

AGENDA

Scarborough Planning Board

Regular Meeting – 6:30 PM

Monday, January 30, 2023

TO VIEW JANUARY 30 PLANNING BOARD MEETING (YouTube – VIEW ONLY):

<https://www.youtube.com/channel/UCD5Y8CFy5HpXMftV3xX73aw/videos>

TO ATTEND JANUARY 30 PLANNING BOARD MEETING (ZOOM):

https://scarboroughmaine.zoom.us/webinar/register/WN_mSEXqvLhTke1QtLrqWriHA

This meeting of the Scarborough Planning Board will be conducted as a hybrid virtual meeting. Applicants and Board members should attend in person, members of the public are encouraged to attend virtually.

1. Call to Order (6:30 P.M.)
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes (January 9, 2022)
5. Consent Item: Chamberlain Construction, Inc. requests a subdivision review of the eighth amended Dunstan Crossing Subdivision. The amendment would transfer land from lot 108 to 107, and combine lots 106 and 107 to create one large lot. Additionally, a small portion of homeowner association land will be added to the newly formed lot 107 area. The property is further identified as Assessor's Map U301, Maps 106, 107, and 108.*
6. Group 1 Automotive, Inc. requests a site plan amendment review for two building additions totaling approximately 2,300 square feet. The project is located at 137 U.S. Route 1, Assessor's Map U47, Lot 94.*
7. Crossroads Holdings, LLC requests a subdivision amendment review of the third amended Phase I Subdivision at The Downs. The amendment would widen Right of Way and change landscaping along Scarborough Downs Road near Route 1 to accommodate required MaineDOT TMP improvements. The property is further identified as Assessor's Map R52, Lot 4.*

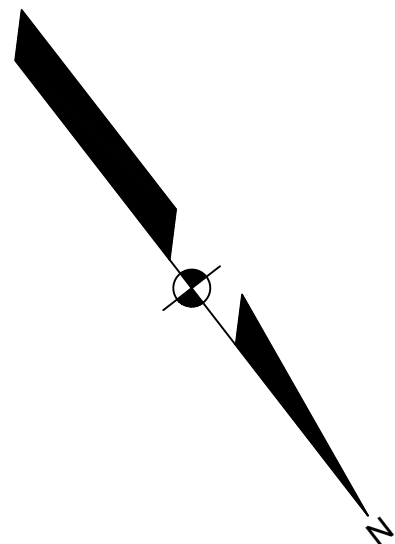
8. Aaron Converse requests a sketch plan review for construction of a 126 room hotel located at 83 Mussey Road. The property is further identified as Assessor's Map R55, Lot 17.*
9. Election of Officers
10. Appointment of Planning Board Liaisons to Town Boards & Committees
 - a. Long Range Planning Committee
 - b. Transportation Committee
11. Staff Report
12. Administrative Amendment Report
13. Minor Development Reviews (Staff Review)
14. Correspondence
15. Planning Board Comments
16. Adjournment

*Public comment will be allowed on this item.

NO NEW ITEMS SHALL BE TAKEN UP AFTER 10:00 PM

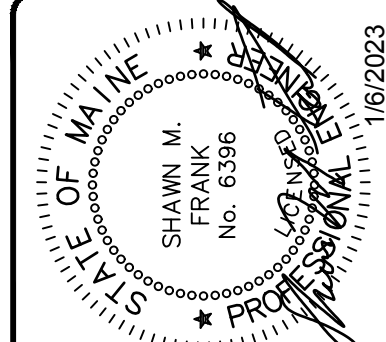
Item #5

Chamberlain Construction Inc. is requesting a subdivision amendment review for the eighth amended Dunstan Crossing Subdivision. The amendment would transfer a small area of land from lot 108 to lot 107 of the approved subdivision, and combine lot 106 with 107 to create one, larger lot (lot 107). With the addition of the lot 108 and lot 106 land, lot 107 would be increased in size from 0.4 acres to just under 1 acre under the proposal.



AMENDMENT NOTE:
THIS PLAN AMENDS A PLAN TITLED "7TH AMENDED SUBDIVISION PLAN OF DUNSTAN CROSSING," SHEET 4 OF 27, RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS ON JANUARY 25, 2021 IN PLAN BOOK 221, PAGE 44. THE AMENDMENT CONSISTS OF REVISING LOT 107 BY THE ADDITION OF A PORTION OF LOT 108 AND COMMON AREA V2 AND THE ELIMINATION OF LOT 106.

STATE OF MAINE, CUMBERLAND COUNTY SS, REGISTRY OF DEEDS
RECEIVED _____ 20____
AT _____ H _____ M _____ AND
RECORDED IN _____
PLAN BOOK _____ PAGE _____
ATTEST: _____ REGISTER



REV.	BY	DATE	STATUS
C	SMF	01-13-2023	REVISED PER TOWN REVIEW
B	SMF	1-6-2023	RELEASED FOR APPROVAL
A	SMF	12-19-2022	SUBMIT 8TH AMENDED PLAN TO TOWN

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.



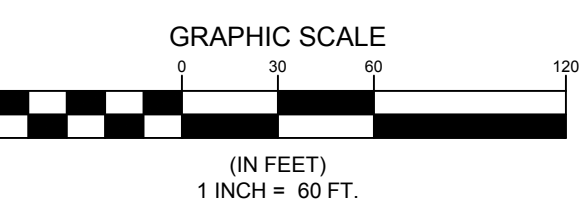
EIGHTH AMENDED SUBDIVISION PLAN
OF:
DUNSTAN CROSSING
U.S. ROUTE ONE/BROADTURN ROAD
SCARBOROUGH, MAINE
FOR RECORD OWNER:
RAYNAN PROPERTIES LLC & CHAMBERLAIN CONSTRUCTION, INC.
1022 PORTLAND ROAD
SACO, MAINE 04072

DESIGNED	SMF
DRAWN	BVD
CHECKED	SMF
DATE	8/5/2022
SCALE	1"=60'
PROJECT	00414

SHEET 4 OF 27

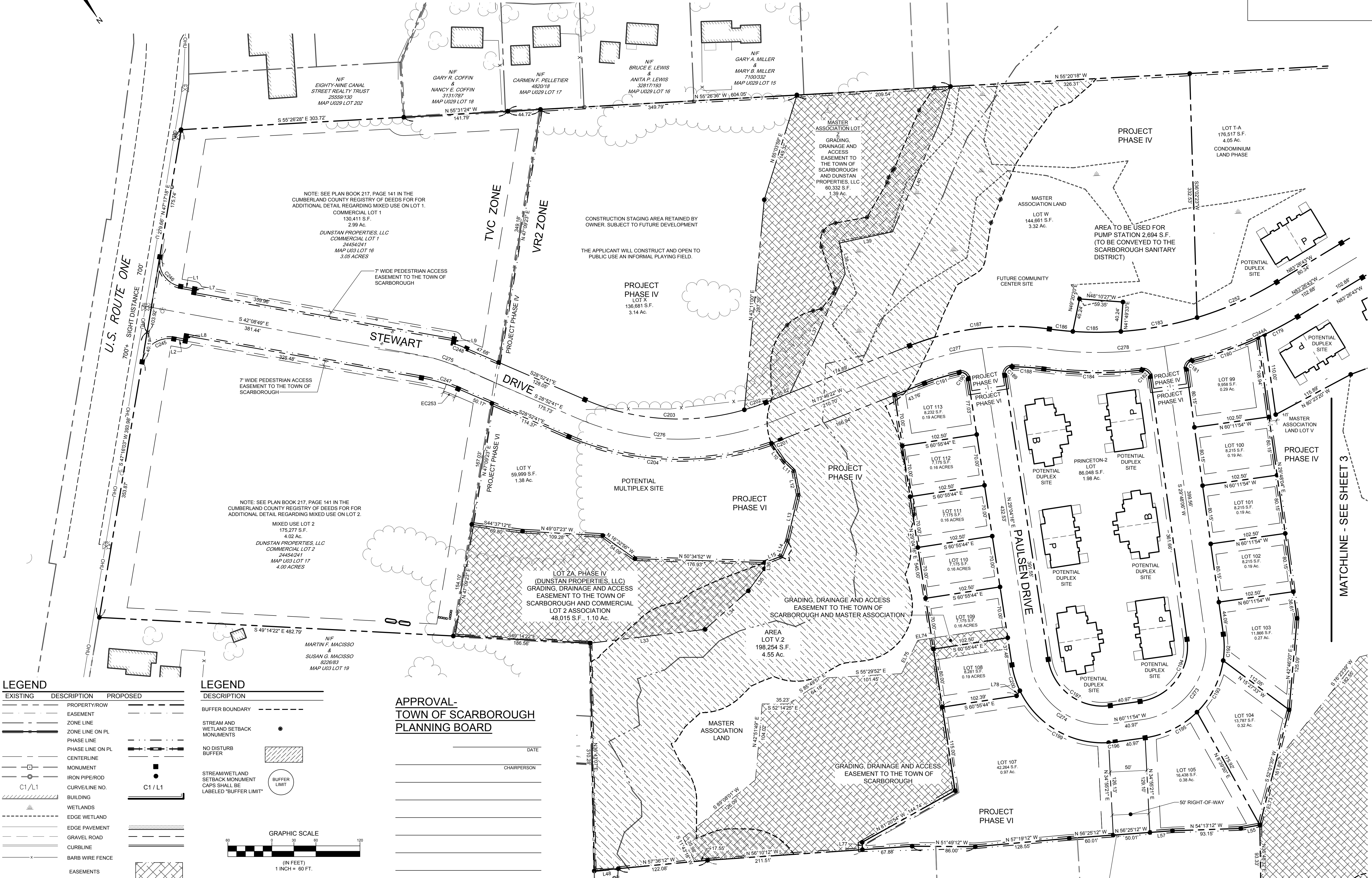
EXISTING	DESCRIPTION	PROPOSED
	PROPERTY/ROW	
	EASEMENT	
	ZONE LINE	
	ZONE LINE ON PL	
	PHASE LINE	
	PHASE LINE ON PL	
	CENTERLINE	
	MONUMENT	
	IRON PIPE/ROD	
	CURVE/LINE NO.	
	BUILDING	
	WETLANDS	
	EDGE WETLAND	
	EDGE PAVEMENT	
	GRAVEL ROAD	
	CURLINE	
	BARB WIRE FENCE	
	EASEMENTS	

LEGEND	DESCRIPTION
	BUFFER BOUNDARY
	STREAM AND WETLAND SETBACK MONUMENTS
	NO DISTURB BUFFER
	STREAM/WETLAND SETBACK MONUMENT
	CAPS SHALL BE LABELED "BUFFER LIMIT"
	BUFFER LIMIT



APPROVAL-
TOWN OF SCARBOROUGH
PLANNING BOARD

_____	DATE
_____	CHAIRPERSON



GENERAL NOTES

- THE RECORD OWNERS OF THE PROPERTY ARE RAYNAN PROPERTIES, LLC AND DUNSTAN PROPERTIES, LLC, BOTH HAVING A MAILING ADDRESS OF 1022 PORTLAND ROAD, SACO, MAINE 04072, IN ACCORDANCE WITH DEEDS RECORDED AT CUMBERLAND COUNTY REGISTRY OF DEEDS AS FOLLOWS: BOOK 27657, PAGE 82, BOOK 18941, PAGE 42, BOOK 18941, PAGE 43, BOOK 18941, PAGE 219, BOOK 22332, PAGE 219, BOOK 23952, PAGE 299, BOOK 24454, PAGE 241.
- PLAN REFERENCES:
 - PLAN SHOWING A PORTION OF THE NOKES & MARTIN PROPERTY, BY LIBBY & DOW, DATED DECEMBER 1, 1969, AND RECORDED IN THE CCRD IN PLAN BOOK 81 PAGE 17.
 - PLAN SHOWING A PORTION OF THE MARTIN PROPERTY "DUNSTAN VILLAGE", BY LIBBY AND DOW, DATED NOVEMBER 28, 1958 AND RECORDED IN THE CCRD IN PLAN BOOK 57 PAGE 58.
 - PLAN OF SUBDIVISION FOR LEE ADAM JR., BY C. R. STORER, INC., DATED JUNE 25, 1969, AND RECORDED IN THE CCRD IN PLAN BOOK 80 PAGE 26.
 - PLAN OF SUBDIVISION OF LAND FOR M. S. MOUTLON, BY A. M. & G. T. PILLSBURY, DATED OCTOBER 1936, AND RECORDED IN THE CCRD IN PLAN BOOK 28 PAGE 36.
 - PLAN OF SUBDIVISION FOR NOKES & MARTIN, BY C. R. STORER, INC., DATED DECEMBER 18, 1969, AND RECORDED IN THE CCRD IN PLAN BOOK 79 PAGE 31.
 - PLAN OF A PORTION OF BROADTURN ROAD AS REDefined BY THE COMMISSIONERS OF CUMBERLAND COUNTY FOLLOWING A HEARING OF SAME ON JUNE 3, 1964, BY H. I. & E. C. JORDAN SURVEYORS, DATED OCTOBER 23, 1964, AND RECORDED IN THE CCRB IN PLAN BOOK 7A PAGE 83 (2 SHEETS).
 - PROPERTY PLAN BY HNTB OF SECTION 1 FOR OF MAINE TURNPIKE, DATED MAY 1943, SHEET 1 OF 5 (SHOWING STATIONS 1920+00 THROUGH 1978+00).
 - PROPERTY PLAN BY HNTB OF SECTION 1 OF THE MAINE TURNPIKE, DATED SEPTEMBER 1946, SUPPLEMENTAL SHEET 5 (REVISED THROUGH OCTOBER 1964, AND SHOWING THE BROADTURN ROAD BRIDGE INTERSECTION).
 - BROADTURN UNDERPASS SITE PLAN, BY HNTB, FOR THE MAINE TURNPIKE AUTHORITY, CONTRACT # 93, DATED MAY 1999, SHEETS 1 AND 2 OF 2.
 - SUBDIVISION PLAN OF CASTLE TERRACE, BY G. T. PILLSBURY, FOR P. J. COSTELLO, DATED MARCH 28, 1953, AND RECORDED IN THE CCRD IN PLAN BOOK 39 PAGE 16.
- THE RIGHT OF WAY FOR ROUTE ONE WAS ESTABLISHED UTILIZING FOUND MONUMENTATION, AND THE RECORD DESCRIPTION IN THE CUMBERLAND COUNTY COMMISSIONERS RECORDS VOLUME 17 IS PAGE 132.
- THE TOTAL AREA OF THE SURVEYED PROPERTIES IS APPROXIMATELY 150.6 ACRES.
- SPACE AND BULK CRITERIA:

DUNSTAN VILLAGE RESIDENTIAL ZONING DISTRICT ZONE
NET RESIDENTIAL DENSITY: ... 2 DWELLING UNITS PER NET RESIDENTIAL ACRE

MIN. LOT SIZE	SEVERED	SINGLE-FAMILY	MULTIPLEX TOWNHOUSES	NON-RESIDENTIAL
5,000 S.F.	7,500 S.F.	15,000 S.F.	15,000 S.F.	15,000 S.F.
MIN. STREET FRONTAGE	30 FT.	70 FT.	70 FT.	70 FT.
MIN. FRONT YARD	5 FT.	5 FT.	5 FT.	5 FT.
MIN. SIDE YARD	15 FT.*	15 FT.**	15 FT.**	15 FT.**
MIN. REAR YARD	15 FT.*	15 FT.**	15 FT.**	15 FT.**
MAX. BUILDING HEIGHT	35 FT.	35 FT.	35 FT.	35 FT.
MAX. BUILDING COVERAGE	60%	60%	60%	60%

* May be reduced to 5 feet for single-family dwellings within the same residential development if the dwelling and the abutting dwellings meet the fire rating requirements for the lesser setback as per the NFPA 101 Life Safety Code.
** May be reduced to 10 feet for two-family dwellings if the structures meet the Fire Rating requirements as per the NFPA 101 Life Safety Code. The Planning Board may also allow lesser separation between two-family and multi-family dwellings than the setback requirements dictated above if these dwellings are located on the same lot and the structures meet the Fire Rating requirements for the lesser separation as per the NFPA 101 Life Safety Code.

- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON ON THE GROUND FIELD SURVEY PERFORMED IN JANUARY 2001 THROUGH APRIL 2003 BY SEBAGO TECHNICS INC.
- WETLAND INFORMATION PROVIDED BY MARK HAMPTON ASSOCIATES. THE WETLAND AREAS SHOWN ON THE INDIVIDUAL LOTS SHALL NOT BE DISTURBED UNLESS THE REQUIRED PERMITS ARE FIRST OBTAINED. THE INDIVIDUAL LOTS ARE NOT ELIGIBLE FOR THE 4,300 S.F. FILL EXEMPTION.
- THE PROPERTY SHOWN ON THIS PLAN MAY BE DEVELOPED AND USED ONLY AS DEPICTED ON THIS APPROVED PLAN. ALL ELEMENTS AND FEATURES OF THIS PLAN AND ALL REPRESENTATIONS MADE BY THE APPLICANT CONCERNING THE DEVELOPMENT AND USE OF THE PROPERTY WHICH APPEAR IN THE RECORD OF THE PLANNING BOARD PROCEEDINGS ARE CONDITIONS OF APPROVAL. NO CHANGE FROM THE CONDITIONS OF APPROVAL IS PERMITTED UNLESS AN AMENDED SUBDIVISION PLAN IS FIRST SUBMITTED TO AND APPROVED BY THE PLANNING BOARD.
- THE SCARBOROUGH ENGINEERING DEPARTMENT RESERVES THE RIGHT TO REQUIRE ADDITIONAL WORK BEYOND WHAT IS SHOWN ON THE PLAN AS UNFORESEEN FIELD CONDITIONS REQUIRE. ANY CHANGES MADE DURING CONSTRUCTION SHALL BE COORDINATED WITH AND APPROVED BY THE SCARBOROUGH ENGINEERING DEPT.
- THE PERFORMANCE GUARANTEE REQUIRED BY SECTION 9.1 OF THE TOWN OF SCARBOROUGH SUBDIVISION ORDINANCE SHALL BE FURNISHED SEPARATELY FOR EACH PHASE. NO LOTS WITHIN ANY PHASE SHALL BE SOLD, LEASED OR OFFERED FOR SALE OR BUILT UPON UNTIL THE PERFORMANCE GUARANTEE FOR THAT PHASE, IN AN AMOUNT AND IN A FORM ACCEPTABLE TO AND APPROVED BY THE PLANNING BOARD AND TOWN TREASURER, HAS BEEN TENDERED BY THE SUBDIVIDER.
- THE OWNER SHALL SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO THE START OF CONSTRUCTION. THOSE IN ATTENDANCE SHALL INCLUDE THE CONTRACTOR, REPRESENTATIVES OF THE OWNER, CENTRAL MAINE POWER CO., FAIRPOINT COMMUNICATIONS, SPECTRUM, THE MUNICIPAL ENGINEER, FIELD INSPECTOR AND CONSULTING ENGINEER. ANY UTILITY PLAN REVISIONS NECESSITATED AS A RESULT OF THIS MEETING SHALL BE PREPARED AND SUBMITTED TO ALL OF THE PARTIES LISTED ABOVE.
- THE LOT GRADING AND BUILDING FOUNDATION ELEVATIONS FOR A SINGLE FAMILY RESIDENTIAL HOUSE ON A LOT SHALL BE SET SUCH THAT: THE BOTTOM OF THE FOOTING ELEVATIONS SHALL BE SET TO MAINTAIN A MINIMUM PITCH OF 1/8 INCH PER FOOT ALONG THE FOUNDATION DRAIN TO A FREE FLOWING OUTLET LOCATED WITHIN THE LOT LIMITS OR TO THE SUBSURFACE STORM DRAINAGE INFRASTRUCTURE WITHIN THE RIGHT-OF-WAY. ADDITIONALLY, LOT GRADING SHALL BE ACCOMPLISHED IN GENERAL CONFORMITY WITH THE OVERALL CONCEPTUAL GRADING PLAN OF THE PROJECT.
- NO LOAM OR TOPSOIL SHALL BE REMOVED FROM THE SUBDIVISION WITHOUT AN APPROVED PLAN FOR SUCH REMOVAL UNDER THE TOWN OF SCARBOROUGH EXTRACTIVE INDUSTRY, WASTE CONTROL, LANDFILL, AND LAND RECLAMATION ORDINANCE, EXCEPT FOR:
 - REMOVAL OF EXCESS MATERIAL NECESSARY FOR THE CONSTRUCTION OF THE ROADS, UTILITIES AND STORM WATER MANAGEMENT INFRASTRUCTURE SHOWN ON THE APPROVED PLANS FOR THE SUBDIVISION; OR
 - REMOVAL OF EXCESS MATERIAL NECESSARY TO CONSTRUCT A BUILDING OR BUILDINGS ON A LOT WITHIN THE SUBDIVISION WHEN APPROVED BY THE CODE ENFORCEMENT OFFICER IN CONNECTION WITH THE ISSUANCE OF A BUILDING PERMIT.
- STREET SIGNS SHALL BE INSTALLED PER TOWN STANDARDS AND PRIOR TO THE ISSUANCE OF CERTIFICATES OF OCCUPANCY. TRAFFIC CONTROL SIGNAGE SHALL CONFORM TO CURRENT MUTCD STANDARDS.
- ALL SUMMER AND WINTER MAINTENANCE OF THE PROPOSED ROAD AND STORM WATER INFRASTRUCTURE IN THIS SUBDIVISION SHALL REMAIN THE RESPONSIBILITY OF THE SUBDIVIDER UNTIL THE ROAD IS ACCEPTED BY THE TOWN COUNCIL UNDER THE REQUIREMENTS OF THE STREET ACCEPTANCE ORDINANCE AND ANY EASEMENTS REQUIRED FOR THE STORM WATER INFRASTRUCTURE HAVE BEEN GRANTED TO THE TOWN. IF REQUESTED BY THE SUBDIVIDER, THE TOWN OF SCARBOROUGH WILL PROVIDE MAINTENANCE OF THE ROAD AND STORM WATER INFRASTRUCTURE PENDING THEIR ACCEPTANCE, UNDER THE TERMS OF A MAINTENANCE AGREEMENT BETWEEN THE TOWN OF SCARBOROUGH AND THE SUBDIVIDER, AT THE SUBDIVIDER'S EXPENSE.
- SEE DUNSTAN CROSSING MASTER DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS RECORDED IN BOOK 25113, PAGE 119, AS AMENDED IN BOOK 27953, PAGE 96, AND BOOK 30037, PAGE 266, AS IT MAY BE FURTHER AMENDED AND TO BE RECORDED, TO BE APPLICABLE AS EACH PROJECT PHASE IS DEVELOPED PURSUANT TO RECORDED SUPPLEMENTAL DECLARATIONS.
- MASTER ASSOCIATION IS THE DUNSTAN CROSSING MASTER ASSOCIATION (THE OWNERS ASSOCIATION).
- MASTER ASSOCIATION LANDS ARE TO BE CONVEYED ON A PROJECT PHASE BASIS TO THE MASTER ASSOCIATION. OPEN SPACE LANDS ALSO FORM A PORTION OF THE MASTER ASSOCIATIONS LANDS.
- THE OPEN SPACE IS THE RESPONSIBILITY OF THE OWNERS ASSOCIATION, AND NOT THE TOWN OF SCARBOROUGH.
- THE COST OF MAINTENANCE OF THE STORM WATER MANAGEMENT INFRASTRUCTURE OUTSIDE OF THE RIGHT-OF-WAY SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS ASSOCIATION. THE EASEMENTS DEPICTED DO NOT OBLIGATE OR REQUIRE THE TOWN OF SCARBOROUGH TO EXERCISE ANY OF THE RIGHTS GRANTED IN THE DEED DESCRIPTIONS.
- A TOTAL OF 15 MULTIPLEX UNITS ARE APPROVED WITH THE EXACT LOCATION AND CONFIGURATION TO BE BASED ON SUBSEQUENT SITE PLAN APPROVALS.
- THE TRAILS AND PARKS SHOWN ON THE SUBDIVISION PLAN SHALL BE OPEN FOR PUBLIC USES AND APPROPRIATE SIGNAGE SHALL BE ERECTED INFORMING THE PUBLIC OF THE AVAILABILITY OF THOSE FACILITIES FOR PUBLIC USE.
- PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY NEW DWELLING WITHIN THE SUBDIVISION, THE APPLICANT SHALL COORDINATE WITH THE PLANNING STAFF, CODE ENFORCEMENT OFFICER AND FIRE DEPARTMENT TO ESTABLISH AN ADMINISTRATIVE PROCESS, FIRE RATING STANDARDS, AND PLOT PLAN SUBMISSION REQUIREMENTS FOR ADMINISTERING BUILDING PERMITS FOR BOTH NEW CONSTRUCTION AND FUTURE BUILDING EXPANSIONS, ALTERATIONS OR ADDITIONS THAT MAY TRIGGER FIRE RATING CONSTRUCTION.
- THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF THE TOWN OF SCARBOROUGH POST-CONSTRUCTION STORMWATER INFRASTRUCTURE MANAGEMENT ORDINANCE, AND COMPLIANCE WITH A POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN IS A CONDITION OF APPROVAL. ANY PERSON OWNING, OPERATING, LEASING OR HAVING CONTROL OVER STORMWATER MANAGEMENT FACILITIES REQUIRED BY THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN MUST ANNUALLY ENGAGE THE SERVICES OF A QUALIFIED POST-CONSTRUCTION STORMWATER INSPECTOR WHO MUST CERTIFY COMPLIANCE WITH THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN ON OR BY JUNE 1ST OF EACH YEAR.
- THE PROPOSED EXTENSION OF THE GOOGINS DRIVE RIGHT-OF-WAY SHALL BECOME A PUBLIC RIGHT-OF-WAY OF THE TOWN IF AND WHEN A CONNECTION IS MADE TO THE ABUTTING PROPERTY AND WHEN THE ELEMENTS WITHIN THE RIGHT-OF-WAY ARE UPGRADED TO MEET THE TOWN'S STREET ACCEPTANCE STANDARDS.

NET RESIDENTIAL CALCULATIONS

TOTAL AREA OF LOT = 142.23 Ac.

- WETLAND (8.72 Ac.)
- 10% FOR ROADS AND PARKING (13.35 Ac.)
- UNUSABLE LAND (0 Ac.)
- AREA WITHIN FLOOD BOUNDARY (0 Ac.)
- ORGANIC SOILS (0 Ac.)
- EXISTING EASEMENTS (0 Ac.)
- AREA WITHIN RESOURCE PROTECTION DISTRICT (0 Ac.)
- AREA OF EXISTING STORM WATER MANAGEMENT (0 Ac.)

NET RESIDENTIAL AREA = 120.16 Ac.

TOTAL NUMBER OF UNITS ALLOWED @ 2 UNITS PER NET RESIDENTIAL ACRE = 240 UNITS
DENSITY BONUS THROUGH AFFORDABLE HOUSING PROVISIONS (10%) = 24 UNITS
TOTAL ALLOWED PROJECT UNITS (INCLUDING BONUS UNITS) = 264
TOTAL CURRENTLY PROPOSED PROJECT UNITS = 263

CURVE TABLE				
CURVE	LENGTH	RADIUS	CRD. BEARING	CRD. DIST.
C1	138.81'	125.00'	S 1°37'39" E	131.79'
C2	40.04'	204.48'	S 7°1'18"29" W	39.98'
C3	206.19'	227.31'	N 56°55'55" E	199.19'
C4	39.29'	25.00'	N 21°03'49" W	35.37'
C5	39.25'	25.00'	S 68°56'11" W	35.34'
C6	53.71'	277.50'	S 18°25'04" W	53.63'
C7	51.20'	222.50'	S 17°22'13" W	51.09'
C8	59.17'	222.50'	S 3°09'32" W	59.00'
C9	15.82'	222.50'	S 6°29'45" E	15.81'
C10	88.11'	277.50'	S 3°46'34" W	87.74'
C11	17.66'	10.00'	N 45°16'52" E	15.45'
C12	13.19'	10.00'	N 46°19'30" W	12.26'
C13	51.89'	122.50'	N 3°36'14" E	51.51'
C14	81.97'	193.50'	N 3°36'14" E	81.36'
C15	16.01'	10.00'	S 30°07'15" E	14.35'
C16	15.41'	10.00'	S 9°59'52" W	13.93'
C17	35.02'	138.50'	N 22°59'00" W	34.93'
C18	76.33'	138.50'	N 46°00'55" E	75.37'
C19	24.37'	193.50'	N 19°20'52" E	24.35'
C20	10.53'	10.00'	S 74°06'50" W	10.05'
C21	16.35'	10.00'	S 8°47'09" W	14.59'
C22	50.89'	472.50'	S 58°43'04" W	50.87'
C23	51.11'	527.50'	S 59°01'40" W	51.09'
C24	17.89'	10.00'	S 72°29'33" E	15.80'
C25	15.15'	10.00'	N 80°32'28" W	13.74'
C26	14.00'	10.00'	N 15°57'14" E	12.88'
C27	14.09'	10.00'	S 83°35'42" E	12.95'
C28	17.44'	10.00'	N 6°43'37" E	15.31'
C29	50.01'	927.50'	S 55°08'49" W	50.01'
C30	163.46'	927.50'	S 48°33'13" W	163.24'
C31	178.87'	872.50'	S 50°10'29" W	178.56'
C32	98.11'	175.00'	N 59°17'54" W	98.83'
C33	44.62'	225.00'	N 58°32'51" W	44.55'
C34	15.36'	10.00'	N 83°07'27" E	13.90'
C35	37.81'	225.00'	N 48°03'07" W	37.76'
C36	14.37'	10.00'	S 2°03'42" E	13.17'
C37	15.71'	10.00'	S 30°21'31" E	14.14'
C38	15.71'	10.00'	N 59°38'29" E	14.14'
C39	65.67'	225.00'	S 66°59'51" E	65.43'
C40	51.07'	175.00'	S 66°59'51" E	50.89'
C41	35.84'	140.00'	S 51°18'08" E	35.75'
C42	18.36'	10.00'	N 83°25'23" E	15.89'
C43	15.61'	10.00'	S 13°54'42" E	14.07'
C44	153.85'	140.00'	S 12°29'08" E	146.22'
C45	278.79'	190.00'	S 16°36'04" E	254.44'
C46	295.59'	190.00'	S 70°00'11" W	266.67'
C47	162.10'	140.00'	S 65°40'21" W	153.20'
C48	18.26'	10.00'	N 28°51'01" W	15.83'
C49	38.43'	140.00'	N 73°17'33" W	38.31'
C50	15.90'	10.00'	S 69°00'50" W	14.26'
C51	15.74'	10.00'	N 20°20'06" W	14.17'
C52	16.36'	10.00'	S 71°38'22" W	14.80'
C53	15.07'	10.00'	N 18°18'01" W	13.69'
C54	16.34'	10.00'	S 71°14'59" W	14.58'
C55	14.00'	10.00'	N 21°22'28" W	12.88'
C56	15.20'	10.00'	N 74°58'26" E	13.78'
C57	196.87'	175.00'	S 63°39'17" W	186.65'
C58	130.76'	125.00'	S 48°41'56" W	124.87'
C59	18.32'	10.00'	N 48°50'58" W	15.86'
C60	37.56'	125.00'	S 87°16'26" W	37.42'
C61	16.10'	10.00'	S 49°45'32" W	14.42'
C62	9.51'	90.00'	N 6°39'42" E	9.50'
C63	9.51'	90.00'	N 12°42'49" E	9.50'
C64	23.24'	110.00'	N 9°41'16" E	23.20'
C65	28.32'	110.00'	N 23°06'53" E	28.24'
C66	60.12'	110.00'	N 46°08'48" E	59.37'
C67	43.70'	225.00'	N 69°47'38" W	43.64'
C68	41.45'	90.00'	N 28°55'59" E	41.08'
C69	30.91'	90.00'	N 51°57'54" E	30.76'
C70	43.10'	90.00'	N 75°31'17" E	42.89'
C71	57.32'	110.00'	N 76°43'54" E	56.67'
C72	17.81'	10.00'	S 39°44'16" E	15.55'
C73	32.49'	250.00'	S 15°00'31" W	32.47'
C74	41.94'	250.00'	S 6°28'45" W	41.89'
C75	15.71'	10.00'	S 46°40'00" W	14.14'
C76	99.97'	250.00'	S 9°46'55" E	99.30'
C77	44.90'	300.00'	S 19°51'08" E	44.86'
C78	83.59'	300.00'	S 7°34'56" E	83.32'
C79	56.89'	300.00'	S 5°49'55" W	56.80'
C80	39.10'	300.00'	S 14°59'53" W	39.07'
C81	15.14'	40.00'	S 9°03'06" W	15.05'
C82	22.71'	60.00'	S 9°03'06" W	22.57'
C83	28.56'	40.00'	N 18°39'41" E	27.95'
C84	20.41'	60.00'	N 7°57'19" E	20.32'
C85	22.42'	60.00'	N 28°24'29" E	22.29'
C86	5.22'	60.00'	S 22°23'14" W	5.22'
C87	3.48'	40.00'	S 22°23'14" W	3.48'
C88	15.26'	175.00'	S 71°08'23" W	15.26'
C89	20.09'	225.00'	S 22°12'01" W	20.09'
C90	19.64'	225.00'	S 17°08'31" W	19.63'
C91	14.12'	110.00'	N 27°08'05" E	14.12'
C92	11.56'	90.00'	N 27°08'05" E	11.55'
C93	172.17'	927.50'	S 38°11'13" W	171.92'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CRD. BEARING	CRD. DIST.
C94	174.09'	872.50'	S 38°35'07" W	173.80'
C95	16.02'	10.00'	S 13°01'22" E	14.36'
C96	15.40'	10.00'	N 78°58'38" E	13.92'
C97	16.02'	10.00'	N 13°01'22" W	14.36'
C98	15.40'	10.00'	S 76°58'38" W	13.92'
C99	15.56'	10.00'	N 77°26'43" E	14.04'
C100	15.86'	10.00'	N 12°33'17" W	14.25'
C101	15.86'	10.00'	S 12°33'17" E	14.25'
C102	15.56'	10.00'	S 77°26'43" W	14.04'
C103	15.86'	10.00'	S 12°33'17" E	14.25'
C104	15.56'	10.00'	N 77°26'43" E	14.04'
C105	87.35'	125.00'	N 76°55'58" W	85.58'
C106	52.41'	75.00'	N 76°55'58" W	51.35'
C107	30.98'	75.00'	S 69°12'57" W	30.76'
C108	31.59'	75.00'	S 45°19'03" W	31.35'
C109	104.28'	125.00'	S 57°09'03" W	101.28'
C110	15.92'	10.00'	S 12°21'42" E	14.29'
C111	15.49'	10.00'	S 77°38'18" W	13.99'
C112	27.77'	75.00'	S 22°38'46" W	27.61'
C113	26.60'	75.00'	S 1°52'52" W	26.46'
C114	90.60'	125.00'	S 12°29'15" W	88.63'
C115	33.05'	75.00'	S 20°54'04" E	32.78'
C116	32.01'	75.00'	S 45°45'00" E	31.76'
C117	108.42'	125.00'	S 33°07'36" E	105.06'
C118	15.56'	10.00'	N 77°26'48" E	14.04'
C119	15.86'	10.00'	N 12°33'12" W	14.25'
C120	15.56'	10.00'	S 77°26'48" W	14.04'
C121	15.86'	10.00'	S 12°33'12" E	14.25'
C122	52.07'	125.00'	S 69°54'31" E	51.69'
C123	14.23'	10.00'	N 57°23'44" E	13.06'
C124	52.44'	227.50'	S 23°14'12" W	52.33'
C125	72.89'	175.00'	S 69°54'31" E	72.37'
C126	14.23'	10.00'	N 41°04'44" W	13.06'
C127	73.01'	227.50'	S 9°30'38" E	72.70'
C128	75.09'	172.50'	S 6°14'04" E	74.50'
C129	77.71'	172.50'	S 19°08'29" W	77.05'
C130	15.71'	10.00'	N 12°58'13" W	14.15'
C131	15.70'	10.00'	N 77°01'47" E	14.14'
C132	15.71'	10.00'	N 12°58'13" W	14.15'
C133	15.70'	10.00'	N 77°01'47" E	14.14'
C134	15.56'	10.00'	S 77°26'27" W	14.04'
C135	15.86'	10.00'	N 12°33'33" W	14.25'
C136	15.86'	10.00'	S 12°33'33" E	14.25'
C137	15.56'	10.00'	S 77°26'27" W	14.04'
C138	15.56'	10.00'	N 77°26'27" E	14.04'
C139	15.86'	10.00'	N 12°33'33" W	14.25'
C140	50.34'	65.00'	S 35°48'08" E	49.09'
C141	46.20'	85.00'	S 28°11'12" E	45.63'</

Dunstan Crossing/Village Development Comparison - Original TMP v Buildout to Date

	A	B	C	D	E
	Built to Date Dunstan Crossing	Built to Date Dunstan Village ^C	ITE LUC ^A	AM Peak Hour Trips	PM Peak Hour Trips
Residential Land Uses	Dwelling Units	Dwelling Units			
Townhouses	14	12	230	38	45
Duplexes	60	0	230		
Single Family Homes	67	0	210	50	68
Multiplex Units (Apartments)	0	34	220	17	21
Total Residential Units	141	46			
Other Land Uses (Dunstan Village) ^C		SF	ITE LUC ^A		
High Turnover Sit Down Restaurant ^D	N/A	4670	932	0	51
Hair Salon	N/A	2700	918 ^B	3	4
Retail (Building G) ^E	N/A	1172	820	1	18
Physical Therapist (Building G) ^E	N/A	2700	720	7	10
Office Space (Building G) ^E	N/A	3782	710	6	6

A- Land Use Code from 7th Edition ITE Trip Generation Manual

B - LUC from ITE Trip Generation 9th Edition Used. Comparable use in 7th Edition Not Available

C- Dunstan Village development began in 2017 by taking "credit" for a portion of the the unbuilt Dunstan Crossing trips

D- Includes Proposed 1,000 SF Expansion

E-Building G Under Construction

Total built To Date (12/9/2022)			
Time Period	Total Trips	Permitted Trips	Difference
AM Peak Hour of Adjacent Street	122	143	-21
PM Peak Hour of Adjacent Street	223	184	39

Dunstan Crossing and Village Built to Date

LUC 210 - Single Family Detached Housing		
67	Dwelling Units	
Time Period	Rate/DU	Total Trips
AM Peak Hour of Adjacent Street	0.75	50
PM Peak Hour of Adjacent Street	1.01	68

LUC 220 - Apartment		
34	Dwelling Units	
Time Period	Rate/DU	Total Trips
AM Peak Hour of Adjacent Street	0.51	17
PM Peak Hour of Adjacent Street	0.62	21

LUC 918^B -Hair Salon		
2.7	1000 SF GFA	
Time Period	Rate/1000 SF	Total Trips
AM Peak Hour of Adjacent Street	1.21	3
PM Peak Hour of Adjacent Street	1.45	4

B - LUC from ITE Trip Generation 9th Edition Used. Comparable use in 7th Edition Not Available

LUC 720 - Medical Office Building		
2.7	1000 SF GFA	
Time Period	Rate/1000 SF	Total Trips
AM Peak Hour of Adjacent Street	2.48	7
PM Peak Hour of Adjacent Street	3.72	10

Total built To Date (12/9/2022)			
Time Period	Total Trips	Permitted Trips	Difference
AM Peak Hour of Adjacent Street	122	143	-21
PM Peak Hour of Adjacent Street	223	184	39

LUC 230 - Residential Condominium/Townhouse^A		
86	Dwelling Units	
Time Period	Rate/DU	Total Trips
AM Peak Hour of Adjacent Street	0.44	38
PM Peak Hour of Adjacent Street	0.52	45

A - Dwelling Units includes 26 Townhouse Units and 60 Duplex Units

LUC 932 - High-Turnover Sit Down Restaurant		
4.67	1000 SF GFA	
Time Period	Rate/1000 SF	Total Trips
AM Peak Hour of Adjacent Street ^A	0	0
PM Peak Hour of Adjacent Street	10.92	51

A - Restaurant closed during AM Peak Hour of Adjacent Street

LUC 820 - Shopping Center		
1.172	1000 SF GLA	
Time Period	Rate/1000 SF	Total Trips
AM Peak Hour of Adjacent Street ^A	1.03	1
PM Peak Hour of Adjacent Street	3.75	18

LUC 710 - General Office Building		
3.782	1000 SF GFA	
Time Period	Rate/1000 SF	Total Trips
AM Peak Hour of Adjacent Street	1.55	6
PM Peak Hour of Adjacent Street	1.49	6

Item #6

Group 1 Automotive, Inc. requests a site plan review for two building additions to the existing Mercedes Benz dealership located at 137 U.S. Route 1. The project would involve construction of a 1,745 square foot addition in the rear of the building and a 470 square foot addition in the front to square off existing showroom space. The additions would be used for customer lounge and reception areas, sales offices, and restroom space. The property is further identified as Assessor's Map U47 Lot 94.

PROJECT DIRECTORY

Owner / Client:

Contact: Brad Johnson
Company: Group 1 Automotive, Inc.
Email: bjohnson@Group1Auto.com
Address: 800 Cassner Rd, Suite 300
Houston, TX 77024

Civil Engineer:

Contact: Birk Ayer, P.E.
Company: Ayer Design Group, LLC
Email: birk@ayerdesigngroup.com
Address: 215 Johnson Street
Rock Hill, SC 29730

Architect:

Contact: David McLean, AIA
Company: Johnson + McLean + Design, LLC
Email: dcm@jmdesign.com
Address: 308 S 2nd Centre Street
Fernandina Beach, FL 32034

Project Title:

Mercedes-Benz of Scarborough

Project Address:

137 US-1
Scarborough, ME 04074

Issuance Information:

Contract Zone Site Plan Approval | 01.09.23

DRAWING INDEX

PAGE	NAME
01	Cover Sheet
02	ALTA/NSPS Land Title Survey
03	Amended Contract Zone Site Plan
A101	Overall Exst./ Demo. Floor Plan
A102	Exst./ Demo Showroom Floor Plan
A104	Proposed Showroom Floor Plan
A200	Exsting / Demo Exterior Elevations
A201	Proposed Exterior Elevations
A202	Exterior Perspectives

J+MxD

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PROJECT:
MB of
Scarborough

137 US-1
Scarborough, ME 04074

GROUP 1
AUTOMOTIVE®

Owner: Group 1 Automotive, Inc.

DATE: 01.09.23
PROJECT NO: 22-233
DATE: ISSUANCE

NOTES:

NOT FOR CONSTRUCTION



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The Contractor is responsible for checking all dimension, details, etc. and report all discrepancies to Johnson + McLean + Design, LLC PRIOR to commencement of construction.

Cover Sheet

SCALE:

01

DRAWN BY: CJM/BEJ

IN CERTAIN LOT OR PARCEL OF LAND WITH ANY IMPROVEMENTS THEREON, SITUATED IN TOWN OF SCARBOROUGH, COUNTY OF CUMBERLAND AND STATE OF MAINE, AS SHOWN ON A MAP OF THE TOWN OF SCARBOROUGH, MAINE, DATED 1915, AND RECORDED IN THE MAINE STATE ROUTE ONE, SCARBOROUGH, MAINE, FOR: 137 U.S. ROUTE ONE REALTY, LLC, PREPARED BY SEBAGO TECHNICS, DATED DECEMBER 20, 2016, LAST REVISED FEBRUARY 10, 2017, PROJECT NO. 01518, B&C PROJECT NO. 201604382-28, AND BOUNDED AND DESCRIBED THEREON AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY SIDELINE OF HUDSON AVENUE AT THE WESTERLY CORNER OF LAND NOW OR FORMERLY OF PETER FLANAGAN AS RECORDED AT THE MAINE COUNTY REGISTRY OF DEEDS IN BOOK 11513, PAGE 4 AND A 5/8-INCH REBAR, CAP #2028;

THENCE S 52°-39'-33" E, BY AND ALONG THE LAND OF SAID FLANAGAN, A DISTANCE OF 148.69 FEET, TO OTHER LAND NOW OR FORMERLY OF PETER FLANAGAN AS RECORDED AT THE MAINE COUNTY REGISTRY OF DEEDS IN BOOK 13822, PAGE 51 AND A 5/8-INCH REBAR, CAP #285; FOLLOWS;

THENCE S 37°-08'-17" W, BY AND ALONG THE LAND OF SAID FLANAGAN, A DISTANCE OF 50.40 FEET, TO A POINT ON THE 1-1/2" DIAMETER IRON PIPE, CAP #2028;

THENCE S 48°-04'-34" E, CONTINUING BY AND ALONG THE LAND OF SAID FLANAGAN, A DISTANCE OF 113.35 FEET, TO A POINT ON THE NORTHWESTERLY SIDE OF U.S. ROUTE ONE AND A 5/8-INCH REBAR, CAP #2028;

THENCE S 48°-04'-34" E, CONTINUING BY AND ALONG THE SIDELINE OF U.S. ROUTE ONE AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 11389.16 FEET, AN ARC LENGTH OF 200.21 FEET, HAVING A CHORD OF S 38°-25'-48" W, 200.21 FEET TO A CORNER AND A 5/8-INCH REBAR, CAP #2028;

THENCE S 48°-04'-39" E, CONTINUING BY AND ALONG THE SIDELINE OF SAID U.S. ROUTE ONE, A DISTANCE OF 21.43 FEET, TO A CORNER AND A 5/8-INCH REBAR, CAP #2028;

THENCE GENERALLY SOUTHWESTERLY, CONTINUING BY AND ALONG THE SIDELINE OF SAID U.S. ROUTE ONE, A DISTANCE OF 368.10 FEET, TO A POINT OF TANGENCY, HAVING AN ARC LENGTH OF 368.10 FEET, HAVING A CHORD OF S 38°-50'-08" W, 368.04 FEET TO A POINT OF TANGENCY;

THENCE S 40°-50'-29" W, CONTINUING BY AND ALONG SAID U.S. ROUTE ONE, A DISTANCE OF

209.67 FEET, TO LAND NOW OR FORMERLY OF WARREN & BENJAMIN ALBERT, TRUSTEES OF ALCOIT MANAGEMENT COMPANY AS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 4250, PAGE 236, AND AN IRON PIPE FOUND;

THENCE N 49°-09'-57" E, BY AND ALONG SAID U.S. ROUTE ONE, A DISTANCE OF 150.20 FEET; TO LAND NOW OR FORMERLY OWNED BY RICHARD L. AND MARIE A. AUBE, AS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 9337, PAGE 6 TO A CAP IN PAYMENT *DES LAUBIERES PLS 1374*;

THENCE N 49°-09'-57" E, BY AND ALONG THE LAND OF SAID AUBE, A DISTANCE OF 85.67 FEET; TO A 5" REBAR WITH CAP #2028;

THENCE CONTINUING N 49°-09'-57" W, BY AND ALONG THE LAND OF SAID AUBE, A DISTANCE OF 196.50 FEET, TO THE SOUTHERLY SIDELINE OF HUDSON AVENUE AND A 5/8" INCH REBAR FOUND;

THENCE N 40°-57'-11" E, BY AND ALONG THE SOUTHERLY SIDE OF SAID HUDSON AVENUE, A DISTANCE OF 246.00 FEET;

THENCE E 40°-57'-18" E, CONTINUING BY AND ALONG SAID SOUTHERLY SIDE OF HUDSON AVENUE, A DISTANCE OF 85.60 FEET;

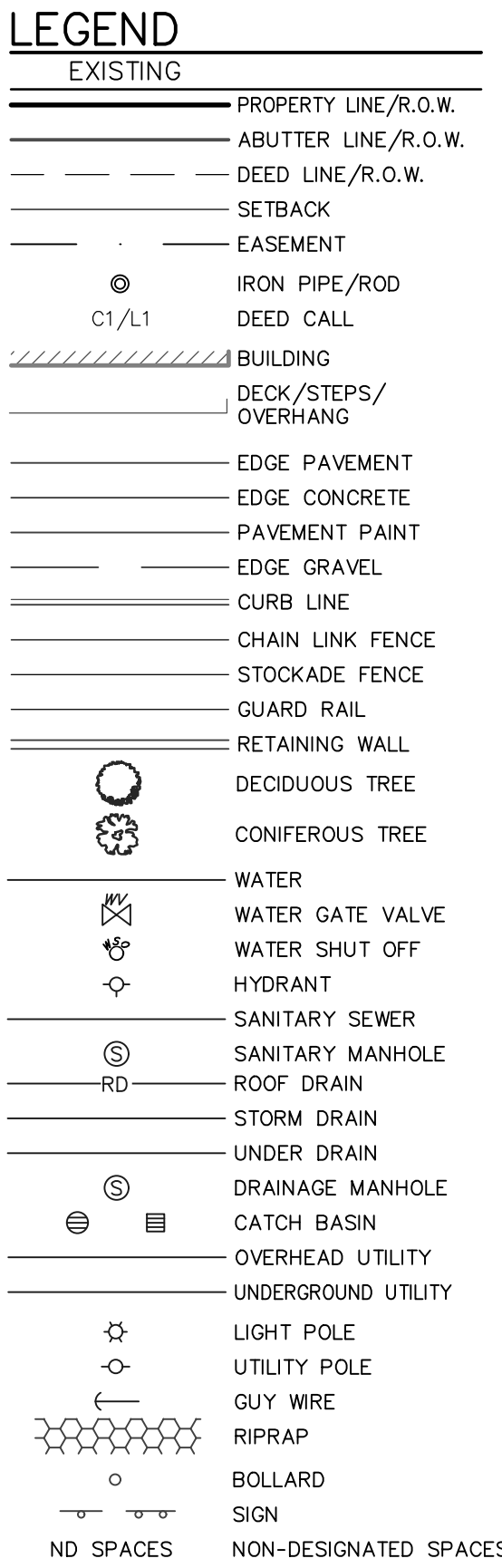
THENCE E 40°-57'-11" E, CONTINUING BY AND ALONG SAID SOUTHERLY SIDE OF HUDSON AVENUE, A DISTANCE OF 140.00 FEET TO A 5/8" INCH REBAR, CAP #2028;

THENCE CONTINUING E 40°-57'-18" E, CONTINUING BY AND ALONG SAID SOUTHERLY SIDE OF HUDSON AVENUE, A DISTANCE OF 440.78 FEET, TO THE POINT OF BEGINNING.

THE PROPERTY SURVEYED, SHOWN AND DESCRIBED INTENDS TO DESCRIBE THE PARCEL
CONTAINED IN THE TITLE COMMITMENT FILE NO. NCS-1093969-4-HOU1, BY FIRST AMERICAN
TITLE INSURANCE COMPANY, BEARING AN EFFECTIVE DATE OF OCTOBER 15, 2021.

TOGETHER WITH THE BENEFIT OF THE DRAINAGE AGREEMENT, LICENSE AND GRANT OF EASEMENT BETWEEN THE STATE OF MAINE ACTING THROUGH THE MAINE DEPARTMENT OF TRANSPORTATION AND FIRST SCARBOROUGH REALTY OF MAINE, LLC DATED JULY 14, 2003, AND RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 19923, PAGE 132; AS AFFECTED BY FIRST AMENDMENT TO DRAINAGE AGREEMENT, LICENSE AND GRANT OF EASEMENT DATED JUNE 15, 2015, RECORDED IN BOOK 32378, PAGE 234.

- A. SUBDIVISION PLAN OF GUTE PROPERTY, ROUTE 1 AND FIRST STREETS, SCARBOROUGH, MAINE MADE FOR MICHAEL SWEENEY BY ROYAL RIVER SURVEY COMPANY DATED JULY 21, 1999; REFERENCE TO JOB #99044.
- B. MAINE DEPT. OF LAND & CONSERVATION, 137 U.S. ROUTE ONE, SCARBOROUGH, MAINE FOR PRIME MERCEDES, INC. BY SEBAGO TECHINCS, INC. DATED APRIL 10, 2002. REFERENCE TO FILE #01518.
- C. MAINE DEPT. OF GREENACRE, BY CHARLES KING, DATED AUGUST 1923, AND RECORDED IN THE C.C.R.D. IN PG. 16 PG. 6.
- D. SUBDIVISION OF LAND FOR HUDSON ESTATE, BY A. M. & G. T. PULLSBURY, DATED DECEMBER 1942 AND RECORDED IN THE CCRD IN PG. 28 PG 37.
- E. MAINE DEPT. OF LAND & CONSERVATION RIGHT OF WAY PLAN DATED OCT. 1938 FILED IN C.C.R.D. PG. 26 PG. 25-27.
- F. MAINE DEPT. OF TRANSPORTATION RIGHT OF WAY PLAN DATED AUGUST 1970 FILED IN C.C.R.D. PG. 111 PG 189 SHEETS 7&8.
- G. MAINE DEPT. OF TRANSPORTATION RIGHT OF WAY PLAN MAY 1992 FILED IN C.C.R.D. PG 197 PG. 202&203 SHEETS 9&10 OF 10.
- H. ALTA LAND TITLE SURVEY OF MERCEDES BENZ CENTER 137 US ROUTE ONE, SCARBOROUGH, MAINE FOR PRIME MERCEDES BENZ SCARBOROUGH REALTY LLC, BY SEBAGO TECHINCS, INC. LAST DATED AUGUST 4, 2015.
- I. EXISTING CONDITIONS PLAN OF GUTE PROPERTY FOR JOSEPH H. GUTE BY SEBAGO TECHINCS INC PROJECT NUMBER 00378 AND DATED JULY 30, 2001.
- J. ALTA LAND TITLE SURVEY OF PRIME MERCEDES BENZ 137 US ROUTE ONE, SCARBOROUGH, MAINE FOR 137 U.S. ROUTE ONE REALTY, LLC, BY SEBAGO TECHINCS INC., DATED FEBRUARY 16, 2017.
- K. ALTA/NPS/LAND TITLE SURVEY OF PRIME MERCEDES BENZ 137 US ROUTE ONE, SCARBOROUGH, MAINE FOR 137 U.S. ROUTE ONE REALTY, LLC, BY SEBAGO TECHINCS INC., DATED JULY 14, 2021.



FROM: TITLE COMMITMENT FILE NO. NCS-1093969-4-H0U1, BY FIRST AMERICAN TITLE INSURANCE COMPANY, BEARING AN EFFECTIVE DATE OF OCTOBER 15, 2021.

8. NOTICE OF LAYOUT AND TAKING DATED JULY 15, 1993 AND RECORDED IN BOOK 10888, PAGE 264 OF THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
SURVEY FINDINGS: ROUTE ONE RIGHT OF WAY PLOTTED IS BASED UPON THE NOTICE OF LAYOUT AND TAKING REFERENCED.

9. NOTICE OF INTENTION TO PREVENT ACQUISITION OF EASEMENT AND/OR RIGHT-OF-WAY FROM PETE FLANAGAN TO JOSEPH H. GUITE AND CARMEN GUITE DATED JUNE 5, 1998 AND RECORDED IN BOOK 13891, PAGE 214 OF THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
SURVEY FINDINGS: THIS APPEARS TO BE A NOTICE REGARDING AN ENCROACHMENT IN 1998 THAT DOES NOT APPEAR TO BE PLOTTED. THIS IS ON LAND SHOWN HEREON AS JACKALOPF PROPERTIES LLC AND IS APPROXIMATELY 20 FEET ALONG THE 113.35 FEET SIDELINE OF THE LOCUS PARCEL.

10. CONTRACT ZONING AGREEMENT BETWEEN THE TOWN OF SCARBOROUGH AND FIRST SCARBOROUGH REALTY OF MAINE, LLC DATED AUGUST 21, 2002 AND RECORDED IN BOOK 18112, PAGE 250 OF THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
SURVEY FINDINGS: AS TABLE A ITEM 6 WAS NOT SELECTED, ZONING IS NOT SURVEY RELATED.

11. QUITCLAIM DEED WITH COVENANT FROM JOSEPH H. GUITE TO FIRST SCARBOROUGH REALTY OF MAINE, LLC DATED FEBRUARY 20, 2003 AND RECORDED IN BOOK 18908, PAGE 102 OF THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
SURVEY FINDINGS: DEED WITHIN CHAIN OF TITLE

12. WARRANTY DEED FROM ARLIE R. PORATH TO FIRST SCARBOROUGH REALTY OF MAINE, LLC DATED FEBRUARY 15, 2003 AND RECORDED IN BOOK 18908, PAGE 113 OF THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
SURVEY FINDINGS: DEED WITHIN CHAIN OF TITLE

13. MORTGAGE DEED FROM FIRST SCARBOROUGH REALTY OF MAINE, LLC TO ARLIE R. PORATH DATED FEBRUARY 20, 2003 AND RECORDED IN BOOK 18908, PAGE 115 OF THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
SURVEY FINDINGS: MORTGAGE, NOT SURVEY RELATED

14. TERMS, CONDITIONS AND SUCH MATTERS SET FORTH IN DRAINAGE AGREEMENT, LICENSE AND GRANT OF EASEMENT BETWEEN THE STATE OF MAINE ACTING THROUGH THE MAINE DEPARTMENT OF TRANSPORTATION AND FIRST SCARBOROUGH REALTY OF MAINE, LLC DATED JULY 14, 2003, AND RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 19923, PAGE 132, AS AFFECTED BY FIRST AMENDMENT TO DRAINAGE AGREEMENT, LICENSE AND GRANT OF EASEMENT DATED JULY 15, 2005, RECORDED IN BOOK 32378, PAGE 234.
SURVEY FINDINGS: SAID PARCEL IS SUBJECT TO AND BENEFITED BY SAID DRAINAGE AGREEMENT, LICENSE AND GRANT OF EASEMENT WITH NO DESCRIPTION SO IS NOT PLOTTED ON PLAN

15. FIRST AMENDMENT TO THE CONTRACT ZONING AGREEMENT BETWEEN THE TOWN OF SCARBOROUGH AND FIRST SCARBOROUGH REALTY OF MAINE, LLC, DATED SEPTEMBER 26, 2004, AND RECORDED IN BOOK 21821, PAGE 26, AND ALL ATTACHMENTS THERETO;
SURVEY FINDINGS: AS TABLE A ITEM 6 WAS NOT SELECTED, ZONING IS NOT SURVEY RELATED.

16. SUBORDINATION AND ATTORNEYMENT AGREEMENT BY AND AMONG 137 U.S. ROUTE ONE, SCARBOROUGH REALTY, LLC, SAMORAN, LLC, AND TOYOTA MOTOR CREDIT CORPORATION, DATED DECEMBER 27, 2007 AND RECORDED IN BOOK 25710, PAGE 230 OF THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
SURVEY FINDINGS: FINANCIAL AND NOT SURVEY RELATED

- ONLY TO THE EXTENT THAT THE SAME CONSTITUTES OR COULD BE CONSTRUED AS A MEMORANDUM OF UNDERSTANDING PURSUANT TO THE PROVISIONS OF 33 M.R.S.A. §201, TERMS AND CONDITIONS OF LEASE AGREEMENT BETWEEN 137 U.S. ROUTE ONE SCARBOROUGH REALTY, LLC (LANDLORD) AND SADOWEN, LLC (TENANT), AS EVIDENCED AND AFFECTED BY SUBORDINATION AND ATTORNEY AGREEMENT BETWEEN 137 U.S. ROUTE ONE SCARBOROUGH REALTY, LLC AND SADOWEN, LLC DATED AUGUST 13, 2013 AND RECORDED IN BOOK 30927, PAGE 38.
SURVEY FINDINGS: NOT SURVEY RELATED
18. TERMS AND CONDITIONS AS SET FORTH IN A DEPARTMENT OF ENVIRONMENTAL PROTECTION DEPARTMENT ORDER DATED JUNE 15, 2005 AND RECORDED IN BOOK 22993, PAGE 115; AS CORRECTED AND CONFIRMED BY AN AFFIDAVIT DATED AUGUST 9, 2013 AND RECORDED IN BOOK 30927, PAGE 46.
SURVEY FINDINGS: NOT SURVEY RELATED SURVEY
19. SECOND AMENDMENT TO THE CONTRACT ZONING AGREEMENT BETWEEN THE TOWN OF SCARBOROUGH AND 137 U.S. ROUTE ONE SCARBOROUGH REALTY, LLC, DATED APRIL 30, 2015, AND RECORDED IN BOOK 32238, PAGE 198;
SURVEY FINDINGS: AS TABLE A ITEM 6 WAS NOT SELECTED, ZONING IS NOT SURVEY RELATED.
20. FIRST AMENDMENT TO DRAINAGE AGREEMENT, LICENSE, AND GRANT OF EASEMENT BY AND BETWEEN STATE OF MAINE, DEPARTMENT OF TRANSPORTATION AND 137 U.S. ROUTE ONE SCARBOROUGH REALTY, LLC, DATED JUNE 15, 2015 AND RECORDED IN BOOK 32378, PAGE 234 OF THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
SURVEY FINDINGS: EASEMENT REMAINS IN EFFECT UNDER A DIFFERENT OWNERS NAME.
21. THIRD SECOND AMENDMENT TO THE CONTRACT ZONING AGREEMENT BETWEEN THE TOWN OF SCARBOROUGH AND 137 U.S. ROUTE ONE SCARBOROUGH REALTY, LLC, DATED JUNE 23, 2016, AND RECORDED IN BOOK 33220, PAGE 132.
SURVEY FINDINGS: BUILDING AND PARKING AS PLOTTED ON PLAN
22. STATEMENT OF MERGER BETWEEN 137 U.S. ROUTE ONE SCARBOROUGH REALTY, LLC AND AMR REAL ESTATE HOLDINGS, LLC, DATED FEBRUARY 23, 2017 AND RECORDED IN BOOK 33852, PAGE 111 OF THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
SURVEY FINDING: NOT SURVEY RELATED
23. FOURTH AMENDMENT TO CONTRACT ZONING AGREEMENT BETWEEN THE TOWN OF SCARBOROUGH AND AMR REAL ESTATE HOLDINGS, LLC, DATED APRIL 12, 2021 AND RECORDED IN BOOK 38122, PAGE 5 OF THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
SURVEY FINDING: AS TABLE A ITEM 6 WAS NOT SELECTED, ZONING IS NOT SURVEY RELATED.

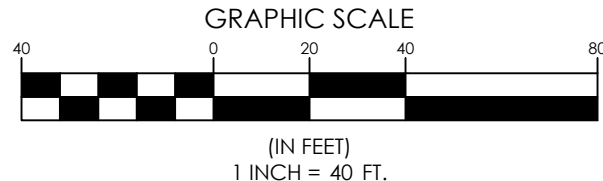
1. THE RECORD OWNER OF THE PARCEL IS GROUP 1 REALTY, INC. PER COUNTY CLERK'S FILE NO. 20160045268), ADDRESS 137 US ROUTE ONE, SCARBOROUGH MAINE 04074 PER DOCUMENTS PROVIDED.
2. THE LOCUS PROPERTIES ARE DEPICTED ON THE TOWN OF SCARBOROUGH TAX MAP U047 AS LOT 94.
3. PLAN ORIENTATION IS GRID NORTH, MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE 1802-NAD83, BASED ON DUAL FREQUENCY GPS OBSERVATIONS.
4. BOUNDARY INFORMATION FOR THE PRIME MEASUREMENT SITE IS BASED UPON PLAN REFERENCE H, SHOWN HEREIN (SHEET PL 14 OF 14). THIS PLAN WAS REDUCED TO 1/4"=20' TO SHOW DETAIL AROUND THE PROPOSED PROJECT AREA). THE BOUNDARY INFORMATION FOR THE FORMER GAS STATION SITE IS BASED UPON A BOUNDARY SURVEY PERFORMED IN MARCH OF 2015. THE FORMER GAS STATION SITE WAS PURCHASED BY 137 US ROUTE ONE SCARBOROUGH REALTY LLC IN 2015.
5. UNDERGROUND UTILITIES WILL BE SHOWN ON A SUPPLEMENTAL PLAN BY BLOODHOUND UNDERGROUND UTILITY LOCATOR. THE FORMER GAS STATION SITE IS LOCATED NEAR PLUMES LOCATED BY SEWERY TECHNIQUES.
6. IT IS UNKNOWN TO THIS SURVEYOR IF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.
7. TOTAL AREA OF THE SURVEYED PARCEL IS 5.97 ACRES.
8. PARKING SUMMARY: TOTAL PAINTED PARKING SPACES: 248 (INCLUDING 4 HANDICAP SPACES)
9. NO CEMETERIES OR BURIAL GROUNDS WERE OBSERVED ON SITE.
10. THERE IS NO OBSERVED RECENT EARTH WORK OR BUILDING CONSTRUCTION ON SITE.
11. THE SITE ADDRESS OF MERCEDES OF SCARBOROUGH IS LISTED AS 137 US ROUTE ONE IN THE TITLE COMPANY NUMBER WAS OBSERVED ON THE PLANS.
12. CURRENT DIRECT ACCESS TO US ROUTE ONE AND HUDSON AVENUE IS AS SHOWN HEREON.
13. THE SURVEY LEGAL DESCRIPTION IS THE SAME PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO NCS-1093969-4.

TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR, AMR REAL ESTATE HOLDINGS, LLC, SHERMAN ATLAS SYLVESTER & STAMELAN LLP, AND FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS: 2, 4, 7a, 7c, 9, 11a, 11b, 13, 14, 16, 18 & 19 OF TABLE THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 24, 2021.

Matthew W. Ek
MATTHEW W. EK
MAINE PLS 2117
SEBAGO TECHNICS, INC

MAY 10, 2022
DATE OF PLAT



DESIGNED		CHECKED	
SRM		TSL/MWF	
B	MWE	5/10/22	REVISED PER CLIENT REVIEW COMMENTS
A	MWE	12/20/21	RELEASED FOR CLIENT REVIEW
		REV BY:	STATUS:
		DATE:	
			THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNIQS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNIQS, INC.

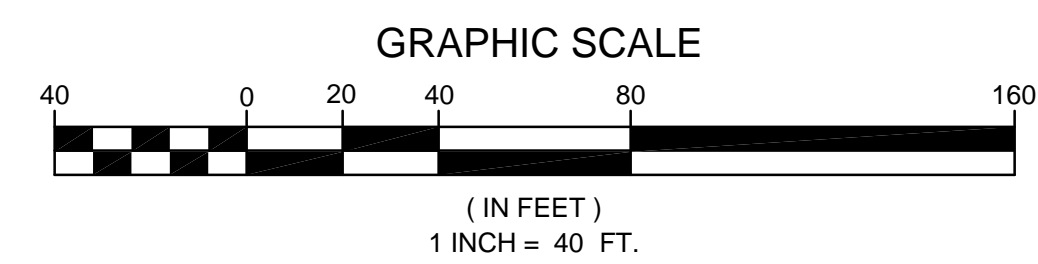
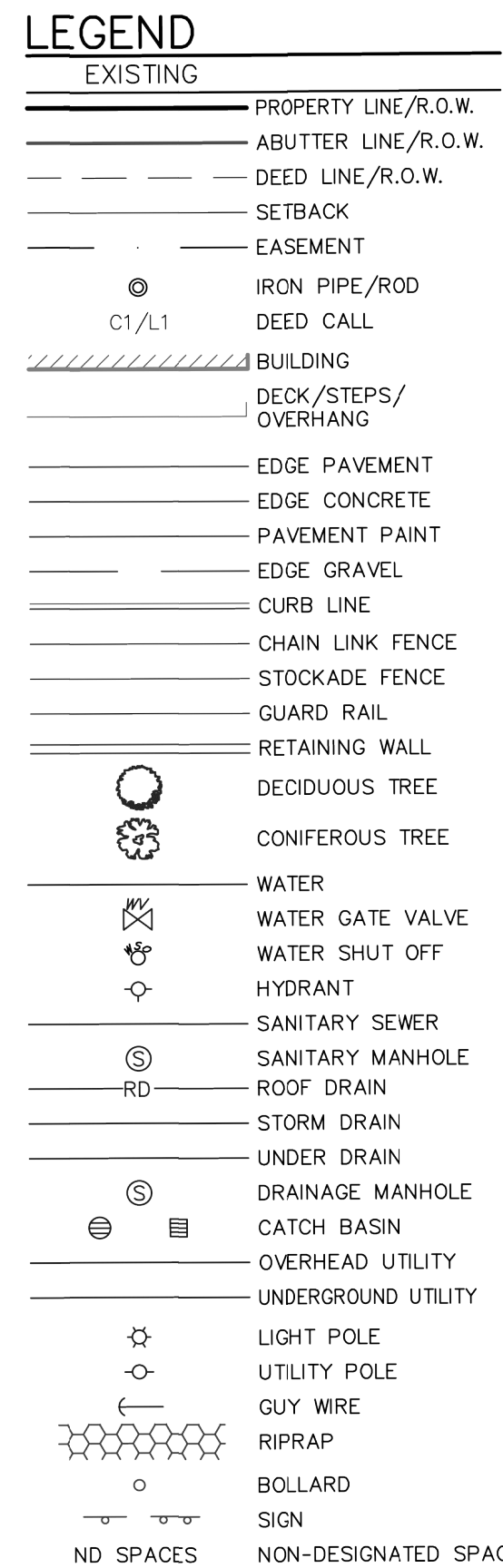
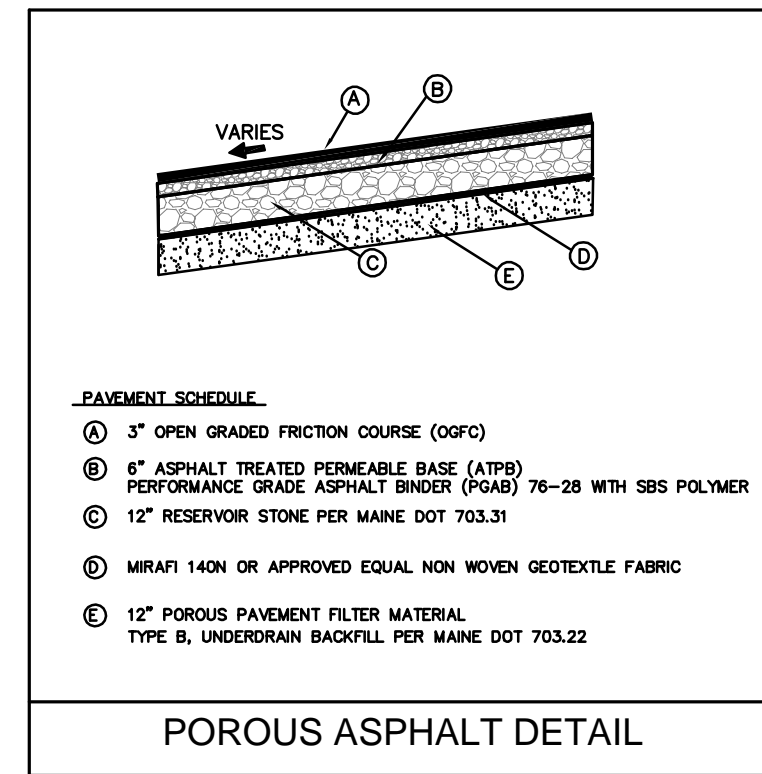
SEBAGO
TECHNICS

WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd.
Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

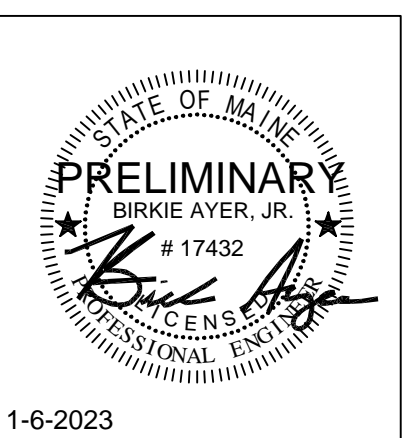
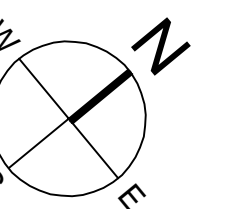
ALTA/NSPS LAND TITLE SURVEY
OF: MERCEDES BENZ OF SCARBOROUGH
137 US ROUTE ONE
SCARBOROUGH, MAINE
FOR:
GROUP 1 AUTOMOTIVE
800 GESSNER ROAD, SUITE 500
HOUSTON, TEXAS 77024

PROJECT NO.	SCALE
01518	1" = 40'

SHEET 1 OF 1

[illegible]

AYER DESIGN GROUP
PROFESSIONAL ENGINEERING SERVICES
215 Johnston Street
Rock Hill, SC 29730
Phone: 803-328-5858



SITE PLAN DRAWINGS
FOR
**MERCEDES-BENZ
OF SCARBOROUGH**
137 U.S. ROUTE 1
SCARBOROUGH, MAINE

AMENDED
CONTRACT ZONE
SITE PLAN

DATE: 1-6-2023

SCALE: 1" = 40'

JOB NO. 2022-9

SHEET: 1 OF 1



1 Overall Existing Floor Plan
SCALE: 3/32" = 1'-0"

FLOOR PLAN PARTITION LEGEND

- EXISTING NON-RATED PARTITION (NO POCH)
- EXISTING CONSTRUCTION TO BE DEMOLISHED
- NEW METAL STUD FRAMING @ 16" O.C. MAX WITH 5/8" GYPSUM BOARD
- NEW REINFORCED CONCRETE MASONRY WALL
- NEW 1-HOUR RATED PARTITION
- NEW 2-HOUR RATED PARTITION

J+MxD

Johnson + McLean x Design, LLC. ©2022

PROJECT:
**MB of
Scarborough**

137 US-1
Scarborough, ME 04074

GROUP 1
AUTOMOTIVE®

Owner: Group 1 Automotive, Inc.

DATE: 08.05.22
PROJECT NO: 22-293
DATE: ISSUANCE

NOTES:

NOT FOR CONSTRUCTION

All rights in and to these drawings are the Property of Johnson & McLean x Design, LLC. Reproduction, modification, licensing, disclosure and any use of the drawings is strictly prohibited unless pursuant to an authorized and paid for Johnson & McLean by Design, LLC license agreement.

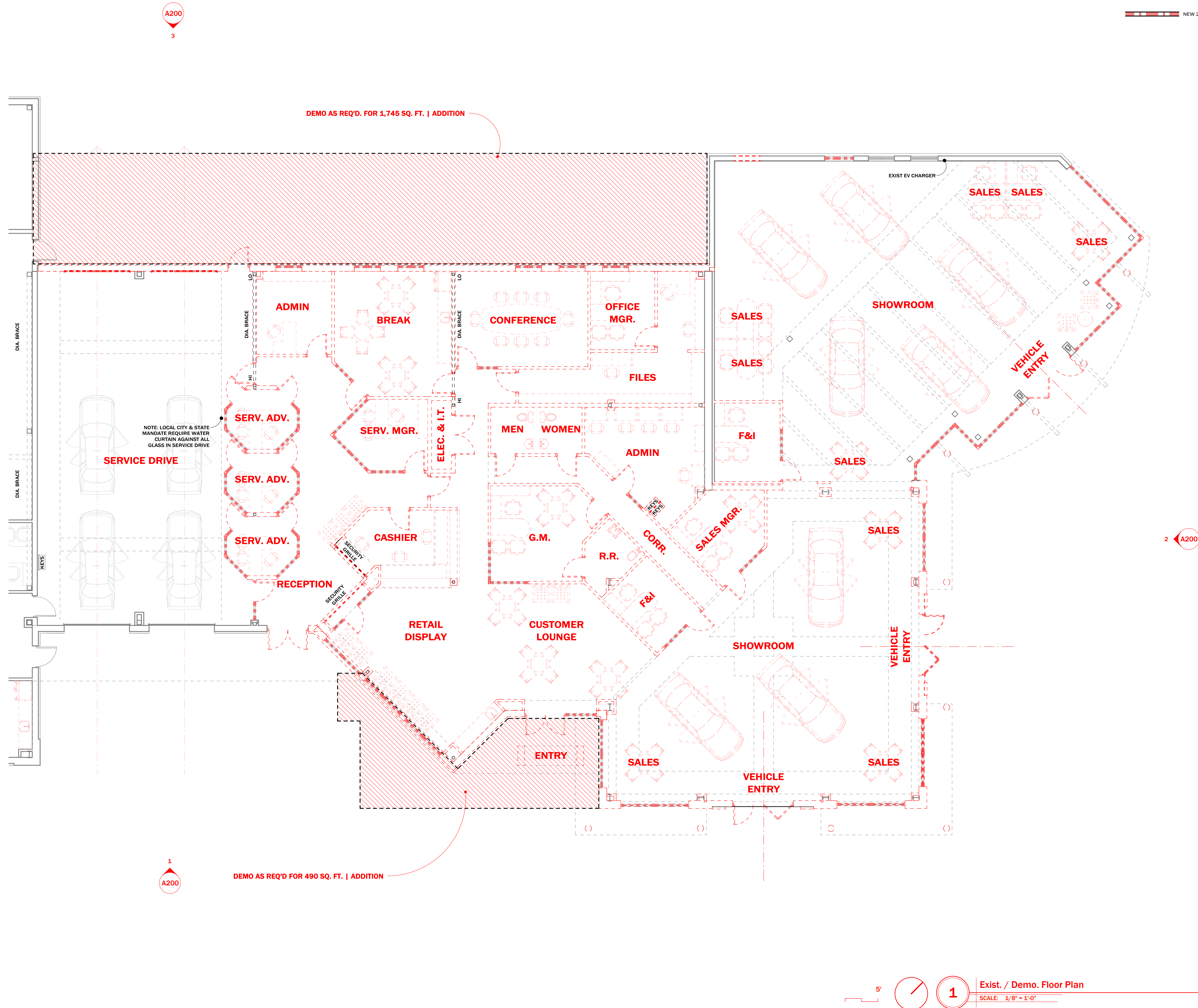
The Contractor is responsible for checking all dimensions, details, etc., and report all discrepancies to Johnson & McLean x Design, LLC PRIOR to commencement of construction.

**Overall
Exist./
Demo. Floor
Plan**

SCALE: 3/32" = 1'-0"

A101

DRAWN BY: BEJ



FLOOR PLAN PARTITION LEGEND

- EXISTING NON-RATED PARTITION (NO POCHÉ)
- EXISTING CONSTRUCTION TO BE DEMOLISHED
- NEW METAL STUD FRAMING @ 16" O.C. MAX WITH 5/8" GYPSUM BOARD
- NEW REINFORCED CONCRETE MASONRY WALL
- NEW 1-HOUR RATED PARTITION
- NEW 2-HOUR RATED PARTITION

J+MXD

Johnson + McLean x Design, LLC. ©2022

PROJECT:
MB of
Scarborough

137 US-1
Scarborough, ME 04074

GROUP 1
AUTOMOTIVE®

Owner: Group 1 Automotive, Inc.

DATE: 08.05.22
PROJECT NO: 22-293
DATE: ISSUANCE

NOTES:

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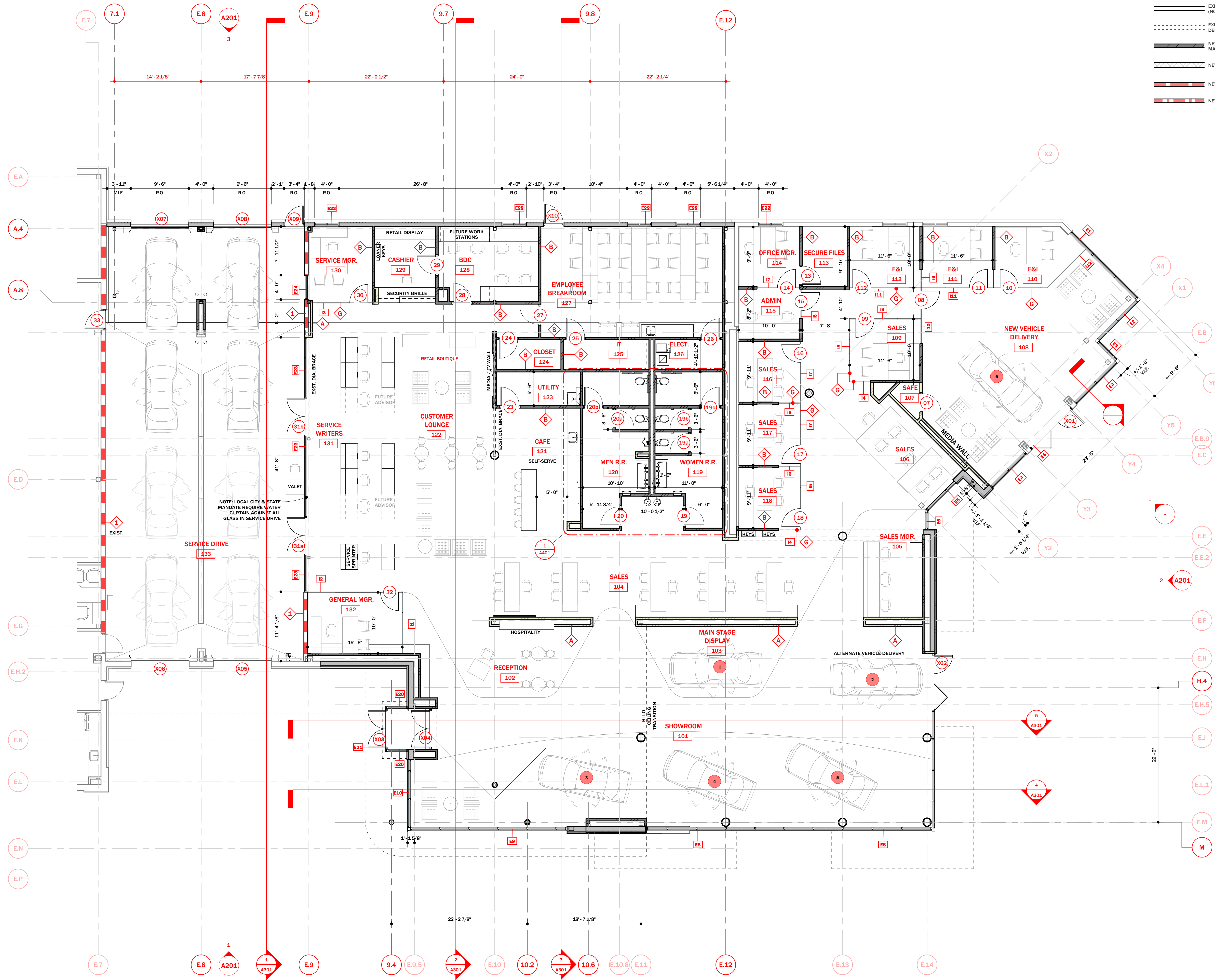
The Contractor is responsible for checking all dimension, details, etc. and report all discrepancies to Johnson & McLean x Design, LLC PRIOR to commencement of construction.

Exist. /
Demo Floor
Plan

SCALE: 1/8" = 1'-0"

A102

DRAWN BY: BEJ



FLOOR PLAN PARTITION LEGEND

- EXISTING NON-RATED PARTITION (NO POCHIE)
- EXISTING CONSTRUCTION TO BE DEMOLISHED
- NEW METAL STUD FRAMING @ 16" O.C. MAX WITH 5/8" GYPSUM BOARD
- NEW REINFORCED CONCRETE MASONRY WALL
- NEW 1-HOUR RATED PARTITION
- NEW 2-HOUR RATED PARTITION

J+MXD
Johnson + McLean x Design, LLC. ©2022

PROJECT:
MB of Scarborough

137 US-1
Scarborough, ME 04074

GROUP 1
AUTOMOTIVE®

Owner: Group 1 Automotive, Inc.

DATE: 12.09.22
PROJECT NO: 22-293
DATE: ISSUANCE

NOTES:

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The Contractor is responsible for checking all dimension, details, etc., and report all discrepancies to Johnson + McLean x Design, LLC PRIOR to commencement of construction.

Proposed Floor Plan

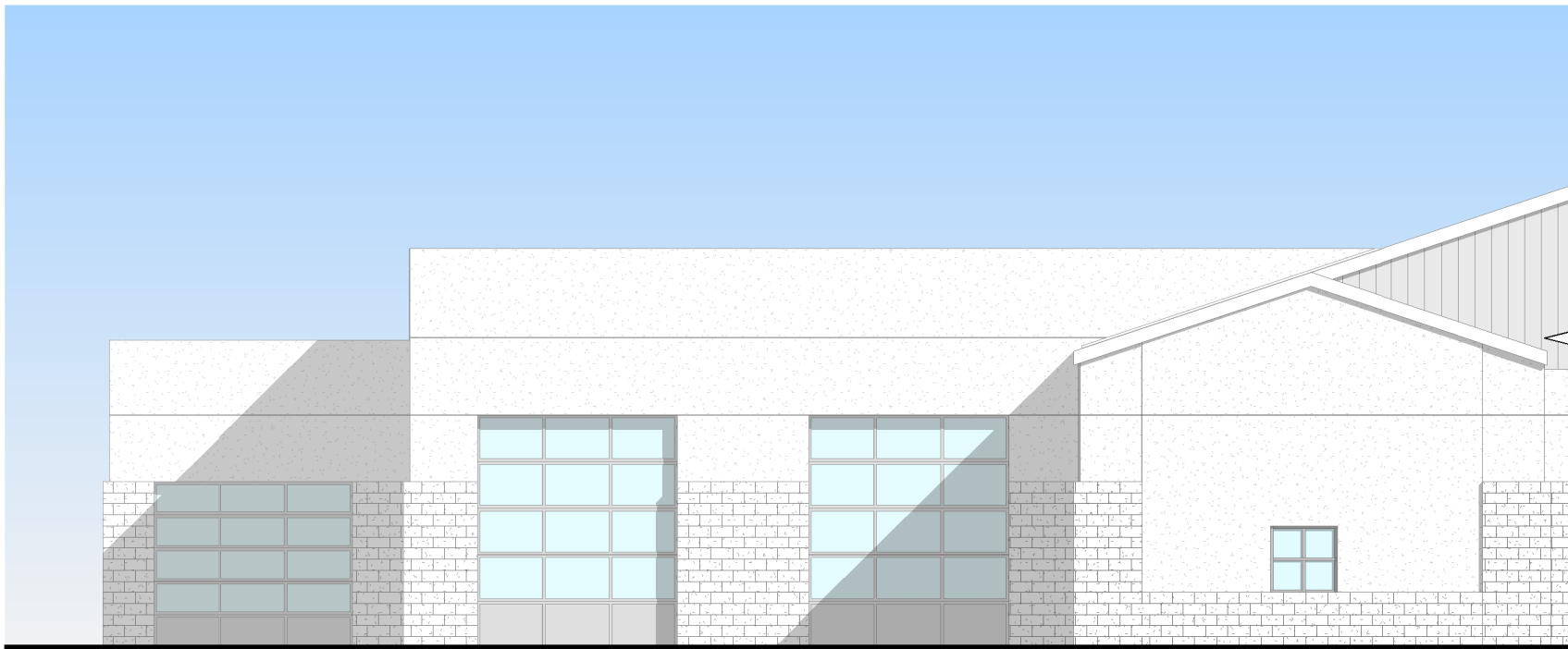
SCALE: 1/8" = 1'-0"

A104

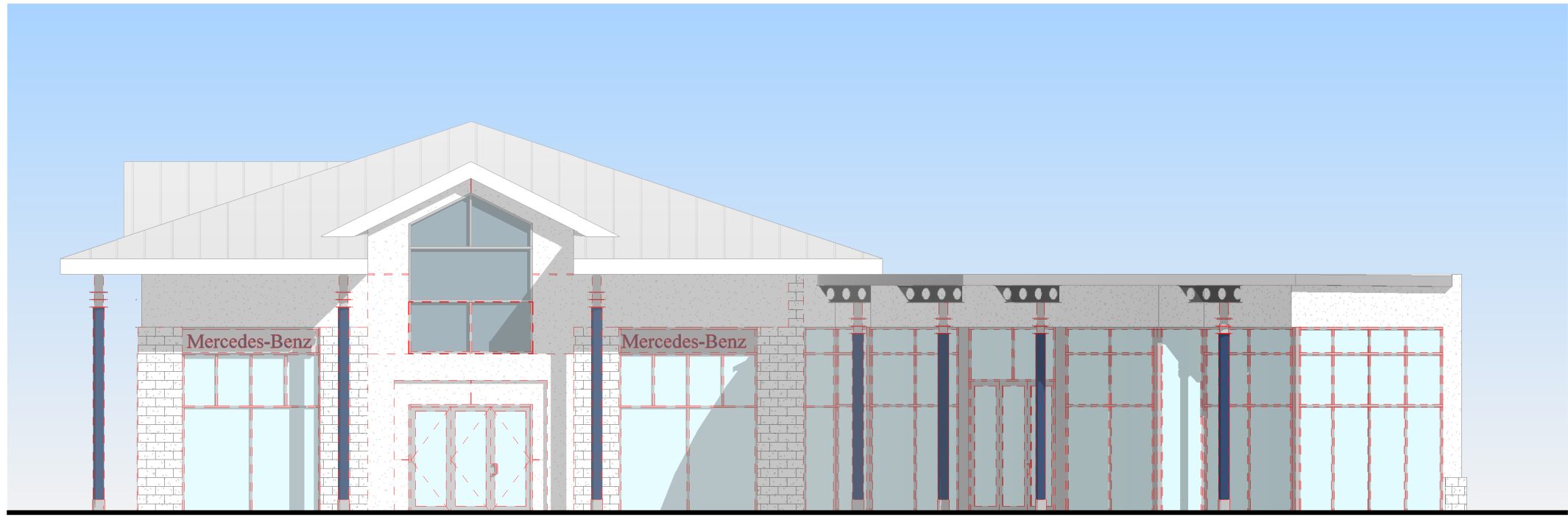
DRAWN BY: CJM

5' 1

Proposed Showroom Floor Plan
SCALE: 1/8" = 1'-0"



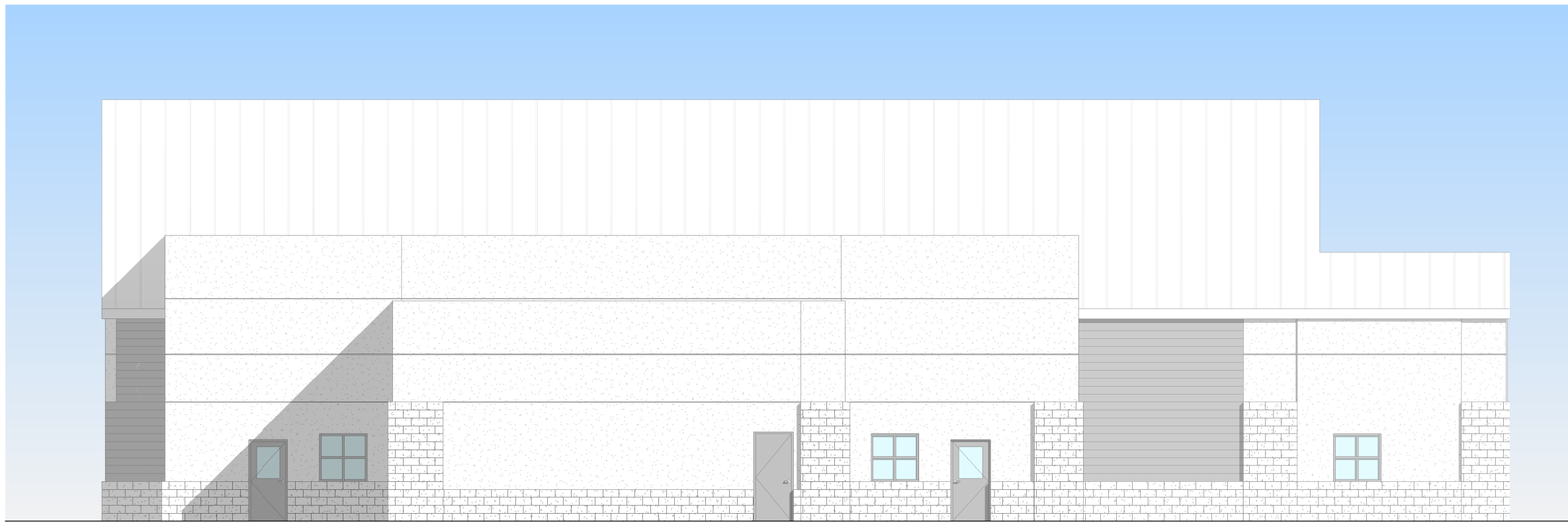
1 Existing / Demo South Elevation
SCALE: 3/32" = 1'-0"



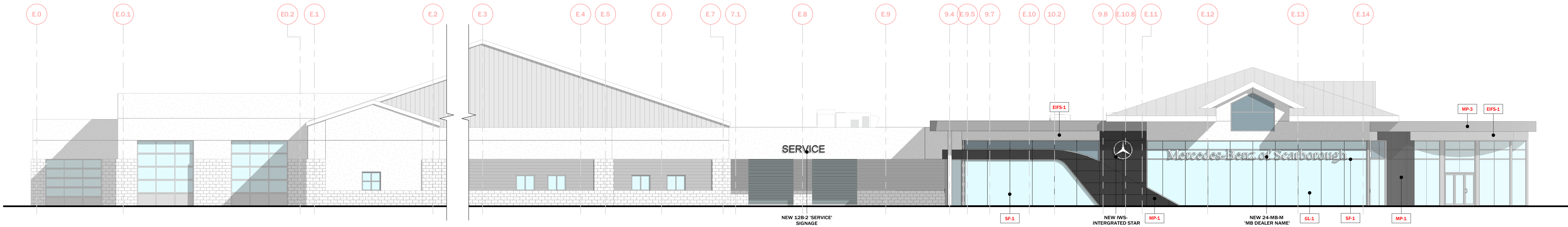
2 Existing / Demo East Elevation
SCALE: 3/32" = 1'-0"



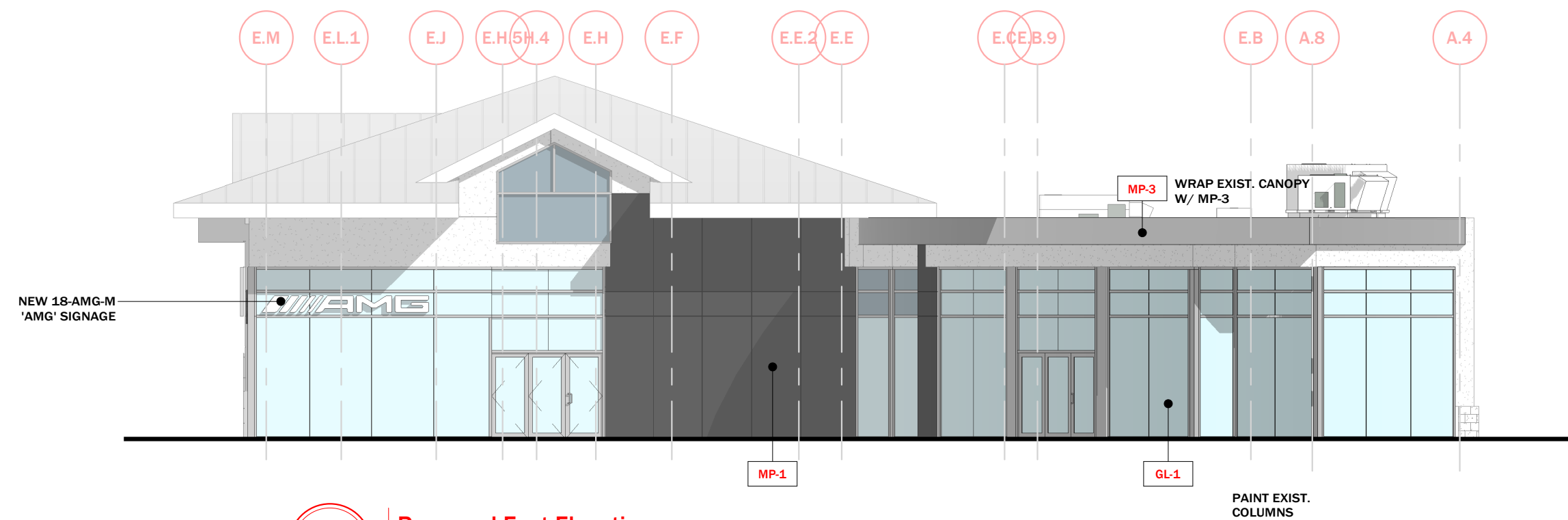
3 Existing / Demo North Elevation
SCALE: 3/32" = 1'-0"



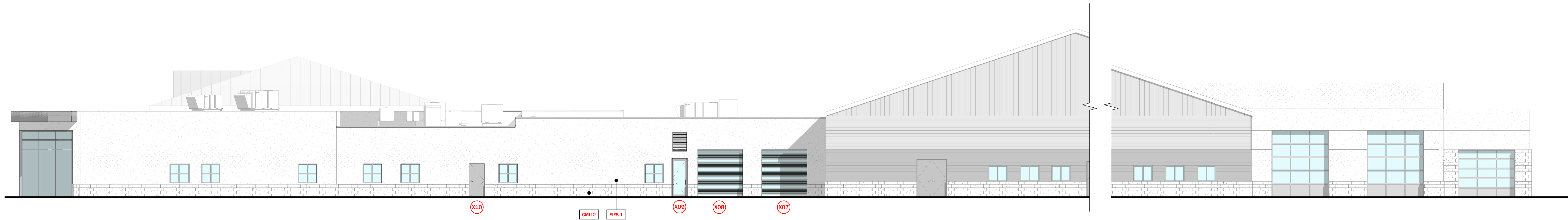
4 Existing / Demo West Elevation
SCALE: 3/32" = 1'-0"



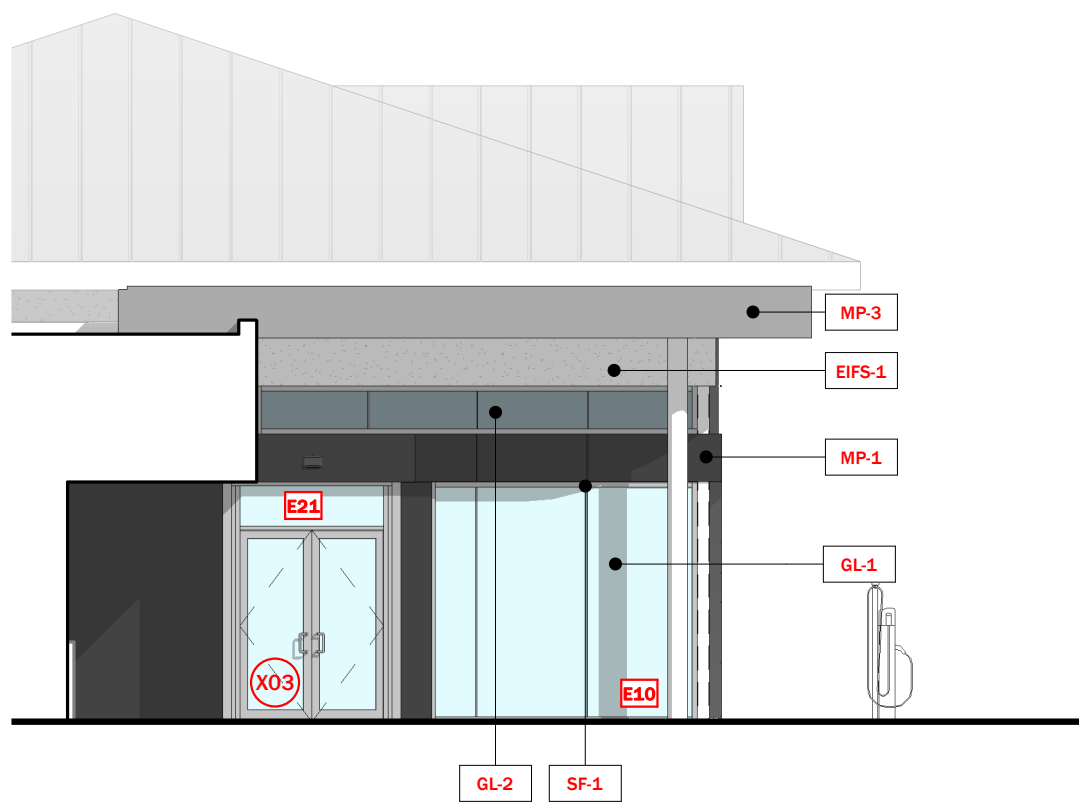
1 Proposed South Elevation
SCALE: 3/32" = 1'-0"



2 Proposed East Elevation
SCALE: 3/32" = 1'-0"



3 Proposed North Elevation
SCALE: 3/32" = 1'-0"



5 Proposed West Elevation - Showroom
SCALE: 1/8" = 1'-0"



4 Proposed West Elevation - Service
SCALE: 3/32" = 1'-0"

PROJECT:
**MB of
Scarborough**

137 US-1
Scarborough, ME 04074

GROUP 1
AUTOMOTIVE®

Owner: Group 1 Automotive, Inc.

DATE: 12.09.22
PROJECT NO: 22-233
DATE: ISSUANCE

NOTES:



1 Existing Perspective
SCALE:



2 Proposed Perspective
SCALE:

NOT FOR CONSTRUCTION

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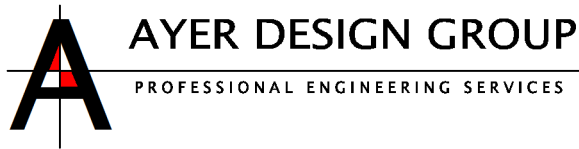
The Contractor is responsible for checking all dimension, details, etc., and report all discrepancies to Johnson & McLean x Design, LLC PRIOR to commencement of construction.

**Exterior
Perspectives**

SCALE:

A202

DRAWN BY: CJM



January 9, 2023

Tody Justice, Town Clerk
Town of Scarborough
259 U.S. Route 1
P.O. Box 360
Scarborough, ME 04070-0360

**Reference: Contract Zoning Amendment – Site Plan
Mercedes-Benz of Scarborough
137 U.S. Route 1**

Dear Ms. Justice:

Please accept this letter request and attached Planning Board Application for Site Plan Approval for property located at 137 U.S. Route 1 in the Town of Scarborough. We initially applied to the Planning Board in October and received Preliminary Approval at the meeting on November 1, 2022. Now that the project has received approval from Town Council to amend the zoning contract, we're ready for full approval from the Planning Board.

In accordance with the submission requirements, we offer the following:

- A. A Boundary Survey is attached. This item is unchanged from initial submission.
- B. Our proposed Site Plan is attached. Porous asphalt pavement section has been added for stormwater management.
- C. Building Plans & Elevations are attached. The building elevations changed slightly where vehicle delivery doors in the glass storefront have been reconfigured to work better with existing grade.
- D. Porous asphalt will be installed to mitigate the additional impervious (roof) area resulting from the proposed addition. Stormwater runoff will be reduced from current conditions. See attached storm water statement.
- E. Due to the minimal size of the addition and the fact that all driveways and access points are unchanged, the project will not cause any traffic impacts. Thus, the traffic statement has been omitted from this submission. This item is unchanged.
- F. No off-site improvements are proposed or required. This item is unchanged.
- G. Existing site lighting will not be modified as part of this project. This item is unchanged.
- H. Water and sanitary sewer services are existing and adequate without modification. We are aware of no reports from Police or Fire for this project. This item is unchanged.
- I. A draft version of proposed Contract Zone Amendment 5 and a project narrative are attached. Minor edits have been made to the language of the agreement based upon review by the Town's attorney.
- J. We have no requested waivers of required submissions or from the standards of the ordinance. This item is unchanged from our original submission.
- K. Wetlands are not present on the subject site. This item is unchanged from our original submission.
- L. To our knowledge, there are no historic or archeological resources on the parcel which would require preservation. The site is already fully developed as an automobile dealership. This item is unchanged from our original application.

Based on our email correspondence with Eric Sanderson on January 5, we understand that additional application fees are not required.

Three Staff Comments were presented to us prior to the last Planning Board meeting. Each comment is listed along with its resolution/ response below:

Staff Comments

➤ Stormwater

o The applicant is working with staff to finalize a method to treat stormwater from the additional impervious area created by the two additions. Staff will need adequate time to review any proposed treatment and facilities, but is generally comfortable with the site plan at this time. With this in mind, staff is comfortable with the Board considering the site plan for preliminary approval with the stipulation that the stormwater details will need to be reviewed during the time the applicant goes through the remaining hearings and meetings with Town Council. That should allow adequate time for review and finalization of any outstanding details.

RESOLUTION: A revised stormwater statement has been submitted. By replacing existing asphalt parking with new porous asphalt pavement, runoff will be reduced from existing conditions and impervious area will be slightly reduced.

➤ Scarborough Sanitary District

o The applicant will need to work with the SSD to approve additional capacity and associated fees for the project

RESOLUTION: We contacted Scarborough Sanitary District and paid for additional capacity and associated fees. See attached email confirmation and receipt.

➤ Fire Department Comments

o Fire alarm and sprinkler systems must be extended into the two addition areas

RESOLUTION: The proposed building construction will extend fire alarm and sprinkler systems into the two addition areas.

Thank you for your assistance with this project. If you have comments or questions or need any additional information, please contact me.

Respectfully Submitted,



Birk Ayer, P.E.

CZA Siteplan Transmittal 1-9-2023.docx



Birkie Ayer

From: Serina Risbara <srisbara@scarsd.org>
Sent: Monday, January 09, 2023 7:21 AM
To: 'Birkie Ayer'; 'Johnson, Brad'; 'David Hughes'
Cc: wendy@scarsd.org
Subject: RE: Invoice for addition capacity reserve fee
Attachments: doc03385520230109071506.pdf

Good Morning,

The additional capacity reserve fees for Group 1 Automotive have been paid to the Scarborough Sanitary District. There are no additional fees due at this time. Please see the attached copy of the invoice showing paid. If you have any questions please let me know,

Thank you

Serina Risbara
Admin Assistant
Scarborough Sanitary District
(207) 883-4663

From: Birkie Ayer [mailto:birk@ayerdesigngroup.com]
Sent: Friday, January 6, 2023 4:10 PM
To: 'Johnson, Brad'; 'Serina Risbara'; 'David Hughes'
Cc: wendy@scarsd.org
Subject: RE: Invoice for addition capacity reserve fee

David,

Could we get a written confirmation, email is fine, that this issue has been resolved? We're preparing to go to the Scarborough Planning Board for Final Site Plan approval and that confirmation would help me clear that comment with the board and staff.

Thanks,

Birk Ayer, P.E.
[AYER DESIGN GROUP, LLC](#)
215 Johnston Street
Rock Hill, SC 29730
803.328.5858
803.517.7710 mobile
birk@ayerdesigngroup.com

From: Johnson, Brad
Sent: Friday, October 28, 2022 3:59 PM
To: Serina Risbara <srisbara@scarsd.org>; birk@ayerdesigngroup.com
Cc: David Hughes <dhughes@scarsd.org>; (wendy@scarsd.org) <wendy@scarsd.org>
Subject: RE: Invoice for addition capacity reserve fee

Thanks, I'll get this processed right away

Brad Johnson

Director, Facilities Planning and Construction

GROUP 1
AUTOMOTIVE®

800 Gessner Rd, Suite 500

Houston, TX 77024

Mobile: 281-658-6486

From: Serina Risbara <srisbara@scarsd.org>

Sent: Friday, October 28, 2022 1:30 PM

To: Johnson, Brad <bjohnson1@Group1Auto.com>; birk@ayerdesignngroup.com

Cc: David Hughes <dhughes@scarsd.org>; (wendy@scarsd.org) <wendy@scarsd.org>

Subject: Invoice for addition capacity reserve fee

WARNING! EXTERNAL email. Exercise CAUTION. This email originated from srisbara@scarsd.org. If you do not recognize the sender and are suspicious of its content, **DO NOT** open attachments or click on any links. To have IT review, forward to Security@group1auto.com or open a Support Ticket with details

Please see the attached invoice for additional capacity reserve fee's due for 137 US Route One

Thank you

Serina Risbara

Admin Assistant

Scarborough Sanitary District

(207) 883-4663

Scarborough Sanitary District

415 Black Point Road
Scarborough, ME 04074

INVOICE

Invoice Number: 1-1035
Invoice Date: Oct 28, 2022
Page: 1

Duplicate

Voice: 207-883-4663
Fax: 207-883-7083

Bill To:

Group 1 Automotive, Inc.
800 Gessner Rd, Ste 500
Houston, TX 77024

Ship to:

Group 1 Automotive, Inc.
800 Gessner Rd, Ste 500
Houston, TX 77024

Customer ID	Customer PO	Payment Terms	
Group 1 Auto		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		11/27/22

Quantity	Item	Description	Unit Price	Amount
915.00	Capacity Reserve Fee	Increase of wastewater flow allocation Current approval: 1,585 gpd Requested approval: 2,500 gpd Mercedes Benz 137 US Route One Scarborough, ME 04074 PAID <i>Pd/cp. # 1394594</i> <i>11-23-22</i>	19.15	17,522.25
Subtotal				17,522.25
Sales Tax				
Total Invoice Amount				17,522.25
Payment/Credit Applied				
TOTAL				17,522.25

Check/Credit Memo No:

TOWN OF SCARBOROUGH, MAINE

Planning Board Application Form

All applications submitted for consideration by the Planning Board shall include:

- ☒ application form ☒ payment of application fees ☐ electronic file
☒ submission materials (see relevant submission checklists and/or ordinance requirements)

Project Name: Mercedes of Scarborough Project Type: Contract Zone Amended Site Plan
Project Location (physical address): 137 US Route 1, Scarborough, ME 04074
Assessors Map & Lot Number: Map: U047, Lot: 94 Zoning District: TV-C

Applicant: Group 1 Automotive, Inc. Phone: 713-647-5700 E-mail: bjohnson@group1auto.com
Mailing Address: 800 Gessner, Suite 500, Houston, TX 77024
Evidence of standing?
☒ Ownership ☐ Option ☐ Lease ☐ Purchase and sales contract ☐ Other

Property Owner: AMR Real Estate Holdings, LLC Phone: 713-647-5700 E-mail: cscott@group1auto.com
Mailing Address: 800 Gessner, Suite 500, Houston, TX 77024

Consultant/Agent: Birk Ayer - Ayer Design Group Phone: 803-328-5858 E-mail: birk@ayerdesigngroup.com
Mailing Address: 215 Johnston Street, Rock Hill, SC 29730

Billing Contact Information
Name: Ayer Design Group Phone: 803-328-5858 E-mail: birk@ayerdesigngroup.com
Address: 215 Johnston Street, Rock Hill, SC 29730

Application Authorization

I hereby make application to the Town of Scarborough for the above-referenced property(ies) and the development as described. The Town of Scarborough Planning Board and/or town employees are authorized to enter the property(ies) for purposes of reviewing this proposal and for inspecting improvements as a result of an approval of this proposal.

Signed:  Date: January 6, 2023

Printed name: Birkie Ayer, Jr., P.E.

Please identify yourself (check one): Agent* ☒ Applicant/Property Owner ☐

*(If you are an agent, written authorization must be attached to this form.)

For Official Use:

Application Fee _____
Received By _____

Electronic File _____
Date _____

15 Copies _____

LETTER OF AGENT AUTHORIZATION

To: Eric Sanderson, Assistant Town Planner
Town of Scarborough
P.O. Box 360
Scarborough, ME 04070-0360

From: Christine Scott
Group 1 Realty, Inc.
800 Gessner, Suite 500
Houston, TX 77024

Date: August 4, 2022

Reference: Mercedes of Scarborough
137 U.S. Route 1
Scarborough, ME 04070

I, Christine Scott, an officer of AMR Real Estate Holdings, LLC, hereby authorize Birkie Ayer, Jr. of Ayer Design Group, LLC to act on my behalf in all matters relating to this application for the Contract Zoning and site permitting for the referenced property for our proposed building renovation project.

Property Owner(s) (Applicant) Printed Name: AMR Real Estate Holdings, LLC

Property Owner(s) (Applicant) Signature: _____


Christine Scott, Assistant Secretary

8/8/22
Date

**WRITTEN CONSENT OF SOLE MEMBER
OF
AMR REAL ESTATE HOLDINGS, LLC**

November 15, 2021

The undersigned, as the sole member (the “Sole Member”) of AMR Real Estate Holdings, LLC, a Delaware limited liability company (the “Company”), does hereby consent to the adoption and approval of the following resolutions:

Election of Officers

RESOLVED, that the following individuals be, and they hereby are, elected as officers of the Company in the capacities set forth opposite their names, such individuals to serve until their respective successors shall be elected and qualified, or until their earlier death, resignation or removal:

<u>Name</u>	<u>Office(s)</u>
Daniel J. McHenry	President
Darryl M. Burman	Vice President and Assistant Secretary
Peter C. DeLongchamps	Vice President
Beth Sibley	Secretary
Ronald W. Barnhill	Assistant Secretary
Christine Scott	Assistant Secretary

; and further

Adoption of Fourth Amended and Restated Operating Agreement

RESOLVED, that the Fourth Amended and Restated Operating Agreement attached hereto as Exhibit A, be, and the same is, hereby adopted as and for the Operating Agreement of the Company; and further

RESOLVED, that the Secretary cause the same to be inserted in the minute book of the Company.

Appointment of Registered Agent(s)

RESOLVED, that Capitol Services, Inc., 108 Lakeland Avenue, Dover, DE 19901, be, and is hereby, elected and appointed the statutory agent of the Company in the State of Delaware upon whom may be served all judicial and other process or legal notice directed to the Company; and further

RESOLVED, that Capitol Corporate Services, Inc., 44 School Street, Suite 505, Boston MA 02108, be, and is hereby, elected and appointed the statutory agent of the Company in the State of Massachusetts upon whom may be served all judicial and other process or legal notice directed to the Company; and further

RESOLVED, that Capitol Corporate Services, Inc., 128 State Street, 3rd Floor, Augusta, ME 04330, be, and is hereby, elected and appointed the statutory agent of the Company in the State of Maine upon whom may be served all judicial and other process or legal notice directed to the Company; and further

RESOLVED, that Capitol Corporate Services, Inc., 1 Old Loudon Road, Concord, NH 03301, be, and is hereby, elected and appointed the statutory agent of the Company in the State of New Hampshire upon whom may be served all judicial and other process or legal notice directed to the Company.

Further Authorization

RESOLVED, that any elected officer of the Company is hereby authorized and directed to take or cause to be taken all such further action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments, in the name and on behalf of the Company, as in his or her judgment shall be necessary, desirable or advisable in order to carry out the intent, and to accomplish the purposes, of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned Sole Member has executed this Consent effective as of the date first above written.

SOLE MEMBER:

GROUP 1 REALTY NE, LLC,
a Massachusetts limited liability company

By: GROUP 1 REALTY, INC.,
a Delaware corporation, its Sole Member

By: Beth Sibley
Beth Sibley, Secretary

Exhibit A

Fourth Amended and Restated Operating Agreement

**FOURTH AMENDED AND RESTATED
OPERATING AGREEMENT
OF AMR REAL ESTATE HOLDINGS, LLC**

This Fourth Amended and Restated Operating Agreement, dated as of November 15, 2021 (the “**Agreement**”), is entered into by Group 1 Realty NE, LLC, as the sole member of the Company (the “**Member**”). This Agreement amends and restates in its entirety the Third Operating Agreement of AMR Real Estate Holdings, LLC (the “**Company**”), dated as of September 30, 2017, as amended and in effect.

WHEREAS, the Company was formed on September 18, 2007, in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the “**Act**”);

WHEREAS, prior to the date hereof, GPB Prime Holdings, LLC (the “**Former Member**”) owned 100% of the membership interest in the Company. As of the date hereof, the Former Member has transferred, assigned and conveyed, and the Member has assumed, the Former Member’s entire membership interest in the Company; and

WHEREAS, the Member desires to amend and restate the Agreement and to provide for the ownership and governance of the Company and to set forth its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Name**. The name of the limited liability company is AMR Real Estate Holdings, LLC.

2. **Purposes of the Company**. The Company shall have the power and authority to do all things necessary or convenient to accomplish its purposes and to operate its business including but not limited to the following:

(a) to enter into, execute, modify, amend, supplement, acknowledge, deliver, perform, and carry out contracts of any kind, including operating agreements of limited liability companies, whether as a member or manager, contracts with affiliated persons, including guarantees and joint venture, limited and general partnership agreements, and contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the business of the Company and to secure the same by mortgages, pledges or other liens;

(b) to borrow money and issue evidences of indebtedness in furtherance of the business of the Company and to secure the same by mortgages, pledges, or other liens;

(c) to the extent that funds of the Company are available, to pay all expenses, debts and obligations of the Company;

(d) to exercise all the powers and privileges granted by the Act or any other law or this Agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion, or attainment of the business, trade, purposes, or activities of the Company; and

(e) to take any other action not prohibited under the Act or other applicable law.

3. The purposes of the Company are to engage in any lawful act or activity for which limited liability companies may be organized under the Act; and do all things necessary, suitable or proper for the accomplishment of, or in the furtherance of, the Company's business as set forth herein and to do every other act or acts incidental to, or arising from or connected with, any of such purposes.

4. **Offices.** The Company shall maintain its chief executive office and principal place of business at 800 Gessner Road, Suite 500, Houston, Texas 77024 or at such other places of business as the Member deems advisable for the conduct of the Company's business. The Member may change the Company's chief executive office and/or its principal place of business.

5. **Member.** The name and mailing address of the Member is as follows:

Name	Address
Group 1 Realty NE, LLC	800 Gessner Road, Suite 500 Houston, Texas 77024

6. **Management of the Company.**

6.1 **Member-Managed.** The management of the business and affairs of the Company shall be reserved to the Member, which shall have the power to do any and all acts necessary or convenient for the furtherance of the purpose of the Company described in this Agreement, including all powers, statutory or otherwise, possessed by members of a limited liability company under the Act.

6.2 **Officers.**

(a) **Authority to Appoint.** The Member may appoint, and remove with or without cause, such officers of the Company as the Member from time to time may determine, in its sole and absolute discretion to manage and control the business and affairs of the Company. Such officers need not be a Member, and shall have such duties, powers, responsibilities and authority as from time to time may be authorized by the Member.

(b) **Term.** Subject to any express term of any written agreement between the Company and any officer approved by the Member in writing, any officer so appointed by the Member shall serve in the capacity so appointed until (i) removed with or without cause by the Member, (ii) such officer's successor shall be duly elected and appointed by the Member or (iii) such officer's death, disability or resignation.

(c) **Titles.** To the extent appointed by the Member, the officers of the Company may be a President, a Secretary, one or more Vice Presidents (any one or more of whom may be designated Executive Vice President or Senior Vice President), a Treasurer and such other officers as the Member may from time to time elect or appoint. Any number of offices may be held by the same person.

(d) **Salaries.** Subject to any express terms of any written agreement between the Company and any officer approved by the Member in writing, the salaries or other compensation of the officers and agents of the Company shall be fixed from time to time by the Member.

(e) **Vacancies.** Any vacancy occurring in any office of the Company may be filled by the Member.

6.3 **Actions Requiring the Vote of the Member.** The following actions shall require the approval of the Member:

(a) amendment, alteration or modification of this Agreement or of any rights or benefits of any membership interest or equity or debt security issued by the Company;

(b) admission of additional members; and

(c) any dissolution, liquidation or termination of the Company.

6.4 **Member's Action by Written Consent.** Any action permitted or required by the Act or this Agreement to be taken at a meeting of the Member may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Member. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Member.

7. **Assignment of Membership Interests.** The Member may assign all or any portion of such Member's interest in the Company at any time. Upon any such assignment, the assignee shall succeed to the rights and obligations of the Member in respect of its interests in the Company so transferred and (i) upon the assignment of 100% of the outstanding interest in the Company held by a single member to one or more assignees, each such assignee shall become a member of the Company; (ii) upon any other assignment of an interest in the Company, such assignee shall become a member in the Company upon the consent of all members other than the assigning member or, if the assigning member shall be the sole member immediately prior to such assignment, upon the consent of such assigning member. Notwithstanding anything to the contrary contained herein, no such transfer of a Member's interest in the Company shall operate to dissolve the Company.

8. **Resignation.** The Member may not resign from the Company except upon an assignment by a member of its interest in the Company pursuant to clause (i) of the second sentence of Section 7, in which case such Member may resign at any time upon or after the effectiveness of such assignment.

9. **Exculpation and Indemnification.**

(a) **Exculpation.** No Member or Officer shall be liable to any other Member or the Company for any loss suffered by the Company unless such loss is caused by the Member's or Officer's gross negligence, willful misconduct, violation of law, material breach of this Agreement, self-dealing, misappropriation of funds, or fraud. A Member or Officer shall not be liable for errors in judgment or from any acts or omissions that do not constitute gross negligence, willful misconduct, violation of law, material breach of this Agreement, self-dealing, misappropriation of funds, or fraud. A Member or Officer may consult with counsel and accountants in respect of Company affairs and, provided the Member or Officer acts in good faith reliance upon the advice or opinion of such counsel or accountants, the Member or Officer shall not be liable for any loss suffered by the Company in reliance thereon.

(b) **Right to Indemnification.** Subject to the limitations and conditions as provided in this provision, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or arbitral (hereinafter a "**Proceeding**"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a Member or Officer of the Company or while a Member or Officer of the Company is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Company to the fullest extent permitted by the Act, and other applicable law, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such Person in connection with such Proceeding, and indemnification under this provision shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this provision shall be deemed contract rights, and no amendment, modification or repeal of this provision shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this provision could involve indemnification for negligence or under theories of strict liability. Notwithstanding the foregoing, the Company's obligations hereunder to indemnify any Person pursuant to this provision shall not be applicable and shall have no force or effect if such Person is found to have engaged in gross negligence, willful misconduct, violation of law, material breach of this Agreement, self-dealing, misappropriation of funds, or fraud.

(c) **Advance Payment.** The right to indemnification conferred in this provision shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred by a person of the type entitled to be indemnified under provision who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by

any such person in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Company of a written affirmation by such person of such person's good faith belief that such person has met the standard of conduct necessary for indemnification under this provision and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this provision or otherwise. Notwithstanding the provisions of this provision, the Company shall not be obligated to advance reimbursement of such person with regard to any such costs, charges and expenses in the event that gross negligence, willful misconduct, violation of law, material breach of this Agreement, self-dealing, misappropriation of funds, or fraud is alleged by the Company or the Member.

(d) **Indemnification of Employees and Agents.** The Company, by adoption of a resolution of the Member, may indemnify and advance expenses to an employee or agent who is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person to the same extent that it may indemnify and advance expenses to the Member and Officers under this provision.

(e) **Non-exclusivity of Rights.** The right to indemnification and the advancement and payment of expenses conferred in the provisions shall not be exclusive of any other right which the Member or other person indemnified pursuant to these provisions may have or hereafter acquire under any law (common or statutory), provision of this Agreement, vote of the Member, or otherwise.

(f) **Insurance.** As determined by the Member, the Company may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Member, officer, or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under this provision.

(g) **Savings Clause.** If this person or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each person entitled to be indemnified pursuant to this provision as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the fullest extent permitted by any applicable portion of these provisions that shall not have been invalidated and to the fullest extent permitted by applicable law

10. **Dissolution.** The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member, or (b) the entry of a decree of judicial dissolution under the Act.

11. **Capital Contributions.** The Member has contributed the amounts set forth on the books and records of the Company.

12. **Additional Contributions.** The Member is not required to make any additional capital contribution to the Company.

13. **Allocation of Profits and Losses.** The Company's profits and losses shall be allocated to the Member.

14. **Distributions.** Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Such distributions shall be allocated to the Member in the same proportion as its then capital account balance.

15. **Liability of Member.** The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

16. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

17. **Counterparts; Electronic Signatures.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall in such event be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed electronically, by one or more facsimile signatures or by other electronic means (including via email in a .pdf copy).

18. **Severability.** If any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared and the validity, legality and enforceability of the other provisions of this Agreement shall remain unchanged and in no way be affected or impaired thereby.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Fourth Amended and Restated Operating Agreement as of the date and year first aforesaid.

MEMBER:

GROUP 1 REALTY NE, LLC

BY: GROUP 1 REALTY, INC.

ITS: SOLE MEMBER

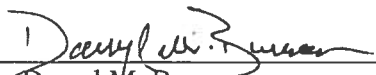
By: 
Name: Darryl M. Burman
Its: Vice President

EXHIBIT A

AMR REAL ESTATE HOLDINGS, LLC MEMBERSHIP PERCENTAGE INTERESTS

<u>Member</u>	<u>Membership Percentage</u> <u>Interest</u>	
Group 1 Realty NE, LLC 800 Gessner Road, Suite 500 Houston, Texas 77024	100%	
Total:	100.00%	

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and that the paper to which this is attached is a true copy from the records of this Department.



In Testimony Whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, on this twenty-third day of February, 2017.

A handwritten signature in black ink, appearing to read "Matthew Dunlap".

Matthew Dunlap
Secretary of State

LIMITED LIABILITY COMPANY

STATE OF MAINE

STATEMENT OF MERGER
(Relating to a LLC)

File No. 20170533FC Pages 3
20050915DC
Fee Paid \$ 150
DCN 2170542230030 MERG
FILED-----EFFECTIVE-----
02/23/2017 02/23/2017


Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 31 MRSA §1641, the undersigned survivor of the merger executes and delivers the following Statement of Merger:

FIRST: Constituent Organizations that are Parties to the Merger:

<u>Name</u>	<u>Form of Organization</u>	<u>Jurisdiction</u>	<u>Date of Organization</u>
137 U.S. Route One Scarborough Realty LLC	Limited Liability Company	Maine	10/5/2004
AMR Real Estate Holdings, LLC	Limited Liability Company	Delaware	9/18/2007

☐ Name, form, jurisdiction and date of organization of additional limited liability companies or other constituent organizations are attached as Exhibit ____, and made a part hereof.

SECOND: Surviving Organization:

Name of surviving organization: AMR Real Estate Holdings, LLC

Form of surviving organization: Limited Liability Company

Jurisdiction of governing statute: Delaware Date of its organization: 9/18/2007

Address of its principal office: 425 Providence Highway, Westwood, MA 02090

THIRD: (Check only one box)

☐ The surviving organization is created by this merger. The organizational document that creates this surviving organization is attached; or

☒ The surviving organization existed before the merger. (Check only one box below)

☐ Amendments provided for in the plan of merger for the organizational document that created the surviving organization that are in the public record are attached; or

☒ The organizational documents remain unchanged.

Must Be Completed By the Fourth Constituent Organization to the Merger

(Name and form of participating constituent organization)

(Date)

(*Authorized signature)

(Type or print name and capacity)

(*Authorized signature)

(Type or print name and capacity)

(Copy this page, and modify participant number, if more signature spaces are needed.)

*Pursuant to 31 MRSA §§1643.1 and 1676.1, this statement of merger must be signed by a person authorized by each constituent organization that is party to this merger.

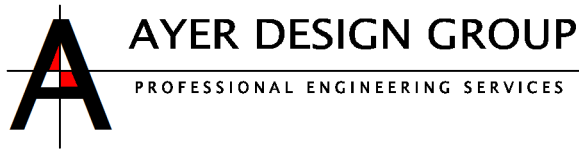
The execution of this certificate constitutes an oath or affirmation, under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752

Email Inquiries: CEC.Corporations@Maine.gov



January 6, 2023

Town of Scarborough
259 U.S. Route 1
P.O. Box 360
Scarborough, ME 04070-0360

**Reference: Stormwater Statement
Mercedes-Benz of Scarborough
137 U.S. Route 1**

The project was originally constructed in 2003. As indicated in the 2012 Stormwater Management Report prepared by Sebago Technics, Inc., dated October 15, 2012, and on file with the Town of Scarborough, the development of the site in 2003 resulted in a net decrease in impervious area as defined by the Maine Department of Environmental Protection (Maine DEP). The net decrease was 0.4 acres. A subsequent building addition in 2012, referenced in the same report resulted in the net decrease modified to 0.37 acres.

The currently proposed amended site plan and contract zone amendment 5 will result in the creation of a minor amount of additional impervious area where existing landscaping is replaced with roof area and or pavement. The attached exhibit shows the locations of the new impervious areas and in one instance a new pervious area, and a summary of these areas is tabulated below:

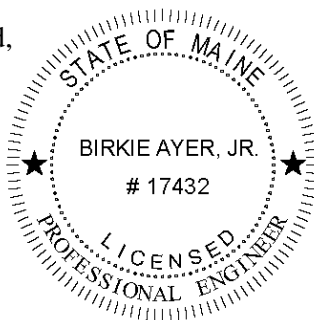
1. Front building addition includes some sidewalk work at the door	+ 600 sf
2. Rear building addition	+ 1800 sf
3. Remove old dumpster enclosure and paving	- 233 sf
4. New masonry dumpster enclosure and concrete approach pad	+ 420 sf
Net New Impervious	
+ 2587 sf = 0.06 ac	

To mitigate the new impervious area, this project will replace 3,000 sf of existing asphalt pavement with a porous asphalt pavement section. Thus, the net runoff from the site following completion of the project will be slightly less than the existing conditions, today. Additionally, by providing a stone reservoir storage area below the porous asphalt surface, we can provide water quality treatment for 0.33 acres of existing paved parking lot by capturing and filtering the first flush runoff.

Should you have any questions or comments, please contact me to discuss them.

Respectfully Submitted,

Birk Ayer, P.E.



Attachment: Porous Asphalt Design & Section
Proposed Site Plan

MB Scarborough Stormwater Statement.docx

MB SCARBOROUGH
POROUS ASPHALT DESIGN
1-6-2022

DRAINAGE AREA: 14,160 SF

NET NEW IMPERVIOUS AREA: 1987 SF (CONTRIBUTING)
600 SF (FRONT ADDITION)
2587 SF

①

PURPOSE OF POROUS ASPHALT IS TO OFFSET THE
NEW IMPERVIOUS AREA CREATED BY THE PROPOSED
ADDITIONS, THUS MINIMUM AREA OF NEW POROUS
ASPHALT = 2587 SF, 3000 SF PROPOSED OK

②

SIZE RESERVOIR STORAGE FOR 1" WATER QUAL /
VOLUME.

$$WQV = 1" \times \frac{1 \text{ FT}}{12"} \times 14,160 \text{ FT}^2 = 1,180 \text{ FT}^3$$

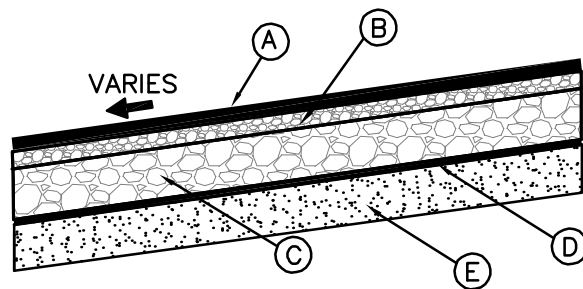
$$\text{VOIDSPACE} = 40\%$$

$$\text{MIN. DEPTH} = 12" = 1 \text{ FT}$$

$$1 \text{ FT} \times 0.40 \times 3000 \text{ CF} = 1200 \text{ FT}^3$$

$$1200 \text{ FT}^3 > 1180 \text{ FT}^3 \quad \underline{\underline{OK}}$$

∴ USE 12" DEPTH RESERVOIR STONE
w/ 40% VOIDS



PAVEMENT SCHEDULE

- Ⓐ 3" OPEN GRADED FRICTION COURSE (OGFC)
- Ⓑ 6" ASPHALT TREATED PERMEABLE BASE (ATPB)
PERFORMANCE GRADE ASPHALT BINDER (PGAB) 76-28 WITH SBS POLYMER
- Ⓒ 12" RESERVOIR STONE PER MAINE DOT 703.31
- Ⓓ MIRAFI 140N OR APPROVED EQUAL NON WOVEN GEOTEXTLE FABRIC
- Ⓔ 12" POROUS PAVEMENT FILTER MATERIAL
TYPE B, UNDERDRAIN BACKFILL PER MAINE DOT 703.22

POROUS ASPHALT DETAIL



August 18, 2022

Eric Sanderson, Assistant Town Planner
Town of Scarborough
P.O. Box 360
Scarborough, ME 04070-0360

**Reference: Contract Zoning Amendment
 Mercedes-Benz of Scarborough
 137 U.S. Route 1**

Dear Mr. Sanderson:

Please accept this letter request and attached Planning Board Application to initiate a Contract Zone Amendment for property located at 137 U.S. Route 1 in the Town of Scarborough.

BACKGROUND:

Group 1 Automotive, Inc.(Group 1) is an international, Fortune 300 automotive retailer based in Houston, Texas and operates Mercedes-Benz of Scarborough. Through a recent acquisition of multiple automotive properties formerly owned by Prime Automotive, Group 1 now controls AMR Real Estate Holdings, LLC, the owner of the subject property.

The property has an underlying zoning of Town Village Center (TVC) and is the subject of a Contract Zoning Agreement dated August 21, 2002. That agreement was amended September 16, 2004, to include an additional parcel of land and to change the maximum allowable building footprint to be 25,200 sf, single story. It was later amended in 2012 and 2016. The latest amendment was in 2021. The current building is approximately 27,000 sf with an existing parts mezzanine of approximately 775 sf.

Group 1 proposes to renovate and construct two building additions to the existing building consisting of approximately 2,215 sf in total. Proposed additions are approximately 1,745 sf in the rear of the building and 470 sf in the front to square off the showroom. The addition will provide an enlarged showroom, improved customer lounge and reception areas and other operational improvements in order to meet the high standards of Mercedes Benz and Group 1.

EXISTING USE:

This property has been utilized as a Mercedes-Benz dealership for approximately twenty years. The property consists of 5.97 acres and is fully developed with a paved parking lot and the single story building which houses both sales and service operations. All service is conducted indoors. The site has mature landscaping and is well maintained and attractive.

PROPOSED USE & DEVELOPMENT:

Group 1 will continue to operate Mercedes-Benz in this location. No change of use or zoning is proposed, but in order to bring the building into compliance with Mercedes-Benz current facility requirements and to improve operational efficiency, renovations are needed. The interior renovation will encompass the showroom, sales offices and administrative areas as well as the restrooms and customer lounge, while the service drive, shop and car wash will remain unchanged. As mentioned above, a small addition to square off the front of the building will be constructed with new glazing and facade improvements. An addition to the rear of the building will house a training and break room and offices.

To the best of our knowledge, the proposed plan complies or will comply with all applicable provisions of the zoning ordinance, other adopted City regulations and prior approvals except as proposed in the Zone Contract Amendment.

The proposed expansion will not burden existing infrastructure. The surrounding street system has adequate capacity, and the proposed expansion is relatively small. The existing building already has a fire sprinkler system, and the water supply is sufficient for our expansion.

CONSISTENCY WITH COMPREHENSIVE PLAN:

The Comprehensive Plan includes the following Vision Statement:

“Scarborough’s economy will support a broad assortment of businesses that provides stability for the tax base, respects natural resources, and supports opportunities for residents.”

This Mercedes-Benz store has been operating successfully for 20 years proving its stability and providing stability for the tax base. Through that time, a few improvements have been needed and made through the amendment process similar to what is proposed now. Expanding on a developed site is preferable to developing an undeveloped lot elsewhere in the town to prevent sprawl. We want to stay where we are.

CONSISTENCY WITH EXISTING USES:

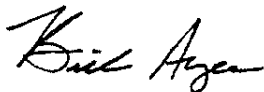
Businesses along this length of US1 include banks, offices, medical offices, a commercial/retail center, a veterinary hospital, a paint store, restaurants. Our automotive use fits well into this community.

PUBLIC INTEREST & BENEFITS:

The Contract Zoning already exists for this property and has been in place, successfully, for a long time. We provide a great experience for our customers and for the Town with our high-end product, customer service and beautiful facility. It is in the public interest for us to continue to operate from this site, continue to support the Town by employing people, paying taxes, and providing our services and products. Making this amendment to our current agreement in order to improve the building prevents us from developing a new site further away from infrastructure and services.

Thank you for your assistance with this project. If you have comments or questions or need any additional information, please contact me.

Respectfully Submitted,



Birk Ayer, P.E.



**DRAFT FIFTH AMENDMENT TO
CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH**

AND

AMR Real Estate Holdings, LLC (formerly 137 U.S. Route One
Scarborough Realty, LLC and First Scarborough Realty of Maine, LLC)

THIS CONTRACT ZONING AGREEMENT is made by and between the Town of Scarborough, a Maine municipality with its principal office located at the Scarborough Municipal Building, 259 U.S. Route 1, Scarborough, Maine (the "Town") and AMR Real Estate Holdings, LLC, ("AMR") a Delaware limited liability company with a principal office located at 800 Gessner, Suite 500, Houston, TX 77024.

RECITALS

WHEREAS, First Scarborough Realty of Maine, LLC, a Maine limited liability company ("First Scarborough Realty") is a predecessor in interest and in title to 137 U.S. Route One Scarborough Realty LLC (*137 Route One"); and,

WHEREAS, First Scarborough Realty entered into a Contract Zoning Agreement with the Town on August 21, 2002, subsequently amended by an amendment dated on or about September 16, 2004 (hereinafter and taken together "First Agreement") in connection with certain improvements made to property located at 137 U.S. Route One and more particularly described in the First Agreement; and,

WHEREAS, the First Agreement (together with all exhibits and schedules appended thereto) is appended to this Agreement as Exhibits 1 and 2; and,

WHEREAS, First Scarborough Realty conveyed its interest to 137 US Route One by deed dated April 26, 2005, and recorded in the Cumberland County Registry of Deeds at Book 22565. Page 326, the premises and all improvements situated thereon hereinafter referred to as the "Original Parcel"; and,

WHEREAS, 137 US Route One acquired additional property adjoining the Original Parcel, more particularly described in a deed from SRAM Corp. to 137 U.S. Route One

Scarborough, LLC dated June 16, 2015, and recorded in the Cumberland County Registry of Deeds at Book 32352, Page 208 (the "New Parcel") for the purpose of expanding and improving the existing automobile dealership showroom located on the Original Parcel and other related purposes (together referred to as the "Property"); and,

WHEREAS, 137 US Route One and the Town entered into a Second Amendment to

Contract Zoning Agreement dated April 30, 2015, and recorded in the Cumberland County Registry of Deeds at Book 32238, Page 198 (the "Second Amendment"), a copy of which (together with all exhibits and schedules appended thereto) is attached to this Fifth Amendment as Exhibit 3; and,

WHEREAS, the rezoning and inclusion of the New Parcel into the Contract Zoning District ("the District") is pursuant to and consistent with the Town's Comprehensive Plan and with the existing and permitted uses within the original zoning district classification; and,

WHEREAS, 137 US Route One and the Town entered into a Third Amendment to Contract Zoning Agreement, dated June 23, 2016, and recorded in the Cumberland County Registry of Deeds in Book 33220, Page 132 (the "Third Amendment"), a copy of which (together with all exhibits and schedules appended thereto) is attached to this Fifth Amendment as Exhibit 4; and

WHEREAS the purpose of the Third Amendment was to increase the size of the footprint of building to be located on the New Parcel and is pursuant to and consistent with the Town's Comprehensive Plan and with the existing and permitted uses within the original zoning district classification; and

WHEREAS 137 US ROUTE ONE merged with AMR Real Estate pursuant to a Statement of Merger dated February 23, 2017, an attested copy of which is recorded in the Cumberland County Registry of Deeds in Book 33852, Page 111 AMR Real Estate is the surviving entity (successor). A true copy of the attested Statement of Merger is attached to this Fifth Amendment as Exhibit 5; and

WHEREAS AMR Real Estate and the Town entered into a Fourth Amendment to Contract Zoning Agreement, dated _____, and recorded in the Cumberland County Registry of Deeds in Book _____, Page ____ (the "Fourth Amendment"), a copy of which is attached to this Fifth Amendment as Exhibit 6; and

WHEREAS, the purpose of the Fourth Amendment was to increase the footprint of the building located on the New Parcel to increase the waiting area of the building, install new glazing for the

main showroom and to update the interior finishes and casework also pursuant to and consistent with the Town's Comprehensive Plan and with the existing and permitted uses within the original zoning district classification; and

WHEREAS, by operation of this Fifth Amendment, AMR desires to increase the footprint of the building to increase the showroom area, install new glazing for the main showroom, to provide a new break/training room and to update interior finishes and furnishings also pursuant to and consistent with the Town's Comprehensive Plan and with the existing and permitted uses within the original zoning district classification.

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as received by each, the parties covenant and agree as follows:

1. All terms, conditions, covenants, representations, warranties, benefits and burdens set forth in the First Agreement, Second Amendment, Third Amendment and Fourth Amendment (including all exhibits and schedules appended thereto) are affirmed, adopted, ratified and accepted on a cumulative basis by the Town and AMR and incorporated herein as if restated in full, subject to any express conflict or direct inconsistency between the First Agreement, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment in which case this Fifth Amendment shall govern and control.
2. AMR is authorized to make the improvements and modifications to the Property as described in a certain "Site Plan" prepared by Johnson + McLean x Design, Galveston, Texas, revised through **INSERT DATE** (the "Site Plan") attached as Exhibit 7. Within this authorization is specific authorization to permit maximum allowable building footprint for the building to be up to 30,000 +/-sf. Development and use of the property shall only be in accordance with the Site Plan to be approved by the Scarborough Planning Board, as that site plan may be amended from time to time. AMR shall record this Agreement within 045 days after its approval by the Scarborough Town Council.
3. The provisions of this Agreement shall be deemed restrictions on the use of the Property, except as this Agreement may be amended by future written agreement of the Town and AMR or its successors in interest.
4. This is the sole zoning for the Property, and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying TVC Zoning District shall apply. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind AMR, its successors in interest and assigns, and shall inure to the benefit of and be enforceable by the Town.
5. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance of the Town and any applicable amendments thereto or replacement thereof.
6. In the event that AMR or its successors or assigns fail to develop the Property in accordance with this Agreement or in the event of any other breach hereof, this Agreement may be terminated by vote of the Scarborough Town Council. In that event, the Property may then be used only for such uses as are otherwise allowed by law.
7. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to Section IV of the Scarborough Zoning Ordinance and through legal action for specific performance of the Agreement.

MERCEDES BENZ OF SCARBOROUGH, 137 US-1

Check Appropriate Box

Submitted ☐
Waiver Request ☐
Not Applicable ☐

- Check the box(es)
that apply

- SUBMITTED WITH CONTRACT ZONE
AMENDMENT APPLICATION

- □ □

□ □ □

□ □ □

- Check the box(es)
that apply

- ☐
- ☐
- ☐

Revision Date: Dec-2012, rev Sept-2014

TOWN OF SCARBOROUGH, MAINE

SITE PLAN REVIEW CHECKLIST

		Check Appropriate Box		
		Submitted	Waiver Request	Not Applicable
5.	Building Plans <div style="border: 1px solid black; padding: 2px; margin-top: 5px; width: fit-content;">Check the box(es) that apply</div>	<input type="checkbox"/> Building Elevations with proposed materials and colors <input type="checkbox"/> Floor plans	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6.	Landscaping Plan <div style="border: 1px solid black; padding: 2px; margin-top: 5px; width: fit-content;">Check the box(es) that apply</div>	<input type="checkbox"/> Existing conditions <input type="checkbox"/> Proposed trees and planting areas <input type="checkbox"/> Species and caliper of trees & shrubs <input type="checkbox"/> Location of fences & walls <input type="checkbox"/> Proposed screening for mechanical pads, dumpsters, loading docks, etc	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
7.	Signage Plan <div style="border: 1px solid black; padding: 2px; margin-top: 5px; width: fit-content;">Check the box(es) that apply</div>	<input type="checkbox"/> Location of signs and advertising features <input type="checkbox"/> Rendering of signs with proposed materials and colors	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8.	Lighting Plan <div style="border: 1px solid black; padding: 2px; margin-top: 5px; width: fit-content;">Check the box(es) that apply</div>	<input type="checkbox"/> Photometric Plan <input type="checkbox"/> Catalog cuts/fixture details <input type="checkbox"/> Height of fixtures/poles	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
9.	Stormwater and Erosion control <div style="border: 1px solid black; padding: 2px; margin-top: 5px; width: fit-content;">Check the box(es) that apply</div>	<input type="checkbox"/> Pre & Post development conditions <input type="checkbox"/> Stormwater management systems and details <input type="checkbox"/> Erosion control measures and details	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

9(A). Post-Construction Stormwater Infrastructure Management
If any of the following criteria apply to your application please refer to Chapter 419, Post-Construction Stormwater Infrastructure Management Ordinance for further requirements:

	YES	NO
i. Disturb one or more acres of area	<input type="checkbox"/>	<input type="checkbox"/>
ii. Disturb less than once area of area, but is part of a subdivision that will disturb more than one acre	<input type="checkbox"/>	<input type="checkbox"/>
iii. Activity within the Shoreland Zone that is subject to permits pursuant to MEDEP Chapter 500 and 502 rules?	<input type="checkbox"/>	<input type="checkbox"/>

TOWN OF SCARBOROUGH, MAINE
SITE PLAN REVIEW CHECKLIST

Check Appropriate Box

Submitted
Waiver
Request
Not
Applicable

10. Traffic Analysis

Check the box(es)
that apply

- ☐ Traffic flow patterns
- ☐ Peak hour trip generation
- ☐ Measured sight distances from driveway access
- ☐ Calculated impact/mitigation fees
- ☐ Traffic impact study
(required for projects generating >35 end trips)

☐ ☐ ☐

11. Off-Site Improvements

Check the box(es)
that apply

- ☐ Road Improvements
- ☐ Sidewalks
- ☐ Natural Areas, open space, parks
- ☐ Other (Please describe)_____

☐ ☐ ☐

12. Does this application require:

A. Permits from Other Agencies

YES NO

If yes please indicate

Approved Pending

- a. ME Dept. of Environmental Protection
- b. U.S Army Corps of Engineers
- c. ME Dept. of Transportation
- d. Other (please describe)

☐ ☐
☐ ☐
☐ ☐
☐ ☐

B. Approval from other Town Boards

YES NO

If yes please indicate

Approved Pending

- a. Town Council
- b. Zoning Board
- c. Fire Department
- d. Public Water District
- e. Sanitary District
- f. Other

☐ ☐
☐ ☐
☐ ☐
☐ ☐
☐ ☐
☐ ☐

(please describe)_____

IN PROCESS OF AMENDMENT 5 TO CONTRACT ZONING.

TOWN OF SCARBOROUGH, MAINE
SITE PLAN REVIEW CHECKLIST

Check Appropriate Box

Submitted	Waiver Request	Not Applicable
-----------	-------------------	-------------------

14. Identification of Historic or Archeological Resources

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

- ☐ ME Historic Preservation Commission
- ☐ Town's Comprehensive Plan

15. Municipal Capacity for review of DEP Site Location of Development Applications

Within the Town's designated growth areas the Planning Board has municipal capacity to review site plans that otherwise would require review by the Maine Department of Environmental Protection under the Site Location of Development Law. Site Plans that meet the Site Law thresholds are required to:

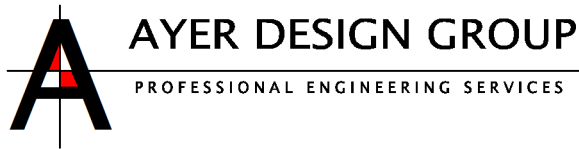
- (a) Submit a complete application to the Maine Department of Inland Fisheries and Wildlife for review and comment

Submission Date _____

- (b) Submit a complete application to the Maine Historic Preservation Commission for review and comment

Submission Date _____

*Waiver request(s) shall be accompanied by written justification.



January 6, 2023

Town of Scarborough
259 U.S. Route 1
P.O. Box 360
Scarborough, ME 04070-0360

**Reference: Stormwater Statement
Mercedes-Benz of Scarborough
137 U.S. Route 1**

The project was originally constructed in 2003. As indicated in the 2012 Stormwater Management Report prepared by Sebago Technics, Inc., dated October 15, 2012, and on file with the Town of Scarborough, the development of the site in 2003 resulted in a net decrease in impervious area as defined by the Maine Department of Environmental Protection (Maine DEP). The net decrease was 0.4 acres. A subsequent building addition in 2012, referenced in the same report resulted in the net decrease modified to 0.37 acres.

The currently proposed amended site plan and contract zone amendment 5 will result in the creation of a minor amount of additional impervious area where existing landscaping is replaced with roof area and or pavement. The attached exhibit shows the locations of the new impervious areas and in one instance a new pervious area, and a summary of these areas is tabulated below:

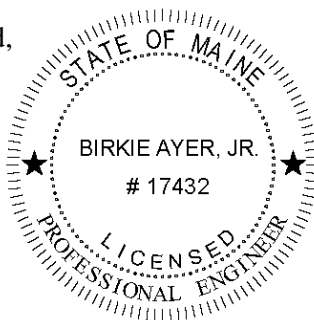
1. Front building addition includes some sidewalk work at the door	+ 600 sf
2. Rear building addition	+ 1800 sf
3. Remove old dumpster enclosure and paving	- 233 sf
4. New masonry dumpster enclosure and concrete approach pad	+ 420 sf
Net New Impervious	
+ 2587 sf = 0.06 ac	

To mitigate the new impervious area, this project will replace 3,000 sf of existing asphalt pavement with a porous asphalt pavement section. Thus, the net runoff from the site following completion of the project will be slightly less than the existing conditions, today. Additionally, by providing a stone reservoir storage area below the porous asphalt surface, we can provide water quality treatment for 0.33 acres of existing paved parking lot by capturing and filtering the first flush runoff.

Should you have any questions or comments, please contact me to discuss them.

Respectfully Submitted,

Birk Ayer, P.E.



Attachment: Porous Asphalt Design & Section
Proposed Site Plan

MB Scarborough Stormwater Statement.docx

MB SCARBOROUGH
POROUS ASPHALT DESIGN
1-6-2022

DRAINAGE AREA: 14,160 SF

NET NEW IMPERVIOUS AREA: 1987 SF (CONTRIBUTING)
600 SF (FRONT ADDITION)
2587 SF

①

PURPOSE OF POROUS ASPHALT IS TO OFFSET THE
NEW IMPERVIOUS AREA CREATED BY THE PROPOSED
ADDITIONS, THUS MINIMUM AREA OF NEW POROUS
ASPHALT = 2587 SF, 3000 SF PROPOSED OK

②

SIZE RESERVOIR STORAGE FOR 1" WATER QUAL /
VOLUME.

$$WQV = 1" \times \frac{1 \text{ FT}}{12"} \times 14,160 \text{ FT}^2 = 1,180 \text{ FT}^3$$

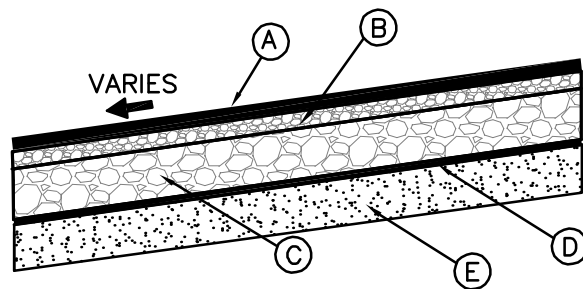
$$\text{VOID SPACE} = 40\%$$

$$\text{MIN. DEPTH} = 12" = 1 \text{ FT}$$

$$1 \text{ FT} \times 0.40 \times 3000 \text{ CF} = 1200 \text{ FT}^3$$

$$1200 \text{ FT}^3 > 1180 \text{ FT}^3 \quad \underline{\underline{OK}}$$

∴ USE 12" DEPTH RESERVOIR STONE
w/ 40% VOIDS



PAVEMENT SCHEDULE

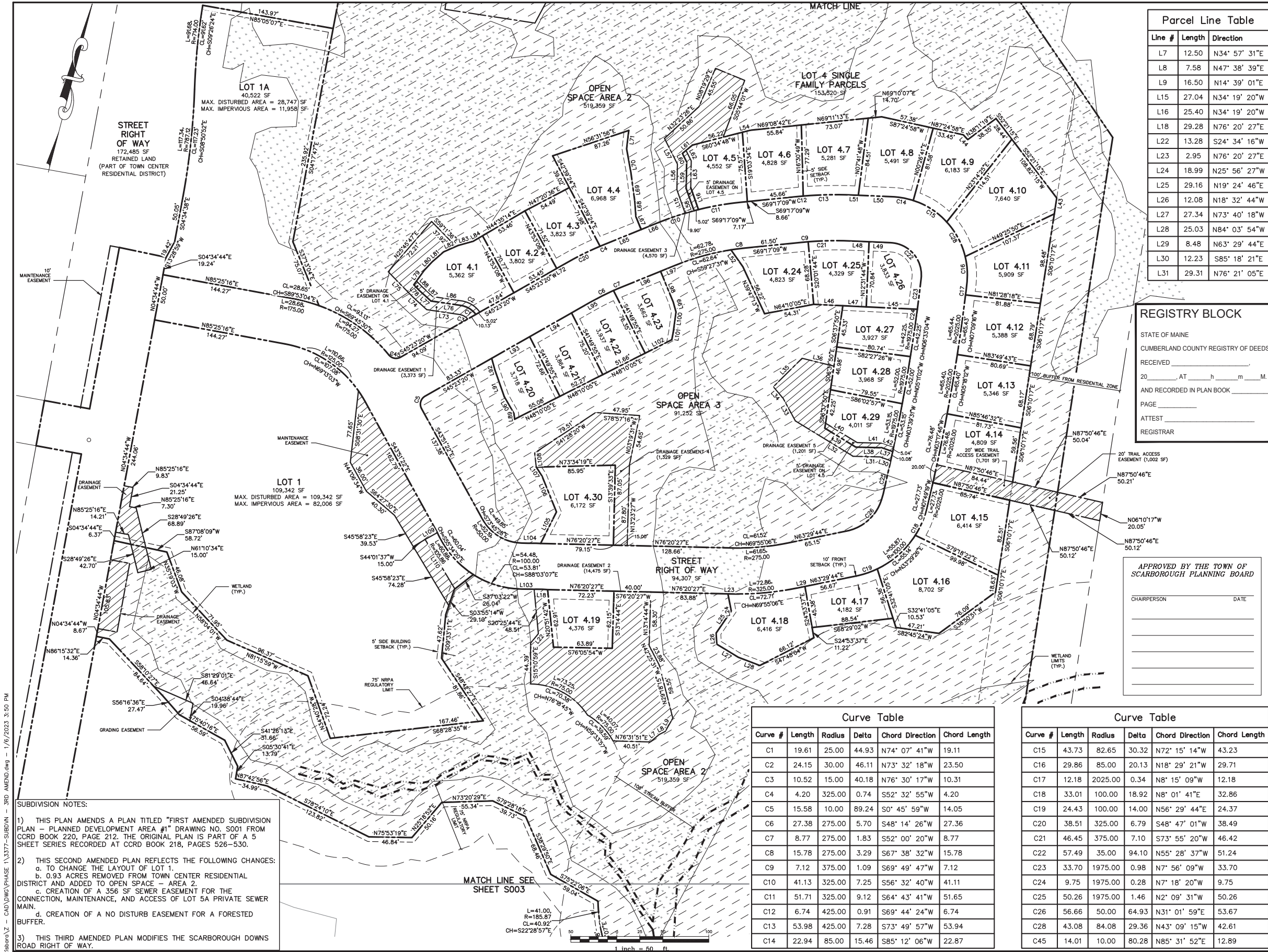
- Ⓐ 3" OPEN GRADED FRICTION COURSE (OGFC)
- Ⓑ 6" ASPHALT TREATED PERMEABLE BASE (ATPB)
PERFORMANCE GRADE ASPHALT BINDER (PGAB) 76-28 WITH SBS POLYMER
- Ⓒ 12" RESERVOIR STONE PER MAINE DOT 703.31
- Ⓓ MIRAFI 140N OR APPROVED EQUAL NON WOVEN GEOTEXTLE FABRIC
- Ⓔ 12" POROUS PAVEMENT FILTER MATERIAL
TYPE B, UNDERDRAIN BACKFILL PER MAINE DOT 703.22

POROUS ASPHALT DETAIL

Item #7

Crossroads Holdings, LLC is requesting review of the third amended Phase I subdivision at Scarborough Downs. The subdivision is located near the intersection of Route 1 and Scarborough Downs Road, and amendments would include widening of Right-of-Way and landscaping modifications in this area to accommodate required MaineDOT Traffic Movement Permit (TMP) improvements. The property is further identified as Map R52 Lot 4.

U:\3377 Scarborough Downs Ribara V - CAD\DWG\PHASE 1\3377-SUBDIV - 3RD AMEND.dwg - 1/6/2023 3:50 PM



SUBDIVISION NOTES:

- 1) THIS PLAN AMENDS A PLAN TITLED "FIRST AMENDED SUBDIVISION PLAN - PLANNED DEVELOPMENT AREA #1" DRAWING NO. S001 FROM CORD BOOK 220, PAGE 212. THE ORIGINAL PLAN IS PART OF A 5 SHEET SERIES RECORDED AT CORD BOOK 218, PAGES 526-530.
- 2) THIS SECOND AMENDED PLAN REFLECTS THE FOLLOWING CHANGES:
 - a. TO CHANGE THE LAYOUT OF LOT 1.
 - b. 0.93 ACRES REMOVED FROM TOWN CENTER RESIDENTIAL DISTRICT AND ADDED TO OPEN SPACE - AREA 2.
 - c. CREATION OF A 356 SF SEWER EASEMENT FOR THE CONNECTION, MAINTENANCE, AND ACCESS OF LOT 5A PRIVATE SEWER MAIN.
 - d. CREATION OF A NO DISTURB EASEMENT FOR A FORESTED BUFFER.
- 3) THIS THIRD AMENDED PLAN MODIFIES THE SCARBOROUGH DOWNS ROAD RIGHT OF WAY.

Rev.	Date	Revision

SECOND AMENDED SUBDIVISION PLAN	11/22/21	DJG
Issued For	Date	By

Design: DJG Draft: CEH Date: NOV 2021
Checked: SB Scale: 1"=50' Job No.: 3377
File Name: 3377-SUBDIV - 3RD AMEND.dwg
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207.772.2515
707 Sable Oaks Drive - Suite 30
South Portland, ME 04106

Drawing Name:
THIRD AMENDED SUBDIVISION PLAN-PLANNED DEVELOPMENT AREA #1
Project: **The Downs - Mixed Residential Planned Development**
Grist Mill Lane, Scarborough, Maine
Client: **M&R HOLDINGS, LLC**
PO Box 485, Scarborough, ME 04070

Drawing No.

S002

Parcel Line Table			
Line #	Length	Direction	
L7	12.50	N34° 57' 31"E	
L8	7.58	N47° 38' 39"E	
L9	16.50	N14° 39' 01"E	
L15	27.04	N34° 19' 20"W	
L16	25.40	N34° 19' 20"W	
L18	29.28	N76° 20' 27"E	
L22	13.28	S24° 34' 16"W	
L23	2.95	N76° 20' 27"E	
L24	18.99	N25° 56' 27"W	
L25	29.16	N19° 24' 46"E	
L26	12.08	N18° 32' 44"W	
L27	27.34	N73° 40' 18"W	
L28	25.03	N84° 03' 54"W	
L29	8.48	N63° 29' 44"E	
L30	12.23	S85° 18' 21"E	
L31	29.31	N76° 21' 05"E	

REGISTRY BLOCK

STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED _____
20 ____ AT ____ h ____ m ____ M.
AND RECORDED IN PLAN BOOK _____
PAGE _____
ATTEST _____
REGISTRAR

APPROVED BY THE TOWN OF SCARBOROUGH PLANNING BOARD

CHAIRPERSON _____ DATE _____

Parcel Line Table		
Line #	Length	Direction
L32	37.96	N73° 28' 09"W
L33	27.75	N43° 27' 00"W
L34	16.61	N55° 04' 37"W
L35	44.01	N30° 13' 48"E
L36	35.66	N88° 52' 21"E
L37	12.54	N85° 18' 21"W
L38	28.23	S76° 21' 05"W
L39	39.54	N73° 29' 36"W
L40	40.33	N73° 29' 36"W
L41	27.69	S76° 21' 05"W
L42	12.67	N85° 18' 21"W
L43	17.48	S06° 10' 17"E
L44	7.17	S57° 52' 27"E
L45	55.60	N77° 44' 19"E
L46	31.76	N77° 44' 19"E
L47	25.47	N77° 44' 19"E

Parcel Line Table		
Line #	Length	Direction
L48	19.81	S77° 28' 16"W
L49	23.39	S77° 28' 16"W
L50	37.21	S77° 28' 16"W
L51	5.99	S77° 28' 16"W
L52	22.54	N50° 14' 00"W
L54	8.80	N60° 34' 48"E
L56	27.94	N13° 52' 57"W
L57	31.18	N41° 44' 30"W
L58	25.87	N34° 19' 20"W
L59	28.62	N13° 52' 57"W
L60	10.33	N41° 44' 30"W
L61	14.11	N34° 59' 26"E
L62	12.75	N13° 52' 57"W
L63	28.96	N13° 52' 57"W
L65	44.08	S52° 55' 07"W
L66	19.87	S52° 55' 07"W

Parcel Line Table		
Line #	Length	Direction
L67	15.45	S37° 04' 53"E
L68	16.42	S19° 03' 29"E
L69	32.41	S22° 40' 42"E
L70	25.34	S25° 16' 55"E
L71	20.17	S08° 20' 05"E
L72	14.48	S45° 23' 20"W
L73	35.88	S83° 24' 17"W
L74	20.76	N62° 43' 55"W
L75	38.05	N59° 11' 36"W
L76	32.84	S83° 24' 17"W
L77	17.41	N62° 43' 55"W
L78	8.17	N59° 11' 36"W
L79	19.29	N20° 39' 49"E
L80	12.53	N27° 59' 53"E
L81	16.77	N33° 57' 04"E
L82	17.31	N51° 13' 57"E

Parcel Line Table		
Line #	Length	Direction
L83	16.92	N59° 21' 39"E
L84	11.74	N44° 35' 14"E
L86	31.32	S83° 24' 17"W
L87	15.73	N62° 43' 55"W
L88	8.91	N59° 11' 36"W
L89	6.37	N22° 29' 53"W
L90	20.98	N44° 52' 26"W
L91	30.89	N34° 22' 33"W
L92	13.04	N30° 14' 33"W
L93	47.52	S45° 23' 20"W
L94	52.33	S45° 23' 20"W
L95	24.33	S45° 23' 20"W
L96	46.56	S52° 55' 07"W
L97	17.38	S52° 55' 07"W
L98	36.15	S37° 19' 15"E
L99	11.31	S30° 41' 04"E

SINGLE FAMILY HOME LOT DATA

LOT NO.	LOT SIZE (SF)	MAX. DIST. AREA (SF)	MAX. IMPERVIOUS AREA (SF)
4.1	5,362	5,362	3,000
4.2	3,802	3,802	2,852
4.3	3,823	3,823	2,867
4.4	6,968	6,968	3,000
4.5	4,552	4,552	3,000
4.6	4,828	4,828	3,000
4.7	5,281	5,281	3,000
4.8	5,491	5,491	3,000
4.9	6,183	6,183	3,000
4.10	7,640	7,640	3,000
4.11	5,909	5,909	3,000
4.12	5,388	5,388	3,000
4.13	5,346	5,346	3,000
4.14	4,809	4,809	3,000
4.15	6,414	6,414	3,000
4.16	8,702	8,702	3,000
4.17	4,182	4,182	3,000
4.18	6,416	6,416	3,000
4.19	4,376	4,376	3,000
4.20	3,718	3,718	2,788
4.21	3,864	3,864	2,898
4.22	3,937	3,937	2,979
4.23	3,662	3,662	2,746
4.24	4,823	4,823	3,000
4.25	4,329	4,329	3,000
4.26	3,833	3,833	2,874
4.27	3,927	3,927	2,945
4.28	3,968	3,968	2,976
4.29	4,011	4,011	3,000
4.30	6,172	6,172	3,000

Parcel Line Table

Line #	Length	Direction
L100	22.31	S07° 07' 43"E
L101	8.15	N03° 54' 26"W
L102	32.41	N48° 10' 05"E
L103	29.28	N76° 20' 27"E
L104	20.52	N76° 20' 27"E
L105	38.39	N11° 41' 31"E
L106	41.89	N36° 55' 32"W
L107	11.75	N47° 49' 15"W
L108	15.53	S21° 20' 09"E
L109	15.24	S45° 53' 35"W
L110	62.79	S45° 58' 27"E



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	19.61	25.00	44.93	N74° 07' 41"W	19.11
C2	24.15	30.00	46.11	N73° 32' 18"W	23.50
C3	10.52	15.00	40.18	N76° 30' 17"W	10.31
C4	4.20	325.00	0.74	S52° 32' 55"W	4.20
C5	15.58	10.00	89.24	S0° 45' 59"W	14.05
C6	27.38	275.00	5.70	S48° 14' 26"W	27.36
C7	8.77	275.00	1.83	S52° 00' 20"W	8.77
C8	15.78	275.00	3.29	S67° 38' 32"W	15.78
C9	7.12	375.00	1.09	S69° 49' 47"W	7.12
C10	41.13	325.00	7.25	S56° 32' 40"W	41.11
C11	51.71	325.00	9.12	S64° 43' 41"W	51.65
C12	6.74	425.00	0.91	S69° 44' 24"W	6.74
C13	53.98	425.00	7.28	S73° 49' 57"W	53.94
C14	22.94	85.00	15.46	S85° 12' 06"W	22.87

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C15	43.73	82.65	30.32	N72° 15' 14"W	43.23
C16	29.86	85.00	20.13	N18° 29' 21"W	29.71
C17	12.18	2025.00	0.34	N8° 15' 09"W	12.18
C18	33.01	100.00	18.92	N8° 01' 41"E	32.86
C19	24.43	100.00	14.00	N56° 29' 44"E	24.37
C20	38.51	325.00	6.79	S48° 47' 01"W	38.49
C21	46.45	375.00	7.10	S73° 55' 20"W	46.42
C22	57.49	35.00	94.10	N55° 28' 37"W	51.24
C23	33.70	1975.00	0.98	N7° 56' 09"W	33.70
C24	9.75	1975.00	0.28	N7° 18' 20"W	9.75
C25	50.26	1975.00	1.46	N2° 09' 31"W	50.26
C26	56.66	50.00	64.93	N31° 01' 59"E	53.67
C28	43.08	84.08	29.36	N43° 09' 15"W	42.61
C45	14.01	10.00	80.28	N85° 31' 52"E	12.89

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Parcel Line Table		
Line #	Length	Direction
L1	5.37	S32° 23' 25"E
L2	16.43	S15° 38' 19"E
L3	2.74	S19° 30' 32"W
L4	12.96	S63° 48' 46"E
L5	14.10	N79° 52' 06"E
L6	19.89	S83° 49' 27"E

N/F
COMMERCIAL PLACE LLC
14525/97
TM U39 LOT 47-36

N/F
BELLA PROPERTIES, LLC
21282/189
TM U39 LOT 47-5

APPROVED BY THE TOWN OF
SCARBOROUGH PLANNING BOARD

CHAIRPERSON	DATE

REGISTRY BLOCK

STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS

RECEIVED _____
20____ AT ____ h ____ m ____ M.

AND RECORDED IN PLAN BOOK _____

PAGE _____

ATTEST _____

REGISTRAR _____

SEE S006 FOR
INFORMATION

STREET
RIGHT
OF WAY
172,485 SF

LOT 2
285,894 SF
MAX. DISTURBED AREA = 285,894 SF
MAX. IMPERVIOUS AREA = 214,420 SF

LOT 3
77,686 SF
MAX. DISTURBED AREA = 77,686 SF
MAX. IMPERVIOUS AREA = 58,264 SF

OPEN
SPACE AREA 1
149,699 SF

MATCH LINE SEE SHEET S002

CROSSROADS
HOLDINGS, LLC
219,349 SF

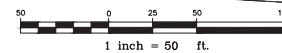
N/F MARK T. DELANO
CYNTHIA A. DELANO
23133/16
TM U40 LOT 14

N/F LIBBY
2605/422
TM U40 LOT 13

N/F JONATHAN J. BENNER
JUSTIN R. DORIA
30522/348
TM U40 LOT 12

N/F RONALD HERR
ANN E. HAYES
33836/265
TM U40 LOT 11

CROSSROADS
HOLDINGS, LLC



Rev.	Date	Revision

SECOND AMENDED SUBDIVISION PLAN	11/22/21	DJG
Issued For	Date	By

Design: DJG	Draft: GEH	Date: NOV 2021
Checked: SB	Scale: 1"=50'	Job No.: 3377
File Name: 3377-SUBDIV - 3RD AMEND.dwg		
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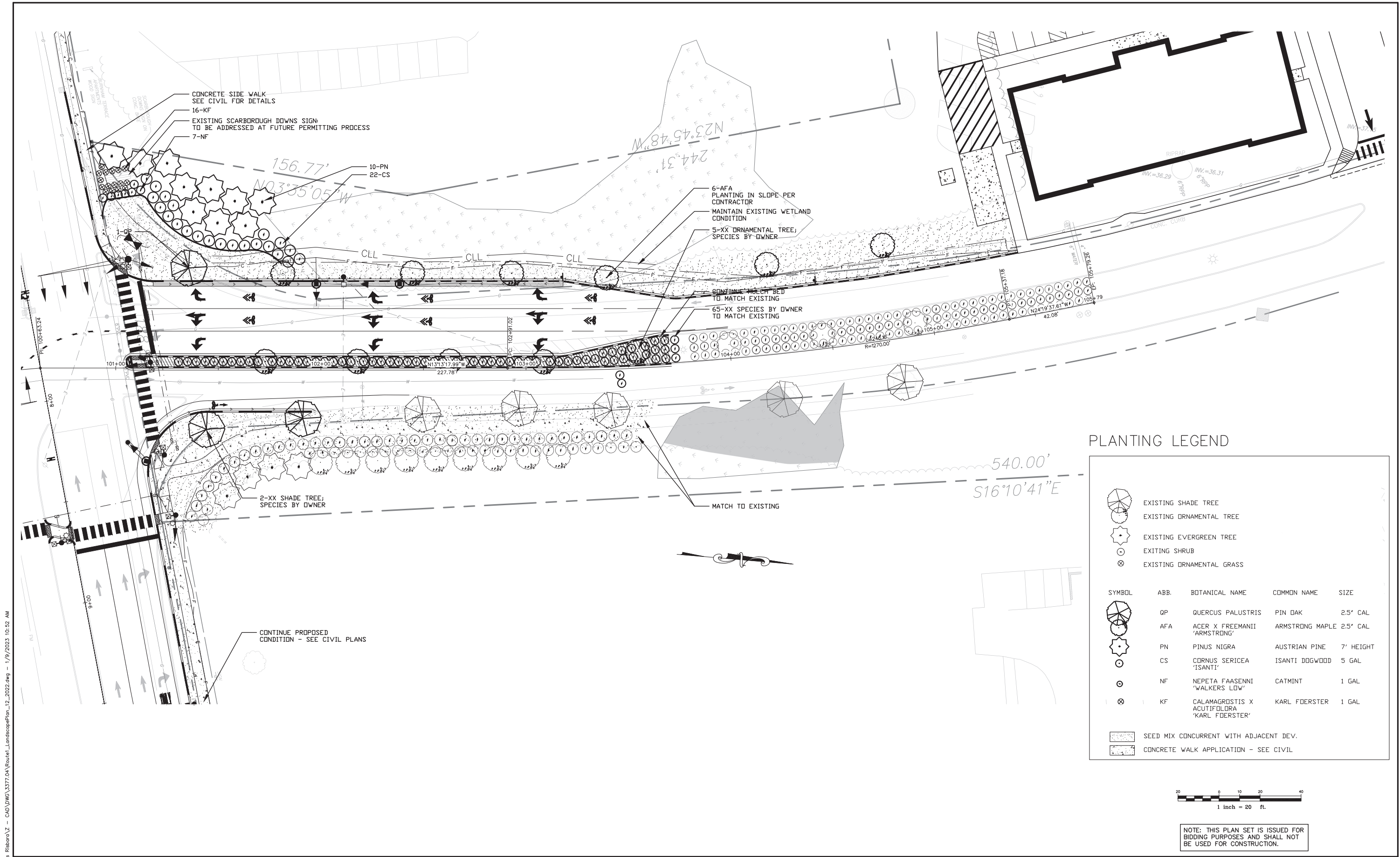


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707 Sable Oaks Drive - Suite 30
South Portland, ME 04106

Drawing Name:	THIRD AMENDED SUBDIVISION PLAN-PLANNED DEVELOPMENT AREA #1
Project:	The Downs - Mixed Residential Planned Development Scarborough Downs Road, Scarborough, Maine
Client:	M&R HOLDINGS, LLC PO Box 485, Scarborough, ME 04070

Drawing No.
S003

U:\3377 Scarborough Downs Ribara\Z - CAD\DWG\3377\04\Route1_LandscapePlan_12_2022.dwg - 1/9/2023 10:52 AM



Rev.	Date	Revision

TOWN SUBMISSION	1/9/23	DJG
Issued For	Date	By

Design:	Draft: CEH	Date: JUNE 2022
Checked:	Scale: 1"=20'	Job No.: 3377.04
File Name: Route1_LandscapePlan_12_2022.dwg		
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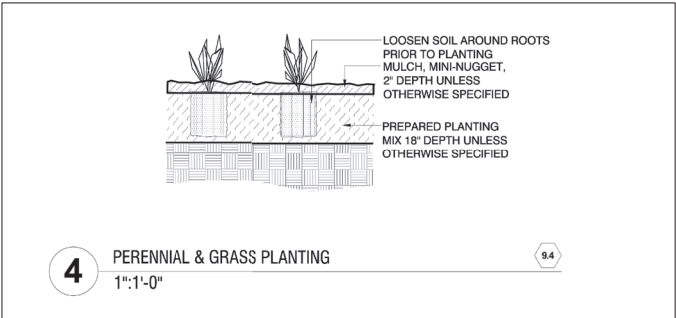
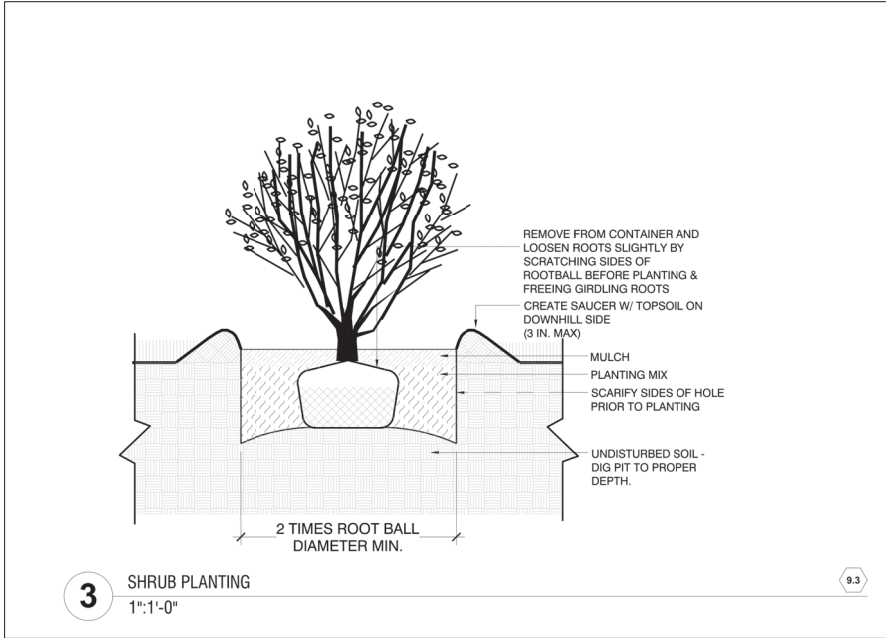
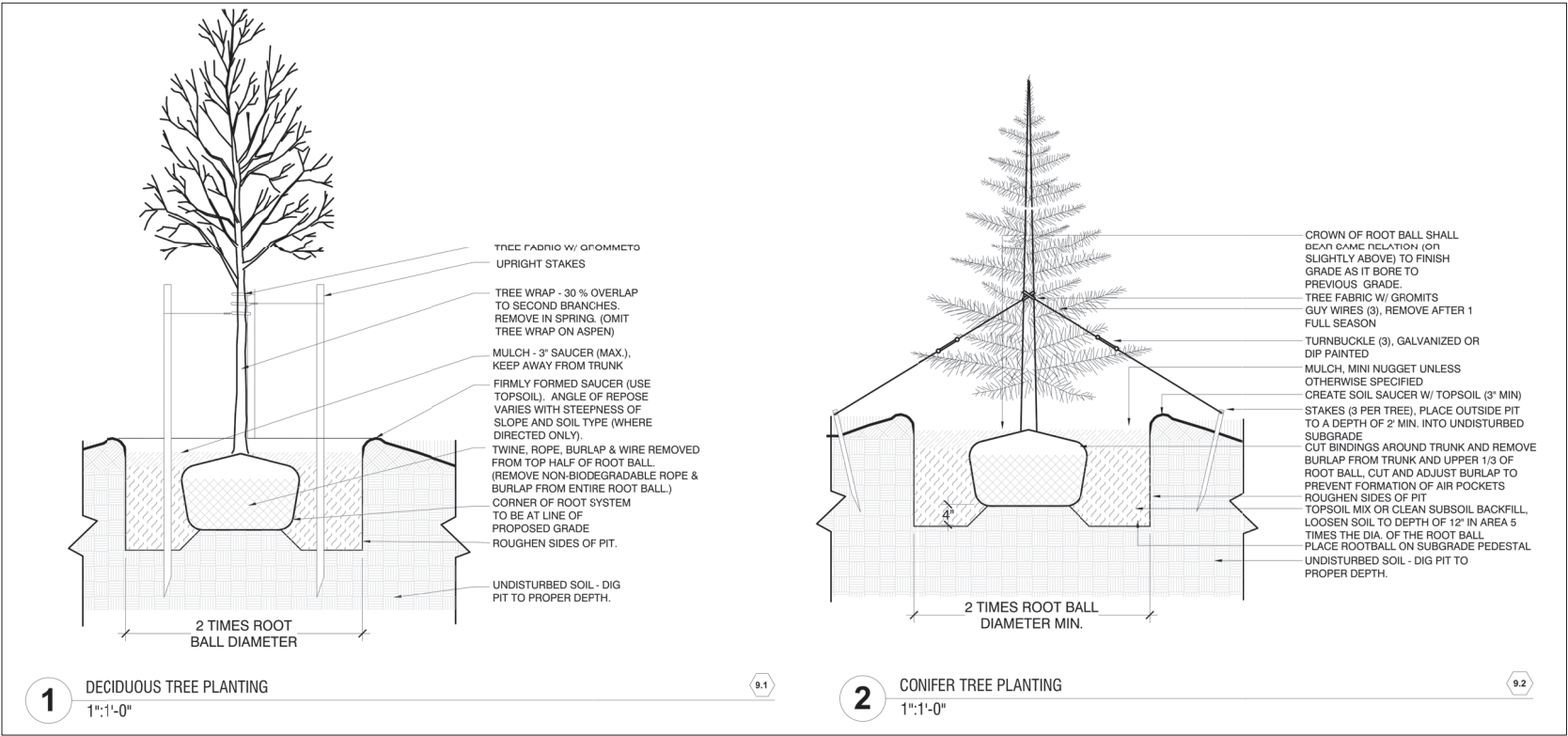
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South Portland, ME 04106

Drawing Name:	Landscape Plan
Project:	The Downs - Route 1 Offsite Improvements Scarborough, Maine
Client:	Crossroads Holdings, LLC PO Box 188, Scarborough, ME 04070

Drawing No.
L1

PLANTING DETAILS



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

U:\3377 Scarborough Downs Ribara V - CAD\DWG\3377\04\Route1_LandscapePlan_12_2022.dwg - 1/9/2023 10:52 AM

Rev.	Date

TOWN SUBMISSION	1/9/23	DJG
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Design:	Draft: CEH	Date: JUNE 2022
Checked:	Scale: AS NOTED	Job No.: 3377.04
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Drawing Name:	Landscape Details
Project:	The Downs – Route 1 Offsite Improvements Scarborough, Maine
Client:	Crossroads Holdings, LLC PO Box 188, Scarborough, ME 04070

Drawing No.
L2

Approved Landscape Plan 2018

PLANTING NOTES

- CONTACT UTILITY COMPANIES AS REQUIRED BY STATE AND LOCAL REGULATIONS BEFORE DIGGING. LOCATE AND MARK EXISTING UTILITIES.
- REFER TO CIVIL ENGINEER'S GRADING PLANS FOR FINAL GRADING AND UTILITY LOCATIONS.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
- LANDSCAPE ARCHITECT TO REVIEW PLANT MATERIALS AT SOURCE OR BY PHOTOGRAPHS PRIOR TO DIGGING OR SHIPPING OF PLANT MATERIAL.
- CONTRACTOR IS TO VERIFY ALL QUANTITIES. IF QUANTITIES ON PLANT LIST DIFFER FROM GRAPHIC INDICATIONS, GRAPHICS SHALL PREVAIL.
- EXACT LOCATIONS OF TREES AND B&B SHRUBS ARE TO BE STAKED BY THE CONTRACTOR FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST PLANTS TO EXACT LOCATION IN THE FIELD.
- PLANT MATERIAL NOT MEETING THE STANDARDS CONTAINED WITHIN CONTRACT DOCUMENTS SHALL BE REPLACED AT NO COST TO THE OWNER.
- PROVIDE MATCHING SIZES AND FORMS FOR EACH PLANT OF THE SAME SPECIES DESIGNATED ON THE DRAWINGS UNLESS OTHERWISE INDICATED.
- ALL PLANT MATERIAL IS TO BE INSTALLED PLUMB/PER THE SPECIFICATIONS CONTAINED WITHIN THE CONTRACT DOCUMENTS.
- PRUNE EXISTING AND/OR NEWLY PLANTED TREES ONLY AS DIRECTED BY THE LANDSCAPE ARCHITECT.
- PLANT MATERIAL SHALL HAVE ALL WIRE, TWINE, BASKETS, BURLAP, AND ALL OTHER NON-BIODEGRADABLE CONTAINMENT MATERIAL REMOVED FROM THE TRUNK AND/OR ROOT BALL OF THE PLANT PRIOR TO PLANTING. ROOT BALLS SHALL BE FREE OF WEEDS.
- FINISH GRADE OF PLANTING BEDS SHALL BE ONE (1) INCH BELOW ADJACENT PAVER OR HEADER, UNLESS OTHERWISE SPECIFIED.
- MULCH OR PLANTING BED DRESSING SHALL BE PLACED IN ALL PLANTING AREAS AS SPECIFIED. MULCH OR PLANTING BED DRESSING SHALL NOT BE PLACED WITHIN SIX (6) INCHES OF TREE TRUNKS. MULCHING SHOULD BE REPEATED ANNUALLY DURING THE AUTUMN TO A 3" DEPTH. SOIL PEP MULCH SHALL BE USED UNLESS OTHERWISE SPECIFIED..
- ALL PLANT MATERIAL SHOULD RECEIVE AN ORGANIC FERTILIZER IN LIMITED APPLICATION FOLLOWING INSTALLATION. TYPE AND APPLICATION RATE AND METHOD OF APPLICATION TO BE SPECIFIED BY THE CONTRACTOR & APPROVED BY THE LANDSCAPE ARCHITECT.
- STOCKPILED PLANT MATERIAL TO BE PLACED IN THE SHADE AND PROPERLY HAND-WATERED UNTIL PLANTED.
- PRESERVE & PROTECT ALL EXISTING VEGETATION INDICATED TO REMAIN AT ALL TIMES.
- TO THE GREATEST EXTENT POSSIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION SHALL BE STOCKPILED FOR LATER USE IN AREAS REQUIRING REVEGETATION/PLANTING.
- ALL MATERIALS USED SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- ALL DISTURBED AREAS ARE TO BE REVEGETATED

SEEDING NOTES

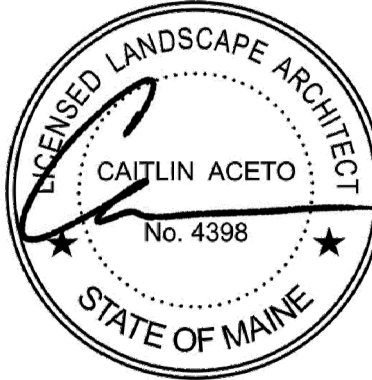
- REVEGETATED AREAS ARE TO BE HYRO-SEEDED, FOLLOWED BY THE APPLICATION OF STRAW MULCH.
- APPLY STRAW MULCH AT A MINIMUM RATE OF 1.5 TONS PER ACRE OF AIR DRY MATERIAL. SPREAD STRAW MULCH UNIFORMLY OVER THE AREA WITH MECHANICAL MULCH SPREADER/CRIMPER. DO NOT MULCH WHEN WIND VELOCITY EXCEEDS 10 MPH.
- IMMEDIATELY UPON COMPLETION OF THE MULCHING AND BINDING OPERATION, THE SEEDED AREAS SHALL BE IRRIGATED, KEEPING THE TOP 2 INCHES OF SOIL EVENLY MOIST UNTIL SEED HAS UNIFORMLY GERMINATED AND GROWN TO A HEIGHT OF 2 INCHES.
- WATERING APPLICATION SHALL BE DONE IN A MANNER WHICH WILL PROVIDE UNIFORM COVERAGE BUT WHICH WILL NOT CAUSE EROSION, MOVEMENT, OR DAMAGE TO THE FINISHED SURFACE.

ABBREVIATIONS TABLE

APPROX	APPROXIMATE	MH	MANHOLE
ARCH	ARCHITECT	MIN	MINIMUM
AVG	AVERAGE	MISC	MISCELLANEOUS
B+B	BALED AND BURLAPPED	N	NORTH
BF	BOTTOM OF FOOTING	NIC	NOT IN CONTRACT
BLDG	BUILDING	NO	NUMBER
BM	BENCHMARK	NOM	NOMINAL
BOC	BACK OF CURB	NTS	NOT TO SCALE
BR	BOTTOM OF RAMP	OC	ON CENTER
BS	BOTTOM OF STEP	OD	OUTSIDE DIAMETER
BW	BOTTOM OF WAL	OPP	OPPOSITE
CAL	CALIPER	PAR	PARALLEL
CAP	CAPACITY	PC	POINT OF CURVATURE
CF	CUBIC FEET	PE	POLYURETHANE
CHAM	CHAMFER	PERF	PERFORATED
CIP	CAST IN PLACE	PED	PEDESTRIAN
CJ	CONTROL JOINT	PI	POINT OF INTERSECTION
CL	CENTER LINE	PL	PROPERTY LINE
CLR	CLEARANCE	PT	POINT, POINT OF TANGENCY
CM	CENTIMETER	PVC	POLYVINYL CHLORIDE
CO	CLEAN OUT	PVMT	PAVEMENT
COMP	COMPACTED	PVR	PAVER
CONC	CONCRETE	QTY	QUANTITY
CONST	CONSTRUCTION	R	RADIUS
CONT	CONTINUOUS	REF	REFERENCE
CONTR	CONTRACTOR	REINF	REINFORCE(D)
CU	CUBIC	REQ'D	REQUIRED
CY	CUBIC YARD	REV	REVISION, REVISED
DEMO	DEMOLISH, DEMOLITION	ROW	RIGHT OF WAY
DIA	DIAMETER	RT	RIGHT
DIM	DIMENSION	S	SOUTH
DTL	DETAIL	SS	SANITARY SEWER
DWG	DRAWING	SCH	SCHEDULE
E	EAST	SD	STORM DRAIN
EA	EACH	SEC	SECTION
EJ	EXPANSION JOINT	SF	SQUARE FOOT (FEET)
EL	ELEVATION	SHT	SHEET
ELEC	ELECTRICAL	SIM	SIMILAR
ENG	ENGINEER	SNT	SEALANT
EQ	EQUAL	SPECS	SPECIFICATIONS
EQUIP	EQUIPMENT	SQ	SQUARE
EST	ESTIMATE	ST	STORM SEWER
E.W.	EACH WAY	SY	SQUARE YARD
EXIST	EXISTING	STA	STATION
EXP	EXPANSION, EXPOSED	STD	STANDARD
FFE	FINISHED FLOOR ELEVATION	STL	STEEL
FG	FINISHED GRADE	STRL	STRUCTURAL
FIN	FINISH	SYM	SYMMETRICAL
FL	FLOW LINE	T&B	TOP AND BOTTOM
FOW	FACE OF WAL	TBC	TOP OF BACK CURB
FT	FOOT (FEET)	TC	TOP OF CURB
FTG	FOOTING	TF	TOP OF FOOTING
GA	GAUGE	TRANS	ELECTRIC TRANSFORMER
GAL	GALVANIZED	TOC	TOP OF CONCRETE
GEN	GENERAL	TOPO	TOPOGRAPHY
HORIZ	HORIZONTAL	TSL	TOP OF SLAB
HP	HIGH POINT	TR	TOP OF RAMP
HT	HEIGHT	TS	TOP OF STEP
ID	INSIDE DIAMETER	TW	TOP OF WAL
INV	INVERT ELEVATION	TYP	TYPICAL
IN	INCHES)	VAR	VARIES
INCL	INCLUDE(D)	VERT	VERTICAL
IRR	IRRIGATION	VEH	VEHICLE
JT	JOINT	VOL	VOLUME
LIN	LINEAR	W/	WITH
LF	LINEAR FEET	W/O	WITHOUT
LP	LOW POINT	WT	WEIGHT
LT	LIGHT	WWF	WELDED WIRE FABRIC
MATL	MATERIAL	YD	YARD
MAX	MAXIMUM	@	AT
MEMB	MEMBRANE		
MD	MAIN DISCONNECT SWITCH		



SEAL



PROJECT TITLE

SCARBOROUGH DOWNS
PLANNED DEVELOPMENT LOT 4
AND SCARBOROUGH DOWNS ROAD
SCARBOROUGH, MAINE

PREPARED FOR

M&R Holdings LLC
PO Box 485, Scarborough, ME
04070

REVISIONS

DATE

ISSUE DATE

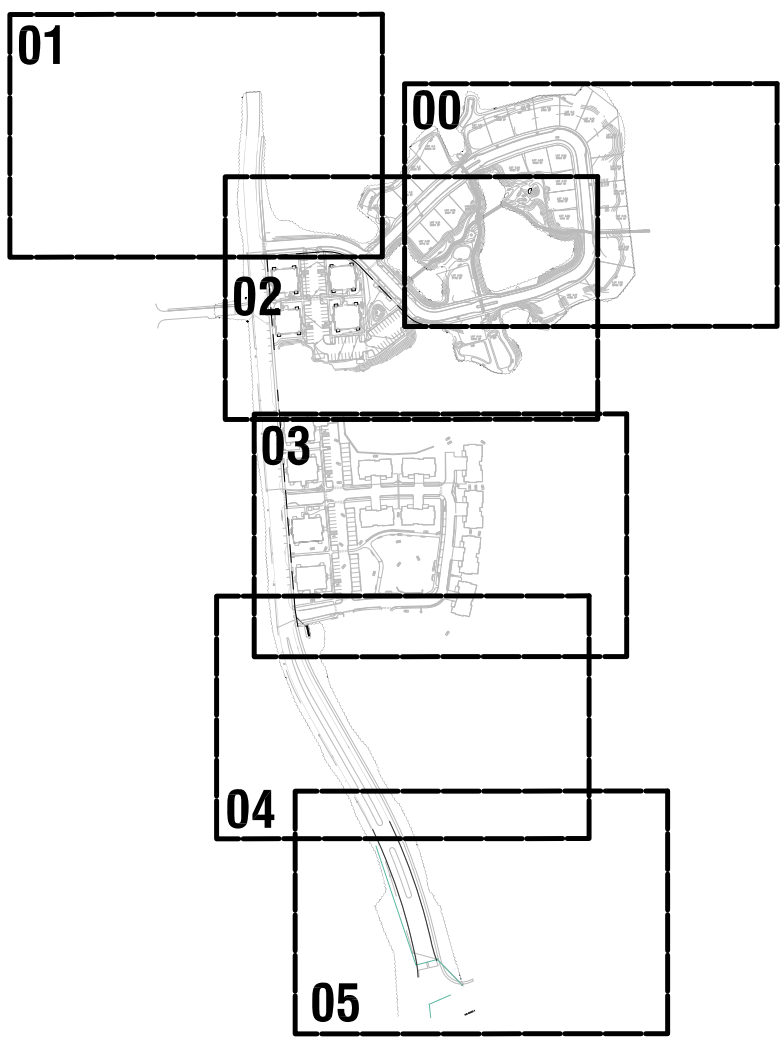
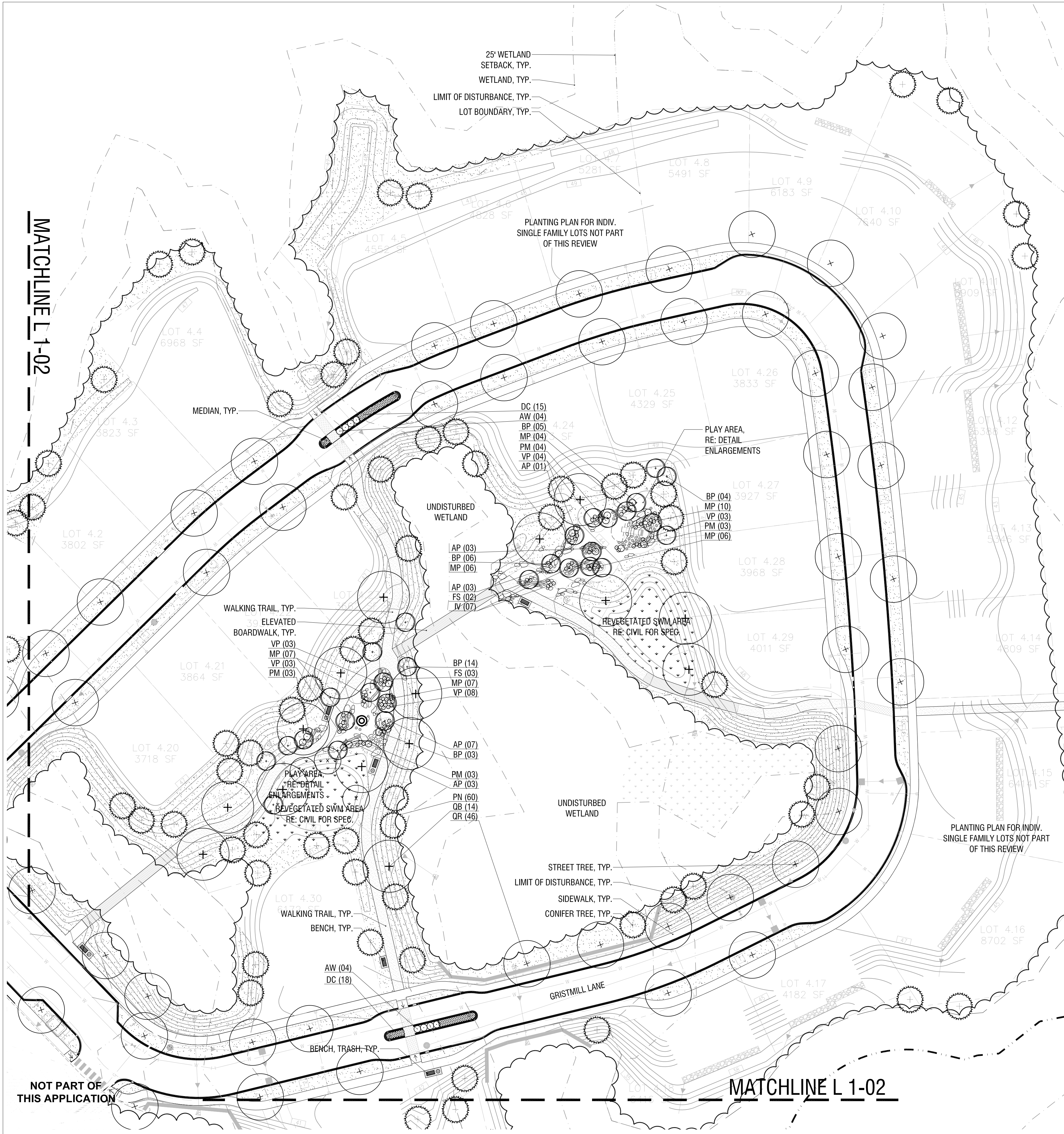
LOT 4 SINGLE FAMILY AND
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SITE AND SUBDIVISION REVIEW
OCTOBER 05, 2018

SHEET TITLE

NOTES

SHEET INFORMATION

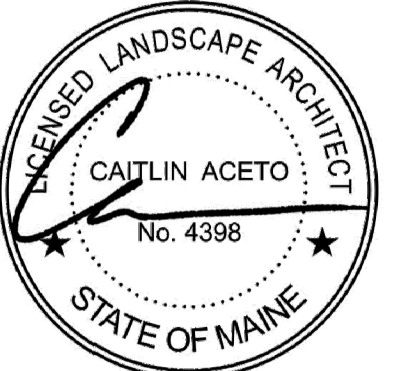
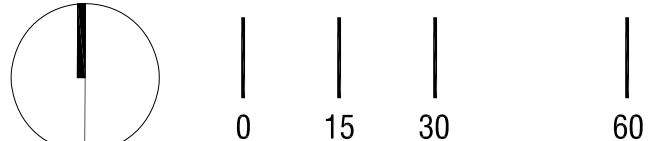
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ENLARGEMENT KEY MAP

PLANTING LEGEND						
SYMBOL	ABBR.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING
TREES-DECIDUOUS						
	QP	QUERCUS PALUSTRIS	PIN OAK	37	2.5" CALIPER	PER PLAN
	AF	ACER X. FREEMANII	AUTUMN BLAZE MAPLE	48	2.5" CALIPER	PER PLAN
	QR	QUERCUS RUBRA	RED OAK	63	2.5" CALIPER	PER PLAN
	QB	QUERCUS BICOLOR	SWAMP WHITE OAK	14	2.5" CALIPER	PER PLAN
	AS	ACER SACCHARUM	SUGAR MAPLE	0	2.5" CALIPER	PER PLAN
	AFA	ACER X FREEMANII 'ARMSTRONG'	ARMSTRONG MAPLE	8	2.5" CALIPER	PER PLAN
TREES-ORNAMENTAL						
	AG	ACER GINNALA	AMUR MAPLE	0	2" CALIPER	PER PLAN
	PC	PYRUS CALLERYANA	BRADFORD PEAR	22	2" CALIPER	PER PLAN
	AGA	AMELANCHIER X GRANDIFLORA	SERVICEBERRY	21	2" CALIPER	PER PLAN
	PFC	MALUS 'PRAIRIE FIRE'	PRAIRIE FIRE CRABAPPLE	0	2" CALIPER	PER PLAN
	BP	BETULA POPULIFOLIA	GREY BIRCH	29	2" CALIPER	PER PLAN
TREES-CONIFEROUS						
	PN	PINUS NIGRA	AUSTRIAN PINE	87	7" HT.	PER PLAN
SHRUBS-DECIDUOUS						
	AP	AESCLUSUS PARVIFLORA	BOTTLEBRUSH BUCKEYE	77	#5; 24" MIN HT.	PER PLAN
	FS	FORSYTHIA 'SUNRISE'	'SUNRISE' FORSYTHIA	5	#5; 24" MIN HT.	PER PLAN
	HP	HYDRANGEA PANICULATA	PANICLE HYDRANGEA	0	#5; 24" MIN HT.	PER PLAN
	IV	ILEX VERTICILLATA	WINTERBERRY	7	#5; 24" MIN HT.	PER PLAN
	MP	MYRICA PENSYLVANICA	BAYBERRY	40	#5; 24" MIN HT.	PER PLAN
	R	RHODODENDRON	RHODODENDRON	0	#5; 24" MIN HT.	PER PLAN
	VP	VIBURNUM PRUNIFOLIUM	BLACKHAW VIBURNUM	64	#5; 24" MIN HT.	PER PLAN
	AW	SPIREA X BUMALDA	'ANTHONY WATERER' SPIREA	8	#5; 24" MIN HT.	PER PLAN
	CS	CORNUS SERICEA 'SANTI'	ISANTI DOGWOOD	0	#5; 24" MIN HT.	PER PLAN
SHRUBS-EVERGREEN						
	PM	PINUS MUGO 'SLOWMOUND'	MUGO PINE	13	#5; 24" MIN HT.	PER PLAN
PERENNIALS						
	AF	ASTER X FRIKARTII	NEW ENGLAND ASTER	0	#1; 2 YR CLUMP	18" O.C.
	EP	ECHINACEA PURPUREA	PURPLE CONEFLOWER	0	#1; 2 YR CLUMP	18" O.C.
	HSG	HEMEROCALLIS 'SPREAD GOLD'	DAYLILY	0	#1; 2 YR CLUMP	18" O.C.
	LS	LIATRIS SPICATA	GAYFEATHER	0	#1; 2 YR CLUMP	18" O.C.
	PA	PEROVSKIA ATRIPLICIFOLA	RUSSIAN SAGE	0	#1; 2 YR CLUMP	18" O.C.
	RG	RUDBECKIA 'GOLDSTRUM'	BLACK-EYED SUSAN	0	#1; 2 YR CLUMP	18" O.C.
	NF	NEPETA FAASENII 'WALKERS LOW'	CATMINT	220	#1; 2 YR CLUMP	16" O.C.
	SJ	SEDUM X 'AUTUM JOY'	AUTUMN JOY SEDUM	0	#1; 2 YR CLUMP	16" O.C.
ORNAMENTAL GRASSES						
	DC	DESCHAMPSIA CAESPITOSA	TUFTED HAIR GRASS	103	#1; 2 YR CLUMP	24" O.C.
	PF	PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	0	#1; 2 YR CLUMP	18" O.C.
	MS	MISCANTHUS SINENSIS	MAIDEN GRASS	50	#1; 2 YR CLUMP	36" O.C.
	PV	PANICUM VIRGATUM	SWITCH GRASS	0	#1; 2 YR CLUMP	24" O.C.

- NOTES:
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SCARBOROUGH DOWNS
PLANNED DEVELOPMENT LOT 4
AND SCARBOROUGH DOWNS ROAD
SCARBOROUGH, MAINE

PREPARED FOR

M&R Holdings LLC
PO Box 485, Scarborough, ME
04070

REVISIONS

REVISIONS	DATE

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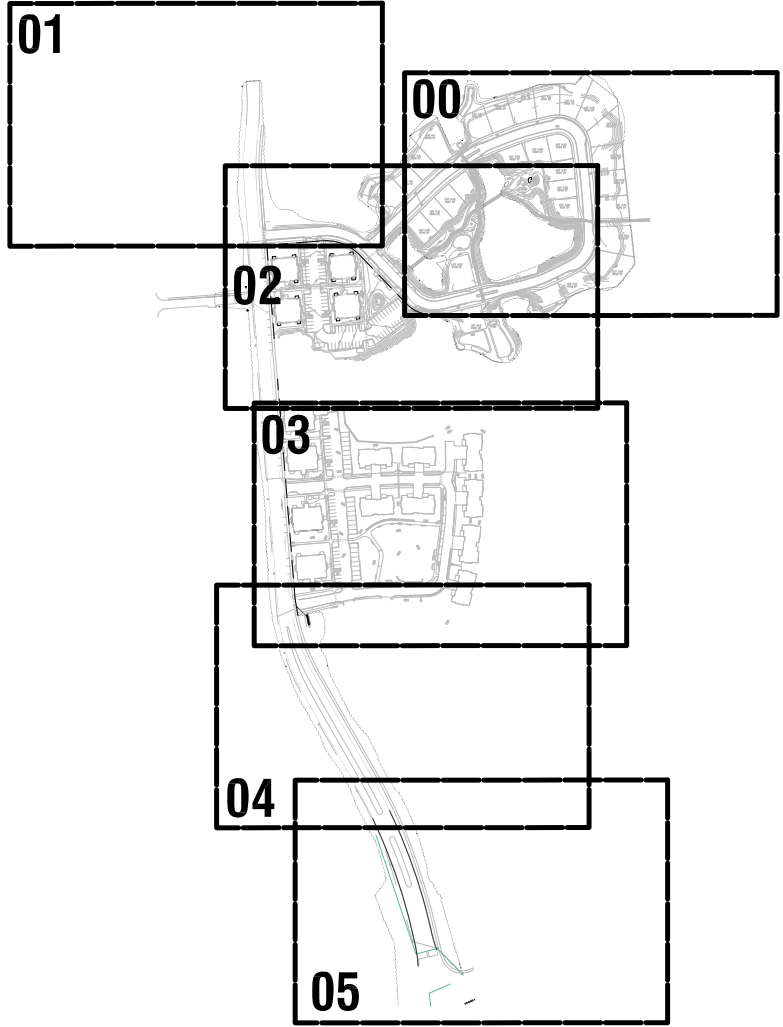
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SHEET TITLE

PLANTING PLAN

SHEET INFORMATION

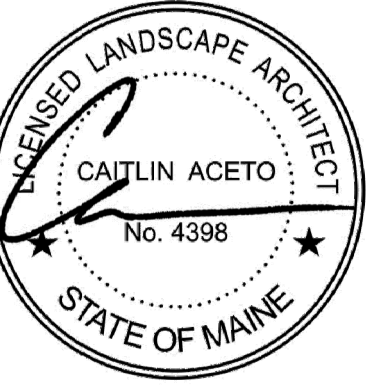
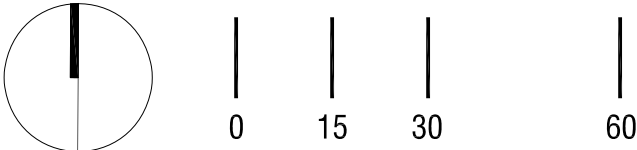
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ENLARGEMENT KEY MAP

PLANTING LEGEND						
SYMBOL	ABBR.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING
TREES-DECIDUOUS						
	QP	QUERCUS PALUSTRIS	PIN OAK	37	2.5" CALIPER	PER PLAN
	AF	ACER X. FREEMANII	AUTUMN BLAZE MAPLE	48	2.5" CALIPER	PER PLAN
	QR	QUERCUS RUBRA	RED OAK	63	2.5" CALIPER	PER PLAN
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	AS	ACER SACCHARUM	SUGAR MAPLE	0	2.5" CALIPER	PER PLAN
	AFA	ACER X FREEMANII 'ARMSTRONG'	ARMSTRONG MAPLE	8	2.5" CALIPER	PER PLAN
TREES-ORNAMENTAL						
	AG	ACER GINNALA	AMUR MAPLE	0	2" CALIPER	PER PLAN
	PC	PYRUS CALLERYANA	BRADFORD PEAR	22	2" CALIPER	PER PLAN
	AGA	AMELANCHIER X GRANDIFLORA	SERVICEBERRY	21	2" CALIPER	PER PLAN
	PFC	MALUS 'PRAIRIE FIRE'	PRAIRIE FIRE CRABAPPLE	0	2" CALIPER	PER PLAN
	BP	BETULA POPULIFOLIA	GREY BIRCH	29	2" CALIPER	PER PLAN
TREES-CONIFEROUS						
	PN	PINUS NIGRA	AUSTRIAN PINE	87	7' HT.	PER PLAN
SHRUBS-DECIDUOUS						
	AP	AESCULUS PARVIFLORA	BOTTLEBRUSH BUCKEYE	77	#5; 24" MIN HT.	PER PLAN
	FS	FORSYTHIA 'SUNRISE'	'SUNRISE' FORSYTHIA	5	#5; 24" MIN HT.	PER PLAN
	HP	HYDRANGAEA PANICULATA	PANICLE HYDRANGAEA	0	#5; 24" MIN HT.	PER PLAN
	IV	ILEX VERTICILLATA	WINTERBERRY	7	#5; 24" MIN HT.	PER PLAN
	MP	MYRICA PENSYLVANICA	BAYBERRY	40	#5; 24" MIN HT.	PER PLAN
	R	RHODODENDRON	RHODODENDRON	0	#5; 24" MIN HT.	PER PLAN
	VP	VIBURNUM PRUNIFOLIUM	BLACKHAW VIBURNUM	64	#5; 24" MIN HT.	PER PLAN
	AW	SPIREA X BUMALDA	'ANTHONY WATERER' SPIREA	8	#5; 24" MIN HT.	PER PLAN
	CS	CORNUS SERICEA 'SANTI'	ISANTI DOGWOOD	0	#5; 24" MIN HT.	PER PLAN
SHRUBS-EVERGREEN						
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	EP	ECHINACEA PURPUREA	PURPLE CONEFLOWER	0	#1; 2 YR CLUMP	18" O.C.
	HSG	HEMEROCALLIS 'SPREAD GOLD'	DAYLILY	0	#1; 2 YR CLUMP	18" O.C.
	LS	LIATRIS SPICATA	GAYFEATHER	0	#1; 2 YR CLUMP	18" O.C.
	PA	PEROVSKIA ATRIPLICIFOLA	RUSSIAN SAGE	0	#1; 2 YR CLUMP	18" O.C.
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	NF	NEPETA FAASENII	CATMINT	220	#1; 2 YR CLUMP	36" O.C.
	SJ	SEDUM X 'AUTUM JOY'	AUTUMN JOY SEDUM	0	#1; 2 YR CLUMP	16" O.C.
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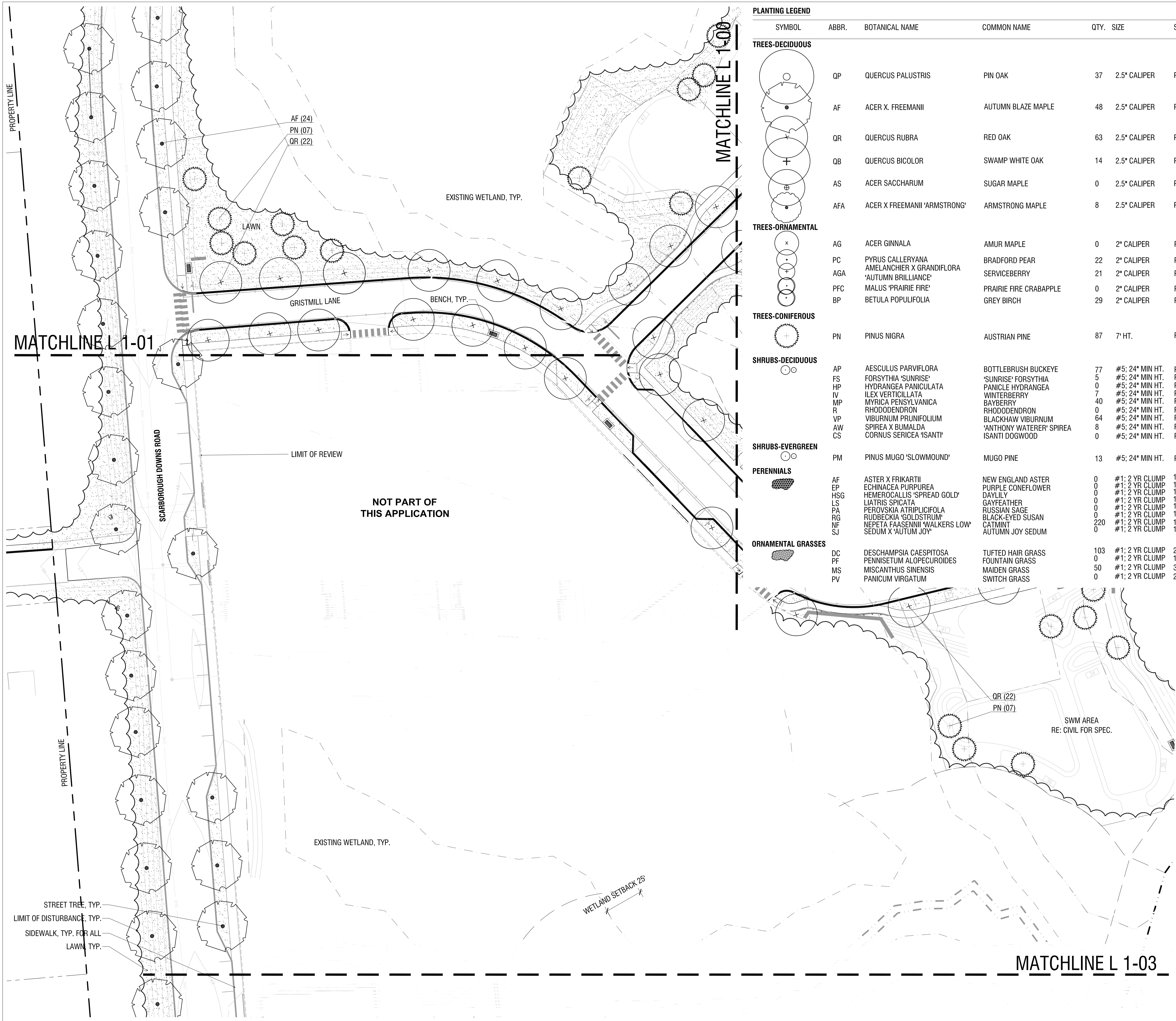
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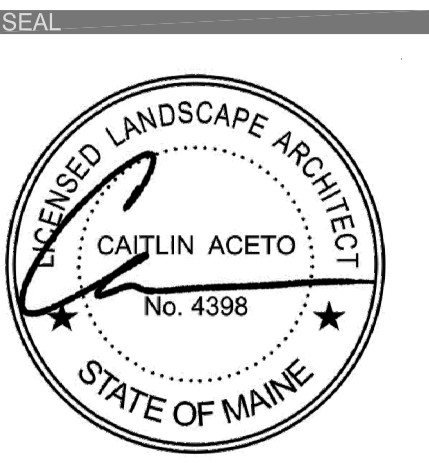
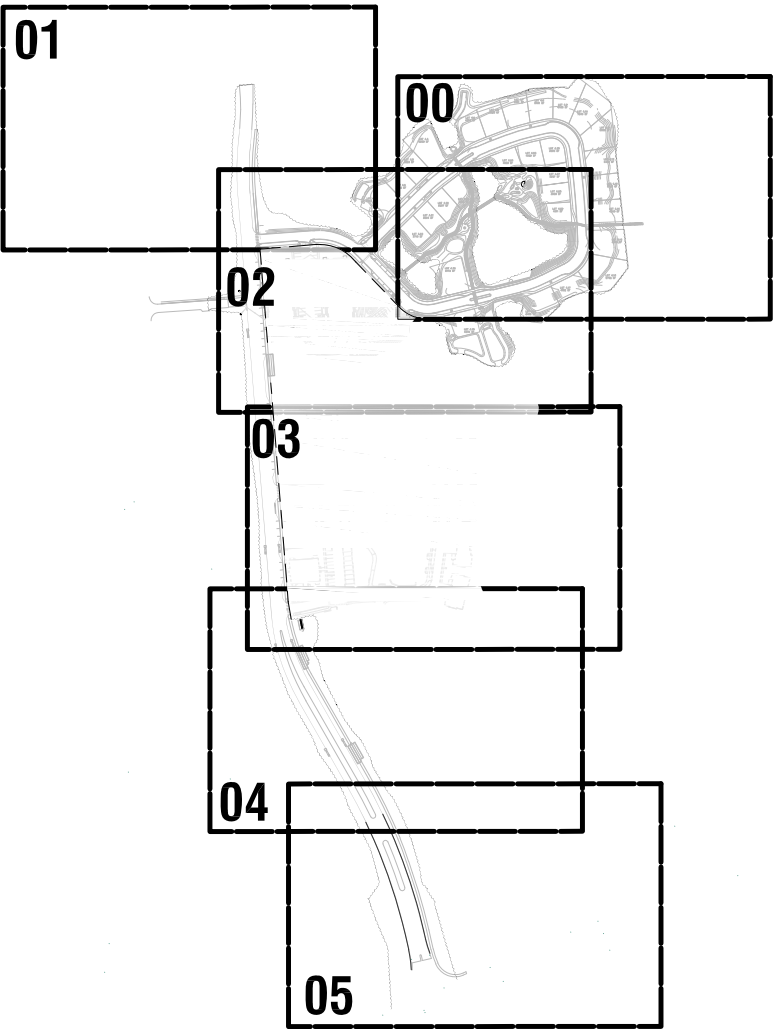
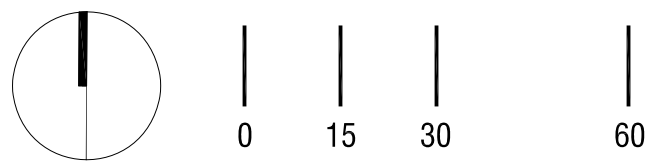
PLANTING PLAN

L 1-01



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	AP	AESCULUS PARVIFLORA	BOTTLEBRUSH BUCKEYE	77	#5; 24" MIN HT.	PER PLAN
	FS	FORSYTHIA 'SUNRISE'	'SUNRISE' FORSYTHIA	5	#5; 24" MIN HT.	PER PLAN
	HP	HYDRANGEA PANICULATA	PANICLE HYDRANGEA	0	#5; 24" MIN HT.	PER PLAN
	IV	ILEX VERTICILLATA	WINTERBERRY	7	#5; 24" MIN HT.	PER PLAN
	MP	MYRICA PENSYLVANICA	BAYBERRY	40	#5; 24" MIN HT.	PER PLAN
	R	RHODODENDRON	RHODODENDRON	0	#5; 24" MIN HT.	PER PLAN
	VP	VIBURNUM PRUNIFOLIUM	BLACKHAW VIBURNUM	64	#5; 24" MIN HT.	PER PLAN
	AW	SPIREA X BUMALDA	'ANTHONY WATERER' SPIREA	8	#5; 24" MIN HT.	PER PLAN
	CS	CORNUS SERICEA 'ISANTI'	ISANTI DOGWOOD	0	#5; 24" MIN HT.	PER PLAN
SHRUBS-EVERGREEN						
	PM	PINUS MUGO 'SLOWMOUND'	MUGO PINE	13	#5; 24" MIN HT.	PER PLAN
PERENNIALS						
	AF	ASTER X FRIKARTII	NEW ENGLAND ASTER	0	#1; 2 YR CLUMP	18" O.C.
	EP	ECHINACEA PURPUREA	PURPLE CONEFLOWER	0	#1; 2 YR CLUMP	18" O.C.
	HSG	HEMEROCALLIS 'SPREAD GOLD'	DAYLILY	0	#1; 2 YR CLUMP	16" O.C.
	LS	LIATRIS SPICATA	GAYFEATHER	0	#1; 2 YR CLUMP	18" O.C.
	PA	PEROVSKIA ATRIPLICIFOLA	RUSSIAN SAGE	0	#1; 2 YR CLUMP	18" O.C.
	RG	RUDBECKIA 'GOLDSTRUM'	BLACK-EYED SUSAN	0	#1; 2 YR CLUMP	18" O.C.
	NF	NEPETA FAASENNII 'WALKERS LOW'	CATMINT	220	#1; 2 YR CLUMP	16" O.C.
	SJ	SEDUM 'AUTUM JOY'	AUTUMN JOY SEDUM	0	#1; 2 YR CLUMP	16" O.C.
ORNAMENTAL GRASSES						
	DC	DESCHAMPSIA CAESPITOSA	TUFTED HAIR GRASS	103	#1; 2 YR CLUMP	24" O.C.
	PF	PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	0	#1; 2 YR CLUMP	18" O.C.
	MS	MISCANTHUS SINENSIS	MAIDEN GRASS	50	#1; 2 YR CLUMP	36" O.C.
	PV	PANICUM VIRGATUM	SWITCH GRASS	0	#1; 2 YR CLUMP	24" O.C.

- NOTES:
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PROJECT TITLE

SCARBOROUGH DOWNS
PLANNED DEVELOPMENT LOT 4
AND SCARBOROUGH DOWNS ROAD
SCARBOROUGH, MAINE

PREPARED FOR

M&R Holdings LLC
PO Box 485, Scarborough, ME
04070

REVISIONS

REVISIONS	DATE

ISSUE DATE

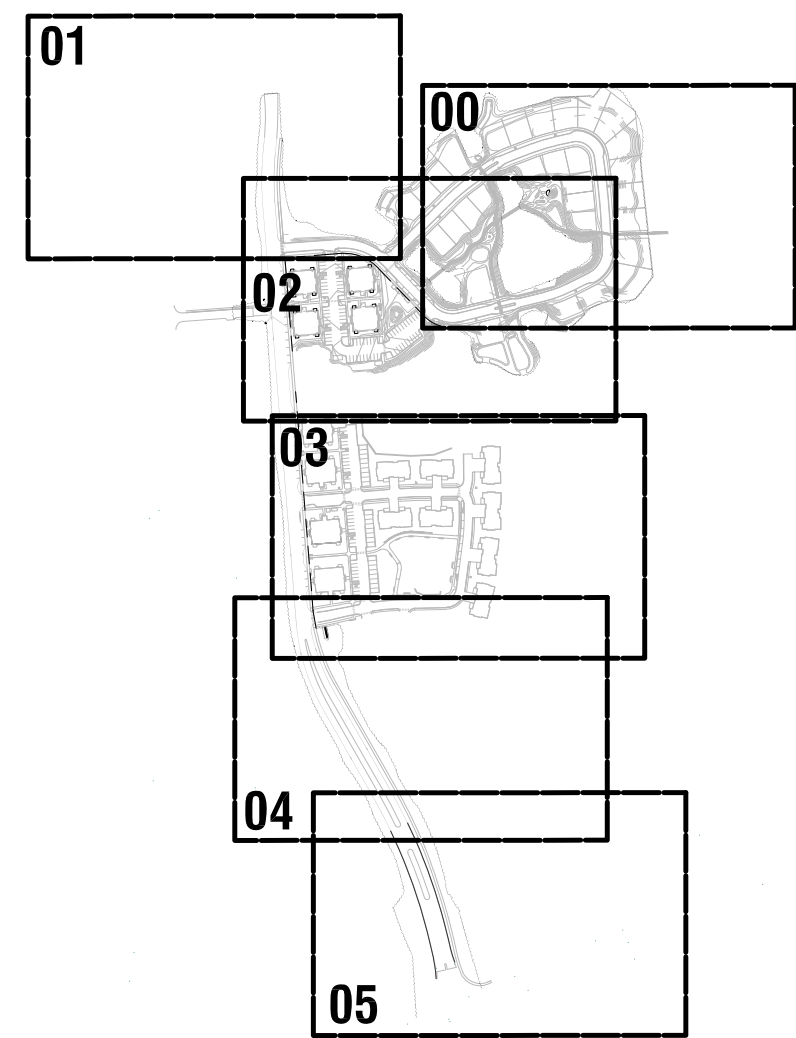
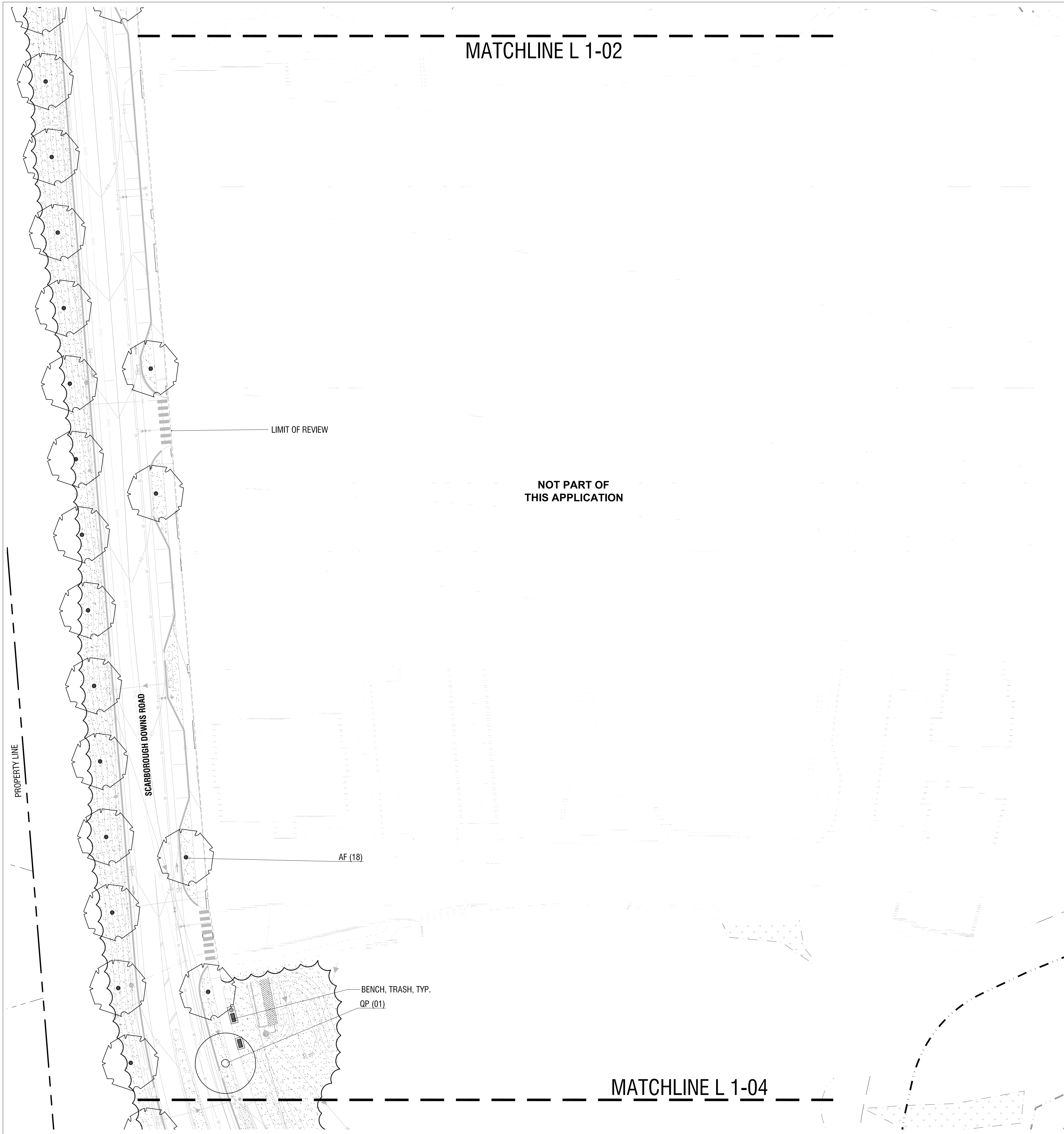
LOT 4 SINGLE FAMILY AND
SCARBOROUGH DOWNS ROAD
SITE AND SUBDIVISION REVIEW
OCTOBER 05, 2018

SHEET TITLE

PLANTING PLAN
ENLARGMENT

SHEET INFORMATION

L 1-02



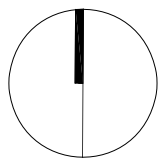
ENLARGEMENT KEY MAP

PLANTING LEGEND

SYMBOL	ABBR.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING
TREES-DECIDUOUS						
	QP	QUERCUS PALUSTRIS	PIN OAK	37	2.5" CALIPER	PER PLAN
	AF	ACER X. FREEMANII	AUTUMN BLAZE MAPLE	48	2.5" CALIPER	PER PLAN
	QR	QUERCUS RUBRA	RED OAK	63	2.5" CALIPER	PER PLAN
	QB	QUERCUS BICOLOR	SWAMP WHITE OAK	14	2.5" CALIPER	PER PLAN
	AS	ACER SACCHARUM	SUGAR MAPLE	0	2.5" CALIPER	PER PLAN
	AFA	ACER X FREEMANII 'ARMSTRONG'	ARMSTRONG MAPLE	8	2.5" CALIPER	PER PLAN
TREES-ORNAMENTAL						
	AG	ACER GINNALA	AMUR MAPLE	0	2" CALIPER	PER PLAN
	PC	PYRUS CALLERYANA	BRADFORD PEAR	22	2" CALIPER	PER PLAN
	AGA	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	SERVICEBERRY	21	2" CALIPER	PER PLAN
	PFC	MALUS 'PRAIRIE FIRE'	PRAIRIE FIRE CRABAPPLE	0	2" CALIPER	PER PLAN
	BP	BETULA POPULIFOLIA	GREY BIRCH	29	2" CALIPER	PER PLAN
TREES-CONIFEROUS						
	PN	PINUS NIGRA	AUSTRIAN PINE	87	7' HT.	PER PLAN
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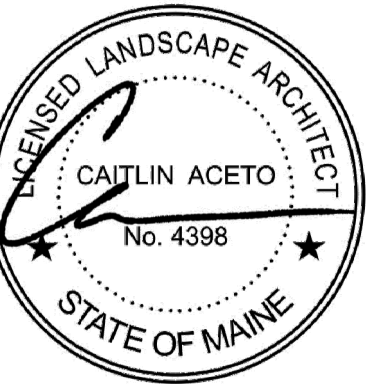
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SEAL



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PLANNED DEVELOPMENT LOT 4
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SCARBOROUGH, MAINE

PREPARED FOR

M&R Holdings LLC
PO Box 485, Scarborough, ME
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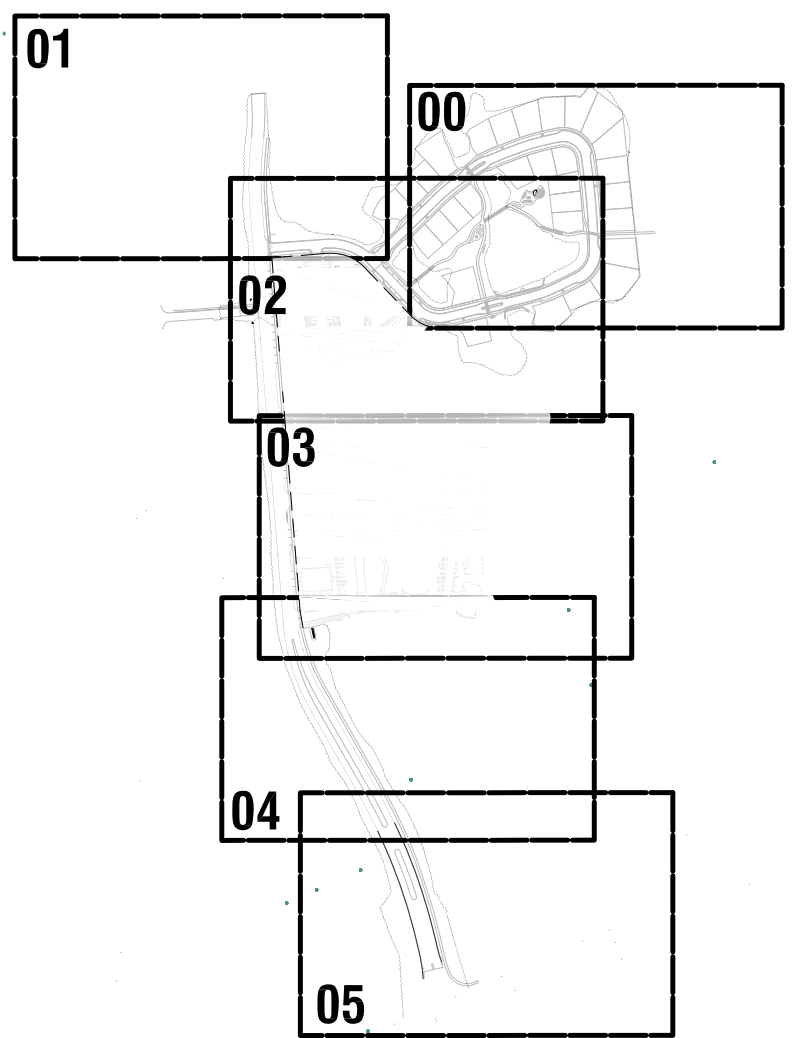
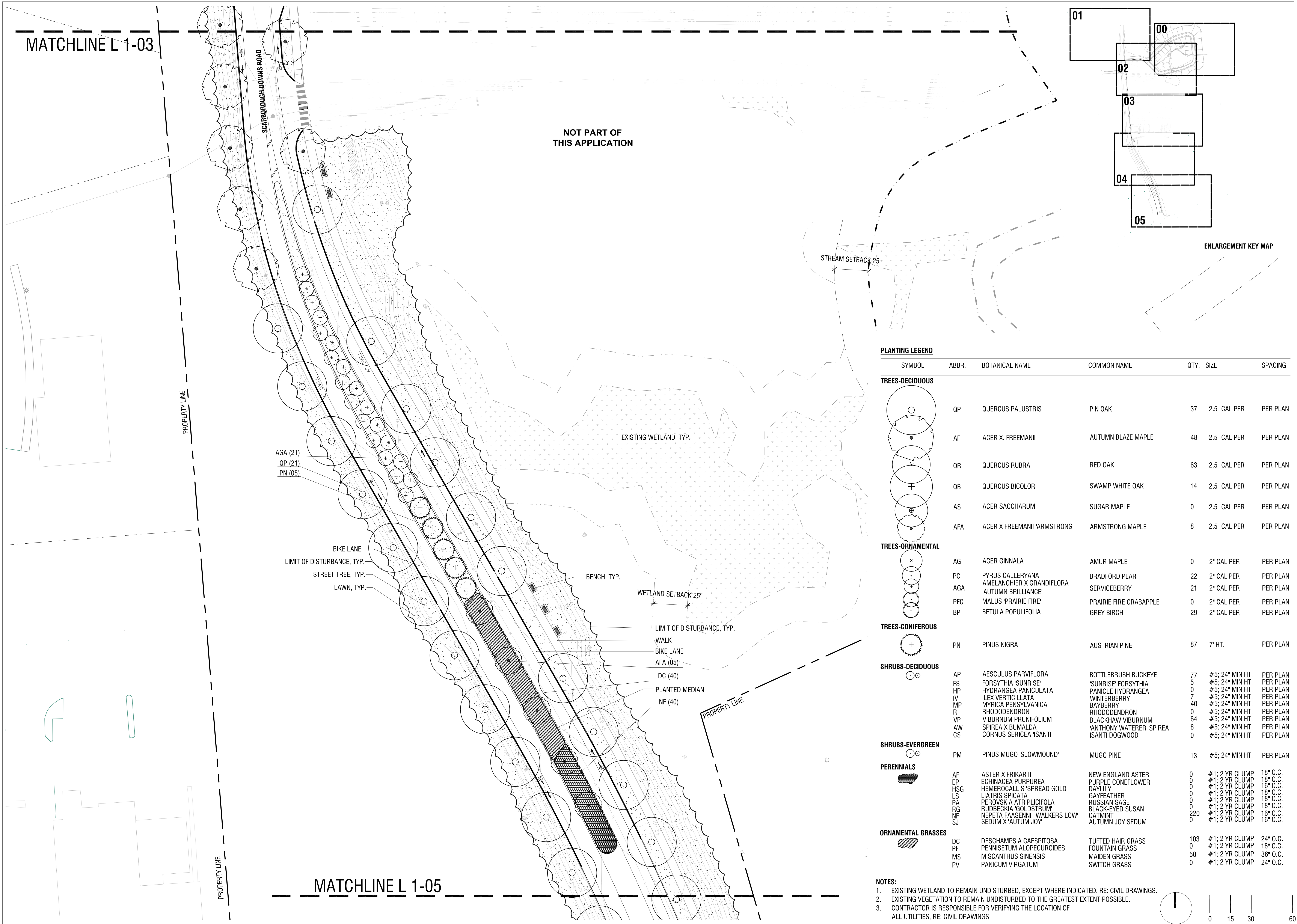
LOT 4 SINGLE FAMILY AND
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SITE AND SUBDIVISION REVIEW
OCTOBER 05, 2018

SHEET TITLE

PLANTING PLAN
ENLARGEMENT

SHEET INFORMATION

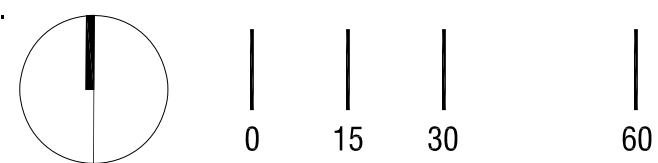
L 1-03



ENLARGEMENT KEY MAP

PLANTING LEGEND						
SYMBOL	ABBR.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING
TREES-DECIDUOUS						
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ACETO LANDSCAPE ARCHITECTS
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SEAL

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SCARBOROUGH DOWNS
PLANNED DEVELOPMENT LOT 4
AND SCARBOROUGH DOWNS ROAD
SCARBOROUGH, MAINE

PREPARED FOR

M&R Holdings LLC
PO Box 485, Scarborough, ME
04070

REVISIONS	DATE

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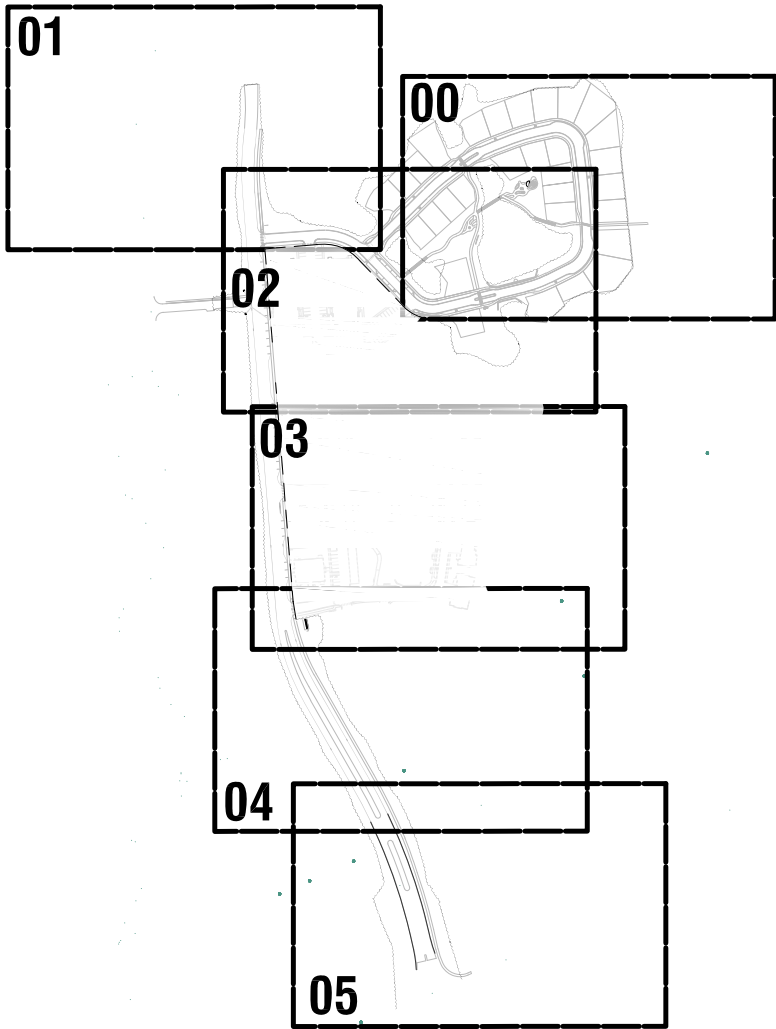
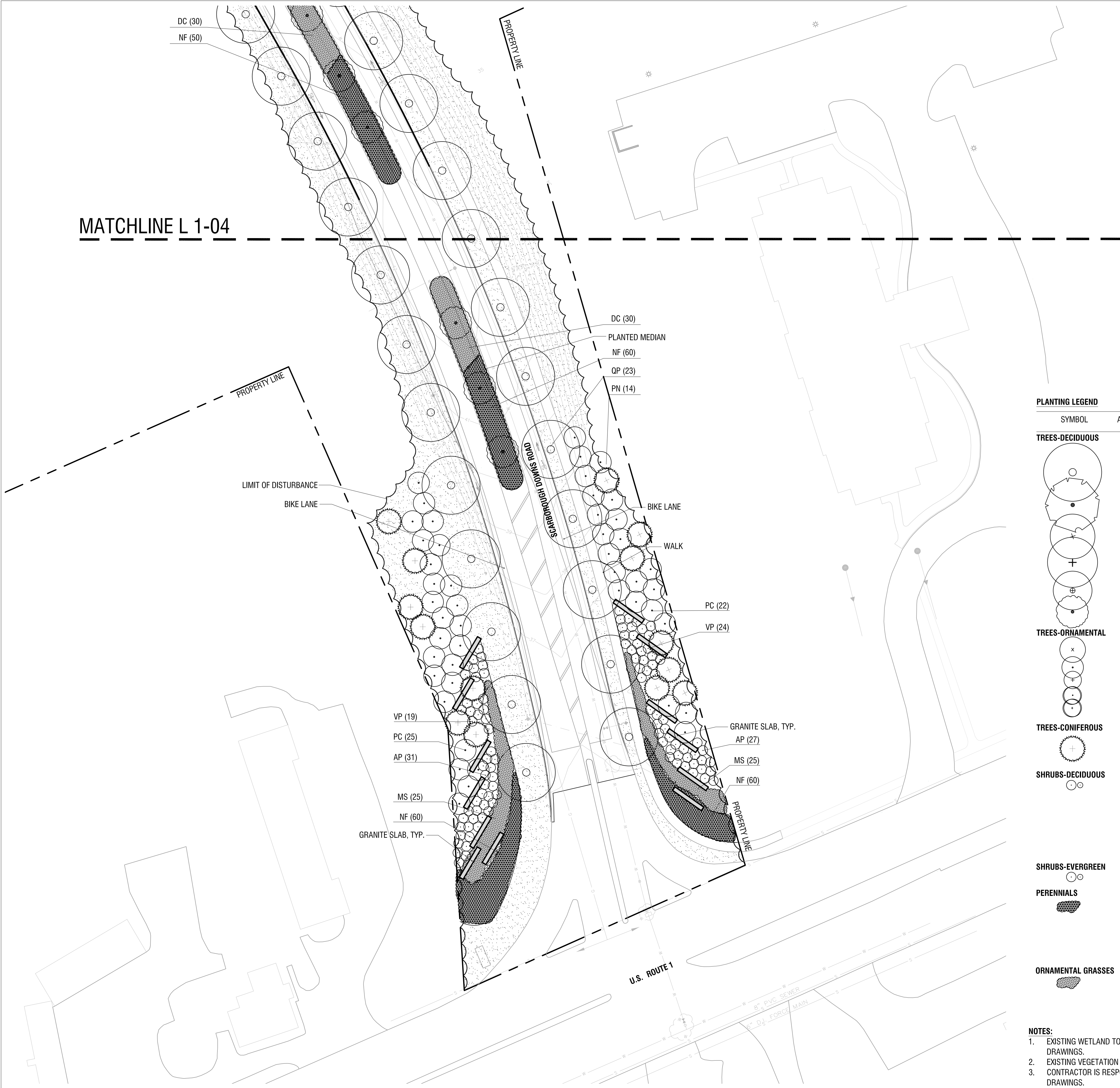
LOT 4 SINGLE FAMILY AND
SCARBOROUGH DOWNS ROAD
SITE AND SUBDIVISION REVIEW
OCTOBER 05, 2018

SHEET TITLE

PLANTING
ENLARGMENT

SHEET INFORMATION

L 1-04



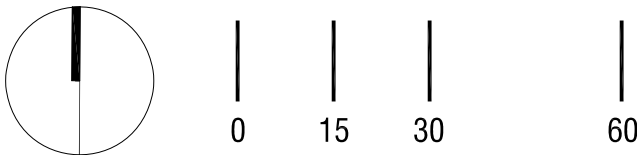
ENLARGEMENT KEY MAP

PLANTING LEGEND

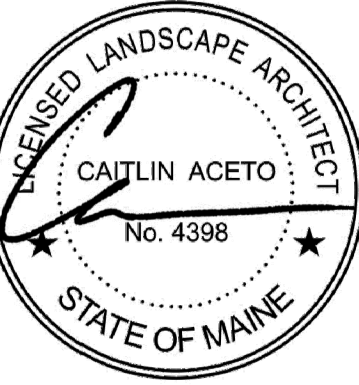
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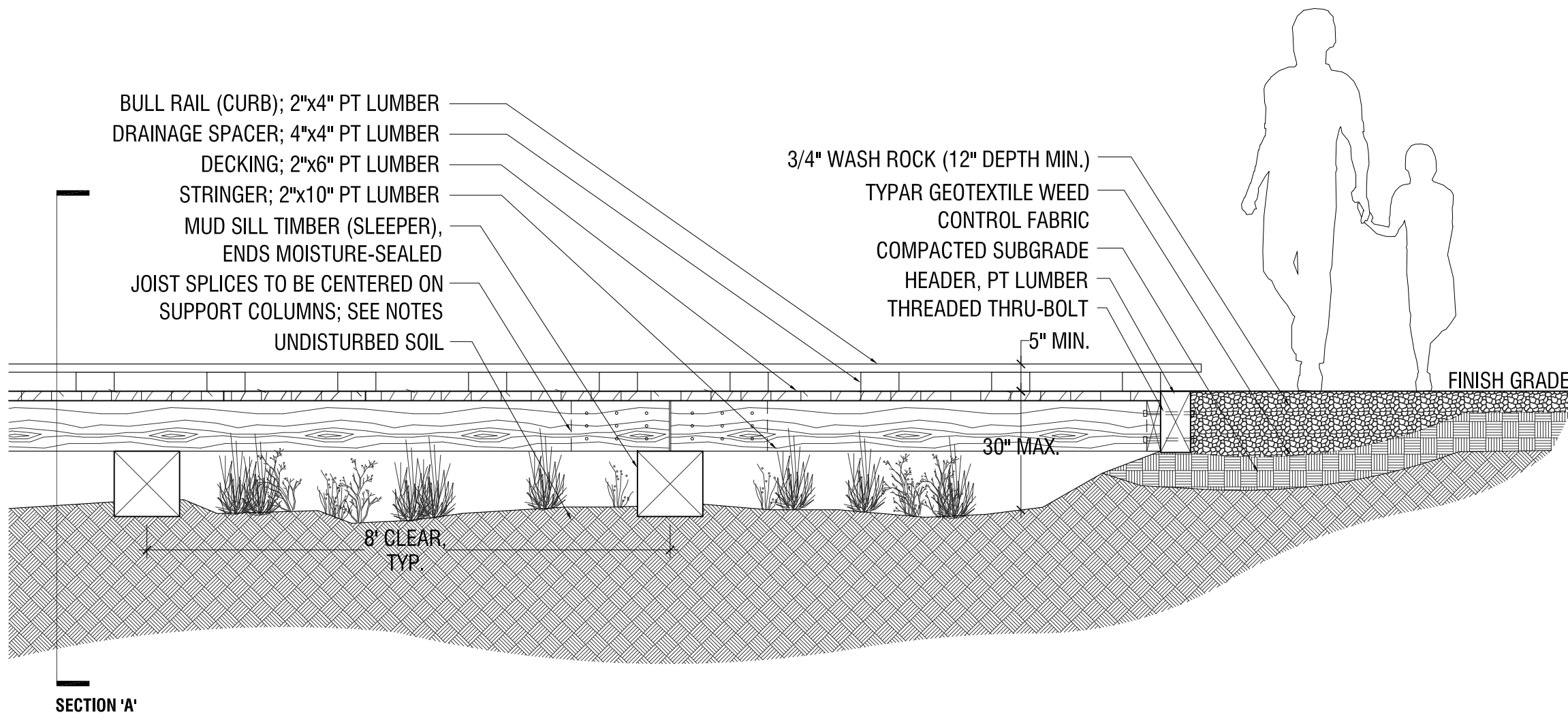
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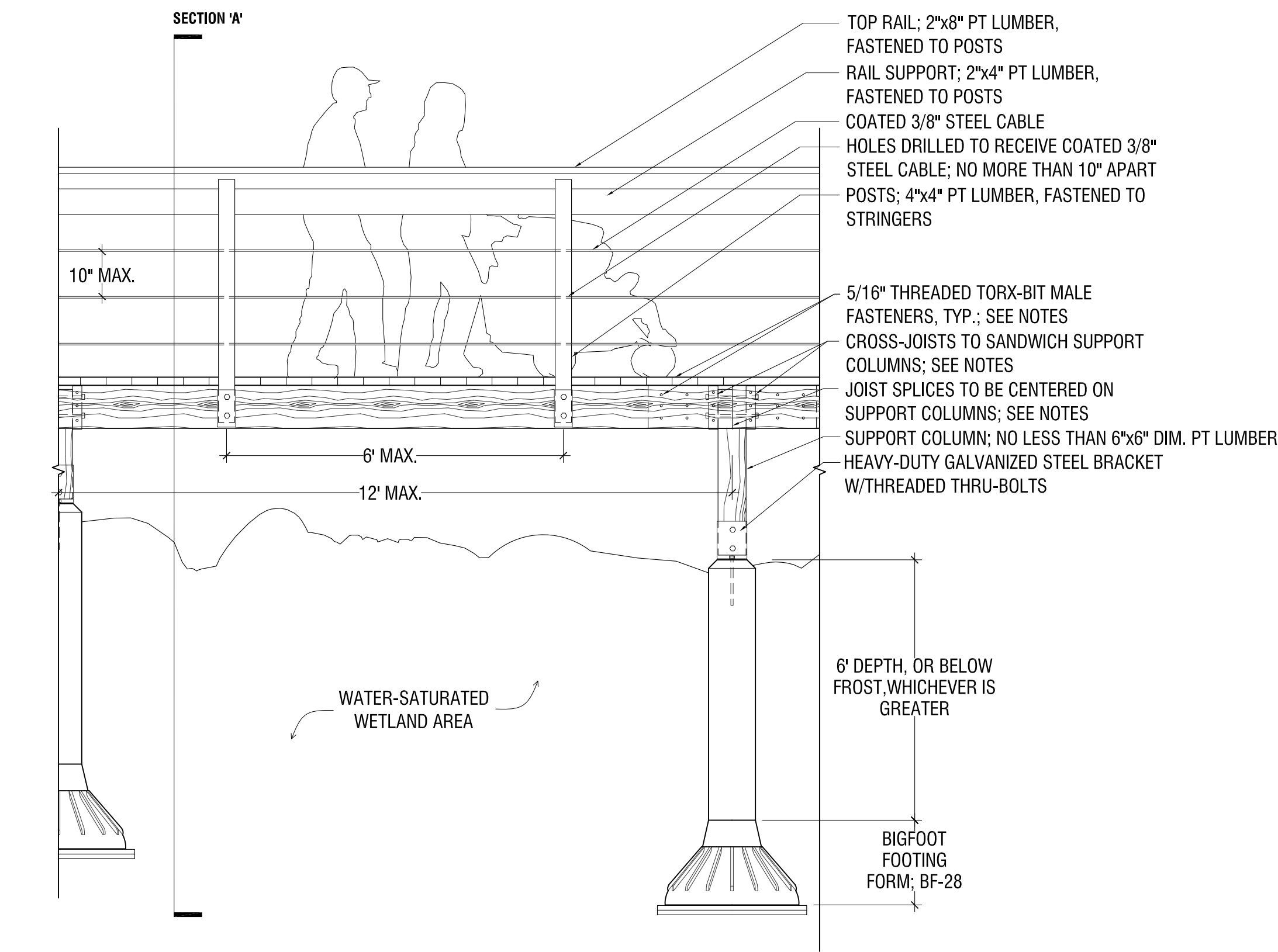
PLANTING PLAN

SHEET INFORMATION

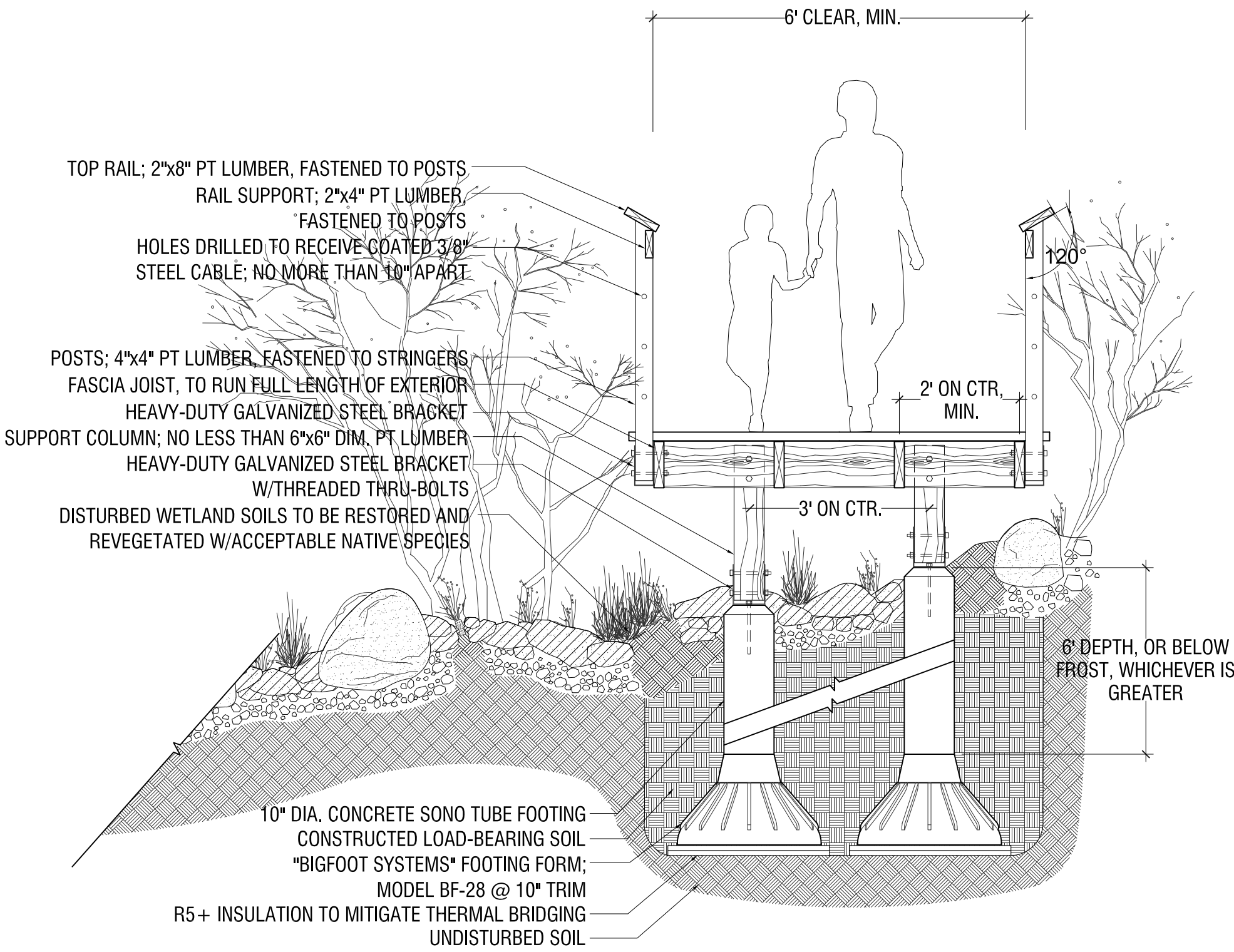
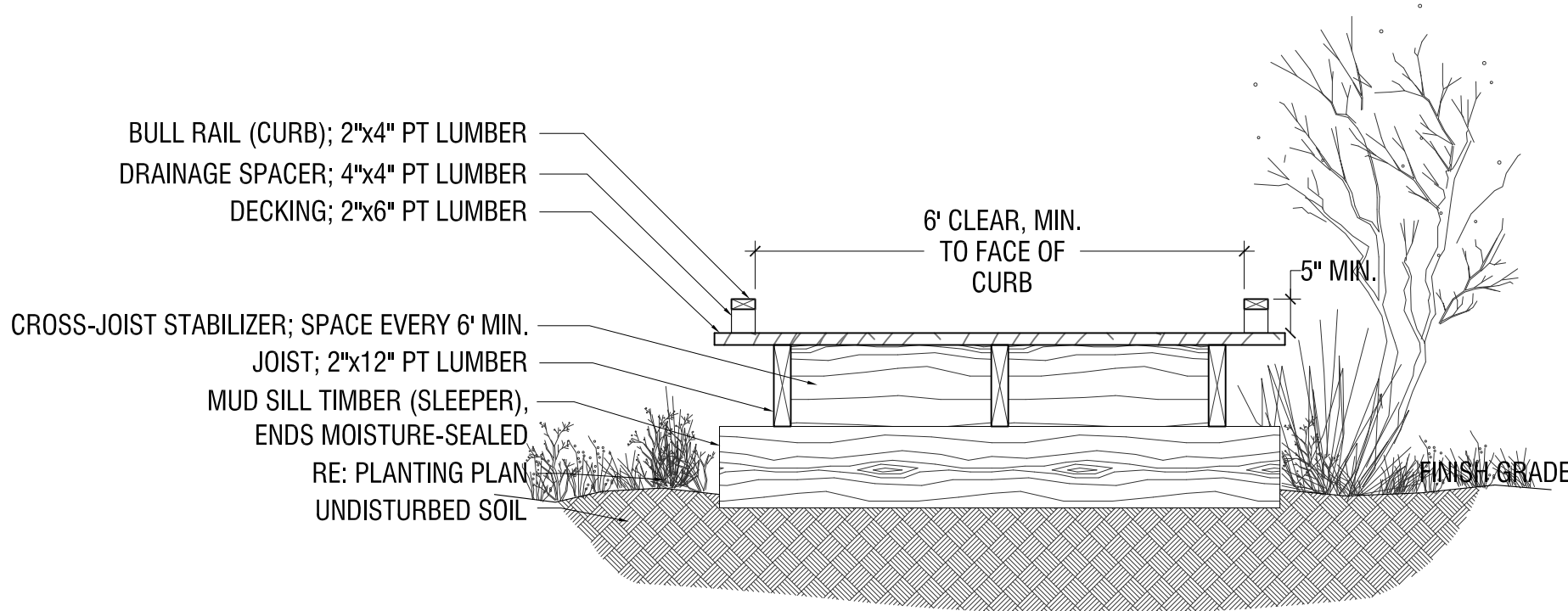
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GROUNDING CONDITION (30" -)



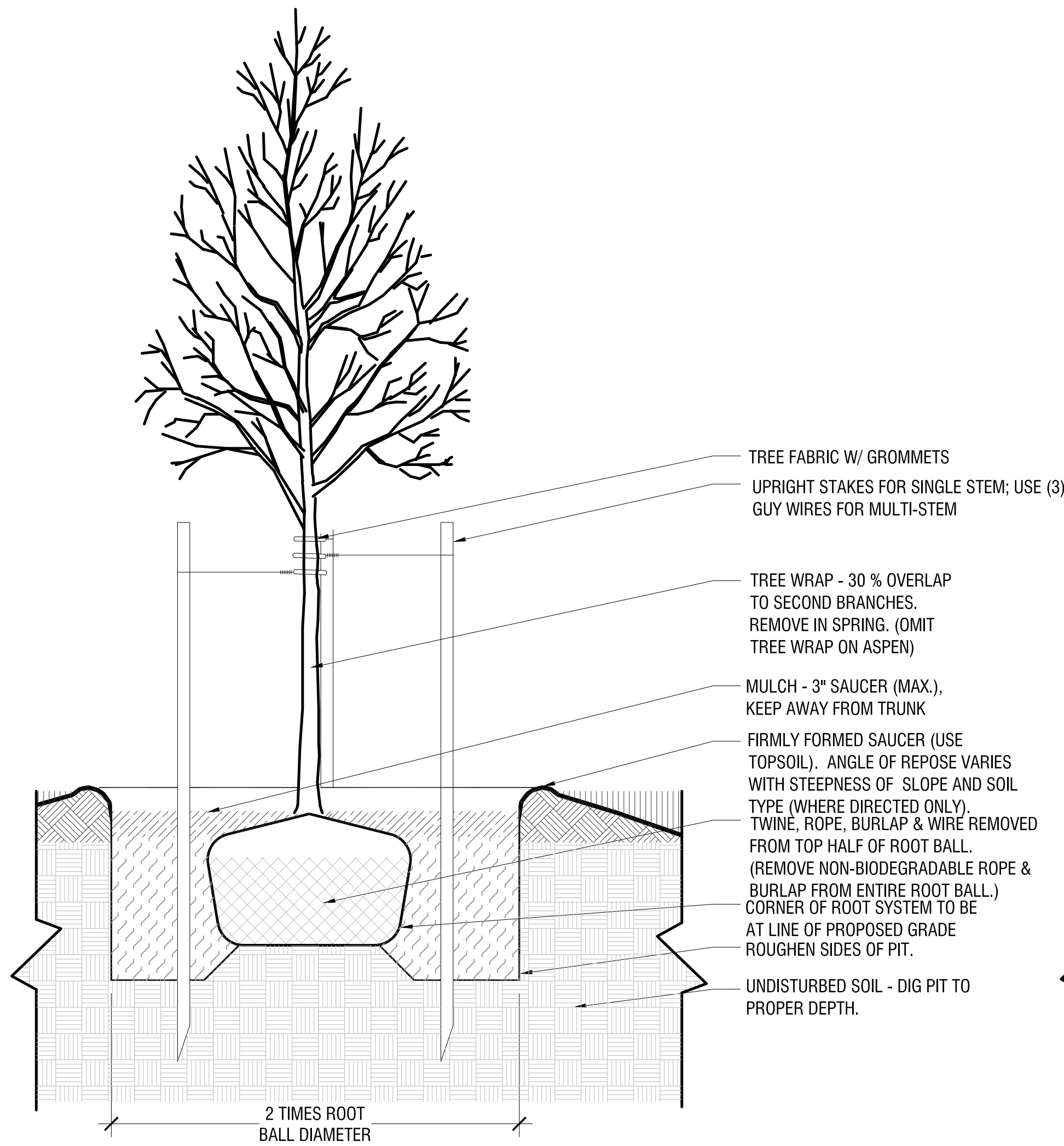
RAISED CONDITION (30" +)



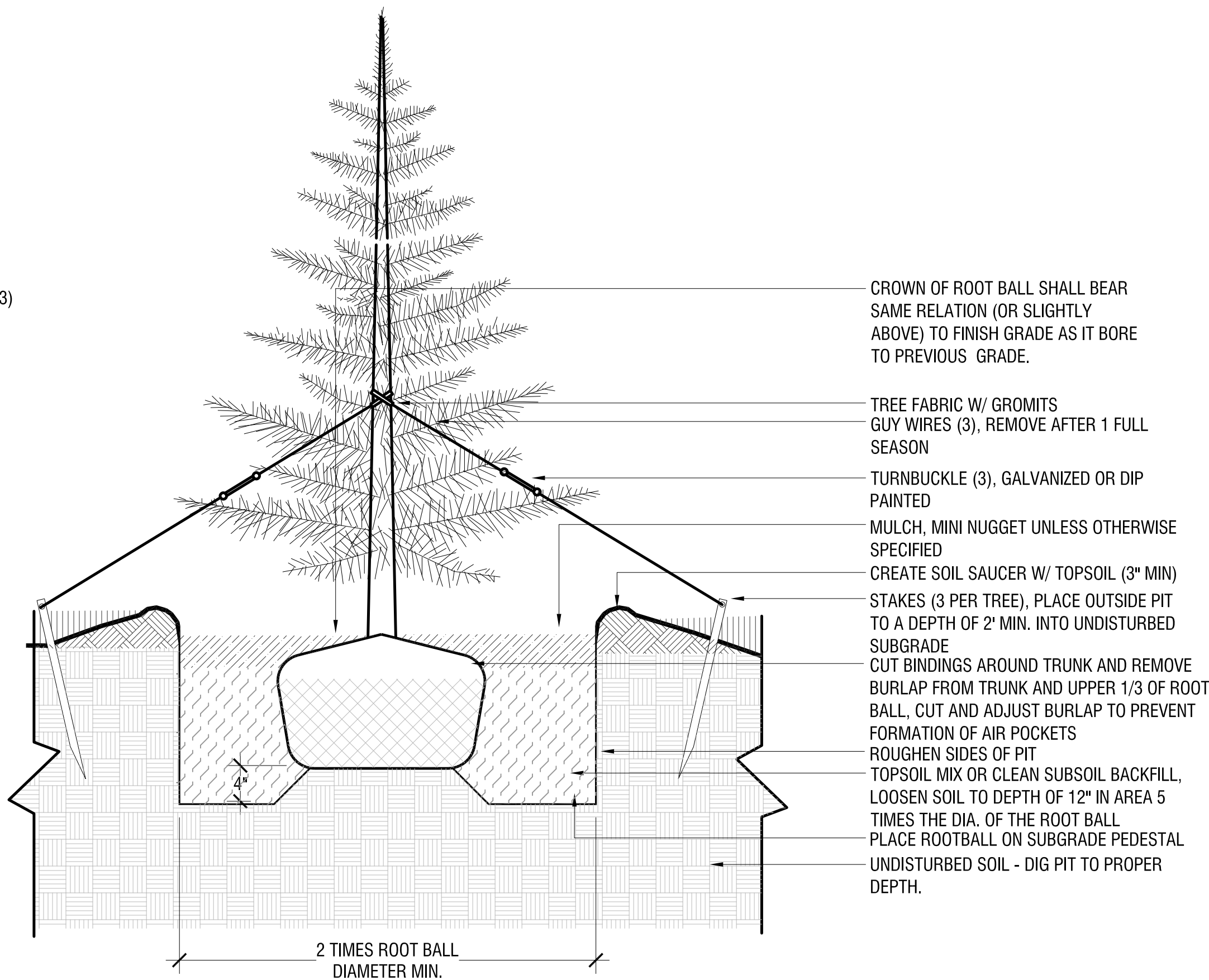
SITE KEYNOTES:					
1.0	PAVEMENTS, RAMPS, CURBS	DETAIL / SHEET	6.0	RAILINGS, BARRIERS, FENCING	DETAIL / SHEET
1.1	PLAY AREA SURFACING	1/L2-00	X.X	NOT USED AT THIS TIME	XXX-XX
1.2	BOARDWALK TYPE A+B	2/L2-00			
2.0	JOINTING		7.0	SITE LIGHTING	
X.X	NOT USED AT THIS TIME	XXX-XX	X.X	BY OTHERS	XXX-XX
3.0	STEPS		8.0	DRAINAGE	
X.X	NOT USED AT THIS TIME	XXX-XX	X.X	BY OTHERS	XXX-XX
4.0	SITE WALLS/ EMBANKMENTS		9.0	PLANTING AND LANDSCAPE	
X.X	NOT USED AT THIS TIME	XXX-XX	9.1	DECIDUOUS TREE PLANTING	1/L2-01
5.0	SITE FURNISHINGS		9.2	CONIFEROUS TREE PLANTING	2/L2-01
5.1	BENCH	5/L2-01	9.3	SHRUB PLANTING	3/L2-01
5.2	TRASH RECEPTACLE	6/L2-01	9.4	PERENNIAL PLANTING	4/L2-01
			10.0	MISCELLANEOUS ELEMENTS	
			10.1	PLAY AREA - OVERALL ENLARGEMENT	1/L2-02
			10.2	PLAY AREA - STEPPING STONES	1/L2-04
			10.3	PLAY AREA - BALANCE LOGS LINEAR	2/L2-04
			10.4	PLAY AREA - BALANCE LOGS UPRIGHT	3/L2-04
			10.5	PLAY AREA - CAIRN SCRAMBLE	4/L2-04
			10.6	PLAY AREA - FIRE RING	1/L2-05
			10.7	SIGN - TRAIL CROSSING	3/L2-02

- NOTES:
- IT IS TO BE ASSUMED THAT ANY DECKING WILL BE FASTENED TO SUPPORTING MEMBERS W/ WEATHERPROOF FASTENERS
 - ANY WOODEN MEMBERS IN DIRECT CONTACT W/WATER OR GROUND (IE. SLEEPERS, HEADERS, ETC) MUST BE PRESSURE TREATED
 - CROSS-JOISTS ARE TO FASTEN ON BOTH SIDES OF SUPPORT COLUMNS W/NUTTED THRU-BOLTS.
 - SPLICES OF FASCIA JOISTS ARE TO BE CENTERED ON SUPPORT COLUMNS AND BE BACKED BY AN OVERLAP OF 2' ON EITHER SIDE OF JOINT, FASTENED ACCORDINGLY

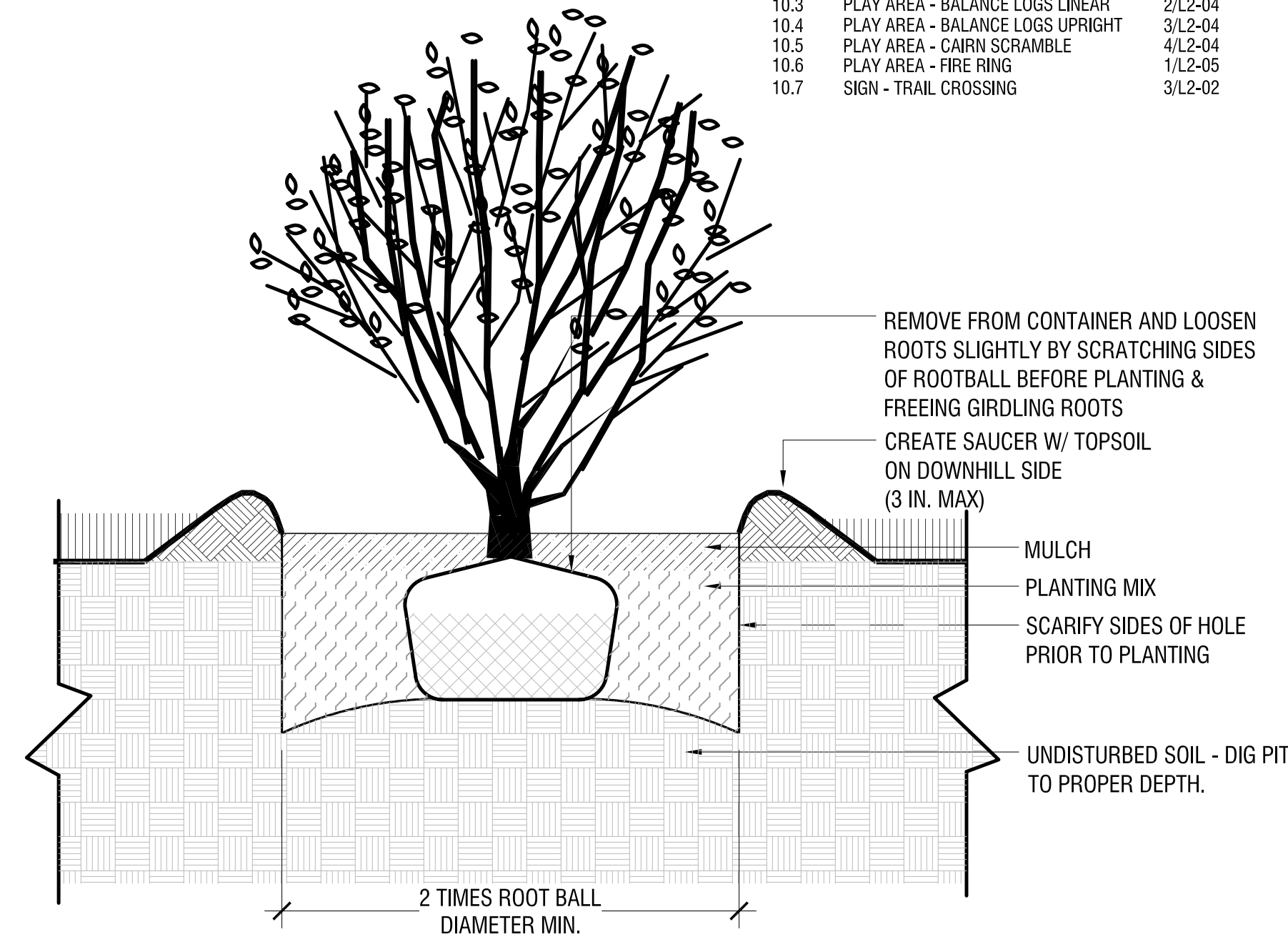
- NOTES:
- CROSS-JOISTS ARE TO FASTEN ON BOTH SIDES OF SUPPORT COLUMNS W/NUTTED THRU-BOLTS
 - SPLICES OF FASCIA JOISTS ARE TO BE CENTERED ON SUPPORT COLUMNS AND BE BACKED BY AN OVERLAP OF 18" EITHER SIDE OF JOINT, FASTENED ACCORDINGLY
 - DECKING FASTENERS SHALL HAVE A COUNTER-SINK HEAD AND BE FLUSH WITH FINISH SURFACE OF DECKING, TO MITIGATE SPLINTERING AND TRIPPING
 - ALL THREADED FASTENERS ARE TO HAVE A WEATHERPROOF FINISH



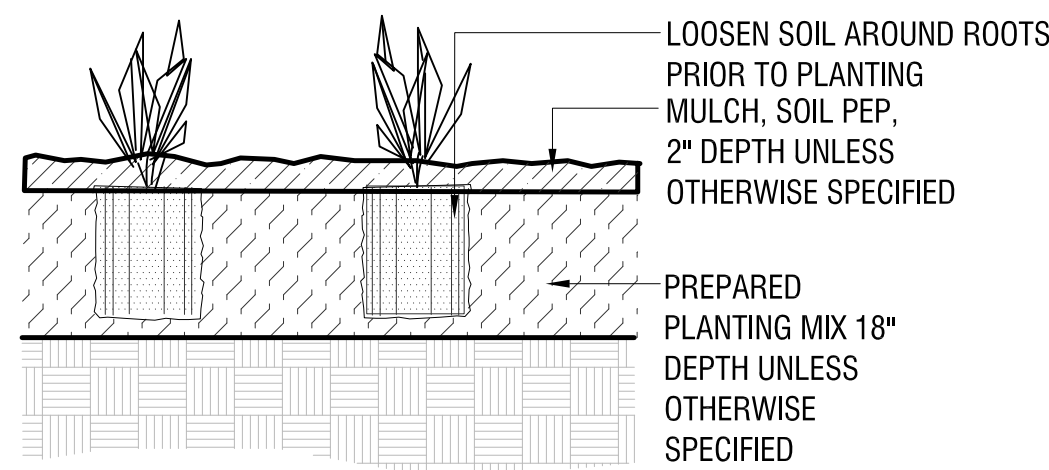
1 DECIDUOUS TREE PLANTING
1"=1'-0"



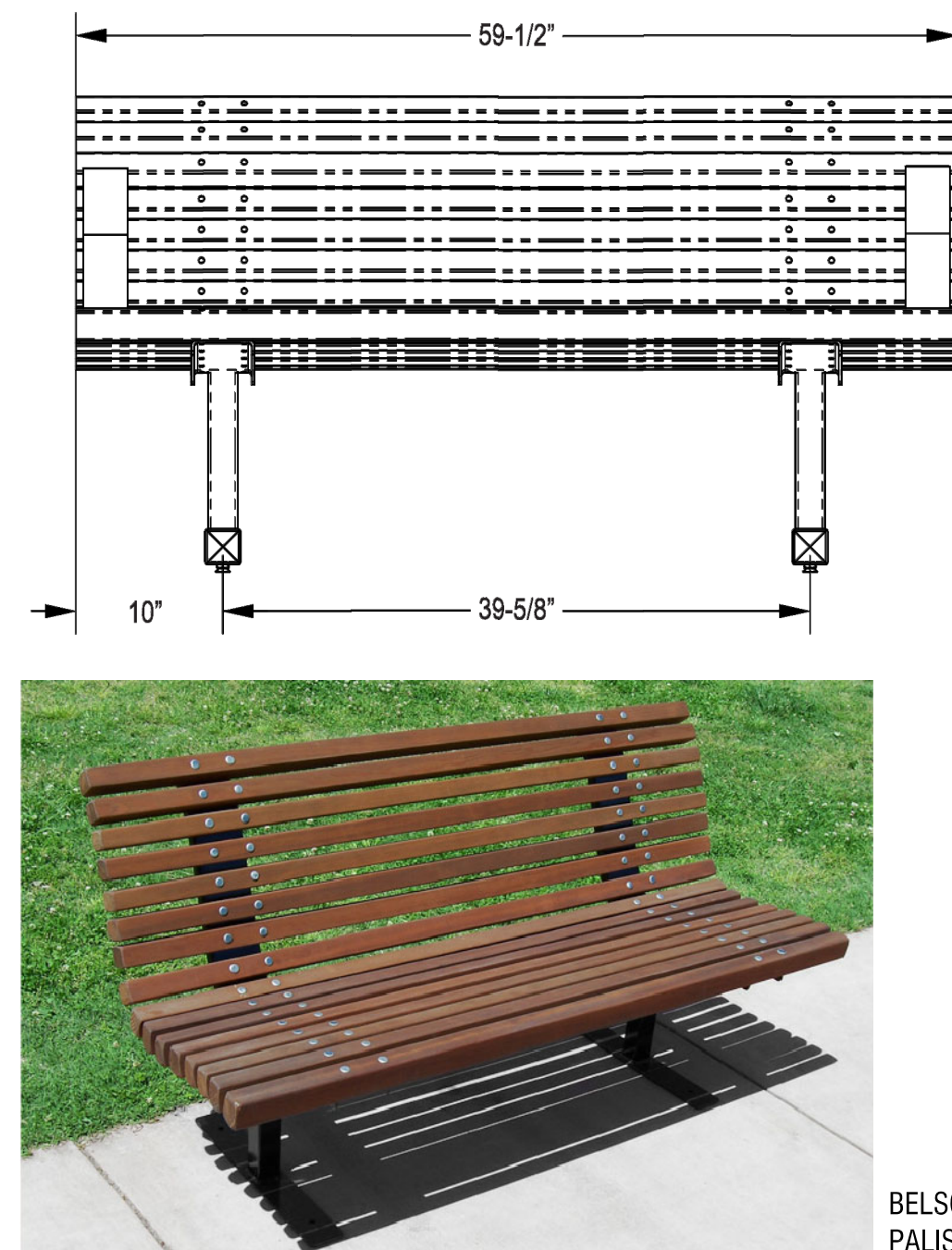
2 CONIFEROUS TREE PLANTING
1"=1'-0"



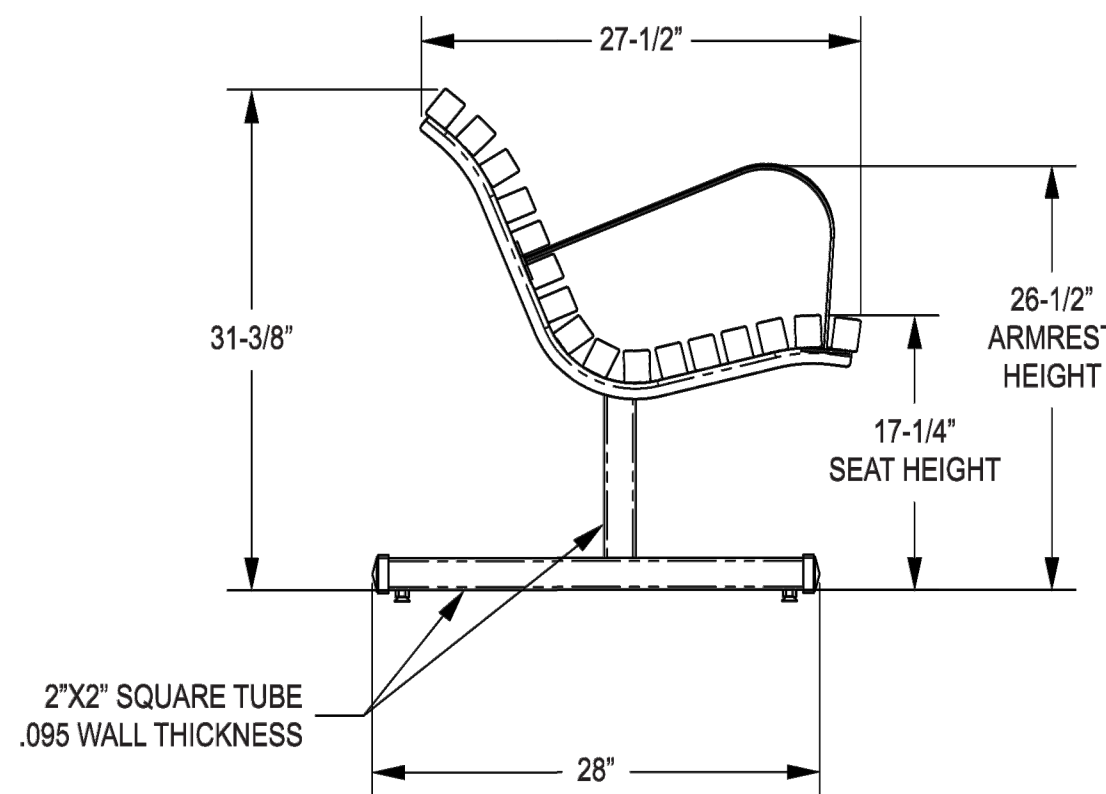
3 SHRUB PLANTING
1"=1'-0"



4 PERENNIAL PLANTING
1"=1'-0"



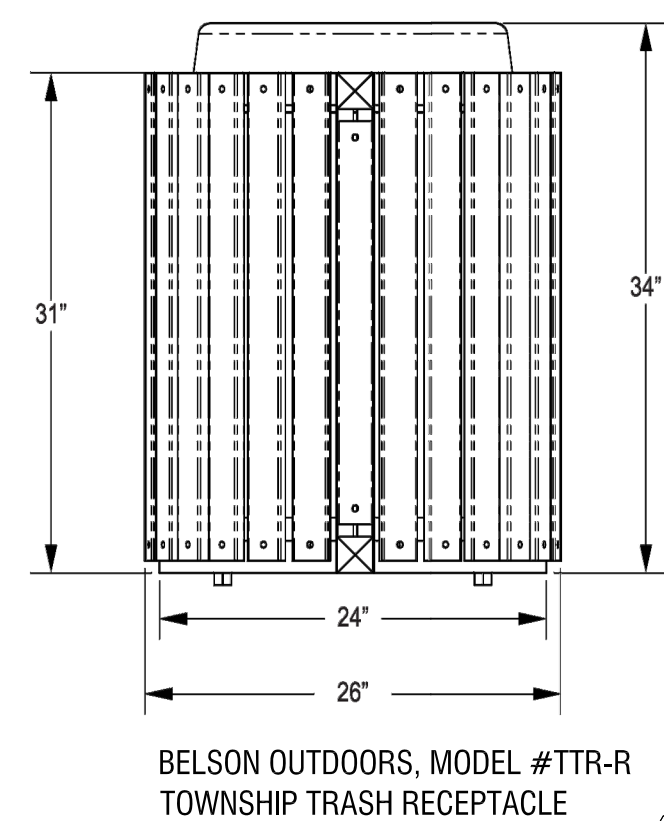
5 BENCH
N.T.S.



BELSON OUTDOORS, MODEL #PBSC-5-RD
PALISADE WOOD BENCH



6 TRASH RECEPTACLE
N.T.S.



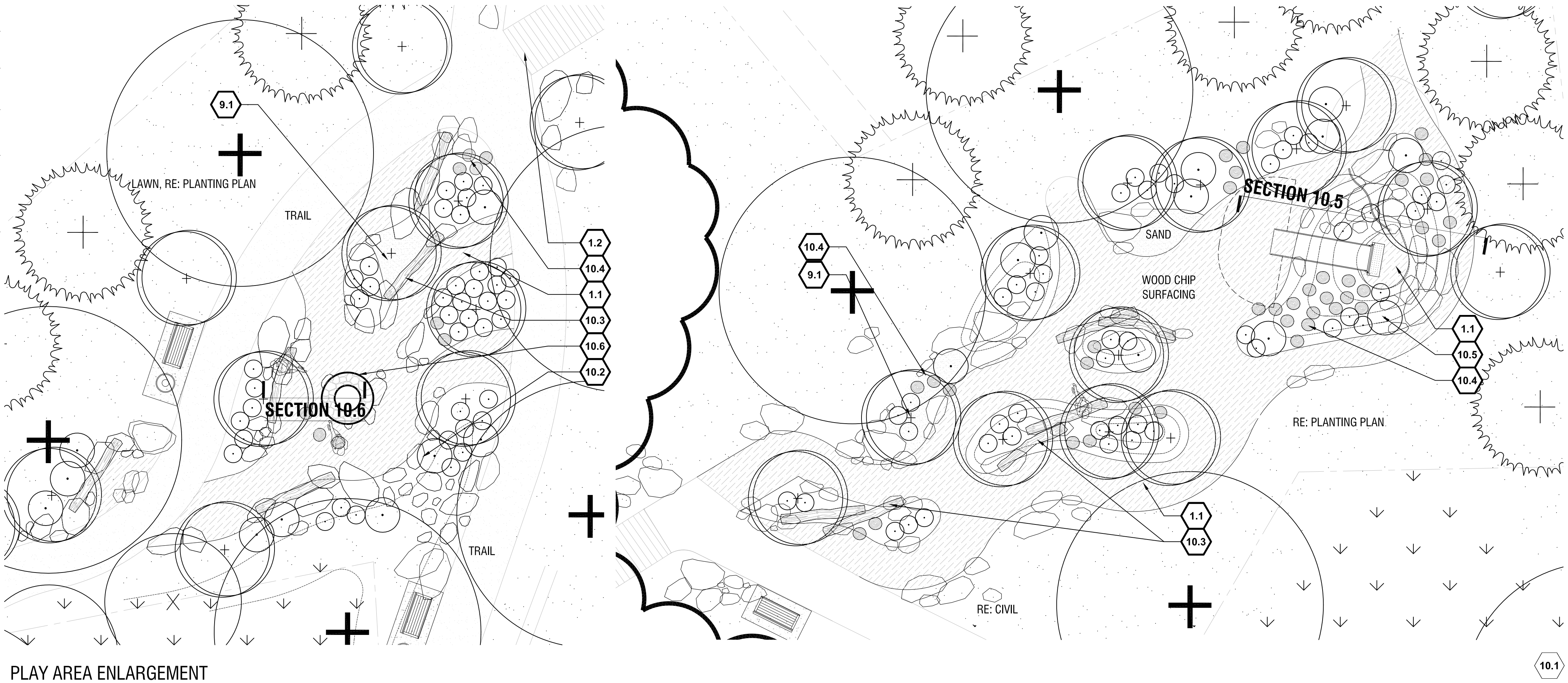
BELSON OUTDOORS, MODEL #TTR-R
TOWNSHIP TRASH RECEPTACLE

SITE KEYNOTES:

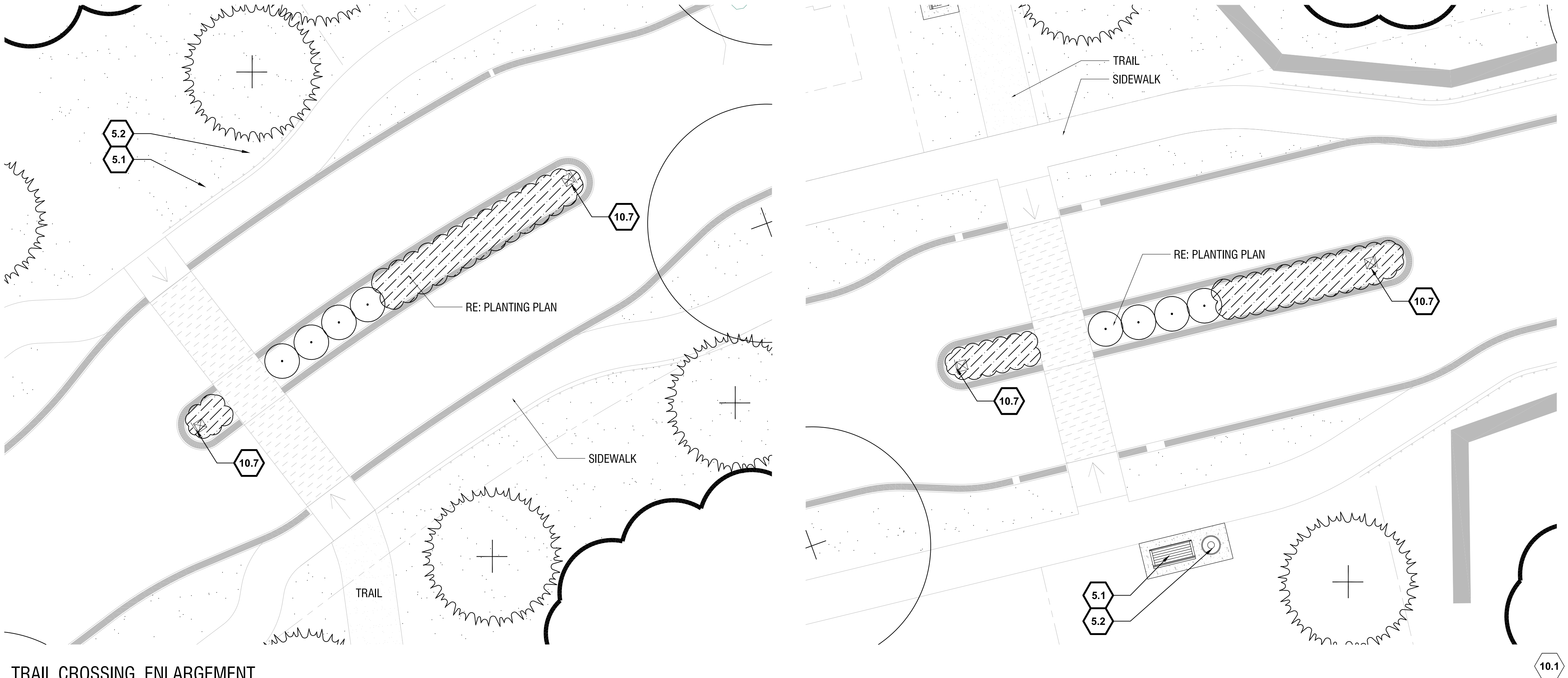
	PAVEMENTS, RAMPS, CURBS	DETAIL / SHEET
1.1	PLAY AREA SURFACING	1/L2-00
1.2	BOARDWALK TYPE A+B	2/L2-00
2.0	JOINTING	
X.X	NOT USED AT THIS TIME	X/XX-XX
3.0	STEPS	
X.X	NOT USED AT THIS TIME	X/XX-XX
4.0	SITE WALLS/ EMBANKMENTS	
X.X	NOT USED AT THIS TIME	X/XX-XX
5.0	SITE FURNISHINGS	
5.1	BENCH	5/L2-01
5.2	TRASH RECEPTACLE	6/L2-01

	RAILINGS, BARRIERS, FENCING	DETAIL / SHEET
X.X	NOT USED AT THIS TIME	X/XX-XX
7.0	SITE LIGHTING	
X.X	BY OTHERS	X/XX-XX
8.0	DRAINAGE	
X.X	BY OTHERS	X/XX-XX
9.0	PLANTING AND LANDSCAPE	
9.1	DECIDUOUS TREE PLANTING	1/L2-01
9.2	CONIFEROUS TREE PLANTING	2/L2-01
9.3	SHRUB PLANTING	3/L2-01
9.4	PERENNIAL PLANTING	4/L2-01
10.0	MISCELLANEOUS ELEMENTS	
10.1	PLAY AREA - OVERALL ENLARGEMENT	1/L2-02
10.2	PLAY AREA - STEPPING STONES	1/L2-04
10.3	PLAY AREA - BALANCE LOGS LINEAR	2/L2-04
10.4	PLAY AREA - BALANCE LOGS UPRIGHT	3/L2-04
10.5	PLAY AREA - CAIRN SCRAMBLE	4/L2-04
10.6	PLAY AREA - FIRE RING	1/L2-05
10.7	SIGN - TRAIL CROSSING	3/L2-02

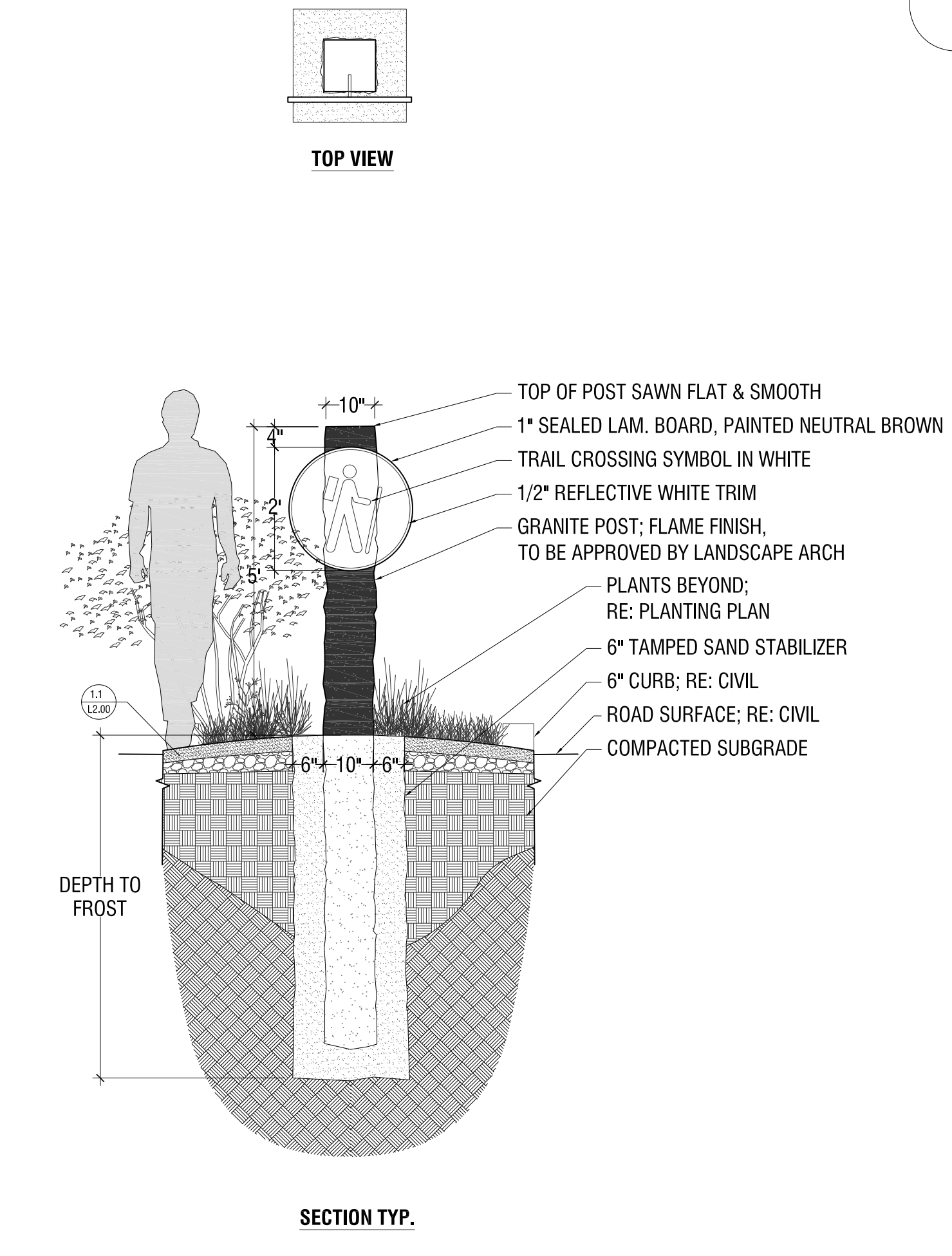
SITE KEYNOTES:		
1.0	PAVEMENTS, RAMPS, CURBS	DETAIL / SHEET
1.1	PLAY AREA SURFACING	1/L2-00
1.2	BOARDWALK TYPE A+B	2/L2-00
2.0	JOINTING	
X.X	NOT USED AT THIS TIME	X/XX-XX
3.0	STEPS	
X.X	NOT USED AT THIS TIME	X/XX-XX
4.0	SITE WALLS/ EMBANKMENTS	
X.X	NOT USED AT THIS TIME	X/XX-XX
5.0	SITE FURNISHINGS	
5.1	BENCH	5/L2-01
5.2	TRASH RECEPTACLE	6/L2-01
6.0	RAILINGS, BARRIERS, FENCING	DETAIL / SHEET
X.X	NOT USED AT THIS TIME	X/XX-XX
7.0	SITE LIGHTING	
X.X	BY OTHERS	X/XX-XX
8.0	DRAINAGE	
X.X	BY OTHERS	X/XX-XX
9.0	PLANTING AND LANDSCAPE	
9.1	DECIDUOUS TREE PLANTING	1/L2-01
9.2	CONIFEROUS TREE PLANTING	2/L2-01
9.3	SHRUB PLANTING	3/L2-01
9.4	PERENNIAL PLANTING	4/L2-01
10.0	MISCELLANEOUS ELEMENTS	
10.1	PLAY AREA - OVERALL ENLARGEMENT	1/L2-02
10.2	PLAY AREA - STEPPING STONES	1/L2-04
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10.4	PLAY AREA - BALANCE LOGS UPRIGHT	3/L2-04
10.5	PLAY AREA - CAIRN SCRAMBLE	4/L2-04
10.6	PLAY AREA - FIRE RING	1/L2-05
10.7	SIGN - TRAIL CROSSING	3/L2-02



1 PLAY AREA ENLARGEMENT
1/8"=1'-0"



2 TRAIL CROSSING ENLARGEMENT
1/8"=1'-0"



3 SIGN - TRAIL CROSSING
1/2"=1'-0"



PROJECT TITLE

SCARBOROUGH DOWNS
PLANNED DEVELOPMENT LOT 4
AND SCARBOROUGH DOWNS ROAD
SCARBOROUGH, MAINE

PREPARED FOR

M&R Holdings LLC
PO Box 485, Scarborough, ME
04070

REVISIONS

REVISIONS	DATE

ISSUE DATE

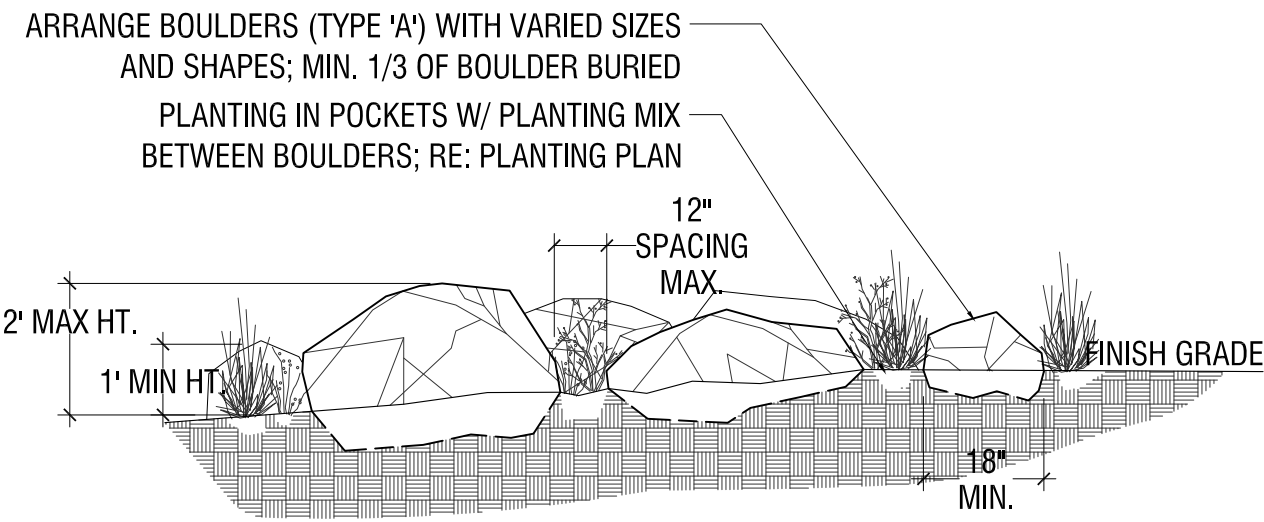
LOT 4 SINGLE FAMILY AND
SCARBOROUGH DOWNS ROAD
SITE AND SUBDIVISION REVIEW
OCTOBER 05, 2018

SHEET TITLE

DETAILS

SHEET INFORMATION

L 2-02

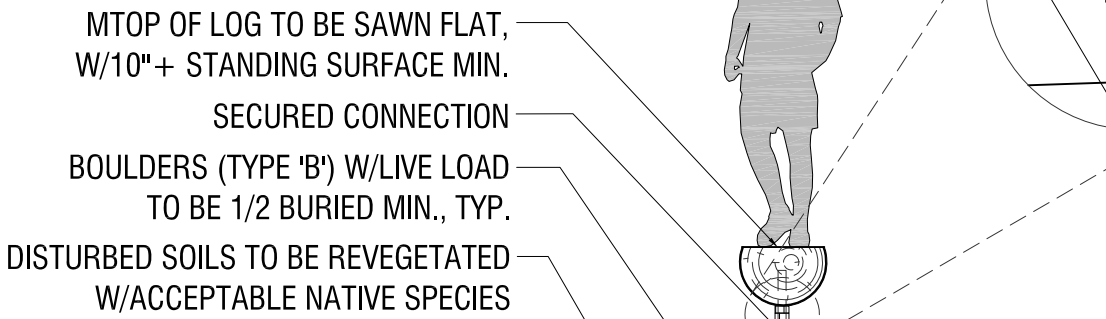
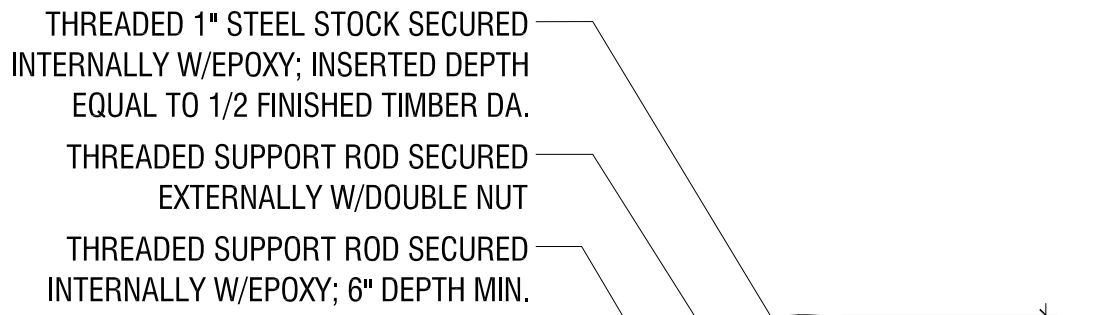
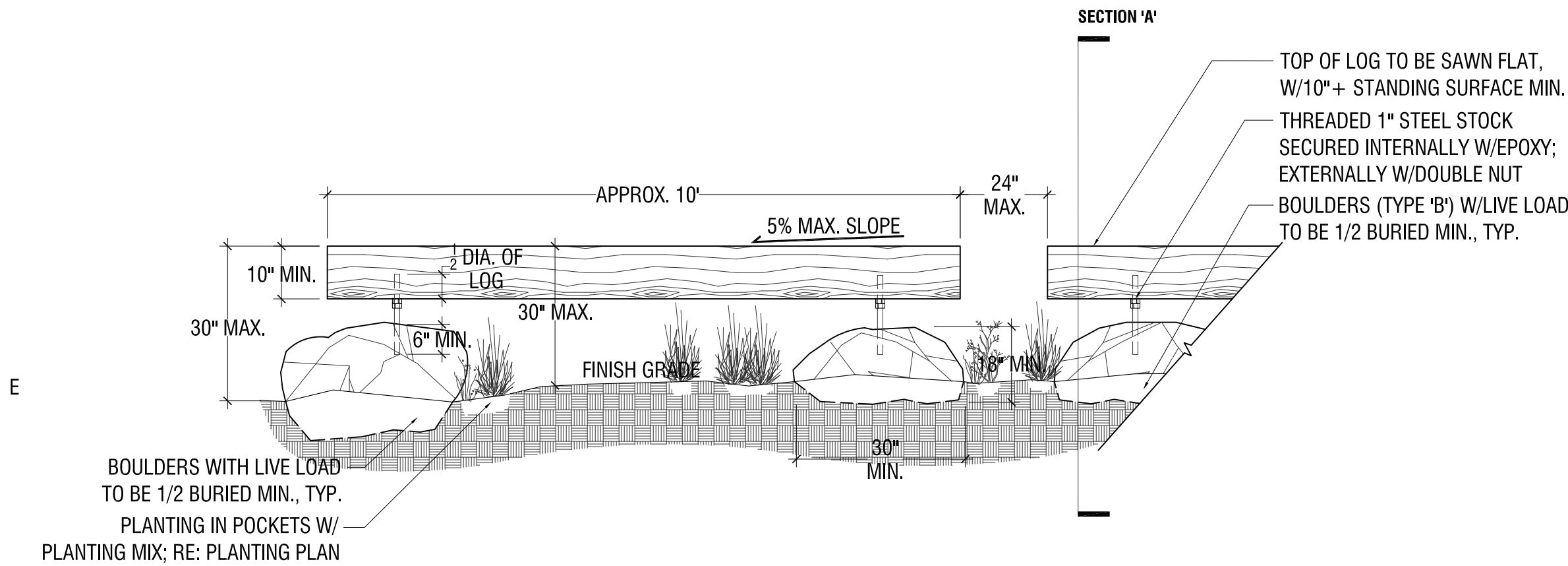


NOTES:

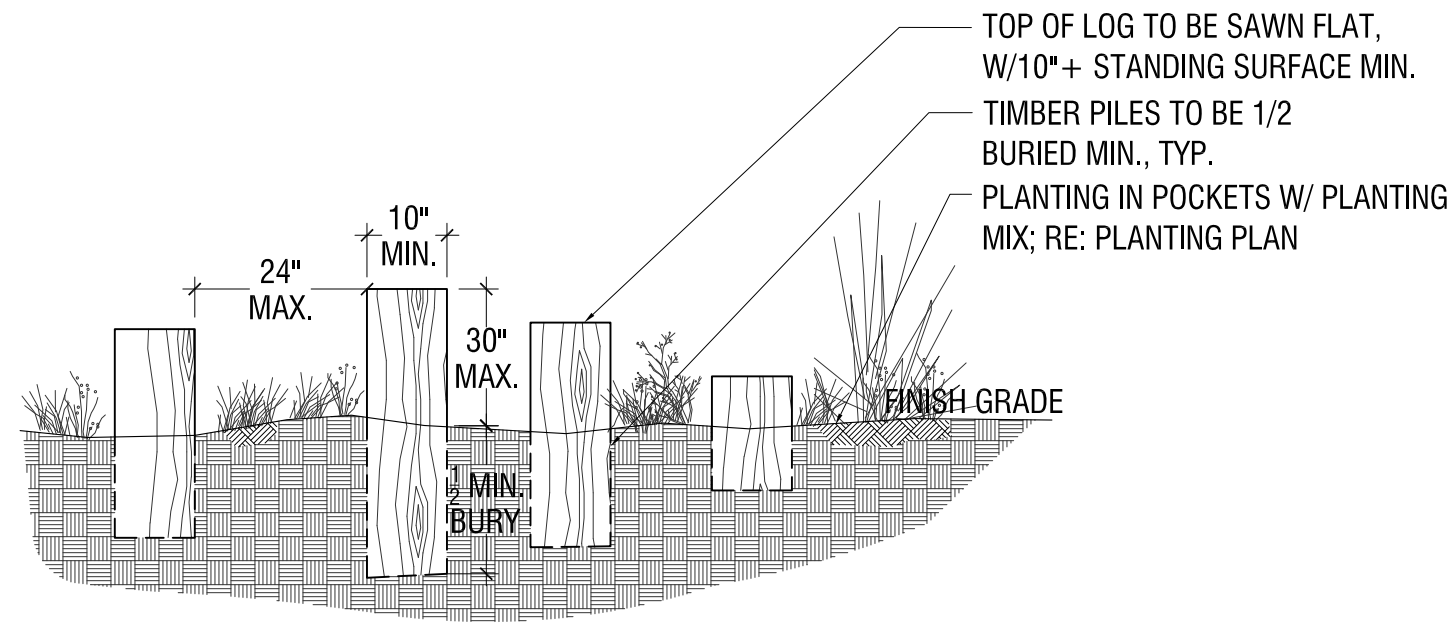
1. BOULDERS ARE TO BE PLACED AND BACKFILLED SO THERE IS NO TIPPING/SHIFTING, TYP.
2. MIN. BOULDER DIMENSIONS (TYPE 'A') 18"W x30"Lx18"D; APPROX. 1/2 TON WEIGHT; 25% OF STONES SHALL MEET OR EXCEED MINIMUM SIZE
3. BOULDER MATERIAL SHALL BE SOURCED LOCAL STONE AND NATURALLY CLEFT. SEE MATERIALS PLAN FOR QUANTITY AND LAYOUT
4. ANY SHARP, CHIPPED EDGES SHALL BE HAMMERED SMOOTH TO BLEND W/ NATURAL FACE
5. BOULDERS SHALL BE SELECTED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO DELIVERY

1 PLAY AREA - STEPPING STONES
1/2"=1'-0"

10.2

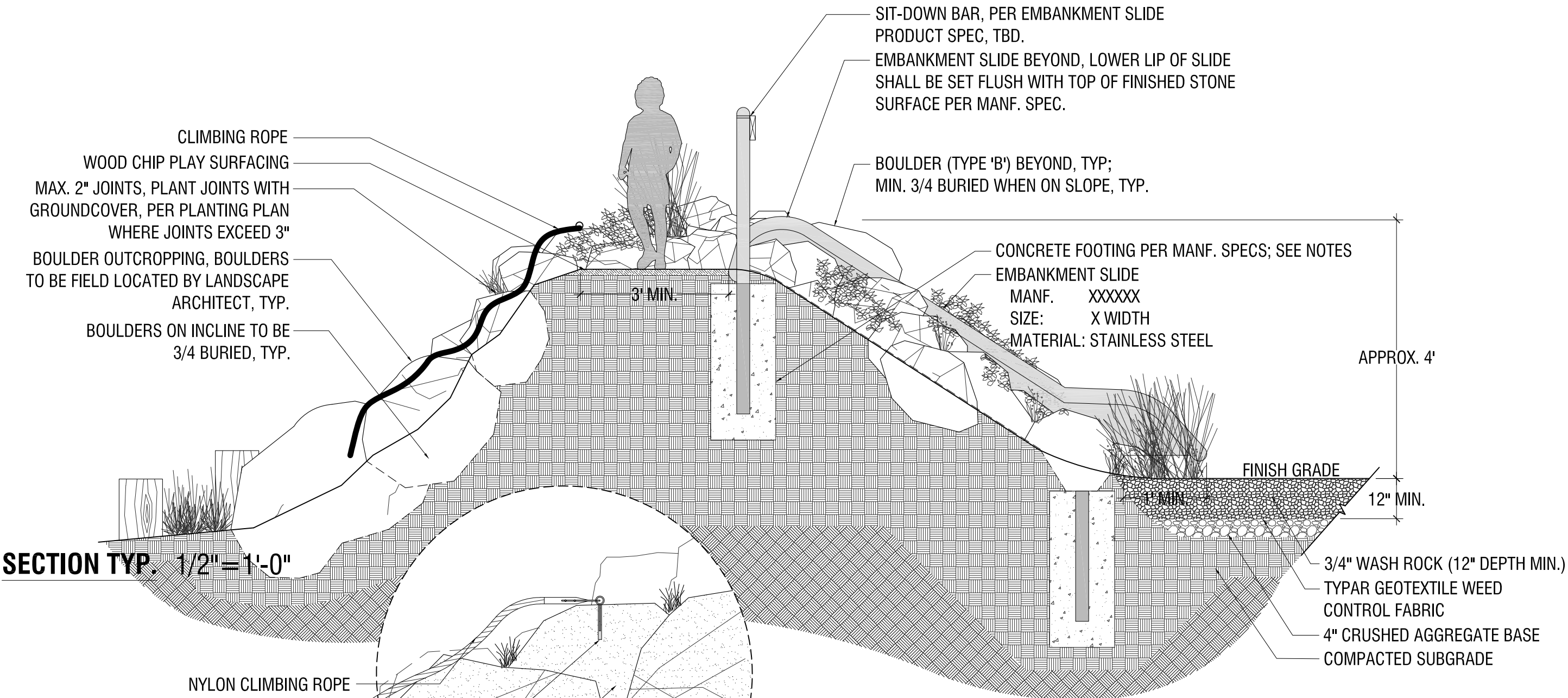


SECTION 'A'



2 PLAY AREA - BALANCE LOGS LINEAR
1/2"=1'-0"

10.3



SECTION TYP. 1/2"=1'-0"

- CLIMBING ROPE
- WOOD CHIP PLAY SURFACING
- MAX. 2" JOINTS, PLANT JOINTS WITH GROUND COVER, PER PLANTING PLAN WHERE JOINTS EXCEED 3"
- BOULDER OUTCROPPING, BOULDERS TO BE FIELD LOCATED BY LANDSCAPE ARCHITECT, TYP.
- BOULDERS ON INCLINE TO BE 3/4 BURIED, TYP.

- SIT-DOWN BAR, PER EMBANKMENT SLIDE PRODUCT SPEC. TBD.
- EMBANKMENT SLIDE BEYOND, LOWER LIP OF SLIDE SHALL BE SET FLUSH WITH TOP OF FINISHED STONE SURFACE PER MANF. SPEC.
- BOULDER (TYPE 'B') BEYOND, TYP; MIN. 3/4 BURIED WHEN ON SLOPE, TYP.

- CONCRETE FOOTING PER MANF. SPECS; SEE NOTES
- EMBANKMENT SLIDE
- MANF.: XXXXXX
- SIZE: X WIDTH
- MATERIAL: STAINLESS STEEL

- 3/4" WASH ROCK (12" DEPTH MIN.)
- TYPAR GEOTEXTILE WEED CONTROL FABRIC
- 4" CRUSHED AGGREGATE BASE
- COMPACTED SUBGRADE

NOTES:

1. STONES SHALL BE PLACED AND BACKFILLED SO THERE IS NO TIPPING / SHIFTING, TYPICAL
2. MIN. BOULDER DIMENSIONS (TYPE 'B') 24"W x42"Lx24"D
3. BOULDER MATERIAL SHALL BE SOURCED LOCAL STONE AND NATURALLY CLEFT, SEE MATERIALS PLAN FOR QUANTITY AND LAYOUT
4. ANY SHARP, CHIPPED EDGES SHALL BE HAMMERED SMOOTH TO BLEND W/ NATURAL FACE
5. CONCRETE FOOTINGS SHALL BE AT A DEPTH MEETING REQUIREMENTS FOR FROST ZONE 15, FROM BOTH VERTICAL AND HORIZONTAL MEASUREMENTS TO FINISH GRADE (HORIZ. FOR SLOPED CONDITIONS)

ROPE ATTACHMENT NTS

- NYLON CLIMBING ROPE
- MANF.: XXXXXX
- SIZE: 1.5" DIA.
- COLOR: BLACK

- STEEL ANCHOR W/ EYELET, EPOXY IN PLACE, ATTACH ROPE WITH KARABINER (RATED FOR CLIMBING)

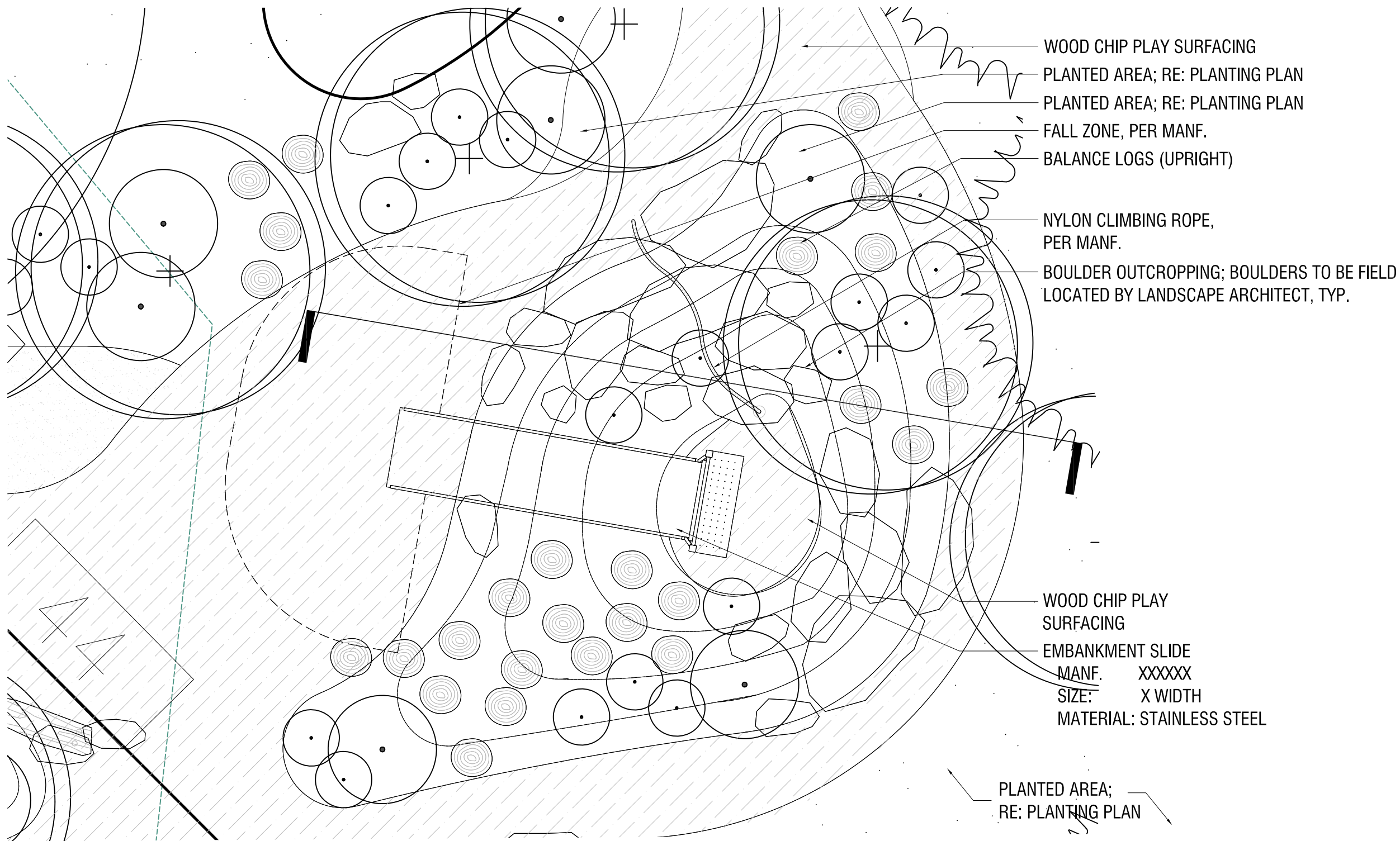
- BOULDER, TYPE 'B', TYP. DIM. 24"W.x36"Lx18"D. MIN., MIN. 3/4 BURIED AND SECURED

4 PLAY AREA - CAIRN SCRAMBLE
SCALE VARIES

10.5

3 PLAY AREA - BALANCE LOGS UPRIGHT
1/2"=1'-0"

10.4



PLAN ENLARGEMENT 1/4"=1'-0"

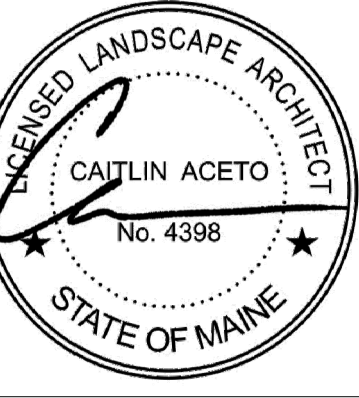
- WOOD CHIP PLAY SURFACING
- PLANTED AREA; RE: PLANTING PLAN
- PLANTED AREA; RE: PLANTING PLAN
- FALL ZONE, PER MANF.
- BALANCE LOGS (UPRIGHT)

- NYLON CLIMBING ROPE, PER MANF.
- BOULDER OUTCROPPING; BOULDERS TO BE FIELD LOCATED BY LANDSCAPE ARCHITECT, TYP.

- WOOD CHIP PLAY SURFACING
- EMBANKMENT SLIDE
- MANF.: XXXXXX
- SIZE: X WIDTH
- MATERIAL: STAINLESS STEEL

- PLANTED AREA; RE: PLANTING PLAN

SEAL



PROJECT TITLE

SCARBOROUGH DOWNS
PLANNED DEVELOPMENT LOT 4
AND SCARBOROUGH DOWNS ROAD
SCARBOROUGH, MAINE

PREPARED FOR

M&R Holdings LLC
PO Box 485, Scarborough, ME
04070

REVISIONS

DATE

ISSUE DATE

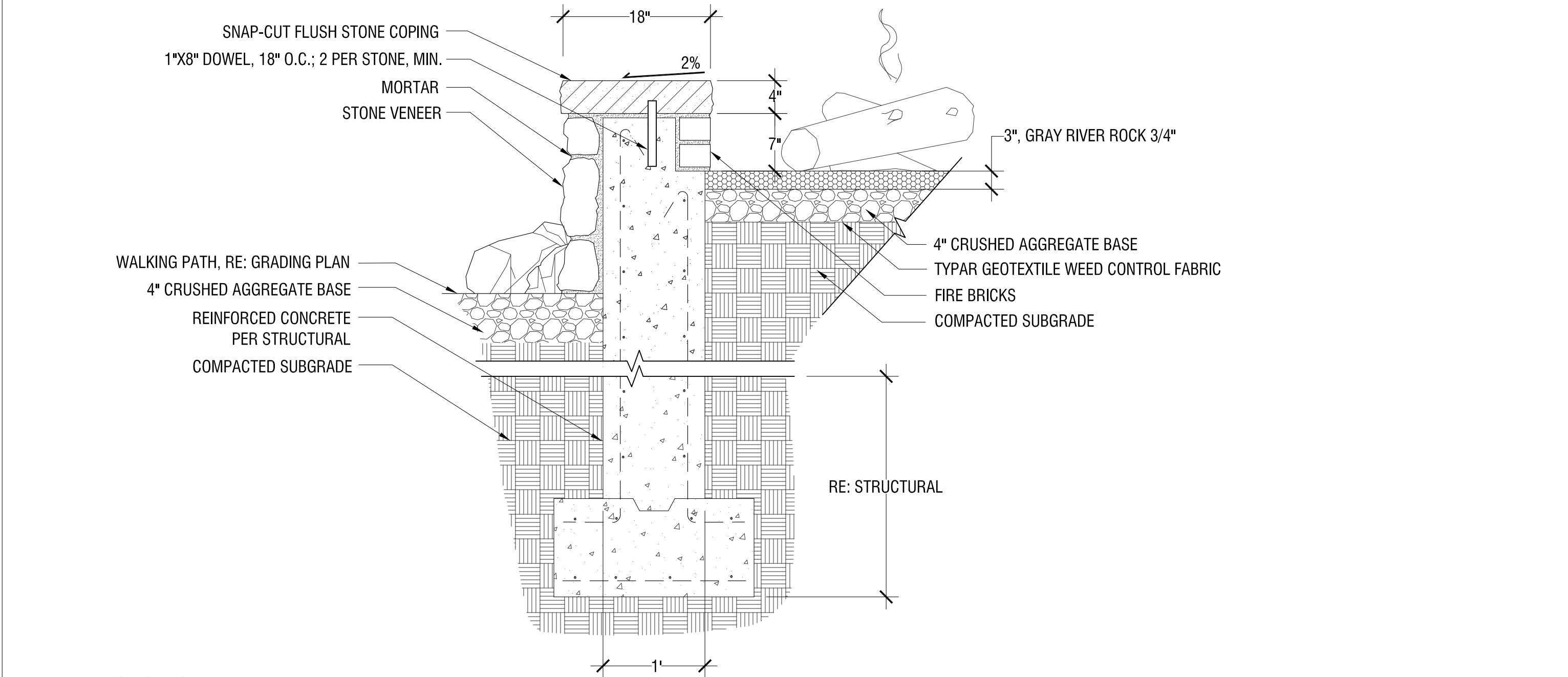
LOT 4 SINGLE FAMILY AND
SCARBOROUGH DOWNS ROAD
SITE AND SUBDIVISION REVIEW
OCTOBER 05, 2018

SHEET TITLE

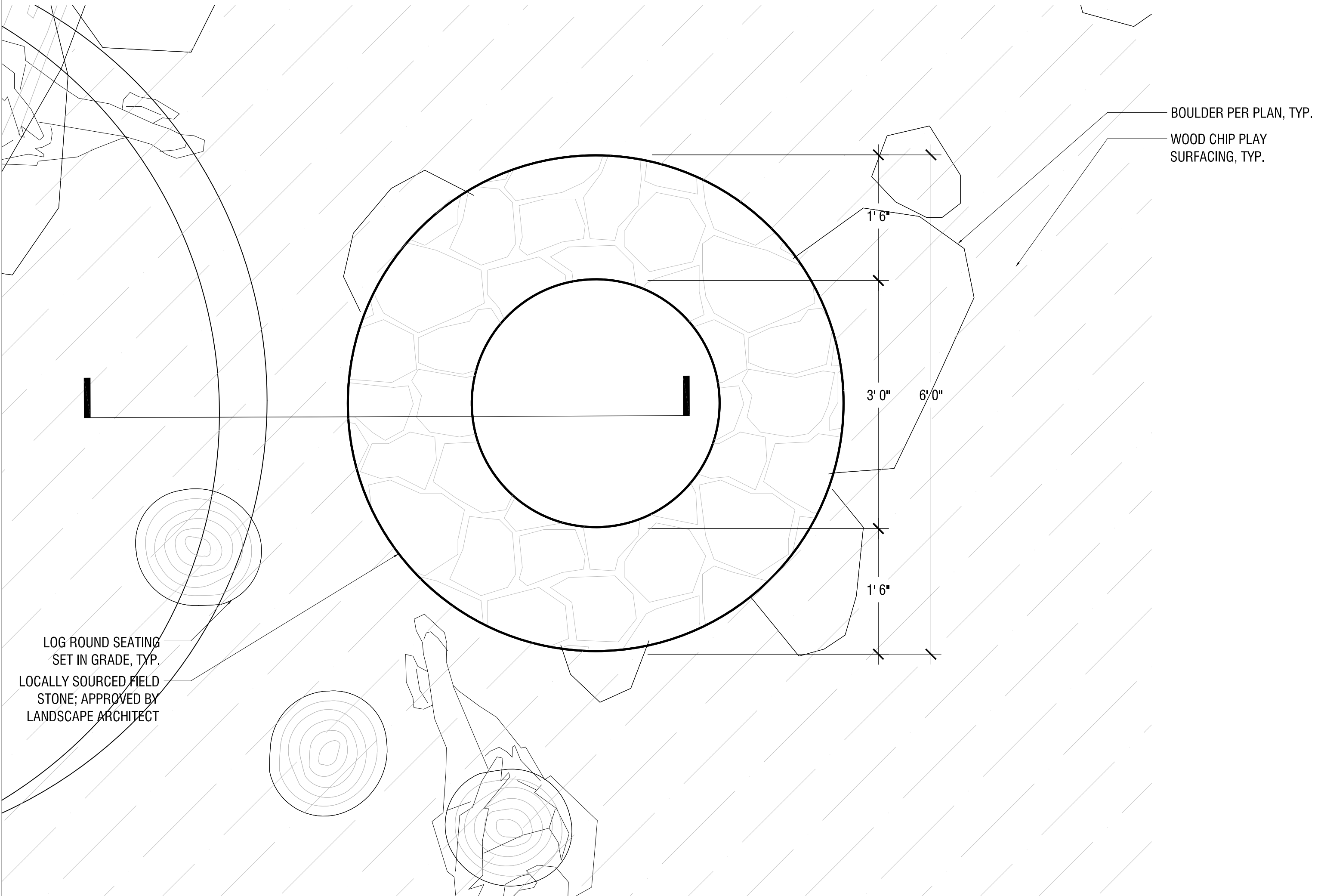
DETAILS

SHEET INFORMATION

L 2-04



SECTION TYP.



PLAN ENLARGEMENT

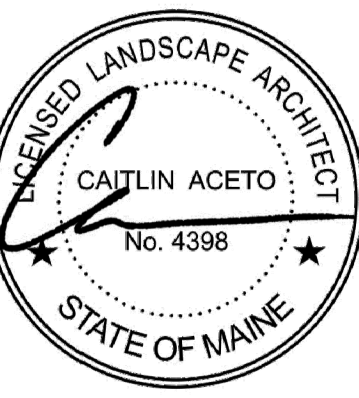
1 PLAY AREA - FIRE RING
1"=1'-0"

10.6

SITE KEYNOTES:

1.0	PAVEMENTS, RAMPS, CURBS	DETAIL / SHEET	6.0	RAILINGS, BARRIERS, FENCING	DETAIL / SHEET
1.1	PLAY AREA SURFACING	1/L2-00	X.X	NOT USED AT THIS TIME	X/XX-XX
1.2	BOARDWALK TYPE A+B	2/L2-00			
2.0	JOINTING		7.0	SITE LIGHTING	
X.X	NOT USED AT THIS TIME	X/XX-XX	X.X	BY OTHERS	X/XX-XX
3.0	STEPS		8.0	DRAINAGE	
X.X	NOT USED AT THIS TIME	X/XX-XX	X.X	BY OTHERS	X/XX-XX
4.0	SITE WALLS/ EMBANKMENTS		9.0	PLANTING AND LANDSCAPE	
X.X	NOT USED AT THIS TIME	X/XX-XX	9.1	DECIDUOUS TREE PLANTING	1/L2-01
			9.2	CONIFEROUS TREE PLANTING	2/L2-01
			9.3	SHRUB PLANTING	3/L2-01
			9.4	PERENNIAL PLANTING	4/L2-01
5.0	SITE FURNISHINGS		10.0	MISCELLANEOUS ELEMENTS	
5.1	BENCH	5/L2-01	10.1	PLAY AREA - OVERALL ENLARGEMENT	1/L2-02
5.2	TRASH RECEPTACLE	6/L2-01	10.2	PLAY AREA - STEPPING STONES	1/L2-04
			10.3	PLAY AREA - BALANCE LOGS LINEAR	2/L2-04
			10.4	PLAY AREA - BALANCE LOGS UPRIGHT	3/L2-04
			10.5	PLAY AREA - CAIRN SCRAMBLE	4/L2-04
			10.6	PLAY AREA - FIRE RING	1/L2-05
			10.7	SIGN - TRAIL CROSSING	3/L2-02

SEAL



PROJECT TITLE

SCARBOROUGH DOWNS
PLANNED DEVELOPMENT LOT 4
AND SCARBOROUGH DOWNS ROAD
SCARBOROUGH, MAINE

PREPARED FOR

M&R Holdings LLC
PO Box 485, Scarborough, ME
04070

REVISIONS

DATE

ISSUE DATE

LOT 4 SINGLE FAMILY AND
SCARBOROUGH DOWNS ROAD
SITE AND SUBDIVISION REVIEW
OCTOBER 05, 2018

SHEET TITLE

DETAILS

SHEET INFORMATION

L 2-05



175 Scarborough Downs Road, Suite 113
Scarborough, Maine 04070
207.289.6945

January 9, 2023

Ms. Autumn Speer

Town of Scarborough
P.O. Box 360
Scarborough, ME 04074

**Subject: The Downs – Mill Village (Phase 1 Subdivision)
Third Amended Subdivision Application**

Dear Autumn:

On behalf of **Crossroads Holdings LLC**, our office along with Gorrill Palmer is pleased to submit the Phase 1 Third Amended Subdivision Plan for review with Town Staff and the Planning Board. The Second Amended Subdivision Plan was previously recorded on December 17, 2021 at the Cumberland County Registry of Deeds in Book 221; Pages 707-709.

This Third Amended Subdivision proposes:

- **Scarborough Downs Road Right of Way Adjustment:** As part of the Traffic Movement Permit for the Route 1 & Downs Road intersection improvements, the Applicant is required to widen Scarborough Downs Road for additional lanes, near the Route 1 signal. Subsequently, the right of way for Scarborough Downs Road has been adjusted to encompass the widening as well as the relocation of a 10' maintenance easement as shown on Sheet S001.
- **Revised Landscape Plan:** The previously approved Phase 1 Landscape Plan has been revised to accommodate the required offsite improvements for the Scarborough Downs/Route 1 entrance. This landscaping plan was approved as part of the Grist Mill Lane Subdivision in 2018. Please see attached Landscape Plan for proposed changes.

CLOSURE

Five (5) full size (24"x36") and ten (10) (11"x17") copies of this cover letter and plan are submitted for your consideration and comment prior to the Planning Board review. We look forward to reviewing this project with you and the Planning Board at the **January 30, 2022** meeting.

Ms. Autumn Speer
January 9, 2023
Page 2



If you have any questions on the information being submitted, please contact our office.

Sincerely,

A handwritten signature in cursive script, reading "Celina M. Daniell".

Celina Daniell
Permitting Manager
Crossroads Holdings, LLC
Phone: 207.289.6943
cdaniell@mr.holdings

A handwritten signature in cursive script, reading "Drew Gagnon".

Drew Gagnon, PE
Project Manager
Gorrill-Palmer
Phone: 207.772.2515 x288
dgagnon@gorrillpalmer.com

Attachments

d:\development\05-1000 mill village\00 mill village subdivision\08 submissions\3rd amend subdivision\phase 1 subdivision amendment_01.09.2023.docx

TOWN OF SCARBOROUGH, MAINE

Planning Board Application Form

All applications submitted for consideration by the Planning Board shall include:

- ☐ application form ☐ payment of application fees ☐ electronic file
☐ submission materials (see relevant submission checklists and/or ordinance requirements)

Project Name: Planned Development Area 1 Project Type: Amended Subdivision
Project Location (physical address): Scarborough Downs Road
Assessors Map & Lot Number: R052;004 Zoning District: CPD

Applicant: Crossroads Holdings LLC Phone: 207.289.6943 E-mail: cdaniell@mr.holdings
Mailing Address: _____
Evidence of standing?
☐ Ownership ☐ Option ☐ Lease ☐ Purchase and sales contract ☐ Other


Property Owner: Same as Applicant Phone: _____ E-mail: _____
Mailing Address: _____

Consultant/ Agent: Dan Bacon-M&R Holdings LLC Phone: 207.232.5154 E-mail: dbacon@mr.holdings
Mailing Address: Same as Applicant

Billing Contact Information
Name: Same as Applicant Phone: _____ E-mail: _____
Address: _____

Application Authorization

I hereby make application to the Town of Scarborough for the above-referenced property(ies) and the development as described. The Town of Scarborough Planning Board and/or town employees are authorized to enter the property(ies) for purposes of reviewing this proposal and for inspecting improvements as a result of an approval of this proposal.

Signed:  Date: January 9, 2023
Printed name: Dan Bacon - Development Director

Please identify yourself (check one): Agent* _____ Applicant/Property Owner _____
*(If you are an agent, written authorization must be attached to this form.)

For Official Use:

Application Fee _____ Electronic File _____ 15 Copies _____
Received By _____ Date _____

Item #8

Aaron Converse is requesting sketch plan review for construction of a 126 room hotel located at 83 Mussey Road. The sketch plan will be followed by a formal site plan to be reviewed by the Planning Board. The property is further identified as Assessor's Map R55, Lot 17.

WEST77 PARTNERS LLC
10672 NE 9TH PLACE
BELLEVUE, WA 98004

WEST77
PARTNERS

LIVAWAY SCARBOROUGH
83 MUSSEY ROAD
SCARBOROUGH, ME 04074

NO.	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER:		2224346
DRAWN BY:		KG
REVIEWED BY:		SC
ISSUED FOR:		REVIEW
DATE:		JANUARY 2023
DRAWING NAME:		

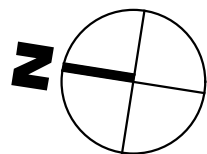
GENERAL PLAN

DRAWING NUMBER:

C-002



1
C-002
GENERAL PLAN
SCALE: 1" = 40'



WEST77 PARTNERS LLC
10672 NE 9TH PLACE
BELLEVUE, WA 98004

WEST77
PARTNERS

LIVAWAY SCARBOROUGH
83 MUSSEY ROAD
SCARBOROUGH, ME 04074

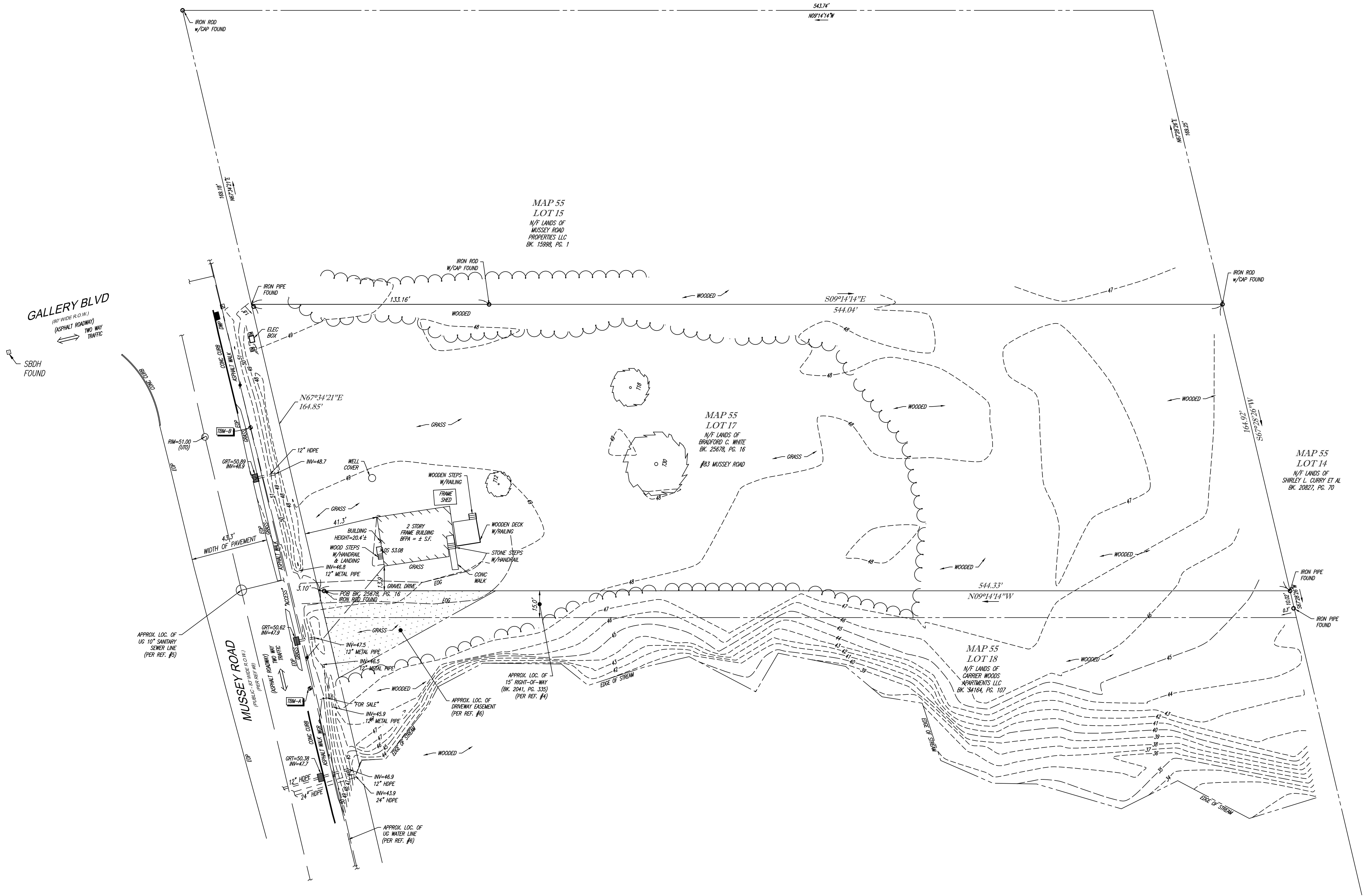
NO.	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER:	2224346
DRAWN BY:	KG
REVIEWED BY:	SC
ISSUED FOR:	REVIEW
DATE:	JANUARY 2023
DRAWING NAME:	

**EXISTING
CONDITIONS PLAN**

DRAWING NUMBER:

V-101



1
V-101
EXISTING CONDITIONS PLAN
SCALE: 1" = 30'



NO.	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER:	2224346
DRAWN BY:	KG
REVIEWED BY:	SC
ISSUED FOR:	REVIEW
DATE:	JANUARY 2023
DRAWING NAME:	

SITE PLAN

DRAWING NUMBER:

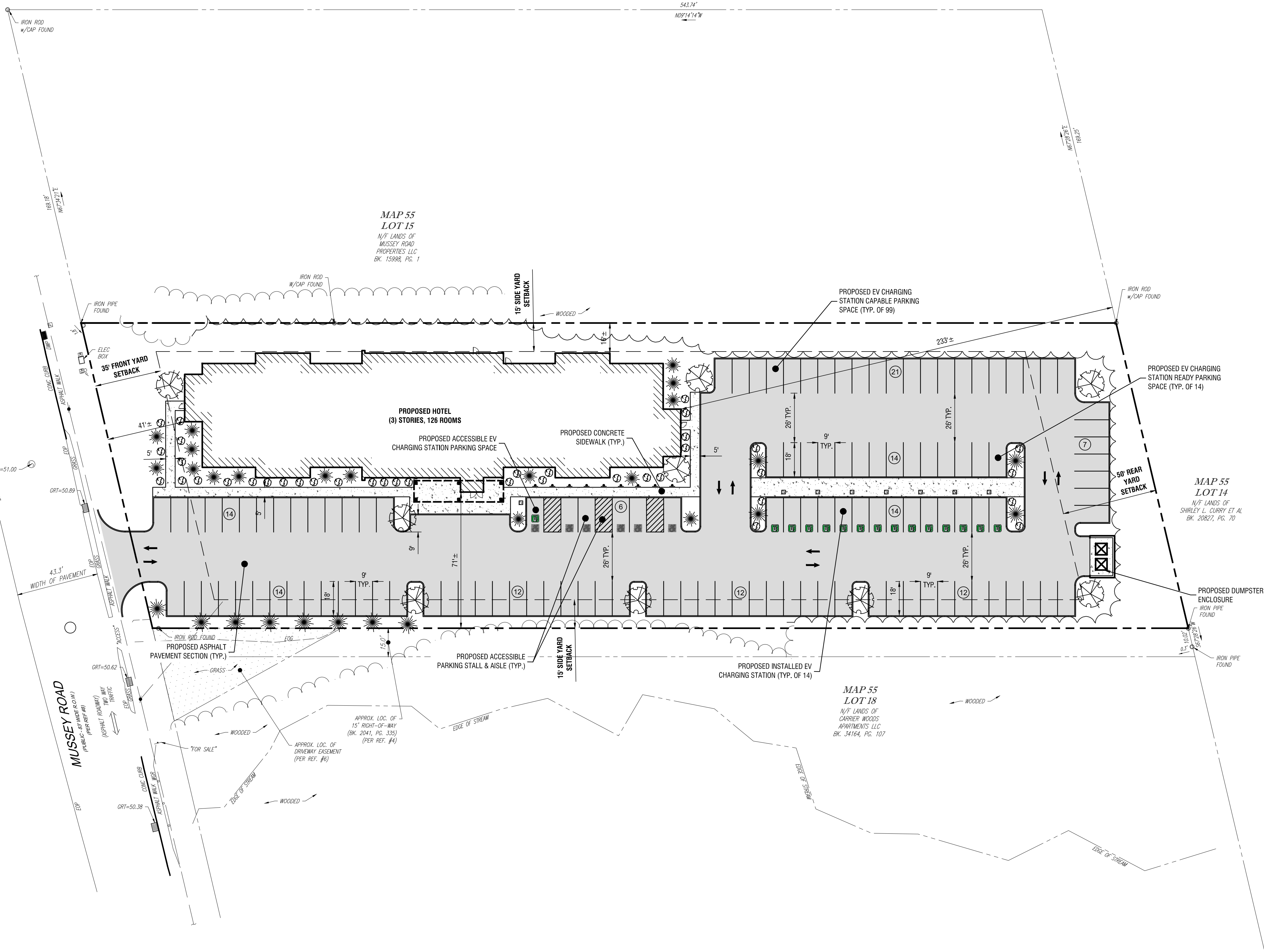
C-101

SITE DATA

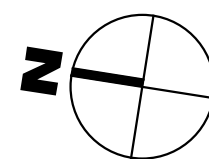
OWNER:	BRADFORD WHITE 19 CALLAWAY RD GRAY, ME 04039	APPLICANT:	WEST77 ACQUISITIONS LLC 10672 NE 9TH PLACE BELLEVUE, WA 98004
PARCEL TAX ID NO.:	R055017		
PARCEL AREA:	2.00 ± ACRES		
ZONING:	B-3 (GENERAL BUSINESS)		
ZONING DATA:			
CATEGORY	REQUIRED	PROPOSED/ PROVIDED	
AREA, MIN.	10,000 SF	88,191 SF (±) (2.02 AC)	
WIDTH, MIN.	200'	160' (±)	
COVERAGE, MAX. - BUILDING	50%	17%	
FRONT YARD, MIN.	35'	41' (MIN.)	
SIDE YARD, MIN.	15'	18' (MIN.)	
REAR YARD	50'	233' (MIN.)	
BUILDING HEIGHT, MAX.	45'	48'	
PARKING			
DIMENSIONS	9' X 18'	9' X 18'	
PARKING (1/ GUEST ROOM)	127	127	
ACCESSIBLE PARKING	5	6	
EVCS - INSTALLED	13	14	
EVCS - READY	13	14	
EVCS - CAPABLE	99	99	
ACCESSIBLE EVCS	1	1	

GALLERY BLVD
(80' WIDE R.O.W.)
(ASPHALT ROADWAY)
TWO LANE
TRAFFIC

SBDH
FOUND



1
C-101
SITE PLAN
SCALE: 1" = 30'



WEST77 PARTNERS LLC
10672 NE 9TH PLACE
BELLEVUE, WA 98004

WEST77
PARTNERS

LIVAWAY SCARBOROUGH
83 MUSSEY ROAD
SCARBOROUGH, ME 04074

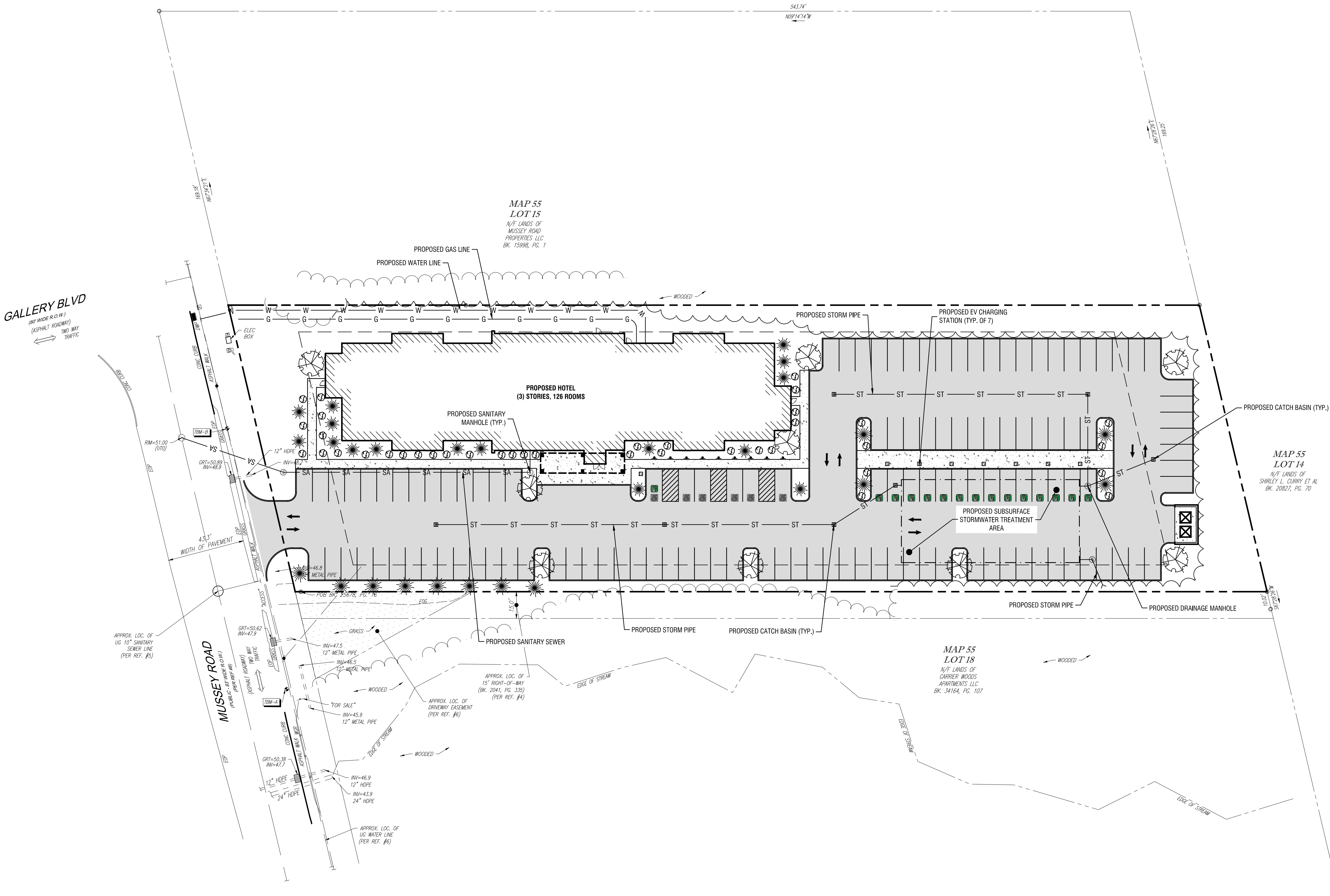
NO.	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER:	2224346
DRAWN BY:	KG
REVIEWED BY:	SC
ISSUED FOR:	REVIEW
DATE:	JANUARY 2023
DRAWING NAME:	

UTILITY PLAN

DRAWING NUMBER:

C-102



1
C-102
UTILITY PLAN
SCALE: 1" = 30'





THE STATE OF MAINE REQUIRES NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE.

LEGEND	
---	EXISTING CONTOUR
---	EXISTING SPOT ELEVATION
---	EXISTING TOP OF CURB ELEVATION
---	EXISTING GUTTER ELEVATION
---	EXISTING DOOR SILL ELEVATION
---	BTPA
---	POINT OF BEGINNING
---	POB
---	ELECTRIC METER
---	SIGN
---	WOOD GUIDE RAIL
---	SMH
---	CB
---	CATCH BASIN OR INLET
---	APPROX. LOC. OF UG SANITARY SEWER LINE
---	APPROX. LOC. OF UG WATER LINE
---	QUALITY LEVEL C
---	QUALITY LEVEL D
---	WOOD POST
---	DEDICIOUS TREE & TRUNK SIZE
---	DWP
---	DETECTABLE WARNING PAD
---	EDP
---	EDGE OF PAVEMENT
---	EDG
---	EDGE OF GRAVEL
---	HDPE
---	HIGH DENSITY POLYETHYLENE PIPE
---	UG
---	UNDERGROUND
---	INV
---	INVERT ELEVATION
---	GRT
---	GRATE ELEVATION
---	UTO
---	UNABLE TO OPEN
---	UNKNOWN TERMINUS
---	TITLE REPORT EXCEPTION

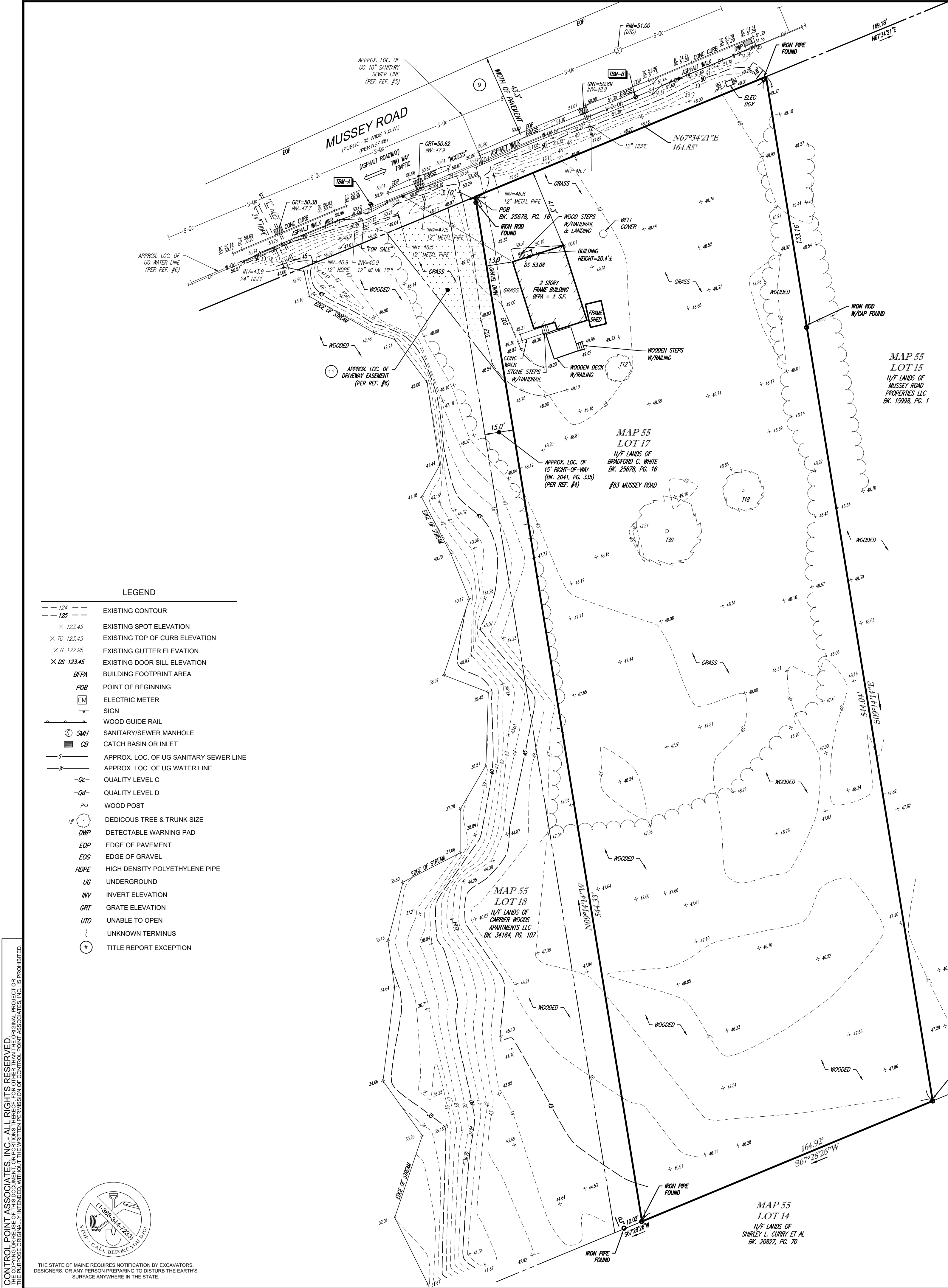


EXHIBIT A:

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

A CERTAIN LOT OR PARCEL OF LAND WITH THE BUILDINGS THEREON, IN THE TOWN OF SCARBOROUGH, COUNTY OF CUMBERLAND AND STATE OF MAINE, BEING A PORTION OF THE FARM FORMERLY BELONGING TO JULIA C.L. JOHNSON AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE LINE OF MUSSEY ROAD AND ONE HUNDRED EIGHTY-ONE (181) FEET EASTERLY FROM THE DIVISION LINE BETWEEN THE LAND OF JOHN E. FERGUSON AND THE LAND OF EDWARD CHANDLER (FORMERLY THE PARSONAGE LOT); THENCE SOUTH SIX DEGREES (6') THIRTY MINUTES (30') WEST FIVE HUNDRED FORTY-TWO (542) FEET; THENCE NORTH EIGHTY-THREE DEGREES (83') FOURTEEN MINUTES (14') EAST ONE HUNDRED SIXTY-FIVE (165) FEET; THENCE NORTH SIX DEGREES (6') THIRTY MINUTES (30') EAST FIVE HUNDRED FORTY-TWO (542) FEET TO THE LINE OF MUSSEY ROAD; THENCE SOUTH EIGHTY-THREE DEGREES (83') FOURTEEN MINUTES (14') WEST ONE HUNDRED SIXTY-FIVE (165) FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PERPETUAL RIGHT AND EASEMENT AS CONVEYED IN EASEMENT DEED DATED JULY 18, 2017 AND RECORDED IN BOOK 34175, PAGE 280, BEING MORE DESCRIBED AS FOLLOWS:

A CERTAIN LOT OR PARCEL OF LAND LOCATED ON THE SOUTHWESTERLY SIDE OF MUSSEY ROAD, IN THE TOWN OF SCARBOROUGH, COUNTY OF CUMBERLAND, STATE OF MAINE, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A #5 REBAR WITH CAP STAMPED "NCS 2080" PROPOSED TO BE SET AT THE WESTERLY CORNER OF LAND NOW OR FORMERLY OF BRADFORD C. WHITE AS DESCRIBED IN BOOK 28678, PAGE 16; THENCE S 10° 13' 27" E ALONG LAND OF SAID WHITE 168.00' TO A POINT; THENCE IN A GENERAL NORTHWESTERLY DIRECTION THROUGH THE LAND OF THE GRANTOR 168.92' TO THE SOUTHWESTERLY SIDELINE OF MUSSEY ROAD; THENCE N 67° 28' 13" E ALONG SAID MUSSEY ROAD 84.95' TO A #5 REBAR WITH CAP STAMPED "NCS 2080" PROPOSED TO BE SET AT THE WESTERLY CORNER OF LAND NOW OR FORMERLY OF BRADFORD C. WHITE AS DESCRIBED IN BOOK 28678, PAGE 16; AND THE POINT OF BEGINNING. THE ABOVE-DESCRIBED AREA IS MORE PARTICULARLY SHOWN AS "PROPOSED EASEMENT TO ABUTTER FOR INGRESS, EGRESS AND LANDSCAPING" AS DEPICTED ON A PLAN ENTITLED "SITE/SUBDIVISION PLAN CARRIER WOODS APARTMENTS 79 MUSSEY ROAD, SCARBOROUGH, MAINE 04074" PREPARED BY NORTHEAST CIVIL SOLUTIONS INCORPORATED, DATED FEBRUARY 17, 2017, REVISED THROUGH MAY 25, 2017, APPROVED BY THE TOWN OF SCARBOROUGH PLANNING BOARD ON JULY 17, 2017 AND TO BE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.

THE ABOVE DESCRIBED EASEMENT IS FOR THE FOLLOWING PURPOSES:

- ACCESS RIGHT OF WAY: THE PERPETUAL RIGHT AND EASEMENT TO PASS AND REPASS ON FOOT AND WITH VEHICLES AT ANY AND ALL TIMES TOGETHER WITH THE RIGHT TO ENTER FROM TIME TO TIME WITHIN SAID AREAS TO INSPECT, INSTALL, CONSTRUCT, MAINTAIN, REPAIR, REBUILD, REPLACE AND REMOVE FILL, PAVEMENT AND OTHER FACILITIES AND APPURTENANCES INTENDED TO FACILITATE OR IMPROVE ACCESS OVER SUCH EASEMENT AREA.
- UTILITIES: TOGETHER WITH THE PERPETUAL RIGHT AND EASEMENT TO INSTALL, CONSTRUCT, ERECT, LAY, RELAY, REPAIR, INSPECT, OPERATE, MAINTAIN, REBUILD, REPLACE AND REMOVE UTILITY CONDUITS, PIPES AND MAINS, AND POLES AND WIRES WITH ALL NECESSARY FIXTURES AND APPURTENANCES UPON, THROUGH, UNDER OR OVER SUCH EASEMENT AREA FOR ANY AND ALL UTILITIES INCLUDING BUT NOT LIMITED TO ELECTRIC POWER, TRANSMISSION AND DISTRIBUTION LINES, OTHER ENERGY, TRANSMISSION AND DISTRIBUTION LINES, GAS MAINS, CABLE-TELEVISION, TELEPHONE AND OTHER COMMUNICATIONS OR INTELLIGENCE LINES, TOGETHER WITH SUITABLE AND SUFFICIENT LINES, PIPES, CABLES, MAINS, POLES AND TOWERS WITH SUFFICIENT FOUNDATIONS TOGETHER WITH WIRES STRUNG UPON AND EXTENDING BETWEEN THE SAME, ABOVE OR BELOW GROUND, TOGETHER WITH ALL NECESSARY FACILITIES, FIXTURES, ANCHORS, GUYS, CROSSARMS, AND OTHER EQUIPMENT AND APPURTENANCES AND ALSO FOR CONVEYING AND TRANSMITTING WATER, SEWERAGE, WASTEWATER AND OTHER LIQUIDS AND SUBSTANCES.
- LANDSCAPING: TOGETHER WITH THE PERPETUAL RIGHT AND EASEMENT TO FILL, GRADE, LANDSCAPE, SEED, PLANT GRASS, TREES AND SHRUBS, TO MOW, CUT AND TRIM THE SAME AND TO REMOVE AND REPLACE THE SAME.

REFERENCES:

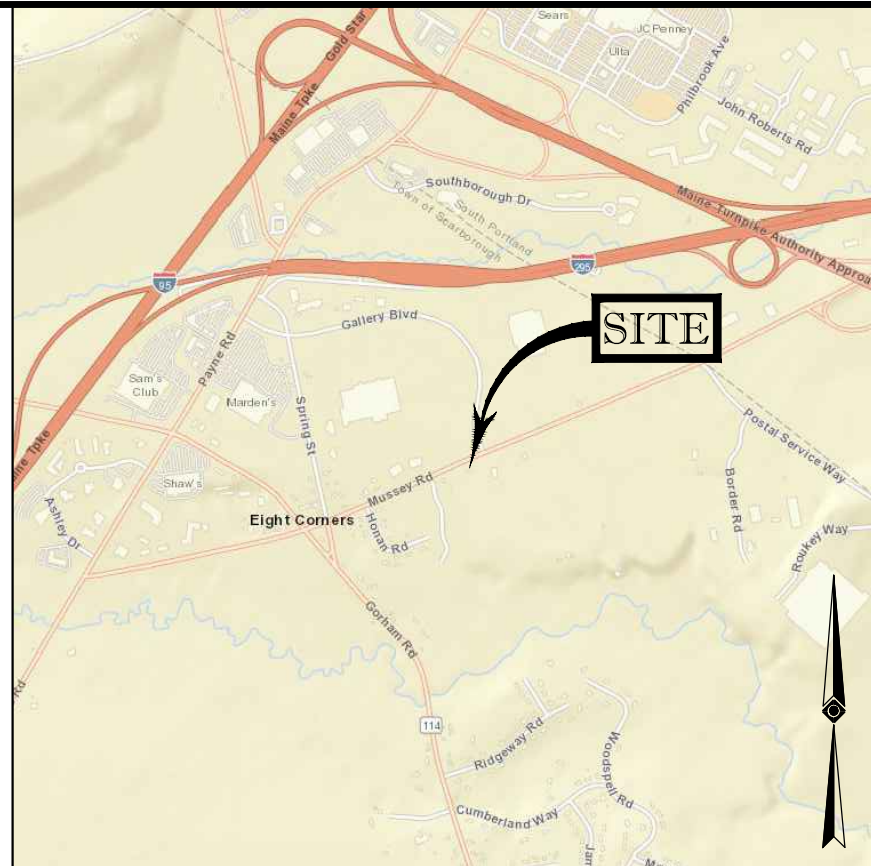
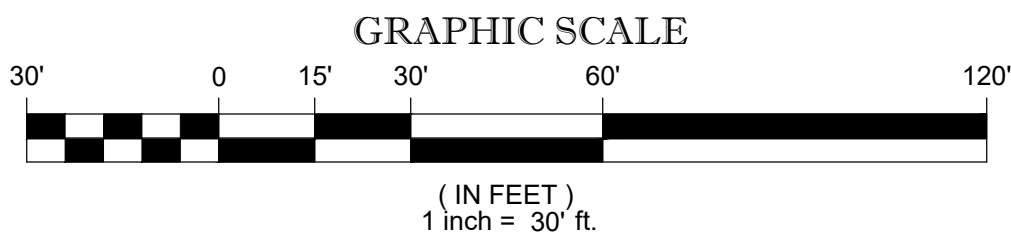
- THE TAX ASSESSOR'S MAP OF THE TOWN OF SCARBOROUGH, CUMBERLAND COUNTY, MAP R55.
- MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD INSURANCE RATE MAP, TOWN OF SCARBOROUGH, MAINE, CUMBERLAND COUNTY, PANEL S OF 25," COMMUNITY-PANEL NUMBER 230052 0005 D, MAP EFFECTIVE: JUNE 19, 1985.
- MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY AT 89 MUSSEY ROAD SCARBOROUGH, MAINE, FOR: MUSSEY ROAD PROPERTIES LLC.", PREPARED BY BACK BAY BOUNDARY, INC., DATED FEBRUARY 6, 2001.
- MAP ENTITLED "STANDARD BOUNDARY SURVEY, LOT AT 107 MUSSEY ROAD, EIGHT CORNERS, SCARBOROUGH, MAINE FOR JOHN A. NIELSEN AND MARION C. NIELSEN", PREPARED BY ROSS BOUNDARY SURVEYS, DATED SEPTEMBER, 2001 AND RECORDED WITH THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 211, PAGE 245.
- MAP ENTITLED "RECORD PLAN, EIGHT CORNERS PROJECT, SCARBOROUGH, MAINE, MUSSEY ROAD, STA. 9+50 TO STA. 20+50", PREPARED BY WHITMAN & HOWARD, INC., SHEET 16 OF 32, DATED MAY 4, 1987.
- MAP ENTITLED "SITE/SUBDIVISION PLAN - SHEET 1, CARRIER WOODS APARTMENTS, 79 MUSSEY ROAD, SCARBOROUGH, MAINE 04074", PREPARED BY NORTHEAST CIVIL SOLUTIONS INCORPORATED, DATED FEBRUARY 17, 2017.
- UNDERGROUND WATER MAPPING PROVIDED BY THE TOWN OF SCARBOROUGH, MAINE.
- MAP ENTITLED "FIRST AMENDED SUBDIVISION PLAN OF: SCARBOROUGH GALLERY", PREPARED BY: ST. CLAIR ASSOCIATES, DATED: JUNE 26, 2011, LAST REVISED: DECEMBER 2, 2011, AND RECORDED WITH THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 211, PAGE 369.

THIS SURVEY IS CERTIFIED TO:
W77 ACQUISITIONS, LLC
CHICAGO TITLE INSURANCE COMPANY
BRADFORD C. WHITE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH THE "2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(B), 8, 9, 11(B), 13, 16, 17 & 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON DECEMBER 15, 2022.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL.

CHRISTOPHER MICHAUD, PLS
MAINE PROFESSIONAL LAND SURVEYOR #2385



LOCUS MAP
© 2013 ESRI WORLD STREET MAPS
NOT TO SCALE

NOTES:

- PROPERTY KNOWN AS LOT 17 AS SHOWN ON TOWN OF SCARBOROUGH, CUMBERLAND COUNTY, COMMONWEALTH OF MAINE, MAP NO. R55.
- AREA = 87,345 SQUARE FEET OR 2.005 ACRES.
- LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD, AND THE MAPS AS LISTED IN THE REFERENCES AVAILABLE AT THE TIME OF THE SURVEY. AVAILABLE ASBLUT PLANS AND UTILITY MARKOUT DOES NOT ENSURE MAPPING OF ALL UNDERGROUND UTILITIES AND STRUCTURES. BEFORE ANY EXCAVATION IS TO BEGIN, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE AND TYPE BY THE PROPER UTILITY COMPANIES. CONTROL POINT ASSOCIATES, INC. DOES NOT GUARANTEE THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED.

THE SOURCE OF UNDERGROUND UTILITIES ARE SHOWN UTILIZING A QUALITY LEVEL SYSTEM:

- QUALITY LEVEL D - UTILITIES SHOWN BASED UPON REFERENCE MAPPING OR ORAL HISTORY. NOT FIELD VERIFIED.
- QUALITY LEVEL C - LOCATION OF UTILITY SURFACE FEATURES SUPPLEMENTS REFERENCE MAPPING. INCLUDES MARKOUT BY OTHERS.
- QUALITY LEVEL B - UTILITY LOCATION DATA IS COLLECTED THROUGH GEOPHYSICAL SENSING TECHNOLOGY TO SUPPLEMENT SURFACE FEATURES AND OR REFERENCE MAPPING. INCLUDES MARKOUT BY CONTROL POINT ASSOCIATES, INC.
- QUALITY LEVEL A - HORIZONTAL AND VERTICAL LOCATION OF UTILITIES ARE OBTAINED USING VACUUM EQUIPMENT EXCAVATION OR OTHER METHODS TO EXPOSE THE UTILITY. LOCATION SHOWN AT SINGLE POINT WHERE EXCAVATION OCCURRED UNLESS FIELDWORK WAS LOCATED PRIOR TO FILLING.

ALL FOUR TYPES MAY NOT BE PRESENT ON THE SURVEY

- THIS PLAN IS BASED ON INFORMATION PROVIDED BY CLIENT, A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC., AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
- THIS SURVEY WAS PREPARED WITH REFERENCE TO A COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE COMPANY, HAVING A COMMITMENT NO. MBU 83 MUSSEY ROAD, WITH AN EFFECTIVE DATE OF NOVEMBER 30, 2022, WHERE THE FOLLOWING SURVEY RELATED EXCEPTIONS APPEAR IN SCHEDULE B - SECTION 2:
GENERAL EXCEPTIONS 1 THRU 7 ARE NOT SURVEY RELATED AND HAVE NOT BEEN COMMENTED ON AS A PART OF THIS SURVEY.
(8) EXACT ACRES OF SQUARE FOOTAGE OF THE LAND IS NOT INSURED - SEE NOTE 2
(9) TITLE TO AND RIGHTS OF THE PUBLIC AND OTHERS ENTITLED THERETO IN AND TO THOSE PORTIONS OF THE INSURED PREMISES LYING WITHIN THE BOUNDS OF ADJACENT STREETS, ROADS AND WAYS.
- MUSSEY ROAD SHOWN HEREON
(10) STATE OF FACTS, NOTES AND OTHER MATTERS SHOWN ON ALTA/NSPS SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY FOR THE INSURED PREMISES.
- DOCUMENT NOT PROVIDED FOR REFERENCE AT THE TIME OF SURVEY, UNABLE TO COMMENT
(11) EASEMENT OF CARRIER WOODS APARTMENTS, LLC TO BRADFORD C. WHITE DATED JULY 18, 2017 AND RECORDED IN BOOK 34175, PG. 281.
- DRIVEWAY EASEMENT SHOWN HEREON

- EXISTING FIRM: BY GRAPHIC PLOTTING ONLY PROPERTY IS LOCATED IN FLOOD HAZARD ZONE C (AREAS OF MINIMAL FLOODING), PER REF. #2.
- THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THE FIELD SURVEY.
- ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON GPS OBSERVATIONS UTILIZING THE KEYSTONE VRS NETWORK (KEYNETGPS).
TEMPORARY BENCH MARKS SET:
TBM-A: MAG NAIL SET IN ASPHALT, ELEVATION= 50.37'
TBM-B: MAG NAIL SET IN ASPHALT, ELEVATION= 51.37'

PRIOR TO CONSTRUCTION IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE BENCHMARKS ILLUSTRATED ON THIS SKETCH HAVE NOT BEEN DISTURBED AND THEIR ELEVATIONS HAVE BEEN CONFIRMED. ANY CONFLICTS MUST BE REPORTED PRIOR TO CONSTRUCTION.

- THE OFFSETS SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADDITION, ETC.
- A ZONING REPORT WAS NOT PROVIDED BY THE CLIENT FOR REVIEW AT THE TIME OF SURVEY.
- NO MARKED PARKING SPOTS WERE OBSERVED IN THE FIELD AT THE TIME OF SURVEY.
- THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED REVEALED IN THE TITLE REPORT AND REFERENCED MAPS HAVE BEEN SHOWN.
- NO OFFSITE SERVITUDES OR EASEMENTS HAVE BEEN DISCLOSED IN THE TITLE REPORT REFERENCED HEREON.

FIELD DATE

12-15-2022

FIELD BOOK NO.

22-16

FIELD BOOK PG.

86

FIELD CREW

C.W.

DRAWN:

E.G.F.

REVIEWED:

B.A.V.

ALTA/NSPS LAND TITLE SURVEY
W77 ACQUISITIONS

83 MUSSEY ROAD
LOT 17, MAP R55
TOWN OF SCARBOROUGH, CUMBERLAND COUNTY
STATE OF MAINE

CONTROL POINT
ASSOCIATES, INC.
352 TURNPIKE ROAD
SOUTH BOROUGHL, MA 01772
508.948.3000 - 508.948.3003 FAX
WWW.CPASURVEY.COM

WARREN, NJ 908-668-0099
MT LAUREL, NJ 609-857-2099
ALBANY, NY 518-217-5010
ROCHESTER, NY 585-250-1764
PHILADELPHIA, PA 800-668-1819
CHICAGO, IL 312-712-9888
HAUPPAUGE, NY 631-580-2645
MANHATTAN, NY 646-780-0411

FILE NO. 03-220513-00
DWS. NO. 1 OF 1
DATE 1-06-2023
SCALE 1"=30'
C.M.



LivAway Suites Overall Perspective

RICHLAND, WA

DESIGN REPRESENTATION ONLY – NOT FOR CONSTRUCTION

The images provided throughout this package are a representation of the current design intent only. The images may not reflect variations in color, tone, hue, time, shading, ambient light intensity, materials, texture, contrast, font style and construction variations required by building codes or inspectors, material availability or final design detailing. All images and artwork associated/provided should be reviewed by the client with their print and/or production vendors and adjusted as needed during the proof and shop drawing submittals. Those client-approved drawings take precedence and provide final direction for design, printing and production.

01

09/16/2022



LivAway Suites Entry Perspective

RICHLAND, WA

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LivAway Suites Rear Entry Perspective

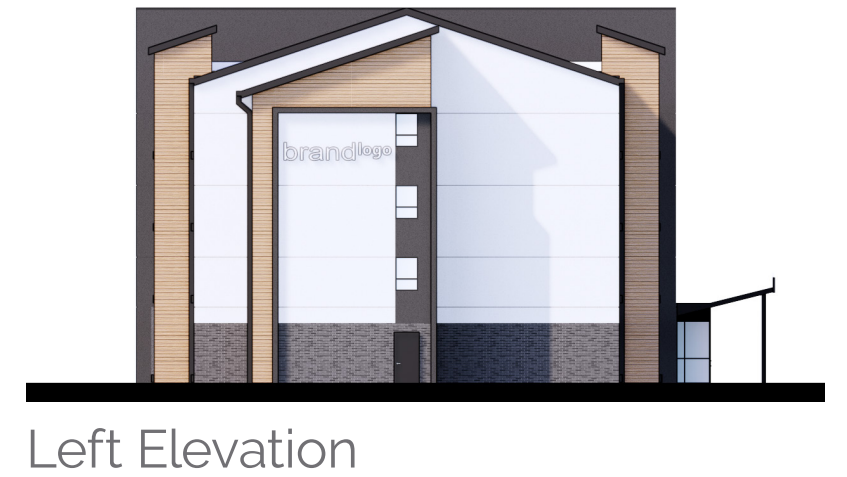
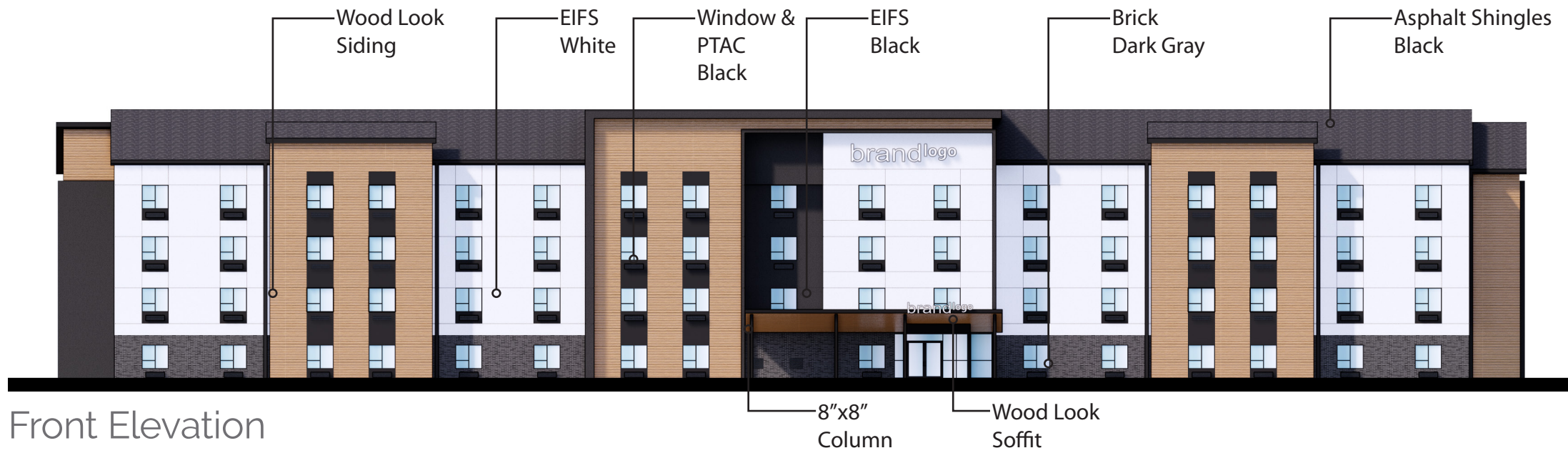
RICHLAND, WA

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03

09/16/2022



LivAway Suites Exterior Elevations

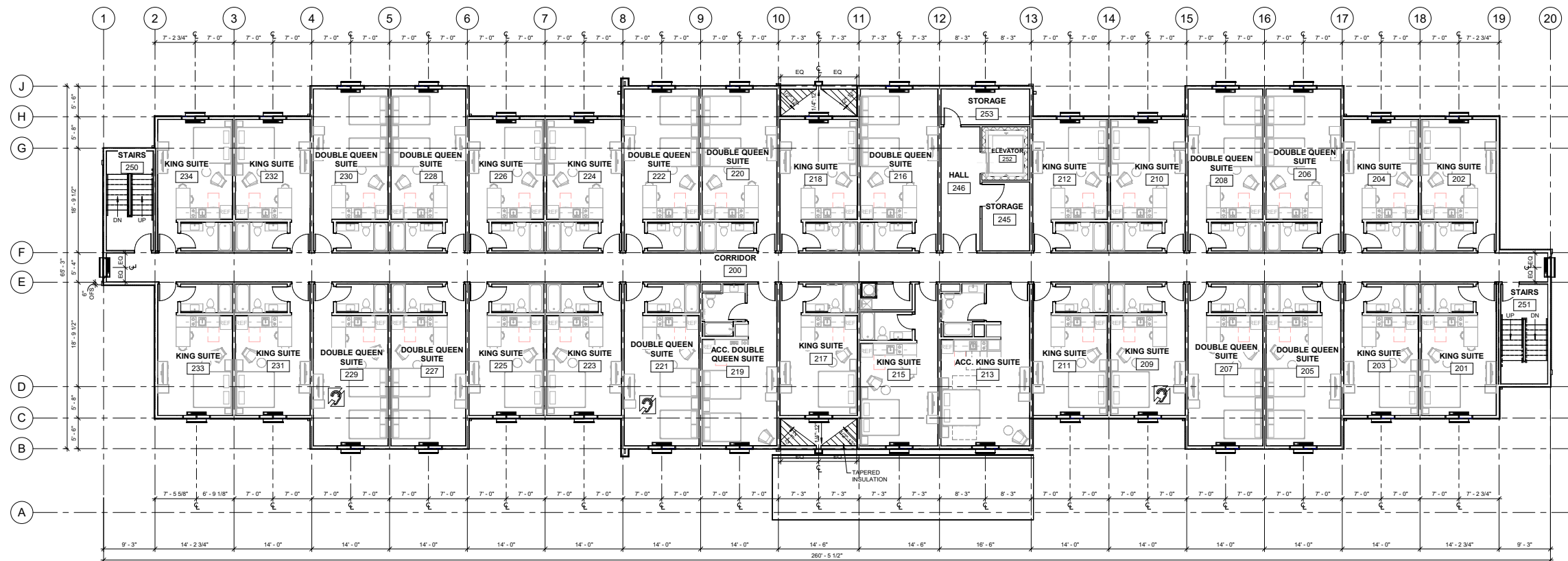
RICHLAND, WA

DESIGN REPRESENTATION ONLY – NOT FOR CONSTRUCTION

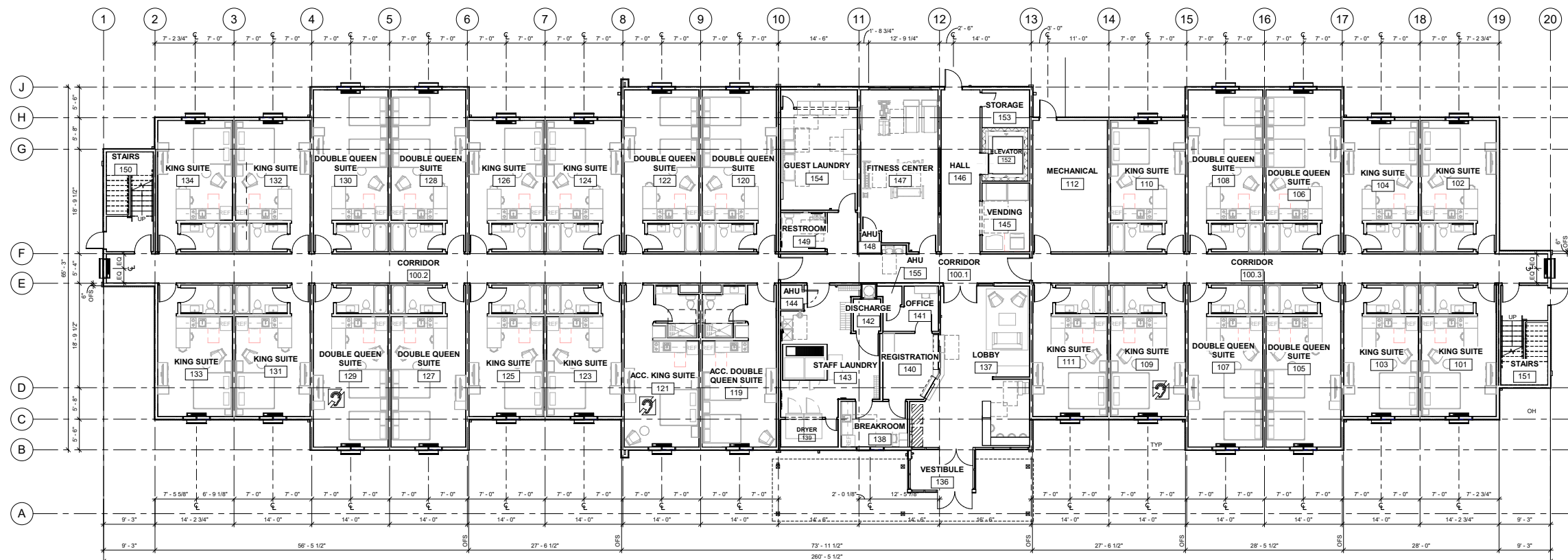
The images provided throughout this package are a representation of the current design intent only. The images may not reflect variations in color, tone, hue, time, shading, ambient light intensity, materials, texture, contrast, font style and construction variations required by building codes or inspectors, material availability or final design detailing. All images and artwork associated/provided should be reviewed by the client with their print and/or production vendors and adjusted as needed during the proof and shop drawing submittals. Those client-approved drawings take precedence and provide final direction for design, printing and production.

04

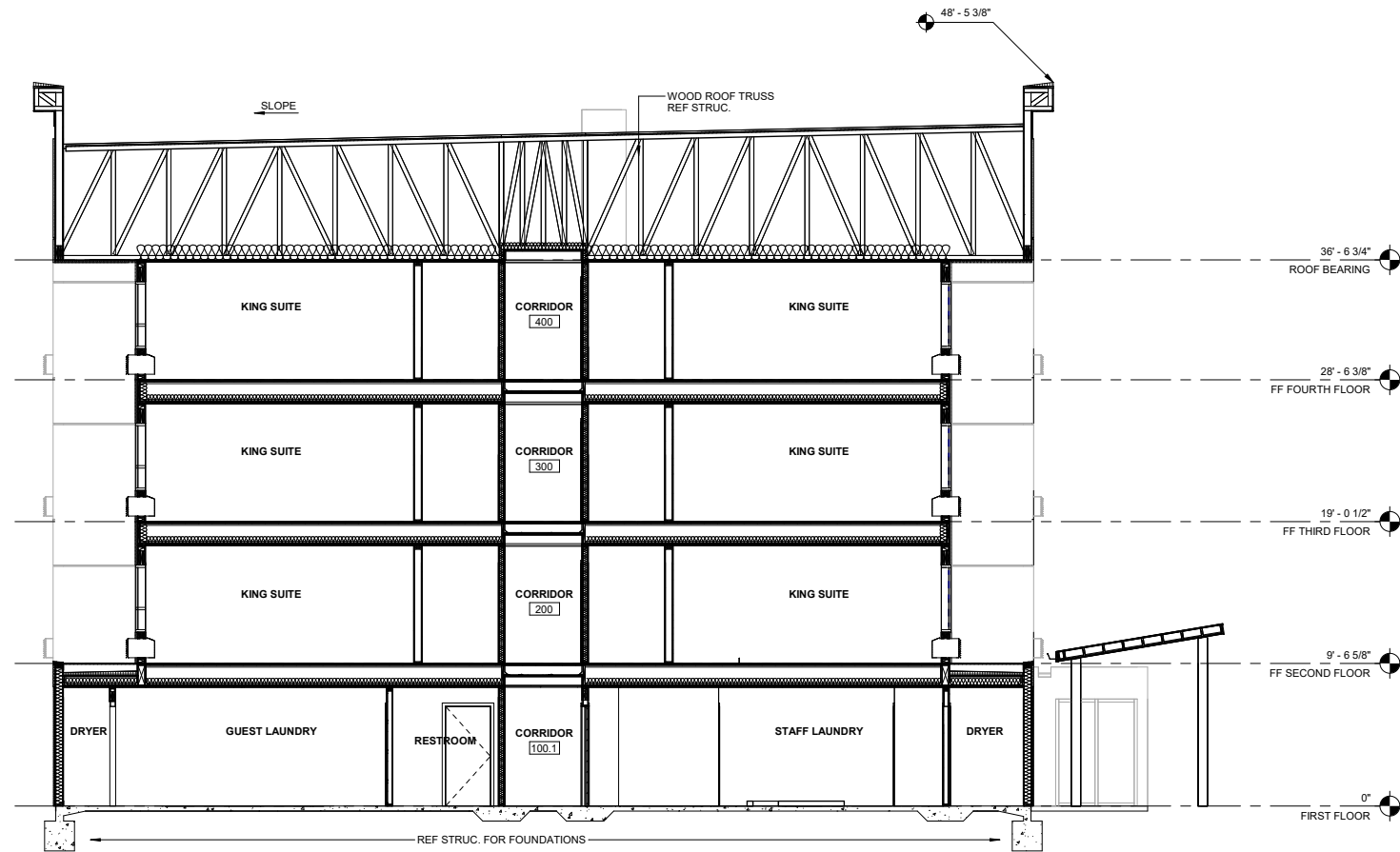
09/16/2022



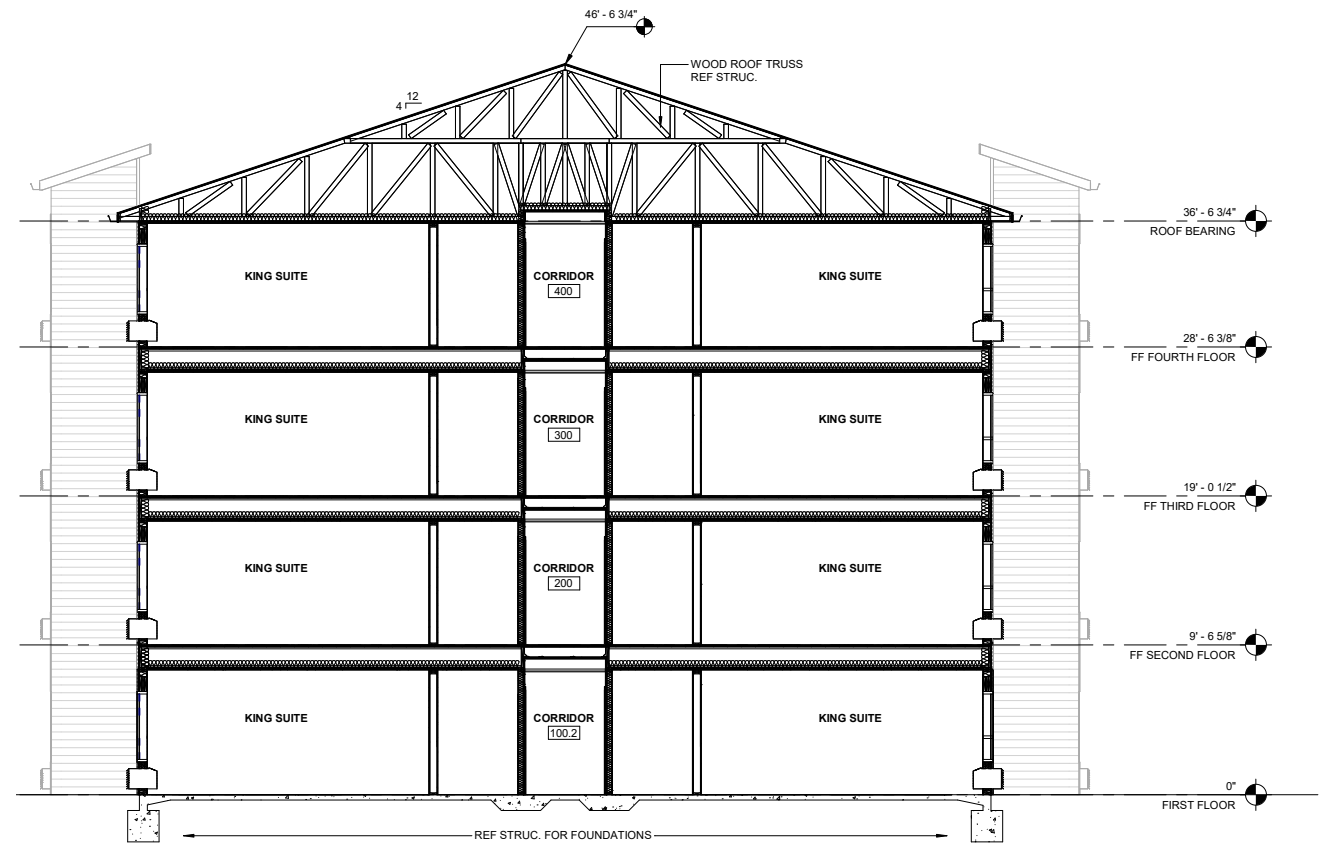
2 FLOOR PLAN - SECOND FLOOR
1/8" = 1'-0"



1 FLOOR PLAN - FIRST FLOOR
1/8" = 1'-0"



2 BUILDING CROSS SECTION
 3/16" = 1'-0" REF: A102 / 1



1 BUILDING CROSS SECTION
 3/16" = 1'-0" REF: A102 / 1

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LaBella Associates
316 South Clinton Street, 2nd Floor
Syracuse, New York 13202
(315)766-1128
www.LaBellapc.com

Transmittal

To: Town of Scarborough Planning
Scarborough Municipal Building
Lower Level, Room 125
259 US Route 1
PO Box 360
Scarborough, Maine, 04070-0360

Date: January 13, 2023

Re: **Proposed LivAway Hotel**
83 Mussey Rd
Map #055, Parcel #017

File No. 2224346

Enclosed please find the following with regard to a Sketch Plan application for a proposed 4-story, 126-room hotel located at 83 Mussey Road in the Town of Scarborough:

- One (1) completed Planning Board Application Form
- Five (5) full-size (24"x36") copies each of the following:
 - Site Plan drawings by LaBella Associates, dated January 2023, consisting of five (5) sheets;
 - Building Perspectives, Elevations, Floor Plans and Details by brr Architecture, dated 9/16/22, consisting of seven (7) sheets;
- Ten (10) reduced size (11"x17") copies of the previously referenced plans;
- Ten (10) copies of the project narrative;
- One (1) USB drive containing an electronic (pdf) copy of all above-referenced documents.

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,
LaBella Associates, DPC

Steven Calocerinos, P.E.
Senior Civil Engineer

SC/
encl.

TOWN OF SCARBOROUGH, MAINE

Planning Board Application Form

All applications submitted for consideration by the Planning Board shall include:

- ☒ application form ☐ payment of application fees ☐ electronic file
☐ submission materials (see relevant submission checklists and/or ordinance requirements)

Project Name:	<u>LivAway Scarborough</u>	Project Type:	<u>Commercial - Hospitality / Hotel</u>
Project Location (physical address):	<u>83 Mussey Rd</u>		
Assessors Map & Lot Number:	<u>Map 055, Lot 017</u>	Zoning District:	<u>B3</u>

Applicant:	<u>Aaron Converse</u>	Phone:	<u>801-448-2079</u>	E-mail:	<u>aaron@west77partners.com</u>
Mailing Address:	<u>3300 N Triumph Blvd, Suite, 100 Lehi, Utah 84043</u>				
Evidence of standing?					
<input type="checkbox"/> Ownership	<input type="checkbox"/> Option	<input type="checkbox"/> Lease	<input checked="" type="checkbox"/> Purchase and sales contract	<input type="checkbox"/> Other	

Property Owner:	<u>Bradford C. White</u>	Phone:	<u></u>	E-mail:	<u></u>
Mailing Address:	<u>19 Callaway Dr, Gray, ME 04039</u>				

Consultant/ Agent:	<u>LaBella Associates, DPC</u>	Phone:	<u>3157661128</u>	E-mail:	<u>scalocerinos@labellapc.com</u>
Mailing Address:	<u>316 S Clinton St, 2nd Flr, Syracuse, NY 13202</u>				

Billing Contact Information					
Name:	<u>Todd Lust</u>	Phone:	<u>206-909-0944</u>	E-mail:	<u>toddlust@west77partners.com</u>
Address:	<u>2265 116th Ave NE suite 110-C Bellevue, WA</u>				

Application Authorization

I hereby make application to the Town of Scarborough for the above-referenced property(ies) and the development as described. The Town of Scarborough Planning Board and/or town employees are authorized to enter the property(ies) for purposes of reviewing this proposal and for inspecting improvements as a result of an approval of this proposal.

Signed:	<u>Bradford C. White</u>	Date:	<u>1/12/23</u>
Printed name:	<u>BRADFORD C. WHITE</u>		
Please identify yourself (check one):	Agent* <input type="checkbox"/>	Applicant/Property Owner	<input checked="" type="checkbox"/>
*(If you are an agent, written authorization must be attached to this form.)			

For Official Use:

Application Fee _____
Received By _____

Electronic File _____
Date _____

15 Copies _____



LaBella Associates
316 South Clinton Street, 2nd Floor
Syracuse, New York 13202
(315)766-1128
www.LaBellapc.com

Proposed LivAway Hotel
83 Mussey Road
Scarborough, Maine

Project Narrative:

The proposed project consists of the development of a 4-story, 126-room hotel on an existing 2.0 (±) acre property located at 83 Mussey Road in the Town of Scarborough, Cumberland County, Maine. The existing property is zoned B-3, General Commercial, and is presently occupied by a single-family residential structure. The adjoining property to the southwest is an existing multi-family apartment complex, and the adjoining property to the northeast is an existing multi-tenant commercial building. Immediately across Mussey Road is the Scarborough Gallery retail / commercial development. The entrance to Scarborough Gallery, at the intersection of Mussey Road and Gallery Blvd, is a signalized intersection with eastbound and westbound (Mussey Road) through and turn lanes.

The section of Mussey Road where access to the subject property is provided is a Maine DOT regulated highway. The property is furthermore located within an Aquifer Protection Overlay District. Existing utility services – wastewater, domestic water, and electric are available along Mussey Road.

The proposed hotel is a permitted use under the current B3 zoning regulations, Chapter 405, Section XIX.A.C.10 – Hotels and Motels. Off-street parking, EV charging stations, site amenities, stormwater management facilities, landscaping, etc., will be provided in accordance with current zoning regulations. Traffic impacts (trips) typically associated with a hotel site are minimal, and this project is not anticipated to pose any significant impact to the existing transportation infrastructure.

This project is anticipated to be constructed, subject to applicable approvals, within the 2023 construction season.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made as of this 2nd day of September, 2022 by and between Bradford C. White, an individual with an address of [REDACTED]; email: [REDACTED] (hereinafter the "SELLER") and, **W77 ACQUISITIONS, LLC** a Utah Limited Liability Company with an address at [REDACTED]; email: [REDACTED] (hereinafter "BUYER");

WITNESSETH

ARTICLE I - AGREEMENT

1.01 **Agreement:** **SELLER**, for the consideration of a \$50,000.00 deposit (the "Initial Deposit") (subject to the Initial Deposit application and refundability provisions set forth herein), and the other good and valuable consideration as set forth below, agrees to sell to **BUYER**, the property owned by the **SELLER** and located in the Town of Scarborough, County of Cumberland, and State of Maine with an address of 83 Mussey Road and being more particularly described in a deed recorded in the Cumberland County Registry of Deeds in Book 25678, Page 16 (the "Premises"), together with the benefit of an access easement recorded in the Cumberland County Registry of Deeds in Book 34175, Page 280 (the "Access Easement") (collectively the Premises and Access Easement shall constitute the "Property"). Reference to the Property shall also include all (i) appurtenances, easements, covenants, permits, approvals, points of access, rights arising from the or appertaining to the Property, (ii) all structures, improvements, fixtures, and landscaping situated on the Property, and (iii) existing utility infrastructure and capacity reserved for the benefit of the Property, if any.

1.02 **Purchase Price.** The purchase price for the Property is [REDACTED] payable as follows:

- (a) The Initial Deposit, which is to be held by **SELLER'S** attorney ("Escrow Agent"), in such Escrow Agent's IOLTA account, and disbursed in accordance with the terms and conditions of this Agreement. The parties hereto acknowledge and agree that no interest on the Deposits will be paid to them; and
- (b) Any Additional Deposits as provided in Section 1.04 below; and
- (c) The balance of the Purchase Price, which is to be paid to **SELLER** at the time of delivery of the Deed by certified or cashier's checks, or by wire transfers, subject to the credits and prorations hereinafter set forth. Notwithstanding the foregoing, no portion of the Option Payment, as defined below, shall be considered as part of the Purchase Price.

Escrow Agent shall disburse the Initial Deposit and any Additional Deposits collectively and individually (the "Deposits") only in accordance with joint written instructions delivered by **SELLER** and **BUYER** pursuant to this Agreement. Escrow Agent shall not be liable for any act done, or omitted to be done, by it, in the absence of its gross negligence or willful misconduct, unless contrary to or in the absence of joint written

IN WITNESS WHEREOF, **SELLER** and **BUYER** have executed this Agreement as of the dates hereinafter set forth.

SELLER:

Name: Bradford C. White
Bradford C. White

BUYER: W77 ACQUISITIONS, LLC

By: [REDACTED]
Print name: Mike Nielson
Title: Manager

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