

**AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – APRIL 18, 2018
REGULAR MEETING – 7:00 P.M.**

NO NEW BUSINESS SHALL BE TAKEN UP AFTER 10:00 P.M.

- Item 1.** Call to Order.
- Item 2.** Pledge of Allegiance.
- Item 3.** Roll Call.
- Item 4.** General Public Comments.*
- Item 5.** Minutes: April 4, 2018 - Regular Town Council Meeting.
April 11, 2018 - Special Town Council Meeting.
- Item 6.** Adjustment to the Agenda.
- Item 7.** Items to be signed: a. Treasurer's Warrants.

***Procedure for Addressing Council** [Posted in Chambers.]

Order No. 18-028, 7:00 p.m. Public hearing and action on the new request for a Massage Establishment License from Robert H. Jennings, d/b/a White Water Massage, located at 183 US Route One, Unit E. *[Town Clerk]*

OLD BUSINESS:

Order No. 18-025. Second reading on the proposed amendments Chapter 313-A, the Town of Scarborough Property Tax Assistance Ordinance, Section 5. Determination of Eligibility and Amount of Eligibility; subsection 2. Eligibility for Renters and update the application form. *[Ordinance Committee]*

NEW BUSINESS:

Order No. 18-029. First reading and refer to the Planning Board on the proposed fifth amendment to Contract Zone I – Frank R. Goodwin, E & F Limited Liability Company and Raymond C. Field [Land Rover Dealership], located at 371 US Route One. *[Contract Zone Applicant]*

Order No. 18-030. First reading and refer to the Planning Board on the proposed amendments to Chapter 405 - the Zoning Ordinance of the Town of Scarborough, Maine Section VI. Definitions and Section XVII.B. Haigis Parkway District, HP – B Permitted Uses, Conventional and Planned Developments. *[Planning Department]*

Order No. 18-031. First reading and refer to the Planning Board on the proposed amendments to Chapter 405 - the Zoning Ordinance of the Town of Scarborough as presented. *[Crossroads Holdings LLC/LRPC]*

Order No. 18-032. First reading and refer to the Planning Board the proposed amendments to the Town of Scarborough Zoning Map. *[Crossroads Holdings LLC/LRPC]*

Item 8. Non Action Items.

Item 9. Standing and Special Committee Reports and Liaison Reports.

Item 10. Town Manager Report.

Item 11. Council Member Comments.

Item 12. Adjournment.

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SCARBOROUGH TOWN COUNCIL
WEDNESDAY – APRIL 18, 2018
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Order No. 18-028. Move approval on the new request for a Massage Establishment License from Robert H. Jennings, d/b/a White Water Massage, located at 183 US Route One, Unit E. *[Town Clerk]*

Town Clerk

Ought to Pass

Sponsor

Recommendation

04/18/18 – Vote:

First Reading/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

Town of Scarborough, Maine

Town Clerk's Office

259 US ROUTE ONE

PO BOX 360

SCARBOROUGH, MAINE • 04070-0360

TO: Town Council Members

FROM: Yolande P. Justice, Town Clerk

DATE: April 13, 2018

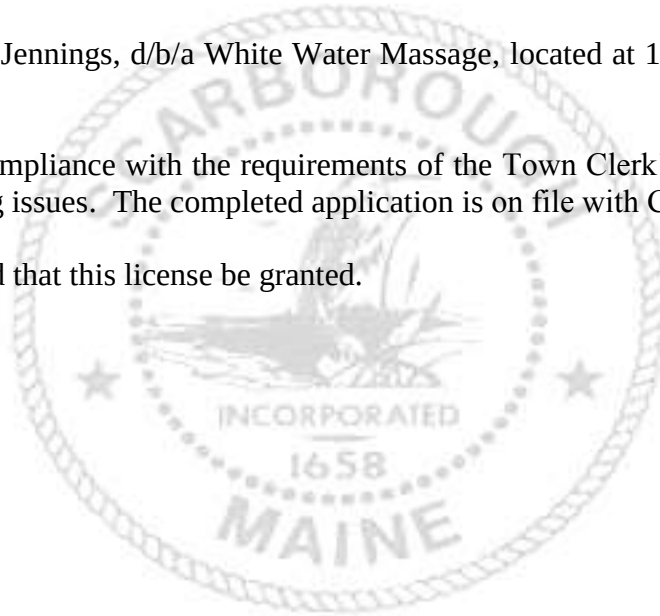
RE: New Request for a Massage Establishment License

The following applicant is requesting approval on the Massage Establishment License:

- Robert H. Jennings, d/b/a White Water Massage, located at 183 US Route One, Unit E.

Applicant is in compliance with the requirements of the Town Clerk's Office and there are no outstanding issues. The completed application is on file with Clerk's Office.

It is recommended that this license be granted.



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Order No. 18-025. Move approval of the second reading on the proposed amendments Chapter 313-A, the Town of Scarborough Property Tax Assistance Ordinance, Section 5. Determination of Eligibility and Amount of Eligibility; subsection 2. Eligibility for Renters and update the application form. *[Ordinance Committee]*

Ordinance Committee

Ought to Pass

Sponsor

Recommendation

03/21/18 - Vote: 7 Yeas.

First Reading/Vote

04/04/18

Public Hearing

04/18/18 – Vote:

Second Reading/Final Approval/Vote

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that the following amendments to Chapter 313-A - the Town of Scarborough Property Tax Assistance Ordinance, be and hereby is amended, as follows (*additions are underlined; deletions are struck through*):

**CHAPTER 313-A
TOWN OF SCARBOROUGH PROPERTY TAX ASSISTANCE ORDINANCE**

Section 5. Determination of eligibility and amount of eligibility [amended 11/07/17]

1. Eligibility for Homeowners

If the Tax Assessor determines that the applicant is eligible to participate in the Program, he/she shall determine the amount of the benefit paid. The amount shall be the least of the following:

- a. The amount, if any, by which (i) the taxes assessed for fiscal year of the Town beginning on July 1 of the preceding calendar year exceeds (ii) 5% of the federal adjusted gross income of the applicant (plus that of any other adult members of the applicant's household); or
- b. A pro-rata share of the available monies in the Program Fund, including any amount in the Property Tax Assistance Reserve Account, allocated based on the amount of the refunds determined under sub-section a for all eligible applicants; or
- c. \$600.00. [06/07/17]

In the case of applicants who did not file federal income tax returns, the Tax Assessor, upon presentation of adequate information returns and other information, shall calculate the federal adjusted gross income.

2. Eligibility for Renters

In the case of renters, the tax assessed for purposes of Section 5.1.a(i) shall be deemed to ~~be~~ include 18% of the rent payable from own funds by applicant (and other adult members of applicant's household) in the preceding calendar year. The Tax Assessor, upon presentation of adequate documents and other information, shall determine the amount of rent.



Town of Scarborough, Maine

Assessor's Office

P O B O X 3 6 0

S C A R B O R O U G H , M A I N E • 0 4 0 7 0 - 0 3 6 0

Property Tax Assistance Program

Determination of Eligibility and Benefits

For Property Tax Assessed as of April 1, 2016

Application Deadline – October 16, 2017

1. Name of owner(s): _____ Phone: _____
2. Address of Property: _____ E-Mail: _____
- 2a. Mailing address (*if different*): _____
3. Date of Birth: _____ **Document Presented:** _____ ME Drivers License/ID
Applicants must be 62 on 10/15/2017 _____ US Passport
Born on/before 10/15/1955 _____ Other _____
4. Resident of Scarborough **Document Presented:** _____ Assessing Record
For at least 10 years on 10/15/2017 _____ Other _____
5. Federal Adjusted Gross Income **Document Presented:** _____ 1040
From Filed Federal Tax Return _____ Social Sec. Benefit Statement
Form 1040, 1040-A, or 1040-EZ _____
6. Additional income of other adults in household _____
7. Total Income (Line 5 plus Line 6) _____
8. Income Limit \$50,000
a. If line 7 exceeds line 8: STOP: No benefit paid
9. Benefit Threshold
5% of Line 7 _____
10. Real Estate Tax Assessed
July 1, 2016 through June 30, 2017 (FY 2017) _____
11. Excess of Tax Assessed over Benefit Threshold
Line 10 minus Line 9. If line 10 does not exceed
Line 9: STOP: No benefit paid _____
12. Benefit Cap \$500
13. Benefit Determined (Check Mailed by 12/15/2017) _____
Lesser of Excess Tax or Benefit Cap
(Lesser of Line 11 or Line 12)

Important note: Items 3, 4, & 5 above require documentation to be presented to Assessing staff. IF you did not file a Federal Tax Return Please bring your 2016 Social Security Benefit statement.

Oath: I certify that the information contained herein is accurate to the best of my knowledge and belief, under penalties of perjury.

Signed: _____ Date: _____

Approved by: _____ Date: _____

Town of Scarborough, Maine

Assessor's Office

PO Box 360 Scarborough, Maine 04070

**NEW
APPLICATION**

M/L: _____

Acct #: _____

Dept Approval: _____

Property Tax Assistance Program -Owner

Determination of Eligibility and Benefits for Property Tax Assessed as of April 1, 2017

Application Deadline – October 15, 2018

1. Name of Owner(s): _____ Phone: _____
2. Address of Property: _____ E-Mail: _____
2a. Mailing address (if different): _____
3. Date of Birth: _____ **Document Presented:** _____ ME Driver's License/ID
Applicants must be 62 on 10/15/2018 _____ US Passport
Born on/before 10/15/1956 _____ Other _____
4. Resident of Scarborough **Document Presented:** _____ Assessing Record
For at least 10 years on 10/15/2018 _____ MH Park Rent if Applicable
_____ Other _____
_____ Oath _____
5. Federal Adjusted Gross Income **Document Presented:** _____ 1040
From Filed Federal Tax Return _____ Social Sec. Benefit Statement
Form 1040, 1040-A, or 1040-EZ _____
6. Additional income of other adults in household _____
7. Total Income (Line 5 plus Line 6) _____
8. Income Limit \$50,000
a. If line 7 exceeds line 8: STOP: No benefit paid
9. Benefit Threshold _____
5% of Line 7
10. Real Estate Tax Assessed _____
July 1, 2017 through June 30, 2018 (FY2018)
11. Residential MH Park Rent (If Applicable) _____
July 1, 2017 through June 30, 2018 (FY2018)
12. Tax attributed to rent: 18% of Line 11 _____
13. Total Tax Attributable to Property _____
(Line 10 plus Line 12)
14. Excess of Tax Assessed over Benefit Threshold _____
Line 13 minus Line 9. If line 14 does not exceed
Line 9: STOP: No benefit paid
15. Benefit Cap \$600
16. Benefit Determined (Check Mailed by 12/15/2018) _____
Lesser of Excess Tax or Benefit Cap
(Lesser of Line 14 or Line 15)

Important note: Items 3, 4, & 5 above require documentation to be presented to Assessing staff. IF you did not file a Federal Tax Return please bring your 2017 Social Security Benefit statement.

Oath: I certify that the information contained herein is accurate to the best of my knowledge and belief, under penalties of perjury.

Signed: _____ Date: _____

Approved by: _____ Date: _____

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – APRIL 18, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-029. Move approval of the first reading and refer to the Planning Board on the proposed fifth amendment to Contract Zone I – Frank R. Goodwin, E & F Limited Liability Company and Raymond C. Field [Land Rover Dealership], located at 371 US Route One and schedule a public hearing upon receipt of the Planning Board recommendations. *[Contract Zone Applicant]*

Contract Zone Applicant

Ought to Pass

Sponsor

Recommendation

04/18/18 - Vote:

First Reading/Vote

Scheduled after the Planning Board Hearing.

Public Hearing

Second Reading/Final Approval/Vote

11 April 2018

Scarborough Town Council
c/o Thomas Hall, Town Manager
P.O. Box 360
Scarborough, ME 04070

RE: Contract Zoning Agreement amendment application

Dear Mr. Hall and Scarborough Town Councilors:

This letter and its attachments constitute a request for a fifth contract zone amendment to the Contract Zoning Agreement between E&F Limited Liability Company ("E&F") and the Town of Scarborough, dated 15 July 1996. This application requests approval of the addition of new land to the property occupied by Land Rover Jaguar of Scarborough, with the newly added land to be used for vehicle parking. This cover letter addresses the need for the request and why granting it is consistent with the zoning ordinance and Comprehensive Plan of the Town of Scarborough. The subject parcel is Parcel 4709 on Scarborough Tax Map U039. The owner of the subject property is Commercial Place, LLC, P.O. Box 6610, Scarborough, Maine 04070. The subject property is an undeveloped parcel in a commercial subdivision, in the third of four proposed phases of the subdivision, which third phase has yet to see any of its lots developed.

Land Rover Scarborough ("LRS") opened in 1997 on a parcel of five acres owned by E&F, after obtaining a contract zone agreement to build a 5,495 square foot automobile dealership. In 2000 E&F obtained a first amendment to the contract zone after purchasing an abutting parcel of 17,070 square feet, in order to build a 3,826 square foot addition to the dealership, bringing the building footprint to a total of 9,321 square feet. In 2004 E&F obtained a second amendment to the contract zone for the purpose of building a 4,409 square foot addition required to accommodate the addition of a Jaguar franchise in the same building, bringing it to a total of 13,370 square feet. In 2016 LRS received notice from Jaguar Land Rover corporate that its facility would be required to undergo a major renovation in order to comply with a new Facility Image Program that it had established for its retail locations. Later that year, E&F obtained a third amendment to the contract zone to accommodate the changes to the building footprint necessitated by the requirements of the Jaguar Land Rover Facility Image Program. This amendment included a proposed increase of 1,000 feet in the building's square footage, bringing it to 14,730 square feet. This change was never actually implemented. Upon further review of the building design necessitating the third amendment, ownership determined that the approved design would pose operational problems within the dealership once the proposed renovation was complete. The building design for the renovation was therefore modified to alleviate those operational concerns. This design changed the footprint increase from 1,000 square feet to 2,270 square feet, increasing the build's total

square footage to 16,500 square feet. This required a request for a fourth amendment to the contract zone, which was approved in 2017.

Jaguar Land Rover's Facility Image Program comes with a host of mandatory design elements for the building and the exterior of the facility. The Planning Guide used by Jaguar Land Rover to set the requirements for the needed component spaces within the dealership and their size also includes parking requirements, labelled "Vehicle Display" on the document attached as "Exhibit A" to this application. The Planning Guide requires 136 parking spaces. The site design currently approved by the Town of Scarborough for the renovated facility includes 93 parking spaces, 43 spaces short of the minimum required by Jaguar Land Rover.

Beyond Jaguar Land Rover's requirements for parking, the site plan for the renovated facility contains insufficient parking from an operational perspective, causing business and safety issues for the dealership. The dealership's sales volume has increased substantially in recent years, as Jaguar Land Rover introduced new product lines and pushed retailers to increase sales volume.

Year	Jaguar	Land Rover	Total New	Used	Total Sales
2017	54	116	170	135	305
2016	31	121	152	140	292
2015	11	123	134	113	247
2014	14	86	100	89	189
2013	18	88	106	86	192

As a result of the increased sales volume, the dealership carries a much larger inventory than it did in years past. In 2013 the dealership carried an average inventory of approximately 30-40 new cars and 15-20 used cars. In 2017 the dealership carried an average inventory of approximately 90-100 new cars and 25-35 used cars. This has put a tremendous strain on the available parking at the dealership, and has in fact required vehicles to be stored off-site, as there simply is insufficient room to fit any more vehicles at the dealership. This negatively affects the business in several ways. The dealership is unable to have its entire inventory available on-site to show to customers. The moving of vehicles back and forth from off-site storage takes time and energy (translating to increased expenses) and increases the likelihood of accidents. The crowded conditions at the dealership also increase the risks to employees and customers, as well as increasing the risk of vehicle damage.

The 17,070 square foot parcel acquired by E&F in 2000 is not currently used for parking. The attached concept plan prepared by Sebago Technics shows that 53 parking spaces could be added by using only that parcel ("Exhibit B"). Establishing access to that parcel from the existing lot would eliminate four parking spaces from the existing lot, for a total of 142 parking spaces. Based on the dealership's actual inventory numbers for 2017, that parking would be barely sufficient to hold the new and used car inventory, without allowing any parking at all for sales and service customers, vehicles in for service, and employee parking.

In order to accommodate all existing dealership operations on-site in an operationally efficient and safe manner, and to allow for the possibility of additional future growth of the business, the dealership needs far more parking spaces. The attached concept plan prepared by Sebago Technics shows a total of 173 parking spaces, incorporating the unused E&F parcel and the parcel proposed to be purchased by E&F from abutting owner Commercial Place, LLC ("Exhibit C"). Also attached is a purchase and sale agreement between 371 US Route 1, LLC, a business entity created specifically to own the parcel covered by this amendment request, and Commercial Place, LLC ("Exhibit D").

In summary, the proposed contract zone amendment will benefit the Town by providing a local business with the resources it needs in order to continue as a thriving employer and tax-payer in the community. Additionally, the amendment will allow the dealership to dispense with usage of off-site parking, which adversely affects the business and increases the risk of accidents involving both employees and customers. The additional parking will have virtually no visibility from automotive traffic on Route One and therefore will not adversely impact the appearance of the subject property or other properties in the vicinity.

Sincerely

/s/

E&F Limited Liability Company
Christopher E. Goodwin, Manager

Attachments:

Exhibit A – Jaguar Land Rover Planning Guide for Jaguar Land Rover of Scarborough ARCH expansion

Exhibit B – Concept Plan showing potential parking on undeveloped land owned by E&F

Exhibit C – Concept Plan showing potential parking on undeveloped land owned by E&F and subject parcel of this application for a contract zone amendment

Exhibit D – Purchase and Sale Agreement between 371 US Route 1, LLC and Commercial Place, LLC

Exhibit E – map showing existing and proposed zoning district lines

Exhibit F – proposed Fifth Amendment to Contract Zoning Agreement

Exhibit 'I'

CENTRE NAME: JLR Scarborough ARCH expansion		DATE: 10/15/2015	
CITY, STATE: Scarborough	ME		
REGION: Northern Region			
FD MANAGER: GD.2015BPJ156L94	PV (Year Used): 2020		

MULTI-BRAND JAGUAR LAND ROVER DEALERSHIP GUIDE			
	Combined	Jaguar	Land Rover
Annual Planning Volume (PV) New Vehicle	250	150	100
Annual Certified Pre-Owned (CPO) Volume	125	75	50
Total Monthly (NEW + CPO)	31	19	13
Units In Operation (UIO) Guide	250	801-1200	401-800
UIO PV Actual	150	401-800	1-400
UIO PV (Larger of Guide or Actual)	250	150	100

Showroom And Sales			
	Units	Sq. Ft.	
Showroom	Showroom Display	8	3,200
	Hub - Including Lobby / Reception Area	1	1,200
	Children's play area	1	75
	Customer Work Stations	2	60
	New Car Delivery	1	400
Sales Department	Sales Managers	1	120
	Centre Manager	1	150
	Certified Pre-Owned Sales Manager	0	0
	Sales Consultants / F&I Personnel	4	400
Total Sales Area		5,605	

Administration			
	Units	Sq. Ft.	
Retailer Principal Office (Optional)	0	0	
General Office	1	145	
Business Manager's Office	1	100	
Conference & Training	1	175	
Cashier	1	65	
Public Restrooms	1	150	
Janitor Room	1	40	
Storage Area	1	50	
Computer / Phone	1	50	
Electrical Room	1	50	
Circulation (20%)	1	165	
Total Administration Area		990	

Service Department			
	Units	Sq. Ft.	Recommended Units & Sq. Ft. By Brand
A) SERVICE SHOP	Service Technicians	4	2
	Flat Bays	4	1,920
	Lift Bays	4	1,920
	Total Productive Work Bays (Flat+Lift)	8	3,840
	Wash Bays	2	960
	Alignment Bays	1	480
Total Service Shop Bays	11	5,280	
B) SERV. CUSTOMER CONTACT	Vehicle Reception	4	1,720
	Service Writers (Advisors) / Area	2	200
	Service Manager / Area	1	120
	Dispatcher / Area	0	0
	Foreman / Area	1	60
C) SERVICE SUPPORT AREA	Tool Room	1	200
	Oil & Compressor	1	240
	Locker / Restroom	1	160
	Lunch Room	1	120
	Circulation (15%)	1	1,215
Total Service Area (A+B+C)		9,315	

Parts Department			
	Units	Sq. Ft.	
Storage	1	1,920	
Wholesale Pick-Up	1	55	
Tech Parts	1	125	
Tech Parts Pick-Up	1	60	
Shipping & Receiving	1	150	
Secured Storage	1	120	
Parts Manager's Office	1	100	
Warranty Office	1	100	
Tech. Library	1	25	
Total Parts		2,855	

Vehicle Display			
	Units	Sq. Ft.	
New Car Parking	42	10,500	
CPO Parking	20	5,000	
Demo Units Parking	6	1,500	
Service Parking	32	8,000	
Service Loaner Parking	4	1,000	
Customer Parking	5	1,250	
Employee Parking	27	6,750	
Total Parking Spaces / Area	136	34,000	

Exterior Requirements			
	Units	Sq. Ft.	
Jaguar	Jaguar Performance Display	1	315
Land Rover	Land Rover Test Track	1	2,340
	Land Rover Rock Articulation	1	315
	Trash Enclosure	1	110
Landscape & Circulation (25%)	1	9,270	
Total Exterior Requirements		12,350	

Summary			
	Units	Sq. Ft.	
Total Sales Area		5,605	
Total Administration Area		990	
Total Service Area (A+B+C)		9,315	
Total Parts		2,855	
TOTAL BUILDING		18,565	0.43 Acres
Total Parking Area		34,000	
Total Exterior Requirements		12,350	
TOTAL PARKING & EXTERIOR		46,350	1.06 Acres
TOTAL SQ. FT. (BUILDING, PARKING & EXT.)		64,915	1.49 TOTAL ACRES

NOTE: This Facility Capacity Guide has been developed to assist the retailer in developing a facility based on business assumptions for future sales based on planning volume. Jaguar Land Rover North America, LLC makes no guarantee or assurances concerning the actual allocation to the retailer or planning volumes as production and sales volumes may go up or down based on changes to market conditions and other factors. The planning volume should be used in conjunction with the facility capacity guide for directional purposes in planning your facility.



-DRAFT-

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

AGREEMENT ("Agreement") made and entered into this ____ day of April, 2018 (the "Effective Date"), by and between COMMERCIAL PLACE, LLC, a Maine limited liability company having a mailing address of P.O. Box 6610, Scarborough, ME 04070 ("Seller"), and 371 US ROUTE 1, LLC, a Maine limited liability company having a mailing address of P.O. Box 160, Brunswick, ME 04011 ("Buyer").

WITNESSETH

1. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, certain real estate consisting of Lot 9 within Enterprise Business Park located in Scarborough, Maine consisting of ____ acres, more or less, as such lot is depicted on a subdivision plan entitled "Enterprise Business Park, U.S. Route One, Scarborough, Maine, Fifth Amended 100 Scale Subdivision Plan" prepared by Deluca Hoffman Associates, Inc. and dated June 2003, last revised March 15, 2013, and recorded in the Cumberland County Registry of Deeds in Plan Book 213, Pages 116 and 117.

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay the sum of Two Hundred and Seventy-Five Thousand Dollars (\$275,000.00) (the "Purchase Price") for the Property, subject to adjustment as provided herein, which amount is payable as follows:

(a) Deposit. [The sum of Ten Thousand Dollars (\$10,000.00)] shall be paid as a deposit within three (3) business days of the execution hereof (together with any additions thereto, the "Deposit"), which Deposit shall be held by Drummond Woodsum (the "Escrow Agent") in a non-interest-bearing account and shall be applied to the Purchase Price at Closing, as the same is defined herein and otherwise held and disposed of in accordance with the terms of this Agreement.

(b) Cash at Closing. The balance of the Purchase Price, as adjusted for closing costs and prorations referenced herein and in accordance with Paragraph 10 hereof, shall be paid to Seller at Closing in immediately available funds by client trust account check or by wire transfer in accordance with wiring instructions provided by Seller.

3. ZONING CONTINGENCY. Buyer intends to use the Property for expanding the operation of the motor vehicle dealership that is located on adjacent property owned by E&F, LLC, a Buyer-related entity (the "Proposed Use"). The parties acknowledge that the Proposed Use is not currently allowed as a matter of right within the B3-General Business Zone under the Zoning Ordinances of the Town of Scarborough (the "Town"). The parties further acknowledge that the Proposed Use will require an amendment of the Contract Zone Agreement between the Town of Scarborough and Frank R. Goodwin, E&F LLC and Raymond C. Field (the "Amendment"), which establishes "Contract Zone 1" and which currently applies to property owned by E&F, LLC, to encompass the Property. Buyer agrees to submit an application to the Town to obtain the Amendment within Fifteen (15) business days of the Effective Date hereof

and to pursue the Amendment diligently. Seller agrees to reasonably cooperate with Buyer, at no cost, expense or risk to Seller, in securing such Amendment.

The Buyer's obligations hereunder are contingent upon its receipt of the Amendment within Sixty (60) days of the Effective Date (the "Zoning Amendment Period"). If Buyer fails to exercise the contingency above-described by notice to Seller on or before the last day of the Zoning Amendment Period of its election to terminate this Agreement because of its inability to secure the Amendment within the Zoning Amendment Period, such contingency shall be waived by Buyer. If Buyer is unable to secure an Amendment on terms reasonably satisfactory to Buyer, Buyer may terminate this Agreement by written notice delivered within the Zoning Amendment Period, this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder.

4. TITLE. Seller shall convey the Property to Buyer at the Closing in fee simple with good and marketable or insurable title, free and clear of liens and mortgages but subject to the following, which shall not be considered title defects: (i) zoning regulations and other lawful regulations and laws affecting the Property; (ii) all utility easements that serve and/or benefit the Property; and (iii) all other title matters and encumbrances that do not materially adversely affect the Proposed Use of the Property. Buyer shall have fifteen (15) days from the date of this Agreement (the "Title Review Period"), within which to give Seller written notice of (i) any alleged title defects in the Property; and (ii) any easements, conditions, encumbrances and restrictions that are unacceptable to Buyer because they have a material adverse effect on the Proposed Use of the Property (items (i) and (ii) being collectively referred to herein as "Unacceptable Encumbrances"). All mortgages and liens are deemed Unacceptable Encumbrances, for which Seller must obtain a release, or an agreement to release that is reasonably satisfactory to Buyer, by Closing. In the event that Buyer determines upon examining title to the Property that Seller would be unable to convey title as aforesaid, Buyer shall notify Seller in writing of the Unacceptable Encumbrances, and Seller shall be given a reasonable period of time after such notice or notices from Buyer, not to exceed thirty (30) days, in which to remedy the Unacceptable Encumbrances. In the event that the Unacceptable Encumbrances are not eliminated or cured or affirmative coverage cannot be reasonably obtained within said time period, then Buyer may, at Buyer's option, elect to either (i) terminate this Agreement and receive a refund of the Deposit, or (ii) close the transaction notwithstanding such Unacceptable Encumbrances as may exist at its own risk. If Buyer does not notify Seller of any Unacceptable Encumbrances within the Title Review Period, such contingency shall be waived and title to the Property shall be deemed acceptable to Buyer.

5. CLOSING. The closing of the transaction contemplated hereby (the "Closing") shall take place at the offices of Drummond Woodsum & MacMahon within Thirty (30) days of the expiration of the Zoning Amendment Period, or, if the Buyer and the Seller shall mutually agree in advance and in writing, at another time and place, time being of the essence. At the Closing, Seller shall execute and deliver to Buyer, against payment of the Purchase Price, a Quit Claim Deed with Covenant to the Property in accordance with the Short Form Deeds Act, 33 M.R.S.A. §§761 et seq., (the "Deed"). Seller further agrees to execute and deliver the following documents to Buyer at the Closing: (i) evidence of Seller's legal existence and authority; (ii) evidence of good standing from the Maine Secretary of State; (iii) a Certificate of Non-Foreign

Status (as required by Internal Revenue Service regulations); (iv) a title insurance "Seller's Affidavit" regarding mechanics liens and persons in possession; (v) an affidavit regarding underground storage tanks (as required by Maine Law); and (vi) any other instruments reasonably requested by Buyer or its counsel to effectuate the transaction contemplated hereby.

Buyer agrees to execute and deliver the following documents to Seller at the Closing: (i) evidence of Buyer's legal existence and authority; (ii) evidence of Buyer's good standing from the Maine Secretary of State; and (iii) any other instruments reasonably requested by Seller or its counsel to effectuate the transaction contemplated hereby.

6. TERMINATION RIGHTS. Buyer may terminate this Agreement pursuant to Sections 3 (during the Zoning Amendment Period) and 4 (during the Title Review Period) by giving written notice thereof to Seller and Escrow Agent prior to the expiration of the Zoning Amendment Period or Title Review Period, as applicable, and if Buyer give such notice of termination prior to the expiration of the Zoning Amendment Period or Title Review Period, this Agreement shall terminate and the Deposit shall be promptly returned to Buyer, and thereafter neither party shall have any further rights or obligations hereunder (except for any obligations pursuant to the other provisions of this Agreement which survive a termination). If Buyer fails to give Seller a written notice of termination in accordance with the terms of Section 3 or 4, Buyer shall be deemed to have elected to proceed with the purchase of the Property pursuant to the terms hereof.

7. RISK OF LOSS, DAMAGE. All risk of loss for the Property prior to the Closing shall be borne by Seller. Neither party is relying on any representation or warranty of any nature or type except as expressly made by the other party herein.

8. POSSESSION. The Property shall be delivered to the Buyer at the time of the Closing free and clear of all tenants.

9. DEFAULT AND REMEDIES. In the event that Seller defaults in any of its obligations hereunder for a reason other than the default of Buyer, Buyer shall have the right to (i) terminate this Agreement and receive an immediate return of the Deposit as its sole and exclusive remedy. In the event that Buyer defaults in any of its obligations hereunder for a reason other than the default of Seller, Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and to retain the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy. The parties acknowledge that Seller's and Buyer's damages in the event of default by the other party hereunder are difficult or impossible to ascertain and that the Deposit represents a reasonable estimate by both parties of such party's damages.

10. BROKERAGE. Seller and Buyer represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction. Buyer agrees to indemnify and hold Seller harmless from any claims made by any broker should Buyer's representation in this paragraph be false. Seller agrees to indemnify and hold Buyer harmless from any claims made by any broker should Seller's representation in this paragraph be

false. The foregoing indemnity shall include all legal fees and costs incurred in defense against any such claim.

11. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

a. All real estate taxes, assessments, rentals, road maintenance charges, utilities, and other expenses related to the operation and maintenance of the Property shall be prorated and reconciled as of the Closing.

b. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. §4641-A.

c. All title examination charges and title insurance premiums shall be paid by Buyer.

d. The recording fee for the Deed shall be paid by Buyer.

e. Each party shall otherwise be responsible for its own costs and charges (including, without limitation, legal and other charges).

12. NOTICES. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and if sent: (i) by first class mail, postage prepaid, registered or certified, return receipt requested; (ii) by hand delivery; (iii) by FedEx or similar overnight express mail service, prepaid; or (iv) by electronic mail ("e-mail") to the following:

TO SELLER: Commercial Place, LLC
P.O. Box 6610
Scarborough, ME 04070
drmileyl@gmail.com

W ITH A COPY TO: Michael High, Esq.
Drummond Woodsum & MacMahon
84 Marginal Way, Suite 600
Portland, ME 04101
MHigh@dwmlaw.com

TO BUYER: 371 US ROUTE 1, LLC
P.O. Box 160
Brunswick, ME 04011
cgoodwin@goodwinmotorgroup.com

WITH A COPY TO: John Kaminski, Esq.
Drummond Woodsum & MacMahon
84 Marginal Way, Suite 600
Portland, ME 04101
JKaminski@dwmlaw.com

All such communication shall be deemed made upon the earlier of three (3) business days following deposit with the U.S. Mail or the date of receipt as disclosed on the return receipt (if sent by registered or certified mail), or upon delivery (if hand delivered), or upon delivery as indicated on the proof of delivery (if sent via Fed Ex or similar overnight express mail service), or upon time of confirmed receipt (if sent via e-mail). With respect to any of the above-referenced methods of delivery, rejection or other refusal to accept or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice sent. Either party may change its address or e-mail for purposes of this subparagraph by giving the other party notice of the same in the manner described herein.

13. MISCELLANEOUS

(a) Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and undertakings. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses the entire agreement of the parties. Neither party has made any representations or warranties regarding the Property except as expressly set forth herein.

(b) Modifications. This Agreement may not be modified except by the written agreement of the parties. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

(c) Gender and Number. Words of any gender used in this Agreement will be construed to include any other gender and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise.

(d) Captions. The captions used in connection with the Articles, Sections and Subsections of this Agreement are for convenience only and will not be deemed to expand or limit the meaning of the language of this Agreement.

(e) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including the estate of Buyer. Buyer may assign this Agreement to an entity she forms to acquire the Property but any such assignment shall not release Buyer of her obligations hereunder. Buyer may not otherwise assign this Agreement without the Seller's prior written consent.

(f) Controlling Law; Submission to Jurisdiction. This Agreement will be construed under, governed by and enforced in accordance with the laws of the State of Maine (without reference to conflicts of laws principles). Any claim, action, suit, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the courts of the State of Maine in Cumberland County, and each of the parties hereto hereby consents to the jurisdiction of such courts.

(g) No Rule of Construction. Seller and Buyer have each been represented by counsel in the negotiations and preparation of this Agreement; therefore, this Agreement will be deemed to be drafted by both Seller and Buyer, and no rule of construction will be invoked respecting the authorship of this Agreement.

(h) Counterparts and Acceptance of Offer. This Agreement may be executed in multiple counterparts (which counterparts may be executed by facsimile or PDF) which shall together constitute a single document. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. An unsigned draft of this Agreement shall not be considered an offer by either party. Acceptance, for purposes hereof, shall mean that each party is in physical possession of a fully-signed counterpart copy or original of this Agreement.

(i) Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND BUYER HEREUNDER, SELLER'S OR BUYER'S OWNERSHIP OR USE OF THE PROPERTY, AND/OR ANY CLAIMS OF INJURY OR DAMAGE RELATED TO THE PROPERTY.

(j) Merger. Except as otherwise specifically provided herein or in any closing document, the acceptance of the Deed by the recordation thereof shall be deemed to be a full and complete performance and discharge of every agreement and obligation of the Seller herein contained, except those that survive the Closing by their express terms.

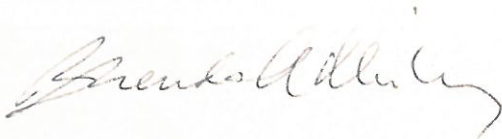
(k) Further Assurances. After the Closing, Seller and Buyer shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver such instruments and documents as may be necessary in order fully to carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments and documents as the parties are obligated to deliver by the terms of this Agreement, such cooperation shall be without additional cost or liability. The provisions of this section shall survive the Closing.

(l) Time is of the essence for this Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed under seal as of the dates indicated below.

WITNESS:



SELLER:

COMMERCIAL PLACE, LLC



By: David R. Miley
Its: Manager

WITNESS:

BUYER:

371 US ROUTE 1, LLC

By: Frank R. Goodwin
Its: Manager

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed under seal as of the dates indicated below.

WITNESS:

SELLER:

COMMERCIAL PLACE, LLC

By: David R. Miley
Its: Manager

WITNESS:

BUYER:

371 US ROUTE 1, LLC

Frank R. Goodwin
By: Frank R. Goodwin
Its: Manager



FIFTH AMENDMENT TO CONTRACT ZONING AGREEMENT

BETWEEN THE TOWN OF SCARBOROUGH,
AND E & F LIMITED LIABILITY COMPANY

This Fifth Amendment to Contract Zoning Agreement (hereinafter, this "Fifth Amendment") is made as of the ____ day of _____, 2018, by and among the TOWN OF SCARBOROUGH, a body corporate and politic, located in the County of Cumberland and State of Maine (hereinafter, the "Town"), **E & F LIMITED LIABILITY COMPANY**, a Maine limited liability company having a mailing address of P.O. Box 160, Brunswick, Maine 04011, 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, E & F Limited Liability Company ("E&F"), Frank R. Goodwin, and Raymond C. Field entered into a Contract Zoning Agreement with the Town of Scarborough (the "Town") dated as of July 15, 1996 (hereinafter, the "Agreement") creating Contract Zoning District Number 1 (hereinafter, the "District"), said Agreement having been recorded in the Cumberland County Registry of Deeds in Book 12620, Page 161; and

WHEREAS, the Agreement was amended pursuant to the terms and provisions of a First Amendment to Contract Zoning Agreement between the Town and E&F dated as of the October 2, 2000 (the "First Amendment"); and

WHEREAS, the Agreement was further amended pursuant to the terms and provisions of a Second Amendment to Contract Zoning Agreement Town and E&F dated as of the _____, 2004 (the "Second Amendment"); and

WHEREAS, the Agreement was further amended pursuant to the terms and provisions of a Third Amendment to Contract Zoning Agreement Town and E&F dated as of June 27, 2016, and recorded in said Registry of Deeds in Book 33226, Page 222 (the "Third Amendment"); and

WHEREAS, the Agreement was further amended pursuant to the terms and provisions of a Fourth Amendment to Contract Zoning Agreement between the Town and E&F dated as of the September 15, 2017, and recorded in said Registry of Deeds in Book 34314, Page 6 (the "Fourth Amendment"); and

WHEREAS, E&F operates an automobile dealership on the property that is subject to the Agreement, as the same has been amended, (the "Property"); and

WHEREAS, E&F requires additional space adjacent to the Property for the parking and storage of its vehicle inventory in order to accommodate increased customer demand;

WHEREAS, E&F intends to purchase Lot 9 within Enterprise Business Park from Commercial Place, LLC, which Lot is located adjacent to the Property and is identified on the Tax Map U039, Lot 4709, ("EPB Lot 9"); and

WHEREAS, EPB Lot 9 would provide E&F with an additional estimated 30 parking spaces for the storage its vehicle inventory;

WHEREAS, outdoor sales and service is not a permitted use of EPB Lot 9; and

WHEREAS, E&F has requested a rezoning of EPB Lot 9, and an amendment to the property that is encompassed by Contract Zone 1, to include EPB 9 within Contract Zone 1 and to permit the use of EPB Lot 9 in connection with the automobile dealership and to utilize EPB Lot 9 for the outdoor display, storage or parking of vehicles; and

WHEREAS, the size, location, configuration and topography of EPB Lot 9 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 property is not adjacent to U.S. Route One and will provide no parking closer to U.S. Route One than already exists; and,

WHEREAS, the Town of Scarborough, by and through its Town Council, has determined that 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 A attached hereto.
2. The Agreement, as amended by this Fifth Amendment and as previously amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, remains consistent with the Comprehensive Plan and consistent and compatible with the existing and permitted uses within the existing zoning district classification.
3. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Fifth Amendment shall be recorded in the Cumberland County Registry of Deeds within thirty (30) days after its approval by the Scarborough Town Council.

[Signature Page Follows]

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

WITNESS:

TOWN OF SCARBOROUGH

By: _____

Its: _____ *

(* Duly authorized by vote of the
Scarborough Town Council on _____
____, 2018)

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2018

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

Before me,

Notary Public/Attorney at Law

Print Name: _____

WITNESS:

E&F Limited Liability Company

By: _____
Its: _____

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2018

Personally appeared the above named _____, _____ of E&F Limited Liability Company, and acknowledged the foregoing instrument to be his free act deed in his said capacity, the free act and deed of said E&F Limited Liability Company.

Before me,

Notary Public/Attorney at Law
Print Name: _____

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – APRIL 18, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-030. Move approval of the first reading and refer to the Planning Board on the proposed amendments to Chapter 405 - the Zoning Ordinance of the Town of Scarborough, Maine Section VI. Definitions and Section XVII.B. Haigis Parkway District, HP – B Permitted Uses, Conventional and Planned Developments and schedule the public hearing after receipt of the Planning Boards recommendations. [*Planning Department*]

Planning Department

Ought to Pass

Sponsor

Recommendation

04/18/18 - Vote:

First Reading/Vote

Scheduled after the Planning Board Hearing.

Public Hearing

Second Reading/Final Approval/Vote

To: Town Council
Cc: Tom Hall, Town Manager
From: Jay Chace, Planning Director & Karen Martin, SEDCO Director
Date: April 12, 2018

RE: Amendments to Chapter 405, Zoning Ordinance: Definitions & Haigis Parkway District sections

At the April 6th meeting of the Long Range Planning Committee (LRPC), Planning and SEDCO staff presented the following proposed amendments to Chapter 405, Zoning Ordinance, for consideration. After deliberation the Committee favorably recommended the modification be presented to Town Council for further consideration and adoption.

SEDCO and Planning staff have been experiencing increased interest in the development of so called “flex-space” in town (uses which typically are classified as “Research, Development and Light Industrial”, “High Technology Facilities”, “Small Batch Processing Facilities”, and “Food Processing Facilities” in our Zoning Ordinance.) The projects are designed with a mix of areas including office, showroom or retail area, production or assembly area, and areas for the storage of materials and goods produced on-site. The space is often designed to be interchangeable between the activities (“flexible”) on an as needed basis. As point of reference the types of activities and commercial uses are similar to projects built along Mussey Rd. such as Creative Imaging and the “Siemens” buildings (64-68 Mussey Rd.).

In the Haigis Parkway (HP) District developers have asked questions about the ability of the users to store their materials and/or finished products on their site. The question pertains to existing ordinance language in the “Permitted Uses” provisions of the Haigis Parkway District. The provision in question is, *“10. Warehousing or wholesale distribution accessory to and located in the same building with a permitted principal use, provided that the floor area of the warehousing and/or wholesale distribution does not exceed 50% of the floor area of the principal use”* (underline added for emphasis).

The issue that staff has noted in discussion with potential developers in the Haigis Parkway District is what is meant by “warehousing” and the town’s established policy for considering the language. The interpretation results in limitations on storage of goods for users in the HP zone which is not otherwise required in any other districts. Basically if a company needed more than 50% of its space for storage of product or components associated with their business, then the use has not been allowed in the HP District. This is not the case for the other commercial districts such as B3.

Whereas warehousing and distribution are uses permitted in the Industrial District it would seem the principal rationale for permitting these uses only on a limited basis in the HP district would be to moderate the amount of truck traffic that is typically associated with the activities. However, as noted the language has had the impact of limiting users which might otherwise be considered consistent with the intended uses within the HP district.

As staff has explored the issue and relationship within the context of the Zoning Ordinance at large it has been noted that the town does not currently have a definition for “warehousing” or “distribution” which are permitted uses in the Industrial and Light Industrial districts. In considering the issue, staff and the LRPC determined that ancillary storage of goods and products related to permitted uses should be

treated equally in the HP. To address this issue it was identified that creating definitions of “warehousing” and “distribution” would provide greater clarity in terms of the use types that are already permitted in the town and to eliminate any potential conflicts or confusion between the differences of accessory storage and warehousing.

To address the issues identified above, Staff and LRPC offers the following amendments to the ordinance:

- 1) Delete from the Haigis Parkway District: ~~“10. Warehousing or wholesale distribution accessory to and located in the same building with a permitted principal use, provided that the floor area of the warehousing and/or wholesale distribution does not exceed 50% of the floor area of the principal use”.~~
- 2) Add definitions for “Warehouse” and “Distribution” that distinguishes accessory storage from warehousing.

Distribution:

A structure or building used primarily for the shipping, receiving and storing of finished goods and articles where goods are received and/or stored for delivery to the ultimate customer at remote locations.

Warehousing and Storage:

A structure or building where goods or materials are stored specifically for distribution to other sites or locations.

Chapter 405 – ZONING ORDINANCE

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 405 - the Zoning Ordinance of the Town of Scarborough, Maine Section VI. Definitions, is amended as follows:

Distribution:

A structure or building used primarily for the shipping, receiving and storing of finished goods and articles where goods are received and/or stored for delivery to the ultimate customer at remote locations.

Warehousing and Storage:

A structure or building where goods or materials are stored specifically for distribution to other sites or locations.

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 405 - the Zoning Ordinance of the Town of Scarborough, Maine Section XVIII.B. HAIGIS PARKWAY DISTRICT, HP, is amended as follows:

B. PERMITTED USES, CONVENTIONAL AND PLANNED DEVELOPMENTS NON-RESIDENTIAL USES

- ~~10. — Warehousing or wholesale distribution accessory to and located in the same building with a permitted principal use, provided that the floor area of the warehousing and/or wholesale distribution does not exceed 50% of the floor area of the principal use~~

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – APRIL 18, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-031. Move approval of the first reading and refer to the Planning Board on the proposed amendments to Chapter 405 - the Zoning Ordinance of the Town of Scarborough as presented and schedule a public hearing after receipt of the Planning Board recommendations. *[Crossroads Holdings LLC/LRPC]*

Crossroads Holdings LLC/LRPC

Ought to Pass

Sponsor

Recommendation

04/18/18 - Vote:

First Reading/Vote

Scheduled after the Planning Board Hearing.

Public Hearing

Second Reading/Final Approval/Vote

April 12, 2018

Mr. William Donovan, Chairman
Town Council
Town of Scarborough
259 Route 1
Scarborough, Maine 04077

**Re: Proposed Zoning Amendments – Crossroads Planned Development District @
Scarborough Downs**

Dear Chairman Donovan,

On behalf of Crossroads Holdings LLC, we are respectfully requesting the Town Council's review and support for a package of zoning amendments to the Crossroads Planned Development District (CPD). The package of zoning amendments includes a range of adjustments to the zoning map, permitted uses, and development standards that we believe are critical to the success of the project. As you will read in this proposal, these changes are not dramatic, but rather are a fine tuning of a zoning district that had not previously been used since its creation approximately 5 years ago. Further, these amendments would bring the zone more in keeping with the Town's Comprehensive Plan.

The amendments are outlined in detail below and focus on the following:

- **Updating the CPD District boundaries to follow the Downs property lines (*except for three narrow fingers to Sawyer Road and Route 1*)**
- **Allowing for manufacturing, research, light industrial, and other compatible non-residential uses to enable an industry-cluster that will spur economic development**
- **Allowing for a gas / fuel station in the vicinity of Payne Road to serve users of the site and motorists traveling the Payne Road corridor**
- **Establishing controls for construction activities on site to manage the build out of this long -term project**
- **Adjusting the landscaping and buffering requirements of the CPD District to be compatible and consistent with zones**

We have crafted these zoning amendments with significant input and review by the Long Range Planning Committee over the course of two different committee meetings, as well as with close coordination with the Town's Planning Department and SEDCO. Through that process we have been able to shape this proposal into a zoning package that we strongly believe are thoughtful, appropriate and balanced measures to enhance the overall development plan; create a more appropriate balance of permitted land uses; ensure the



project's fiscal and economic viability; position the zone to deliver more economic and employment benefits to the community; better integrate with the abutting zones; and be more consistent with the Town's Comprehensive Plan and its vision.

As noted above, these changes are fine tunings to a comprehensive zoning district that we believe has been very successful to date in guiding our team and the Planning Board on a master plan for the Downs that can transform this property and be that special, mixed use community envisioned by the zoning and the Town's Comprehensive Plan.

We have truly appreciated the support, enthusiasm and partnership approach that has been taken by the Town and its leadership to date and believe these changes are another step along this journey.

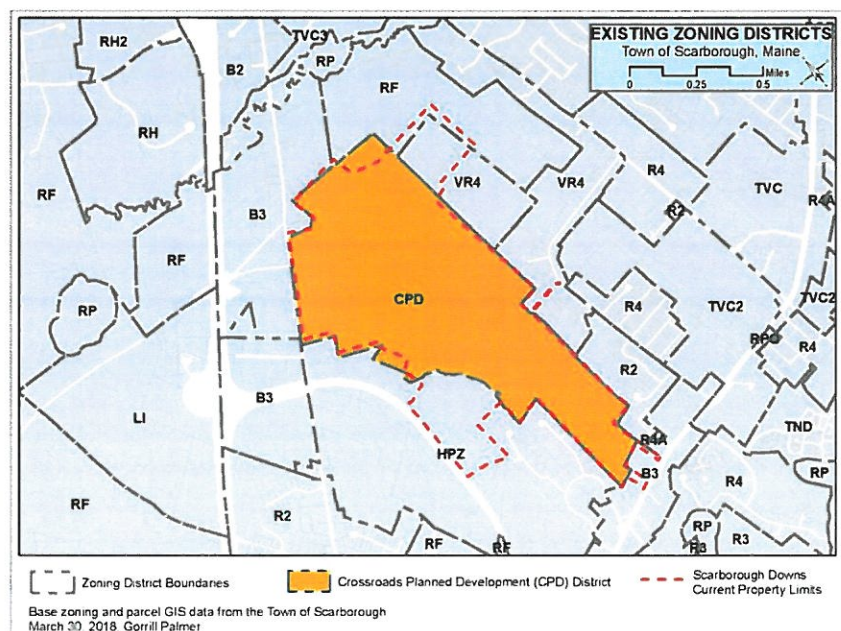
The following outlines in more detail the specific zoning amendments proposed:

Amendments to the Crossroads Planned Development District Boundary

During our property acquisition due diligence, it was discovered through survey and deed research that the parcel boundary assumed by the prior owner and Town Assessor was inaccurate and has a different property line in a variety of locations along its boundary. Because the zoning district was mapped based on the Assessor's parcel boundaries, the zoning does not follow the actual property lines. In addition, when the CPD was created the portion of the property fronting Haigis Parkway was left in the Haigis Parkway (HP) District, as it was assumed at the time that this area may be developed as a separate parcel or without integration with the rest of the property.

As we've laid out the master plan, one of our primary guiding principles has been to design the development in a coordinated, connected and integrated fashion. We want the phases of development to knit together and ultimately become one community and that connects with the surrounding areas to the extent appropriate.

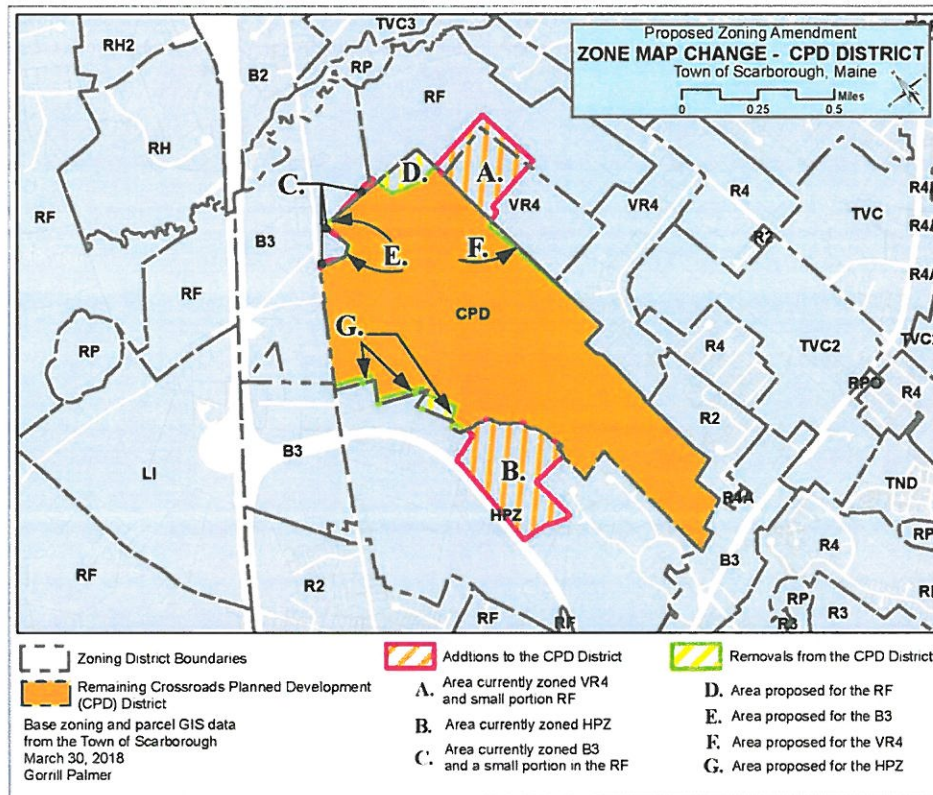
To this end, we believe it is **critical to have the entire parcel zoned consistently as the CPD to ensure a coordinated, integrated master plan.** The attached zoning map amendment proposes the changes necessary to have the zoning boundary follow the current, actual property lines with the specific exception of the narrow "fingers" of the property that connect to Sawyer Road and Route 1. These three fingers are narrow connection points that are less critical to be zoned in common and that we are





comfortable remaining in their current zoning designation.

The map below shows the proposed zoning boundary amendments to follow the property lines as noted above.



Amendments to Permit Research, Manufacturing, Light Industrial, and Other Non-Residential Uses and Establish Performance Standards

As the Town Council is likely aware, the CPD District currently permits a specific range of commercial and residential uses. These permitted uses are well-suited for enabling a mix of residential neighborhoods, commercial areas, and an active mixed use-center that we envision ultimately being the heart of the project. Some uses that aren't included in the district include research, manufacturing, food processing, light industrial and similar non-residential uses that we believe are appropriate and advantageous for a variety of reasons.

Consistency with the Town's Comprehensive Plan for the Crossroads - Firstly, it's important to note that these uses are consistent with the Town's current Comprehensive Plan, as the manufacturing/ tech / light industrial uses we are proposing are all listed in the Crossroads section of the Plan and were envisioned to occur in the district as part of the overall land use mix.

Strong Market Demand and Lack of Inventory - Secondly, there is very high demand for manufacturing, research, light industrial and "flex"-type space in the region and even more acutely in Scarborough. Currently there is less than a 2% vacancy rate for this type of space in Scarborough and the industrial zones that allow for these uses and activities are either built out or lack the necessary public utilities to accommodate this demand. With this lack of inventory, the town is missing the significant economic development opportunities and positive tax revenue and ROI

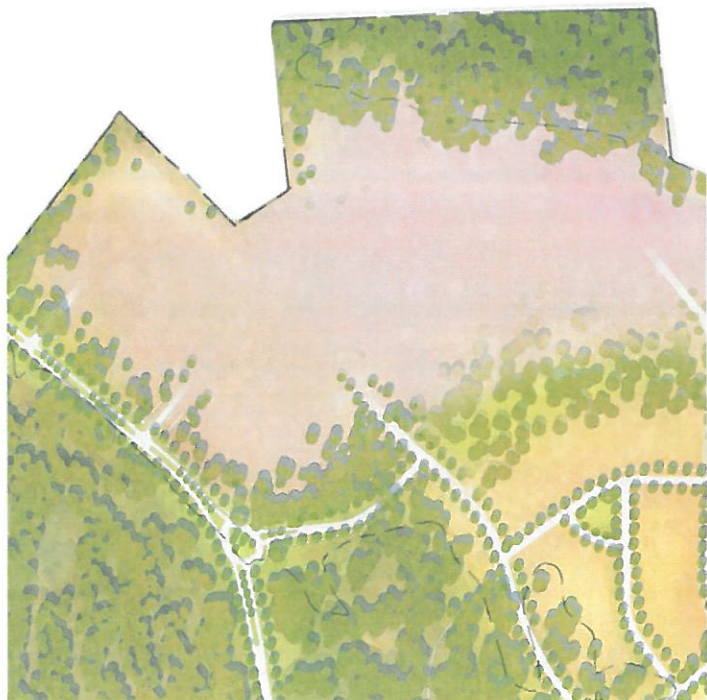


(return on investment) that comes with clean manufacturing, research and related light industrial uses.

Economic Stimulus for Community and Activation for the Project - Thirdly, allowing for manufacturing, research, service and light industrial uses are absolutely critical to the early phases of the Downs redevelopment. With the current market demand and the positive economic development for the town, this type of development will stimulate early investment, economic activity and employment that can help enable the extension of utilities and infrastructure. These uses would add to the project's land use mix in very positive ways and can play a key role in subsidizing some other, less fiscally viable community-oriented aspects of the project that are planned.

Zoning and Performance Standards to Ensure Compatibility - Lastly, we have structured the proposed zoning standards to allow for these uses but to deliberately locate them in the northerly area of the project, close to Payne Road. As per our conceptual master plan, this is a portion of the property that is removed from the residential and mixed-use areas of the project, has no existing residential abutters, and provides for a direct connection to Payne Road and easy access to I-95, much like some of the other development along Payne Road like the industrial area off of Ginn Road.

Key Aspects of the Proposal – As noted above, we are proposing the inclusion of some new non-residential uses that are more manufacturing, research and light industrial-oriented, but are not proposing an everything goes industrial park. This zoning amendment is focused on higher value, high employment manufacturing, research and light industrial uses and then some other uses that we believe are compatible or complimentary of the needs of the project. We are planning a manufacturing and technology focused development that clusters like uses and maintains a high level of design and aesthetics to compliment the rest of the project. Further, we plan for this portion of the development to be as compact and efficient as possible, in keeping with the themes of our master plan.



SCARBOROUGH DOWNS / DRAFT SKETCH MASTER PLAN





The proposed uses include:

- **Manufacturing and assembly** – *strong employment; high value; market demand; a primary, targeted use*
- **Research, development and light industrial** – *strong employment; high value market demand, flex space; a primary, targeted use*
- **Food processing facilities** – *strong employment; market demand, primary; a targeted use*
- **Contractors offices, shops and storage yards** – *market demand; service and trades economy; quality employment; flex space; a primary, targeted use*
- **Motor vehicle repair and service facilities** – *service economy; market demand; opportunity to relocate existing businesses off primary corridors; secondary use*
- **Mini-storage facilities** – *service and supplemental to project and surrounding residents and businesses, secondary use*
- **Pet care facilities** – *service and supplemental to project and surrounding residents; secondary use*
- **Sale, rental and repair of heavy equipment** – *market demand; service and trades economy; employment; secondary use*



Example Sketch of Technology / Manufacturing Cluster

The proposed performance standards for many of these uses include buffering and locational limits to the northerly portion of the site and setbacks from Payne Road, the Downs entrance road off of Payne and adjacent residential districts as well as performance standards on managing impacts (noise, heat, truck traffic, environmental protection etc.)

- **250' Setback from Payne Road**
- **250' Setback from the Downs Road**
- **100' Setback and Buffer from Residential Districts**
- **Locational Limitations to the Northerly Portion of the Site**
- **Compliance with Industrial Performance Standards**
- **Relief from Commercial Design Standards**



Amendment to Allow for a Gas / Fueling Station Approximate to Payne Road

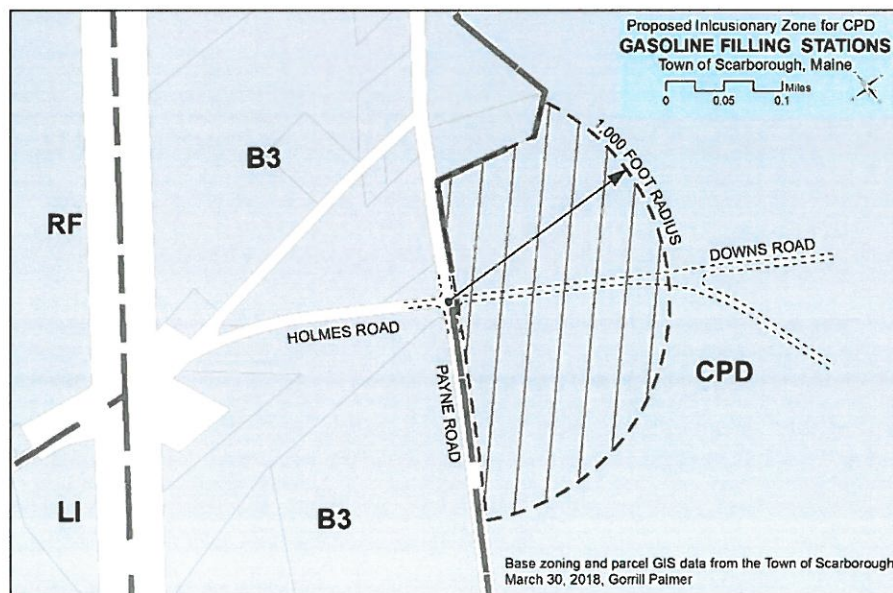
Another important land use that we believe should be incorporated into the CPD, with significant limitations, is the allowance for a gas / fueling station. With a 500+ acre parcel and a wide mix of land uses and development planned, we are interested in the ability to **incorporate a gas station and convenience store on the perimeter of the property in the vicinity of the Payne Road/Downs Road intersection**. We believe a gas station can be designed in a compatible, integrated manner by meeting all of the Town's design and performance standards as well as Maine DEP's environmental rules and regulations and be limited to a specific location in the vicinity of Payne Road.

A gas station would be an important service and amenity for all of the future residents, employees, and visitors to the district as well as to serve the motoring public passing by the site and traveling to and from



the highway interchange. Further, we anticipate destination-oriented uses within the project, such as retail, office, hospitality, recreation, amusement and similar activities that will attract visitors from significant distances and be in need of fuel. Lastly, a gas station on the edge of the project and approximate to I-95 can also play an important role in reducing unnecessary car trips and travel in search of fuel in other parts of the community.

The proposed zoning amendment would allow for gas stations in the CPD District but only within 1,000 feet of the Payne Road/Holmes Road/Downs Road intersection, which is illustrated below.





Performance Standards for Earthwork, Material Extraction and Construction Activities Incidental to Development

With consideration of the size of the CPD District (500+ ac. under single ownership); the length of the project build out; and the goal of minimizing the impacts of trucking and importing material from off-site, Crossroad Holdings LLC intends to use gravels, sands and other aggregate from on-site to the extent reasonable and practical as well as to stockpile material as needed for the project development. Put simply, we believe it is significantly more sustainable and less impactful to the larger community to focus our construction activities and earthen material extraction and storage on site.

These types of activities are allowed by current regulations as customary and incidental to development so long as they are performed in accordance with approved plans. That said, given the size, scale and timeframe of this project and the framework of the zoning, we feel it is appropriate and beneficial to the town, abutters and the development team to establish clear performance standards for how these activities can occur and the process to follow.

As provided for in the attached amendments, the proposed performance standards structure how earthwork, material extraction and construction activities can occur within the CPD and ensure these activities are orderly, managed and sensitive to development within and outside the zone. More specifically they include:

- **Standards for material extraction and processing for supporting development and site work solely with the CPD District**
- **Excavation and restoration standards for creating water features**
- **Requirements for material storage, processing and construction operations plan, to control hours of operation and safeguard against impacts to abutters and developed areas of the site**

Amendments to Landscape and Natural Buffer Standards

As we've been designing the master plan for the Downs, we've identified a challenge with the required 50' Setback and Buffer standard for portions of the zone that abut mixed-use and commercial-industrial districts. These abutting districts consist of the Haigis Parkway and the General Business 3 District and as we consider the development design, we believe it is advantageous to integrate (not separate) with abutting commercial zones and developments to the extent possible and appropriate.

The 50' buffer standard prevents this potential. To address this and enable better integration with abutting commercial-oriented uses, we request the building setback requirement to adjacent zoning districts for mixed-use and commercial-industrial zones be deleted and left to review and consideration by the Planning Board during the master planning process. Throughout the Town's commercial and industrial districts there are no other similar zones that require such a buffer to an adjacent like zone, and we believe for good reason.

It should be clearly noted though that we are not proposing any changes to the 100' setback and vegetated buffer to any abutting residential and natural resource districts.

As a companion amendment, we are also proposing to add the requirement for a 25' landscaped buffer to the Haigis Parkway and 15' landscaped buffers to Payne Road and Route 1, to be



consistent with the landscaping standards of the other zones that apply to these important street corridors. The specific amendments include:

- **Deleting the 50' buffer requirement to abutting mixed-use, commercial and industrial districts**
- **Maintaining the 100' buffer requirement to abutting residential and natural resource districts**
- **Adding a 25' landscape buffer standard to the Haigis Parkway and a 15' landscaped buffer standard to Payne Road and Route 1**

Conclusion

To conclude, we are proposing a package of zoning amendments that we strongly believe are thoughtful, appropriate and necessary to enhance the overall development plan; create a more balanced set of uses; ensure the project's fiscal and economic viability; position the zone to deliver more economic and employment benefits to the community; better integrate with the abutting zoning and their standards; and be more consistent with the Town's Comprehensive Plan and its vision.

We've worked very closely with the Long Range Planning Committee and the Planning Department and SEDCO staff, in crafting these changes so that they correspond with the Town's zoning ordinance and the CPD District. Further, these amendments include a range of additional performance standards that give the Planning Board significant control and regulatory authority in the review process and can ensure a development design and program that meets the high expectations that everyone has for this site and community building opportunity.

We thank you for your review and consideration of these zoning amendments and look forward to discussing them in more detail on Wednesday April 18th.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Bacon', with a stylized flourish at the end.

Dan Bacon, Planning Project Manager
Gorrell Palmer

CC: Crossroads Holdings LLC

Proposed Amendments to the Crossroads Planned Development District (CPD) of the Town of Scarborough Zoning Ordinance Regarding Additional Non-Residential Uses

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that the following amendment to the Zoning Ordinance of the Town of Scarborough, Maine, be and hereby are adopted:

I. Amend Section XXC. CROSSROADS PLANNED DEVELOPMENT DISTRICT (CPD) I. BASIC STANDARDS B. PERMITTED USES (CPD) as follows (additions are underlined; deletions are struck through:

The following uses are permitted only in planned developments:

37. Pet care facilities

The following uses are permitted only in planned developments and are subject to specific performance standards set forth in Section IX:

46. Research, development and light industrial

47. Gasoline filling stations whether as a principal or accessory use and located so that all fueling facilities are located within one thousand (1000) feet of the point of intersection of the centerlines of the Payne Road and Holmes Road. Gasoline filling stations shall also be subject to the performance standards of Section IX.(X.) of this Ordinance.

Add a new permitted uses sub-category:

The following uses are permitted only in planned developments and are subject to the additional developments standards of subsection D. of this district, including the standards on location and buffers under subsection D.14.:

48. Manufacturing and assembly

49. Food processing facilities

50. Mini-warehouse/storage facilities

51. Contractors offices, shops and storage yards

52. Motor vehicle repair and service facilities including auto body shops, facilities for the repair of recreational vehicles, small engine repair facilities and vehicle sales accessory to these uses

53. Sale, rental and/or service of heavy equipment or specialized motor vehicles (other than passenger cars)

2. Amend Section XXC. CROSSROADS PLANNED DEVELOPMENT DISTRICT (CPD) II. ADDITIONAL DEVELOPMENT STANDARDS D. ADDITIONAL DEVELOPMENT STANDARDS APPLICABLE TO PLANNED DEVELOPMENTS as follows (additions are underlined; deletions are struck through):

14. The land uses required to comply with these additional development standards are permitted as part of a planned development with specific standards and limitations on the location within the overall CPD District they are allowed and subject to the buffering requirements below. This inclusionary area within the District is located to the northeast of the Scarborough Downs entrance drive and extending southerly from the Payne Road intersection 1,450 feet and spanning

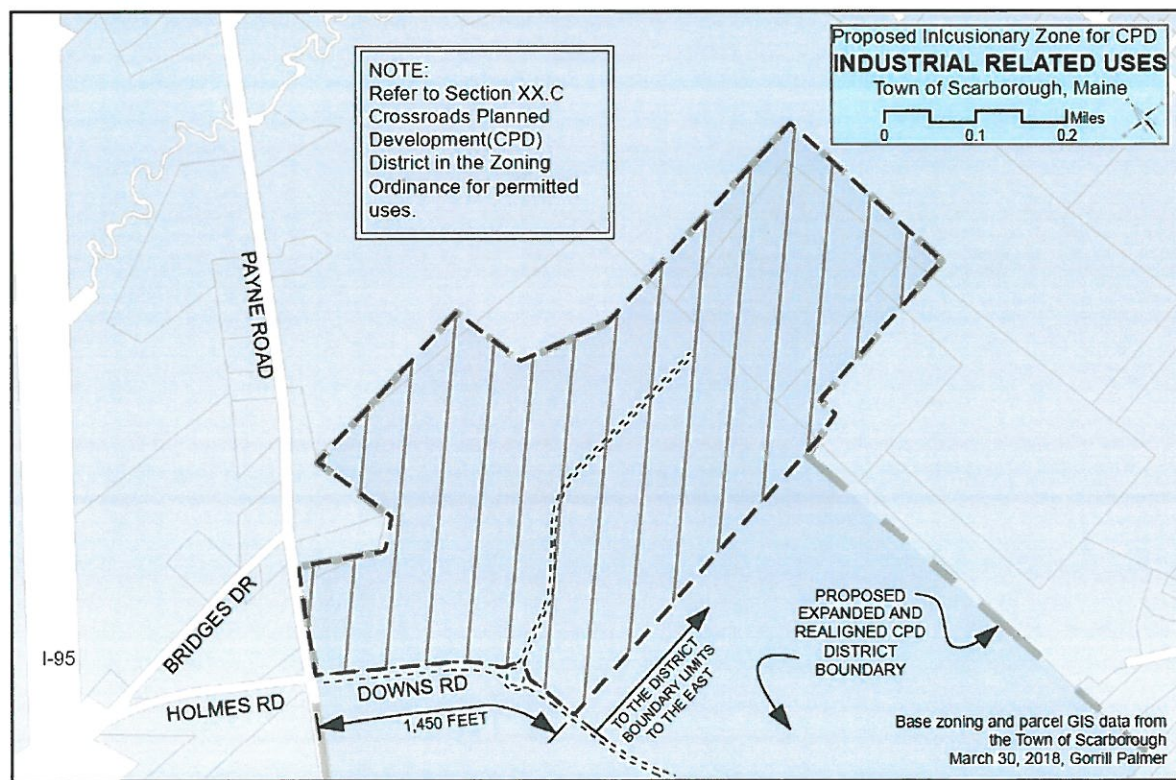
from the Downs Road easterly to the limits of the CPD zoning district boundary as depicted in the diagram below. The permitted uses specifically allowed within this area are subject to:

- 1) A 250-foot setback from the center line of Payne Road.
- 2) A 250-foot setback from the Downs Road, as depicted on the Approved Conceptual Infrastructure Plan.
- 3) A 100 ft. setback and buffer to any adjacent residential district or natural resource district in accordance with subsection D.2. of this district.
- 4) The performance standards of Section IX(A) of this ordinance.
- 5) The permitted uses specifically allowed within this area shall not be subject to the Design Standards for Scarborough's Commercial Districts.

The diagram and description above establish the maximum area allowed for these non-residential uses, but does not bind or require this area to be exclusively developed with these specific uses. The planned development process shall be used to establish the design, buffering details, and extent of these non-residential uses within this inclusionary area and whether this area also includes other uses and development allowed district wide.

3. Amend Section XXC. CROSSROADS PLANNED DEVELOPMENT DISTRICT (CPD) II. ADDITIONAL DEVELOPMENT STANDARDS, C. ADDITIONAL DEVELOPMENT STANDARDS APPLICABLE TO BOTH CONVENTIONAL AND PLANNED DEVELOPMENTS (CPD) I. as follows (additions are underlined; deletions are struck through):

1. Commercial Design Standards – All development within the District must be consistent with the Design Standards for Scarborough's Commercial Districts, with the exception of the uses allowed for under subsection D.14. of this district.



Proposed Amendments to the Crossroads Planned Development District (CPD) of the Town of Scarborough Zoning Ordinance Regarding Landscape and Natural Buffers

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that the following amendment to the Zoning Ordinance of the Town of Scarborough, Maine, be and hereby are adopted:

1. Amend Section XXC. CROSSROADS PLANNED DEVELOPMENT DISTRICT (CPD) I. BASIC STANDARDS D. SPACE AND BULK REGULATIONS (CPD) 2. Planned Developments as follows (additions are underlined; deletions are struck through):

All buildings and related parking and access drives must be setback from the boundary of the CPD District in accordance with the following standards and the minimum required setback area shall treated as a buffer in accordance with Section VIII. if applicable. This requirement shall not preclude the construction of streets or utilities that cross the buffer strip.

Adjacent Zoning District	Minimum Setback
A "Residential District" or "Natural Resource District"	100 feet
~~A "Mixed Use District"~~	~~50 feet~~
~~A "Commercial Industrial District"~~	~~50 feet~~

2. Amend Section XXC. CROSSROADS PLANNED DEVELOPMENT DISTRICT (CPD) II. ADDITIONAL DEVELOPMENT STANDARDS D. ADDITIONAL DEVELOPMENT STANDARDS APPLICABLE TO PLANNED DEVELOPMENTS 8. as follows (additions are underlined; deletions are struck through):

1. Streetscape Treatment -- The streetscape along internal streets and driveways within a Planned Development shall exhibit a compact layout, form and scale. The streetscape shall be designed with shade trees on both sides; road widths that are of a compact, urban scale; human-scale street lighting; frequent intersections and crosswalks; and sidewalks. The streetscape of internal streets may also include on-street parking on one or both sides of the streets or driveways.

The streetscape along Haigis Parkway, Route One and Payne Road that border the district shall incorporate a landscaped or natural vegetated buffer strip. The width of the buffer strip shall be a minimum of twenty-five (25) feet when it abuts the Haigis Parkway and fifteen (15) feet when it abuts Route One and Payne Road.

Proposed Amendments to the Crossroads Planned Development District (CPD) of the Town of Scarborough Zoning Ordinance Regarding Earthwork, Extraction and Construction Activities Incidental to Site Development

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that the following amendment to the Zoning Ordinance of the Town of Scarborough, Maine, be and hereby are adopted:

Amend Section XXC. CROSSROADS PLANNED DEVELOPMENT DISTRICT (CPD) II. ADDITIONAL DEVELOPMENT STANDARDS D. ADDITIONAL DEVELOPMENT STANDARDS APPLICABLE TO PLANNED DEVELOPMENTS as follows (additions are underlined; deletions are struck through):

15. Earthwork, Material Extraction and Construction Activities Incidental to Site Development

Activities that are typical of earthwork, material extraction and construction including, but not limited to the excavation of earthen material and aggregate, material processing, material stockpiling and storage, and similar activities are allowed in accordance with the following performance standards:

- a. Material extraction and processing allowed for under this subsection shall be for the sole purpose of supporting development, site work and the installation of infrastructure located exclusively within the CPD District.
- b. Notwithstanding contrary provisions in the Extractive Industry Ordinance, excavation may occur below the seasonal high-water table for the purpose of creating water features within the development project. Any excavation below 12 inches above the seasonal high-water table shall be in accordance with a plan approved by the Planning Board. This plan shall include the limits, design and final restoration of the excavation area and its functions and values.
- c. The stockpiling and processing of aggregate and earthen materials shall comply with a site plan and operations plan to be reviewed and approved by the Planning Board. This operations plan shall include: a description and location of the activity; its proximity to existing development within and outside the District; general hours of operation, methods of operation and safeguards in place to mitigate dust, smoke and other environmental factors, and a restoration plan when applicable.
- d. Any deviation and changes to the Operations Plan must be approved in advanced by the Planning Director with consultation with other town staff and departments.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – APRIL 18, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-032. Move approval of the first reading and refer to the Planning Board the proposed amendments to the Town of Scarborough Zoning Map and schedule a public hearing upon receipt of the Planning Board recommendations. [*Crossroads Holdings LLC/LRPC*]

Crossroads Holdings LLC/LRPC

Ought to Pass

Sponsor

Recommendation

04/18/18 - Vote:

First Reading/Vote

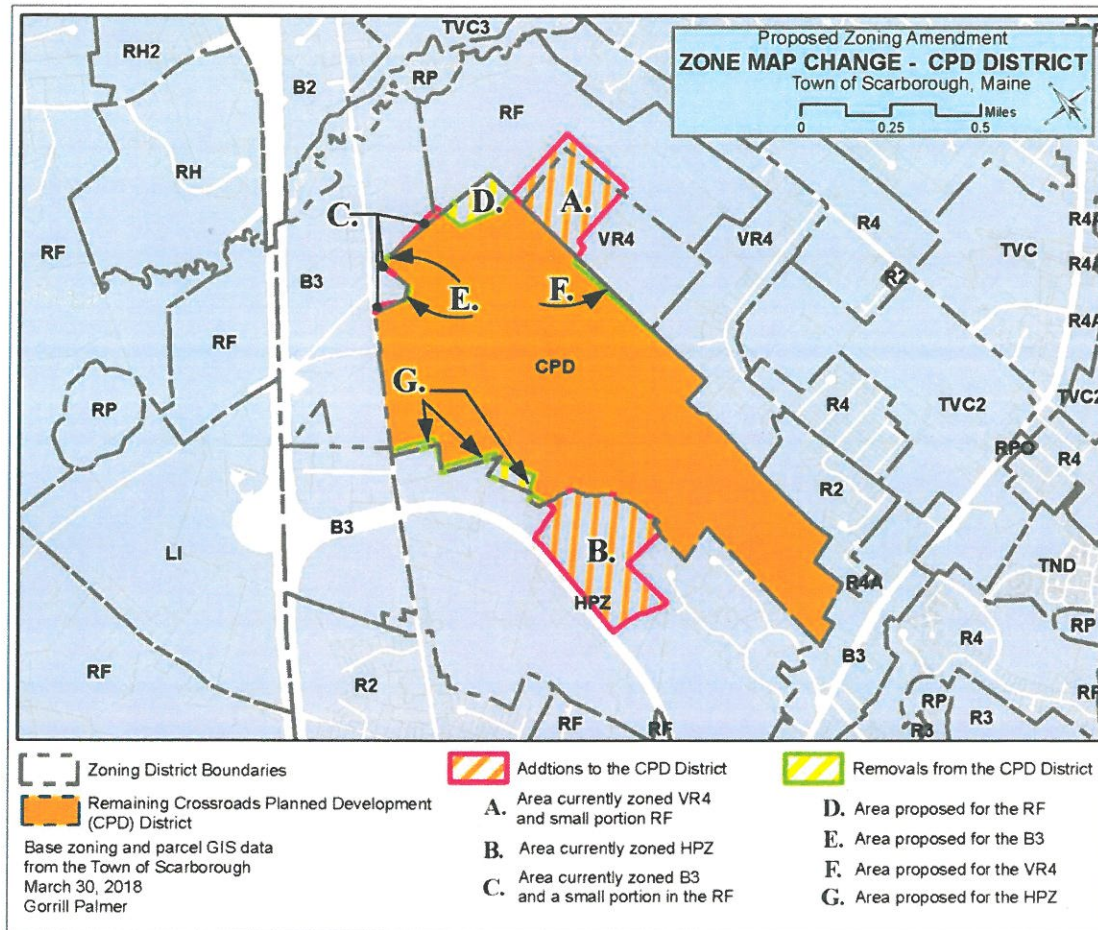
Scheduled after the Planning Board Hearing.

Public Hearing

Second Reading/Final Approval/Vote

Proposed Amendment to the Town of Scarborough's Official Zoning Map to Modify the Boundaries of the Crossroads Planned Development District (CPD)

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that the following amendment to the Official Zoning Map of the Town of Scarborough, Maine, be and hereby are adopted:



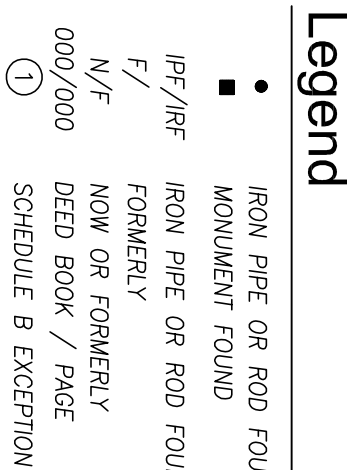
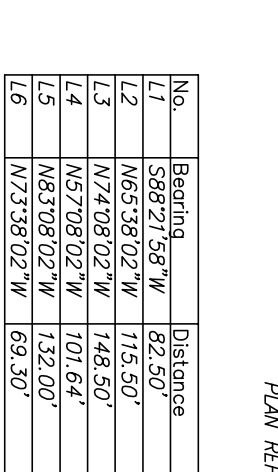
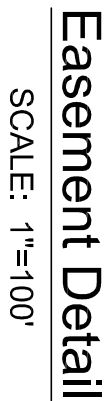
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE C ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 23005, 00021D, WHICH BEARS AN EFFECTIVE DATE OF JUNE 19, 1985 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

NONE PROVIDED

1. PLAN OF LEBROCK ROAD EXTENSION, SCARBOROUGH, MAINE DATED FEBRUARY 7, 1953 BY C.T. PILLSBURY, PROF. ENGINEER RECORDED APRIL 29, 1960 IN CUMBERLAND COUNTY REGISTRY OF DEEDS PLAN BOOK 53 PAGE 45.

2. STANDARD BOUNDARY AND TOPOGRAPHIC SURVEY OF FIRE WAREHOUSE ROUTE ONE, SCARBOROUGH, ME FOR THE INDEPENDENCE CENTRAL, INC. DATED 12/25/94 REVISED 8/11/94 BY STENO 0 WAREHOUSE.

41. EDDIE F. STEVENS SUBDIVISION SCARBOROUGH, HE RECEIVED IN JAN. 02, 1920. CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAIN BOOK 14 PAGE 42 DATED JAN. 02, 1920.
42. STANDARD BOUNDARY SURVEY DANCING MAINE CORPORATION SCARBOROUGH, MAINE. PLAN OF PROPERTY SCARBOROUGH DOWNS TIE 1 - PAINTE RD., SCARBOROUGH, MAINE DATED SEPT. 1988, BY HIA CESTI ASSOCIATES, INC.
43. STANDARD BOUNDARY SURVEY ON U.S. ROUTE ONE, SCARBOROUGH, MAINE BY OWEN HASKELL, INC.
44. STANDARD BOUNDARY SURVEY OF THE TOWN OF SCARBOROUGH, MAINE FOR DANCING MAINE CORPORATION DATED MAY 1980 BY SURVEY, INC.
45. SUBDIVISION PLAN OF INTERURBAN PLACE SWINER ROAD, SCARBOROUGH, MAINE FOR BROWN DEVELOPMENT CORP. SHEET 2 OF 6 DATED 11/12/79 REVISED 1/24/70 RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS PLAIN BOOK 200 PAGE 100 BY SEADOG TECHNIQUES.
46. PLAN OF SWINER ROAD FOR TOWN OF SCARBOROUGH, DATED MAY 1972 REVISED 9/6/95 BY OWEN HASKELL, INC.
47. SWINER ROAD WOODS SCARBOROUGH, MAINE DEVELOPED BY JOHN & STEPHEN PETERS DATED AUGUST 1984 RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS PLAIN BOOK 144 PAGE 67 BY SURVEY, INC.
48. PLAN OF LAND IN SCARBOROUGH, MAINE FOR ARMAND E. WELBY DATED 1/23/81 REVISED 6/28/90 BY OWEN HASKELL, INC.
49. 11. MAINE STATE HIGHWAY COMMISSION RIGHT OF WAY MAP, STATE HIGHWAY "A", FEDERAL AID PROJECT NO. F-01-1 (20) DATED JANUARY 1967 S.H.C. FILE NO. 3-176 SHEET NO. 5 OF 6 RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS PLAIN BOOK 88 PAGE 16.
50. 12. STATE OF MAINE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP STATE AID HIGHWAY NO. 9 FEDERAL AID PROJECT NO. RS-0728 (2) D.O.T. SHEET NO. 3-514 SHEET NO. 4 OF 6 DATED MAY 1963 REVISED 3/26/94.
51. 13. STATE OF MAINE DEPT. OF TRANSPORTATION RIGHT OF WAY MAP CONNECTOR (1) - SPOUR (2) - PLAIN STATE PROTECTION ROAD NO. 002935 008 F-01-1 (93) 81-WH-01-223 (21) D.O.T. FILE NO. 3-549 DATED APRIL 1972 RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS PLAIN BOOK 197 PAGE 222.
52. 14. PLAN OF THE NORTHERLY PART OF THE TOWNSHIP SWINER, SWEETED MAINE 1906 CONTAINING 284 ACRES BY WILLIAM KNOTTON, RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAIN BOOK NO. 11 PAGE 27 DATED NOVEMBER 8, 1906.
53. STANDARD BOUNDARY SURVEY PLAN OF PROPERTY SCOTTON HILL ROAD, SCARBOROUGH, MAINE MADE FOR CANOCHETTE / APPELBE, DATED FEBRUARY 26, 1981 RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAIN BOOK 165 PAGE 41 BY R.P. TITMOORE ASSOCIATES, INC.
54. PLAN OF A PIECE OF LAND FOR MR. SAMUEL MCNEVEN OF SCARBOROUGH, DATED THE 18TH DAY OF FEBRUARY IN THE YEAR 1878 RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAIN BOOK 4 PAGE 12 BY OWEN HASKELL, INC.
55. 17. APPROPRIATE BOUNDARIES OF LAND OF JENS CARLSON, SCARBOROUGH, MAINE APPROXIMATELY 35 ACRES.
56. PLAN OF PROPERTY IN SCARBOROUGH MAINE SURVEYED FOR DUNE AND ALAN COLE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS PLAIN BOOK 125 PAGE 76 DATED FEBRUARY 1980 BY EDWIN A. SWANDEES.
57. STANDARD BOUNDARY SURVEY SWINER ROAD SCARBOROUGH, MAINE FOR EMMALEEINE G. DOUGHERTY DATED WINE, 2001 BY SURVEY, INC.
58. STANDARD BOUNDARY SURVEY ON U.S. ROUTE ONE, SCARBOROUGH, MAINE MADE FOR KERRY ANDRONAKI, DATED SEPT. 22, 1997 REVISED 10/23/97 BY OWEN HASKELL, INC.
59. 11. MAINE STATE HIGHWAY COMMISSION PLAN OF PROPOSED RELATIONSHIP STATE HIGHWAY "A", SCARBOROUGH - CUMBERLAND COUNTY DIST. 838 SHEET NO. 441.



●	IRON PIPE OR ROD FOUND
■	MONUMENT FOUND
IPF/IRF	IRON PIPE OR ROD FOUND
F/	FORMERLY
N/F	NOW OR FORMERLY
000/000	DEED BOOK / PAGE
①	SCHEDULE B EXCEPTION



1. OWNER OF RECORD: DARRIC MAINE CORPORATION, 1 SCARBOROUGH DOWNS ROAD, SCARBOROUGH, MAINE, C.C.R.D. BOOK 4411 PAGE 316, BOOK 4775, PAGE 139, BOOK 22895, PAGE 292.

2. PARCEL IS SHOWN AS LOT 4 OF THE TOWN OF SCARBOROUGH ASSESSORS MAP R9-2.

3. RESEARCHERS ARE BASED ON GPS DERIVED COORDINATES FROM AERIAL IMAGING DATA PROVIDED FOR THIS PROJECT.

- [illegible]

1 Scarborough Downs Road
Borough, Cumberland County, Maine

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(A), 6(B), 10(A), 13, 14, 16, 17, 18 AND 21(A) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED IN FEBRUARY 2003.

OWEN HASKELL, INC.



OWNED BY:	DATE: 11/11/2011	SCALE: 1" = 250'	DRWG. NO. 1 OF 2
CHECKED BY: WCS	FILED: 11/11/2011		

