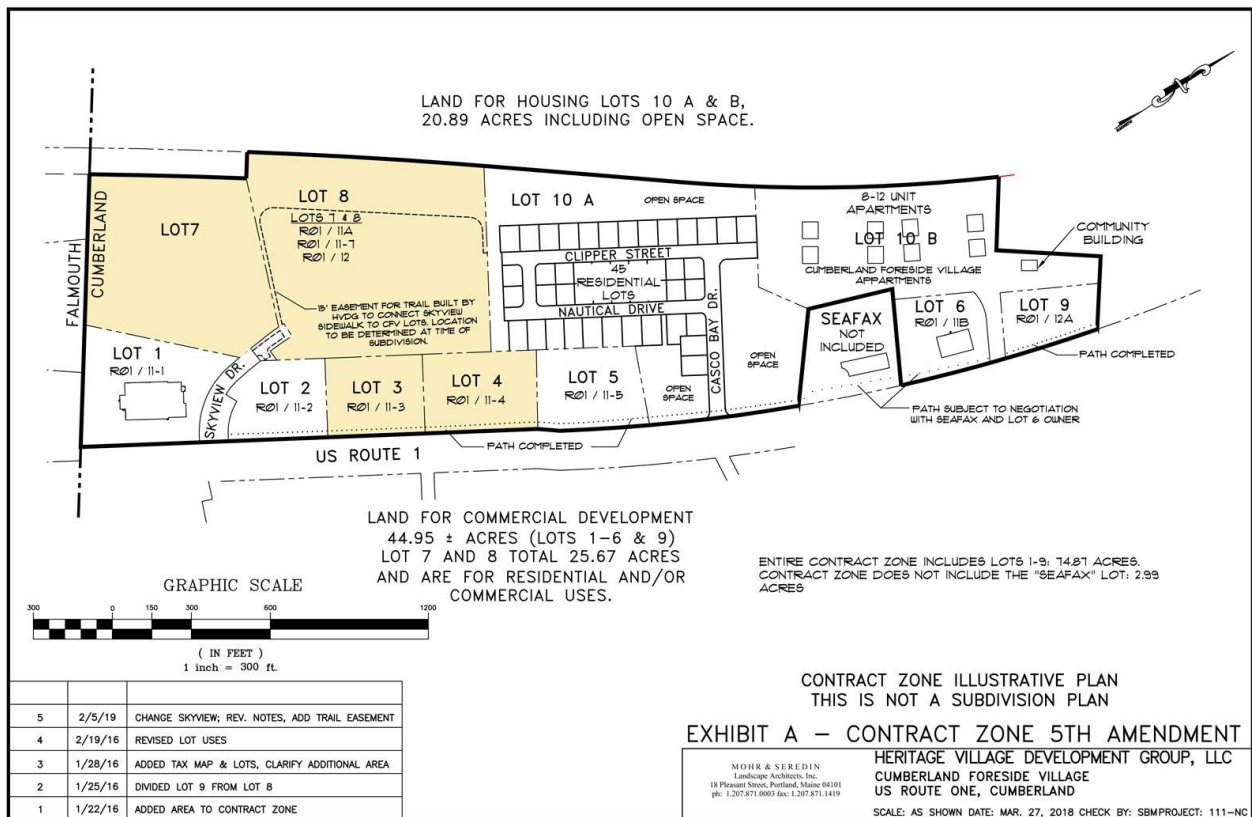
- I. Welcome – Town Council Chairman, Ron Copp**
- II. Purpose of the Meeting - To get Neighborhood Input**
- III. Heritage Village Presentation – Steve Mohr & Phil Gleason**
- IV. Neighborhood Q&A**
- V. Adjournment – Next Meetings – Tentative Dates**
  - A. Town Council & Planning Board Workshop- March 19<sup>th</sup> – 6PM
  - B. Town Council Hearing to send to Planning Board – March 25<sup>th</sup> or April 8
  - C. Planning Board Public Hearing – April 16<sup>th</sup>
  - D. Town Council Public Hearing - April 22<sup>nd</sup> or May 13th

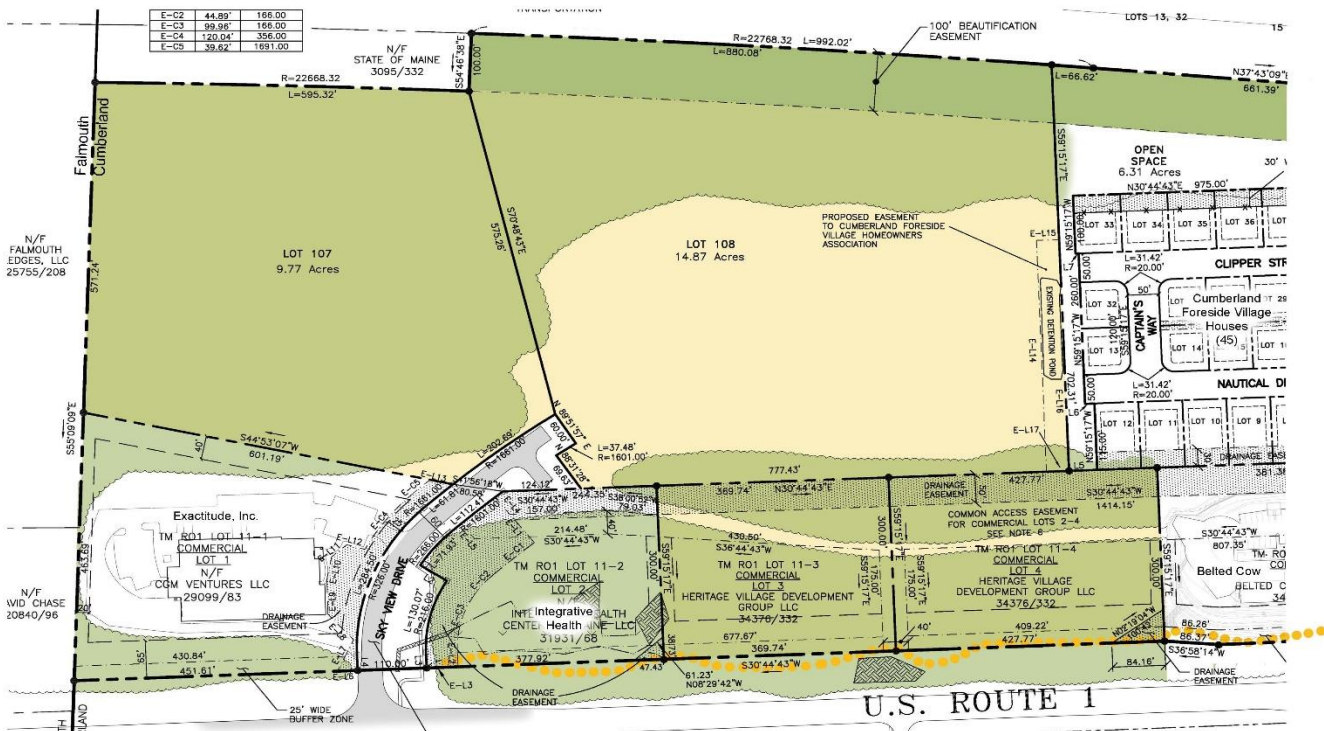
**Town Council Facilitated Neighborhood Meeting**  
**Heritage Village CZA Amendment**  
**March 8, 2019**  
**6:00 P.M.**

Chairman Copp welcomed everyone.

Town Manager Shane gave an overview of the development of the property to date, the contract zone amendment timeline and process, and explained that the purpose of this meeting is to get information and comments from the neighborhood after hearing the presentation by the development team.

Steve Mohr reviewed the different development options below:





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

February 2019

**WALSH**  
THE JEWELLERS OF THE ROYAL WARRANT  
ESTABLISHED 1791 • 1, ADELPHI WALK, LONDON WC2N 4LE

**MOHR & SEREDIN**  
Landscape Architects, Inc.  
8 Pleasant Street, Portland, Maine 04101  
tel: 1.207.871.0003  
fax: 1.207.871.4444





### Site Concept A - Mixed Residential & Commercial Development Concept

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

GRAPHIC SCALE  
0 25 50 100  
Feet  
February 2019

**WALSH**  
ARCHITECTS  
1000 Main Street, Portland, ME 04101  
Tel: (207) 781-1000  
Fax: (207) 781-1001

WORK & DESIGN  
Landscape Architect  
1000 Main Street, Portland, ME 04101  
Tel: (207) 781-1000  
Fax: (207) 781-1001



### Site Concept B - Commercial Development

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

GRAPHIC SCALE  
0 25 50 100  
Feet  
February 2019

**WALSH**  
ARCHITECTS  
1000 Main Street, Portland, ME 04101  
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WORK & DESIGN  
Landscape Architect  
1000 Main Street, Portland, ME 04101  
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Fax: (207) 781-1001





## Site Concept C - Residential Development

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



February 2019

**WALSH**  
LANDSCAPE ARCHITECTS, INC.

WALSH & SERRIN  
Landscape Architects, Inc.  
13 Pleasant Street, Portland, Maine 04101  
Tel: (207) 633-1000  
Fax: (207) 633-1001

## Summary of Proposed Amendment to Contract Zone Agreement Heritage Village Development Group, LLC

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. B., has been revised to increase the allowable number of residential dwelling units from 150 to 300, with specific provisions set forth for the maximum number of detached, attached, 55 and older, and affordable units.
3. Section II. F., has been revised to allow retail stores on lots 1, 7, and 8 with retail store being defined by the current Cumberland Land Use Ordinance language.
4. Section III. A. 2., side yard setbacks for interior commercial lots have been reduced from 20 to 15 feet.
5. Section III. A. 2., the 10 foot driveway setback is removed for driveways shared by 2 or more lots.
6. Section III. A. 4., the side yard setback is reduced from 25 to 15 feet for indoor warehouse and storage and wholesale distribution facilities.
7. 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.
8. Section III. B., the frontage requirement for interior commercial lots is reduced from 150 feet to 100 feet.
9. 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.
10. Requirements for private ways for residential uses have been added and are set forth in the attached Exhibit G.
11. Section III. M., has added the following requirements for assisted living facilities and residential care facilities: minimum lot size of two acres; site coverage of 30%; open space of 35%, and maximum building height of 50 feet.
12. Exhibit A, Contract Zone Illustrative Plan, has been amended to show a 15 foot wide easement for a path and residential use areas are noted as are other clarifying edits.
13. Exhibit A-1, Legal Description, has been clarified to include changes to date.
14. Exhibit B, Estimated Schedule of Completion, has been updated.
15. 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.

There was a question regarding buffering and when the buffer would happen.

Mr. Mohr said that buffering would depend on what type of development happens on these lots. Residential to residential development buffering would default to the Town's ordinance requirements. However, there are some evergreens that will be planted in the current buffer. It got too late in the season last year to plant them.

Mr. Moriarty suggested that at the joint Planning Board and Town Council workshop, Mr. Mohr's slides should show the different options (apartments, condos, commercial, and senior residential) in different colors for ease of differentiating them from each other.

Councilor Storey-King said that the residents of Middle Road have to endure the light pollution from the current development and apartment buildings.

Councilor Turner said that from a tax perspective, we need more commercial entities in this Town. This is one of the last pieces of commercial land left.

Mr. Knupp said that the neighbors are getting very tired of going through this drill time after time. He feels that the plans with one road in and one road out is a public safety issue.

Mr. Mohr reminded everybody that his presentation is only a concept at this point and they have not been through site plan review. These are only illustrations for the purpose of discussion.

Mr. Knupp asked where senior housing is envisioned.

Mr. Mohr said that senior housing could be mixed throughout the project.

Kim (?) asked if there has been any thought to residential development on Lot 7 and commercial to Lot 8.

Mr. Mohr said that it is certainly a possibility.

Tom Foley asked if the Towns of Falmouth and Cumberland communicate with each other to consider the big picture of the Route One corridor.

Councilor Bingham said that the most recent collaboration was the Middle Road project and Falmouth was not interested in working together. We would be willing to work with them to coordinate projects, but we will continue to try, but it has not been reciprocal in the past.

(No name) the Town Planner should look closely at the effects that residential development that is not controlled will have on the school system.

Bridget King said that the abutting neighborhood will always be concerned with buffering and lighting for those homes closest to the slope. Most residents will not be excited about commercial development or apartments abutting them.

Town Manager Shane said we have an opportunity here. This is not another hurdle. The developer is looking for feedback and he would like to see a plan defined and agreed upon.

Councilor Gruber said that his push would be for senior housing and we need to have more than the 10% allotted. We need to take care of our seniors.

Meeting ended at 7:22 P.M.

Respectfully submitted by,

Brenda Moore  
Council Secretary



Neighborhood Meeting re: Heritage Village Contract Zone Amendment  
March 8, 2018  
6:00 P.M.  
Town Council Chambers

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Chris Lidon	6 Nautical Dr	CLIDON26.2@gmail.com
Steve Moriarty	112 Oak St	
Amy Martin	50 Meadow Ln	
Tom Foley	29 Grinnick Ridge Rd	TomFoley@yahoo.com
Lisa Andrews	11 Clipper St	andy 6190@yahoo.com
Adrienne Bogardus	11 Clipper	adrienneandjimmy@gmail.com
Carrie Roberts	17 Clipper St	Carrie@carrierobertsllc.com
Rob Knapp	4 Eagles Way, Hawks Ridge	robknapp@SASLLP.com