

EXHIBIT 10

**CONTRACT ZONING AGREEMENT
BETWEEN AND AMONG
THE TOWN OF SCARBOROUGH, SCARBOROUGH LAND CONSERVATION TRUST,
JOHN BLISS AND STACY BRENNER**

This is a Contract Zoning Agreement made as of the 22 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"), SCARBOROUGH LAND CONSERVATION TRUST, a Maine non-profit corporation with its locus of activity in Scarborough, Maine (hereinafter the "Owner"), and JOHN BLISS and STACY BRENNER of Scarborough, Maine (hereinafter the "Applicants"), pursuant to the Contract Zoning provisions of Section II, Subsection I of the Scarborough Zoning Ordinance.

WHEREAS, the Applicants lease from the Owner and occupy a parcel of real estate now known as Broadturn Farm, located at 388 Broadturn Road in Scarborough, Maine, consisting of four hundred and thirty four (434) acres, more or less (hereinafter the "Property"); and

WHEREAS, the Property is currently in a Rural Residence Farming, and Manufactured Housing District (R-F-M) under the Scarborough Zoning Ordinance; and

WHEREAS, the Rural Residence Farming, and Manufactured Housing District (R-F-M Zone) presently allows, as permitted uses, among others, general purpose farming, including retail sales of farm produce located on the same premises; accessory uses and buildings, accessory stables, beehives and rabbit warrens kennels, but exclusive of abattoirs and piggeries; single family detached dwellings, exclusive of individual mobile homes; and home occupations (as a Special Exception); and

WHEREAS, the Applicants wish to place certain structures on the Property and to use and operate the Property for certain purposes which are not expressly provided for in the R-F-M Zone; and

WHEREAS, the Applicants have requested a rezoning of the Property to permit such structures, uses and operations; and

WHEREAS, the overall usage, operation, size, location, configuration and topography of this site and the potential benefits to the public of the structures, uses and operations permitted by this Contract Zoning Agreement will all serve to mitigate what might otherwise be any potential adverse impacts of such structures, uses and operations; 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 a portion 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; and

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 May 21, 2008;

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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 hereby amends the Zoning Map of the Town of Scarborough, by adopting the map change amendment shown on Attachment 1.

In addition to those allowed in the R-F-M District, the following uses, activities, buildings and structures are allowed on the Property:

2. A summer day camp for children of ages 4-15, subject to the following conditions:

(a) The camp may have a maximum of fifty [50] children in attendance on any given weekday during the Summer season, including up to forty [40] campers and up to ten [10] volunteer junior counselors.

3. Pasture-raising of pigs and construction and maintenance of suitable shelter for them, subject to the following conditions:

(a) No more than two [2] breeding sows and their offspring intended for market may be kept on the Property at any one time.

4. Public events that are designed for the enjoyment or education of the public and/or to promote agricultural products, services, or experiences on the farm, subject to the following conditions:

(a) The attendance at any such event is limited to two hundred [200] people at any one time.

(b) Parking will be provided along the access roads in the fields on either side of Hanson Road.

(c) Portable toilets will be provided to accommodate the attendees.

(d) Such events will be held on no more than seven (7) days during any calendar year.

5. Celebratory events such as weddings or wedding-like parties, subject to the following conditions:

(a) The attendance at any such event will is limited to two hundred [200] people.

(b) Parking will be provided along the access roads in the fields on either side of Hanson Road.

(c) Portable toilets will be provided to accommodate the attendees.

(d) Any service, sale or consumption of any alcoholic beverages shall be in compliance with State law.

(e) Such events may include the provision of goods and services by third-party vendors, including but not limited to catered food preparation and serving and musical performances or other entertainment.

(f) Such events may be held only between May 1 and October 1 and shall be held on no more than ten (10) days during any calendar year.

6. A commercial kitchen for the purpose of producing value added goods derived from farm products, subject to the following conditions:

(a) The kitchen will be constructed in one of the existing outbuildings.

(b) The kitchen will be operated in compliance with all applicable local, state and federal laws and regulations.

7. Up to three [3] cabins with dimensions no greater than 14' x 16', subject to the following conditions:

(a) The cabins' use and location shall have been reviewed and approved by the Town of Scarborough Planning Board under the Scarborough Site Plan Review Ordinance.

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(b) The cabins will not be permanent residential structures and will be used solely to house farm apprentices and employees for no more than eight [8] months per year and for agricultural, recreational or conservation purposes.

(c) The cabins will be located along an existing access road off of Hanson Road. The structures will be located away from the fields so as not to affect the visual landscape of the farm for passersby of scenic vistas or views.

(d) The cabins will be placed in conformance with the setback requirements of the Zoning Ordinance of the Town of Scarborough and any applicable requirements of State law.

(e) The cabins will be placed on cinder block foundations and will be able to be moved, relocated or removed.

(f) Occupants of the cabins will have access at all times to facilities, including kitchen, showers and bathrooms, inside the main farm house.

(g) The cabins will be equipped and maintained in conformity with all applicable local and state code and safety requirements, including but not limited to, plumbing codes.

8. 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, the Applicants, Owner and/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 R-F-M Zoning District shall apply. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall inure to the benefit of and bind the Applicants, the Owner, their successors in interest and assigns of said Property or any part thereof, and shall inure to the benefit of and be binding upon and 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 the Applicants or the Owner or their successors or assigns fail to use and operate the Property in accordance with this Contract Zoning Agreement, or in the event of any other breach hereof, this Contract Zoning 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.

WITNESS:

TOWN OF SCARBOROUGH

name of witness

By _____
Ronald W. Owens
Its Town Manager (duly authorized by vote of the
Scarborough Town Council on May 21, 2008)

name of witness

JOHN BLISS

name of witness

STACY BRENNER

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SCARBOROUGH LAND CONSERVATION TRUST

name of witness

By _____
Laurene Swaney
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2008

Personally appeared the above named Ronald W. Owens, Town Manager of the Town of Scarborough, and acknowledged the foregoing instrument to be his free act deed in his said capacity and the free act and deed of said Town of Scarborough.

Before me,

Notary Public/Attorney at Law

print name

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2008

Personally appeared the above named John Bliss, and acknowledged the foregoing instrument to be his free act deed.

Before me,

Notary Public/Attorney at Law

print name

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2008

Personally appeared the above named Stacy Brenner, and acknowledged the foregoing instrument to be her free act deed.

Before me,

Notary Public/Attorney at Law

print name

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STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2008

Personally appeared the above named Laurene Swaney, President of the Scarborough Land Trust, and acknowledged the foregoing instrument to be her free act deed in her said capacity and the free act and deed of said Scarborough Land Trust.

Before me,

Notary Public/Attorney at Law

print name

Attachment 1
Zoning Map Amendment Change

