AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 19, 2018
REGULAR MEETING – 6:00 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: September 5, 2018 - Regular 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. 18-061, 7:00 p.m. Public Hearing of the Scarborough Town Council and Planning Board for preliminary review of a contact zone application submitted by Clearview Condominium Association, with action by the Scarborough Town Council. *[Contract Zone Applicant]*

Order No. 18-029, 7:00 p.m. Public hearing 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. 18-055, 7:00 p.m. Public hearing on the proposed amendments to Chapter 405 – the Scarborough Zoning Ordinance, Section VI. Definitions – Affordable Housing. *[Housing Alliance Committee]*

OLD BUSINESS:

Order No. 18-062. Act on the request to approve the names posted to the various committees/boards as recommended by the Appointments/Negotiations Committee.

NEW BUSINESS:

Order No. 18-063. First reading and refer to the Planning Board the proposed amendments to the Town of Scarborough Zoning Map. *[Long Range Planning Committee]*

Order No. 18-064. Act on the request to authorize the sale of tax-acquired properties, as recommended by the Assistant Town Manager and to authorize the Town Manager to sign any and all documents necessary. *[Assistant Town Manager]*

Order No. 18-065. Act on the request to set the date, time, and location of the Municipal Elections for Tuesday, November 6, 2018, at the Scarborough High School – Alumni Gym; appoint the warden and deputy warden, set the hours for voter registration, and act on appointments of election/ballot clerks, pursuant to Chapter 200 – Article VIII. Nomination and Elections and authorize the Town Clerk to make any additional appointments as necessary. *[Town Clerk]*

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.

Order No. 18-066. Act on the request for an executive session pursuant to Title 1 M.R.S.A. §405(6)(c) in consultation with legal counsel relating to the proposed Downs Credit Enhancement Agreement. *[Town Manager]*

Item 12. Adjournment.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 19, 2018
REGULAR MEETING – 6:00 P.M.

Order No. 18-061. Move approval on the request: (1) to withdraw the request for contract zoning **OR** (2) to continue to process the request for contract zoning, with or without modifications suggested by the Council; **OR** (3) to revise and resubmit the application for contract zoning, under Section II(I)(4)(a)(i) of Chapter 405 – the Contract Zone Ordinance, from Clearview Condominium Association, with action by the Scarborough Town Council. *[Contract Zone Applicant]*

Contract Zone Applicant

Sponsor

Ought to Pass

Recommendation

09/05/2018 - Vote:

First Reading/Vote

9/19/2018

Public Hearing

N/A

Second Reading/Final Approval/Vote

SCARBOROUGH, MAINE INC. 1658

To: Town Council and Planning Board
From: Jay Chace, Planning Director
Date: September 13, 2018
Cc: Tom Hall

RE: Clearview Condominium Association-Contract Zone Proposal
Joint Council and Board meeting, September 19, 2018

The intent of this memorandum is to layout the September 19th meeting processes for the Clearview Condominium Association contract zone proposal that will be jointly considered by the Council and Planning Board. The joint public hearing meeting, beginning at 7 pm, is the first required procedure for considering a contract zone proposal.

The Clearview Condominium Association's contract zone proposal would establish excess residential density beyond what the existing zoning in the neighborhood would permit for the development of three additional single family lots on a "vacant lot" controlled by the Association.

The need for the contract zone request is due to the fact that when the subdivision for the condominium complex was approved the developer maximized the residential density capacity (40 total units) for the entire parcel, which included the "vacant lot" land area. Although the application materials state, "The land area of the vacant lot serves no practical purposes with respect to the development within Phase I and Phase II", the "vacant lot" area was utilized in the density calculation which established the total number of units that were approved as part of the subdivision and constructed. Therefore the three proposed new single family lots on the "vacant lot" would exceed the allowed "maximum net residential density" for the zoning district in the neighborhood (R4-A). The ability to exceed the density allowance of the zoning standards can only be accomplished by changing the zoning standards which this contract zone proposal seeks to accomplish.

In advance of September 19th meeting, Council and Board members should review the Contract Zone requirements as established in Section II.(I) of the Zoning Ordinance. Below are excerpts from the ordinance related to review criteria as well as the procedures for contract zones.

Excerpt from zoning ordinance, section II.I.3, Public Benefit Required:

Contract zoning shall promote the general welfare of the residents of the Town of Scarborough. The Town Council shall approve a contract zoning request only if it determines, exercising its sole and exclusive judgment as the legislative body of the Town, that the proposed contract zoning is in the public interest and will have beneficial effects on the Town as a whole which would not result if the property were developed under the existing zoning district classification. Guidelines for the Council to apply in making

those determinations are set forth in Appendix A to this Ordinance (The guidelines of Appendix A are presented as Attachment A to this memo).

Excerpt from zoning ordinance section II.I.4.a.iii, Procedures:

I*n accordance with the Zoning Ordinance, Section II(I)4(a.)iii, the joint Planning Board/Town Council meeting shall be conducted as follows:*

- *Presentation by the applicant.*
- *Comments from Town staff.*
- *Comments from members of the public. (This shall constitute the public hearing by the municipal reviewing authority required by 30-A M.R.S.A. § 4352(8).)*
- *Response or rebuttal from applicant.*
- *Discussion among members of the Planning Board and the Town Council, which may include questions posed to the applicant, staff and the public.*
- *Comments from members of the Planning Board concerning the land use implications of the proposed contract zoning amendment.*
- *Preliminary Town Council discussion of contract zoning amendment.*

The Joint Planning Board/Town Council meeting may be continued from time-to-time by vote of the Town Council until the Council has concluded its discussion and is prepared to give the applicant preliminary direction concerning the further processing of the contract zoning request. At the conclusion of the discussion, the Council shall, by vote, advise the applicant: (1) to withdraw the request for contract zoning; (2) to continue to process the request for contract zoning, with or without modifications suggested by the Council; or (3) to revise and resubmit the application for contract zoning, under Section II(I)(4)(a)(i) above. The vote of the Town Council shall constitute direction from the Council to the applicant as to how to proceed, but shall not be binding on either the applicant or the Council, which reserves its sole and exclusive judgment as the elected legislative body of the Town of Scarborough until its final vote on the proposed contract zoning amendment.

Attached to this memo is the "Summary of Procedural Steps for Contract Zoning" as established in Zoning Ordinance. As highlighted in Attachment A, "Summary of Procedural Steps" [Appendix B of the Zoning Ord.], the application is in Phase I, Step Three of the review process which, as stated above, is a preliminary review by the Council and Board.

I hope this memo proves useful for Board and Council members as you move toward the meeting on September 19.

Attachment A

Zoning Ordinance, Appendix A-

In determining whether a proposed contract zoning is in the public interest and will have beneficial effects on the Town as a whole, which would not result if the property were developed under the existing zoning district classification, the Town Council may consider, but shall not be limited to, the following factors:

- The development proposed by the contract zoning request will have a net positive effect on the Town's tax base or will provide payments in lieu of taxes at least equivalent to the development's projected demand on municipal services.
- The development proposed by the contract zoning request will create either direct or indirect employment opportunities or will otherwise have a positive impact on the Town's economy.
- The development proposed by the contract zoning request will enhance the variety of housing types available in Scarborough.
- The development proposed by the contract zoning request will foster demographic diversity in Scarborough's population.
- The development proposed by the contract zoning request will have the effect of maintaining and enhancing property values in the neighborhood and/or in the Town as a whole.
- The development proposed by the contract zoning request will be designed, constructed and maintained in a way which enhances its surroundings and, particularly if it involves a use different from neighboring uses, will utilize architectural, landscaping and design techniques to achieve reasonable compatibility with neighboring uses.
- The development proposed by the contract zoning request will preserve open space which might not be preserved if the property were developed under the existing zoning district classification.
- The development proposed by the contract zoning request will provide public access to water bodies, open space land or outdoor recreational opportunities.
- The development proposed by the contract zoning request will provide recreational, social or cultural facilities available in whole or in part to the public.
- The development proposed by the contract zoning request will preserve unique or sensitive environmental features.
- The development proposed by the contract zoning request will preserve scenic views, vistas or corridors.
- The development proposed by the contract zoning request will preserve and maintain historical or archeological features.
- The development proposed by the contract zoning request will preserve agricultural uses or agricultural lands.
- The applicant has volunteered to provide or to fund off-site improvements or activities in exchange for, and related to, any relaxation of the standards of the current zoning district classification. Examples include, but are not limited to, preservation of off-site wetlands in return for the ability to fill or disturb certain wetlands on the site, and preservation of off-site open space in return for the allowance of higher density on the site.
- The development proposed by the contract zoning agreement will provide goods, services or amenities desirable for community life.

Attachment B

Zoning Ordinance, Appendix B- Summary of Procedural Steps for Contract Zoning

This summary is intended to provide a shorthand guide to the contract zoning process for applicants, Town officials and the public. This summary does not substitute for the text of Section II(I) of the Zoning Ordinance, which governs the process for contract zoning.

Phase 1 – Preliminary Joint Review by Planning Board and Town Council

Step One: The applicant files an application for contract zoning with the Town Planner.

Step Two: The Town Planner evaluates the application for completeness.

Step Three: The Planning Board and Town Council conduct a joint meeting for preliminary review of the contract zoning application. The joint meeting includes:

a. Public hearing under 30-A M.R.S.A. § 4352(8).
b. Planning Board comments on the land use implications of the proposed contract zoning.
c. Council discussion of the proposed contract zoning.
d. Council's preliminary direction to the applicant concerning further proceedings on the contract zoning request.

Phase 2 – Planning Board Plan Review

Step Four: The applicant files the application for site plan approval (and subdivision approval, if required).

Step Five: After public hearing, the Planning Board grants preliminary, provisional approval to the site plan (and subdivision plan, if required).

Phase 3 – Town Council Action

Step Six: The Town Council holds the first reading of the contract zoning amendment.

Step Seven: The Town Council holds a public hearing.

Step Eight: The Town Council holds the second reading and votes on the contract zoning amendment.

Step Nine: The applicant records the contract zoning agreement in the registry of deeds.

Phase 4 – Final Planning Board Action

Step Ten: The Planning Board grants final site plan approval (and subdivision approval, if required).

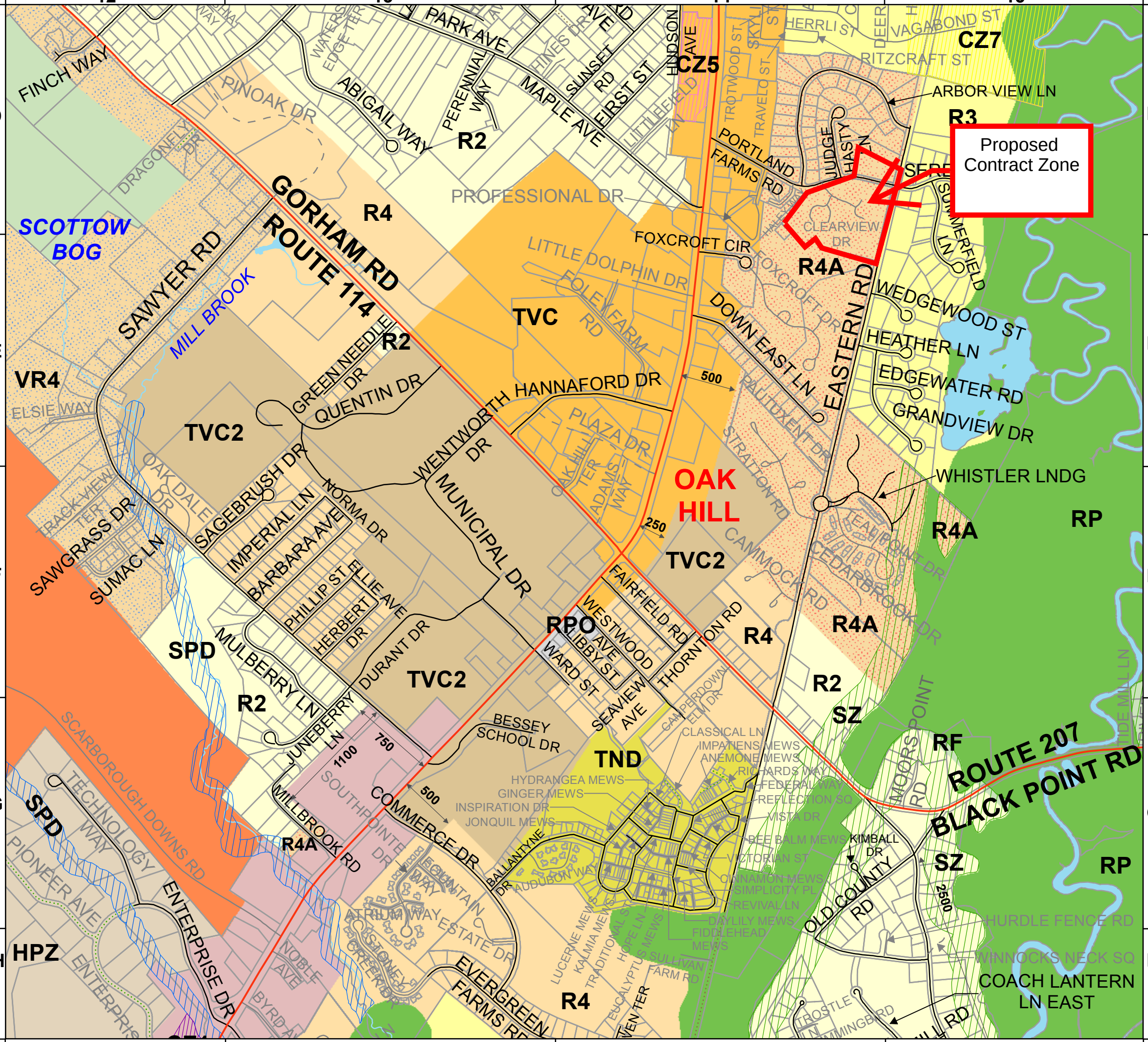
APPLICATION FOR CONTRACT ZONING

Submitted by the Risbara Clearview Condominium Association for the proposed subdivision of a vacant lot on the corner of Portland Farms Road and Eastern Road

Town of Scarborough Zoning Ordinance
Section II.I.4(a)(i)

Submission Requirement #1: A map showing existing and proposed zoning district lines.

See attached Oak Hill portion of the Zoning Map of the Town of Scarborough. The property is located within the R4A Zoning District as depicted on the Zoning Map, and the proposed Contract Zone is outlined in red.


12
13
14
15
D
E
F
G
H
Proposed Contract Zone
CZ5
CZ7
R2
R3
R4
R4A
VR4
TVC
TVC2
SPD
RPO
TND
SZ
RF
RP
HPZ
OAK HILL
SCOTTOW BOG
GORHAM RD
ROUTE 114
BLACK POINT RD
ROUTE 207
SAWYER RD
MILL BROOK
EASTERN RD
PROFESSIONAL DR
HANNAFORD DR
COMMERCE DR
MILLBROOK RD
ENTERPRISE DR
EVERGREEN FARMS RD
OLD COUNTY RD
FINCH WAY
PINOAK DR
ABIGAIL WAY
PERENNIAL WAY
PARK AVE
MAPLE AVE
SUNSET RD
FIRST ST
HUDSON AVE
PORTLAND FARMS RD
FOXCROFT CIR
LITTLE DOLPHIN DR
FOLEY FARM RD
DOWN EAST LN
WEDGEWOOD ST
HEATHER LN
EDGEWATER RD
GRANDVIEW DR
WHISTLER LNDG
ARBOR VIEW LN
HERRLI ST
VAGABOND ST
RITZCRAFT ST
DRAGONFLY DR
GREEN NEEDLE DR
QUENTIN DR
WENTWORTH DR
MUNICIPAL DR
SAGEBRUSH DR
NORMA DR
OAK DALE DR
TRACK VIEW TER
SAWGRASS DR
SUMAC LN
ELSIE WAY
IMPERIAL LN
BARBARA AVE
PHILLIP ST
LILLIE AVE
HERBERT DR
DURANT DR
MULBERRY LN
JUNEBERRY LN
SCARBOROUGH DOWNS RD
BESSEY SCHOOL DR
WESTWOOD AVE
LIBBY ST
WARD ST
SEAVIEW AVE
FAIRFIELD RD
THORNTON RD
CANNOCK RD
CEDARBROOK DR
MOORS POINT RD
CLASSICAL LN
IMPATIENS MEWS
ANEMONE MEWS
RICHARDS WAY
FEDERAL WAY
REFLECTION SQ
VISTA DR
BEE BALM MEWS
VICTORIAN ST
CINNAMON MEWS
SIMPLICITY PL
REVIVAL LN
DAYLILY MEWS
FIDDLEHEAD MEWS
HYDRANGEA MEWS
GINGER MEWS
INSPIRATION DR
JONQUIL MEWS
BALLANTYNE DR
AUDUBON WAY
SOUTHPOINTE DR
FOUNTAIN WAY
ATRIUM WAY
ESTATE DR
NOBLE AVE
BYRD AVE
TECHNOLOGY WAY
PIONEER AVE
ENTERPRISE DR
LUCERNE MEWS
KALMIA MEWS
TRADITIONAL LS
HOPE LN
EUCALYPTUS MEWS
SULLIVAN FARM RD
KIMBALL DR
HURDLE FENCE RD
WINNOCKS NECK SQ
COACH LANTERN LN EAST
TROSTLE LN
HUMMINGBIRD RD
PLAZA DR
ADAMS WAY
OAK HILL TER
STRATTON RD
PAUTUXENT DR
CLEARVIEW DR
SUMMERFIELD LN
JUDGE HASTY LN
TRAVELO ST
TROTWOOD ST
SKYLINE ST
DEER
LITTLEBEE LN
HAYDEN
500
250
750
1100
2500

Town of Scarborough Zoning Ordinance
Section II.I.4(a)(i)

Submission Requirement #2: The address or exact location of the request, including the Scarborough Assessor's map references for the property to be rezoned.

The property is located along Eastern Road and is bisected by Portland Farms Road. The property is referenced as Map U046, Lot 12, as shown on the attached Tax Map.

Although the Town's Tax Map shows the property as one lot, the property is actually two separate lots. One lot consists of the Clearview Condominium Association ("Phase I") and the other lot consists of the Risbara Clearview Condominium Association plus the vacant lot across Portland Farms Road ("Phase II").

The original plan of Clearview Condominiums dated June 22, 1988, and recorded in the Cumberland County Registry of Deeds in Plan Book 171, Page 69 illustrates the two phases of development (see attached).

Phase I was developed to include 16 condominium units and is known as the Clearview Condominium Association, formed on June 27, 1988 by Declaration recorded in Book 8361, Page 152.

Following the development of Phase I, the owners of the project transferred all of Phase II to Key Bank of Maine by deed dated October 21, 1991, recorded in the Cumberland County Registry of Deeds in Book 9758, Page 109. Key Bank of Maine then conveyed the property to Clearview Limited Partnership by deed dated October 9, 1992 and recorded in the Cumberland County Registry of Deeds in Book 10331, Page 248.

Clearview Limited Partnership conveyed Phase II to Risbara Clearview Development, LLC by deed dated March 7, 2006 and recorded in the Cumberland County Registry of Deeds in Book 23736, Page 189. Phase II was then developed to include 24 condominium units and is known as the Risbara Clearview Condominium Association, formed on April 24, 2006, by Declaration recorded in the Cumberland County Registry of Deeds in Book 23898, Page 268. Phase II is further depicted on a plan dated January 6, 2006 and recorded in the Cumberland County Registry of Deeds in Plan Book 206, Page 269 (see attached).

Map R076

Map U047

Map U045

Map R075

Zone R2

Zone TVC

Zone R4A

Zone R3

Zone RP

CLEARVIEW CONDOMINIUM

HUDSON AVENUE

FIRST STREET

ARBOR VIEW LN

S. ARBOR LN

JUDGE HASTY LANE

PORTLAND FARMS ROAD

PROFESSIONAL DR

MAPLE AVENUE

US ROUTE 1

FOXCROFT CIRCLE

EASTERN ROAD

SERENITY DRIVE

SUMMERFIELD LN

20' SEWER EASEMENT

15' DRAINAGE EASEMENT

R/W

Town of Scarborough Maine

For Assessing Purposes Only

Legend

- Railroad
- Easement & ROW Lines
- Parcels
- Water
- Townlines
- Surrounding Towns
- Zoning

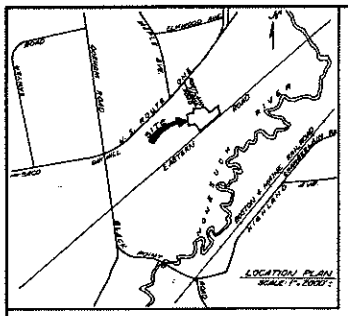
April 1, 2017

N

1 inch = 100 feet

Map Number

U046



APPROVED BY TOWN OF SCARBOROUGH PLANNING BOARD

DATE 6/27/88

25 0 30 100 150

NOTES:

1. TOTAL AREA = 581,947 SF = 13.36 ACRES. ZONING IS R-4A.
2. ALL PROPOSED ROADS EXCEPT PORTLAND FARMS ROAD TO BE PRIVATE AND TO REMAIN SO UNTIL SUCH TIME IT IS IMPROVED, WITHOUT COST TO THE TOWN, TO MEET THE STANDARD SPECIFIED IN THE STREET ACCEPTANCE ORDINANCE OF THE TOWN OF SCARBOROUGH, MAINE. STORM DRAINAGE AND STREET LIGHTING MAY BE REQUIRED BY THE BOARD IF DEEMED NECESSARY TO COMPLY WITH THE PURPOSES OF THIS ORDINANCE.
3. DEVELOPER AND BUILDER: ROCCO C. AND MARCIA A RISBARA AS TRUSTEES OF THE RISBARA FAMILY TRUST
4. SURVEYOR: R.P. TITCOMB ASSOCIATES, INC., 8 PORTLAND NORTH, BUSINESS PARK, FALMOUTH, MAINE 04105. - PERIMETER ONLY, SEE PLAN RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS
5. ENGINEER AND CONTOURS: RICHARD A. MANTHORNE, 32 COLUMBUS ROAD, CAPE ELIZABETH, MAINE 04107. CONTOURS ARE NATIONAL GEODETIC VERTICAL DATUM
6. ARCHITECT: ARCHITELLIC, 84 MIDDLE STREET, PORTLAND MAINE 04101. DESIGN OF BUILDINGS, ROADS, LAND PLANNING AND LANDSCAPE.
7. WATER OBTAINED FROM PORTLAND WATER DISTRICT.
8. ELECTRICAL SHALL BE UNDERGROUND.
9. PUBLIC SANITARY SEWER SYSTEM IS THE PROPERTY OF THE SCARBOROUGH SANITARY DISTRICT.
10. RUBBISH REMOVAL WILL BE DONE BY A PRIVATE CONTRACTOR AND AT THE EXPENSE OF THE HOME OWNERS ASSOCIATION.
11. CLEARVIEW DRIVE IS A PRIVATE WAY AND ALL PORTIONS THEREOF CREATED BY THE CONDOMINIUM SHALL BE MAINTAINED BY THE ASSOCIATION OR ITS HEIRS OR ASSIGNS.
12. GRANITE MONUMENTS TO BE SET AT ALL PERIMETER CORNERS WITHOUT EXISTING MONUMENTATION.
13. THIS PROJECT CONSISTS OF SIXTEEN TOWNHOUSES AND (3) EIGHT UNIT BUILDINGS.
14. REASON FOR REVISION - CHANGE LOCATION OF PROPERTY LINES IN AREA OF EXISTING STRUCTURE, CORRECT SOME RECORDED BOOK AND PAGES AND ADD LOCATION MAP, ALSO CORRECT DRAINAGE EASEMENT.

LEGEND:
- IRON FOUND
- MONUMENT FOUND
- UTILITY POLE
- FENCE LINE
- G GARAGE (LCE)
- P PATIO AND/OR DECK (LCE)
- NNBB NEED NOT BE BUILT
- LCE LIMITED COMMON ELEMENT
- PROPOSED SEWER MANHOLE & LINE

N/F ROCCO C. & MARCIA A. RISBARA 7670/107

N/F DOROTHY R. LIBBY 1637/18 & 2101/193

PORTLAND FARMS ROAD (PUBLIC STREET)

EXISTING STRUCTURE

DRIVE WAY

CLEARVIEW LANE

N/F MARCIA A. AND ROCCO C. RISBARA, JR. 8150/38

APPURTENANT EASEMENT AREA

N/F JOSEPH M. COHEN 2657/278

N/F ROCCO C. AND MARCIA A. RISBARA 4342/317

N/F MARCIA A. AND ROCCO C. RISBARA, JR. 8195/279

PERIMETER OF "MAINLAND OAKS"

N/F MARCIA A. AND ROCCO C. RISBARA, JR. 8181/232

CLEARVIEW DRIVE

BLDG. 1

BLDG. 2

BLDG. 3

BLDG. 4

BLDG. 5 NNBB 8 UNITS

BLDG. 6 NNBB 8 UNITS

BLDG. 7 NNBB 8 UNITS

EXISTING STRUCTURE (TO BE REMOVED)

N48°-10'-01"E 242.11'

RESERVED AREA FOR DEVELOPMENT 219,354 SF - 5.04 ACRES ARTICLE III DECLARATION

LAND PHASE II NEED NOT BE ADDED SEE DECLARATION ARTICLE III 362,390 SF - 8.32 ACRES

RESERVED 40' DRAINAGE EASEMENT - AREA = 31,332 SF

20' PUBLIC SEWER EASEMENT 3036/319

N/F MARCIA A. AND ROCCO C. RISBARA, JR. 4729/171

PORTLAND FARMS ROAD (PUBLIC STREET)

N41°-49'-39"W 439.28'

S48°-10'-01"W 849.10'

TO BLACK POINT ROAD

EASTERN ROAD

State of Maine, Cumberland ss
Registry of Deeds
Received 10/7/88
at 2:12 PM and recorded in
Plan Book 171 page 67
Attest Jayne H. Walsh
Register

1 of 2 sheets

RICHARD A. MANTHORNE 2384 REGISTERED PROFESSIONAL ENGINEER STATE OF MAINE

Richard A. Manthorne

Revised JUNE 22, 1988

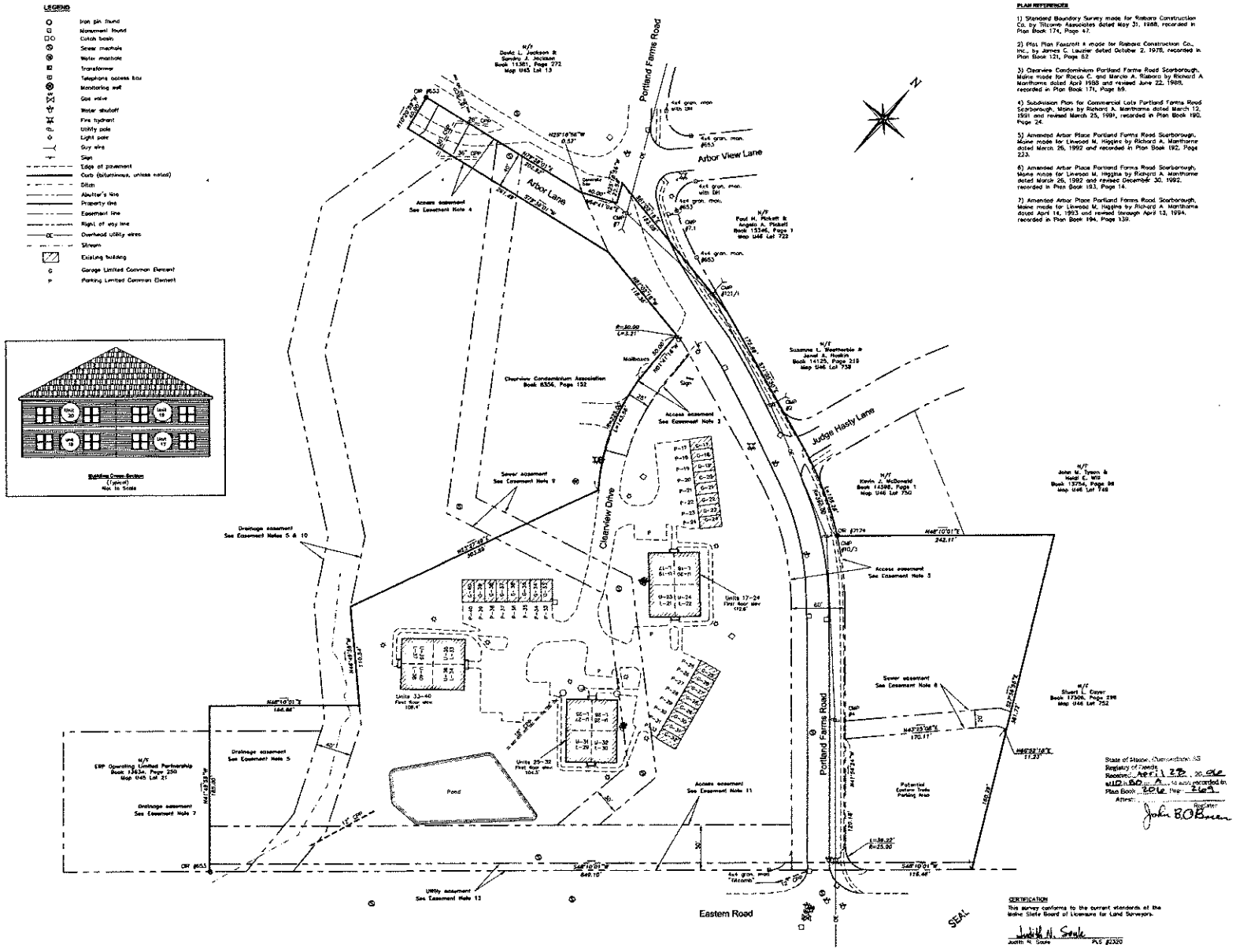
CLEARVIEW CONDOMINIUM
PORTLAND FARMS ROAD
SCARBOROUGH, MAINE

APRIL 1988 SCALE: 1"=50'

PREPARED BY:
RICHARD A. MANTHORNE, P.E. #2384
32 COLUMBUS ROAD
CAPE ELIZABETH, MAINE

FOR
ROCCO C. AND MARCIA A. RISBARA AS TRUSTEES OF THE RISBARA FAMILY TRUST.

1 of 2 Sheets



NOTES

1) Book and Page references are to the Cumberland County Registry of Deeds.

2) Bearings are referenced to True North. See Plan Reference 1.

3) All utility locations shown on the plan are approximate based on location of visible features and information provided by others. Dig Safe and/or the appropriate utilities should be contacted prior to any construction.

4) Arbor Lane and that portion of Portland Farms Road that lies within the property lines shown are private ways subject to rights of the public. See Easement Notes 3 and 4.

EASEMENTS and ENCUMBRANCES

1) Property benefits from a water line easement 20 feet wide granted by Clear View Condominium Association to Clearview Limited Partnership, the Portland Water District and the Scarborough Sanitary District by deed dated October 8, 1952, recorded in Book 10331, Page 259 (do not be plotted).

2) Property is subject to a perpetual access easement 25 feet wide granted by Key Bank of Maine to Clear View Condominium Association by deed dated September 11, 1992, recorded in Book 10313, Page 345.

3) Property is subject to a perpetual access easement 60 feet wide granted by the Risbara Family Trust to the Town of Scarborough by deed dated October 16, 1990, recorded in Book 9376, Page 89, which corrected a deed recorded in Book 9177, Page 181.

4) Property is subject to a perpetual access easement 40 feet wide granted by the Risbara Family Trust to the Town of Scarborough by deed dated October 16, 1990, recorded in Book 9376, Page 83, which corrected a deed recorded in Book 9177, Page 196.

5) Property is subject to two perpetual drainage easements granted by the Risbara Family Trust to the Portland Farms Trust, et al., by deed dated May 15, 1990, recorded in Book 9177, Page 180 and by deed dated May 15, 1990, recorded in Book 9174, Page 316.

6) Property is subject to a sewer easement 20 feet wide granted by the Risbara Family Trust to the Scarborough Sanitary District by deed dated May 15, 1990, recorded in Book 9177, Page 183.

7) Property benefits from a drainage easement granted by Marcia A. Risbara and Rocco C. Risbara, Jr. to the Risbara Family Trust, et al., by deed dated May 15, 1990, recorded in Book 9174, Page 320.

8) Property is subject to a utility easement granted by the Risbara Family Trust to Central Maine Power Company and New England Telephone and Telegraph Company by deed dated May 31, 1988, recorded in Book 6446, Page 203 (can not be plotted).

9) Property is subject to a sewer easement 30 feet wide reserved in Declaration of Clear View Condominium dated June 27, 1988, recorded in Book 8361, Page 152.

10) Property is subject to a drainage easement 40 feet wide reserved in Declaration of Clear View Condominium dated June 27, 1988, recorded in Book 8361, Page 152.

11) Property is subject to a perpetual access easement 50 feet wide granted by Joseph W. Cohen to the inhabitants of the Town of Scarborough by deed dated September 4, 1958, recorded in Book 3056, Page 316.

12) Property is subject to a pole easement granted by Joseph W. Cohen to Central Maine Power Company and New England Telephone and Telegraph Company by deed dated June 28, 1951, recorded in Book 2045, Page 278 (can not be plotted)

13) Property is subject to a pole easement granted by Henry A. Hall to New England Telephone and Telegraph Company by deed dated February 2, 1920, recorded in Book 1228, Page 182.

Rev. 5	04/10/06	Add Potential Eastern Trails Parking Area	JMS
Rev. 4	03/23/06	Revise Unit numbers	JMS
Rev. 3	03/09/06	Add unit numbers, building cross-section	JMS
Rev. 2	03/02/06	Add drainage easement #7, revise & assign unit numbers	JMS
Rev. 1	02/22/06	Revise lots block, add limited common elements	JMS

PLAN OF
Risbara Clearview Condominium
Portland Farms Road — Scarborough, Maine
MADE FOR
Risbara Clearview Development LLC
197 U. S. Route One — Scarborough, Maine

JOB#	88020	DATE: January 9, 2006	SCALE: 1" = 50'
BOOK#	781		
88020-RS.dwg			
FILE#	4737		

Titcomb Associates
125 Gray Road
Falmouth, Maine 04105 (207)797-0199

Town of Scarborough Zoning Ordinance
Section II.I.4(a)(i)

Submission Requirement #3: The name, address and telephone number of the property owner and of the applicant, if the applicant is not the owner.

The property owners are individual condominium unit owners. The Board of Directors of the Clearview Condominium Association has authorized President Matt Garrett to file this application on behalf of the Clearview Condominium Association.

The applicant's contact information is:

Matthew Garrett
4 Marsh Rock Circle
Scarborough, ME 04074
(207) 252-2185
Matt.mountaineerpg@yahoo.com

Also enclosed are the following documents as evidence of the Association's desire to submit this application:

- *Notice of Special Meeting of the Members of the Risbara Clearview Condominium to be held April 3, 2018;*
- *Minutes of the April 3, 2018 Special Meeting;*
- *Record of the votes of the Unit Owners at the April 3, 2018 meeting;*
- *Amendment to the Declaration of the Risbara Clearview Condominium Association;*

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

NOTICE OF SPECIAL MEETING OF THE MEMBERS TO BE HELD

5:00 pm, April 3, 2018 at

197 US Route One, Scarborough, Maine

Dated: March 20, 2018

At the direction of the Board of Directors, notice is hereby given that a special meeting of the members of the RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION has been called at the time and place specified above to consider the following items:

1. Certification of proper notice of meeting.

2. Review of Proxies – Certification of a quorum.

3. Vote to:

   (a) amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development on a portion of the Condominium Property (the "Sale Lot"), and

   (b) terminate and remove the Sale Lot from the Condominium by adopting the Amendment to the Condominium Declaration, and

   (b) adopt the revised Condominium Plat reflecting the removal of the Sale Lot from the Condominium Property, and

   (c) enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations, and

   (d) market the Sale Lot to the public for sale and ultimately to consummate the sale of the Sale Lot.

4. Adjourn.

The Amendment to the Declaration and the revised Plat shall only be effective upon recording in the Registry of Deeds so that if the Town does not agree to the Contract Zoning Amendment, the Amendment to the Declaration and revised Plat will not be recorded and will become null and void.

Even if you plan to attend the Special Meeting in person, THE BOARD REQUESTS ALL MEMBERS SIGN AND DATE THE ENCLOSED PROXY AND RETURN IT PRIOR TO THE MEETING via the means of delivery specified in the Proxy.

An 80% vote of owners is required to approve the Amendment to terminate a portion of the Condominium Property. Therefore, it is important that all members vote. IF YOU DO NOT SUBMIT A PROXY IN ADVANCE OF THE MEETING YOU MAY BE PERSONALLY CONTACTED BY THE MEMBERS OF THE BOARD OR MANAGER.

Matthew P. Garrett President

Mailed 1st class mail on March 20, 2018

Enclosures:

Proposed Amendment to 1992 Agreement between the Town of Scarborough and Risbara Clearview Condominium Association (2017)

Proposed Amendment to the Condominium Declaration

Proposed Revised Condominium Plat

Proposed Contract Zoning Agreement

Proxy Vote

Mailed 1st class mail on March 20, 2018

Risbara Clearview Condominium Association
Minutes to Special Meeting of the Members
Held on Tuesday, April 3, 2018 at 5 pm

The meeting was called to order by Matt Garrett, President;
The Quorum was certified;
Proper notice of the meeting was certified;

Charlie Katz-Leavy, Esq, of Jensen, Baird, Gardner & Henry, gave an overview of the Contract Zoning Agreement, Amendment to the 1992 Agreement, and Amendment to the Condominium.

Charlie Katz-Leavy, Esq. and Matt Garrett answered questions from Mark O'Leary and Sidney Stather regarding what could be developed on the vacant lot in terms of what the current R4A zoning would allow.

The current market analysis of the property was discussed and opinions were given of what the property value was as is and with improvements. Discussion was held as to how it would be in the association's best interest to sell the property as is.

A quote from Dayton Sand & Gravel was reviewed for the paving of the condo parking lot.

A review of possible net profit and costs of improvements, with respect to the current market analysis value, of the vacant lot.

A vote on the sale of the property was held. All homeowners present were required to fill out a proxy for recording purposes.

Meeting Was Adjourned -

4/30/18
Dated

Matthew P Garrett, President

4/30/2018
Dated

Sandy Taylor, Secretary

4.30.18
Dated

Scott McGrath, Treasurer

unanimous for

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION
SPECIAL MEETING ATTENDANCE
APRIL 3, 2018

UNIT #	OWNER NAME	PROXY (if applicable)	
17 PHILIPPE RAYMOND	Same	w/G.P.	Y
18 GORDAN PLATT	Same		Y
19 MEGAN O'LEARY			Y
20 MARC RISBARA		✓	Y
21 TIM DONAHUE	Same		Y
22 TIFFANY GOURLEY & ERIC JOHNSON	Same		Y
23 CATHERINE KIRSCHNER			Y
24 MATTHEW GARRETT		✓	Y
25 RISBARA CLEARVIEW LLC		✓	Y
26 SANDY TAYLOR		✓	Y
27 ROCCO RISBARA III		✓	Y
28 PETER HERMAN		✓	Y
29 JULIA RADOMSKI		✓	Y
30 TEM PROPERTIES, LLC		✓	Y
31 ROCCO RISBARA III		✓	Y
32 MARY LOU SMITH		✓	Y
33 HENRY & AGNES HEWITT			Y
34 JULIE SALVATO		✓	Y
35 J SCOTT MCGRATH			Y
36 JOEL & JENNIFER SIMONS			Y
37 MARJORIE SARGENT			
38 SIDNEY & DIANA STATHER			Y
39 WILLIAM SMITH		✓	Y
40 THERESA TOHER		✓	Y

Number present in person 16
Number present by proxy 7

Total needed for Quorum 13

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints GORDON PLATT or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☒ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March 24, 2018

s/ Phyllis Raymond
Print Name: Phyllis Raymond

Unit # 17

s/_____
Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
*If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have **both** parties execute the Proxy.*

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints Gordon L. Platt or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: ~~March~~ April 3, 2018

s/ Gordon Platt
Print Name: Gordon Platt

Unit # 18

s/_____
Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**. If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have **both** parties execute the Proxy.*

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION voted yes

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☐ in favor of ☑ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March APRIL 3, 2018, 2018

Unit # 19

s/ Mark O'Leary
Print Name: MARK O'Leary

Meagan O'Leary
s/ Beth O'Leary Meagan O'Leary
Print Name: BETH O'LEARY

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**. If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have **both** parties execute the Proxy.*

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March 30, 2018

s/ _____
Print Name: MARC S. RISBARA

Unit # 20

s/ _____
Print Name: _____

*Note: All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
*If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have **both** parties execute the Proxy.*

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March 03, 2018

s/ _____

Print Name: Timothy J Donahoe

Unit # 21

s/ _____

Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
*If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have **both** parties execute the Proxy.*

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated April 3rd, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: ~~March~~ April 3rd, 2018

s/ Eric M. Johnson

Print Name: Eric M. Johnson

Unit # 22

s/_____

Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☒ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March 26, 2018

s/ Catherine Kirschner
Print Name: Catherine Kirschner

Unit # 23

s/_____
Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March 20, 2018

s/ _____

Print Name: Matthew P. Garrett

Unit # 24

s/ _____

Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: April 3, 2018

s/ _____

Print Name: Rocco C. Risbara

Unit # 25

s/ _____

Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*

If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: ~~March~~ 4/3/2018, ~~2018~~

s/ Sandra Taylor

Print Name: Sandra Taylor

Unit # 36

s/_____

Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: April 3, 2018

s/ _____

Print Name: Rocco C. Risbara

Unit # 27

s/ _____

Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*

If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☒ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March ___, 2018

s/ Peter Herman

Print Name: Peter Herman

Unit # 28

s/_____

Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☒ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March 27, 2018

s/ Julia W Radomski

Print Name: JULIA W. RADOMSKI

Unit # 29

s/_____

Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
*If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have **both** parties execute the Proxy.*

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: ~~March~~ April 3, 2018

s/ Theresa E Michaud

Print Name: Theresa E Michaud

Unit # 30

s/_____

Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: April 3, 2018

s/_____

Print Name: Rocco C. Risbara

Unit # 31

s/_____

Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*

If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March 31, 2018

s/ Mary Lou Smith
Print Name: Mary Lou Smith

Unit # 32

s/ _____
Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote [X] in favor of [ ] against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March 2, 2018

s/ Henry M. Hewitt
Print Name: Henry M. Hewitt

Randy Garrett Randy Garrett

Unit # 33

s/ Agnes Hewitt
Print Name: Agnes Hewitt

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints Henry Hewitt or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March April 21, 2018, 2018

s/ Julie Salvato
Print Name: Julie Salvato

Unit # 34

s/ _____
Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: ~~March~~ APRIL 3, 2018

s/ _____
Print Name: James Scott McGrath

Unit # 35

s/ _____
Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
*If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have **both** parties execute the Proxy.*

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: ~~March~~ April 3rd, 2018

s/ Joel R Simons
Print Name: Joel R Simons

Unit # 36

s/ Jennifer N Simons
Print Name: Jennifer N. Simons

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☒ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March 30, 2018

s/ Sidney S. Stather
Print Name: Sidney Stather

Unit # 38

s/ Diana Stather
Print Name: Diana Stather

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
*If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have **both** parties execute the Proxy.*

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints Theresa Toher or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated 4/3/18, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: ~~March~~ March 26, 2018

s/ William Smith
Print Name: William Smith

Unit # 39

s/ William Smith
Print Name: William Smith

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

Proxy Vote for Special Meeting of The Members

The undersigned, being the owner(s) of the Unit identified below (the "Unit") in Risbara Clearview Condominium (the "Condominium"), HEREBY appoints _____ or if left blank, the Secretary of the Association or his/her designee, with full power of substitution to:

Vote ☑ in favor of ☐ against the following:

(a) Adoption of the proposed Amendment to the Condominium Declaration which terminates and removes a portion of the property (the "Sale Lot") from the Condominium as shown on the revised Plat dated _____, 2018, pending recording of the Amendment on or before December 31, 2018;

(b) Adoption of the revised Plat which shows the location of the Sale Lot, pending recording of the revised Plat on or before December 31, 2018;

(c) Amend the Agreement dated August 10, 1992 with the Town of Scarborough to allow development of the Sale Lot;

(d) Enter into a Contract Zoning Agreement with the Town of Scarborough to make the Sale Lot buildable under municipal land use regulations;

(e) Authorize the Board of Directors to market the Sale Lot for sale to the public and to sell the Sale Lot;

(f) Vote upon such other matters as shall legally come before the meeting or which may be necessary or appropriate to facilitate or implement the foregoing,

all as more fully described in the notice of special meeting of the Condominium as such meeting may be adjourned, with the same effect as if made by the Unit owner(s) if personally present at the Special Meeting.

Dated: March ___, 2018

s/ Theresa Toher
Print Name: Theresa Toher

Unit # 40

s/_____
Print Name: _____

Note: *All Owner(s) of record must **sign** this Proxy. It must be **dated**. Please list your **unit #**.*
If you are unsure whether the Unit is owned by two individuals (for example husband and wife) then please have both parties execute the Proxy.

Please mail the original of this Proxy to _____ at _____ or give it to a Board Member or have it hand delivered at the Special Meeting. Emailed text proxies are not valid.

AFTER RECORDING RETURN TO:
Charles Katz-Leavy, Esq.
Jensen Baird Gardner & Henry
P.O. Box 4510
Portland, Maine 04112-4510

AMENDMENT TO DECLARATION OF CONDOMINIUM OF RISBARA CLEARVIEW CONDOMINIUM

The RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION, a Maine non-profit corporation, hereby certifies that the following amendment to the Declaration of Condominium of Risbara Clearview Condominium, dated April 24, 2006 and recorded in the Cumberland County Registry of Deeds in Book 23898, Page 268, as amended, (the "Declaration") for property located in the City of Portland, County of Cumberland and State of Maine was adopted on ~~March~~ April 3, 2018 at a meeting of the unit owners at which 95.8 percent (95.8 %) of the members voted in favor of the Declaration amendments below: spell out

A. Voted: to Amend the Plat of the Condominium dated January 6, 2006 and last revised on April 10, 2006 and recorded in the Cumberland County Registry of Deeds in Plan Book 206, Page 269 (the "Plat") in order to terminate a portion of the Risbara Clearview Condominium, all as shown on the ~~Amended~~ Plat entitled "Amended Plat of Risbara Clearview Condominium" dated _____, 2018 prepared by St. Clair Associates, which ~~Amended Plat will be recorded~~ in the Cumberland County Registry of Deeds together herewith, and a reduced copy of which is attached hereto as Exhibit A and incorporated herein.

This Amendment to Declaration of Condominium of Risbara Clearview Condominium shall be effective only on recording in the Cumberland County Registry of Deeds. If this Amendment is not recorded in said Registry on or before December 31, 2018 it shall become null and void.

In all other respects said Declaration of Condominium of Risbara Clearview Condominium is hereby ratified and confirmed.

Witness its hand and seal as of Aug. 2, 2018.

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

By: Matthew P. Garrett

_____, President

By: _____
Sandra J Taylor, Secretary

State of Maine
County of Cumberland, ss

Aug 20, 2018

Then personally appeared before me the above named Matthew Gaertz in his/her said capacity and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said association.

Before me,

EDITH A. LEWIS
Notary Public - Maine
My Commission Expires
November 10, 2019

_____
Notary Public/~~Attorney at Law~~
Name: Edith Lewis

State of Maine
County of Cumberland, ss

Aug 20, 2018

Then personally appeared before me the above named Sandra Taylor in his/her said capacity and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said association.

Before me,

EDITH A. LEWIS
Notary Public - Maine
My Commission Expires
November 10, 2019

_____
Notary Public/~~Attorney at Law~~
Name: Edith Lewis

EDITH A. LEWIS NOTARY PUBLIC STATE OF MAINE

Town of Scarborough Zoning Ordinance
Section II.I.4(a)(i)

Submission Requirement #4: Evidence of the applicant's right, title or interest in the property.

See enclosed:

- *Articles of Incorporation of Risbara Clearview Development LLC*
- *Bylaws of the Risbara Clearview Condominium Association*
- *Quitclaim deed from Clearview Limited Partnership to Risbara Clearview Development LLC dated March 7, 2006.*

Note: The Declaration of the Risbara Clearview Condominium Association is available at the Cumberland County Registry of Deeds in Book 23898, Page 268, and can be provided upon request.

Filing Fee $40.00

DOMESTIC
NONPROFIT CORPORATION

STATE OF MAINE

ARTICLES OF INCORPORATION

File No 20060322ND Pages 3
Fee Paid $ 40
DCN 2053401300047 ARTI
----FILED----
12/01/2005

Julie L. Flynn
Deputy Secretary of State

A True Copy When Attested By Signature

Julie L Flynn
Deputy Secretary of State

Pursuant to 13-B MRSA §403, the undersigned incorporator(s) execute(s) and deliver(s) the following Articles of Incorporation:

FIRST: The name of the corporation is Risbara Clearview Condominium Association

SECOND: ("X" one box only Attach additional page(s) if necessary)

☐ The corporation is organized as a public benefit corporation for the following purpose or purposes

☒ The corporation is organized as a mutual benefit corporation for all purposes permitted under Title 13-B or, if not for all such purposes, then for the following purpose or purposes

THIRD: The name and registered office of the Registered Agent who must be a Maine resident, whose office is identical with the registered office, or a corporation, domestic or foreign, profit or nonprofit, having an office identical with such registered office

Lawrence R. Clough, Esq
(name)

3 Canal Plaza, Portland, ME 04101
(physical location - street (not P O Box), city, state and zip code)

P O. Box 15060, Portland, ME 04112
(mailing address if different from above)

FOURTH: The number of directors (not less than 3) constituting the initial board of directors of the corporation, if the number has been designated or if the initial directors have been chosen, is _____

The minimum number of directors (not less than 3) shall be 3 and the maximum number of directors shall be 9

FIFTH: Members ("X" one box only)

☐ There shall be no members
☒ There shall be one or more classes of members and the information required by 13-B MRSA §402 is attached

SIXTH: (Optional) ☐ (Check if this article is to apply)

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office

SEVENTH: (Optional) ☐ (Check if this article is to apply)

Other provisions of these articles including provisions for the regulation of the internal affairs of the corporation, distribution of assets on dissolution or final liquidation and the requirements of the Internal Revenue Code section 501(c) are set out in Exhibit ____ attached hereto and made a part hereof

---

Incorporators

Lawrence R. Clough
(signature)

Lawrence R. Clough
(type or print name)

DATED November 30, 2005

Street 57 Stonybrook Road
(residence address)

Cape Elizabeth, ME 04107
(city, state and zip code)

(signature)

(type or print name)

Street
(residence address)

(city, state and zip code)

(signature)

(type or print name)

Street
(residence address)

(city, state and zip code)

For Corporate Incorporators*

Name of Corporate Incorporator

By
(signature of officer)

(type or print name and capacity)

Street
(principal business location)

(city, state and zip code)

Acceptance of Appointment of Registered Agent

The undersigned hereby accepts the appointment as registered agent for the above-named domestic nonprofit corporation

DATED November 30, 2005

Lawrence R. Clough
(signature of registered agent)

Lawrence R. Clough
(type or print name)

Note If the registered agent does not sign this form, Form MNPCA-18 (13-B MRSA §304 3) must accompany this document

---

***Articles are to be executed as follows:**
If a corporation is an incorporator (13-B MRSA §401), the name of the corporation should be typed or printed and signed on its behalf by an officer of the corporation The articles of incorporation must be accompanied by a certificate of an appropriate officer of the corporation, not the person signing the articles, certifying that the person executing the articles on behalf of the corporation was duly authorized to do so.

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

SUBMIT COMPLETED FORMS TO: CORPORATE EXAMINING SECTION, SECRETARY OF STATE, 101 STATE HOUSE STATION, AUGUSTA, ME 04333-0101 TEL. (207) 624-7740

BYLAWS OF RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

ARTICLE I.
CREATION AND APPLICATION

Section 1.01 Creation. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of Property known as the Risbara Clearview Condominium (the "Condominium") located in the Town of Scarborough, Maine to the Maine Condominium Act pursuant to the Risbara Clearview Condominium Declaration (the "Declaration") as recorded in the Cumberland County Registry of Deeds. The name of the corporation is the Risbara Clearview Condominium Association (the "Association").

The term "Property" as used herein shall include the land, the building and all other improvements thereon (including the Units, the Common Elements and all easements, rights and appurtenances belong thereto) and all other property, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration.

Capitalized terms not otherwise defined in these Bylaws shall have the meanings as specified in the Condominium Act or the Declaration.

Section 1.02 Application. All present and future Unit Owners, mortgagees, lessees, licensees and occupants of the Units, their employees, agents and customers, and any other persons who may enter upon the Property in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time by the Board of Directors of the Association (the "Board of Directors").

Section 1.03 Office. The principal office of the Association shall be located at the Condominium.

Section 1.04 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Bylaws, the Rules and Regulations, and the Plat and Plans, the provisions of the Declaration shall govern.

ARTICLE II.
PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes. The purposes of the Association are to establish an association of Unit owners pursuant to the Maine Condominium Act for the government, operation and maintenance of the Condominium established under the Declaration; and

Section 2.2 Powers. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in the Maine Condominium Act or the Maine Non-Profit Corporation Act all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to:

A. Adopt and amend Bylaws and Rules and Regulations;

B. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for Common Expenses and Service Charges from Unit owners;

C. Hire and terminate managers and other employees, agents, and independent contractors;



D. Institute, defend, or intervene in litigation, arbitration, or administrative proceedings in its own name on behalf of itself or two (2) or more Unit owners on matters affecting the Condominium, and the Association shall be deemed to be the attorney-in-fact of each Unit owner for such purposes;

E. Make contracts and incur liabilities;

F. Regulate the use, maintenance, repair, replacement and modification of Common Elements, provided, however, that the use and allocation of the Limited Common Elements may not be changed without the consent of those Unit owners affected;

G. Cause additional improvements to be made as a part of the Common Elements, subject to the restrictions set forth herein;

H. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;

I. Grant easements, leases, concessions, and licenses for public utilities servicing or benefiting the Property through or over the Common Elements;

J. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the Common Elements;

K. Impose charges and interest for late payment of assessments and Service Charges and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;

L. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Common Charges and assessments or resale certificates furnished in accordance with the Maine Condominium Act;

M. Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;

N. Pledge, assign and grant a security interest covering special assessments made for the purpose of raising funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements;

O. Exercise any other powers conferred by Declaration or Bylaws;

P. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

The Board of Directors of the Association shall manage the Condominium and exercise all such powers on behalf of the Association, subject to the terms of these Bylaws, the Declaration and the Maine Condominium Act.

Section 2.3 Non-Profit Status. The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit-making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Condominium Property, or by virtue of a rebate of excess membership dues, fees, assessments, or Common Charges.

ARTICLE III.
ASSOCIATION OF OWNERS.

Section 3.1 Membership. The members shall consist exclusively of all owners of Units in the Condominium created in accordance with the Declaration or, following termination of the Condominium, of all former Unit owners entitled to the distribution proceeds or their heirs, successors and assigns. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of a Unit owner shall terminate upon the conveyance, transfer or other disposition of his interest in the Unit accomplished in accordance with the Declaration, whereupon his membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a Unit or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement. The Association may but is not required to issue certificates of membership.

Section 3.2 Annual Meeting. Meetings of the members shall be held annually each successive year on the last day of September, or in the event that day is a legal holiday, then on the first day thereafter which is not a holiday, provided that the Board of Directors shall have the authority to alter the annual meeting date in its discretion if it determines that another meeting date is more convenient. The annual meeting and any special meetings shall be held at the Condominium's principal office or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings. Special meetings of the members may be held at any time upon the call of the Board of Directors, or upon the call of Forty percent (40%) or more in interest of the owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly send out notices of the meeting to all members of the Association.

Section 3.4 Notice of Meetings. A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of the proposed declaration or bylaw amendment, any budget charges and any proposal to remove an officer or director) shall be sent by the President or Secretary or Assistant Secretary, if any, at least Ten (10) days, but not more than Sixty (60) days, before the date set for the meeting. Such notice shall be given to each member listed with the records of the Association as set forth below and to each Eligible Mortgage Holders if and as required by the Declaration:

A. By hand delivering it to him, or

B. By mailing it, postage prepaid, addressed to the member at the address of the Unit or any other address designated in writing by that member with the records of the Association.

The notice of any meeting shall state the time and place of the meeting, and the items on the agenda, including the general nature of any proposed Declaration or Bylaw amendments, any budget changes and any proposal to remove an officer or director. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall not invalidate the meeting.

Section 3.5 Waiver of Notice. The presence of all the members in person or by proxy, at any meeting shall conclusively establish the meeting's validity, unless any member shall object at the meeting

to the noncompliance with this Article. Any meeting so held without objection shall be valid for all purposes, and at any annual meeting any general business may be transacted and any action may be taken.

Section 3.6 Order of Business. The order of business at all meetings of the members shall be generally as follows, if applicable:

A. Roll call.

B. Proof of notice of meeting or waiver of notice.

C. Reading of minutes of preceding meeting.

D. Reports of Officers.

E. Report of Board of Directors.

F. Report of committees.

G. Election of the Board of Directors.

H. Unfinished business.

I. New business.

J. Adjournment.

Section 3.7 Parliamentary Procedure. At all meetings of the members or of the Board of Directors, Robert's Rules of Order as then amended shall be followed, except in the event of conflict these Bylaws or Declaration as the case may be shall prevail.

Section 3.8 Quorum. The presence at the beginning of any meeting of the Association, in person or by proxy of Unit owners whose aggregate voting interest constitutes more than fifty percent (50%) of the total interest therein shall constitute a quorum for the transaction of all business.

Section 3.9 Voting.

A. Any person, partnership, limited liability company, corporation, trust, or other legal entity or a combination thereof, owning any Unit (other than an interest held as security for an obligation) duly recorded in his or its name, which ownership shall be determined from the records of said Registry of Deeds, shall be a member of the Association, and either, in person or by proxy, shall be entitled to vote for each Unit so owned at all meetings of the Association.

B. Multiple owners of a Unit shall be deemed one owner. If only one of the multiple owners of a Unit is present in person or by proxy at a meeting of the Association, he is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the votes allocated to that Unit unless any of the other owners of the Unit promptly protests to the person presiding over the meeting.

C. Votes allocated to a Unit may be cast pursuant to a written proxy duly executed by a Unit owner and filed with the Secretary. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed written proxy. A Unit owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is not valid if it is not dated or purports to be revocable without notice as determined by the Secretary of the Association. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term.

D. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him in such a capacity, whether or not the same shall have been transferred of record by a duly recorded conveyance. If the Unit has not been so transferred, he shall satisfy the secretary that he so holds the Unit.

E. The Declarant may exercise the voting rights pertaining to any Unit to which it retains title. No vote pertaining to a Unit owned by the Association may be cast, and the voting interest of such a Unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

F. Each Unit shall have the percentage vote in the Association as specified in the Declaration. Any specified percentage vote refers to the aggregate percentage of such votes.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, though less than a majority, shall be elected. To the extent required by the Act, for the purposes of amending the Declaration or these Bylaws, the percentage in interest shall be measured against the total voting interest regardless of whether or not such Unit owners are present.

Section 3.10 Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 3.11 Unanimous Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting of the members (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the members entitled to vote on such action and are filed with the Secretary of the Association as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the members.

ARTICLE IV.
BOARD OF DIRECTORS.

Section 4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors initially composed of three (3) directors initially appointed by the Declarant. Upon the expiration of the Declarant Control Period as defined in the Declaration, the members shall elect five (5) directors, of which two shall initially have a term of one (1) year and three (3) for a term of two (2) years; a majority of such directors shall be an occupant of a Unit, or the owner or the spouse of an owner of a Unit, or if a Unit owner is a corporation, limited liability company, partnership, trust or estate, then an officer, director, member, manager, partner, trustee, beneficiary or appointed personal representative thereof. After the expiration of said initial terms, the terms of the directors shall then be two (2) years each. The number of directors may be changed between 3 and 7 by amendment to the Bylaws.

Section 4.2 Election and Term of Office. Initially two (2) directors shall be elected for a term of one year each and three (3) for a term of two (2) years each. At the expiration of the initial term of office

Section 4.8 Compensation. No compensation shall be paid to Directors for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the members before or after the services are undertaken.

Section 4.9 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association and at the same place; no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings. Regular meetings of the Board of Directors (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his Unit, or by telephone, at least Ten (10) days prior to the day named for such meeting.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President on Ten (10) days' notice to each Director, given personally or by delivery to his Unit, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of Two (2) or more Directors.

Section 4.12 Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Board of Directors' Quorum. At all meetings of the Board of Directors, at the presence at the beginning of a meeting of at least three directors or of the majority of directors then in office, whichever is less, shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.14 Unanimous Action. Unless otherwise expressly provided by law, any action which may be taken at a meeting of the Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors' meetings and shall have the same effect as a unanimous vote.

ARTICLE V.
OFFICERS.

Section 5.1 Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the Directors. The Directors may in their discretion appoint a Vice President, Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Directors, as in their judgment may be necessary.

Section 5.2 Election of Officers. The principal officers of the Association shall be elected annually by the Board of Directors at the annual meeting and shall hold office at the pleasure of the Board.

Section 5.3 Removal of Officers. Upon a majority vote of the Board of Directors at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose, any officer may be removed, either with or without cause, and his successor elected. Any officer whose removal has been proposed, shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Section 5.4 President. The President shall be the chief executive officer of the Association and shall be a Director. He shall preside at all meetings of the Association and of the Board of Directors.

Section 5.5 Treasurer. The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also, in the absence of the President, exercise the powers and perform the duties of the President. He shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the members of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association.

Section 5.6 Secretary. The Secretary shall keep and certify the minutes of all meetings of the Board of Directors or of the Association, shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the offices of Secretary, given him by these Bylaws or assigned to him from time to time by the Directors. If the Secretary or any assistant secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.7 Auditor. The Board of Directors, may from time to time at any scheduled meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

Section 5.8 Amendments to Declaration. The Secretary shall prepare amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI.
FISCAL AFFAIRS AND ADMINISTRATION.

Section 6.1 Accounting. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within Ninety (90) days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year. All financial records shall be available for examination by Unit owners, mortgagees and their duly authorized agents and accountants at reasonable times.

Section 6.2 Budget and Common Charges.

A. The Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses. Within thirty (30) days of the adoption of the proposed budget, the Board shall send a summary of such budget to each member. The Board shall call a meeting of the members to review the budget; unless at that meeting the budget is reject by Sixty-Seven percent (67%) in interest of

all members, the budget shall be deemed to have been ratified. Unless the budget is rejected, the members shall pay the amounts specified in the proposed budget adopted by the Board.

B. The budget shall include the amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

i. Management and administration expenses;

ii. The cost of operation, repairs, maintenance, replacement, and improvements of the Common Elements and such Limited Common Elements and such parts of the Units which the Association is responsible for the maintenance repair and replacement of;

iii. The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a service charge is assessed;

iv. The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles for which the Association is responsible, and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements the Association is obligated to maintain, all to be held in a segregated fund in a Maine financial institution; and

v. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

C. Until an annual budget is adopted by the Board, the members shall continue to pay that monthly amount of Common Charges which had been previously established; any delay or failure to estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may send periodic statements to members showing the amount of assessments due, but each member shall pay his Common Charges promptly when due regardless of whether such a statement is sent.

D. Each member shall pay his share of Common Charges and assessments without setoff or deduction, which shall be an amount equal to the total Association budget, net of other income and Service Charges as defined herein, multiplied by his respective common expense liability. Each member shall become liable to the Association, and a lien shall arise against his Unit for his entire fractional share of the assessments at the commencement of the pertinent fiscal period. Each member may pay his share of the Common Charges in monthly installments on or before the first day of each and every month during such period, provided, however, that if any such installment is not paid when due, then if not paid upon Twenty (20) days written notice of default, the entire remaining balance thereof shall immediately become due and payable in full.

E. If any member shall fail or refuse to pay to the Association when due his share of the assessments or any other Service Charges, user fees and penalties, thereafter the amount thereof shall bear interest at the rate of Eighteen percent (18%) per annum or such other rate as may be set by vote of the Board prior to the date on which the payment came due. Such Common Charges and Service Charges with such late charges as may be determined by the Board of Directors, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the Unit of such member. Recording of the Declaration constitutes record notice and perfection of the lien for Common Charges, Service Charges, user fees, including penalties, late charges, interest and costs of collection. The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or director of the Association or by an agent authorized by the Board of Directors but such recorded notice is not necessary to establish or perfect the lien.

F. If such payments are not received within thirty (30) days after they become due, the Board shall exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts and, if available, all possessory remedies against the delinquent owner's Unit under the Forcible Entry and Detainer Laws of Maine, as amended from time to time. The delinquent owner shall be required to pay to the Association a reasonable rental for such Unit until sale or foreclosure. In any action to foreclose the lien for Common Charges, assessments, Service Charges, user fees, late charges, penalties, interest, and costs of collection including reasonable attorneys' fees against any owner of a Unit, the Association may act through its manager or Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Unit owners shall have the power to bid and acquire such Unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the Unit. Suit to recover a money judgment for unpaid Common Charges, assessments, Service Charges, user fees and penalties due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same. The lien is extinguished unless action to enforce the lien is started within Three (3) years after the full amount of the assessment becomes due.

Section 6.3 Service Charges. Service charges (other than common expenses) may be assessed separately to each Unit or group of Units benefited thereby and shall be paid by the Unit owner within Fifteen (15) days of deposit in the U. S. Mail or hand delivery, and shall constitute a lien on the Unit of the same status as a lien for Common Charges set forth in Section 6.2.

Section 6.4 Revised and Special Assessments. If at any time the Board shall determine the amount of the Common Charges to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the members at least thirty days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such fiscal year and thereafter monthly Common Charges shall be determined and paid on the basis of such revision.

The Board may, upon determining that circumstances exist which requires immediate assessment of the members, make special assessments, not to exceed an amount equal to one current monthly assessment for each Unit unless approved by the members, which shall be due and payable when delivered to the members.

Section 6.5 Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

Section 6.6 Capital Improvements. The approval of a majority in interest of all the members shall be required to make a capital improvement to the Common Elements in an amount in excess of Thirty-five percent (35%) of the aggregate Common Charges against all the members over the prior fiscal year, exclusive of Service Charges and user fees, and in such event the cost thereof shall be assessed to all Unit owners as a Common Charge.

Section 6.7 Use of Units. All Units shall be utilized in accordance with the provisions of the Bylaws, Declaration, and Rules and Regulations.

Section 6.8 Enforcement of Declaration and Bylaws. Every Unit owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent Common Charges, assessments, Service Charges, damages or fees due from such Unit, foreclosing its lien for assessments, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the Rules and Regulations against such owner or any occupant of such Unit.

Section 6.9 Rules and Regulations. In order to assist the peaceful and orderly use and enjoyment of the buildings and Common Elements of the Condominium, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each Unit and shall be binding upon all members of the Association and all persons present on the Condominium.

Section 6.10 Restrictions. As an amendment to these Bylaws and subject to the Declaration, the members may from time to time adopt, modify and amend such further restrictions on and requirements respecting the use and maintenance of Units and the use of Common Elements designed to prevent unreasonable interference with the use and enjoyment of the Condominium. The following restrictions shall apply initially in addition to those expressed elsewhere in these Bylaws or in the Declaration:

A. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in accordance with rules and regulations established by the Board of Directors. No articles of personal property belonging to any Unit owners shall be stored in any portion of the Common Elements.

B. No member shall overload the electrical wiring in the building or operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, any unreasonable disturbance or make any alterations to or connections with the heating, plumbing, or sewage disposal systems without the prior written consent of the Board of Directors.

C. Each Unit shall deposit only ordinary household type waste in the sewerage system.

D. No Unit owner shall play or permit to be played any musical instrument or operate or permit to be operated any stereo system, phonograph, radio, television set, or other electronic device in or outside his Unit between the hours of 10:00 p.m. and 8:00 a.m., if such playing or operation shall disturb or annoy the occupants of any other Unit.

E. No Unit owner shall erect or maintain an outside television or radio antenna or dish in the Common Elements or Limited Common Elements, except with the approval of the Board of Directors.

Section 6.11 Right of Entry. Upon such prior notice as is possible under the circumstances, the manager and any person authorized by the Board of Directors shall have the right to enter any Unit in case of any emergency originating in or threatening such Unit or adjoining Common Elements whether or not the owner or occupant is present at the time, and upon prior notice to enter any Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements thereon or accessible therefrom.

Section 6.12 Title. Every Unit owner shall promptly record in the Registry of Deeds the deed, assignment, or other conveyance to him of his Unit or other evidence of his title thereto and file such evidence of his title with the Association, and the Secretary shall maintain such information in the records of the Association.

Section 6.13 Insurance and Fidelity Bonds.

A. The Association shall maintain insurance as required by the Declaration and such other insurance as the Board of Directors of the Association may determine is appropriate.

B. The Board of Directors shall require all officers and employees of the Association handling or responsible for corporate funds to furnish adequate fidelity bonds in the amount of the maximum funds that will be in the custody of the Association or any management agent at any time but not less than three (3) months Common Charges plus the amount of the Association's reserve account balance. The premiums on such bonds shall be paid by the Association. All such policies shall require at least twenty (20) days notice of cancellation.

C. It shall be the responsibility of each Unit owner to procure adequate insurance covering the contents of his Unit and any deductible for damage to the Unit interior, and any appliances, fixtures, betterments or improvements thereto installed by the owner unless that owner has elected to procure insurance under the Association's policy as provided in the Declaration.

ARTICLE VII.
SALE, LEASE, RENTAL OR OTHER TRANSFER OF A UNIT

Section 7.1 Binding Effect. All subsequent sales, leases or other transfers of a Unit by a Unit owner shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations of the Condominium.

Section 7.2 Leasing Restrictions.

A. No Unit may be leased for transient purposes and no Unit may be leased by any person other than the Declarant for a period of less than six (6) months. No portion of any Unit (other than the entire Unit) shall be leased for any period.

No Unit owner shall rent or lease a Unit other than in accordance with a written form of lease which contains the following provisions:

(i) requiring the tenant to comply with the Declaration, these Bylaws, and Rules and Regulations;

(ii) providing that failure to comply constitutes a default under the lease;

(iii) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the Unit owner after Thirty (30) days' prior written notice to the Unit owner, in the event of a default by the lessee in the performance of the lease, and

(iv) in the event that the payment of Common Charges and/or Service Charges or other amounts due to the Association becomes more than 30 days past due, the Association may require the Tenant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent Common Charges and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the Tenant shall be conclusive and binding on the Tenant as to the Tenant's obligation to pay the rent directly to the Association and as to the amount of Common Charges and other fees due. The Unit owner shall have ten days after such notice is sent to file any objection with the Board of Directors, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit owner must state what amounts, if any, which the owner admits is owed to the Association.

Any lease or tenancy shall be in writing. The foregoing provisions shall be deemed to be automatically incorporated into any lease and into the terms of any tenancy or other agreement for the occupancy of a Unit.

Each Unit owner of a Unit shall, promptly following the execution of any written lease of a Unit, forward a true copy thereof to the Board of Directors.

The foregoing provisions of this paragraph shall not apply to an institutional lender in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

B. In the event a guest or tenant of a Unit fails to comply with the provisions of this Declaration, the Bylaws, Rules and Regulations or the lease, then, in addition to all other remedies which it may have, the Association may notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within a reasonable time after such notice in the judgment of the Directors.

If such violation(s) is(are) not remedied within said period, then the Owner shall thereafter, at his own cost and expense, immediately institute and diligently evict his tenant or guest on account of such violation(s). In the event the Owner fails to so act promptly, then the Board shall have the right, but not the duty, to institute and prosecute such election as attorney-in-fact for the Owners and at the Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board is entitled to enforce collection of Service Charges and common charge assessments.

Section 7.3 Liability for Assessments, Etc. In the transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Common Charges, assessments and Service Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee or proposed purchaser under a purchase and sale contract upon written request and upon payment of such fee as may be set by the Directors may obtain a statement from the Board of Directors setting forth the amount of unpaid, assessments, and Service Charges against the Unit, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any, assessments, and Service Charges arising before the statement date in excess of the amount therein set forth.

Section 7.4 Common Elements. No Unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the interests in Common Elements appurtenant thereto, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein.

ARTICLE VIII.
EXECUTION OF INSTRUMENTS.

Section 8.1 Instruments Generally. All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition by any one or more officer(s), agent(s) or

employee(s), all as the Board of Directors may designate, unless otherwise unanimously voted by the Board of Directors.

ARTICLE IX.
GENERAL ADMINISTRATION

Section 9.1 Easements, Etc. The Association is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines and sewage disposal facilities, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms and such other purposes related to the provision of public services, and utilities to the Condominium as may be considered desirable, necessary or appropriate by the Board of Directors for the orderly maintenance, improvement and preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and welfare of the owners of the individual Units upon at least Thirty (30) days' notice to the members unless a special meeting of the members is called within such period and the members vote to reject such grant. No such rights may be created through any Unit without the written consent of the owners thereof and that no such easement shall materially impair the use and enjoyment of the Condominium.

Section 9.2 Utility Services/Limitation of Liability. The Association shall not be liable for the failure of electricity, telephone, water supply, sewage disposal systems, or other services to be obtained by the Association or paid for out of the common expense or service charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any Unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle on any portion of the Common Elements or limited Common Elements or from any roof, wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any Unit for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual Unit or in any of the Common Elements or facilities. No set-off, diminution or abatement of assessments for common expenses or Service Charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or to any Unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE X.
LIABILITY OF DIRECTORS AND OFFICERS.

Section 10.1 Exculpation. No director or officer of the Association shall be liable for acts or defaults of himself or any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Section 10.2 Indemnification. The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he is or was an officer, director, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection therewith, excepting, however, such matters in which such person is finally adjudged by a court of competent jurisdiction to have acted with willful misconduct or gross negligence towards the Association or absent a final adjudication thereof, excepting such matters in which the Board of Directors (excluding any interested Director) determines any such person acted with willful misconduct or gross negligence. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a director, officer, agent or employee of the Association against any liability asserted against him and

incurred by him in such capacity or arising out of his status as such, whether or not the Association would otherwise have the power or duty to indemnify him.

Section 10.3 Claims. Claims against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

ARTICLE XI.
BY-LAWS.

Section 11.1 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of Sixty-Seven percent (67%) or more of the members of the Association at a meeting duly called for the purpose, PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Maine Condominium Act, as amended from time to time to the extent applicable by law to this Condominium; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid, until a certificate of the amendment is executed to evidence the propriety of such amendment or modification by the Secretary and President of the Association. Such certificate shall be recorded in Cumberland County Registry of Deeds.

Section 11.2 Conflict. In the event of any conflict between these Bylaws and the provisions of the Declaration or the Maine Condominium Act, the latter shall govern and apply.

Bylaws Risbara Clearview.doc
4/24/2006

Received
Recorded Register of Deeds
Apr 28,2006 10:55:38A
Cumberland County
John B OBrien

Doc#: 13863 Bk:23736 Ps: 189

MAINE REAL ESTATE TAX PAID

QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

CLEARVIEW LIMITED PARTNERSHIP, a Maine limited partnership with a place of business in Cumberland Foreside, County of Cumberland, State of Maine, for consideration paid, grants to **RISBARA CLEARVIEW DEVELOPMENT LLC**, a Maine limited liability company with a place of business at 197 U.S. Route One, P.O. Box 485, Scarborough, Maine 04070, with **QUITCLAIM COVENANTS**, the land, together with any improvements thereon, situated in the Town of Scarborough, County of Cumberland, State of Maine and being more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said CLEARVIEW LIMITED PARTNERSHIP has caused this instrument to be signed and sealed this 7th day of March, 2006.

WITNESS:

Drew A. Anderson

CLEARVIEW LIMITED PARTNERSHIP
By: Pilot Properties, Inc.
Its General Partner

By: _____
Edward R. Haddad
Its: President

STATE OF MAINE
COUNTY OF CUMBERLAND

March 7, 2006

Then personally appeared the above named Edward R. Haddad, in his said capacity as President of Pilot Properties, Inc., and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of Pilot Properties, Inc. and Clearview Limited Partnership, before me.

_____
Attorney at Law~~Notary Public~~
Drew A. Anderson
Printed Name

EXHIBIT A
TO
QUITCLAIM DEED
WITH COVENANT

A certain lot or parcel of land on the Northwesterly side of the Eastern Road in the Town of Scarborough, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the Northwesterly side of the Eastern Road, said point being the Southerly corner of land conveyed to Marcia A. and Rocco C. Risbara, Jr. by Keith B. Farnsworth as described in the Cumberland County Registry of Deeds, Book 4729, Page 71, and being the Southeasterly corner of "Highland Oaks," as shown on a "Subdivision Plan of Highland Oaks (First Section)" by Hardy Stewart and Co. dated 1932 and recorded in said Registry, Plan Book 21, Pages 25 and 26; thence by the following courses and distances:

1) S 48° 10' 01" W along the Northwesterly sideline of the Eastern Road a distance of Eight Hundred Forty-Nine and 10/100 (849.10) Feet to a point and land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 4342 Page 317;

2) N 41° 49' 59" W by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 4342 Page 317, a distance of One Hundred Eighty-Five (185.00) Feet to a point;

3) N 48° 10' 01" E by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. Trustees of the Risbara Family Trust as described in said registry of Deeds Book 8181, Page 232, a distance of One Hundred Sixty-Six and 86/100 (166.86) Feet to a point:

4) N 46° 49' 59" W by said land of Risbaras as Trustees a distance of One Hundred Ten and 54/100 (110.54) Feet to a point;

5) N 23° 27' 49" E by said land of Risbaras as Trustees a distance of Three Hundred Three and 89/100 (303.89) Feet to a point:

6) On a curve concave to the East with a radius of Two Hundred Twenty-Five (225.00) Feet by said land of Risbaras as Trustees an arc distance of One Hundred Forty-Three and 56/100 (143.56) Feet to a point:

7) N 01° 41' 16" W by said land of Risbaras as Trustees a distance of Fifty (50) Feet to a point;

8) On a curve concave to the West with a radius of Thirty (30) Feet by said land of Risbaras as Trustees an arc distance of Three and 21/100 (3.21) Feet to a point;

9) N 81° 02' 16" W by said land of Risbaras as Trustees a distance of One Hundred Eighteen and 36/100 (118.36) Feet to a point;

10) S 79° 39' 01" W by said land of Risbaras as Trustees a distance of Two Hundred Sixty One and 49/100 (261.49) Feet to a point;

11) N 10° 20' 59" W by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 4342, Page 317, a distance of Forty and 00/100 (40.00) Feet to a point;

12) N 79° 39' 01" E by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 7676, Page 107, a distance of Two Hundred Two and 92/100 (202.92) Feet to a point;

13) N 25° 18' 56" W by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 7676, Page 107, a distance of Zero and 57/100 (0.57) Feet to a point;

14) N 64° 41' 04" E by the end of Portland Farms Road as accepted by the Town of Scarborough on December 3, 1927, a distance of Forty and 00/100 (40.00) Feet to a point;

15) N 25° 18' 56" W by the Easterly sideline of Portland Farms Road as accepted by the Town of Scarborough on December 3, 1927, a distance of Twenty-Two and 54/100 (22.54) Feet to a point;

16) S 81° 02' 16" E by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 8150, Page 68, a distance of One Hundred Eighty-Three and 05/100 (183.05) Feet to a point;

17) S 71° 05' 30" E by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232, a distance of One Hundred Seventy-Two and 69/100 (172.69) Feet to a point;

18) Southeasterly along a curve to the right having a radius of Three Hundred Sixty and 00/100 (360.00) Feet by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232, an arc length of One Hundred Five and 28/100 (105.28) Feet to a point;

19) N 48° 10' 01" E by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232, a distance of Two Hundred Forty-Two and 11/100 (242.11) Feet to a point and land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 4729, Page 71;

20) S 27° 56' 56" E by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 4729, Page 71, a distance of Three Hundred Eighty-One and 71/100 (381.71) Feet to the point of beginning.

The above described parcel contains approximately 8 acres of land and is a portion of the property conveyed to Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 4342, Page 317, to Marcia A. and Rocco C. Risbara, Jr. as described in said registry Book 4729, Page 69 and to Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232, and is the same as that depicted as Land Phase II on a "Standard Boundary Survey ... made for Risbara Construction Co." by R.P. Titcomb Associates, Inc. dated May 31, 1988. Bearings are referenced to True North, as determined by astronomic observation.

The property is conveyed together with the benefit of the easement and rights granted by Clearview Condominium Association to Clearview Limited Partnership, the Portland Water District and the Scarborough Sanitary District by instrument dated October 8, 1992 and recorded in said Registry of Deeds in Book 10331, Page 259.

Reserving the following described easements for the benefit, in common with others, of the Clear View Condominium, adjacent landowners, and members of the public, which easement shall be for pedestrian and vehicular purposes, wire utilities and pipeline utilities accesses above and beneath the surface as follows:

A certain lot or parcel of land on the Northwesterly side of the Eastern Road and at the southerly end of Portland Farms Road in the Town of Scarborough, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at the Southwesterly corner of Portland Farms Road as accepted by the Town of Scarborough on December 3, 1927, and as shown on a "Standard Boundary Survey ... made for Risbara Construction Co." by R.P. Titcomb Associates, Inc. dated May 31, 1988, said point of beginning lying S 25° 18' 56" E a distance of One Hundred Twenty-Five and 25/100 (125.25) Feet from a 6" by 6" granite monument found; thence by the following courses and distances:

1) N 64° 41' 04" E by the end of Portland Farms Road as accepted by the Town of Scarborough on December 3, 1927, a distance of Forty and 00/100 (40.00) Feet to a point;

2) N 25° 18' 56" W by the Easterly sideline of Portland Farms Road as accepted by the Town of Scarborough on December 3, 1927, a distance of Twenty-Two and 54/100 (22.54) Feet to a point;

3) S 81° 02' 16" E by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 8150, Page 68, a distance of One Hundred Eighty-Three and 05/100 (183.05) Feet to a point;

4) S 71° 05' 30" E by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232, a distance of One Hundred Seventy-Two and 69/100 (172.69) Feet to a point;

5) Southeasterly along a curve to the right having a radius of Three Hundred Sixty and 00/100 (360.00) Feet by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232, an arc length of One Hundred Eighty-Three and 16/100 (183.16) Feet to a point;

6) S 41° 56' 24" E by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry of Deeds Book 8181, Page 232 a distance of Two Hundred Sixty-Eight and 35/100 (268.35) Feet to a point;

7) Easterly by land now or formerly of Marcia A. and Rocco C. Risbara, Jr., as Trustees of the Risbara Family Trust as described in said Registry in Book 8195, Page 279, and along a curve having a radius of Twenty-Five and 00/100 (25.00) Feet an arc distance of Thirty-Nine and 22/100 (39.22) Feet to a point on the Northwesterly sideline of the Eastern Road, as shown on said "Standard Boundary Survey ... for Risbara Construction Co.";

8) S 48° 10' 01" W along the Northwesterly sideline of Eastern Road a distance of One Hundred Ten and 00/100 (110.00) Feet to a point;

9) Northerly by land now or formerly of Marcia A. and Rocco C. Risbara, Jr., as Trustees of the Risbara Family Trust as described in said Registry of Deeds in Book 8195, Page 279, and along a curve having a radius of Twenty-Five and 00/100 (25.00) Feet an arc distance of Thirty-Nine and 32/100 (39.32) Feet to a point which lies N 03° 06' 48" E a distance of Thirty-Five and 39/100 (35.39) Feet from the last mentioned point;

10) N 41° 56' 24" W by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry in Book 8181, Page 232 a distance of Two Hundred Sixty-Eight and 14/100 (268.14) Feet to a point;

11) Northwesterly along a curve to the left having a radius of Three Hundred and 00/100 (300.00) Feet by land now or formerly of Marcia A. Risbara and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232, an arc length of One Hundred Fifty-Two and 64/100 (152.64) Feet to a point;

12) N 71° 05' 30" W by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232, a distance of One Hundred Sixty-Seven and 47/100 (167.47) Feet to a point;

13) N 81° 02' 16" W by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232, a distance of One Hundred Twenty-Nine and 36/100 (129.36) Feet to a point;

14) N 66° 01' 16" W by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232, a distance of Seventy and 93/100 (70.93) Feet to the Southerly corner of land now or formerly of Marcia A. and Rocco C. Risbara as described in said Registry, Book 7676, Page 107;

15) N 25° 18' 56" W by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 7676, Page 107, a distance of Zero and 57/100 (0.57) Feet to the point of beginning.

The above described easement parcel contains 48,416 square feet of land and is a portion of land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232. Bearings are referenced to True North, as determined by astronomic observation.

Also over another easement parcel of land described as follows:

A certain lot or parcel of land near the Southerly end of Portland Farms Road in the Town of Scarborough, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at the intersection of the Westerly sideline of Birch Lane with the Northerly sideline of Arbor Lane as shown on a "Subdivision Plan of Highland Oaks (First Section)" by Hardy Stewart & Co. dated 1932 and recorded in the Cumberland County Registry of Deeds, Plan Book 21, Pages 25 and 26, said point of beginning being the Northerly corner of land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232; thence by the following courses and distances:

1) N 79° 39' 01" E by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 7676, Page 107, a distance of Two Hundred Two and 92/100 (202.92) Feet to a point;

2) S 66° 01' 16" E a distance of Seventy and 93/100 (70.93) Feet to a point on the Southerly sideline of Arbor Lane, as shown on said plan;

3) S 79° 39' 01" W along the Southerly sideline of Arbor Lane as shown on said plan a distance of Two Hundred Sixty-One and 49/100 (261.49) Feet to a point on the Westerly sideline of Birch Lane as shown on said plan;

4) N 10° 20' 59" W by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 4342, Page 317, a distance of Forty and 00/100 (40.00) Feet to the point of beginning.

The above described easement parcel contains 9288 square feet and is a portion of land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8182, Page 232. Bearings are referenced to True North, as determined by astronomic observation.

Reserving from the premises conveyed herein the following described sewer easement to be used in common by the Clearview Condominium owners and others:

A certain lot or parcel of land near the Northwesterly side of the Eastern Road and near the Southerly end of Portland Farms Road in the Town of Scarborough, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the Northwesterly sideline of a Fifty (50) Foot right-of-way granted by Joseph W. Cohen to the Inhabitants of the Town of Scarborough by deed recorded in the Cumberland County Registry of Deeds, Book 3056, Page 319, said point of beginning lying N 48° 10' 01" E a distance of Three Hundred Eighty-Six and 66/100 (386.66) Feet from the intersection of the Northwesterly sideline of said right-of-way with the Northeasterly sideline of land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 4342, Page 317; thence by the following courses and distances:

1) N 8° 10' 01" E a distance of One Hundred Two and 73/100 (102.73) Feet to a point;

2) N 48° 49' 59" W a distance of One Hundred Ninety-One and 88/100 (191.88) Feet to a point;

3) S 75° 10' 01" W a distance of One Hundred Ninety-Nine and 72/100 (199.72) Feet to a point;

4) N 33° 49' 59" W a distance of Four Hundred Fourteen and 99/100 (414.99) Feet to a point on the Southerly sideline of land now or formerly of Marcia A. and Rocco C. Risbara, Jr. and described in said Registry, Book 7676, Page 107;

5) N 79° 39' 01" E by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 7676, Page 107, a distance of Thirty-Two and 71/100 (32.71) Feet to a point;

6) S 33° 49' 59" E a distance of Three Hundred Eighty and 55/100 (380.55) Feet to a point;

7) N 75° 10' 01" E a distance of One Hundred Ninety-Four and 28/100 (194.28) Feet to a point;

8) S 48° 49' 59" E a distance of Two Hundred Twenty-Four and 12/100 (224.12) Feet to a point;

9) S 8° 10' 01" W a distance of Eighty-Three and 27/100 (83.27) Feet to a point on the Northwesterly sideline of a Fifty (50) Foot right-of-way granted by Joseph W. Cohen to the Inhabitants of the Town of Scarborough by deed recorded in said Registry, Book 3056, Page 319;

10) S 48° 10' 01" W along the Northwesterly sideline of said right-of-way a distance of Forty-Six and 67/100 (46.67) Feet to the point of beginning.

The above described sewer easement parcel contains 26,873 square feet and is a portion of the land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust described in said Registry, Book 8181, Page 232. Bearings are referenced to True North, as determined by astronomic observation.

Reserving from the premises herein conveyed the following drainage easement:

A certain lot or parcel of land on the Northwesterly side of the Eastern Road in the Town of Scarborough, County of Cumberland, State or Maine, bounded and described as follows:

Beginning at a point on the Northwesterly sideline of the Eastern Road as shown on a "Standard Boundary Survey ... made for Risbara Construction Co." by R.P. Titcomb Associates, Inc., dated May 31, 1988, said point of beginning lying N 46° 10' 01" E a distance of Forty and 89/100 (40.89) Feet from the Easterly corner of land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 4342, Page 317; thence by the following courses and distances:

1) N 1° 49' 59" W a distance of Eighty-Two and 89/100 (82.89) Feet to a point;

2) N 23° 49' 59" W a distance of One Hundred Ten and 04/100 (110.04) Feet to a point;

3) N 46° 49' 59" W a distance of One Hundred Twenty-Nine and 92/100 (129.92) Feet to a point;

4) N 29° 49' 59" W a distance of Seventy-Five and 97/100 (75.97) Feet to a point;

5) N 54° 00' 53" W a distance of Two Hundred Nine and 40/100 (209.40) Feet to a point;

6) N 28° 27' 57" W a distance of One Hundred Sixty-Seven and 82/100 (167.82) Feet to a point;

7) N 13° 15' 10" E a distance of One Hundred Thirty-Eight and 80/100 (138.80) Feet to a point;

8) N 13° 12' 44" W a distance of Thirty-Two and 64/100 (32.64) Feet to a point on the Southerly line of land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 7676, Page 107;

9) N 79° 39' 01" E by land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as described in said Registry, Book 7676, Page 107, a distance of Forty and 05/100 (40.05) Feet to a point;

10) S 13° 12' 44" E a distance of Forty and 05/100 (40.05) Feet to a point;

11) S 13° 15' 10" W a distance of One Hundred Thirty-Two and 97/100 (132.97) Feet to a point;

12) S 28° 27' 57" E a distance of One Hundred Forty-Three and 51/100 (143.51) Feet to a point;

13) S 54° 00' 53" E a distance of Two Hundred Eight and 90/100 (208.90) Feet to a point;

14) S 29° 49' 59" E a distance of Seventy-Eight and 56/100 (78.56) Feet to a point;

15) S 46° 49' 59" E a distance of One Hundred Thirty-Two and 08/100 (132.08) Feet to a point;

16) S 23° 49' 59" E a distance of One Hundred Twenty-Five and 96/100 (125.96) Feet to a point;

17) S 01° 49' 59" E a distance of Fifty-Seven and 11/100 (57.11) Feet to a point on the Northwesterly sideline of the Eastern Road;

18) S 48° 10' 01" W along the Northwesterly sideline of the Eastern Road a distance of Fifty-Two and 22/100 (52.22) Feet to the point of beginning.

The above described drainage easement parcel contains 37,332 square feet of land and is a portion of land now or formerly of Marcia A. and Rocco C. Risbara, Jr. as Trustees of the Risbara Family Trust as described in said Registry, Book 8181, Page 232. Bearings are referenced to True North, as determined by astronomic observation.

Reference is made to a plan entitled "Clear View Condominium, Portland Farms Road, Scarborough, Maine" recorded in the Cumberland County Registry of Deeds in Plan Book 171, Page 69 (the "Clear View Plan").

The above-described premises are subject to the following matters to the extent they affect said premises:

1) Notes, easements and other matters set forth or shown on the Clear View Plan;

2) Rights and easements benefiting Land Phase I of Clear View Condominium as set forth in the Declaration of Clear View Condominium dated June 27, 1988 and recorded in said Registry of Deeds in Book 8361, Page 152;

3) Rights and easements granted Central Maine Power Company and New England Telephone and Telegraph Company by deed of Rocco C. Risbara, Jr. and Marcia A. Risbara, Trustees of the Risbara Family Trust, dated May 31, 1988 and recorded in said Registry of Deeds in Book 8444, Page 203;

4) Rights and easements granted Marcia A. Risbara, Rocco C. Risbara, Jr. and Rocco C. Risbara, III, Trustees of the Risbara Family Trust, Rocco C. Risbara, Jr. and Marcia A. Risbara, Trustees of the Portland Farms Trust, Rocco C. Risbara, Jr. and Marcia A. Risbara individually,

and John C. Harmon by deed of Marcia A. Risbara, Rocco C. Risbara, Jr. and Rocco C. Risbara, III, Trustees of the Risbara Family Trust, dated May 15, 1990 and recorded in said Registry of Deeds in Book 9174, Page 316 and in Book 9177, Page 180;

5) Rights and easements granted the Scarborough Sanitary District by deed of Rocco C. Risbara, Jr., Marcia A. Risbara and Rocco C. Risbara, III, Trustees of the Risbara Family Trust, dated May 15, 1990 and recorded in said Registry of Deeds in Book 9177, Page 163;

6) Rights and easements granted the Town of Scarborough by deed of Marcia A. Risbara, Rocco C. Risbara, Jr. and Rocco C. Risbara, III, Trustees of the Risbara Family Trust, dated January 5, 1990 and recorded in said Registry of Deeds in Book 9177, Page 191, as modified by deed recorded in said Registry of Deeds in Book 9376, Page 89;

7) Rights and easements granted the Town of Scarborough by deed of Rocco C. Risbara, III, Marcia A. Risbara and Rocco C. Risbara, Jr., Trustees of the Risbara Family Trust, dated January 5, 1990 and recorded in said Registry of Deeds in Book 9177, Page 196, as modified by deed recorded in said Registry of Deeds in Book 9376, Page 83;

8) Terms, conditions and restrictions set forth in an Agreement by and among the Town of Scarborough Planning Board, William Weeks in his capacity as Building Inspector for the Town of Scarborough and Key Bank of Maine dated August 10, 1992 and recorded in said Registry of Deeds in Book 10249, Page 37 including, but not limited to, the restriction that in the event the above-described premises are not submitted to the condominium form of ownership by addition to Clear View Condominium, no further residential units will be permitted within said premises beyond the existing twenty-four (24) thereon; and

9) Rights and easements granted Clear View Condominium Association by deed of Key Bank of Maine dated September 11, 1992 and recorded in said Registry of Deeds in Book 10313, Page 345.

Also hereby including, as part of the above-described premises conveyed herein, all right, title and interest of Rocco C. Risbara, Jr., Marcia A. Risbara and Rocco C. Risbara, III, Trustees of the Risbara Family Trust, in and to the rights and easements conveyed to said Trustees is said deeds recorded in said Registry of Deeds in Book 9174, Page 316, Book 9177, Page 180, and in deed from Marcia A. Risbara and Rocco C. Risbara, Jr. to said Trustees, et al., dated May 15, 1990 and recorded in said Registry of Deeds in Book 9174, Page 320.

Meaning and intending to convey and hereby conveying the same premises conveyed to Clearview Limited Partnership by Quitclaim Deed of Key Bank of Maine, dated October 9, 1992 and recorded in said Registry of Deeds in Book 10331, Page 248.

Received
Recorded Register of Deeds
Mar 07,2006 01:51:03P
Cumberland County
John B OBrien

Town of Scarborough Zoning Ordinance
Section II.I.4(a)(i)

Submission Requirement #5: A site analysis that describes the major features of the property, allowing the Planning Board and Town Council to make informed judgments about how it will be used.

See attached Site Analysis Narrative and Site Inventory Plan prepared by St. Clair Associates and dated August 2, 2018.

See also attached agreement dated August 10, 1992, between the Town of Scarborough Planning Board and Key Bank of Maine relating to the Clearview Condominium project (the "1992 Agreement"). The 1992 Agreement was sought by Key Bank to confirm that its development rights for Phase II did not include a requirement that the project be submitted to the condominium form of ownership by addition to the Clearview Condominium and that the buildings constructed within Phase II were lawfully nonconforming under the Town's Zoning Ordinance. The Board confirmed the same pursuant to the Agreement. The Board further required that the Bank impose a restrictive covenant on Phase II that prohibited further residential development if Phase II was not submitted to the condominium form of ownership by addition to the Clearview Condominium. The 1992 Agreement was recorded for that purpose.

Because the vacant lot on Portland Farms Road is part of the property conveyed to the Bank, it is subject to the 1992 Agreement. However, the vacant lot across Portland Farms Road has only ever served as additional acreage to be counted toward the net residential density calculation of Phase I and Phase II. The lot is separated by a road and not adjacent to either Phase I or Phase II. The land area of the vacant lot serves no practical purpose with respect to the development within Phase I and Phase II.

Site Analysis Narrative
Proposed Subdivision of vacant lot on the corner of
Portland Farms Road and Eastern Road

Pursuant to Section II(I)(4)(a)(i) of the Zoning Ordinance, the following is a site analysis that describes the major features of the property as set forth in Appendix C to the Zoning Ordinance. This site analysis narrative focuses solely on the conditions of the vacant lot referenced above, and does not address the existing conditions of the Phase I or Phase II property:

Natural Features

The vacant lot adjacent to the Clearview Condominium is predominately an open field area, with a very small section of deciduous type vegetation at the northerly tip of the property. Based on a review of the Scarborough WebGIS Database, there are no exemplary natural communities or mapped rare plant species on the site, as identified by the Maine Natural Areas Program (MNAP).

The lot generally slopes in a southeasterly direction at an approximate 5% slope towards the Eastern Road. The property has a generally consistent slope and is absent of ridgelines and apparent rock outcrops. The gentle site topography is generally very conducive to lot development.

Based upon the Medium Intensity Soils Survey information for the site area, the soils on the property have been identified as Windsor Loamy Sand along the northwesterly end of the site. The central area (and majority of the site) has been mapped as a Gravel Pit. A very small area of Scantic Silt Loam is identified on the southeastern end of the site, along the edge of the Eastern Road. The "Gravel Pit" mapping appears consistent since, historically, this area had been previously used for construction and earthwork operations. Windsor Loamy Sand and Gravel Pit are within the Hydrologic Group A soils and are non-hydric. These site soils are typically very conducive to residential development. Scantic Silt loam is within the Hydrologic Group D soils and is considered hydric. As noted, Scantic Silt Loam is only located in a small area along the edge of the Eastern Road. Given the access to municipal sewer in this area, the presence of Scantic Silt loam along the edge of the Eastern Road is not considered a site constraint.

There is no open water on the site. Based on 1992 wetland mapping for the adjacent Arbor Place Subdivision, it appears that there was a mapped wetland located off the northerly corner of the property. Based on the WebGIS Database for the site, there are no mapped wetlands on the property. Although a formal wetland delineation has not been conducted on the vacant parcel, based on visual observations of the site, and given the soils mapping for the lot, there are no apparent suspect wetland areas on the property.

The site is in the Nonesuch River Watershed. The stormwater in the area of the property is collected in a closed drainage system within the street network, and flows within the municipal system along Portland Farms Road and Eastern Road toward a stormwater pond located easterly of the site, near the corner of the Eastern Road and Arbor View Lane. Surface runoff from the properties located to the north of the parcel appear to flow along the northerly property limits

between this site and the abutting residence to the north. Surface runoff from the site flows along the northwesterly edge of the Eastern Road toward the stormwater pond described above.

Based upon a review of the Town's GIS database, the property is not located within an area designated by the Inland Fisheries & Wildlife as rare/threatened or endangered species habitat, nesting area, or deer wintering area.

Cultural Features

The vacant lot and the existing condominium development located at the corner of Portland Farms Road and Eastern Road are located adjacent to the existing Eastern Trail. There is an existing sidewalk along the northerly side of Portland Farms Road. The property is located within a residential area and surrounded by residential subdivisions near Route One. Other than the Eastern Trail, there are no known hiking trails or snowmobile trails and there are no scenic or rural roads, stone walls, historic structures, or cemeteries on or adjacent to the property. Further, there are no known historic uses of the site and there are no views of or from the site. There are no proposed alterations to the land that will include gravel mining, topsoil removal or timber harvesting, other than the customary practices associated with the development of three single family homes. The development of the vacant lot will have a minimal impact on the surrounding area and the environment. The property will continue to benefit from access to the Eastern Trail and the existing cultural features.

Community Relationships

The vacant lot abutting Portland Farms Road is maintained in its natural state and bush-hogged annually. The development of this vacant lot will provide additional residential housing to the community in an area that is already heavily developed with residential uses. The vacant lot is situated such that access to public transportation is nearby and vehicular access to major highways, medical services and retail businesses is extremely convenient. In addition, the lot provides immediate access to the Eastern Trail for recreational purposes.

The Clearview Condominium Association that currently owns the vacant lot also agrees to contribute or cause a future purchaser of the property by some contractual obligation to contribute an amount equal to $20,000 per residential dwelling unit developed on the property to the Town of Scarborough's affordable housing fund in order to assist the Town in meeting its affordable housing demands.

Institutional Factors

The Clearview Condominium Association and the vacant lot are located in the Town's Residential District R-4A, which permits development of residential dwellings on minimum lot areas of 10,000 square feet, up to a maximum density of four (4) dwelling units per net residential acre. The Clearview Condominium Association is requesting a contract zoning agreement to overlay both the existing condominium development and the vacant lot to enable the sale of the vacant lot to be developed as up to three single family detached dwellings, or some number two-family dwellings, multiplex dwellings or townhouses. The space and bulk

requirements for the proposed development of the vacant lot match those in the R-4A district. The contract zoning agreement would allow for a reduced net residential acreage requirement for the existing condominium development.

Utility Services:

The parcel has the ability to be served by public water, municipal sewer, natural gas and overhead electrical, telephone and cable T.V. utilities. An existing 20' wide municipal sewer easement crosses the site in an orientation generally parallel to the Eastern Road. Connection to the existing sewer line that crosses the site is proposed as the means to provide sewer service to the parcel.

Current road system:

The parcel has frontage along both Portland Farms Road and Eastern Road. Portland Farms Road is an approximately 24-foot wide paved road with bituminous curb and a closed drainage system. Eastern Road is an approximately 24-foot wide paved road with a combination of closed and open drainage systems.

Composite Analysis

A composite aerial image which shows the site, the existing LiDAR topography for the area, the lot lines, municipal setbacks and the existing sewer easement has been prepared to illustrate those parts of the site which have (a) no constraints, (b) moderate restraints, and (c) severe restraints. As the attached image demonstrates, the site restraints appear to all be moderate and are generally typical of any development parcel in the community (i.e. municipal setbacks). The only additional restraint is the existing sewer easement that has a similar impact to a property line setback, which can be used as open space or as part of a residential lawn area.



LOCATION MAP N.T.S.

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	BOUNDARY LINE/R.O.W.	
	ABUTTER LINE/R.O.W.	
	SETBACK	
	EASEMENT	
	BUILDING	
	EDGE PAVEMENT	
	EDGE WATER	
	TREELINE	

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

REV:	BY:	DATE:	STATUS:
A	DCS	8-02-18	FOR REVIEW

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

ST.CLAIR ASSOCIATES
LAND SURVEYING AND CIVIL ENGINEERING
34 Forest Lane
Cumberland, ME 04021
Tel (207) 829-5558

PROJECT NO.	FIELD BOOK	DESIGN	CHKD	DRAWN
17036	.	.	DCS	DCS

SITE INVENTORY PLAN
OF:
RISBARA CLEARVIEW CONDO PROPERTY
PORTLAND FARMS ROAD
SCARBOROUGH, MAINE
FOR:
RISBARA CLEARVIEW CONDOMINIUM
PORTLAND FARMS ROAD
SCARBOROUGH, ME 04074

DATE	SCALE
8-02-18	1"=100'

SHEET 1 #

17036-COMPOSITE MAP-

DRUMMOND WOODSUM PLIMPTON & MacMAHON
ATTORNEYS AT LAW
245 COMMERCIAL STREET
PORTLAND, MAINE 04101-1117
(207) 772-1941
FAX (207) 772-3627

HUGH G. E. MACMAHON
JOHN A. GRAUSTEIN
JOSEPH L. DELAFIELD III
S. JAMES LEVIS, JR.
DANIEL AMORY
ROBERT E. HIRSHON
HARRY R. PRINGLE
RICHARD A. SPENCER
JOHN A. MAHANEY
THOMAS H. ALLEN
RICHARD A. CARRIUOLO
RONALD N. WARD
RICHARD A. HULL III
JOHN S. KAMINSKI
RUFUS E. BROWN
KATHLEEN BARRY
WILLIAM L. PLOUFFE
CAROLYN B. WOODWORTH
JERROL A. CROUTER

KEITH C. JONES
MICHAEL E. HIGH
RICHARD A. SHINAY
BRUCE W. SMITH
WILLIAM R. BRITTON, JR.
E. WILLIAM STOCKMEYER
BARBARA L. KRAUSE
BENJAMIN E. MARCUS
ELTING H. SMITH, JR.
MELISSA A. HEWEY
ERIC R. HERLAN
MARK E. STANDEN
GENE A. AUTY
DAINA J. NATHANSON
BARBARA A. APPLEBY
DAVID P. CROCKER
DANIEL J. ROSE
JAMES D. WILLIAMS III
LEIGH C. TAGGART

PARK ONE-ELEVEN
409 ALFRED STREET
BIDDEFORD, MAINE 04005
(207) 282-5983
FAX (207) 282-4310

OF COUNSEL
DANIEL T. DRUMMOND, JR.
HAROLD E. WOODSUM, JR.
DAVID PLIMPTON

August 27, 1992

Joseph F. Ziepniewski
Town Planner
Town of Scarborough
P.O. Box 360
Scarborough, ME 04074

Re: Clearview Condominium
Portland Farms Road, Scarborough, Maine

Dear Joe:

Enclosed are two fully executed duplicate originals of the separation Agreement with respect to the above-referenced project. A third original was recorded today in the Cumberland County Registry of Deeds in Book 10249, Page 37. I will retain the fourth original in our file.

With best regards.

Very truly yours,

Richard A. Shinay

RS/nm
Enclosures

cc: Elaine L. Clark, Esq.
Mark R. Kleinhaut

Recorded 8/27/92
Book 10249 Page 37

AGREEMENT

AGREEMENT made this 10th day of August, 1992 by and among the TOWN OF SCARBOROUGH PLANNING BOARD (the "Board"), WILLIAM WEEKS in his capacity as Building Inspector for the Town of Scarborough (the "Building Inspector"), and KEY BANK OF MAINE, a Maine banking corporation having a place of business at One Canal Plaza, Portland, Maine (the "Bank").

WHEREAS, the Board gave final approval for the Clearview Condominium project (the "Project") on June 27, 1988, reference being made to the approved subdivision plan for the Project entitled "Clearview Condominium, Portland Farms Road, Scarborough, Maine" by Richard A. Manthorne for Rocco C. Risbara and Marcia A. Risbara, Trustees of the Risbara Family Trust, dated April, 1988, revised June 22, 1988, and recorded in the Cumberland County Registry of Deeds in Plan Book 171, Page 69 (the "Approved Plan"); and

WHEREAS, the Project is divided into two (2) phases as shown on the Approved Plan, Land Phase I consisting of four (4) buildings each containing four (4) residential units and Land Phase II consisting of three (3) buildings each containing eight (8) residential units; and

WHEREAS, pursuant to the Declaration of Clearview Condominium dated June 27, 1988 and recorded July 1, 1988 in said Registry of Deeds in Book 8361, Page 152 (the "Declaration"), Rocco C. Risbara and Marcia A. Risbara, Trustees of the Risbara Family Trust (the "Trust"), submitted Land Phase I and the buildings thereon to the condominium form of ownership under the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended (the "Act"), thereby creating Clearview Condominium (the "Condominium") within said Phase; and

WHEREAS, pursuant to development rights reserved in Article IV of the Declaration, the Trust reserved the right without obligation to submit Land Phase II and the buildings thereon to the condominium form of ownership by addition to the Condominium, which right is to be exercised, if at all, within seven (7) years from the date of recording of the Declaration; and

WHEREAS, the Approved Plan contains a notation within Land Phase II that said Phase "Need Not Be Added" with reference below said notation to Article IV of the Declaration, thereby indicating that said Phase may, but need not, be submitted to the condominium form of ownership by addition to the Condominium at some future date; and

WHEREAS, the Project was completed substantially in accordance with the Approved Plan; and

WHEREAS, following the sale of fifteen (15) of the sixteen (16) condominium units located in Land Phase I of the Project, the Trust transferred the remaining unsold condominium unit in said Phase, together with Land Phase II and all development and special declarant rights reserved by the Trust in the Declaration and under the Act, to the Bank by deed dated October 21, 1991 and recorded in said Registry of Deeds in Book 9758, Page 109; and

WHEREAS, Land Phase II is currently operating as a residential rental project under single ownership and has not been submitted to the condominium form of ownership by addition to the Condominium; and

WHEREAS, the Approved Plan contains no condition or requirement that Land Phase II be submitted to the condominium form of ownership by addition to the Condominium; and

WHEREAS, the Board's approval of the Project anticipated the possibility that Land Phase II might never be submitted to the condominium form of ownership by addition to the Condominium and permits the continued operation and transfer of said Phase in the non-condominium form of ownership; and

WHEREAS, the Bank has requested (a) that the Board clarify and confirm that its approval of the Project does not include a condition or requirement that Land Phase II must be submitted to the condominium form of ownership by addition to the Condominium; and (b) that the Board and the Building Inspector acknowledge and agree that the buildings located within Land Phase II were lawful when constructed and are currently lawfully nonconforming pursuant to the Zoning Ordinance of the Town of Scarborough (the "Zoning Ordinance"); and

WHEREAS, the Board wishes to so clarify and confirm the terms of its approval of the Project and the Board and the Building Inspector wish to so acknowledge and agree as to the status of the buildings within Land Phase II under the Zoning Ordinance; and

WHEREAS, the Building Inspector is responsible for enforcing the provisions of the Town of Scarborough Ordinances relating to the Project.

NOW THEREFORE, the parties hereto acknowledge and agree as follows:

1. The Board acknowledges and agrees (a) that its approval of the Project does not require that Land Phase II be submitted to the condominium form of ownership by addition to the Condominium; (b) that said Phase may continue to be operated and transferred as a rental project under single ownership; and (c) that said Phase is in compliance with the Project approval and the

applicable land use and zoning Ordinances of the Town of Scarborough;

2. The Bank acknowledges and agrees (a) that the Board's approval of the Project does not permit the construction of any further residential units within the Project; and (b) that it will impose a restrictive covenant upon Land Phase II to the effect that, in the event said Phase is not submitted to the condominium form of ownership by addition to the Condominium, no further residential units will be permitted within said Phase beyond the existing twenty-four (24) thereon, which restrictive covenant shall be set forth in an instrument recorded in said Registry of Deeds and shall be binding upon the Bank, its successors and assigns, and enforceable by the Town of Scarborough;

3. The Building Inspector acknowledges and agrees that the Project, as approved and clarified by the terms and conditions of this Agreement, is in compliance with the terms and provisions of the Town of Scarborough Ordinances applicable thereto;and

4. The Bank, the Board and the Building Inspector each acknowledge and agree (a) that the three (3) buildings each containing eight (8) residential units located within Land Phase II were lawful when constructed; (b) that such buildings were approved as "multiplex" dwellings as defined in Section VI of the Zoning Ordinance; (c) that "multiplex" was at the time of such approval defined as 'An attached dwelling of no more than eight dwelling units, which may be in any configuration. Where more than one multiplex structure is located on a lot, the average number of units per structure shall be no greater than six'; (d) so long as Land Phase II is not submitted to the condominium form of ownership by addition to the Condominium, the average number of units per structure within Land Phase II will be eight (8), which exceeds the average number of units per structure permitted under the definition of "multiplex" at the time of such approval; and (e) that the three (3) buildings each containing eight (8) units within Land Phase II, if not submitted to the condominium form of ownership by addition to the Condominium, shall be lawfully nonconforming pursuant to the terms and conditions of the Zoning Ordinance applicable thereto as of the date hereof notwithstanding the failure of

such buildings to comply with the definition of "multiplex" at the time of such approval.

PROVIDED, HOWEVER, that notwithstanding anything to the contrary, nothing herein or in the approval of the Project shall be construed as prohibiting the submission of said Land Phase II to the condominium form of ownership at some future date either by addition to the Condominium pursuant to the exercise of development rights reserved in the Declaration or by the creation of a separate condominium within said Phase.

THIS AGREEMENT shall be recorded in said Registry of Deeds, shall be "marginally indexed" upon the Approved Plan, and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

WITNESS:

TOWN OF SCARBOROUGH
PLANNING BOARD

By: _____
Donald Quigley
Its Chairman, thereunto
duly authorized

BUILDING INSPECTOR

_____
William Weeks, thereunto
duly authorized

KEY BANK OF MAINE

Sonia S. Folsom

By: _____
Mark R. Kleinhaut
Its Vice President,
thereunto duly authorized

County of Cumberland
State of Maine, ss.

August 10, 1992

Personally appeared the above-named Donald Quigley, Chairman of the Town of Scarborough Planning Board, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Board.

Before me,

Carole M. Bristol

Notary Public

CAROLE M. BRISTOL
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES DECEMBER 15, 1994

Type or print name

County of Cumberland
State of Maine, ss.

August 10, 1992

Personally appeared the above-named William Weeks, Building Inspector for the Town of Scarborough, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town.

Before me,

Carole M. Bristol

Notary Public

CAROLE M. BRISTOL
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES DECEMBER 15, 1994

Type or print name

County of Cumberland
State of Maine, ss.

August 10, 1992

Personally appeared the above-named Mark R. Kleinhaut, Vice President of Key Bank of Maine, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bank.

Before me,

Lynn M. Mountain

Notary Public

LYNN M. MOUNTAIN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES AUG. 22, 1998

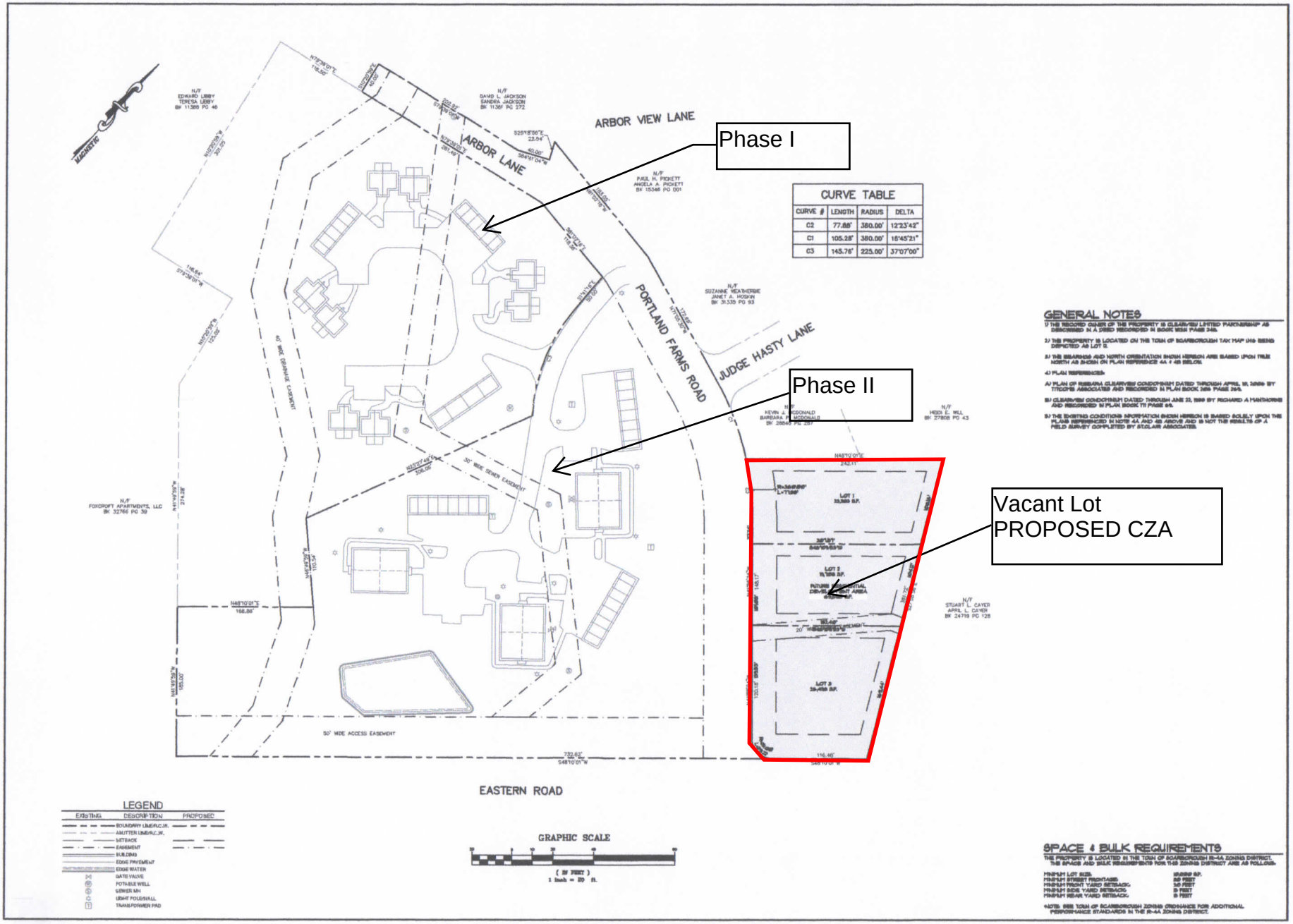
Type or print name

DAR029CB.DOC

Town of Scarborough Zoning Ordinance
Section II.I.4(a)(i)

Submission Requirement #6: A conceptual development plan showing the approximate layout of all buildings, structures, streets, driveways, parking areas and other significant improvements to be constructed on or above the surface of the ground plus any proposed open spaces, conservation areas, buffer areas or other features of the development, but is not required to show subsurface infrastructure installations, building plans, engineering plans or other details which would be required for a subdivision plan or site plan.

See attached Sketch Plan by St. Clair Associates dated October 19, 2017, depicting the "Future Residential Development Area" shaded in gray to the northeast of the entrance to Portland Farms Road and the existing Clearview Condominium development to the west/northwest of the entrance to Portland Farms Road.



ST.CLAIR ASSOCIATES
LAND SURVEYING AND CIVIL ENGINEERING
34 Forest Lane
Cumberland, ME 04021
Tel (207) 829-4868

PROJECT NO.	FIELD BOOK	DESIGN	CHKD	DRAWN
17036	-	DCB	DCB	DCB

NO.	BY	DATE	REVISION
A	DCB	9-25-18	FOR CLIENT REVIEW

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ST.CLAIR ASSOCIATES, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ST.CLAIR ASSOCIATES

SKETCH PLAN - 4
OF
CLEARVIEW CONDO PROPERTY
PORTLAND FARMS ROAD
SCARBOROUGH, MAINE
FOR
RISBARA CLEARVIEW CONDOMINIUM
PORTLAND FARMS ROAD
SCARBOROUGH, MAINE

DATE	SCALE
10-19-17	1"=100'

SHEET 1

17036SK-4

Town of Scarborough Zoning Ordinance
Section II.I.4(a)(i)

Submission Requirement #7: A statement describing the existing use of the property and the proposed new use and development and describing how the proposed contract zone will be consistent with the Town of Scarborough Comprehensive Plan, will be consistent with existing and permitted uses within the existing zoning district classification of the property, will be in the public interest, and will have beneficial effects on the Town as a whole which would not result if the property were developed under the existing zoning district classification.

See the attached letter from the Board of Directors of the Risbara Clearview Condominium Association. Note that this letter addresses the Town's current Comprehensive Plan and does not include references to the Town's 2018 Update to the Comprehensive Plan as that update is not yet final or approved. However, the need for affordable housing remains a priority of the Town under the proposed 2018 updated Comprehensive Plan.

The Vacant Lot At Portland Farms

August 16, 2018

To: The Town of Scarborough

Re: Risbara Clearview Condominium Association Future Development

We, as the Board of Directors (The Board) for the Risbara Clearview Condominium Association (The Association), are seeking approval from The Planning Board and The Town Council to subdivide and sell the field on the corner of Portland Farms Rd. and Eastern Rd. via The Contract Zoning Ordinance. This piece of property was originally included in Land Phase II of the 40 unit, 1988 Clearview subdivision for density purposes. The original subdivision included 16 townhouse style condominiums in Land Phase I and 24 apartments in Land Phase II.

In 1992, an agreement was struck between The Town of Scarborough Planning Board, the Building Inspector for the Town of Scarborough, and Key Bank of Maine (The Agreement) acknowledging that the 24 apartments were lawfully nonconforming as three buildings with eight units per building due to prior approval by the Planning Board, and that these units, as one entity, can be converted to the condominium form of ownership at a later date. The Agreement also states that there shall be no further residential development in Land Phase II, hence why a Contract Zone is required.

In 2006, Risbara Clearview Development, LLC purchased the apartments and converted them to the condominium form of ownership with their own Declaration and Articles of Incorporation. Since 2006, the Vacant Lot has been owned and maintained by The Association.

Currently, the 24 dwelling units in The Association and the Vacant Lot are separated by Portland Farms Rd. This part of our property is of no feasible use to The Association, and we feel that this parcel would be better suited as three residential home sites. Under the current conditions, this field is bush hogged annually and we feel the plan we are proposing would be more congruent with the surrounding neighborhood than an open field.

We propose that the new home sites will be governed by the current R4A Ordinance, and that the Contract Zone only affect the area of the

property containing existing residential units. A restrictive covenant shall be placed on future homes developed in terms of a $20,000.00 per unit in lieu fee, payable to the Affordable Housing Fund for the Town of Scarborough. This fee shall be paid at the time a building permit is pulled.

In addition to the Contract Zone, we are proposing an amendment to The Agreement allowing for the subdivision of the Vacant Lot. This will allow The Association to continue as a lawfully nonconforming development in the Town of Scarborough.

We believe the benefit of the in lieu fees to the Town of Scarborough to be dedicated to affordable housing is not only desirable, but helps to address the need for affordable housing within the Town of Scarborough as identified in the 2006 Update of the Comprehensive Plan, as does the ability to continue the use of the property by the Association as a lawfully nonconforming development. This need was identified in the Policy Objectives and Actions outlined in A.4, F.4, and H.2 of the Comprehensive Plan. In particular, Appendix C of the Comprehensive Plan states that there is a severe shortage of single family homes in Scarborough that are affordable to first time buyers and to most people who work in Scarborough. In order to address this shortage, the Comprehensive Plan recommends increasing opportunities for more compact development that promotes affordability and to develop a housing trust fund to be administered by a local housing program. Our proposed Contract Zone offers opportunities to meet both of these goals of the Comprehensive Plan.

On April 3, 2018, a special meeting was held with all 23 living members of The Association unanimously approving to move forward with the Contract Zone, the amendment to the agreement, an amendment to the Declaration, and the sale of the Vacant Lot upon approval from the Town. Matthew Garrett in his capacity as the President of The Board for The Association will be acting as the agent for The Association. He can be contacted at:

Matthew Garrett
4 Marsh Rock Circle
Scarborough, ME 04074
(207) 252-2185
Matt.mountaineerpg@yahoo.com

Thank you for your consideration. We look forward to working with you on this endeavor.

Sincerely,

Matthew Garrett, President — Date: 8/16/18

Scott McGrath, Treasurer — Date: 8.17.18

Sandy Taylor, Secretary — Date: 8/20/2018

Town of Scarborough Zoning Ordinance
Section II.I.4(a)(i)

Submission Requirement #8: A proposed contract zoning agreement which complies with the requirements of Section II(I)(5) below.

See attached proposed draft contract zoning agreement.

In addition to the CZA, the applicant proposes that the Board adopt the enclosed amendment to the 1992 Agreement to address the limitations set forth therein as it relates to the vacant lot.

CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH AND
THE RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

This Contract Zoning Agreement is made this ____ day of _____, 2018, by and between the TOWN OF SCARBOROUGH, a municipal corporation organized under the laws of the State of Maine, located in the County of Cumberland and State of Maine (hereinafter the "Town"), and RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION, a Maine Non-Profit Corporation with a place of business in Scarborough, Maine (hereinafter the "Association"), pursuant to the provisions of Title 30-A § 4352 of the Maine Revised Statutes, as amended, and the Contract Zoning provisions of Section II, Subsection I of the Town of Scarborough Zoning Ordinance.

W I T N E S S E T H:

WHEREAS, the unit owners within the Association collectively own certain property located along the northwesterly border of Eastern Road in Scarborough, referred to as Lot 12 on the Town of Scarborough Tax Map U46 and consisting of approximately 13.36 acres (hereinafter the "Property") pursuant to the Declaration of Clearview Condominium dated June 27, 1988, and recorded July 1, 1988, in the Cumberland County Registry of Deeds in Book 8361, Page 152; and

WHEREAS, the Property currently consists of two distinct portions: 1.) a 40-unit residential development consisting of approximately 11.78 acres (hereinafter the "Clearview Condos Lot"), and 2.) a parcel of undeveloped land consisting of approximately 1.58 acres that is entirely separated from the residential development by Portland Farms Road (hereinafter the "Vacant Lot"); and

WHEREAS, the Vacant lot was part of the "Land Phase II" identified on the Plan of Clearview Condominium dated June 22, 1988, and recorded in the Cumberland County Registry of Deeds in Plan Book 171, Page 69 (hereinafter the "1988 Plan") to

include a 20’ wide public sewer easement granted to the Scarborough Sanitary District; and

WHEREAS, the Property is subject to an agreement between the Town of Scarborough Planning Board, William Weeks in his capacity as Building Inspector for the Town of Scarborough and Key Bank of Maine (hereinafter the “1992 Agreement”) that specifies that the Planning Board’s approval of the 1988 Plan did not permit development beyond the twenty-four (24) residential units approved within Phase II of the Plan unless Phase II was submitted to the condominium form of ownership; and

WHEREAS, the Association, duly authorized to act and acting on behalf of the unit owners, seeks to develop or sell the Vacant Lot to be developed for additional residential units; and

WHEREAS, the Property is located in the Town’s Residential District R-4A, which permits development of residential dwellings on minimum lot areas of 10,000 square feet, up to a maximum density of four (4) dwelling units per net residential acre; and

WHEREAS, the Vacant Lot, if treated independently, has sufficient acreage to satisfy the space and bulk regulations of the underlying R-4A District for purposes of additional residential development, but the Clearview Condos Lot as presently developed and without inclusion of the acreage of the Vacant Lot is not sufficient to meet the space and bulk regulations of the underlying R-4A District; and

WHEREAS, the Association, duly authorized to act and acting on behalf of the unit owners, has requested a rezoning of the Property to permit additional residential development on the Vacant Lot; and

WHEREAS, the Scarborough Planning Board, pursuant to the Zoning Ordinance, and after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as set forth herein; and

WHEREAS, the Scarborough Town Council has determined that the recommended rezoning is consistent with the Town’s Comprehensive Plan and consistent with the existing and permitted uses within the underlying Residential District R-4A, is in

the public interest, and will have beneficial effects on the town as a whole, and has authorized the Town Manager to execute this Contract Zoning Agreement by vote at its _____ meeting;

WHEREAS, Title 30-A § 4352 of the Maine Revised Statutes permits conditional/contract rezoning in regard to conditions which relate to the physical development or operation of property; and

WHEREAS, Section II, Subsection I of the Town of Scarborough Zoning Ordinance also authorizes the same; and

WHEREAS, pursuant to the aforesaid provisions, the Scarborough Town Council seeks to advance the desired land use objectives set forth herein and finds this Contract Zoning Agreement (a) is consistent with the Comprehensive Plan duly appointed by the Town of Scarborough; (b) establishes a contract zone consistent with the existing permitted uses in the original zone of the area involved; (c) only includes conditions and restrictions which relate to the physical development of this site; (d) imposes such conditions and restrictions as are necessary and appropriate for the protection of the public health, safety, and general welfare of the Town of Scarborough; and (e) the land use objective sought herein further a desired public purpose or benefit.

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

1. The Town hereby amends the Zoning Map of the Town of Scarborough by adopting the zoning map amendment depicted on Exhibit A to this Agreement.

2. The _____ Zone as defined herein for the Property and the Clearview Property is hereby created as depicted on Exhibit A (hereinafter the "_____ Zone").

3. The Clearview Condos Lot. Notwithstanding the requirements of the Residential District R-4A of the Town of Scarborough Zoning Ordinance, the Clearview Property as shown on Exhibit A hereto shall be permitted to continue in its current state of development, including 40 residential dwelling units and associated infrastructure, parking, garages, roads and other improvements, and shall be considered to be in conformance with the space and bulk regulations of this _____ Zone as follows:

a. Clearview Condos Lot Space and Bulk Regulations:

i. Maximum density: 5 dwelling units per net residential acre

ii. Minimum lot area: 8,500 square feet per dwelling unit

iii. Minimum area per family: 8,500 square feet

iv. Minimum street frontage:

v. Minimum front yard, all buildings:

vi. Minimum rear and side yards, all buildings:

vii. Maximum building height:

viii. Maximum building coverage:

4. The Vacant Lot. The Association shall be permitted to develop or sell to be developed the Vacant Lot in accordance with the provisions of Section XV.II. Residential District R-4A of the Town of Scarborough Zoning Ordinance, as may be amended.

5. Public Benefit: In satisfaction of the requirement of the Town of Scarborough Zoning Ordinance (Section II, Subsection I) that any proposal for contract zoning have beneficial effects on the Town as a whole that would not result if the property were developed under the existing zoning district classification, the Association hereby agrees to contribute or cause a future purchaser of the Property by some contractual obligation to contribute an amount equal to $20,000 per residential dwelling unit developed on the Property under the provisions of this Agreement to the Town of Scarborough's affordable housing fund.

6. Further Assurances: Until this Agreement is effective and properly implemented, the parties agree to negotiate in good faith the terms and conditions of such further instruments and agreements as may be reasonably necessary from time to time to implement this Contract, including, but not limited to the contributions set forth in Section 6 above and an amendment to the 1992 Agreement between the Town and Key Bank to which the Association is a successor.

7. Enforcement. The Town of Scarborough shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action

pursuant to Section IV of the Zoning Ordinance and through legal action for specific performance of this Agreement.

8. Maine Agreement: This Contract Zoning Agreement is a Maine agreement entered into pursuant to the laws of the State of Maine and shall be enforced in accordance with the same.

9. Binding Covenants: The above-stated restrictions, provisions and conditions are an essential part of this Agreement and shall run with the land subject hereto and bind the parties, and their respective successors, heirs and assigns, or any party in possession or occupancy of the land or any part thereof, and shall inure to the benefit of and be enforceable by the Town.

10. Recording: A true copy of this Agreement shall be recorded in the Cumberland County Registry of Deeds.

11. Severability: If any one or more clauses of this Agreement is held to be void or unenforceable, such clause or clauses shall deem to be severable and the remainder of this Agreement shall be deemed to be valid and in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS

_____

TOWN OF SCARBOROUGH

_____
By: Thomas Hall
Its Town Manager

State of Maine
County of Cumberland, ss. _____, 2018

Then personally appeared the above-named Thomas Hall, Town Manager of the Town of Scarborough, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Town of Scarborough.

Before me,

_____
Attorney at Law/Notary Public
Printed Name: _____
Commission expires:_____

WITNESS

_____

RISBARA CLEARVIEW
CONDOMINIUM ASSOCIATION

_____
By: _____
Its: _____

STATE OF MAINE
County of Cumberland, ss. _____, 2018

Then personally appeared the above-named _____, _____ of the Risbara Clearview Condominium Association, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Risbara Clearview Condominium Association.

Before me,

_____
Attorney at Law/Notary Public
Printed Name: _____
Commission expires:_____

EXHIBIT A
(See attached)

AMENDMENT TO AGREEMENT

This Amendment to Agreement (the "Amendment") is made and entered into as of _____, 2018 by and between the **Town of Scarborough Planning Board** (the "Board"), _____ in his capacity as Town of Scarborough Code Enforcement Officer (the "CEO"), and **Risbara Clearview Condominium Association**, a Maine Non-Profit Corporation with a place of business in Scarborough, Maine (the "Association").

RECITALS

WHEREAS, the Board, William Weeks in his capacity as Building Inspector for the Town of Scarborough, and Key Bank of Maine as owner of Land Phase II of the Clearview Condominium Project entered into an Agreement dated August 10, 1992 and recorded in Cumberland County Registry of Deeds in Book 10249, Page 37 (the "Agreement"); and

WHEREAS, the CEO is a successor to William Weeks and has been duly authorized by the Town Council of the Town of Scarborough to enter in to this Amendment; and

WHEREAS, the unit owners of Risbara Clearview Condominium comprise the membership of the Association and are the successors to Key Bank of Maine as owner of Land Phase II of the Clearview Condominium Project; and

WHEREAS, the Association is authorized to make agreements on behalf of unit owners regarding the common areas of the Risbara Clearview Condominium; and

WHEREAS the parties desire to amend the Agreement, with capitalized terms used in this Amendment and not otherwise defined having the same meaning set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Property Subject to the Option. Section 2 of the Agreement is hereby amended by adding the following language at the end of said Section 2:

> Notwithstanding the foregoing, the parties acknowledge and agree that the area labeled as _____ on the plan attached hereto as Exhibit A and incorporated herein may be developed in accordance with the applicable _____ Contract Zoning Agreement by and between the Association and the Town of Scarborough as adopted by the Town on _____.

2. Ratification. Except as expressly modified by this Amendment, the terms of the Agreement remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Agreement as of this _____ day of _____, 2018.

TOWN OF SCARBOROUGH PLANNING BOARD

_____
By:

_____
By:

_____
By:

_____
Code Enforcement Officer

RISBARA CLEARVIEW CONDOMINIUM ASSOCIATION

_____
By:
ITS:

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 19, 2018
REGULAR MEETING – 6:00 P.M.

Order No. 18-029. The second reading 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, will be scheduled for Wednesday, October 3, 2018. *[Contract Zone Applicant]*

Contract Zone Applicant — *Ought to Pass*

Sponsor — Recommendation

04/18/2018 - Vote: 6 Yeas. [Councilor Hayes absent.]

First Reading/Vote

09/19/2018

Public Hearing

10/03/2018

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 with 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
CITY, STATE: Scarborough ME
REGION: Northern Region
FD MANAGER: GD.2015BPJ156L94
DATE: 10/15/2015
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

Minimum Showroom Units Required
No Change for Showroom or Office Units
New Car Delivery Area Required

Administration

	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

No - Dealer Principal Office
Administrative Space Required
No Reduction for Conference/Training Rooms
Cashier Required
No Reduction for Computer/Electrical Rooms

Service Department

		Units	Sq. Ft.	Recommended Units & Sq. Ft. By Brand	
	Service Technicians	4		2	2
A) SERVICE SHOP	Flat Bays	4	1,920	2 960	2 960
	Lift Bays	4	1,920	2 960	2 960
	Total Productive Work Bays (Flat+Lift)	8	3,840		
	Wash Bays	2	960	1 480	1 480
	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	1 100	1 100
	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

	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		2,655

Yes - Use of High Density Bins

Vehicle Display

Parking @ 250 Sq. Ft. Per Unit	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

No - Do not reduce
No - Do not reduce

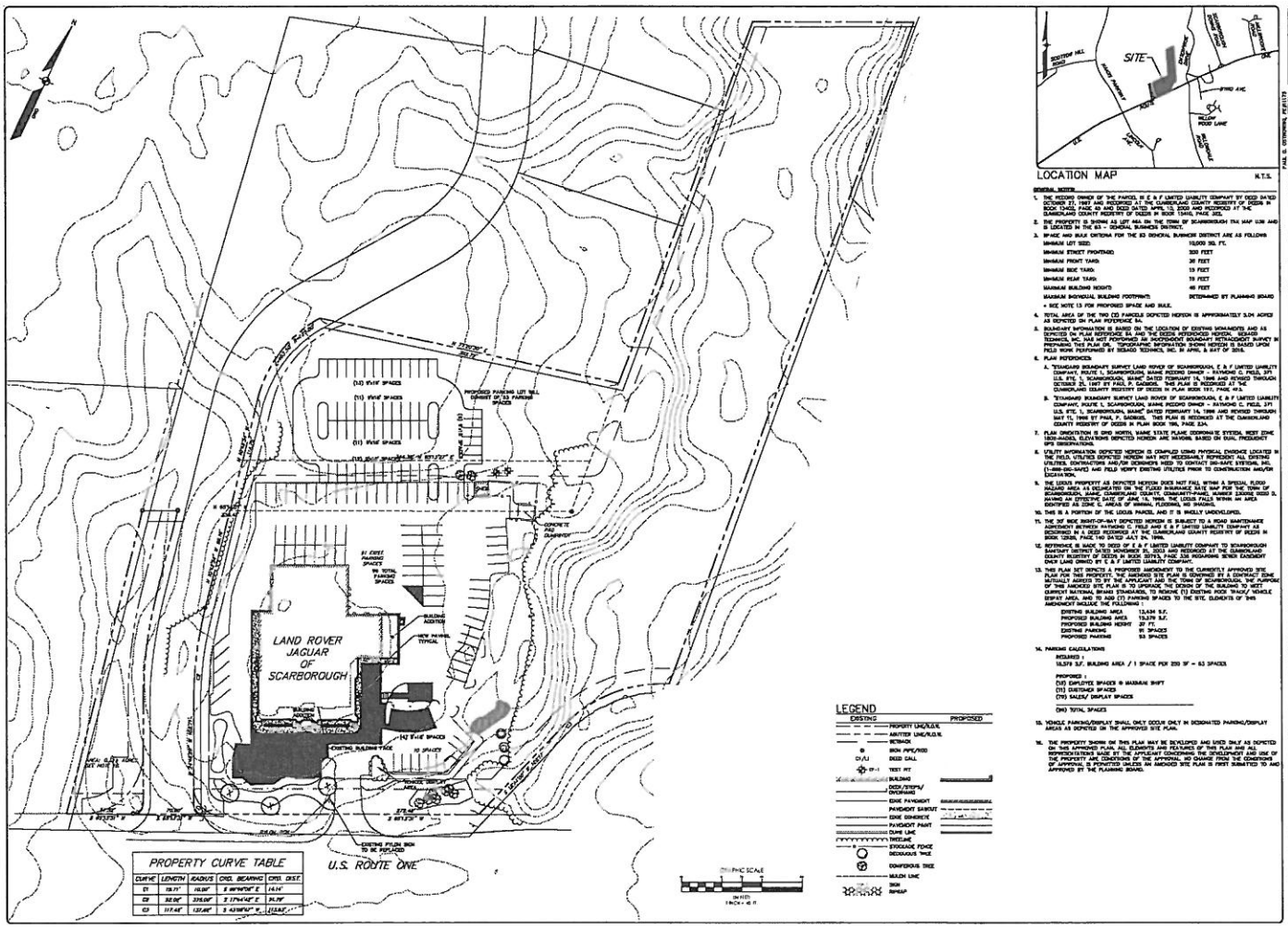
Exterior Requirements

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

Total Sales Area	5,605	
Total Administration Area	990	
Total Service Area (A+B+C)	9,315	
Total Parts	2,655	
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.



LOCATION MAP N.T.S.

GENERAL NOTES:

1. THE RECORD OWNER OF THE PARCEL IS C & F LIMITED LIABILITY COMPANY BY DEED DATED JUNE 15, 1998 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 13432, PAGE 63 AND DEED DATED APRIL 13, 2000 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 13646, PAGE 262.
2. THE PROPERTY IS SHOWN AS LOT 46A ON THE TOWN OF SCARBOROUGH TAX MAP U38 AND IS LOCATED IN THE B3 - GENERAL BUSINESS DISTRICT.
3. SPACE AND BULK CRITERIA FOR THE B3 GENERAL BUSINESS DISTRICT ARE AS FOLLOWS:

MINIMUM LOT SIZE:	10,000 SQ. FT.
MINIMUM STREET FRONTAGE:	200 FEET
MINIMUM FRONT YARD:	30 FEET
MINIMUM SIDE YARD:	15 FEET
MINIMUM REAR YARD:	20 FEET
MAXIMUM BUILDING HEIGHT:	45 FEET
MAXIMUM BUILDING/BUILDING FOOTPRINT:	DETERMINED BY PLANNING BOARD

* SEE NOTE 13 FOR PROPOSED SPACE AND BULK.

4. TOTAL AREA OF THE TWO (2) PARCELS DEPICTED HEREON IS APPROXIMATELY 3.04 ACRES AS DEPICTED ON PLAN REFERENCE 8A.
5. BOUNDARY INFORMATION IS BASED ON THE LOCATION OF EXISTING MONUMENTS AND AS DEPICTED ON PLAN REFERENCE 8A AND THE DEEDS REFERENCED HEREON. SEBAGO TECHNICS, INC. HAS NOT PERFORMED AN INDEPENDENT BOUNDARY RETRACEMENT SURVEY IN THE FIELD TO VERIFY THE LOCATION OF THE PROPERTY BOUNDARIES. FIELD SURVEYS USED UPON FIELD WORK PERFORMED BY SEBAGO TECHNICS, INC. IN APRIL & MAY OF 2015.
6. PLAN REFERENCES:
   A. "STANDARD BOUNDARY SURVEY LAND ROVER OF SCARBOROUGH, C & F LIMITED LIABILITY COMPANY, ROUTE 1, SCARBOROUGH, MAINE RECORD OWNER - RAYMOND C. PIELS, 3PT, U.S. RTE. 1, SCARBOROUGH, MAINE" DATED FEBRUARY 13, 1998 AND REVISED THROUGH MAY 11, 1998 BY PINEL P. SAEBOUS. THIS PLAN IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 197, PAGE 434.
   B. "STANDARD BOUNDARY SURVEY LAND ROVER OF SCARBOROUGH, C & F LIMITED LIABILITY COMPANY, ROUTE 1, SCARBOROUGH, MAINE RECORD OWNER - RAYMOND C. PIELS, 3PT, U.S. RTE. 1, SCARBOROUGH, MAINE" DATED FEBRUARY 13, 1998 AND REVISED THROUGH MAY 11, 1998 BY PINEL P. SAEBOUS. THIS PLAN IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 198, PAGE 334.
7. PLAN GEOMETRY IS GRID NORTH, MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE 1802-NAD83, ELEVATIONS DEPICTED HEREON ARE NAVD88, BASED ON GNSS / TRIGONOMETRIC GPS OBSERVATIONS.
8. UTILITY INFORMATION DEPICTED HEREON IS COMPILED USING PHYSICAL EVIDENCE LOCATED IN THE FIELD. UTILITIES DEPICTED HEREON MAY NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. CONTRACTORS AND/OR OWNERS NEED TO CONTACT DIG-SAFE SYSTEMS, INC. (1-888-DIG-SAFE) AND FIELD VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND/OR EXCAVATION.
9. THE LOCUS PROPERTY AS DEPICTED HEREON DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD AREA AS DEPICTED ON FLOOD INSURANCE RATE MAP NO. 230051 0008 C FOR SCARBOROUGH, MAINE/CUMBERLAND COUNTY, COMMUNITY-PANEL NUMBER 230051 0008 D, HAVING AN EFFECTIVE DATE OF JUNE 15, 1986. THE LOCUS FALLS WITHIN AN AREA IDENTIFIED AS ZONE C, AREAS OF MINIMAL FLOODING, NO SHADING.
10. THIS IS A PORTION OF THE LOCUS PARCEL AND IT IS SHOWN UNDEVELOPED.
11. THE 24' WIDE RIGHT-OF-WAY DEPICTED HEREON IS SUBJECT TO A ROAD MAINTENANCE AGREEMENT DATED NOVEMBER 25, 2003 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 22763, PAGE 238 REGARDING BENED EASEMENT OVER LAND OWNED BY C & F LIMITED LIABILITY COMPANY.
12. REFERENCE IS MADE TO DEED OF C & F LIMITED LIABILITY COMPANY TO SCARBOROUGH SANITARY DISTRICT DATED NOVEMBER 25, 2003 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 22763, PAGE 238 REGARDING BENED EASEMENT OVER LAND OWNED BY C & F LIMITED LIABILITY COMPANY.
13. THIS PLAN NOT DEPICTS A PROPOSED AMENDMENT TO THE CURRENTLY APPROVED SITE PLAN FOR THIS PROPERTY. THE AMENDED SITE PLAN IS CONFIRMED BY A CONTRACT ZONE MUTUALLY AGREED TO BY THE APPLICANT AND THE TOWN OF SCARBOROUGH. THE PURPOSE OF THIS AMENDED SITE PLAN IS TO UPGRADE THE DESIGN OF THE BUILDING TO MEET CURRENT NATIONAL BRAND STANDARDS, TO REMOVE (1) EXISTING PHOTO TRACK/ VEHICLE REPAIR AREA, AND TO ADD (7) PARKING SPACES TO THE SITE. ELEMENTS OF THIS AMENDMENT INCLUDE THE FOLLOWING:

EXISTING BUILDING AREA	13,634 S.F.
PROPOSED BUILDING AREA	15,379 S.F.
PROPOSED BUILDING HEIGHT	27' FT.
EXISTING PARKING	91 SPACES
PROPOSED PARKING	98 SPACES

14. PARKING CALCULATIONS:

REQUIRED :
18,579 S.F. BUILDING AREA / 1 SPACE PER 250 SF = 63 SPACES

PROPOSED :
(57) EMPLOYEE SPACES @ MAXIMUM SHIFT
(11) CUSTOMER SPACES
(70) SALES/ DISPLAY SPACES

(98) TOTAL SPACES

15. VEHICLE PARKING/DISPLAY SHALL ONLY OCCUR ONLY IN DESIGNATED PARKING/DISPLAY AREAS AS DEPICTED ON THE APPROVED SITE PLAN.
16. THE PROPERTY SHOWN ON THIS PLAN MAY BE DEVELOPED AND USED ONLY AS DEPICTED ON THIS APPROVED PLAN. ALL ELEMENTS AND FEATURES OF THIS PLAN ARE AND CONDITIONS OF APPROVAL, UNLESS ALTERED BY LATER APPROVED PLANS. ALL SUBSEQUENT OWNERS OF THE PROPERTY SHALL BE BOUND BY THESE CONDITIONS OF APPROVAL. NO CHANGE FROM THE CONDITIONS OF APPROVAL IS PERMITTED UNLESS AN AMENDED SITE PLAN IS FIRST SUBMITTED TO AND APPROVED BY THE PLANNING BOARD.

EXHIBIT B

10-04-17

DESIGNED	CHECKED
PDD	PDD

F	09-06-17	REVISED PER STAFF PLANNING REVIEW COMMENTS
E	08-08-17	REVISED PER STAFF PEER REVIEW COMMENTS
D	06-12-17	SUBMITTED FOR SANITARY DISTRICT REVIEW
C	05-31-17	SUBMITTED FOR PLANNING BOARD REVIEW
B	05-15-17	SITE PLAN FOR J.P. ROVER
A	04-26-17	TOWN COUNCIL FIRST READING
REV	DATE	DESCRIPTION

SEBAGO TECHNICS INC.
75 John Roberts Rd. Suite 1A, South Portland, ME 04106
Tel: 207-200-2100
55 Main Street, Suite 210, Saco, ME 04072
Tel: 207-283-1601
Lewiston, ME 04240
Tel: 207-755-2698

OVERALL AMENDED SITE PLAN
LAND ROVER JAGUAR OF SCARBOROUGH
SCARBOROUGH, MAINE 04074
FOR:
C & F LIMITED LIABILITY COMPANY
P.O. BOX 190
BIDDEFORD, MAINE 04011

PROJECT NO.	SCALE
03401	1" = 40'

SHEET 3 OF 7

03401-Site-10-04-2017

EXHIBIT C

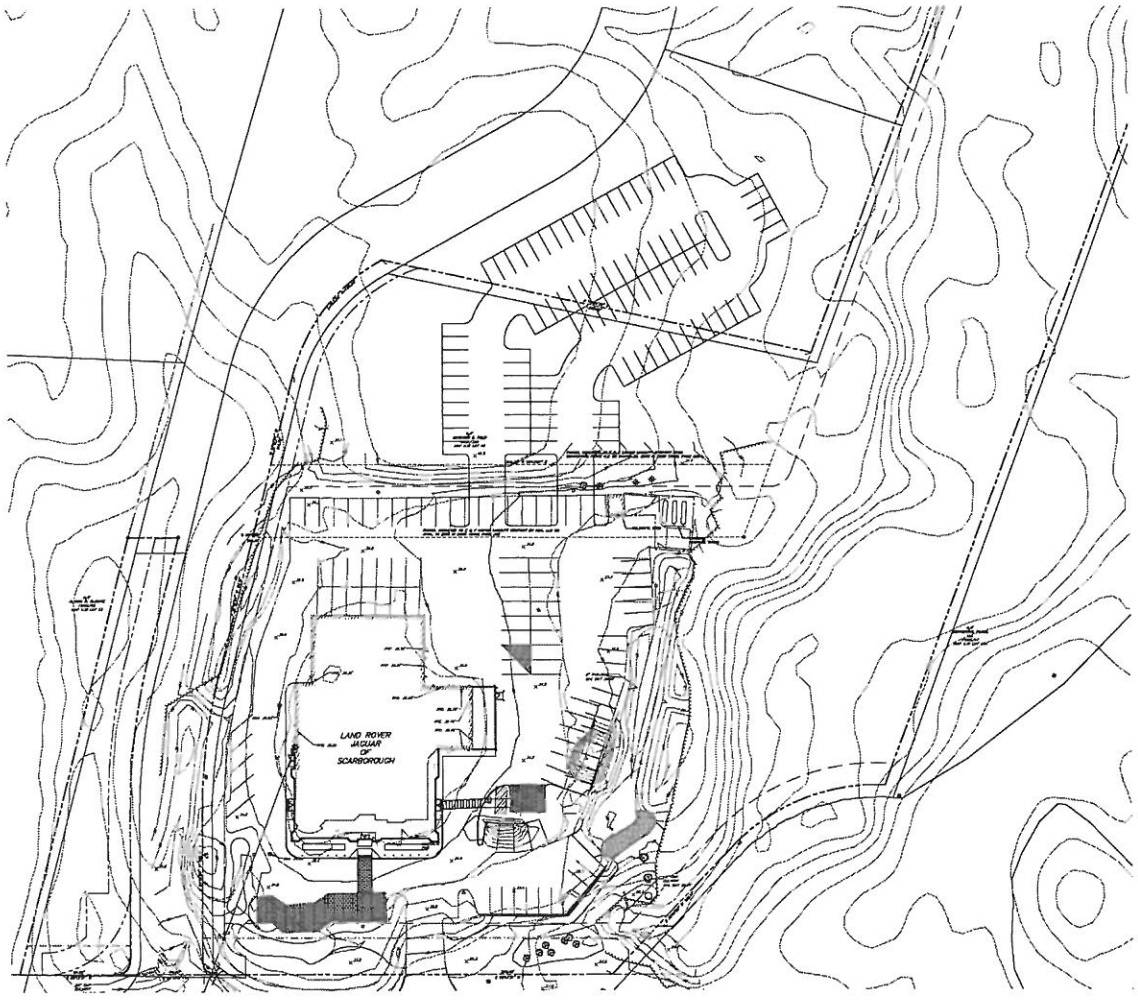


EXHIBIT D

-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 drmiley1@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

EXHIBIT F
Google Earth
N

EXHIBIT F

FIFTH AMENDMENT TO CONTRACT ZONING AGREEMENT

BETWEEN THE TOWN OF SCARBOROUG H,
AND E & F LIMITED LI ABILITY 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 LI ABILITY 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 if 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: _____

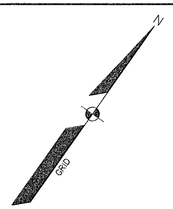
STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

_____ ____, 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.

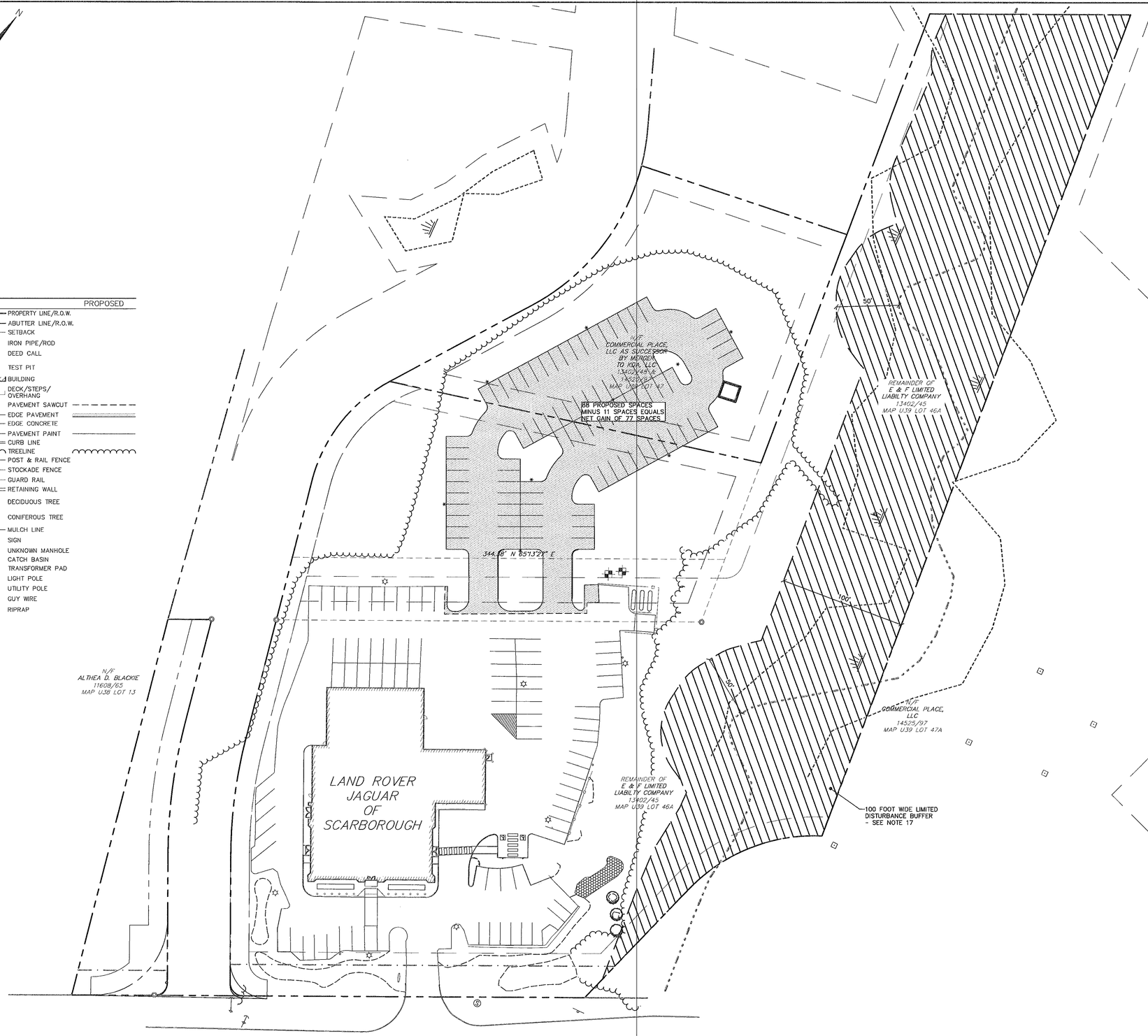
Before me,

_____
Notary Public/Attorney at Law
Print Name: _____

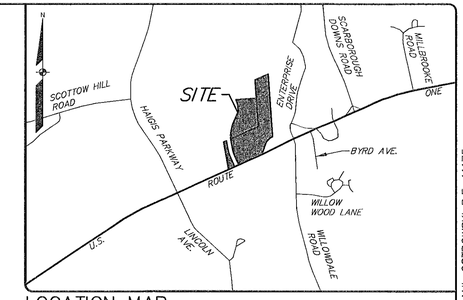


LEGEND

EXISTING		PROPOSED
	PROPERTY LINE/R.O.W.	
	ABUTTER LINE/R.O.W.	
	SETBACK	
⊙	IRON PIPE/ROD	
C1/L1	DEED CALL	
TP-1	TEST PIT	
	BUILDING	
	DECK/STEPS/ OVERHANG	
	PAVEMENT SAWCUT	
	EDGE PAVEMENT	
	EDGE CONCRETE	
	PAVEMENT PAINT	
	CURB LINE	
	TREELINE	
	POST & RAIL FENCE	
	STOCKADE FENCE	
	GUARD RAIL	
	RETAINING WALL	
	DECIDUOUS TREE	
	CONIFEROUS TREE	
	MULCH LINE	
	SIGN	
	UNKNOWN MANHOLE	
	CATCH BASIN	
	TRANSFORMER PAD	
	LIGHT POLE	
	UTILITY POLE	
	GUY WIRE	
	RIPRAP	



GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FT.



LOCATION MAP N.T.S.

GENERAL NOTES:

1. THE RECORD OWNER OF THE PARCEL IS E & F LIMITED LIABILITY COMPANY BY DEED DATED OCTOBER 27, 1997 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 13402, PAGE 45 AND DEED DATED APRIL 10, 2000 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15410, PAGE 322.
2. THE PROPERTY IS SHOWN AS LOT 46A ON THE TOWN OF SCARBOROUGH TAX MAP U39 AND IS LOCATED IN THE B3 - GENERAL BUSINESS DISTRICT.
3. SPACE AND BULK CRITERIA FOR THE UNDERLYING ZONES ARE AS FOLLOWS:

	PROVIDED	B3	HAIGS
MINIMUM LOT SIZE:	319,730 SQ. FT	10,000 SQ. FT.	40,000 SQ FT.
MINIMUM STREET FRONTAGE:	>200'	200 FEET	50 FEET
MINIMUM FRONT YARD:	90 FT	35 FEET	15 FEET
MINIMUM SIDE YARD:	50 FT	15 FEET	15 FEET
MINIMUM REAR YARD:	>100' FT	15 FEET	15 FEET
MAXIMUM BUILDING HEIGHT:	37'	45 FEET	75 FEET
% IMPERVIOUS	40% HP 33% OVERALL	NA	75%

* SEE NOTE 13 FOR PROPOSED SPACE AND BULK.

4. TOTAL AREA OF THE THREE (3) PARCELS DEPICTED HEREON IS APPROXIMATELY 7.34 ACRES AS DEPICTED ON PLAN REFERENCE 6A.
5. BOUNDARY INFORMATION IS BASED ON THE LOCATION OF EXISTING MONUMENTS AND AS DEPICTED ON PLAN REFERENCE 6A AND THE DEEDS REFERENCED HEREON. SEBAGO TECHNICS, INC. HAS NOT PERFORMED AN INDEPENDENT BOUNDARY RETRACEMENT SURVEY IN PREPARING THIS PLAN OR. TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON FIELD WORK PERFORMED BY SEBAGO TECHNICS, INC. IN APRIL & MAY OF 2016.
6. PLAN REFERENCES:
   A. "STANDARD BOUNDARY SURVEY LAND ROVER OF SCARBOROUGH, E & F LIMITED LIABILITY COMPANY, ROUTE 1, SCARBOROUGH, MAINE RECORD OWNER - RAYMOND C. FIELD, 371 U.S. RTE. 1, SCARBOROUGH, MAINE" DATED FEBRUARY 14, 1996 AND REVISED THROUGH OCTOBER 21, 1997 BY PAUL P. GADBOIS. THIS PLAN IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 197, PAGE 473.
   B. "STANDARD BOUNDARY SURVEY LAND ROVER OF SCARBOROUGH, E & F LIMITED LIABILITY COMPANY, ROUTE 1, SCARBOROUGH, MAINE RECORD OWNER - RAYMOND C. FIELD, 371 U.S. RTE. 1, SCARBOROUGH, MAINE" DATED FEBRUARY 14, 1996 AND REVISED THROUGH MAY 11, 1996 BY PAUL P. GADBOIS. THIS PLAN IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 196, PAGE 234.
7. PLAN ORIENTATION IS GRID NORTH, MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE 1802-NAD83, ELEVATIONS DEPICTED HEREON ARE NAVD88, BASED ON DUAL FREQUENCY GPS OBSERVATIONS.
8. UTILITY INFORMATION DEPICTED HEREON IS COMPILED USING PHYSICAL EVIDENCE LOCATED IN THE FIELD. UTILITIES DEPICTED HEREON MAY NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. CONTRACTORS AND/OR DESIGNERS NEED TO CONTACT DIG-SAFE SYSTEMS, INC. (1-888-DIG-SAFE) AND FIELD VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND/OR EXCAVATION.
9. THE LOCUS PROPERTY AS DEPICTED HEREON DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD AREA AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF SCARBOROUGH, MAINE, CUMBERLAND COUNTY, COMMUNITY-PANEL NUMBER 230052 0020 D, HAVING AN EFFECTIVE DATE OF JUNE 19, 1985. THE LOCUS FALLS WITHIN AN AREA IDENTIFIED AS ZONE C, AREAS OF MINIMAL FLOODING, NO SHADING.
10. THIS IS A PORTION OF THE LOCUS PARCEL AND IT IS WHOLLY UNDEVELOPED.
11. THE 50' WIDE RIGHT-OF-WAY DEPICTED HEREON IS SUBJECT TO A ROAD MAINTENANCE AGREEMENT BETWEEN RAYMOND C. FIELD AND E & F LIMITED LIABILITY COMPANY AS DESCRIBED IN A DEED RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 12628, PAGE 140 DATED JULY 24, 1996.
12. REFERENCE IS MADE TO DEED OF E & F LIMITED LIABILITY COMPANY TO SCARBOROUGH SANITARY DISTRICT DATED NOVEMBER 21, 2003 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 20793, PAGE 338 REGARDING SEWER EASEMENT OVER LAND OWNED BY E & F LIMITED LIABILITY COMPANY.
13. THIS PLAN SET DEPICTS A PROPOSED AMENDMENT TO THE CURRENTLY APPROVED SITE PLAN FOR THIS PROPERTY. THE AMENDED SITE PLAN IS GOVERNED BY A CONTRACT ZONE MUTUALLY AGREED TO BY THE APPLICANT AND THE TOWN OF SCARBOROUGH. THE PURPOSE OF THIS AMENDED SITE PLAN IS TO ADD ADDITIONAL PARKING TO THE SITE TO MEET CURRENT NATIONAL BRAND STANDARDS. ELEMENTS OF THIS AMENDMENT INCLUDE THE FOLLOWING :

EXISTING BUILDING AREA	15,579 S.F..
EXISTING BUILDING HEIGHT	37 FT.
EXISTING PARKING	97 SPACES
PROPOSED PARKING	174 SPACES

14. PARKING CALCULATIONS
    REQUIRED :
    15,579 S.F. BUILDING AREA / 4 SPACE PER 1000 SF = 64 SPACES

    PROPOSED :
    (18) EMPLOYEE SPACES
    (18) SERVICE VEHICLES
    (6) SALES
    (2) PARTS PARKING
    (10) LOANER VEHICLES
    (120) DISPLAY
    ---
    (174) TOTAL SPACES
15. VEHICLE PARKING/DISPLAY SHALL ONLY OCCUR IN DESIGNATED PARKING/DISPLAY AREAS AS DEPICTED ON THE APPROVED SITE PLAN.
16. THE PROPERTY SHOWN ON THIS PLAN MAY BE DEVELOPED AND USED ONLY AS DEPICTED ON THIS APPROVED PLAN. ALL ELEMENTS AND FEATURES OF THIS PLAN AND ALL REPRESENTATIONS MADE BY THE APPLICANT CONCERNING THE DEVELOPMENT AND USE OF THE PROPERTY ARE CONDITIONS OF THE APPROVAL. NO CHANGE FROM THE CONDITIONS OF APPROVAL IS PERMITTED UNLESS AN AMENDED SITE PLAN IS FIRST SUBMITTED TO AND APPROVED BY THE PLANNING BOARD.
17. PLAN DEPICTS A 100 FOOT WIDE LIMITED UNDISTURBED NATURAL BUFFER. THIS AREA SHALL REMAIN UNDISTURBED IN ITS NATURAL STATE IN PERPETUITY.
18. IMPERVIOUS SUMMARY:

-EXISTING IMPERVIOUS AREA =	1.27 AC
-PROPOSED IMPERVIOUS AREA =	0.64 AC
-TOTAL IMPERVIOUS AREA =	1.91 AC

PAUL OSTROWSKI P.E. 11175

STATE OF MAINE
PAUL D. OSTROWSKI
11175
REGISTERED PROFESSIONAL ENGINEER
PROFESSIONAL ENGINEER
08/13/18

DESIGNED	CHECKED
PDO	PDO

REV:	BY:	DATE:	STATUS:
B	PDO	08-13-18	RESUBMIT TO TOWN
A	PDO	07-23-18	SITE PLAN REVIEW

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

SEBAGO TECHNICS
WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd.
Suite 1A
South Portland, ME 04106
Tel. 207-200-2100

OVERALL SITE PLAN

OF:
LAND ROVER JAGUAR OF SCARBOROUGH
371 U.S. ROUTE ONE
SCARBOROUGH, MAINE 04074

FOR:
E & F LIMITED LIABILITY COMPANY
P.O. BOX 160
BRUNSWICK, MAINE 04011

PROJECT NO.	SCALE
03401	1" = 40'

SHEET 4 OF 9

03401OVS.dwg, TAB:OVERALL SITE PLAN

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 19, 2018
REGULAR MEETING – 6:00 P.M.

Order No. 18-055. The second reading on the proposed amendments to Chapter 405 – the Scarborough Zoning Ordinance, Section VI. Definitions – Affordable Housing, will be scheduled for Wednesday, October 3, 2018. *[Housing Alliance Committee]*

Housing Alliance Committee	*Ought to Pass*
Sponsor	Recommendation

08/15/2018 - Vote: 6 Yeas. [Councilor Caterina absent]

First Reading/Vote

09/19/2018

Public Hearing

10/03/2018

Second Reading/Final Approval/Vote

SECTION VI. DEFINITIONS

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:

Affordable Housing: [Adopted 11/03/2004] [Amended 05/03/2006][Amended 12/03/2014] [Amended ____/2018] Affordable Housing means decent, safe and sanitary living accommodations that are affordable to households, in accordance with following provisions:

A. An Owner-Occupied Affordable Housing Unit is a unit which (i) is occupied by its owner, (ii) is owned by a Qualifying Household and (iii) has a sales price that is reasonably anticipated to result in Annual Housing Costs that are less than or equal to 30% of the Imputed Income Limitation applicable to the unit.

For the purpose of this section:

(I) a~~A~~ Qualifying Household is one with a total household income that, at the time of purchase, is 80% or less than the most recently published Median Family Income for the Portland, Maine, MSA, for a family of four~~adjusted for family size~~, as determined by the U.S. Department of Housing and Urban Development (the "MFI Standard").

(II) ~~. For the purposes of this paragraph,~~ Annual Housing Costs shall equal the sum of (i) the total annual payments of principal and mortgage interest, (ii) the total property insurance premium, (iii) the real estate taxes due ~~and~~ (iv) any homeowners association or condominium fees that are due; and (v) a reasonable estimate of the annual cost of any additional water, sewer, heat, hot water and electricity in the home; and~~.~~

(III) ~~A Qualifying Household is one with a total household income that, at the time of purchase, is 80% or less than the most recently published Median Family Income for the Portland, Maine, MSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development (the "MFI Standard").~~ In the case of a unit which has ~~two~~one or fewer bedrooms~~does not have a separate bedroom~~, the Imputed Income Limitation shall be 80% of the MFI Standard for a household of ~~one~~ two (~~1~~2) ~~person~~people. In the case of a unit which has more than ~~two~~one bedrooms~~one or more bedrooms~~, the Imputed Income Limitation shall be 80% of the MFI standard for a household of four (4) people~~with a size equal to one and one half (1.50) people per bedroom~~.

~~Upon the sale of an Owner-Occupied Affordable Housing Unit, the owner of the unit shall obtain approval from the Town to transfer their unit to a new~~

~~buyer. In determining whether to approve the transfer, the Town shall determine whether the proposed buyer will be a Qualifying Household in accordance with these standards. The proposed buyer shall provide documentation, as reasonably requested by the Town, to support the transfer request. In granting the request, the Town shall be entitled to impose conditions upon the transfer to ensure that physical deficiencies and code violations are addressed and that delinquent property tax, water and sewer bills are paid.~~

B. ~~B.~~ Renter-Occupied Affordable Housing Unit is a unit occupied by a Qualifying Household at an Annual Gross Rent that is less than or equal to 30% of the Imputed Income Limitation applicable to the unit.

For the purposes of this ~~paragraph~~section:~~,~~

(I) A Qualifying Household is one with a total household income that, at the time of move-in, is 80% or less than the most recently published Median Family Income for the Portland, Maine, MSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development (the "MFI Standard"). To remain a Qualifying Household, the household's income must remain at or below 140% of the income limitation described in the preceding sentence.

~~Households shall certify to Owners of Renter-Occupied Affordable Housing Units that they continue to qualify based on these standards on an annual basis and shall provide documentation to support their certification upon the reasonable request of the Town through the Town Manager. Owners of Renter-Occupied Affordable Housing Units shall be required to certify that these units continue to be occupied by Qualifying Households on an annual basis to the Town Manager and in so certifying shall be entitled to rely upon the household certifications described in the preceding sentence;.~~

(II) Annual Gross Rent shall equal twelve (12) times the sum of (i) monthly rent due to the landlord, (ii) any required monthly payments to the landlord for additional services or facilities and (iii) a reasonable estimate of the monthly utility costs (~~excluding~~ not including television, internet~~cable~~ ~~and~~ or telephone) that the household is responsible for paying; and~~.~~

(III) ~~A Qualifying Household is one with a total household income that, at the time of move-in, is 80% or less than the most recently published Median Family Income for the Portland, Maine, MSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development (the "MFI Standard"). To remain a Qualifying Household, the household's income must remain at or below 140% of the income limitation described in the preceding sentence.~~ In the case of a unit which does not have a separate bedroom, the Imputed Income Limitation shall be 80% of the MFI Standard for a household

of one (1) person. In the case of a unit which has one or more bedrooms, the Imputed Income Limitation shall be 80% of the MFI standard for a household with a size equal to one and one half (1.50) people per bedroom.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 19, 2018
REGULAR MEETING – 6:00 P.M

Order No. 18-062. Move approval of the names posted to the various committees/boards as recommended by the Appointments/Negotiations Committee. [*Appointments/Negotiations Committee]*

Appointments/Negotiations Committee — *Ought to Pass*

Sponsor — Recommendation

N/A - *Vote:*

First Reading/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

Posted at the September 5, 2018 Town Council Meeting.

Board of Assessment Review:
Appoint Ms. Torrens as a full voting member, with a term to expire in 2018.

Coastal Waters and Harbor Committee:
Appoint Howard Gray as a 2nd Alternate, with a term to expire in 2020.

Housing Alliance Committee:
Appoint Ms. Grew as a full voting member, with a term to expire in 2018.

Senior Advisory Board:
Appoint Ms. Bailey as a full voting member, with a term to expire in 2020.

Zoning Board of Appeals:
Appoint Rudy Caron, as a full voting member, term a term to expire in 2020.

Planning Board:
Move Richard DuPerre from 2nd Alternate to 1st Alternate, with a term to expire in 2020.
Appoint Joel Simons as 2nd Alternate, with a term to expire in 2019.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 19, 2018
REGULAR MEETING – 6:00 P.M

Order No. 18-063. Move approval of the first reading and refer to the Planning Board the proposed amendments to the Town of Scarborough Zoning Map, to come back to the Town Council for a public hearing upon receipt of the recommendations of the Planning Board. *[Long Range Planning Committee]*

Long Range Planning Committee	*Ought to Pass*
Sponsor	Recommendation

09/19/2018 - Vote:

First Reading/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

GORRILL PALMER

707 Sable Oaks Drive, Suite 30
South Portland, Maine 04106
207.772.2515

September 13, 2018

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

Re: Proposed Zoning Map Amendment – Crossroads Planned Development @ The Downs

Dear Chairman Donovan,

On behalf of Crossroads Holdings LLC, Gorrill Palmer respectfully requests the Town Council's review and support for a zoning map amendment to include an additional parcel of land that is adjacent to the current Crossroads Planned Development District (CPD) boundary. This is an approximately 15-acre parcel of undeveloped land that is located to the northeast of the Downs property. As the Council likely recalls from our zoning map amendments this past Spring, the CPD District is specifically designed to apply to the entire Scarborough Downs landholdings so that the property is designed and master planned in a coordinated fashion. Further, during our zoning map amendment process this past April and May we had discussed and anticipated additional zoning boundary adjustments were likely given the nature of the site and the emerging project.

Consistent with these intentions, Crossroads Holdings, LLC is in the process of acquiring this 15-acre parcel to include it in the overall landholdings and incorporate it into the master plan for the Innovation District that is current pending before the Planning Board. This parcel is currently zoned Rural and Farm (or the RF District). This parcel is being acquired in order to be incorporated into the master plan and to provide for additional land area, open space and a natural buffer to the Innovation District portion of the project (a new light industrial and technology hub), and the properties to the northeast, including the land trust property. We believe this parcel can be an asset to this portion of the project and be an appealing transition to Warren Woods and the abutting land trust area, including the potential for a trail system. It also will enable more uplands within the Innovation District to be utilized for stormwater management areas and the like, as this parcel can now serve as the buffer to the surrounding area.

As noted above, we believe it is critical and appropriate to have the entire Down's parcel zoned consistently as the CPD to ensure a coordinated, integrated master plan as well as an interconnected greenway system. Attached is a map of the existing zoning boundaries; the proposed zoning map amendment; the current master plan proposed for the Innovation District; and a purchase and sales agreement.

To conclude, we are proposing this zoning map amendment to change the zoning of the15-acre parcel contiguous to the existing Down's property, from the RF District to the CPD District. We see this has a thoughtful, appropriate, and fairly minor amendment that will unify the zoning in this area and enable some additional land and open space to be incorporated into the project. Further,

we believe it is consistent with the Town's Comprehensive Plan and its vision.

We thank you for your review and consideration and look forward to presenting this change to the Council in more detail at your upcoming Town Council meeting.

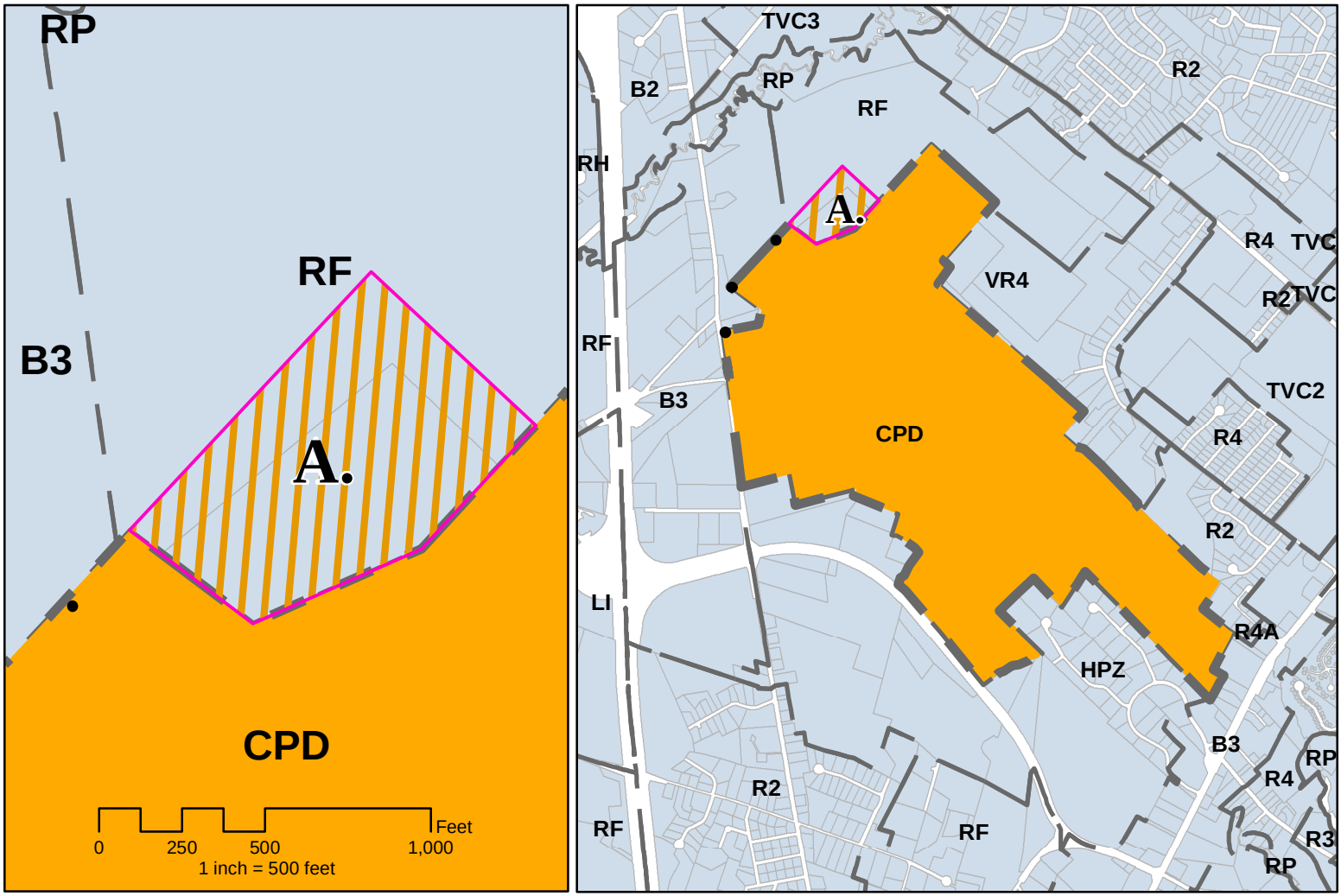
Sincerely,



Dan Bacon, Planning Project Manager

Gorrill Palmer

CC: Crossroads Holdings LLC



Zoning District Boundaries

Current Crossroads Planned Development (CPD) District

Addtions to the CPD District

Parcel GIS data
from the Town of Scarborough
March 30, 2018. Base zoning
modified by Gorrill Palmer to
reflect 5/2018 CPD amendment
adoption

Proposed Zoning Amendment

ZONE MAP CHANGE - CPD DISTRICT

Town of Scarborough, Maine

0 0.375 0.75 Miles

A. Area currently zoned RF
Land conveyed
from Estes
to Crossroads Holdings LLC

Gorrill Palmer - 9/12/2018

INNOVATION WAY | *CONCEPTUAL MASTER PLAN*

SEPTEMBER 2018



THE DOWNS

GORRILL PALMER

ALA LANDSCAPE ARCHITECTURE + URBAN DESIGN + GRAPHICS
ACETO LANDSCAPE ARCHITECTS | WWW.ACETOLA.COM

PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

August 2, 2018
Offer Date

August 9, 2018 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement

1. PARTIES: This Agreement is made between **Crossroads HoldingsLLC** ("Buyer") and **Estes Investments, LLC** ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy [X] all [ ] part of (if "part of" see para. 22 for explanation) the property situated in municipality of **Scarborough**, County of **Cumberland**, State of Maine, located at **Owen Haskell Job No. 2017-331 SC** and described in deed(s) recorded at said County's Registry of Deeds Book(s) **34627**, Page(s) **154**.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of [redacted]. Buyer [ ] has delivered; or [X] will deliver to the Agency within **5** days of the Effective Date, a deposit of earnest money in the amount [redacted]. ~~Buyer agrees that an additional deposit of earnest money in the amount of $ will be delivered~~.
If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: **Applebee Commercial** ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until _____ (date) _____ [ ] AM [ ] PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on **November 15, 2018** (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a **Quit Claim w/Covenant** deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: ~~The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other)~~ _____. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

Applebee Commercial, 4 Sargent Rd. Scarborough, ME 04074 Phone: (207)883-3333 Fax: (207)883-3344
Gerald Applebee Allen Estes
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY	☒	☐	within _____ days	Buyer	
Purpose:					
2. SOILS TEST	☐	☒	within _____ days		
Purpose:					
3. SEPTIC SYSTEM DESIGN	☐	☒	within _____ days		
Purpose:					
4. LOCAL PERMITS	☐	☒	within _____ days		
Purpose:					
5. HAZARDOUS WASTE REPORTS	☐	☒	within _____ days		
Purpose:					
6. UTILITIES	☐	☒	within _____ days		
Purpose:					
7. WATER	☐	☒	within _____ days		
Purpose:					
8. SUB-DIVISION APPROVAL	☐	☒	within _____ days		
Purpose:					
9. DEP/LURC APPROVALS	☐	☒	within _____ days		
Purpose:					
10. ZONING VARIANCE	☐	☒	within _____ days		
Purpose:					
11. HABITAT REVIEW/ WATERFOWL	☐	☒	within _____ days		
Purpose:					
12. REGISTERED FARMLAND	☐	☒	within _____ days		
Purpose:					
13. MDOT DRIVEWAY/ ENTRANCE PERMIT	☐	☒	within _____ days		
Purpose:					
14. DEED RESTRICTION	☐	☒	within _____ days		
Purpose:					
15. TAX STATUS*	☐	☒	within _____ days		
Purpose:					
16. BUILD PACKAGE	☐	☒	within _____ days		
Purpose:					
17. OTHER	☐	☐	within _____ days		
Purpose:					

* If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. ☐ Yes ☐ No

Further specifications regarding any of the above: **You have permission to go on site to investigate lot conditions**

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

11. FINANCING: Buyer's obligation to close:

[X] is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.

[ ] is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

[ ] is subject to financing as follows:

a. Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to $_____ toward Buyer's actual pre-paids, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing [ ] is [ ] is not subject to the sale of another property. See addendum [ ] Yes [ ] No.

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Licensee	MLS ID	Agency	MLS ID
Gerald Applebee	**(BR100570)** of	**Applebee Commercial**	**(3009)**

is a [X] Seller Agent [ ] Buyer Agent [ ] Disc Dual Agent [ ] Transaction Broker

Licensee	MLS ID	Agency	MLS ID
_____	(_____) of	_____	(_____)

is a [ ] Seller Agent [ ] Buyer Agent [ ] Disc Dual Agent [ ] Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Allen Estes

Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.
22. OTHER CONDITIONS:

23. GENERAL PROVISIONS:
    a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
    b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
    c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
    d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
    e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.
24. ADDENDA: ☐ Yes Explain: _____ ☐ No
25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is PO Box 485 Scarborough ME. 04070-0485

BUYER	8/8/18 DATE	BUYER	8-9-18 DATE

Crossroads HoldingsLLC

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____.

SELLER **Estes Investments, LLC**	DATE	SELLER	8-9-18 DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ ___ AM ___ PM.

SELLER	DATE	SELLER	DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER	DATE	BUYER	DATE

EXTENSION:

The time for the performance of this Agreement is extended until _____ DATE.

SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE

Maine Association of REALTORS®/Copyright © 2018.
All Rights Reserved. Revised 2018.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com
REALTOR®
Allen Estes

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 19, 2018
REGULAR MEETING – 6:00 P.M

Order No. 18-064. Move approval on the request to authorize the sale of tax-acquired properties, as recommended by the Assistant Town Manager and to authorize the Town Manager to sign any and all documents necessary. *[Assistant Town Manager]*

Assistant Town Manager

Sponsor

Ought to Pass

Recommendation

09/19/2018 - Vote:

First Reading/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

Memorandum

To: Town Council members
From: Larissa Crockett, Assistant Town Manager
Re: Sale of tax-acquired properties

In June 2018 the Town issued RFP #312018 seeking buyers for five (5) tax acquired properties identified by the Town Council as appropriate for sale. These properties were:

127 Holmes Rd
27 Holmes Rd
19 Bridges Rd
14 Hearn St
6 Ward St

Following the steps outlined in the Town of Scarborough Policy for Disposition of Tax Acquired Property each parcel listed above was offered for sale by a sealed bid process. Letters announcing RFP #312018 were sent to the abutters of each property and the RFP was announced on the Town's website and the Town and SEDCO's Facebook pages.

On July 25, 2018 sealed bids were opened publically. Bids were received for the 127 Homes Rd, 27 Holmes Rd, and 14 Hearn St properties. On August 10, 2018 RFP #092019 was released seeking buyers for the two remaining properties, 19 Bridges Rd and 6 Ward St. Sealed bids were opened publically for these two properties on August 23, 2018. The bids received are shown in the table below.

Property	Bidder	Amount
127 Holmes Rd	Kerry Norton	$58,200.00
127 Holmes rd	Daniel Soley	$36,511.56
27 Holmes Rd	Mash Mechanical	$12,223.00
27 Holmes Rd	Daniel W. Hourihan	$1,000.00
14 Hearn St	Richard and Nancy Horton	$1.00
19 Bridges Rd	James Dwyer	$2,223.00
6 Ward St	Michael De Souza	$1,675.00

Staff recommends awarding the bid to the highest bidder for all but the 27 Holmes Rd property. Mash Mechanical has requested that their bid be disregarded. Staff recommends that 27 Holmes Rd be sold to Daniel W. Hourihan. Staff further asks that the Town Council authorize Town Manager Tom Hall to sell the properties to these bidders using a municipal release deed in accordance with the following recommendations:

Property	Bidder	Amount
127 Holmes Rd	Kerry Norton	$58,200.00
27 Holmes Rd	Daniel W. Hourihan	$1,0000.00
14 Hearn Rd	Richard and Nancy Horton	$1.00
19 Bridges Rd	James Dwyer	$2,223.00
6 Ward St	Michael De Souza	$1,675.00
	Total	$63,099.00

Attached are property reports for each of the five properties, copies of the bids received, and a letter from an abutting property owner concerning the sale of 127 Holmes Rd.

Town of Scarborough

Request for Sealed Bids - Sale of Town Property

Overview

The Town of Scarborough is soliciting sealed bids from qualified individuals for the acquisition of town-owned property, locations listed below.

Parcel Location #1: The parcel is located at 127 Holmes Road , otherwise identified as Tax Assessor's Map and Lot R031023A. This property has a minimum bid of $10,000.00
Acreage: 2.9 Acres
Zoning: RF - Rural Residential, Farming
Valuation: $87,600.00
Parcel Report: 127 Holmes Rd
Minimum Bid: $10,000.00

Parcel Location #2: The parcel is located at 27 Holmes Road, otherwise identified as Tax Assessor's Map and Lot R039017. This property has no minimum bid.
Acreage: 1
Zoning: B2 - Regional Business
Valuation: $10,000.00
Parcel Report: 27 Holmes Road
Minimum Bid: $0.00

Parcel Location #3: The parcel is located at 19 Bridges Road, otherwise identified as Tax Assessor's Map and Lot R039020. This property has no minimum bid.
Acreage: 0.66
Zoning: B3 - General Business
Valuation: $65,000.00
Parcel Report: 19 Bridges Drive
Minimum Bid: $0.00

Parcel Location #4: The parcel is located at 14 Hearn Road, otherwise identified as Tax Assesor's Map and Lot R044010. This property has no minimum bid.
Acreage: 0.25
Zoning: RF - Rural Residential Farming
Valuation: $1,000.00
Parcel Report: 14 Hearn Road
Minimum Bid: $0.00

Parcel Location #5: The parcel is located at 6 Ward Street, otherwise identified as Tax Assessor's Map and Lot U043036A. This property has no minimum bid.
Acreage: 0.08
Zoning: R4 - Residential 4
Valuation: $12,600.00
Parcel Report: 6 Ward Street
Minimum Bid: $0.00

---

127 Holmes Road

Kerry K. Norton

P.O. Box 1011 Scarborough, ME 04070-1011

(207) 883-2734 (Home) (207) 730-3454 (Cell)

July 24, 2018

Assistant Town Manager's Office 259 U.S. Route 1 Scarborough, ME 04074 (Hand Delivered)

Re: Bid for property located at 127 Holmes Rd.

To Whom It May Concern:

I am respectfully submitting a bid of $58,200.00 for the property located at 127 Holmes Rd., Scarborough, ME.

Should you require additional information, I may be reached at my contact information above.

Thank you for your consideration.

Sincerely,

Kerry K. Norton

14 Hearn Rd

PO Box 1085 Scarborough ME 04070 July 6, 2018

Sealed Bid on R044-010

Our bid $1.00 (One Dollar)

We have periodically tried to purchase this lot since 1984 when we purchased our lot. On the tax maps this lot looks like a "bite" out of the corner of our lot and that is why we have tried to purchase it in the past.

Richard & Nancy Horton 16 Hearn Road

127 Holmes Road

Official Statement of Bidding: Scarborough Tax Acquired Parcel, RFP 312018

Parcel #1, 127 Holmes Road, 2.9 acres, Assessor Parcel R031023A.

To: Assistant Town Manager's Office 259 US Route 1 Scarborough, ME 04074

To Whom It May Concern,

My name is Daniel Soley. I currently reside in Cumberland, Maine. I am a real estate developer specializing in small and creative projects. I am submitting this bid in my best effort to acquire the property listed herein. My offer is subject to the terms listed in the above referenced RFP. My bid is not subject to any financing, and the cash and resources to purchase are currently available onhand.

I currently own the parcel at 125 Holmes Road, which has a single family home. My parcel is immediately contiguous to this parcel and further subject to this parcel's access easement along a section of my existing driveway. I believe the Town benefits the most with my ownership due to my unique ability to develop this parcel in a manner which shares from my existing 5.7 acres, driveway, and utility infrastructure. With the addition of these resources, I can apply a development standard far higher than someone who may be looking at the parcel's 2.9 acres as a detached, single piece. Therefore, I hope the Town will consider conveying the parcel with preference given to a bidder with my existing resources and qualifications. However, I fully understand if, in fairness to the public, the Town does not align with this position.

Official cash bid: $36,511.56

Thank you, and I appreciate your consideration,

Daniel Soley

11 Ledge Road Cumberland, Maine 04110 765 391 0326 -- 207 699 6020
soley.daniel@gmail.com

27 Holmes Road

MASH

MECHANICAL

July 25, 2018 Town of Scarborough Assistant Town Managers Office 259 US Route 1 Scarborough, ME 04074

Dear Larissa Crockett

Mash Mechanical of 95 Maple Ave #2 Scarborough, Me 04074 shall bid $12,223 for the parcel located at 27 Holmes Road, otherwise identified as Tax Assessor's Map and Lot R039017.

Sincerely,

James Dwyer President Mash Mechanical Inc 95 Maple Ave #2 Scarborough, ME 04074

27 Holmes Road

Daniel W. Hourihan

304 Gorham Road

Scarborough Maine, 04074

June 24, 2018

Larissa L. Crockett

Assistant Town Manager

Town of Scarborough

US Route One

PO Box 360

Scarborough, Maine 04074

RE; 27 Holmes Road, Map and Lot R039-017

Dear Ms. Crockett,

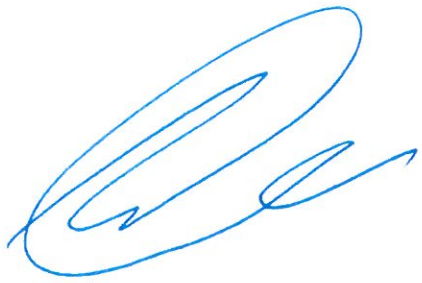
I am responding to a letter dated June 15, 2018 which is requesting bids for 27 Holmes Road, Map and Lot number RO39-017. I am the majority owner of the abutting Parcel owned by Scarborough Golf LLC. I am offering $1000 for this parcel.

Thank You,

Daniel W. Hourihan

Aug 23rd 2018

I Michael DeSouza, resident of Scarborough, located at 9 Libby street would like to formally bid the amount of $1,675.00 Sixteen hundred and Seventy five dollars for the abutting property located at 6 Ward Street.



Contact Info:

Michael DeSouza
9 Libby St
Scarborough, Me 04074
(207) 653-7102
Me@MichaeldeSouza.com

August 22nd, 2018
Town of Scarborough
Assistant Town Managers Office
259 US Route 1
Scarborough, ME 04074

Dear Larissa Crockett

James Dwyer of 95 Maple Ave #2 Scarborough, Me 04074 shall bid $2,223 for the parcel located at 19 Bridges Road, otherwise identified as Tax Assessor's Map and Lot R039020

Sincerely,

James Dwyer
95 Maple Ave #2
Scarborough, ME 04074

Daniel Soley
125 Holmes Road
Scarborough, Maine
(207) 699 6020 & (765) 391 0326
soley.daniel@gmail.com

August 15, 2018

Scarborough Town Clerk
259 US-1
Scarborough, ME 04074

To Whom It May Concern:

I write this letter out of concern due to a recent conversation I had with Kerry Norton, whom the Town is considering selling the 2.9+/- acre parcel located at 127 Holmes Road.

While I commend the town for being fair and impartial in its decision to open the bidding to the public, in doing so, created future issues. Mr. Norton has had a lengthy past with the Town of Scarborough. I feel that a conveyance to Mr. Norton may end with the Town in a worse position than it is currently in.

With only a minimal amount of research, I have found dozens of municipal tax liens with the town of Scarborough dating back decades and amounting to tens of thousands of dollars in unpaid taxes. Kerry has been foreclosed on by banks for Scarborough land and other nearby land multiple times, both under his personal name and that of his former company, Norton & Sobey. In my opinion, it would be very risky for the Town to submit to a contract to sell tax-seized land to someone with such a telling history of tax liens himself.

I first heard of Kerry when he used my driveway to visit my house, just last week. His first concerns were that he did not want to pay for his easement to my driveway. This concerned me a little, which prompted the research above. Even more worrisome, as I have deeded enforcement restrictions over his property, I reiterated to Kerry that these exist. Kerry told me that he would not abide by the restrictions clearly laid out in his deed. I responded that these restrictions are in the deed and that they run with the land, and that I had enforcement restrictions which are also very clearly laid out. Kerry quickly got off the phone as the conversation went down hill, with no resolution to the concerns he brought about. From speaking with members of the Town government, it appears that Kerry has even tried to lift these deeded restrictions via the Town's conveyance - which was of course denied. Therefore, **I have serious concerns that the Town may be knowingly selling this parcel into an impending civil dispute.**

In the interest of the town as a whole, and particularly as a law-abiding and tax-paying abutter, I strongly recommend the Town look elsewhere for a buyer with a proven track record of responsibility and trustworthiness. Kerry has, in his short time dealing with this land, and further in his decades of history with the Town, proven otherwise. Of course, I am happy to follow up with the above deed research cited by book and page numbers at the Town's request.

Thank you, and I appreciate your time reviewing my letter of concern.

Daniel Soley

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 19, 2018
REGULAR MEETING – 6:00 P.M

Order No. 18-065. Move approval on the request to set the date, time, and location of the Municipal Elections for Tuesday, November 6, 2018, at the Scarborough High School – Alumni Gym; appoint the warden and deputy warden, set the hours for voter registration, and act on appointments of election/ballot clerks, pursuant to Chapter 200 – Article VIII. Nomination and Elections and authorize the Town Clerk to make any additional appointments as necessary. *[Town Clerk]*

Town Clerk

Sponsor

Ought to Pass

Recommendation

09/19/2018 - Vote:

First Reading/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

WARRANT FOR
Regular Municipal Election
TOWN OF SCARBOROUGH, MAINE

TUESDAY, NOVEMBER 6, 2018
DAY AND DATE OF ELECTION

County of Cumberland, ss State of Maine

To: Robert A. Moulton, the Police Chief of Scarborough:

You are hereby required in the name of the State of Maine to notify the voters of the Town of Scarborough of the Regular Municipal & Referendum Election, as described in this warrant.

To the Voters of the Town of Scarborough:

You are hereby notified that an election for the purpose of a Regular Municipal Election will be held on Tuesday, November 6, 2018, at the Scarborough High School Alumni Gymnasium, located at 11 Municipal Drive:

FOR TOWN COUNCIL MEMBER Vote for TWO (2)	FOR BOARD OF EDUCATION MEMBER Vote for THREE (3)	FOR BOARD OF EDUCATION MEMBER 1 Year Term to fill a vacancy created by the recall of Carl Lyford, with a term to expire in 2019. Vote for ONE (1)
Dittmer, John D.	Cloutier, John R.	
Hamill, Donald R.	Crockett, Leroy P.	Glidden, Amy J.
Johnson, Paul M.	Gill, Nicholas R.	Read, Emily K.
Rowan, Robert W.	Gleysteen, Betsy B.	
.....Write-in	Lavoie, Lori B.	.....Write-in
.....Write-in	Leighton, Sarah K.	**FOR BOARD OF EDUCATION MEMBER** 1 Year Term to fill a vacancy created by the recall of Jodi Shea, with a term to expire in 2019. Vote for ONE (1)
FOR SCARBOROUGH SANITARY DISTRICT TRUSTEES Vote for TWO (2)	Marcello, Michael W.	
	Rosenblatt, Annalee Z.	
	Sither, April V.	Giftos, Alicia C.
	Stewart, Quinn A.	Howard, Benjamin T.
Rico, Nicola F.		Neumann, Stacey D.
Viola, Benedetto	.....Write-in	
.....Write-in	.....Write-in	.....Write-in
.....Write-in	.....Write-in	**School Referendum Question No. 1:**
FOR PORTLAND WATER DISTRICT TRUSTEES Vote for ONE (1)		Do you favor the formation of a regional service center pursuant to an Interlocal Agreement for the Greater Sebago Education Alliance Regional Service Center, as approved by the governing bodies of the parties thereto and the Commissioner of the Department of Education? Yes No
Garrison, Seth W.		
.....Write-in		

The polls shall be opened at 7:00 A.M. and closed at 8:00 P.M.

Absentee Ballots shall be processed on Saturday, November 3rd, Monday, November 5th and on Election Day, Tuesday, November 6, 2018, starting at 9:00 a.m. and hourly thereafter.

The Registrar of Voters will hold office hours during regular business hours of the Town Hall and at the Polls to correct any error or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter in the Town of Scarborough may not vote in any Scarborough

election.

Approved on Wednesday, September 19, 2018, by the Scarborough Town Council.

_____ _____

_____ _____

_____ _____

_____

Attest to a True Copy:

_____

Yolande P. Justice, Town Clerk

Joyce	Alden	Ward Clerk	Ann	Johnson	
Annie	Archibald		Sheila	Johnson	
Suzanne	Beckerley		Deborah	Jolly-Schofield	
Rhonda	Bernard		Lydia	Jopp	
Ann	Blaisdell		Pamela	Joy	
Bruce	Blaisdell		Theodora	Kalikow	
Edward	Campbell		Elaine	Killelea	
Constance	Carlson		Cynthia	Kueck	
Harold	Clough		Lorraine	LaChapelle	
Ashley	Collins		Andrew	Lebauer	
Julie	Collins		Alfred	LeDoux	
Melissa	Cooledge		Susan	Libby	
Tristan	Corriveau		Geoff	MacLean	
Jacqueline	Curlew		Nancy	MacLean	
Beverly	Dahms		Kathleen	Markan	
Marjorie	DeSanctis		Nina	McKee	
Vera	Dobbs		Marion	Nielsen	
Gail	Dobriko		Gilbert	Olson	
Marie	Downs		Marion	O'Roak	
Mary	Duca		Robert	Osborn	
Sandra	Elder		Jane	Palmer	
Emilie	Estes		Allen	Paul	Dep. Warden
Barbara	Fagnant		Janice	Paul	
Charlene	Fenlason		William	Penley	Warden
Connie	Flaherty		Cheryl	Plowman	
Charlene	Gillchrest		Richard	Reid	
June	Gillis		Deborah	Rideout	
Jean	Giroux		Sarah	Rose	
Wilfred	Giroux		Denise	Smith	
Elizabeth (Betty Ann)	Grant		Doris	Smith	
Libby	Greenleaf		Martha	Smick	
Georgia	Hanson		Ann	Stanton	
Kenneth	Happel		Sandra	Sullivan	
Donna	Hazard		Melinda	Torrens	
Susan	Helms		Linda	Vickerson	
Catherine	Hendrix		David	Walker	
Timothy	Hendrix		Emily	Ward	
Geraldine	Holton		Maureen	Weeks	
Donna	Jackman		Mary Lou	Wiley	
Shirley	Jackson		Michael	Wygant	
Joyce	Jensen				

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 19, 2018
REGULAR MEETING – 6:00 P.M

Order No. 18-066. Move approval on the request for an executive session pursuant to Title 1 M.R.S.A. §405(6)(c) in consultation with legal counsel relating to the proposed Downs Credit Enhancement Agreement. *[Town Manager]*

Town Manager — Sponsor

Ought to Pass — Recommendation

09/19/2018 - Vote:

First Reading/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote