

EXHIBIT 8 –

**CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH AND
GRONDIN AGGREGATES LLC**

This is a Contract Zoning Agreement made as of the 16th day of August 2006, by and between the TOWN OF SCARBOROUGH, a body corporate and politic, located in the County of Cumberland and State of Maine (hereinafter “the Town”), and GRONDIN AGGREGATES LLC, with a mailing address of 11 Bartlett Rd, Gorham, Maine 04038 (hereinafter “Grondin”) pursuant to the Contract Zoning provisions of Section II, Subsection I of the Scarborough Zoning Ordinance (hereinafter the “Zoning Ordinance”).

WHEREAS, Grondin owns a parcel of real estate located southeast of the corner of Beech Ridge Road and Route 114 in Scarborough, Maine consisting of 284.2 acres (hereinafter “the property”); and

WHEREAS, the property is currently zoned in a Rural Residence and Farm District (RF) under the Zoning Ordinance, and the land within 75 feet of the Nonesuch River is zoned within the Stream Protection District (SPD) under the Scarborough Shoreland Zoning Ordinance (hereinafter the “Shoreland Zoning Ordinance”) and will be maintained in its current state; and

WHEREAS, the Rural Residence and Farm District allows wetlands creation on previously excavated property pursuant to a contract zoning agreement approved by the Town Council under Section II(I) of the Zoning Ordinance; and

WHEREAS, the property contains over 1 mile of frontage on the Nonesuch River, and the associated floodplain and wetlands, which provide unique and quality resources of wildlife habitat and opportunities for recreation, and the area currently zoned within the Stream Protection District will remain undeveloped; and

WHEREAS, Grondin wishes to establish a large wetlands mitigation project on the site, the Larrabee Farms Wetlands Mitigation Project (the “project”), which would involve preservation and creation of wetlands to provide compensation for wetlands impacts on other properties; and

WHEREAS, the size, location, hydrogeology, and topography of this site provide a unique and viable opportunity for a wetlands creation and preservation project, and the project will be satisfactorily buffered from abutting properties; and

WHEREAS, the entire parcel that includes this contract zone, except approximately 20 acres shown on Exhibit A and dedicated to the Town for possible use as a school or other municipal uses, will be encumbered by a conservation easement or easements limiting the use of the property to wetlands and open space preservation and passive outdoor recreation; and

WHEREAS, Grondin has requested a rezoning of the property to allow construction of said wetlands mitigation project; and

WHEREAS, each wetlands creation and preservation phase of the proposed project would be overseen and authorized by the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899; and

WHEREAS, each wetlands creation and preservation phase of the proposed project would also be overseen and authorized by the Maine Department of Environmental Protection pursuant to the Maine Natural Resources Protection Act (38 M.R.S.A. §§480-A *et seq.*), and the Maine Department of Environmental Protection may also act as a third-party enforcer of the conservation easement or easements on the property; and

EXHIBITS

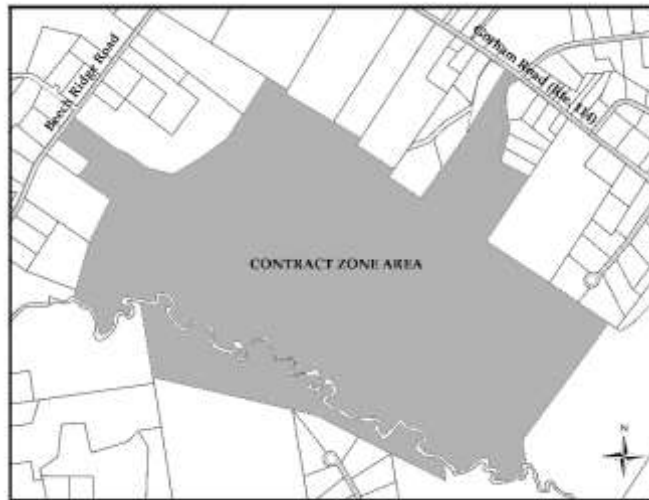
WHEREAS, the rezoning would be consistent with the Policies and Future Land Use Plan of Part III of the Scarborough Comprehensive Plan; and

WHEREAS, the Larrabee Farms Wetlands Mitigation Project site will provide unique and expansive recreational opportunities for the Town of Scarborough through the creation of trails and the permanent protection placed upon parcel and trail areas; and

WHEREAS, the Town of Scarborough, by and through its Town Council, has determined that the said rezoning would be pursuant to and consistent with the Town’s Comprehensive Plan and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this Contract Zoning Agreement on August 16, 2006.

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. Zoning Map: The Town hereby amends the Zoning Map of the Town of Scarborough, by adopting the map change amendment shown below:



2. Depth of Excavation: Except as otherwise specified in this Agreement, the project shall not be subject to and shall not require review under the Town of Scarborough Extractive Industry and Land Reclamation Ordinance (the “Extractive Industry Ordinance”). Notwithstanding contrary provisions in the Extractive Industry Ordinance, excavation may occur below the seasonal high water table for the purpose of accessing groundwater for wetlands creation. Any excavation deeper than 12 inches above the seasonal high water table is limited to a wetlands creation area within a compensation package which has been accepted for use as mitigation by the U.S. Army Corps of Engineers and the Maine Department of Environmental Protection and has been approved by the Town Engineer under Section 3(h) below and secured by a performance guarantee under Section 3(h) below.

3. Process and Regulations: Grondin is authorized to create a wetlands mitigation project including wetlands creation, and wetlands with surrounding uplands preservation on the property, subject to the following conditions:

(a) Commencement: The project must be commenced within two years of the date of this Agreement.

(b) **Plan Approval:** With the exception of the property to be dedicated to the Town and shown on Exhibit A, the property subject to this Agreement shall be developed and used substantially in accordance with the Larrabee Farms Wetlands Mitigation Project Plan granted preliminary approval by the Scarborough Planning Board on July 17, 2006, as such plan is finally approved by the Planning Board and may be amended from time to time by the Planning Board (hereinafter the “Plan”).

(c) **Permitted Uses:** The permitted uses on the property shall be limited to the following:

- (i) wetlands mitigation and associated work; specifically: wetlands creation in previously excavated areas, wetlands creation in areas excavated in order to create wetlands, extractive industry incidental to or in preparation for wetlands creation; and land reclamation;
- (ii) passive recreation, including trails as depicted on the Plan and trail maintenance;
- (iii) public schools, municipal uses and uses allowed in the RF District on the property depicted on Exhibit A and hereby dedicated to the Town;
- (iv) preservation of wetlands and open space.

(d) **Wetland Mitigation Packages:** As wetlands compensation packages are accepted for use as mitigation by the U.S. Army Corps of Engineers and the Maine Department of Environmental Protection, wetlands creation will be conducted pursuant to the terms of this Agreement. Grondin shall give first priority to wetlands compensation packages which will mitigate or compensate for the effects of impacts to wetlands located in Scarborough and shall give second priority to wetlands compensation packages which will mitigate or compensate for the effects of impacts to wetlands located outside Scarborough but within the Nonesuch River watershed. Prior to the commencement of development of each wetlands creation area, Grondin shall submit to the Town Planner and the Town Engineer a description of the wetlands creation project, which shall include the identity of the off-site project being benefited by the wetlands compensation package. If such benefited project is not within the Town of Scarborough or the Nonesuch River watershed, Grondin must demonstrate to the satisfaction of the Town Planner that there are no projects in Scarborough or the Nonesuch River watershed that have pending applications with the U.S. Army Corps of Engineers and/or the Maine Department of Environmental Protection that will necessitate wetlands creation or mitigation and which therefore could be benefited by, and are willing to participate in, a wetlands compensation package through Grondin.

(e) **Wetlands Creation Area Development:** Excavation on the property shall be undertaken by area, substantially in accordance with the Plan. Any deviations in wetland creation areas from the depictions on the plan shall require Town Engineer approval in accordance with Section 3(h). Substantial changes to the plan, as determined by the Town Engineer, shall require approval from the Planning Board. No more than three areas may be open at any one time. For purposes of this paragraph, an area is considered open from the time any excavation has commenced within the area until the area has been permanently reclaimed or work within the area has commenced on a wetlands creation plan approved by the Town Engineer and secured by a performance guarantee under Section 3(h) below.

(f) **Excavation without Approved Wetlands Creation Plan:** If Grondin elects to undertake excavation in any designated wetlands creation area before receiving approval from the Town Engineer of a plan for wetlands creation under Section 3(h) of this Agreement, Grondin shall submit: a detailed plan of the excavation and a contingent

permanent reclamation plan for approval by the Town Engineer and an application fee as set forth in the Schedule of License, Permit and Application Fees established by order of the Town Council. The reclamation plan shall comply with the Standards of Section 10 of the Extractive Industry Ordinance. Upon approval of the excavation and reclamation plans by the Town Engineer, Grondin shall furnish to the Town a performance guarantee for the cost of implementing the approved reclamation plan meeting the requirements of Section 9 of the Town of Scarborough Subdivision Ordinance and a construction inspection fee meeting the requirements of Section 11 of the Subdivision Ordinance. Grondin shall pay for the services of any consultants the Town Engineer deems appropriate to evaluate the application and inspect the work. Excavation pursuant to this paragraph is limited to a depth of no greater than 12 inches above the seasonal high water table.

(g) **Temporary Reclamation:** An area which is excavated pursuant to Section 3(f) above shall be temporarily stabilized with a nurse crop and mulch until such time as a plan for wetlands creation is approved under Section 3(h) of this Agreement. Any such area excavated and temporarily stabilized which is not converted to wetlands within 5 years after the approval of the excavation and reclamation plans by the Town Engineer shall be permanently reclaimed in accordance with the contingent permanent reclamation plan approved under Section 3(f).

(h) **Wetlands Creation Plans and Performance Guarantees:** Prior to excavation deeper than 12 inches above the seasonal high water table for the commencement of a Wetlands Mitigation Plan in any designated wetlands creation area, whether or not the area has previously been excavated, Grondin shall submit for approval by the Town Engineer: a detailed plan of the wetlands creation; a reclamation plan that complies with the Standards of Section 10 of the Extractive Industry Ordinance; an application fee as set forth in the Schedule of License, Permit and Application Fees established by order of the Town Council; and copies of the approved permits and wetland mitigation plans for the wetlands creation areas issued by the U.S. Army Corps of Engineers and the Maine Department of Environmental Protection. Upon approval by the Town Engineer of the plan for wetlands creation, Grondin shall furnish to the Town a performance guarantee meeting the requirements of Section 9 of the Town of Scarborough Subdivision Ordinance for the cost of implementing the reclamation plan that complies with the Standards of Section 10 of the Extractive Industry Ordinance, and a construction inspection fee meeting the requirements of Section 11 of the Subdivision Ordinance. Grondin shall pay for the services of any consultants the Town Engineer deems appropriate to evaluate the application and inspect the work.

(i) **Buffering:** A 200-foot buffer shall be maintained around the property except in those areas shown on the Plan. This buffer shall be maintained around the property as sound and site screen during development of the wetlands creation areas and be maintained as buffers following development.

(j) **Hours of Operation:** With the exception of emergency situations, the hours during which extractive industries work shall be allowed on the property shall be limited to between 7:00 a.m. and 5:30 p.m. Monday through Saturday.

(k) **Public Use:** Public access to the designated trails on site and to the Nonesuch River shall be made available following completion of the applicable portions of the project, with the trails to be protected in the conservation easement or easements encumbering the parcel.

The approximate locations of the trails and the timing of their construction shall be approved by the Planning Board and depicted on the Plan.

(l) **Road Improvements:** No later than 90 days after approval of the Plan by the Planning Board, Grondin shall make improvements to and pave a section of the existing roadway abutting the properties identified on the Plan as N/F Jerome and Carmen Gayle, N/F Robert Rawding, N/F Shirley Bodman and N/F Howard Rawding, and shown as a private easement for access and utilities on the Plan. Thereafter, such road shall not be used for the hauling of materials excavated from the property or transportation of fill materials into the property. As shown on the Plan, a portion of the roadway will be deeded to the abutting landowners as a private right-of-way in a form acceptable to the landowners and the Town.

(m) **Water Quality and Testing:** Grondin shall, at its sole expense, perform testing on all domestic water supply wells serving any residences located within ½ mile (2,640 feet) of the blasting area, and wells within 300 feet of any sand and gravel excavation that are not included within the ½ mile blasting radius. The well testing will be conducted in order to determine the volume, quantity and quality of water provided by each such well. Such testing shall be in accordance with testing protocols to be established by a hydrogeologist selected by the Town and paid by Grondin. As a component of these testing protocols, the hydrogeologist shall determine the requisite time period necessary for water supply testing to be performed in advance of any excavation below the seasonal high water table. Grondin agrees that, for a period of 20 years after the date of this Agreement, it will, at its sole expense, repair, replace or provide a substitute water source for any such well if it is determined by a hydrogeologist selected by the Town and paid by Grondin that such well was damaged, degraded or impaired for use as a domestic water supply by any activities occurring on the property or associated with the project.

(n) **Reports to the Planning Board:** One year after the commencement of excavation pursuant to this Agreement and then every three years thereafter, Grondin shall submit a report to the Planning Board on the progress of the project. Such report shall address traffic, environmental monitoring, operational impacts on the neighborhood (for example, noise and dust), the creation or opening of trail areas to the public, drainage, rate of wetlands creation, anticipated wetlands creation over the next three-year period, and any other factors which relate to compliance with the requirements of this Agreement and with the Planning Board's approval of the Plan. Upon review of the progress report, the Planning Board may, if the Board finds that the Project is not proceeding in accordance with the Plan or this Agreement, impose additional conditions on its approval of the Plan and/or may refer the report to the Town Council with recommendations for amendments to this Agreement.

(o) **Off-site Road and Traffic Mitigation:** Grondin shall implement, at Grondin's sole expense, all off-site traffic mitigation measures described in the June 15, 2005 memorandum from Scarborough Town Engineer Jim Wendel to Scarborough Town Manager Ron Owens, attached to and incorporated into this Agreement as Addendum A.

(p) **Conservation Easement(s):** Upon approval by the Maine DEP and the U.S. Army Corps of Engineers, and prior to approval by the Town Engineer of the plan for wetlands creation under Section 3(h), each wetland mitigation project will be entered into a Conservation Easement. Ultimately, and within a time period of no more than 20 years from the date of approval of this Agreement by the Town of Scarborough, the entire property with the exception of the land area shown on Exhibit A that is hereby dedicated

to the town for a school or other municipal use, will be entered into a conservation easement to be held by the Town, or a land trust or similar entity designated by the Town, if such conveyance is approved by the Scarborough Town Council. The conservation easement or easements shall be permanent and shall limit the uses of the property to wetlands mitigation and monitoring, open space preservation, passive outdoor recreation, excluding use by motorized vehicles other than service and emergency vehicles, and may allow hunting provided hunting is limited to those areas where the hunting will not create a danger to persons using the property for walking, hiking, jogging, bicycling, picnicking and other passive recreational activities. The conservation easement or easements shall allow the uses permitted under Section 3(c) above. As is required under state and federal wetland statutes, the Maine DEP and the U.S. Army Corps of Engineers will have third party oversight in the easement.

4. Property Conveyance: Grondin shall have the right to convey its fee interest in the property, in whole or in part, as necessary to satisfy applicable requirements of the U.S. Army Corps of Engineers and the Maine Department of Environmental Protection in connection with the wetlands mitigation project and sale of the authorized wetlands mitigation credits; provided, however, that any parcel conveyed shall first be encumbered by conservation easement or easements limiting its use to the uses permitted by this Agreement. Portions of the property conveyed for wetlands compensation and restricted in perpetuity by conservation easement or easements to wetlands preservation shall not be considered lots under the Zoning Ordinance or the Subdivision Ordinance. Within 90 days of approval of this Agreement, Grondin shall convey the dedicated lot shown on Exhibit A to the Town, provided such dedicated lot is accepted by the Town Council. Upon completion of all phases of the wetlands mitigation and sale of the authorized wetlands mitigation credits or at the end of 20 years after the date of this Agreement, whichever occurs first, Grondin agrees to convey as a gift any remaining portions of the property to the Town, or to a land trust or similar entity designated by the Town, if such conveyance is approved by the Scarborough Town Council, subject to the same use limitations prescribed for conservation easements under Section 3(p) of this Agreement.

5. Recordation: Grondin shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after its approval by the Scarborough Town Council.

6. Contract Zoning Agreement and Amendments: The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the property except as this Contract Zoning Agreement may be amended by future written agreement of the Town of Scarborough and Grondin, or their successors in interest.

7. Property Restrictions: The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the property, shall bind Grondin, their successors in interest and assigns of said property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Scarborough.

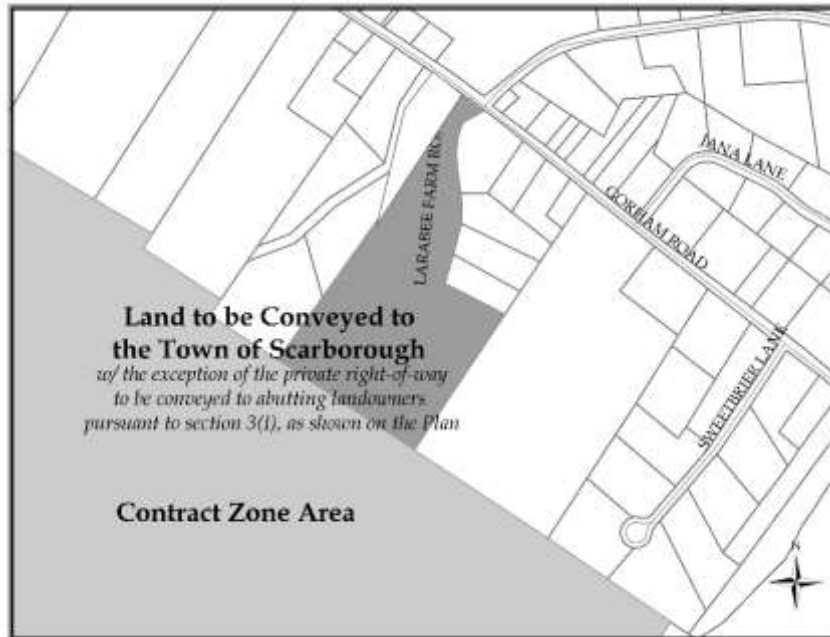
8. Zoning Ordinance Applicability: Except as expressly modified herein, the use and occupancy of the subject premises shall be governed by and comply with the provisions of the Zoning Ordinance of the Town of Scarborough and any applicable amendments thereto or replacement thereof. The land within the Stream Protection District, as depicted on the Town of Scarborough, Maine GIS Zoning Map prior to the adoption of this Contract Zoning Agreement and as illustrated on Exhibit B to this Agreement, shall continue to be governed by the applicable provisions of the Shoreland Zoning Ordinance, none of which are abrogated or modified by this Agreement.

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9. Agreement Termination: In the event that Grondin or its successors or assigns fail to develop the project in accordance with this Agreement, or in the event of any other breach hereof, this Contact 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.

10. Section 901: This Agreement is subject to Section 901 of the Council-Manager Charter of the Town of Scarborough.

11. Exhibit A:



WITNESS:

TOWN OF SCARBOROUGH

By: _____
Ronald W. Owens, Its Town Manager
(duly authorized by vote of the Scarborough
Town Council on _____, 2006)

GRONDIN AGGREGATES LLC

Philip H. Grondin Jr., Its Manager

EXHIBIT 8
ADDENDUM "A" – PAGE 1



MEMORANDUM

TO: Ron Owens, Town Manager

CC: Joe Ziepniewski, Planner
 Dan Bacon, Assistant Planner
 Mike Shaw, Director of Public Works

FROM: Jim Wendel, PE, Planning Department

DATE: June 15, 2005

RE: Larabee Wetland Mitigation Contract Zone

Below is a summary of the Planning Departments requirements for off-site traffic mitigation for the project.

1. All truck access to the site shall only be through the Beech Ridge Road entrance. Further, no trucks exiting the site shall take a left and drive southerly on Beech Ridge Road. However, the Public Works Director may authorize the use of the southern portion Beech Ridge Road for a specific project based on the review of a written request by the applicant identifying the project location, route and anticipated round trips between the pit and the project.
2. Reconstruct approximately 2,740 LF of Beech Ridge Road from Rte 114 south towards the proposed site entrance. The actual beginning and end points shall be coordinated with and agreed to by the Director of Public Works. The work shall include:
 - a. Grinding the existing pavement and mixing a certain depth of the underlying existing subgrade granular material.
 - b. Fine grade the surface for paving.
 - c. Placement of a total of 4inches of pavement to a width of 32ft (12ft travel lanes and 4ft shoulders).
 - d. Install pavement markings for a double yellow centerline and white travel edge lines.
 - e. Reconstruct all existing driveways and Town roads within the work limits to allow a proper match with the new road grade. Reconstructed driveways shall include a paved apron if the driveway is not paved. The paved driveway apron shall be 3ft long by 3 inches of total pavement depth with a width to match the reconstructed driveway. The existing paved driveway shall have a total replacement paving depth of 3 inches. The Town road replacement paving shall be 4 inches.
3. Construct, prior to the start of pit operations, an exclusive left-turn lane of sufficient length to accommodate two "wheeler" trucks on the south approach of Beech Ridge Road at the site

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ADDENDUM A – PAGE 2

- entrance. The design shall be based upon MDOT standards as presented in their 1994 Highway Design Manual.
4. Widen, prior to the start of pit operations, the southwest corner of Beech Ridge Road and Route 114 intersection as conceptually depicted on Figure 5 enclosed with the March 16, 2005 Gorrill-Palmer, Inc. letter to accommodate a turning W3-50 tractor trailer vehicle
 5. Detailed designs for items 2, 3 & 4 above shall evaluate surface and subsurface drainage, and subgrade soil conditions and provide appropriate designs in response to any identified deficiencies. Detailed design plans including plan and profiles and typical sections for these improvements will be submitted to both the Director of Public Works and the Town Engineer for review and approval.
 6. Construction of the site entrance shall be in general conformance to the conceptual design depicted on Figure 4 enclosed with the March 16, 2005 Gorrill-Palmer, Inc. letter. However, in addition, the entrance shall include a paved apron. The apron shall be 10ft long with 4-inches of total pavement depth and shall match the width of the proposed entrance drive geometry.
 7. The Applicant will commit in writing to complete by October 15, 2010 or in year five of the pit operation to either a heavy maintenance shim or the road reconstruction improvements on Beech Ridge Road identified in item 2. The Director of Public Works will advise the applicant in writing which level of improvement will be required by late summer of the same year. If the maintenance shim is required then the applicant will complete the required final reconstruction improvements to Beech Ridge Road, identified in item 2, in a time frame required by the Director of Public Works.
 8. Install a truck actuated flashing warning light and "TRUCK ENTERING" sign assembly on Beech Ridge Road southerly of the site entrance in conformance with MUTCD. Maintenance of the installation is the applicant's responsibility.
 9. The Payne Road Impact Fee computation for Zone #2 should be revised for a total of 9 trips @ \$292.42-\$2,631.78. The total impact fee is therefore revised from \$12,160.83 to \$13,038.09.
 10. Prior to the start of pit operations, the applicant shall provide a performance guarantee for the value of the required off-site improvements outlined in item 2 above. The initial minimum duration of the performance guarantee shall be to December 31, 2011 or the end of the first six years of the pit operation. Pit operation is defined as mobilization to, and set-up of pit equipment on the site and hauling of any natural resource material from or to the site.

Thank you.

**FIRST AMENDMENT TO EXHIBIT 8
CONTRACT ZONE AGREEMENT BETWEEN
GRONDIN AGGGREATESC LLC
[The Larrabee Farms Wetlands Mitigation Project]
AND
THE TOWN OF SCARBOROUGH**

This First Amendment to Contract Zoning Agreement (hereinafter, this “Amendment”) is made as of the Seventh day of May 2008 by and between the Town of Scarborough, a body corporate and politic, located in the County of Cumberland and State of Maine (hereinafter, “the Town”), Grondin Aggregates LLC, a limited liability company, located in Gorham, Maine (hereinafter, “Grondin”), and the Scarborough Fish and Game Association, a Maine not-for-profit corporation, located in Scarborough, Maine (hereinafter, “SF&G”), pursuant to the Contract Zoning provisions of Section II, Subsection I of the Zoning Ordinance of the Town of Scarborough (hereinafter, the “Zoning Ordinance”).

WHEREAS, Grondin entered into a Contract Zoning Agreement with the Town dated as of the 5th day of March, 2008 (hereinafter, the “Agreement”) creating Contract Zoning District Number VIII (hereinafter, the “District”) as described in Section XXIII of the Zoning Ordinance, said Agreement having been recorded in the Cumberland County Registry of Deeds in Book 24332, Page 285; and,

WHEREAS, Grondin has acquired, by a certain Easement Agreement and Declaration between Grondin and SF&G dated April 13, 2007 and recorded in the Cumberland County Registry of Deeds at Book 26229, Page 120, the right to utilize portions of approximately 53 acres of land owned by the Scarborough Fish & Game Association for the wetlands mitigation and preservation purposes described in the Agreement; and

WHEREAS, SF&G is willing to have that 53 acres rezoned in order to become part of the Agreement; and

WHEREAS, SF&G is willing to submit its 53 acres to a conservation easement; and

WHEREAS, Grondin wishes to amend the Agreement in order to allow the importation and storage of aggregate materials from outside the District to be used in the mixing and processing of materials excavated or quarried onsite to create aggregate products for end users; and

WHEREAS, the ability of Grondin to undertake such mixing and processing within the District will expedite the completion of the wetlands mitigation and preservation work authorized by the Agreement, making the property within the District available for public recreational use sooner;

NOW THEREFORE, in consideration of the mutual promises made by the parties to one another, the parties covenant and agree as follows:

1. The Zoning Map of the Town of Scarborough is amended and the District is enlarged as shown on Attachment 1 hereto.
2. Section 3(c) (Permitted Uses) of the Agreement is amended by adding a new permitted use as described and limited in the following new subparagraph (v):
 - (v) Production of end-user aggregate products by the mixing and processing of naturally deposited materials excavated or mined on property within the District with materials imported

EXHIBITS

from outside the District. The imported materials can include naturally deposited material, old bituminous asphalt cement pavement, and old portland cement and pozzolan cement concrete customarily used in the construction of infrastructure. The imported material may be stored on the property temporarily pending its use to produce the end-user aggregate products. All reinforcing steel imbedded in portland or pozzolan cement concrete which is imported into the District and is removed during mixing and processing must be removed from the District on a regular basis, no longer than 90 days after it arrives in the District. Mixing and processing shall be accomplished only by mechanical crushing, screening and blending of the material, without the use of heat or the application of chemicals. Hot bituminous asphalt pavement and cement concrete shall not be manufactured on site. The mixing and processing allowed under this subparagraph (v) is limited to that portion of the property depicted as "Aggregate Material Mixing, Processing and Storage Area" on the plan attached hereto as Attachment 2. The operation of crushers, grinders, mixers and other machinery in the location shown on Attachment 2 as Crusher/Sorter #1 is limited to the hours of 9:00 a.m. to 3:00 p.m. weekdays. The operation of crushers, grinders, mixers and other machinery in the location shown on Attachment 2 as Crusher/Sorter #2 is subject to the hours of operation set forth in Section 3(j) of the Agreement.

3. Section 3(c) (Permitted Uses) of the Agreement is amended by adding a new permitted use as described and limited in the following new subparagraph (vi):

(vi) A temporary shelter for materials and equipment storage and equipment maintenance, as depicted on the plan attached hereto as Attachment 3. Maintenance activities within the District are limited to repairs and routine maintenance of on-site machinery and equipment used in the excavation, wetlands creation, wetlands reclamation and aggregate materials mixing and processing allowed under the Agreement and this Amendment. Maintenance, servicing and repairs of over-the-road vehicles are not allowed on the property.
4. The requirements of Section 3(o) of the Agreement and the June 15, 2005 memorandum from Scarborough Town Engineer Jim Wendel to Scarborough Town Manager Ron Owens shall remain in effect, except that the amount of the Payne Road Impact Fee for Zone No. 2 is revised to \$25,286.76.
5. The requirements for conservation easements under Section 3(p) shall remain in effect, except the time period for subjecting the entire property to conservation easements is changed from 20 years to "10 years after the date of this amendment," and except that, as to the approximately 53 acres owned by SF&G, SF&G shall make the designation of the land trust or other entity qualified under Maine law to be the holder of the conservation easement.
6. The requirement of Section 4 that remaining portions of the property shall be conveyed as a gift to the Town or a land trust suitable to the Town remains in effect, except the time period for completing such conveyance is changed from 20 years to "10 years after the date of this amendment," and except that the approximately 53 acres owned by SF&G shall not be required to be conveyed.
7. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.
8. Grondin shall record this Amendment in the Cumberland County Registry of Deeds within thirty (30) days after its approval by the Scarborough Town Council.

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- 9. No later than five (5) working days after commencing one or more of the uses permitted by paragraphs 2 and 3 of this Amendment, Grondin shall give written notice to the Town Engineer that the use has commenced, specifying the date of commencement. If Grondin fails to give such notice, the Town Engineer may independently determine when the use commences. In either event, the Town Engineer, in person or by agent, shall confirm by site visit that the use has commenced and then provide written notice to the Town Manager of the date of commencement of the use. At the end of six (6) months after the date of commencement of use specified by the Town Engineer, the Town Manager shall place an item on the agenda of the next regular Town Council meeting to review the operation of such use, and the Council, after notice and public hearing, shall evaluate whether there have occurred significant adverse impacts on the surrounding neighborhood which were not identified or anticipated at the time of approval of this Amendment. If the Council finds that significant adverse impacts have occurred, the Council may amend the Agreement and/or this Amendment as the Council deems necessary to address such impacts. Any such amendment would require Town Council approval only, unless the Council should elect to refer the proposed amendment to the Planning Board for a recommendation.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

WITNESS
 _____ By: _____
 GRONDIN AGGREGATES, LLC
 Philip H. Grondin, Jr., its Manager

WITNESS
 _____ By: _____
 TOWN OF SCARBOROUGH
 Ronald W. Owens, its Town Manager
 (duly authorized by vote of the
 Scarborough Town Council on
 _____, 2008)

WITNESS
 _____ By: _____
 SCARBOROUGH FISH AND GAME
 ASSOCIATION
 _____, its _____