

# ITEM 17-038

To hold a Public Hearing to consider and act on a Contract Zone amendment for Cumberland Foreside Village, as recommended by the Planning Board

## **Notice of Decision**

**Date:** March 2, 2017

**To:** Bill Shane, Town Manager  
Town of Cumberland  
290 Tuttle Road  
Cumberland, ME 04021

**Re:** ***Public Hearing: Recommendation to Town Council to amend the Contract Zoning Agreement for Cumberland Foreside Village to;*** ***1. Require plantings within the I-295 buffer along Lot 100 to screen the multiplex dwelling units, 2. Remove requirement to build sidewalk along buildings and trail within the I-295 buffer as previously stated in Exhibit D to the CZA (Design Guidelines for Commercial Properties and Multiplex Dwellings), 3. Require construction of a common walkway/path within the Route 1 right of way from Sky View Drive to Seafax and 4. Remove additional Route 1 buffer requirement for Lot 9, provided that the front setback is met and sufficiently vegetated.*** Applicant; Cumberland Foreside Village Housing, LLC, Tom Greer, P.E., Pinkham and Greer, Representative. ***Tax Map R01; Lots 11-1, 11-2, 11-3, 11-4, 11-5, 11-7, 11A, 11B, 11C, 12 & 12A,***

This is to advise you that on February 28, 2017, the Planning Board voted to recommend to the Town Council to approve the amended Contract Zone Agreement for Cumberland Foreside Village to ***1. Require plantings within the I-295 buffer along Lot 100 to screen the multiplex dwelling units, 2. Remove requirement to build sidewalk along buildings and trail within the I-295 buffer as previously stated in Exhibit D to the CZA (Design Guidelines for Commercial Properties and Multiplex Dwellings), 3. Require construction of a common walkway/path within the Route 1 right of way from Sky View Drive to Seafax and 4. Remove additional Route 1 buffer requirement for Lot 9, provided that the front setback is met and sufficiently vegetated with David Chase for Cumberland Foreside Village LLC, with an amendment to the last sentence of Section III - A) - (5) to remove the clause “shall be substantially the same location as shown on exhibit E” and replace with “shall be field located” and to amend exhibit D to remove reference to exhibit E.***

Cumberland Planning Board

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Stephen Moriarty, Board Chair

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

**AND**

**CUMBERLAND FORESIDE VILLAGE, LLC**

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

This Amended and Restated Contract Zoning Agreement is entered into **this 28<sup>th</sup> day of MARCH 2017**, by and between the Town of Cumberland, a municipal corporation (the “Town”), and Cumberland Foreside Village, LLC, a Maine limited liability company (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 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 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 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 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 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 ~~desire to amend~~ 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 \_\_\_\_\_, Page \_\_\_\_\_ (the “2016 Amended and Restated Agreement”); and

WHEREAS, the Town and the Developer desire to amend and restate the 2016 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.

NOW THEREFORE, the 2016 Amended and Restated ~~Original~~ 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, ~~and 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, 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 on **Exhibit A** (the “Plan”) and more particularly described in **Exhibit A-1** attached hereto; and

WHEREAS, the Developer ~~received intends to submit an application for~~ 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 attached hereto as **Exhibit B** (the “Subdivision Plan”); and

WHEREAS, the Developer’s Estimated Schedule of Completion of the Project is attached hereto as **Exhibit C**; 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 ~~April 11, 2016~~ \_\_\_\_\_, 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 District, including assisted living facilities.

B) Up to 150 residential dwelling units, which may be either detached dwelling units (single family) or attached duplex or multiplex dwellings, on Lot 8 as shown on the Plan; said residential development to include buffering as set forth in Section III of this Agreement. Individual house lots shall contain not less than 5,000 square feet. Multiplex dwelling units shall be developed for rent or lease only and shall not be converted to condominiums for private sale without prior approval of the Town Council. At least one dwelling unit contained within each multiplex dwelling structure developed under this Paragraph must be occupied by a tenant that is 55 years of age or older and at least 20% (not less than nineteen) of the total dwelling units contained within all of the multiplex dwelling structures developed under this Paragraph must be occupied by a tenant that is 55 years of age or older. The Developer shall have the right to (i) vary the mix between

detached dwelling units, duplex and multiplex dwellings, and (ii) convey or subcontract all or any portion of the Project to one or more third parties, subject to the provisions of this Agreement. The residential development permitted under this Paragraph shall be subject to the net residential density requirements of Section 315-43(E); provided, however, that the requirements of Section 315-43(E) shall not apply to the development of multiplex dwellings under this Paragraph. The development of multiplex dwellings permitted under this Paragraph shall also be exempt from the regulations of Section 315-44 of the Cumberland Code related to multiplex dwellings.

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

D) On proposed Lot 7 only, 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 Lot 1 only, retail stores (uses may include any shop or store for the retail sale of goods or personal services, excluding any drive-up service, freestanding retail stand, gasoline and motor vehicle repair service, new and used car sales and service, and trailer and mobile home sales and service).

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

H) Site preparation activities including grading and aggregate processing, as defined in Section 315-4 of the Cumberland Code, which substantially alter terrain and site character shall be permitted subject to the requirements set forth herein. Site preparation activities shall be permitted by the Developer and/or his subcontractor and shall include aggregate processing of materials on site for use in conjunction with the development of the site or off-site, but shall not be permitted unless in preparation of the site for proposed

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

### III. Restrictions within the Contract Zone:

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

#### (1) setbacks for detached dwelling units:

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

#### (2) setbacks for commercial lots:

- Front yard setback not less than 25 feet.
- Side yard setback not less than 20 feet each side.
- Rear yard setback not less than 40 feet.



- Driveway setback not less than 10 feet.
  - 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 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 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 feet each side.
- Rear yard setback not less than 25 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 5' tall when planted. Plantings shall be required within the portion of the setback that runs along Lot 100 as shown on **Exhibit B** 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.

C) The length of Skyview Drive, the dead-end road serving the commercial portion(s) of the Project, shall be not more than 3,000 feet, and the road right-of-way be established at 50 feet in width, with a paved width of at least 24 feet (base shall be 30 feet wide), a five foot paved sidewalk for Skyview Drive, a four foot esplanade and an enclosed drainage system. All other roads within the project shall be constructed with a paved width of at least 24 feet, curbing and a five foot paved sidewalk.

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 D-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, 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 (Seafax) as shown on Exhibit E. 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 B, 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 aAnything in Section III(A) above to the contrary ~~notwithstanding~~, the building setback from Route 1 ~~shall be~~ 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 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.

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 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 the widening, paving and striping of a designated portion of Route 1 pursuant to the plan titled "Route 1 Improvements" drafted by Gorrill-Palmer Consulting Engineers and dated July 2007, attached hereto as **Exhibit EF**, or as otherwise approved by the Town Council.

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

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

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

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

F) Binding Covenants: The above-stated restrictions, provisions, and conditions are an essential part of this contract and shall run with the subject premises, shall bind the Developer, its successors and assigns with respect to the Project or any part thereof or any interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit of and be enforceable by, the Town, by and through its duly authorized representatives. However, if all site work related to the infrastructure on the subdivision plan is not substantially completed within five (5) years from the date of this Amended and Restated Agreement, then the Town Council shall review the status of the project and shall determine whether to initiate a rezoning of the property to the current zoning classification as it exists at the time of the rezoning determination.

G) Severability: In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full

force and effect, and the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

[SIGNATURE PAGE TO FOLLOW]

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

WITNESS:

TOWN OF CUMBERLAND

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

By: \_\_\_\_\_  
William R. Shane  
Town Manager

CUMBERLAND FORESIDE VILLAGE, LLC

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

By: \_\_\_\_\_  
David Chase  
Sole Member and Manager

State of Maine  
County of Cumberland, ss.

**March 27, 2017**

\_\_\_\_\_

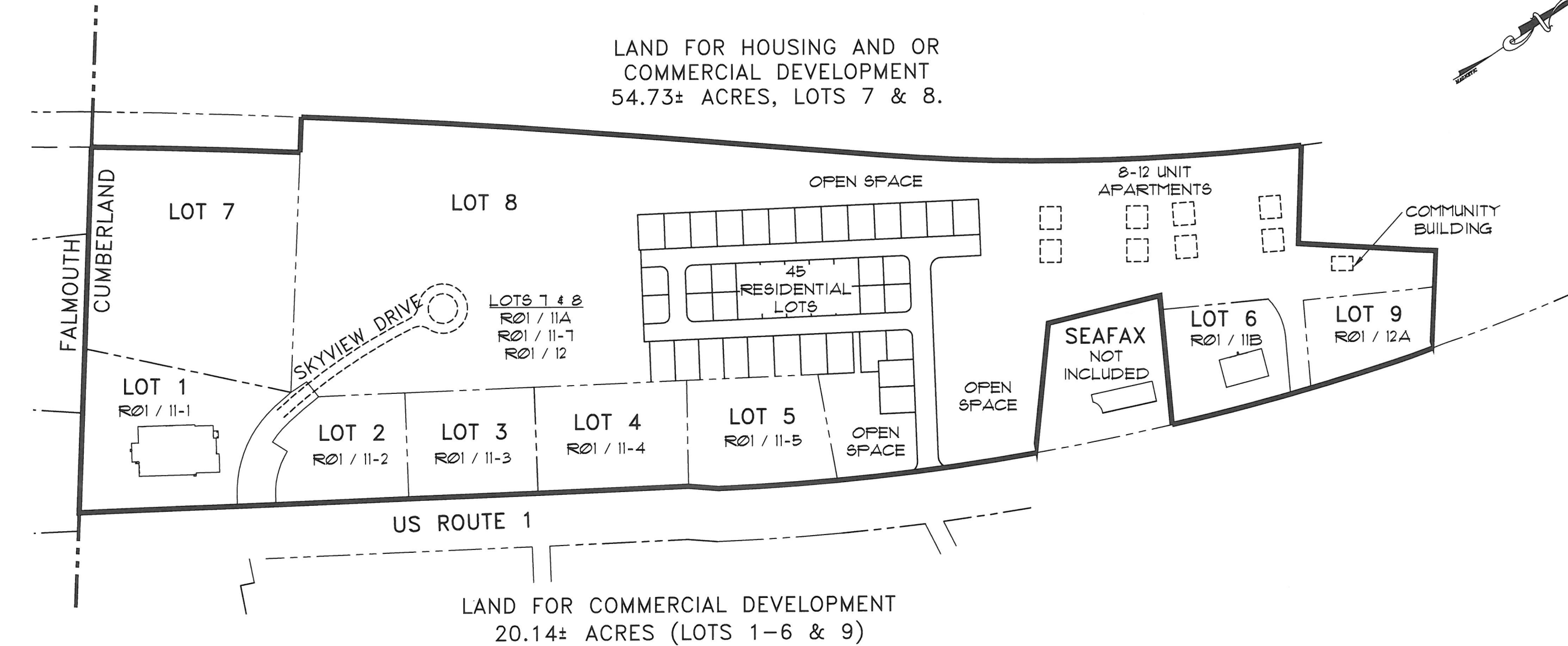
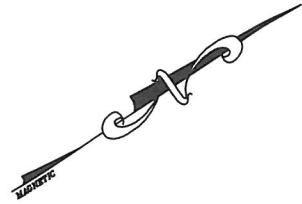
Then personally appeared the above-named William R. Shane in his capacity as Town Manager of the Town of Cumberland and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Cumberland.

Before me,

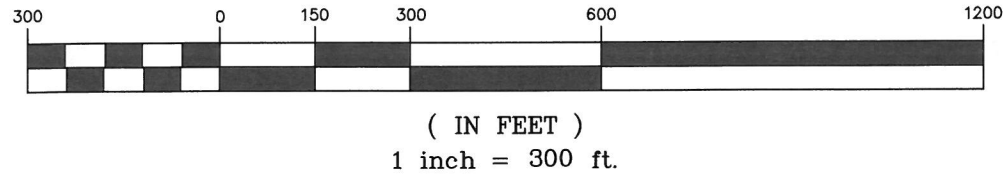
\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



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



GRAPHIC SCALE



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

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

EXHIBIT A – CONTRACT ZONE AMENDMENT

**PINKHAM & GREER**  
**CIVIL ENGINEERS**  
28 VANNAH 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

**Exhibit A-1**

Description  
of  
Amended Contract Zone

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 Eleanor A. Randall 396.71 feet to other land of said Eleanor A. Randall;

Thence S-36°-22'-36"-E along land of said Eleanor A. Randall 274.45 feet to Said U.S. Route One;

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

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

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

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

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

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

Thence S-30°-44'-43"-W along said U.S. Route One 1737.05 feet to the point of beginning; all bearings are magnetic.



LINE	LENGTH	BEARING
E-L1	49.98	N84°10'10"W
E-L2	27.06	S59°15'17"E
E-L3	50.00	S30°44'43"W
E-L4	37.57'	S84°10'10"W
E-L5	33.91'	S84°10'10"W
E-L6	32.03'	S30°44'33"W
E-L7	60.00'	N31°42'16"W
E-L8	60.00'	S8°06'31"W
E-L9	60.00'	N58°40'48"W
E-L10	40.00'	N46°11'29"W
E-L11	32.00'	N08°03'52"E
E-L12	30.00'	N48°15'26"E
E-L13	37.86'	N44°53'07"E

LINE	LENGTH	BEARING
L2	50.00	N65°14'51"
L3	27.06	S59°15'17"
L4	27.06	N59°15'17"

CURVE	LENGTH	RADIUS
E-C1	89.81'	1501.00
E-C2	44.89'	166.00
E-C3	99.96'	166.00
E-C4	120.04'	356.00
E-C5	39.62'	1691.00

N/F  
STATE OF MAINE  
DEPARTMENT OF  
TRANSPORTATION

EXISTING

Diagram illustrating the relationship between the three levels of the hierarchy:

- Top level: Solid line
- Middle level: Dashed line
- Bottom level: Solid line with dots

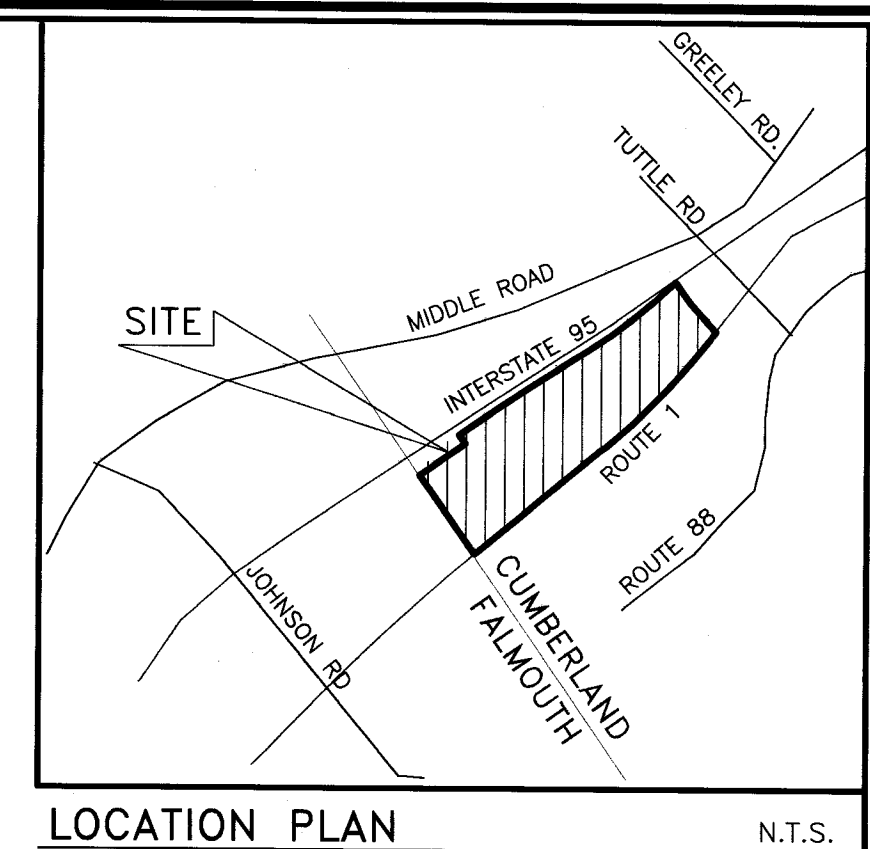
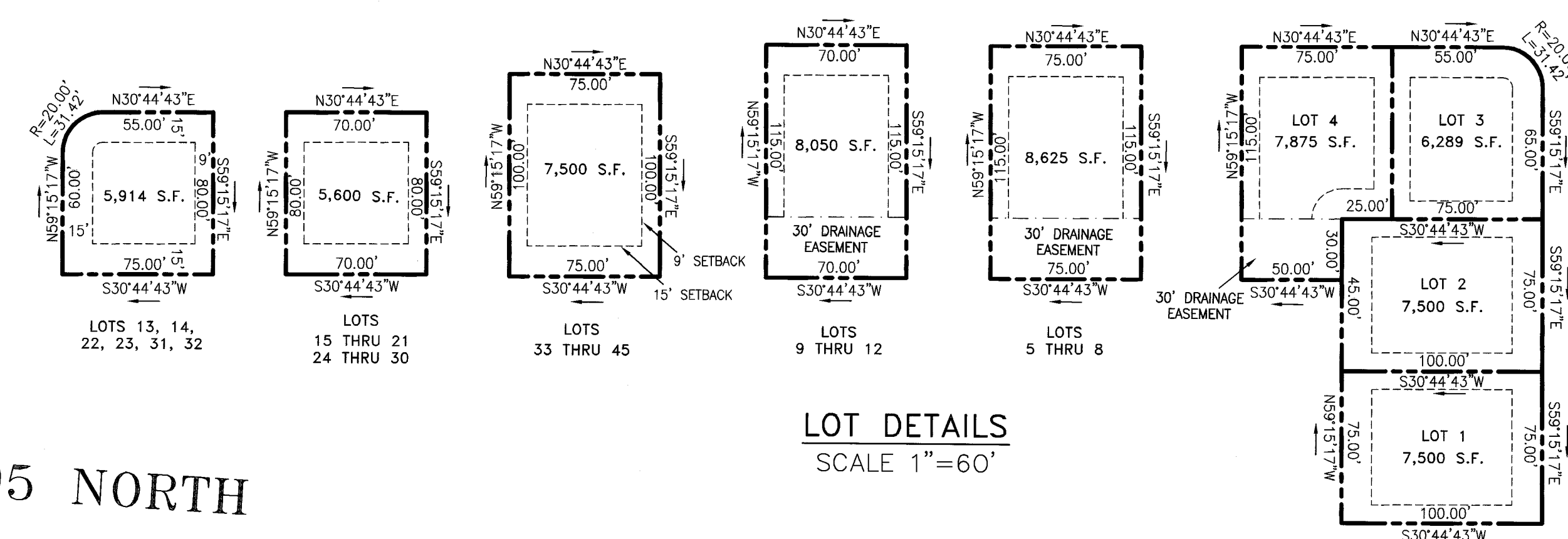
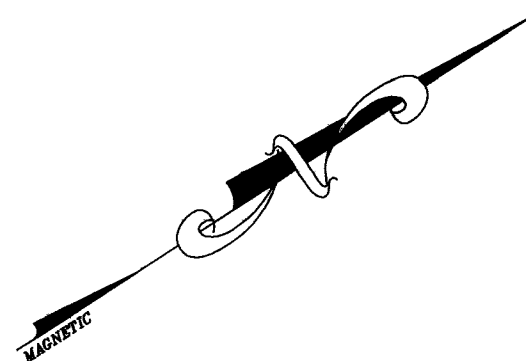
Arrows indicate that the middle and bottom levels are related to the bottom level.

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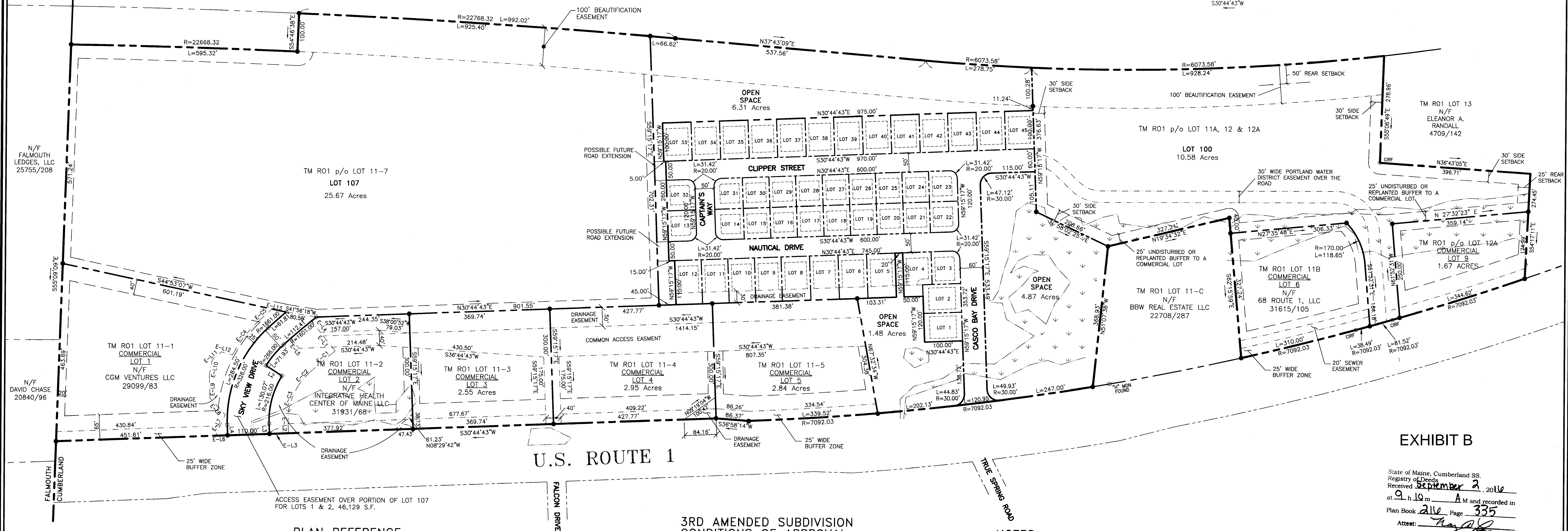


BUILDING SETBACK  
EASEMENT  
BUFFER  
CMP TRANSFORMER EASEMENT  
BOUND TO BE SET  
IRON PIPE TO BE SET



INTERSTATE 295 NORTH

LOT DETAILS  
SCALE 1"=60'



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

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

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

IF AN ASSISTED LIVING FACILITY, DUPLEX OR 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.

1. ALL FEES SHALL BE PAID PRIOR TO PRE-CONSTRUCTION CONFERENCE.
2. A PERFORMANCE GUARANTEE IN AN AMOUNT ACCEPTABLE TO THE TOWN MANAGER SHALL BE PROVIDED PRIOR TO THE PRE-CONSTRUCTION CONFERENCE.
3. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION.

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

## 1. SCALE OF SUBDIVISION PLAT

1. SCALE OF SUBDIVISION PLAT

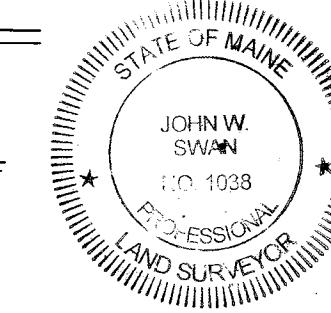
1. OWNERS OF RECORD:  
CUMBERLAND FORESIDE VILLAGE, LLC, 50 GRAY ROAD, FALMOUTH, MAINE  
BOOK 23549, PAGE 231  
BOOK 23628, PAGE 23  
BOOK 29433, PAGE 72  
BOOK 31615, PAGE 105  
BOOK 32477, PAGE 266  
BOOK 32827, PAGE 24

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

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

8-22-2016  
DATE

  
JOHN W. SWAN, PLS NO. 1038



State of Maine, Cumberland SS.  
 Registry of Deeds  
 Received September 2, 2016  
 at 9 h 10 m A M and recorded in  
 Plan Book 216 Page 335  
 Attest: Ray A. [Signature]  
 Registrar

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

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

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

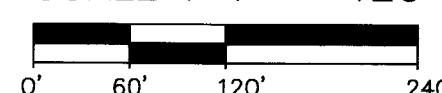
Drawn By	RWC	Date	Job No.
Trace By	RWC	AUGUST 18, 2016	2001-219 C
Check By	JWS	Scale	Drwg. No.
Book No.	FILE	1" = 120'	1-SD

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

John C. Bennett  
~~John C. Bennett~~  
Theresa Malone Kelly

8-16-16

SCALE : 1" = 120'



## EXHIBIT C

### Estimated Schedule of Completion

Cumberland Foreside Village

February 2016

- |    |   |                                |
|----|---|--------------------------------|
| A. | Schedule of Regulatory Review                                   | 2016                           |
| -  | Complete project plans and supporting documents                 | 1-2 Months                     |
| -  | Planning Board Subdivision Review                               | 4-5 Months                     |
| -  | Planning Board Site Plan Review (concurrent with subdivision)   | 1-2 Months                     |
| -  | Planning Board anticipated approval within                      | 2-4 Months                     |
| -  | DEP SLODA review with approval                                  | 2-4 Months                     |
| B. | Anticipated Construction Schedule                               |                                |
| -  | Start construction within 1 month of approval (Lot 8)           | 2016-2019                      |
| -  | Construction of subdivision road & infrastructure               | 12-24 Months                   |
| -  | Sitework – Lot 8  | Begin mid Feb 2016 – 24 Months |
| -  | Sitework complete on lots within 60 Months – total elapsed time |                                |
| o  | (maximum of 2 years on any one lot)                             |                                |
| -  | Subdivision infrastructure – roads substantially complete       | 24 Months                      |



## Cumberland Foreside Village Contract Zone

### Design Guidelines for Commercial Properties & Multiplex Dwellings

The following design guidelines have been prepared as a part of the Contract Zone for the Cumberland Foreside Village Subdivision. These guidelines 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.

#### General Design Guidelines:

- The design for the buildings at Cumberland Foreside Village (CFV) are encouraged to draw upon elements found in traditional New England vernacular architecture.
- All buildings proposed for CFV 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 structure can be referred to with regard to this guideline.

#### Specific Design Guidelines:

- Exterior siding materials are encouraged to be traditional building materials common to Northern New England. The use of split-face concrete block should be used in limited quantities. The use of asphalt shingles, metal siding 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 should be avoided.
- All functional elements visible on the exterior of the structure (e.g., 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. 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 (e.g., those under 5,000 s.f.), flat roofs should be avoided on one-story structures. Pitched roofs with traditional slopes (e.g., higher than 8 in 12) are encouraged. Where the roof will be visible from adjoining public ways, the roofing materials should be selected so as to complement the building's façade. Preferred roofing materials shall include architectural grade asphalt shingles, standing-seam metal roofing, or natural materials.
- Color selected for the exterior of buildings should be earth-toned, or colors that are muted and not garish. The use of bright colors should be limited to areas where accents are desired (e.g., doors, window trim, entrances, etc.).
- Where roofs are flat, parapets or other architectural elements should be used to break up a large expanse (e.g., greater than 80 feet) of flat roof-line. Roof-top mounted mechanical or other equipment shall be screened.
- 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, etc.
- Buildings with multiple entrances or uses shall be designed to be visually unified through complementary detailing and use of materials.
- Separate accessory structures on the same lot as a principal structure should 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' paved walkway, with 10' of cleared space, is required within the Route 1 buffer zone as shown on the ~~Plan~~Exhibit B and Exhibit F.
- Signage shall consist of natural materials (wood, stone, etc.) and shall not be internally lit.



# ROUTE 1 ROADWAY IMPROVEMENTS CUMBERLAND, MAINE – CUMBERLAND COUNTY

APRIL 2016

PLAN SHEET NO.	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1	MAINE	MAINDOT 001 XXXX	1	9

CUMBERLAND, ROUTE 1

## CONVENTIONAL SYMBOLS

EXISTING	PROPOSED	EXISTING	PROPOSED
Iron pin found		Stockade fence	
Monument found		Chain link fence	
Utility pole		Catch basin	
Construction Baseline	10+00	Water Shutoff	
Edge of pavement		Sewer manhole	
Right of way line		Drain manhole	
Overhead electric		Fire hydrant	
Water line		Tree	
Storm drain		Guy wire	
Underdrain		Sign	
Existing contour		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 MAINDOT  
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 MAINDOT.

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



## INDEX OF SHEETS

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

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

90% PLANS  
11/15/16

Exhibit F

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

C:\Users\Wahby\1536.03 Cumberland Rte 1\GIS\1536.03-0001.dwg 11/17/2016 11:48 AM

Rev.	Date	Revision

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

Design: GUP Draft: LAN Date: APRIL 2016  
Checked: DER Scale: AS SHOWN Job No.: 1536.03  
This plan shall not be modified without  
written permission from Gorrill Palmer (GP).  
Any alterations, authorized or otherwise,  
shall be at the user's sole risk and without  
liability to GP.

**GP** GORRILL  
PALMER

Relationships, Responsiveness, Results.  
www.gorrillpalmer.com  
207.772.2515

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

Drawing No.  
1



# GENERAL NOTES

- THE MANELOT AND THE TOWN OF CUMBERLAND SHALL HAVE THE RIGHT AND AUTHORITY TO DETERMINE THE ACCEPTABILITY OF WORK AND MATERIALS IN PROGRESS OR COMPLETED. THE MANELOT AND THE TOWN OF CUMBERLAND SHALL HAVE THE RIGHT TO REJECT ANY WORK OR MATERIALS WHICH DO NOT CONFORM TO ITS SOLE OPINION, TO THE PLANS OR SPECIFICATIONS.
- ALL SIGNING, SIGNALING AND STRIPING MATERIALS AND PLACEMENT SHALL CONFORM TO THE MANELOT STANDARD SPECIFICATIONS, NOVEMBER 2014 EDITION, SUPPLEMENTAL SPECIFICATIONS AND STANDARD DETAILS AND WITH THE FEDERAL HIGHWAY ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2009 EDITION.
- ALL DISTURBED AREAS SHALL BE LOADED AND SEDED, UNLESS OTHERWISE NOTED. SEEDING METHOD NO. 1 SHALL BE UTILIZED ON ALL LAWNS AND DEVELOPED AREAS, AND SEEDING METHOD NO. 2 SHALL BE USED IN ALL OTHER LOCATIONS. LOAM SHALL BE PLACED TO A MINIMUM DEPTH OF 4" IN METHOD NO. 1 AREAS, AND 2" IN ALL OTHER AREAS UNLESS OTHERWISE NOTED OR DIRECTED.
- DISPOSITION OF SURPLUS MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SURPLUS MATERIAL SHALL NOT BE DISPOSED OF ON THE PROJECT SITE. DISPOSITION SHALL BE MADE ONLY AT WAITS AREAS WHICH ARE LICENSED TO ACCEPT SUCH MATERIALS, UNLESS THE MATERIALS CAN BE INCORPORATED IN FILLS IN OTHER PROJECTS OF THE CONTRACTOR. ALL WAITS AREAS SHALL BE APPROVED BY THE RESIDENT.
- EXCAVATIONS ACCOMPLISHED AS PART OF THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SUBPART P OF 29 CFR PART 1926.850-852 (CONSTRUCTION STANDARD FOR EXCAVATIONS).
- THE CONTRACTOR SHALL CONTACT O&M-SAFE AND APPROPRIATE AUTHORITIES PRIOR TO ANY SUBSURFACE ACTIVITIES.
- IF FOUNDATION MATERIAL IS REQUIRED UNDER CULVERTS, IT SHALL MEET THE REQUIREMENTS FOR GRANULAR BORROW UNDERPATT BACKFILL.
- ALL CLEARING AND TRIMMING SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO SEPARATE PAYMENT WILL BE MADE. THE ACTUAL LINES FOR CLEARING AND TRIMMING SHALL BE ESTABLISHED BY THE CONTRACTOR AND APPROVED IN THE FIELD BY THE ENGINEER.
- BUTT JOINTS SHALL BE USED AT ALL LOCATIONS WHERE THE PROPOSED PAVEMENT MEETS EXISTING PAVEMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING OPENING PERMITS. CONTRACTOR SHALL BE RESPONSIBLE APPLYING FOR AND ALL COSTS ASSOCIATED WITH OBTAINING OPENING PERMITS FROM THE TOWN IF REQUIRED.
- MAINTENANCE OF TRAFFIC SHALL BE PER THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2009 EDITION.
- THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL NECESSARY BARRICADES, LIGHTS, WARNING SIGNS AND OTHER DEVICES TO SATISFACTORILY PROTECT WORK IN PROGRESS FOR THE DURATION OF THE PROJECT.
- DRIVEWAY ACCESSES SHALL BE MAINTAINED AT ALL TIMES.
- THE CONTRACTOR SHALL SUBMIT A PLAN TO CONTROL TRAFFIC DURING THE PERIOD OF CONSTRUCTING THE IMPROVEMENTS TO THE MANELOT, ENGINEER AND THE TOWN OF CUMBERLAND FOR APPROVAL. WORK CONFORMS TO THE FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2009 EDITION. THE CONTRACTOR SHALL MAINTAIN TWO-WAY TRAFFIC UNLESS OTHERWISE PRACTICABLE AND MUST MAINTAIN AT LEAST ONE WAY ALTERNATING TRAFFIC FLOW AT ALL TIMES. ALL TRAFFIC SHALL BE CONFINED TO THE PERIOD OF CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN APPROVED BY THE MANELOT.
- THE CONTRACTOR SHALL COMPLY WITH THE INSURANCE REQUIREMENTS OUTLINED UNDER SECTION 110 IN THE DEPARTMENT'S STANDARD SPECIFICATIONS NOVEMBER 2014 EDITION (EXCEPTED STANDARD SPECIFICATIONS). MINIMUM INSURANCE REQUIREMENTS SHALL INCLUDE AT LEAST WORKERS' COMPENSATION INSURANCE, COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. AS DEMONSTRATED, THE CONTRACTOR SHALL PROVIDE THE DEPARTMENT WITH SATISFACTORY PROOF OF SUCH INSURANCE COVERAGE. IN THE EVENT THAT SUCH INSURANCE IS TERMINATED OR CANCELED WITHOUT BEING REPLACED WITH COMPARABLE INSURANCE, THE DEPARTMENT MAY SUSPEND OR TERMINATE THE CONSTRUCTION OF ALL TRAFFIC IMPROVEMENTS IN PROGRESS AT THE TIME OF SUCH TERMINATION OR CANCELLATION.
- THE CONTRACTOR SHALL PROVIDE THE MANELOT AND THE TOWN WITH A PERFORMANCE BOND, CERTIFIED CHECK OR OTHER NEGOTIABLE SECURITY ACCEPTABLE TO THE OWNER IN THE FULL AMOUNT OF THE COST TO CONSTRUCT SUCH IMPROVEMENTS WHICH CONFORMS TO THE GENERAL REQUIREMENTS FOR SUCH SECURITY AS OUTLINED UNDER SECTION 110.2 IN THE STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL PROVIDE THE DEPARTMENT AND THE TOWN OF CUMBERLAND WITH A SCHEDULE OF WORK FOR CONSTRUCTING THE IMPROVEMENTS, AND AN EMERGENCY CONTACT LIST.
- ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS SHOWN ON THE FINAL PLANS IN ACCORDANCE WITH THE MANELOT STANDARD SPECIFICATIONS NOVEMBER 2014 EDITION, DETAILS AND ANY REVISIONS.
- THE CONTRACTOR SHALL ALLOW OR ARRANGE FOR THE MANELOT, ITS INSPECTORS, AGENTS, EMPLOYEES, CONTRACTORS OR INVITED GUESTS, TO ENTER UPON ANY LAND OWNED OR CONTROLLED BY THE CONTRACTOR OUTSIDE OF AND ADJOINING THE RIGHT-OF-WAY OF ANY TRAFFIC CONTROL PUBLIC WAY, WHICH MAY BE USED FOR CONSTRUCTION OF THE TRAFFIC IMPROVEMENTS, AT ANY AND ALL TIMES AND FOR ANY AND ALL PURPOSES NECESSARY OR INCIDENTAL TO SUCH INSPECTION AND TESTING.
- THE PLACEMENT OF TEMPORARY PLANS MATERIALS SHALL BE SUBJECT TO ALL OF THE WEATHER AND SEASONAL LIMITATIONS OUTLINED UNDER MANELOT STANDARD SPECIFICATIONS, NOVEMBER 2014 EDITION DIVISION 400, PAVEMENTS SECTION 401, PARAGRAPH 401.08.
- ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO REMOVE AND RESET POSTS, MAILBOXES AND POLES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT BID PRICES. IF ANY DAMAGE OCCURS TO POSTS, SIGNAL MAILBOXES OR ASSOCIATED HARDWARE DURING REMOVAL, STORAGE OR RESETTING, THE DAMAGED MATERIALS SHALL BE REPLACED BY THE CONTRACTOR, TO THE SATISFACTION OF THE ENGINEER, AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. UNDERGROUND FACILITIES INDICATED ON THE CROSS SECTIONS HAVE BEEN CARRIED OVER FROM THE PLAN VIEW DATA AND MAY ALSO INCLUDE FURTHER APPROXIMATIONS OF THE ELEVATIONS (DEPTH) BASED UPON STRAIGHT LINE INTERPOLATION FROM THE NEAREST MANHOLES, DATE VALUES, OR TEST PITS. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND O&M-SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE HIS WORK AND SCHEDULE AND THE UTILITY RELOCATION WORK WITH THE PROPER UTILITY COMPANY. UTILITY CONTACTS FOR THIS PROJECT ARE:

CENTRAL MAINE POWER  
ATINELL BRIDGE  
162 CANOE ROAD  
PORTLAND, ME 04103  
(207) 828-2831

FAIRPORT  
ATIN, MAINE POWER  
5 DAVIS FARM ROAD  
PORTLAND, ME 04103  
(207) 797-1119

PORTLAND WATER DISTRICT  
ATIN, JAY ANGELO  
PO BOX 3553  
235 DOUGLASS STREET  
PORTLAND, ME 04104  
(207) 774-5861

THE WARNER  
ATIN, MARK PELLER  
118 JOHNSON ROAD  
PORTLAND, ME 04102  
(207) 253-2324

23. ALL MATERIAL SCHEDULES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL PREPARE HIS OWN MATERIAL SCHEDULES BASED UPON HIS PLAN REVIEW. ALL SCHEDULES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS OR PERFORMING WORK.

24. PROPERTY LINE AND R.O.W. MONUMENTS SHALL NOT BE DISTURBED BY CONSTRUCTION. IF DISTURBED, THEY SHALL BE RESET TO THEIR ORIGINAL LOCATIONS AT THE CONTRACTOR'S EXPENSE, BY A MAINE PROFESSIONAL LAND SURVEYOR.

25. EXISTING CONDITIONS BASED ON SURVEY COMPLETED BY BOUNDARY POINTS.

26. CONSTRUCTION SHALL NOT COMMENCE UNTIL AUTHORIZED BY THE TOWN, THE MANELOT AND THE ENGINEER.

27. THE CONTRACTOR SHALL SUBMIT A QC PLAN AS OUTLINED UNDER MANELOT STANDARD SPECIFICATIONS, NOVEMBER 2014 EDITION DIVISION 400, PAVEMENTS, SECTION 401, PARAGRAPH 401.19, FOR APPROVAL BY THE MANELOT AND ENGINEER. THE ACCEPTANCE METHOD SHALL BE METHOD C. THE CONTRACTOR SHALL MAINTAIN HIS RECORDS IN ADVANCE OF ANY PAYMENT. THE QUALITY REQUIREMENTS AND DISCREPANCY SHALL APPLY AS OUTLINED IN SECTION 401.20.4 OF THE MANELOT, SECTION 401. CORES WILL NOT BE REQUIRED. THE TOWN MAY TAKE SAMPLES FOR TESTING AT THEIR DISCRETION TO DETERMINE IF THE MIX IS WITHIN THE TOLERANCES LISTED IN TABLE 8 OF SECTION 401.20.4.

28. ALL PAVEMENT MARKINGS AND SIGNS THAT CONFLICT WITH THE PROPOSED SHALL BE REMOVED IN ACCORDANCE WITH THE MANELOT SPECIFICATIONS.

29. A TACK COAT OF EMULSIFIED ASPHALT, RS-1 OR HWS-1 SHALL BE APPLIED TO ANY EXISTING PAVEMENT AT A RATE OF APPROXIMATELY 0.025 GALLONS/SY, AND ON MILLED PAVEMENT APPROXIMATELY 0.050 GALLONS/SY. A FOG COAT OF EMULSIFIED ASPHALT SHALL BE BETWEEN EXISTING PAVEMENT AND THE SURFACE COURSE, AT A RATE NOT TO EXCEED 0.025 GALLONS/SY.

30. THE CONTRACTOR SHALL COMPLETE THE WORK WITHIN RIGHTS-OF-WAY OR EASEMENTS, AND WILL BE RESPONSIBLE IF TRESPASSING OCCURS ON PRIVATE PROPERTY.

31. ALL EXISTING WATER VALVE COVERS AND ANY OTHER EXISTING UTILITIES SHALL BE ADJUSTED TO GRADE BY THE APPROPRIATE UTILITY COMPANY.

32. ACTUAL GRUBBING LIMITS MAY VARY BASED ON FIELD CONDITIONS AS DIRECTED BY THE RESIDENT. ESTIMATED GRUBBING DEPTHS ARE 6 INCHES IN FIELD AREAS AND 12 INCHES IN WOODED AREAS.

33. ANY NECESSARY CLEANING OF EXISTING PAVEMENT PRIOR TO PAVING SHALL BE INCIDENTAL TO THE RELATED PAVING ITEMS.

34. NO EXISTING DRAINAGE SHALL BE ABANDONED, REMOVED OR PLACED WITHOUT PRIOR APPROVAL OF THE RESIDENT.

35. LOAM HAS BEEN ESTIMATED FOR DISTURBED AREAS. ACTUAL PLACEMENT OF THE LOAM SHALL BE AS NOTED ON THE PLANS OR DESIGNATED BY THE RESIDENT.

36. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING MAILBOXES TO ENSURE THAT THE MAIL WILL BE DELIVERABLE. MAILBOXES SHALL BE RELOCATED SO THAT THE POSTS ARE 1 FOOT BEYOND EDGE OF SHOULDER OR AS DIRECTED BY THE ENGINEER. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK; IT SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

37. THE CONTRACTOR IS RESPONSIBLE FOR THE CAREFUL SIDE STAKING OF EXISTING CENTERLINE AS PER STANDARD SPECIFICATION 105.6.2. SIDE STAKES SHALL BE PLACED SAFELY OUTSIDE OF THE CONSTRUCTION LIMITS AND THE EXISTING CENTERLINE GRADES SHALL BE TRANSFERRED TO THESE STAKES.

38. ANY DAMAGE TO THE SLOPES CAUSED BY THE CONTRACTOR'S EQUIPMENT, PERSONNEL, OR OPERATION REQUIRED TO MAKE REPAIRS SHALL BE AT THE CONTRACTOR'S EXPENSE.

39. ESTIMATED QUANTITIES FOR REQUIRED STRUCTURAL EARTH EXCAVATION, DRAINAGE AND MINOR STRUCTURES ARE INFORMATIONAL ONLY AND REPRESENT THE APPROXIMATE MINIMUM QUANTITY REQUIRED TO INSTALL DRAINAGE STRUCTURES. ADDITIONAL EXCAVATION FOR THE CONTRACTOR'S CONVENIENCE OR TO COMPLY WITH BACKSLOPING REQUIREMENTS WILL NOT BE PAID FOR DIRECTLY BUT WILL BE CONSIDERED INCIDENTAL TO THE RELATED DRAINAGE ITEMS.

40. NO SEPARATE PAYMENT FOR SUPERINTENDENT OR FOREMAN WILL BE MADE FOR THE SUPERVISION OF EQUIPMENT BEING PAID FOR UNDER THE EQUIPMENT RENTAL ITEMS.

41. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MAINE DEPARTMENT OF TRANSPORTATION'S BEST MANAGEMENT PRACTICES FOR EROSION CONTROL & SEDIMENT CONTROL, FEBRUARY, 2008.

42. TEST PITS OF ALL UTILITY GROUNDWORK SHALL BE COMPLETED TWO WEEKS IN ADVANCE OF THE START OF CONSTRUCTION OR ORDERING OF MATERIALS. TEST PIT INFORMATION SHALL BE PROMPTLY PROVIDED TO ENGINEER FOR REVIEW.

43. THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE Dewatering AS NECESSARY, NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR Dewatering.

44. LOCATION OF WATER WANS ARE APPROXIMATE AND BASED ON A COMPOSITE OF AS-BUILT PLANS AND SURVEYED FEATURES SUCH AS VALVES.

45. COORDINATE WITH APPROPRIATE UTILITY COMPANY FOR SUPPORT OF UTILITY POLES AS NECESSARY.

46. TEST PITS SHALL BE COMPLETED PRIOR TO EXCAVATION TO EXISTING EXACT ELEVATION/LOCATION OF EXISTING UTILITIES. TEST PIT INFORMATION SHALL BE PROVIDED TO THE ENGINEER IN WRITING PRIOR TO ORDERING OF MATERIALS. TEST PITS SHALL INCLUDE ALL EXCAVATION, BACKFILL AND TEMPORARY PAVEMENT IN ROAD SECTIONS.

47. ANY DAMAGE CAUSED TO THE EXISTING UTILITIES BY THE CONTRACTORS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO SEPARATE PAYMENT SHALL BE MADE.

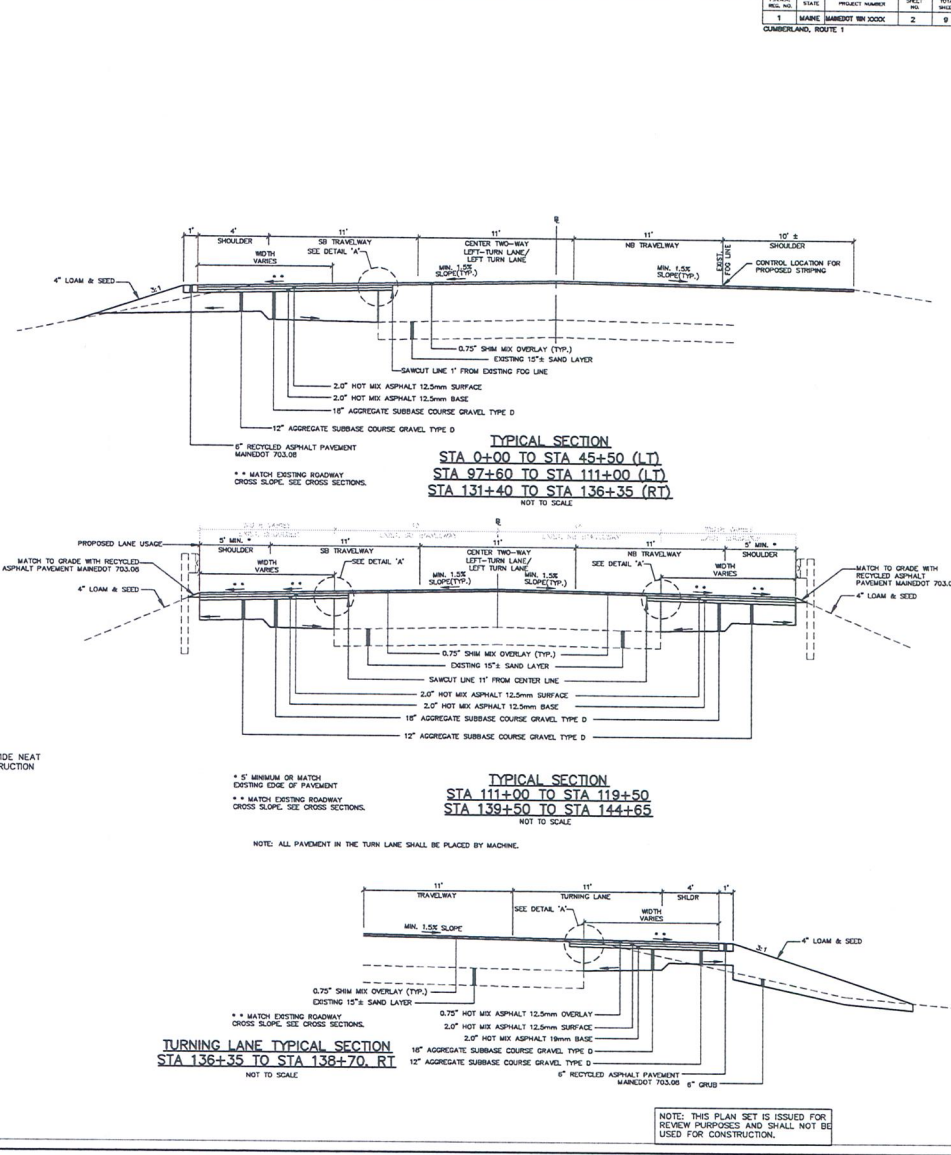
48. ANY BASE PAYMENT NOT SURFACED BEFORE WINTER WILL REQUIRE TEMPORARY PAVEMENT MARKINGS OF PAINT, BOLD YELLOW CENTERLINE AND WHITE EDGE LINES AND WILL BE CONSIDERED PART OF ITEM 627.76.

49. CATCH BASIN AND MANHOLE FRAMES AND COVERS SHALL BE RASSED TO MATCH OVERLAY WITH THE USE OF CAST IRON RISE PINS.

50. CATCH BASIN AND MANHOLE FRAMES AND COVERS SHALL BE RASSED TO MATCH OVERLAY WITH THE USE OF CAST IRON RISE PINS.

51. CATCH BASIN AND MANHOLE FRAMES AND COVERS SHALL BE RASSED TO MATCH OVERLAY WITH THE USE OF CAST IRON RISE PINS.

52. CATCH BASIN AND MANHOLE FRAMES AND COVERS SHALL BE RASSED TO MATCH OVERLAY WITH THE USE OF CAST IRON RISE PINS.



Design: DUC	Drawn: LAN	Date: APRIL 2013
Checked: GOR	Scale:	Job No: 1536.03
File Name: 1536-03-TYP.dwg		
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CLIENT REVIEW	11-15-18 DER	
CLIENT REVIEW	4-28-18 DER	
Issued For	Date	By



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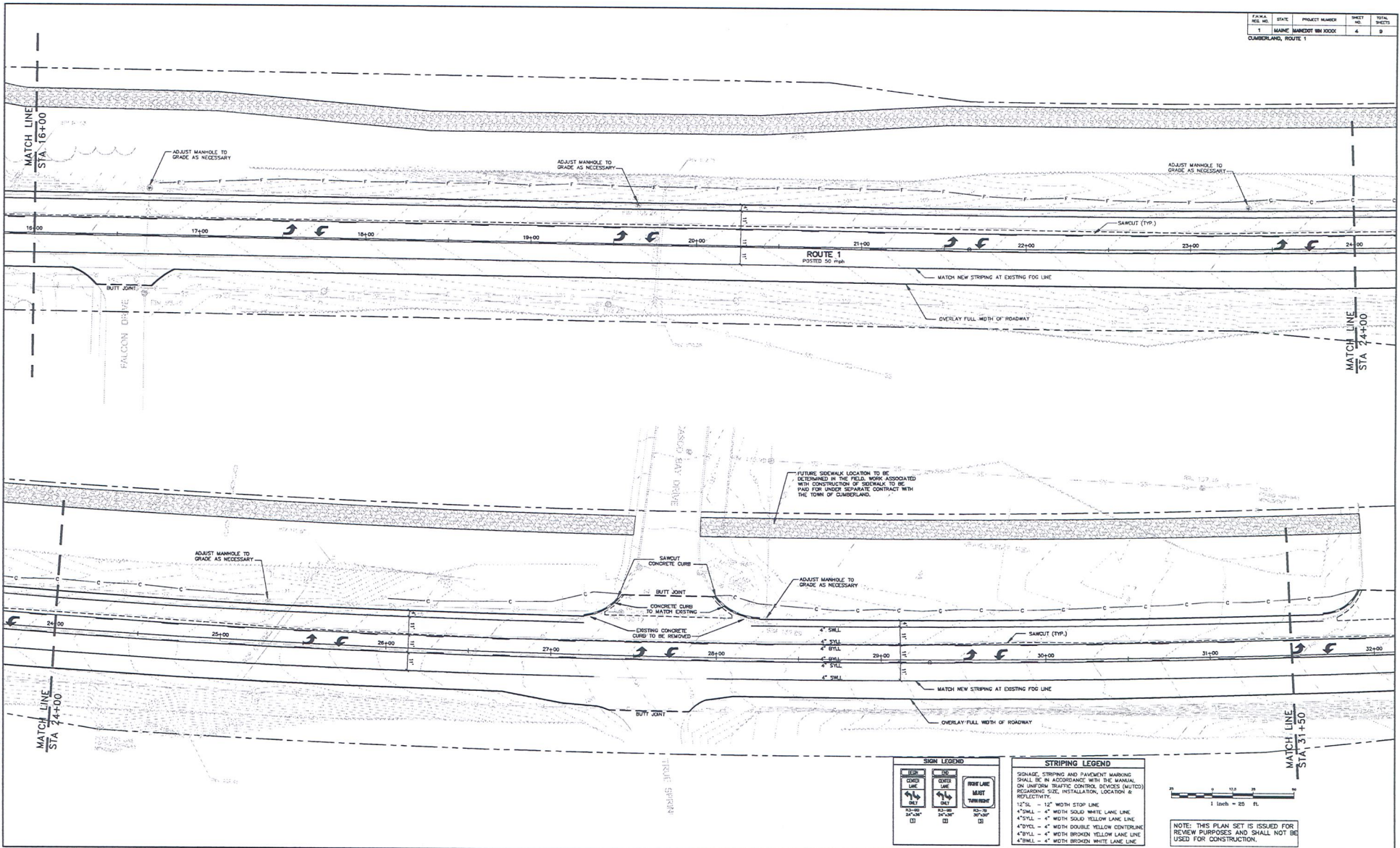
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Project:	Route 1 Roadway Improvement Project Cumberland, Me		
Client:	Town of Cumberland 230 Tuttle Road, Cumberland, Me 04021		





FED. AID	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1	MAINE	MAINDOT 8910000	4	9

CUMBERLAND, ROUTE 1



SIGN LEGEND	
	4' S&L
	4' S&L
	4' S&L
	4' S&L

STRIPING LEGEND	
	12' S&L - 12' WIDTH STOP LINE
	4' S&L - 4' WIDTH SOLID WHITE LANE LINE
	4' S&L - 4' WIDTH SOLID YELLOW LANE LINE
	4' S&L - 4' WIDTH DOUBLE YELLOW CENTERLINE
	4' S&L - 4' WIDTH BROWN YELLOW LANE LINE
	4' S&L - 4' WIDTH BROWN WHITE LANE LINE

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

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Rev.	Date	Revision	By
1	11-15-18	DER	
2	1-28-19	DER	
3			
4			
5			
6			
7			
8			
9			
10			

Design: GJP Draft: LAM Date: APRIL 2018  
 Checked: DER Scale: 1" = 25' Job No: 1038.03  
 File Name: 1038.03-Plan.dwg  
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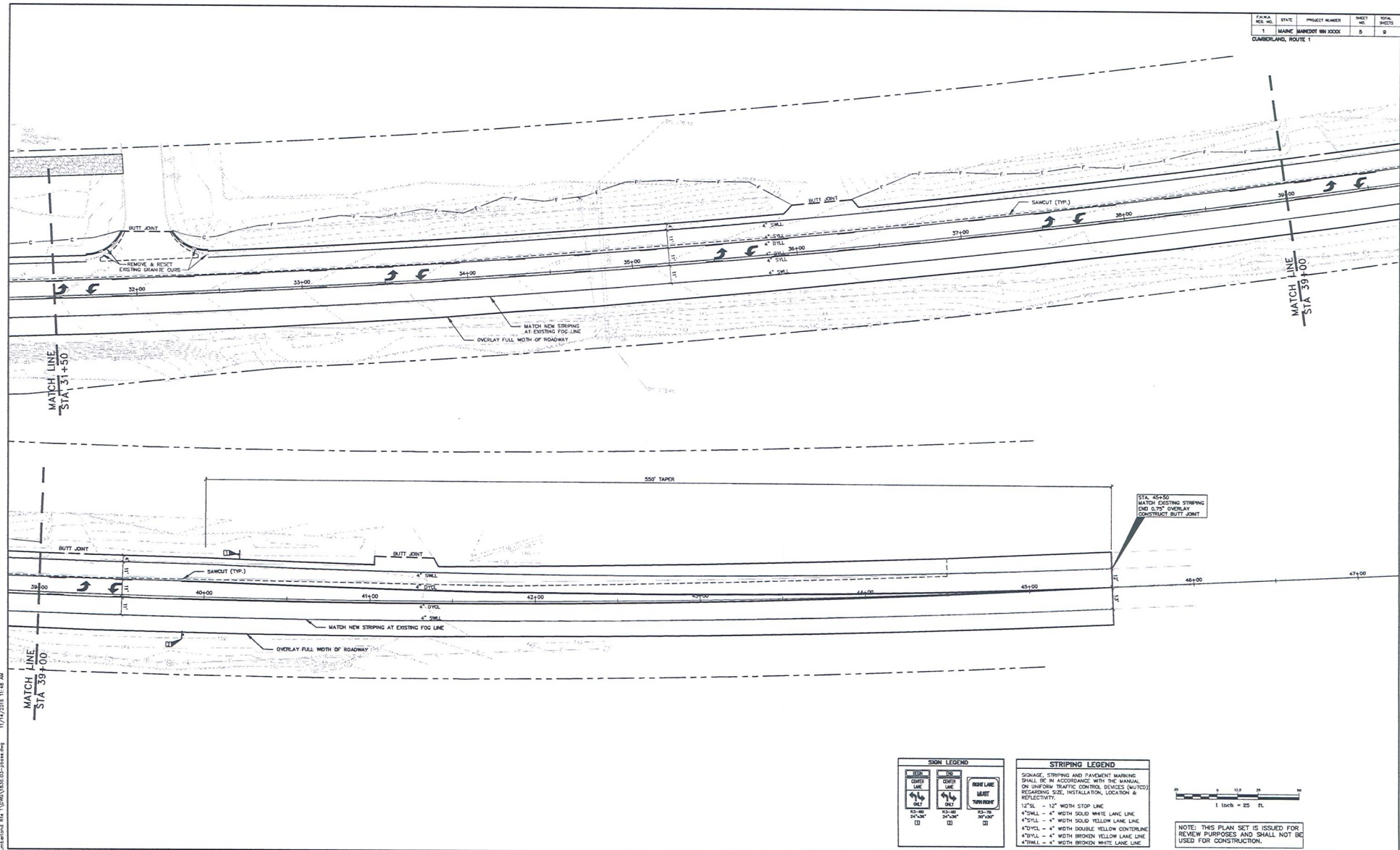
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Project:	Route 1 Roadway Improvement Project Cumberland, Me
Client:	Town of Cumberland 290 Tuttle Road, Cumberland, Me 04021

Drawing No.	4
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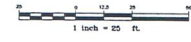
P&R SHEET NO.	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1	MAINE	MAINEDOT 88N XXXXX	5	9

CUMBERLAND, ROUTE 1



SIGN LEGEND	
	4' SHLL
	4' DYCL
	4' DWL

STRIPING LEGEND	
	12' SL - 12' WIDTH STOP LINE
	4' DWL - 4' WIDTH SOLID WHITE LANE LINE
	4' DYCL - 4' WIDTH SOLID YELLOW LANE LINE
	4' DWL - 4' WIDTH DOUBLE YELLOW CENTERLINE
	4' DWL - 4' WIDTH BROAD YELLOW LANE LINE
	4' DWL - 4' WIDTH BROAD WHITE LANE LINE



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

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Rev.	Date	Revision

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CLIENT REVIEW	4-28-19	DER
Issued For		
	Date	By

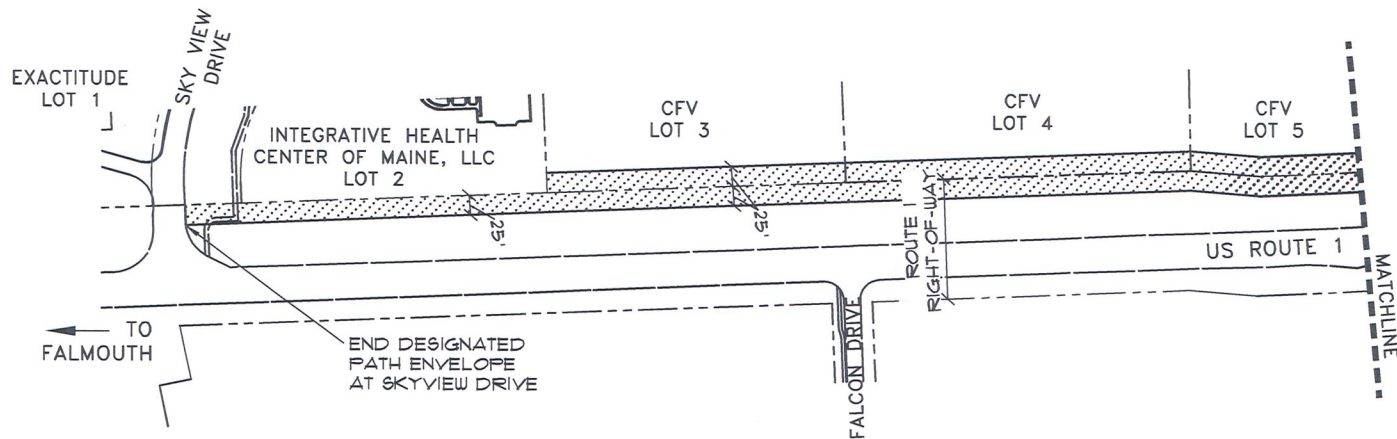
Design: LVD Date: 4/9/18  
 Checked: DER Date: 11-15-18 Job No: 16362  
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Drawing Name:	Striping Plan
Project:	Route 1 Roadway Improvement Project
	Cumberland, Me
Client:	Town of Cumberland
	290 Tuttle Road, Cumberland, Me 04021

Drawing No.  
**5**

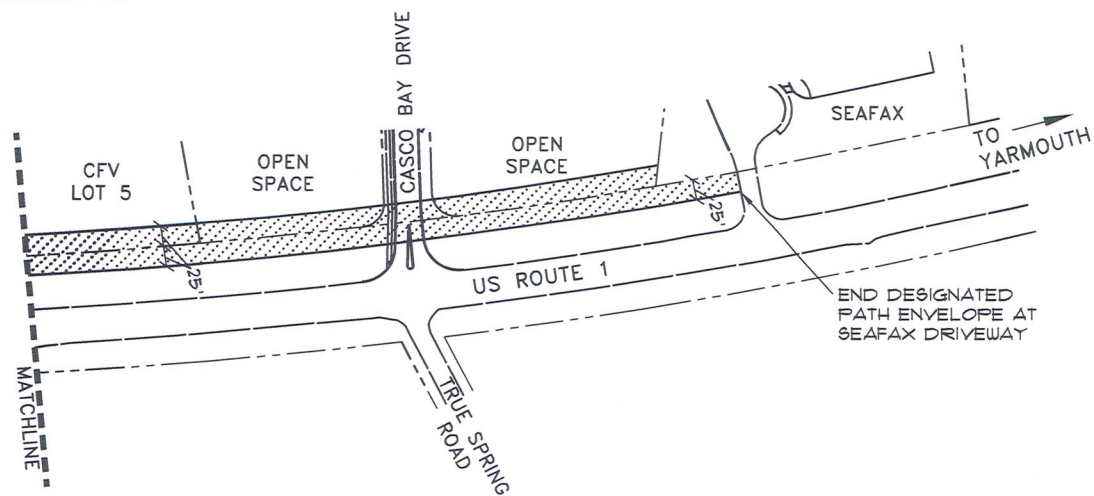


### DESIGNATED PATH ENVELOPE SKYVIEW DRIVE TO LOT 5

#### 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

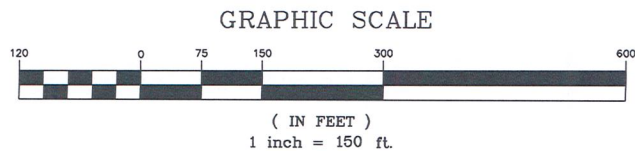


EXHIBIT G