

EXHIBITS

EXHIBIT 1

**CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH AND FRANK R. GOODWIN,
E&F LIMITED LIABILITY COMPANY
AND RAYMOND C. FIELD**

This is a Contract Zoning Agreement made as of the 15th day of July 1996, 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 E&F Limited Liability Company, with an office at 195 Pleasant Street, Brunswick, Maine, and Raymond C. Field of Scarborough, Maine, pursuant to the Contract Zoning provisions of Section II, Subsection I of the Scarborough Zoning Ordinance.

WHEREAS, E&F Limited Liability Company intends to purchase from Raymond C. Field a parcel of real estate located at 371 U.S. Route 1 in Scarborough, Maine consisting of five (5) acres (hereinafter "the property"); and

WHEREAS, the property is currently in a General Business District (B-2) under the Scarborough Zoning Ordinance; and

WHEREAS, the General Business District B-2 presently allows, as permitted uses, general retail sales, services and business space such as retail business and service establishments including warehousing and wholesale distribution but exclusive of outside sales and services; and

WHEREAS, the property contains several select mature trees along the Route 1 frontage, and a resource protection area to the North which will be reserved, and will include extensive interior landscaping, all of which provide a unique amount and quality of vegetative buffering; and

WHEREAS, E&F Limited Liability Company wishes to develop the property as a Land Rover Automobile Dealership with outdoor sales and services which are not permitted in the B-2 Zone; and

WHEREAS, E&F Limited Liability Company has requested a rezoning of the property to permit an Automobile Dealership with outdoor sales and services; and

WHEREAS, the size, location, configuration and topography of this site permit a level of buffering, landscaping and site design which will mitigate what might otherwise be adverse impacts of outdoor displays, storage and sales, provided the operation is restricted to the density, scale and intensity proposed by E&F Limited Liability Company and further provided that the restrictions of this Contract Zoning Agreement and the site plan approval are strictly observed; and

WHEREAS, the Scarborough Planning Board, pursuant to Section II, Paragraph G, Subsection 3 of the Zoning Ordinance and 30-A M.R.S.A. §4352(8), and after notice and hearing and due deliberation thereon, recommended the rezoning of the property as aforesaid; and

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

WHEREAS, the Town of Scarborough, by and through its Town Council, had 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 July 3, 1996.

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

EXHIBITS

1. The Town will amend the Zoning Map of the Town of Scarborough, by adopting the map change amendment shown on Attachment 1.
2. E&F Limited Liability Company is authorized to create an automobile dealership at the property consisting of one building. The initial phases will be constructed within one year after execution of this agreement. Construction of the facility shall be subject to the following conditions:
 - (a) The maximum allowable building footprint for the building shall be 8,075 s.f. and the maximum building height shall be two stories. It is anticipated that the initial structure will be approximately 5,000 s.f. and be programmed to support an expansion phase as business conditions permit.
 - (b) The uses allowed on the property shall be limited to an automobile dealership with outdoor sales, display and storage of motor vehicles.
 - (c) Building design, style and materials shall be substantially as depicted on the building elevations submitted during site plan review.
 - (d) The property shall be landscaped to enhance the general appearance of the project from U.S. Route 1 and surrounding properties as determined by the Planning Board at the time of site plan approval. After the date of approval of this Contract Zoning Agreement by the Scarborough Town Council, no trees or other vegetation existing on that date shall be removed except as indicated in an approved site plan. The landscaping shall be maintained by E&F Limited Liability Company or its successors in interest.
 - (e) With the exception of emergency situations, the hours during which the business may be open to the public shall be limited to between 6:00 a.m. and 9:00 p.m. Monday through Saturday.
 - (f) Upon completion of the access road bisecting the parcel (whether designed as a public street or a private road), as constructed by others, and no later than 30 days after pavement is applied, E&F Limited Liability Company or its successors in interest will construct a second access point at the rear of the parcel as shown on the plan. This access will serve exiting traffic. The existing driveway at Route 1 then will be limited to entering traffic only, as shown on the approved site plan.
 - (g) The sub parcel west of the future access road will be selectively trimmed to provide control of the visual appearance of the facility. No further development of the area is permitted. The sub parcel does not meet the dimensional requirements for a lot under the Scarborough Zoning Ordinance, shall not be built upon and shall not have the status of a non-conforming lot of record under Section III.B of the Scarborough Zoning Ordinance.
 - (h) The property subject to this Contract Zoning Agreement shall be developed and used only in accordance with the site plan approved by the Scarborough Planning Board on May 28, 1996, as that site plan may be Amended from time to time pursuant to the provisions of the Scarborough Site Plan Review Ordinance. Any amendment which involves the following changes will require an amendment to this Contract Zoning Agreement:
 - (i) Any increase in the square footage of the area utilized for outdoor display, storage or parking of vehicles on the site; and

EXHIBITS

- (ii) Relocation of any outdoor vehicle storage, display or parking area to any part of the site closer to the property boundaries or to the road sidelines than shown on the original approved site plan.
 - (i) Revisions to the site plan needed to reflect construction of a roadway and installation of utilities in the area shown as "Reserved for a Roadway" shall not require revision of this Contract Zoning Agreement.
3. E&F Limited Liability Company shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after its approval by the Scarborough Town Council.
 4. 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 E&F Limited Liability Company, and Raymond C. Field or their successors in interest.

This is the sole zoning for the property and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying B-2 Zoning District shall apply. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the property, shall bind E&F Limited Liability Company and Raymond C. Field, 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.

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.

In the event that E&F Limited Liability Company or Raymond C. Field or their successors or assigns fail to develop the project in accordance with this Contract, or in the event of any other breach hereof, this Contract 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.

WITNESS:

TOWN OF SCARBOROUGH

/s/ Laurel R. Nadeau

/s/ Carl L. Betterley

Its Town Manager (duly authorized by vote of the Scarborough Town Council on July 3, 1996)

E&F LIMITED LIABILITY COMPANY

/s/ Laurel R. Nadeau

/s/ Frank R. Goodwin

Its Managing Member

/s/ Laurel R. Nadeau

/s/ Raymond C. Field, Owner

EXHIBITS

FIRST AMENDMENT TO EXHIBIT 1

**CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH AND
FRANK R. GOODWIN, E&F LIMITED LIABILITY COMPANY
AND RAYMOND C. FIELD**

WHEREAS, E&F Limited Liability Company (“E&F”) entered into a Contract Zoning Agreement with the Town of Scarborough on the 15th date of July 1996 (the “Contract”), a copy of which is attached hereto as Exhibit 1; and,

WHEREAS, E&F acquired certain real estate from Raymond C. Field by two deeds dated June 21, 1996 and recorded in the Cumberland County Registry of Deeds at Book 12576 Page 54 and by Corrective Warranty Deed dated October 27, 1997, recorded in the Cumberland County Registry of Deeds at Book 13402, Page 45; and,

WHEREAS, E&F wishes to build an addition to its existing building on the north side of the building away from U.S. Route One, which addition is to be used for the purposes of automotive sales and service; and,

WHEREAS, in order to have the proper setbacks, E&F has acquired an approximate additional 17,070 square feet by Deed of KDA LLC (successor to Raymond Field), which deed was dated April 10, 2000 and recorded in the Cumberland County Registry of Deeds at Book 15410, Page 322; and,

WHEREAS, the original Contract, Exhibit 1, at paragraph 2, states that E&F was authorized to create an automobile dealership with the initial structure of approximately 5000 square feet and that the maximum allowable footprint for the building shall be 8075 square feet; and,

WHEREAS, the current initial structure is 5495 square feet and the anticipated addition to the structure will be 3826 square feet for a total building footprint of 9321 square feet; and,

WHEREAS, the addition to the automobile dealership may involve an increase in the square footage of the area utilized for outdoor display, storage or parking of vehicles and may involve the relocation of outdoor vehicle storage, display or parking areas of the site closer to the property boundaries or road sidelines than shown on the originally approved site plan; and,

WHEREAS, the size, location, configuration and topography of this site permit a level of buffering, landscaping and site design which will mitigate what might otherwise be adverse impacts of outdoor displays, storage and sales, because the additional square footage of the building is aware from U.S. Route One and will provide no parking closer to U.S. Route One than already exists; and,

WHEREAS, the Amendment to the Contract Zoning Agreement would be consistent with the policies and future land use plan of part three of the Scarborough Comprehensive Plan and is permitted pursuant to the Zoning Ordinance and Maine Law and is consistent with the existing and permitted uses within the original zoning classification.

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

1. The Town will amend the Zoning Map of the Town of Scarborough by adopting the map change shown on Attachment 1 hereto.
2. All references in the original Contract Zoning Agreement to the “site plan” shall hereafter mean the amended site plan approved by the Scarborough Planning Board on August 14, 2000.

EXHIBITS

3. Upon approval of an amended site plan by the Scarborough Planning Board, E&F Limited Liability Company is authorized to construct the addition to the automobile dealership as portrayed on the Attached Exhibit B. The additional construction will be completed within 12 months after execution of this Agreement. Construction of the addition shall be subject to the following conditions:
 - a. The maximum allowable building footprint for the building shall be 9325 square feet and the maximum building height shall be two stories.
 - b. Building design, style and materials for the addition shall be substantially as depicted on the building elevation submitted during site plan review.
 - c. No trees or other vegetation existing on the date of this Agreement shall be removed except as indicated in the approved addition site plan.
4. Except as amended hereby, E&F Limited Liability Company reaffirms each and every provision of the Contract Zoning Agreement, Exhibit A.
5. E&F Limited Liability Company shall record this Amendment to the Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after its approval by the Scarborough Town Council.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Contract Zoning Agreement this day of October, 2000.

WITNESS:

TOWN OF SCARBOROUGH

/s/

by:/s/ Its: Town Manager (duly authorized by a vote of the Scarborough Town Council on October 2, 2000.)

WITNESS:

E&F LIMITED LIABILITY COMPANY

/s/

by:/s/Frank R. Goodwin
Its: Managing Member

STATE OF MAINE

COUNTY OF CUMBERLAND _____,2000

Personally appeared the above named _____, in his/her capacity as Scarborough Town Manager and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public / Attorney at Law

STATE OF MAINE

COUNTY OF CUMBERLAND _____,2000

Personally appeared the above named Frank R. Goodwin in his capacity as Managing Member of E&F Limited Liability Company and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public / Attorney at Law

SECOND AMENDMENT TO EXHIBIT I

**CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH AND
FRANK R. GOODWIN, E & F LIMITED LIABILITY COMPANY
AND RAYMOND C. FIELD**

WHEREAS, E & F Limited Liability Company (“E & F”) entered into a Contract Zoning Agreement with the Town of Scarborough on the 15th day of July 1996 (the “Contract”), a copy of which is attached hereto as Schedule A; and,

WHEREAS, E & F acquired certain real estate from Raymond C. Field by two deeds dated June 21, 1996 and recorded in the Cumberland County Registry of Deeds at Book 12576 Page 54 and by Corrective Warranty Deed dated October 27, 1997, recorded in the Cumberland County Registry of Deeds at Book 13402, Page 45; and,

WHEREAS, E & F built a 3,826 square foot addition to its existing building on the north side of the building away from U.S. Route One, which addition is used for the purposes of automobile sales and service pursuant to a First Amendment to the Contract, dated October 2, 2000, a copy of which is attached hereto as Schedule B; and,

WHEREAS, in order to have the proper set backs, E & F acquired an approximate additional 17,070 square feet by deed of KDA LLC (successor to Raymond Field), which deed was dated April 10, 2000 and recorded in the Cumberland County Registry of Deeds at Book 15410, Page 322; and,

WHEREAS, the Amended Contract, Schedule B, at paragraph 3(a), states that E & F was authorized to have an automobile dealership with the structure of 9,325 square feet; and,

WHEREAS, the current initial structure is 9,321 square feet and the anticipated additions to the structure will be 4409 square feet for a total building footprint of 13730 square feet; and,

WHEREAS, the addition to the automobile dealership will also involve an increase in the square footage of the area utilized for outdoor display, storage or parking of vehicles. An additional 9 parking spaces, 8 new spaces being visible from the road will bring the total number of parking spaces to 108, 16 of which will be visible from the road. The relocation of outdoor vehicle storage and display or parking areas to parts of the site closer to the property boundaries or road sidelines than shown on the originally approved site plan is contemplated; and,

WHEREAS, the size, location, configuration and topography of this site permit a level of buffering, landscaping and site design which will mitigate what might otherwise be adverse impacts of outdoor displays, storage and sales, because the additional square footage of the building is away from U.S. Route One.

WHEREAS, the Amendment to the Contract Zoning Agreement would be consistent with the policies and future land use plan of part three of the Scarborough Comprehensive Plan and is permitted pursuant to the Zoning Ordinance and Maine Law and is consistent with the existing and permitted uses within the original zoning classification.

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

1. The Town will amend the Zoning Map of the Town of Scarborough by adopting the map change shown on Schedule C hereto.
2. All references in the original Contract Zoning Agreement, the First Amendment to the Contract and the Second Amendment to the Contract, to the “site plan” shall hereafter mean the amended site plan approved by the Scarborough Planning Board on June 1, 2004, attached hereto as Schedule D.

EXHIBITS

3. Upon approval of an amended site plan by the Scarborough Planning Board, E & F Limited Liability Company is authorized to construct the addition to the automobile dealership as portrayed on the Attached Schedule C. The additional construction will be completed within 12 months after execution of this Agreement. Construction of the addition shall be subject to the following conditions:
 - a. The maximum allowable building footprint for the building shall be 13730 square feet and the maximum building height shall be two stories.
 - b. Building design, style and materials for the addition shall be substantially as depicted on the building elevation submitted during site plan review.
 - c. No trees or other vegetation existing on the date of this Agreement shall be removed except as indicated in the approved addition site plan.
4. Except as amended hereby, E & F Limited Liability Company reaffirms each and every provision of the Contract Zoning Agreement, Schedule A and the First Amendment, Schedule B.
5. E & F Limited Liability Company shall record this Amendment to Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after its approval by the Scarborough Town Council.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Contract Zoning Agreement this _____ day of _____, 2004.

WITNESS:

TOWN OF SCARBOROUGH

By: _____

Its: Town Manager (duly authorized by a vote of the Scarborough Town Council on July 21, 2004)

E & F LIMITED LIABILITY COMPANY

By: _____

Frank R. Goodwin
Its: Managing Member

STATE OF MAINE

COUNTY OF CUMBERLAND

_____, 2004

Personally appeared the above named _____, in his/her capacity as Scarborough Town Manager and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public/Attorney at Law

STATE OF MAINE

COUNTY OF _____

_____, 2004

Personally appeared the above named Frank R. Goodwin in his capacity as Managing Member of E & F Limited Liability Company and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/Attorney at Law

EXHIBITS

**THIRD AMENDMENT TO EXHIBIT I
CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH AND
FRANK R. GOODWIN, E & F LIMITED LIABILITY COMPANY
AND RAYMOND C. FIELD**

WHEREAS, E & F Limited Liability Company (“E & F”) entered into a Contract Zoning Agreement with the Town of Scarborough on the 15th day of July 1996 (the “Contract”), a copy of which is attached hereto as Schedule A; and,

WHEREAS, E & F acquired certain real estate from Raymond C. Field by two deeds dated June 21, 1996 and recorded in the Cumberland County Registry of Deeds at Book 12576 Page 54 and by Corrective Warranty Deed dated October 27, 1997, recorded in the Cumberland County Registry of Deeds at Book 13402, Page 45; and,

WHEREAS, E & F built a 3,826 square foot addition to its existing building on the north side of the building away from U.S. Route One, which addition is used for the purposes of automobile sales and service pursuant to a First Amendment to the Contract, dated October 2, 2000, a copy of which is attached hereto as Schedule B; and,

WHEREAS, in order to have the proper setbacks, E & F acquired an approximate additional 17,070 square feet by deed of KDA LLC (successor to Raymond Field), which deed was dated April 10, 2000 and recorded in the Cumberland County Registry of Deeds at Book 15410, Page 322; and,

WHEREAS, the Amended Contract, Schedule B, at paragraph 3(a), states that E & F was authorized to have an automobile dealership with the structure of 13,730 square feet; and,

WHEREAS, the current initial structure is 13,730 square feet and the anticipated additions to the structure will be 1000 square feet for a total building footprint of 14730 square feet; and,

WHEREAS, the addition to the automobile dealership will also involve an increase in the square footage of the area utilized for outdoor display, storage or parking of vehicles. An additional 7 parking spaces, 7 new spaces being visible from the road will bring the total number of parking spaces to 115, 23 of which will be visible from the road. The relocation of outdoor vehicle storage and display or parking areas to parts of the site closer to the property boundaries or road sidelines than shown on the originally approved site plan is contemplated; and,

WHEREAS, the size, location, configuration and topography of this site permit a level of buffering, landscaping and site design which will mitigate what might otherwise be adverse impacts of outdoor displays, storage and sales, because the additional square footage of the building is away from U.S. Route One.

WHEREAS, the Amendment to the Contract Zoning Agreement would be consistent with the policies and future land use plan of part three of the Scarborough Comprehensive Plan and is permitted pursuant to the Zoning Ordinance and Maine Law and is consistent with the existing and permitted uses within the original zoning classification.

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

1. The Town will amend the Zoning Map of the Town of Scarborough by adopting the map change shown on Schedule C hereto.
2. All references in the original Contract Zoning Agreement, the First Amendment to the Contract and the Second Amendment to the Contract, and the Third Amendment to the Contract to the “site plan” shall hereafter mean the amended site plan approved by the Scarborough Planning Board on (TBD), 2016, attached hereto as Schedule D.

EXHIBITS

3. Upon approval of an amended site plan by the Scarborough Planning Board, E & F Limited Liability Company is authorized to construct the addition to the automobile dealership as portrayed on the Attached Schedule C. The additional construction will be completed within 12 months after execution of this Agreement. Construction of the addition shall be subject to the following conditions:
 - a. The maximum allowable building footprint for the building shall be 14,730 square feet and the maximum building height shall be two stories.
 - b. Building design, style and materials for the addition shall be substantially as depicted on the building elevation plans prepared by Ryan Senatore Architecture dated May 13, 2016, submitted during site plan review.
 - c. No trees or other vegetation existing on the date of this Agreement shall be removed except as indicated in the approved addition site plan.
4. Except as amended hereby, E & F Limited Liability Company reaffirms each and every provision of the Contract Zoning Agreement, Schedule A and the First Amendment, Schedule B.
5. E & F Limited Liability Company shall record this Amendment to Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after its approval by the Scarborough Town Council.

The parties hereto have executed this Third Amendment to Contract Zoning Agreement this _____ day of _____, 2016.

WITNESS:

TOWN OF SCARBOROUGH

By: _____

Its: Town Manager (duly authorized by a vote of _____ the Scarborough Town Council on (TBD), 2016

E & F LIMITED LIABILITY COMPANY

By: _____

Frank R. Goodwin

Its: Managing Member

STATE OF MAINE

COUNTY OF CUMBERLAND

_____, 2016

Personally appeared the above named _____, in his/her capacity as Scarborough Town Manager and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public/Attorney at Law

STATE OF MAINE

COUNTY OF _____

_____, 2016

Personally appeared the above named Frank R. Goodwin in his capacity as Managing Member of E & F Limited Liability Company and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/Attorney at Law

FOURTH AMENDMENT TO EXHIBIT 1

**FOURTH AMENDMENT TO EXHIBIT I
CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH AND
FRANK R. GOODWIN, E & F LIMITED LIABILITY COMPANY
AND RAYMOND C. FIELD**

WHEREAS, E & F Limited Liability Company (“E & F”) entered into a Contract Zoning Agreement with the Town of Scarborough on the 15th day of July 1996 (the “Contract”), a copy of which is attached hereto as Schedule A; and,

WHEREAS, E & F acquired certain real estate from Raymond C. Field by two deeds dated June 21, 1996 and recorded in the Cumberland County Registry of Deeds at Book 12576 Page 54 and by Corrective Warranty Deed dated October 27, 1997, recorded in the Cumberland County Registry of Deeds at Book 13402, Page 45; and,

WHEREAS, E & F built a 3,826 square foot addition to its existing building on the north side of the building away from U.S. Route One, which addition is used for the purposes of automobile sales and service pursuant to a First Amendment to the Contract, dated October 2, 2000, a copy of which is attached hereto as Schedule B; and,

WHEREAS, in order to have the proper setbacks, E & F acquired an approximate additional 17,070 square feet by deed of KDA LLC (successor to Raymond Field), which deed was dated April 10, 2000 and recorded in the Cumberland County Registry of Deeds at Book 15410, Page 322; and,

WHEREAS, the Amended Contract, Schedule B, at paragraph 3(a), states that E & F was authorized to have an automobile dealership with the structure of 13,730 square feet; and,

WHEREAS, the current initial structure is 13,730 square feet and the anticipated additions to the structure will be 2,270 square feet for a total building footprint of 16,500 square feet; and,

WHEREAS, the addition to the automobile dealership will also involve an increase in the square footage of the area utilized for outdoor display, storage or parking of vehicles. An additional 7 parking spaces, 5 new spaces being visible from the road will bring the total number of parking spaces to 115, 23 of which will be visible from the road. The relocation of outdoor vehicle storage and display or parking areas to parts of the site closer to the property boundaries or road sidelines than shown on the originally approved site plan is contemplated; and,

WHEREAS, the size, location, configuration and topography of this site permit a level of buffering, landscaping and site design which will mitigate what might otherwise be adverse impacts of outdoor displays, storage and sales, because the additional square footage of the building is away from U.S. Route One.

WHEREAS, the Amendment to the Contract Zoning Agreement would be consistent with the policies and future land use plan of part three of the Scarborough Comprehensive Plan and is permitted pursuant to the Zoning Ordinance and Maine Law and is consistent with the existing and permitted uses within the original zoning classification.

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

1. The Town will amend the Zoning Map of the Town of Scarborough by adopting the map change shown on Schedule C hereto.
2. All references in the original Contract Zoning Agreement, the First Amendment to the Contract, the Second Amendment to the Contract, the Third Amendment to the Contract, and the Fourth Amendment to the contract and to the “site plan” shall hereafter mean the amended site plan approved by the Scarborough Planning Board on (TBD), 2017, attached hereto as Schedule D.

EXHIBITS

3. Upon approval of an amended site plan by the Scarborough Planning Board, E & F Limited Liability Company is authorized to construct the addition to the automobile dealership as portrayed on the Attached Schedule C. The additional construction will be completed within 12 months after execution of this Agreement. Construction of the addition shall be subject to the following conditions:
 - a. The maximum allowable building footprint for the building shall be 16,500 square feet and the maximum building height shall be two stories.
 - b. Building design, style and materials for the addition shall be substantially as depicted on the building elevation plans as prepared by Ryan Senatore Architecture dated TBD 2017, submitted during Site Plan Review.
 - c. No trees or other vegetation existing on the date of this Agreement shall be removed except as indicated in the approved addition site plan.
4. Except as amended hereby, E & F Limited Liability Company reaffirms each and every provision of the Contract Zoning Agreement, Schedule A and the First Amendment, Schedule B.
5. E & F Limited Liability Company shall record this Amendment to Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after its approval by the Scarborough Town Council.

The parties hereto have executed this Third Amendment to Contract Zoning Agreement this _____ day of _____, 2017.

WITNESS:

TOWN OF SCARBOROUGH

By: _____

Its: Town Manager (duly authorized by a vote of _____ the Scarborough Town Council on (TBD), 2017)

E & F LIMITED LIABILITY COMPANY

By: _____

Frank R. Goodwin Its: Managing Member

STATE OF MAINE

COUNTY OF CUMBERLAND

_____, 2017

Personally appeared the above named _____, in his/her capacity as Scarborough Town Manager and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public/Attorney at Law

STATE OF MAINE

COUNTY OF _____

_____, 2017

Personally appeared the above named Frank R. Goodwin in his capacity as Managing Member of E & F Limited Liability Company and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/Attorney at Law