



A G E N D A

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

June 21, 2023 – 5 PM
Town Council Chambers

- I. Pace Ordinance – new rules – Supreme Court Ruling** Pages 2-19
- II. Range Road Zone Request** Page 20- 40
 - a. CZA
 - b. WC Overlay Type Zone
- III. Other Business**
- IV. Public Comment**
- V. Adjournment**

Ordinance Committee

Councilor Shirley Storey- King, Chair

Councilor Mike Edes

Councilor Bob Vail



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: Ordinance Committee
From: William R. Shane, Town Manager
Date: June 14, 2023
Re: C-PACE Ordinance

The recent Supreme Court decision which ruled on municipal property foreclosures, takes the final piece of the C-PACE ordinance that we struggled with out of play. The ruling essentially uses what I will refer to as the Cumberland Rule (*thou shall not benefit from the misfortunes of others*) and requires municipalities to pay any excess proceeds from the sale of foreclosed properties back to the original property owner.

Town Attorney Ben McCall would obviously review the contract documents that are necessary to sign and understands the Town does not wish to excessively burden staff with this ordinance. It appears now that a third party can entirely handle this process unless a lien is required, then we would be required to intervene and file the lien on behalf of the lending institution and or Efficiency Maine.

It seems more reasonable than originally presented, and Ben can walk us through any additional questions you may have. At this time, and after discussion with our Attorney, I believe this can be a useful financial tool for many of our businesses trying to acquire lower interest energy loans and more importantly is consistent with our Town Council accepted Climate Action Plan. I am recommending you consider Council action on this item on either July 10th or 24th.

From: [Benjamin T. McCall](#)
To: [William Shane](#)
Subject: RE: C Pace
Date: Monday, May 22, 2023 9:02:56 AM
Attachments: [image001.png](#)
[C-PACE Assessment Agreement \(Revised 05-17-2023\)v5 \(Capital Provider Collects Payments\)\(Municipality has no obligation after foreclosure\) \(P2100297-5x9F873\).docx](#)

WARNING: This is an external email that originated outside of our email system. DO NOT CLICK links or open attachments unless you recognize the sender and know that the content is safe!

Hi Bill –

Yes, I believe these changes are authorized by the current CPACE legislation. Efficiency Maine is relying on existing statutory language (35-A M.R.S. § 10205) which states that parties to a CPACE agreement (*i.e.*, the property owner, the lender, and the municipality) may contract around the presumption that the ultimate owner of a property following foreclosure remains responsible for outstanding CPACE payments. I've highlighted the proposed language (green) in the attached.

Please keep in mind, however, that the language in yellow requires the Town to make the CPACE lender whole if and when the Town decides to sell the property. Put another way, unlike your typical residential TAP sale, the Town would not be authorized per the terms of this Agreement to keep the entirety of any overage, above and beyond taxes owed to the Town. For what it's worth, though, there is currently a United States Supreme Court case pending that may well require this to occur in every circumstance going forward.

Happy to discuss further at your convenience.

Thanks,
Ben

Benjamin T. McCall, Esq.
Attorney



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Portland, ME 04112
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D: [\(207\) 518-5921](tel:(207)518-5921)
Email: bmccall@jensenbaird.com
Bio: [Benjamin T. McCall | Jensen Baird](#)

From: William Shane <wshane@cumberlandmaine.com>
Sent: Monday, May 22, 2023 7:33 AM
To: Benjamin T. McCall <bmccall@jensenbaird.com>
Subject: C Pace

C-PACE ASSESSMENT AGREEMENT

THIS C-PACE ASSESSMENT AGREEMENT (the “**Agreement**”) is made as of {INSERT DATE}, between {INSERT NAME}, a _____ organized under the laws of the State of _____ {IF FOREIGN ENTITY ADD: and authorized to do business in the State of Maine}, whose address is {INSERT ADDRESS} [IF INDIVIDUAL(S), MODIFY ACCORDINGLY] [NOTE: ALL OWNERS OF THE QUALIFYING PROPERTY MUST BE PARTY AND SIGN] ([collectively,] the “**Property Owner**”), {CAPITAL PROVIDER NAME AND ADDRESS} (together with its assigns, nominees and/or designees, the “**Capital Provider**”) and the {CITY/TOWN OF} {INSERT NAME OF PARTICIPATING MUNICIPALITY} (the “**Municipality**”), a municipal corporation existing under the laws of the State of Maine. Each of Property Owner, Capital Provider and the Municipality is referred to herein as a “**Party**” and, collectively, as the “**Parties**.”

RECITALS

- A. Title 35-A M.R.S. §§10201 *et seq.* established “An Act to Allow for the Establishment of Commercial Property Assessed Clean Energy Programs” (the “**C-PACE Act**”) and authorized Efficiency Maine Trust (the “Trust”) and municipalities adopting a Commercial PACE Ordinance (as defined in the C-PACE Act) to establish commercial PACE programs under which commercial property owners may finance Energy Savings Improvements on Qualifying Property (each as defined in the C-PACE Act and the Trust’s administrative rules) by utilizing a municipal assessment and collection mechanism to provide security for repayment of the financing pursuant to the terms of the C-PACE Act. (a “**C-PACE Program**”).
- B. The Trust has developed a C-PACE Program and the Municipality has adopted a Commercial PACE Ordinance for the purpose of establishing and participating in a C-PACE Program.
- C. Property Owner has applied for participation in the C-PACE Program with respect to that certain property located within the Municipality as more fully described on Exhibit A to this Agreement (the “**Property**”) and to obtain C-PACE financing from the Capital Provider for installation of Energy Savings Improvements at the Property (the “**Project**”) in an amount up to that detailed on Exhibit A hereof, which financing will be secured by a C-PACE assessment lien (the “**C-PACE Lien**” or “**Assessment Lien**”) against the Property pursuant to the terms of the C-PACE Act.
- D. The Trust, or its designated agent, has reviewed the Property Owner’s application and has determined that the proposed Project will, if installed and operated as represented, satisfy the requirements and standards as set forth in the C-PACE Program Guidelines and applicable administrative rules of the Trust, and the Trust has approved the Property Owner’s application for C-PACE financing under the C-PACE Program.
- E. The Municipality has determined that the Property Owner’s proposed Project is in conformity with its C-PACE Ordinance and has agreed to impose the C-PACE Assessment for repayment of the Property Owner’s C-PACE Financing obligation to the Capital Provider.
- F. The Capital Provider has determined that the Property Owner and the proposed Project satisfy the minimum underwriting requirements of the C-PACE Act and applicable administrative rules of the Trust and has agreed to provide a loan under the C-PACE Program for the Energy

Savings Improvements to be constructed and installed at the Property (the “**C-PACE Financing**”).

G. The Property Owner, being all of the owners of the qualifying Property, wish to enter this Agreement and affirm the imposition of the C-PACE Assessment and grant of the C-PACE Assessment Lien to secure the C-PACE Financing.

H. The Parties wish to confirm the process for assessment, payment, and collection of the C-PACE Financing amounts.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I - AUTHORIZATION OF C-PACE ASSESSMENT AND LIEN

Section 1.01. C-PACE Financing of Energy Savings Improvements. The Capital Provider has agreed to provide the C-PACE Financing to the Property Owner to finance the construction and installation of the Energy Savings Improvements, and the Property Owner hereby agrees to use the proceeds of such C-PACE Financing solely to acquire, construct, and install the Energy Savings Improvements (and to pay the allowable fees and costs required to be paid in connection therewith, including audits, energy savings improvement development, and application fees) and to cause the C-PACE Financing to be repaid on the terms set forth in the C-PACE Financing documents and the C-PACE Act.

Section 1.02. Terms of Financing. The C-PACE Financing amount, interest rate, repayment schedule, maturity and other material terms of the C-PACE Financing are set forth in *Exhibit A* hereto.

Section 1.03. Security/Collateral for the C-PACE Financing; C-PACE Lien. To secure the C-PACE Financing, the Property Owner hereby agrees to the imposition of a C-PACE Assessment on the Property by the Municipality and hereby grants a C-PACE Lien on the Property for the benefit of and enforceable by the Municipality and Capital Provider, and its successors and assigns, pursuant to the C-PACE Act. The Parties hereby agree to cause a notice of this Agreement in the form attached hereto as *Exhibit B* to be recorded in the appropriate Registry of Deeds thereby perfecting the C-PACE Lien to evidence and secure the C-PACE Financing (the “**Notice of C-PACE Agreement**”). The Property Owner acknowledges and agrees to the imposition of the C-PACE Lien on the Property as a priority lien (junior only to real property taxes and liens of municipal sewer, sanitary, and water districts) to secure the C-PACE Financing, enforceable against the Property as provided in the C-PACE Act until the amounts due under the C-PACE Financing documents are paid in full.

Section 1.04. Recording of Notice of C-PACE Agreement; Project Completion. The recording of a Notice of C-PACE Agreement creates a C-PACE Lien and such notice may only be recorded upon closing of the C-PACE Financing transaction between Property Owner and Capital Provider. The Parties agree to execute the Notice of C-PACE Agreement in connection with closing of the C-PACE Financing transaction and the Capital Provider shall be responsible to record the Notice of C-PACE Agreement in the appropriate Registry of Deeds. The Property Owner shall be required to keep the Capital Provider apprised of Project status and completion. After the Completion Date, as set forth below, the Capital Provider, with cooperation and assistance from the Property Owner as necessary, shall prepare and submit to the Municipality and the Trust a statement certifying that the Project is complete (a “**Completion Certificate**”). The Project shall be deemed completed on the date (such date, the “**Completion Date**”) that: (i) the construction on the Project is completed, (ii) the Energy Savings Improvements have been put into service, (iii) all approvals and reports required to be submitted to the Trust pursuant to the C-PACE Act, the C-PACE

Program Guidelines, and administrative rules of the Trust have been submitted, and (iv) all other requirements of the C-PACE Financing documents have been met.

ARTICLE II - C-PACE FINANCING AND ASSESSMENT PAYMENTS

Section 2.01. C-PACE Financing Payments. The following governs the manner and timing of C-PACE Assessment payments:

(a) *Manner of Payments.* Property Owner shall make payments of principal and interest due under the C-PACE Financing documents by way of a C-PACE Assessment to be placed against the Property by the Municipality each year during the term of the C-PACE Financing documents. In accordance with the C-PACE Act, the C-PACE Assessment (and any interest, fees, penalties and attorney's fees incurred in its collection) will be collected in the same manner as the real property taxes of the Municipality.

(b) *Capital Provider Notice.* Capital Provider shall provide the Municipality and Property Owner with written notice on or before July 1 each year specifying the total C-PACE Financing amount (principal and interest) due from the Property Owner and to be assessed against the Property for the subject tax year (the “**Payment Due Notice**”).

(c) *Municipal Assessment.* The Municipality shall make a C-PACE Assessment or Assessments against the Property in the total amount of the Payment Due Notice in the same manner and at the same time that the Municipality makes its property tax assessments on the subject Property. The assessed amount will be committed to the Municipal tax collector for inclusion in a property tax bill or other notice of assessment to be issued by the Municipality for the subject Property. . Municipality agrees to make the C-PACE Assessments against the Property for repayment of the C-PACE Financing amounts. A form of Notice of Assessment that may be used by the Municipality for such purpose is attached as Exhibit C. Property Owner agrees to pay the C-PACE Assessment amount as directed in the Notice of Assessment and C-PACE Financing Documents.

(d) *Designation of Capital Provider as Agent to Receive C-PACE Assessment Payments.* The C-PACE Assessment shall be due at the same time that the Municipality’s property tax payments are due. The C-PACE Assessment amount set forth in the Property Owner’s property tax bill or the Notice of Assessment issued by the Municipality shall be remitted by the Property Owner directly to the Capital Provider. The Municipality designates Capital Provider as its agent to receive payment of the C-PACE Assessment amounts, which payments shall be applied by Capital Provider to the Property Owner’s repayment obligation under the C-PACE Financing documents. Capital Provider shall periodically report to the Municipality on the status of the C-PACE Assessment payments and shall notify the Municipality promptly of any delinquent C-PACE Assessment payments.

(e) *Remittance of C-PACE Payments by Municipality to Capital Provider.* It is the intent of the Parties that the C-PACE Assessment amounts shall be paid directly by Property Owner to Capital Provider. In accordance with the C-PACE Act, the Capital Provider has a contractual right to receive C-PACE Assessment payments. If the Municipality receives C-PACE Assessment payments from the Property Owner, the Municipality shall remit such payments to the Capital Provider, which payments shall be applied by Capital Provider to the Property Owner’s repayment obligation under the C-PACE Financing documents. The Municipality shall remit all C-PACE Assessment payments it receives to Capital Provider within 30 days after receipt of such payments. In no event shall the Municipality be responsible to remit or pay over to Capital Provider any amount

in excess of the Assessment payments actually received by the Municipality from the Property Owner. The Municipality has no independent obligation to repay the C-PACE Financing amounts on behalf of the Property Owner. For the avoidance of doubt, pursuant to the C-PACE Act, notwithstanding any provision of law to the contrary, municipal officers and Municipal officials, including, without limitation, tax assessors, tax collectors, and treasurers, and staff or trustees of the Trust, are not personally liable to any other person for claims, of whatever kind or nature, under or related to a C-PACE program established under the C-PACE Act, including, without limitation, claims for or related to uncollected C-PACE Assessments.

(f) *Continuing Payment Obligation; No Prepayment.* The Property Owner acknowledges and agrees that (i) the C-PACE Assessment Lien against the Property shall run with the title to the Property and automatically bind all successor owners of the Property until paid in full, and (ii) the C-PACE Financing may not be prepaid in whole or in part except as set forth in the C-PACE Financing documents.

ARTICLE III - PROPERTY OWNER'S REPRESENTATIONS AND WARRANTIES

The Property Owner represents and warrants to the Municipality and to the Capital Provider as follows, which representations and warranties shall be true and correct as of the date hereof and at all times thereafter until the C-PACE Financing is paid in full, each of which shall be true and binding on any future Property Owner.

Section 3.01. Organization and Authority. The Property Owner is duly organized, validly existing and in good standing in the state of its organization and with authority to do business under the laws of the State of Maine. The Property Owner has all necessary power and authority to own the Property and to conduct its business and enter into the transactions contemplated hereby. The Property Owner has the right to enter into and perform this Agreement, and the execution, delivery and performance of this Agreement and all other documents executed in connection therewith have been duly authorized, executed and delivered and constitute valid and binding obligations of the Property Owner, each enforceable in accordance with its respective terms.

Section 3.02. Title. The Property Owner has good and insurable title to the Property subject only to the permitted encumbrances approved by Capital Provider. The Property Owner shall cause any current mortgagee, as of the execution date of this Agreement, holding a mortgage lien against the Property as of such date, to consent to and subordinate the lien of such mortgage filed against the Property to the Assessment Lien by Mortgage Lender Consent which shall be recorded prior to recordation of notice of this Agreement.

Section 3.03. No Overdue Taxes or Payments. The Property is (i) current on real estate taxes, personal property taxes and municipal sewer, sanitary, and water district charges; (ii) has no outstanding and unsatisfied tax or municipal sewer, sanitary, or water district liens; (iii) is not subject to a mortgage or other lien on which there is a recorded notice of default, foreclosure, or delinquency that has not been cured; and (iv) there are no overdue payments on mortgages secured by the Property.

Section 3.04. No Misrepresentation or Material Nondisclosure. The Property Owner has not made and will not make to the Municipality, the Capital Provider, or the Trust, in this Agreement or otherwise, any untrue statement of a material fact, nor has it omitted and nor will it omit to state a material fact necessary to make any statement made not misleading.

Section 3.05. Commercial Purpose. The Property Owner will use the proceeds of the C-PACE Financing Advance only for the purposes specified in the Recitals to this Agreement. The primary purpose of the C-PACE Financing is for a commercial and business purpose, and the proceeds of the C-PACE Financing

will not be used primarily for personal, family or household purposes.

ARTICLE IV - DEFAULT AND FORECLOSURE

Section 4.01. Delinquency, Collection and Foreclosure. If a C-PACE Assessment is delinquent or in default, collection and foreclosure shall proceed as set forth in Section 10205(5) of the C-PACE Act and the statutes referenced therein. The C-PACE Assessment Lien shall take precedence over all other liens or encumbrances as permitted by the C-PACE Act.

(a) The C-PACE Assessment levied pursuant to the C-PACE Act, and payment thereof (together with the interest, fees and any penalties thereon) shall constitute a C-PACE Assessment Lien against the Property until paid in full. Such C-PACE Assessment Lien (and each of the installment payments on the C-PACE Financing) shall be collected in the same manner as the property taxes are collected by the Municipality on real property. Delinquencies shall be subject to the procedures outlined in Section 10205(5) of the C-PACE Act and the statutes referenced therein.

(b) If a C-PACE Assessment is delinquent or in default and the Property Owner is delinquent in any tax debt due to the Municipality, collection shall be instituted by the Municipality and may occur only by the recording of liens and by foreclosure under Title 36, M.R.S. sections 942 and 943. Liens must be recorded and released in the same manner as liens for real property taxes. If the Municipality acquires the Property through tax lien foreclosure or otherwise pursuant to 36 M.R.S. §§942 and 943, then the Municipality shall cause to be paid to the Capital Provider all delinquent amounts payable under the C-PACE Financing at the time of foreclosure (whether from the proceeds of sale or other amounts collected by the Municipality after satisfaction of delinquent taxes) but only to the extent that the Municipality has received such amounts through the foreclosure process and there are funds remaining after satisfaction of delinquent taxes, interest, fees and costs owed to the Municipality, and any unpaid C-PACE Financing installments shall continue as against the Property as an enforceable Assessment Lien with full rights of collection as set forth in the C-PACE Act. For the avoidance of doubt, it is agreed and understood by the Parties that in no event shall the Municipality be obligated to make C-PACE Assessment payments during any period in which it is deemed the owner of the Property acquired through the statutory tax lien foreclosure process. It is agreed and understood that unpaid future C-PACE Assessment payments shall be the obligation of the person or entity that subsequently acquires title to the Property subject to the C-PACE Lien.

(c) If only a C-PACE Assessment is delinquent but the Property Owner is current on payment of all municipal taxes due to the Municipality, then the Municipality shall, and does hereby in such event, assign the C-PACE Assessment Lien to the Capital Provider, and the Capital Provider shall, and does hereby in such event, accept an assignment of the C-PACE Assessment Lien from the Municipality. If only a C-PACE Assessment is delinquent but the Property Owner is current on payment of all municipal taxes due to the Municipality, the Capital Provider then shall have and possess all the same powers and rights at law as the Municipality and its tax collector with regards to the priority of the C-PACE lien, the accrual of interest and fees, and the costs of collection. The Capital Provider shall have the same rights to enforce the C-PACE lien as any private party or lender holding a lien on real property and shall have all such other rights as set forth in the C-PACE Act, including the right of foreclosure consistent with Title 14, sections 6203-A and 6321 and any other action in contract or lawsuit for the enforcement of a C-PACE Lien. The Capital Provider, as assignee, shall recover costs and reasonable attorney's fees incurred as a result of any foreclosure action or other legal proceeding brought pursuant to this subsection, which may be collected by the assignee at any time after the assignee has made demand for payment.

ARTICLE V – MISCELLANEOUS

Section 5.01. No Waiver. No waiver of any default or breach by the Property Owner hereunder shall be implied from any failure by any other Party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

Section 5.02. Successors and Assigns. This Agreement is binding upon and made for the benefit of the Property Owner, the Capital Provider, the Municipality and the Trust, their successors and permitted assigns, and no other person or persons shall have any right of action hereunder.

Section 5.03. Notices. Any notice and other communications hereunder shall be in writing and shall be delivered in person or mailed by reputable overnight courier or by registered or certified mail, return receipt requested, postage prepaid, to the other Parties, at the address set forth at the caption of this Agreement. The addresses of any Party may be changed by notice to the other Party given in the same manner as provided above.

Section 5.04. Amendments. No amendment, modification, termination or waiver of any provisions of this Agreement shall be effective unless in writing and signed by all of the parties.

Section 5.05. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

Section 5.06. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Municipality or the Trust and their officials, employees, trustees, or agents, or any other person acting on behalf of the Municipality or the Trust and, in particular, governmental immunity afforded or available pursuant to Maine common law, the Maine Tort Claims Act, and the Constitutions of the State of Maine and United States.

Section 5.07. Third-Party Beneficiary. The Trust is deemed a third-party beneficiary of those provisions in this Agreement that grant or allow the Trust to exercise rights, receive documents and information in connection with the administration of the C-PACE Program, and are otherwise intended for the benefit of the Trust and its agents.

IN WITNESS WHEREOF, the Property Owner, the Municipality, and the Capital Provider have executed this Agreement as of the date first written above by and through their duly authorized representatives.

[MUNICIPALITY]

By _____
Name _____
Title _____

{CAPITAL PROVIDER}

By _____
Name _____
Title _____

NOTE: ALL OWNERS OF THE QUALIFYING
PROPERTY MUST AGREE AND EXECUTE; SEE
35-A MRS 10202(2)]
{INSERT NAME OF PROPERTY OWNER(S)}

By _____
Name _____
Title _____

Exhibit A

Property Owner: _____

Property Location:

Street Address: _____

Municipality: _____

Tax Map and Lot No.: _____

Registry of Deeds Book and Page: _____

Capital Provider: _____

Capital Provider Address and Contact Information: _____

C-PACE Financing Amount: _____

Term of C-PACE Loan: _____

Interest Rate: _____

Payment Schedule [consistent with Municipal property tax collection schedule]

Exhibit B

NOTICE OF C-PACE ASSESSMENT AGREEMENT

Notice is hereby given that the parties identified below have entered into a C-PACE Assessment and Financing Agreement ("Agreement") relative to the Property identified below pursuant to the terms of Title 35-A M.R.S. §§10201 *et seq.*, "An Act to Allow for the Establishment of Commercial Property Assessed Clean Energy Programs" (the "C-PACE Act"). The amounts financed under the Agreement are secured by a C-PACE assessment on the Property and, pursuant to 35-A M.R.S. §10205(2), the filing of this Notice creates a C-PACE lien against the Property subject to the C-PACE assessment until the amounts due under the Agreement are paid in full. Pursuant to 35-A M.R.S. §10205(2), notice is hereby given of the following:

DATE OF C-PACE AGREEMENT:

C-PACE FINANCING AMOUNT:

(Total Amounts to be Disbursed)

INTEREST RATE:

PROPERTY OWNER(S):

(Names and Addresses)

PROPERTY SUBJECT TO
C-PACE ASSESSMENT:

A certain property located in the City/Town of _____,
County of _____, and State of Maine
with a street address of:

Tax Map: _____, Lot No. _____

Registry of Deeds Book and Page: _____

(As more particularly described in **Exhibit A** hereto).

DURATION OF C-PACE AGREEMENT:

MUNICIPALITY:

C-PACE LENDER FILING NOTICE:

(Name and Address)

VERIFICATION OF MORTGAGE
LENDER CONSENT:

Verification is hereby made that any financial institution(s) holding a lien, mortgage or security interest in or other collateral encumbrance on the property subject to the C-PACE assessment has provided consent to the Property Owner(s) and Municipality pursuant to 35-A M.R.S. §10205(4) that the borrower(s) may participate and enroll the subject property in the C-PACE Program. A copy of such consent(s) is/are attached as **Exhibit B** hereto.

Executed as a sealed instrument as of this ____ day of _____, 20__.

WITNESS:

C-PACE LENDER:

By: _____

Name: _____

Its: _____

STATE OF _____

County of _____, SS _____, 20__

Then personally appeared the above-named _____, in his/her capacity as _____ of _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said _____.

Before me,

Notary Public/Maine Attorney-at-Law

Printed Name: _____

My Commission Expires: _____

PROPERTY OWNER:

By: _____

Its: _____

STATE OF _____

County of _____, SS _____, 20__

Then personally appeared the above-named _____, in his/her capacity as _____
of _____ and acknowledged the foregoing instrument to be his/her free act and deed
in his/her said capacity and the free act and deed of said _____.

Before me,

Notary Public/Maine Attorney-at-Law

Printed Name: _____

My Commission Expires: _____

[MUNICIPALITY]

By _____
Name _____
Title _____

STATE OF _____
County of _____, SS _____, 20__

Then personally appeared the above-named _____, in his/her capacity as
_____ of _____ and acknowledged the foregoing instrument to be his/her
free act and deed in his/her said capacity and the free act and deed of said
_____.

Before me,

Notary Public/Maine Attorney-at-Law
Printed Name: _____
My Commission Expires: _____

EXHIBIT A to NOTICE OF C-PACE AGREEMENT

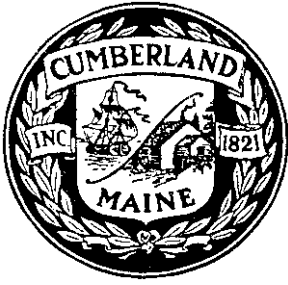
(Description of Premises)

EXHIBIT B to NOTICE OF C-PACE AGREEMENT

(Copy of Executed Mortgage Lender Consent)

FORM OF NOTICE OF ASSESSMENT

| | | | |
|--|------------------------|--------------------------|---------------------------|
| 202__ C-PACE ASSESSMENT BILL | | | |
| Account: _____ | <u>DUE DATE</u> | <u>AMOUNT DUE</u> | <u>AMOUNT PAID</u> |
| Name: _____ | 09/30/202__ | \$ _____ | \$ _____ |
| Map/Lot _____ | | | |
| Location _____ | First Payment | | |
| PLEASE REMIT THIS PORTION WITH YOUR PAYMENT | | | |



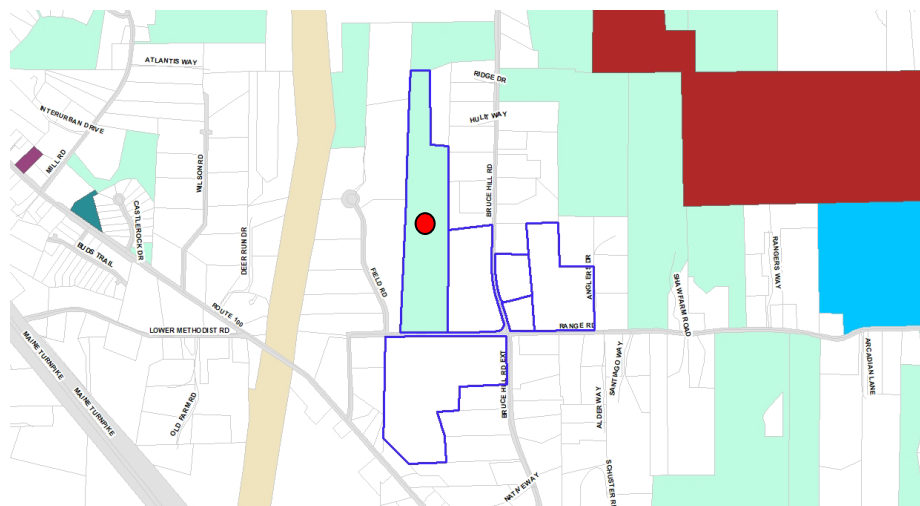
M E M O R A N D U M

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

To: Ordinance Committee
From: William R. Shane, Town Manager
Date: June 14, 2023
Re: Zone Change

Developer Nate Green has been in discussions with me regarding a property his company wishes to develop on Range Road. The 20+ acre parcel is located in the RR 1 Zone and requires 4 acres of land per unit. He is requesting consideration of a Contract Zone, or a zone change to develop up to 40 units of affordable housing at 120% of AMI (Avg. Median Income).

The West Cumberland Overlay was discussed because it already is a zone in which housing density bonuses are built in for Affordable Housing. Obviously, it should have more than 1 parcel and could look like the following:



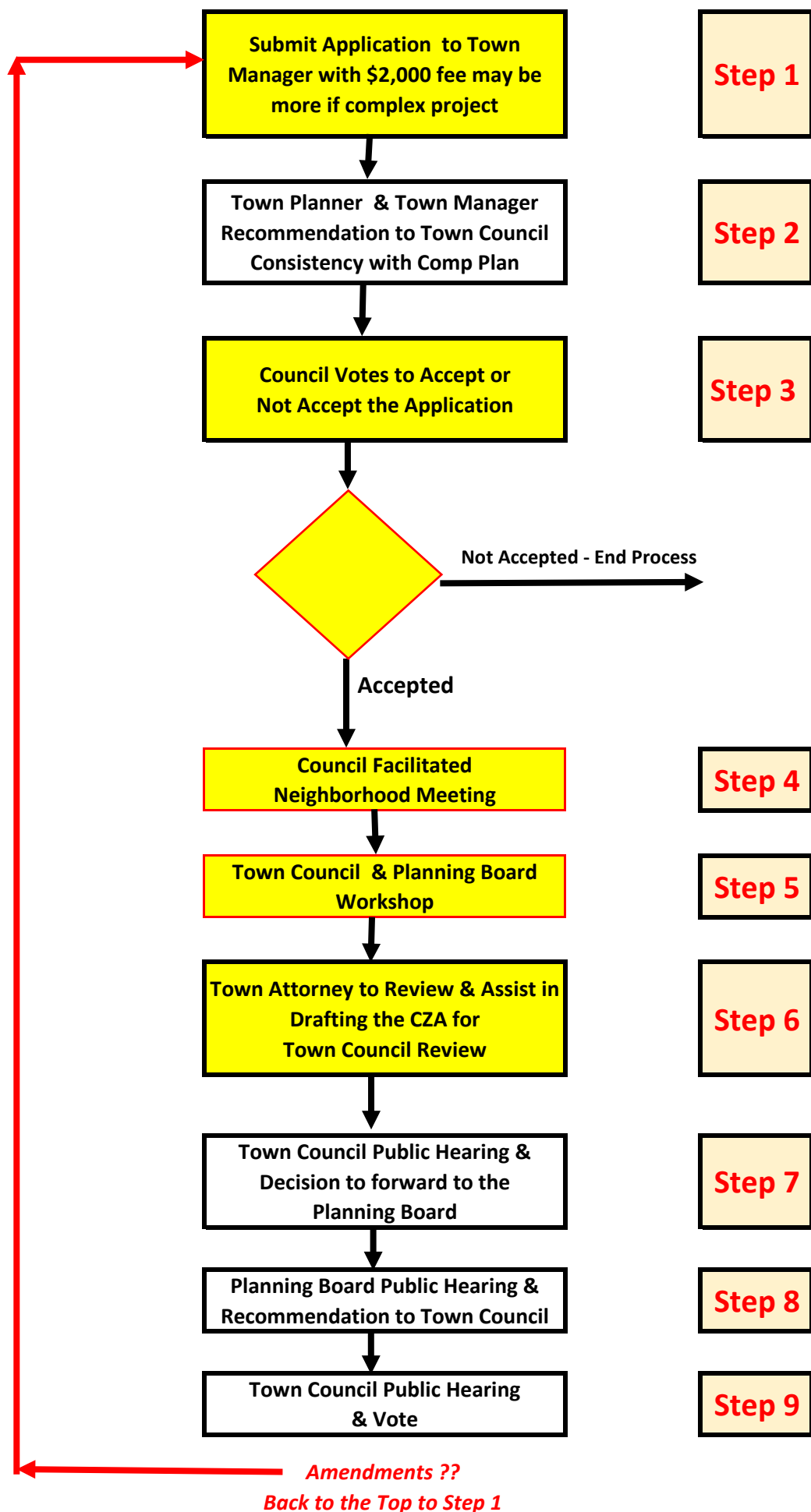
● Lot under Contract

□ Potential lots included in an Overlay

The other option is a Contract Zone Agreement (CZA). Affordable Housing is a public benefit, which makes the CZA a legitimate request, but the process as laid out by the flow chart on the next page is deliberate and may take 4-6 months.

Any landowner can come to the Town Council with a request for a zone change. If the Town Council supports the request, that is the most efficient way to use Town staff, consultants, and the Planning Board's meeting. Our ordinance requires a public hearing of the Planning Board which results in some form of a recommendation to the Town Council. The Town Council is then required to hold a public hearing to decide on the request. My concern with this process is that if a project has no support to be sent to the Planning Board from the Town Council at the start, why go through a process that has already been vetted by the Ordinance Committee and Town Council and found not to have its support?

That is essentially why we have typically started at the Town Council level. If it is supported here to be sent to the Planning Board, most projects are returned with some recommendation from the Planning Board that enhance the potential project. This process has worked well for two decades, and I believe developers want to know early on if their request is worth the investment of time and money.



June 11, 2023

Mr. Bill Shane
Town Manager
Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

Dear Mr. Shane and Esteemed Members of the Town Council,

I am writing on behalf of our organization GreenMars Real Estate Services, Inc. with a proposal for a zone change on a 22-acre property located at 00 Range Rd, currently classified under the RRI zone. We propose that this parcel be included in the West Cumberland Housing Overlay District.

Our vision is to develop an eco-friendly neighborhood which is both affordable and seamlessly integrated with nature. In line with the West Cumberland Housing Overlay District's intent, our aim is to provide additional affordable housing opportunities that uphold a high degree of quality while maintaining our commitment to sustainability.

Our proposed development meets all the lot standards for the West Cumberland Housing Overlay District, from adhering to the specified setbacks to ensuring connection to the public water system. We are also deeply committed to preserving the existing tree canopy, creating public walking trails, and promoting open spaces, thereby contributing to Cumberland's environmental sustainability and enriching the local community.

The housing market in Cumberland has experienced significant escalation over the years, leading to reduced affordability. In 2022, the median home sale price in Cumberland was approximately \$710k. Our project, offering homes priced for individuals earning 120% of the average median income, would present a significant reduction compared to this, bringing much-needed affordability to the housing landscape in Cumberland.

The 2009 and 2014 town comprehensive plans both stress the need for affordable housing and diversity in housing types. Our project not only caters to young first-time home buyers who are starting their journey and older residents looking to downsize, but also creates opportunities for our dedicated town employees, including teachers, police officers, and firefighters, to afford a home in the community they serve. By doing so, we ensure the ability to stay in the community for a lifetime is possible for all.

Our development aligns with the community's expressed desire for preserving open space, and encouragement of green building practices. We fully embrace these sustainable initiatives, viewing them as opportunities to make positive contributions to Cumberland's future.

Finally, we support the Comprehensive Plan's goal to encourage and facilitate increased housing density for affordable housing. By offering housing solutions priced at 120% of the average median income, our project actualizes this goal, translating policy into tangible action.

We believe that this proposed zoning change will aid the Town of Cumberland in realizing its ten-year vision: preserving its agricultural heritage, assuring environmental sustainability, providing quality affordable housing for all ages and income levels, and facilitating moderate growth through prudent planning.

We look forward to the opportunity to discuss our proposal further and collaborate towards creating a more livable, diverse, and sustainable community in Cumberland.

Sincerely,

Nate Green | 207.317.0033

Chris Marshall | 207.409.0426

PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

Offer Date June 5, 2023

Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Nate Green, Chris Marshall, c/o GreenMars Real Estate Services

Jennifer L. Marston Esty ("Buyer") and ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ☒ part of (if "part of" see para. 22 for explanation) the property situated in municipality of Cumberland, County of Cumberland, State of Maine, located at 00 (259) Range Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 37045, Page(s) 185.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$499,000.00. Buyer ☐ has delivered; or ☒ will deliver to the Agency within 7 days of the Effective Date, a deposit of earnest money in the amount of \$5,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$_____ will be delivered _____. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: Allied Real Estate ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 5:00 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. June 7, 2023 (date)

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on see attached (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) n/a. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

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Page 1 of 5 Buyer(s) Initials

Seller(s) Initials

| CONTINGENCY | YES | NO | FULL RESOLUTION | OBTAINED BY | TO BE PAID FOR BY |
|---|-------------------------------------|--------------------------|------------------------|--------------|-------------------|
| 1. SURVEY Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 2. SOILS TEST Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 3. SEPTIC SYSTEM DESIGN Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 4. LOCAL PERMITS Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 5. HAZARDOUS WASTE REPORTS Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 6. UTILITIES Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 7. WATER Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 8. SUB-DIVISION APPROVAL Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 9. DEP/LUPC/ACOE APPROVALS Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 10. ZONING VARIANCE Purpose: <u>West Cumberland overlay zoning district change</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | within <u>180</u> days | <u>Buyer</u> | <u>Buyer</u> |
| 11. HABITAT REVIEW/ WATERFOWL Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 12. REGISTERED FARMLAND Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 13. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 14. DEED RESTRICTION Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 15. TAX STATUS* Purpose: <u>To research removal cost of the Open Space Rax program</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | within <u>180</u> days | <u>Buyer</u> | <u>TBD</u> |
| 16. BUILD PACKAGE Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | _____ | _____ |
| 17. OTHER Purpose: <u>Wetland Delineation study</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | within <u>180</u> days | <u>Buyer</u> | <u>Buyer</u> |

* If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. ☐ Yes ☒ No

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

☒ is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
☐ is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

☐ Buyer's ability to purchase ☐ is ☒ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.

Subject to Financing

☐ Buyer's obligation to close is subject to financing as follows:

- a. Buyer's obligation to close is subject to Buyer obtaining a _____ price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
- d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- f. Buyer's ability to obtain financing ☐ is ☐ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.
- g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 11e shall remain in full force and effect.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Suzanne Roberge (007564) of Allied Real Estate (1020)
Licensee _____ MLS ID _____ Agency _____
is a ☐ Seller Agent ☐ Buyer Agent ☒ Disc Dual Agent ☐ Transaction Broker

Suzanne Roberge (007564) of Allied Real Estate (1020)
Licensee _____ MLS ID _____ Agency _____
is a ☐ Seller Agent ☐ Buyer Agent ☒ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.


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Page 3 of 5 Buyer(s) Initials _____ Seller(s) Initials TIME

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.
18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.
19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and withdrawals of counteroffers will be effective upon communication, verbally or in writing.
20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.
21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.
22. OTHER CONDITIONS: This P&S is contingent upon the Sellers to continue to market the property and accept backup offer up to the end of the investigation period.
- Sellers agree to sell and buyers agree to buy a partial lot of 22.29+/- acreage as drawn on survey by Wayne Wood dated March 2023 Job #221140
23. GENERAL PROVISIONS:
- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
 - Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
 - Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
 - Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
 - Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.
24. ADDENDA: ☐ Yes ☐ No Explain: _____

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00 Range Road

Microscape Housing

Town of Cumberland, ME

Property

259 RANGE ROAD

Google Directions

Zoom

View Details

Google Maps Link

Town of Cumberland, ME

Map Gallery

Property Record Card

Property

Address

259 RANGE ROAD

ID

0R07 0004 0000

Account

0R07 0004 0000

Ownership

Name

MARSTON ESTY, JENNIFER L

Address

216 SABBATHDAY RD NEW GLOUCESTER, ME 04260

Valuation

Total

\$369,300

Buildings

\$165,100

Land

\$204,200

Last Sale

\$0 on 2020-07-31

Book/Page

37045

Land

Area

28.00 Acres

Zoom To

Share

Print

Property Quick Search

Q Search

Selection

Themes

Markup

+

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Person

Map

Measure

Google App Geo

Keyboard shortcuts

Map data ©2023 Google

500 m

Terms of Use

Report a map err

43.831767, -70.33712

Town of Cumberland, ME

Property

259 RANGE ROAD

Google Directions

Zoom

View Details

Google Maps Link

Town of Cumberland, ME

Map Gallery

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Last Sale

\$0 on 2020-07-31

Book/Page

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Land

Area

28.00 Acres

Zoom To

Share

Print

Property Quick Search

Search

Selection

Themes

Markup

Google App Geo

Keyboard shortcuts

Map data ©2023 Google

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[View Details](#)

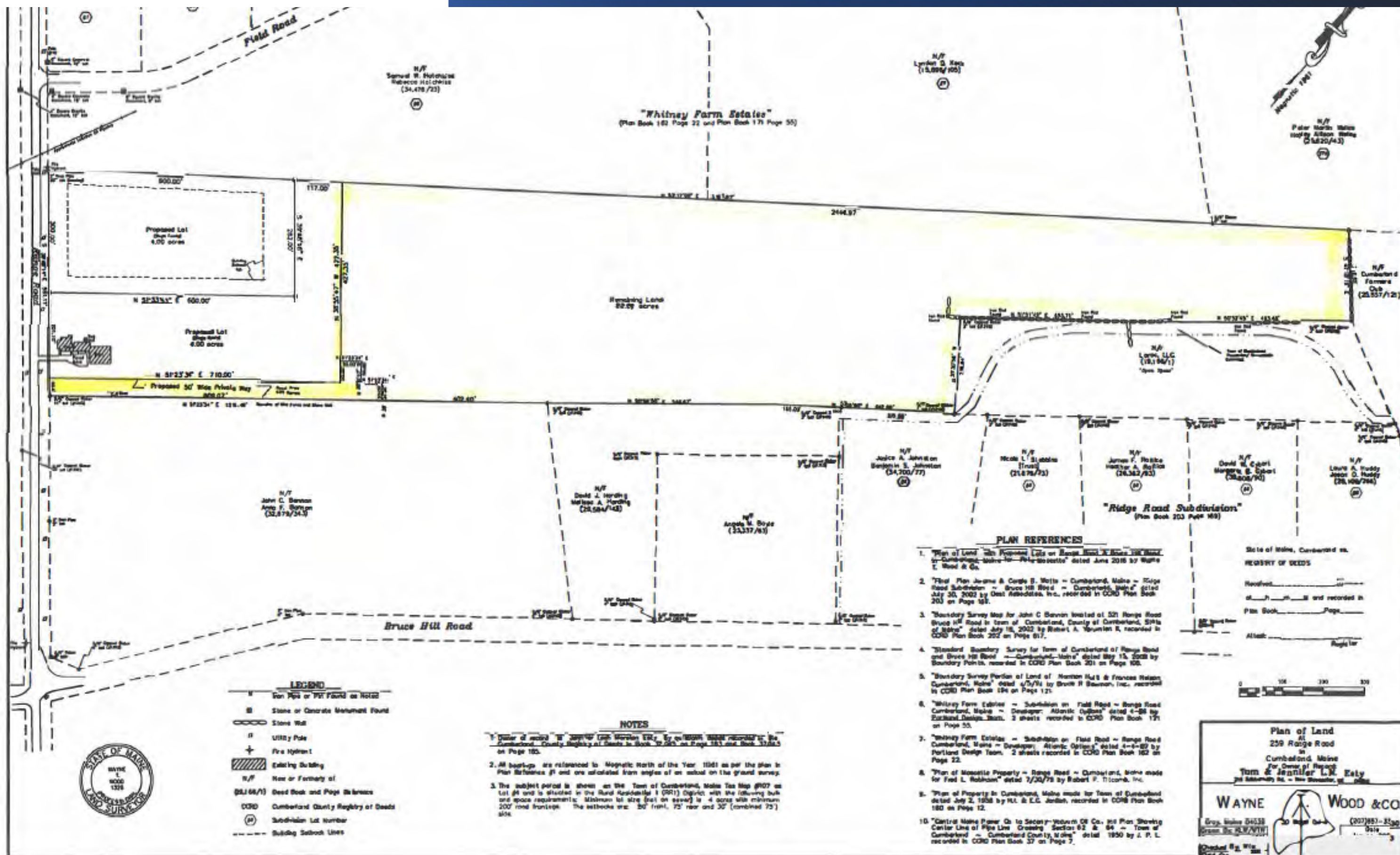
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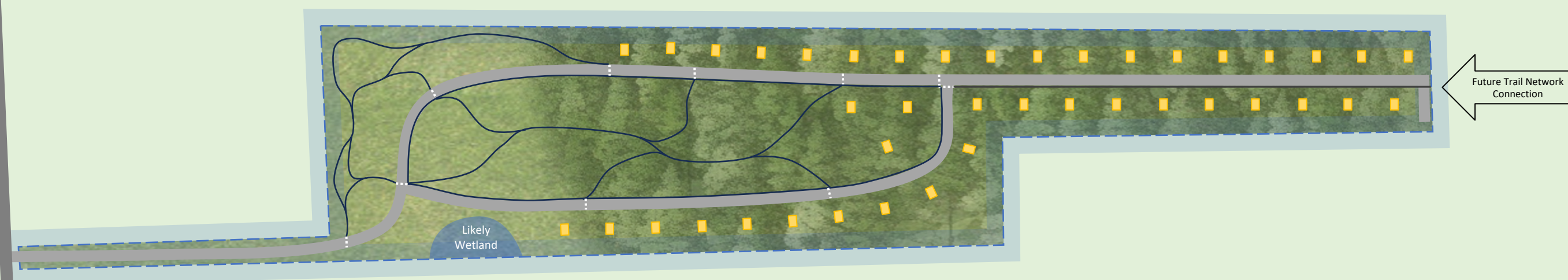
| | |
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| Account | 0R07 0004 0000 |
|---------|----------------|

Address 216 SABBATHDAY RD NEW
GLOUCESTER, ME 04260

Book/Page 37045

Area 28.00 Acres





| | |
|----------------|-------------|
| Side Setbacks: | 37.5' |
| Rear Setback: | 50.0' |
| Lot frontage: | 100' |
| Road and lots: | 485k sqft |
| Total lot size | 971k sqft |
| Unit count | 40 |
| Avg. Unit Size | 800 Sq. Ft. |

1:3000 scale | 1" = 250' | 1pt = 3.48'



0 125 250 375 500 750 1,000 1,500 2,000













