



June 30, 2017
16137-01

Ethan Croce, Senior Planner
Town of Falmouth
271 Falmouth Road
Falmouth, Maine 04105

Contract Zoning – Formal Review Application
Hothem, et. al. properties, Mountain Road and Route 100

Dear Ethan:

On behalf of David Chase of Homestead Acres, LLC, I have prepared the enclosed application, plans and attachments. Homestead Acres would like to establish a Contract Zone to revise the existing zoning for a proposed multi lot development. As you're aware we first submitted this application on June 7, 2017 and were notified that there were some additional items needed. Those items have been added to this submission package.

Homestead Acres has two purchase and sale agreements attached. One is to obtain most of the Hothem Property and the other is to obtain a portion of the West Falmouth Baptist Church property. The church purchase and sale will also include conveying a portion of the Hothem property to the Church as a land swap. Homestead Acres has purchased the Longcreek Realty Trust property shown as Tax Map R07 Lot 156, see attached deed. Matthew and Andrea Ferrante of Turning Point Development, LLC would like to include their properties in the contract zone application and have provided the attached letter as authorization.

The Hothems, Mr. Chase, and Sebago Technics, Inc. have been working with the Town for several months now discussing the proposed development of the Hothem property. Through our early discussions the Town requested that we show connectivity to adjacent properties as much as possible. The Town facilitated several neighborhood, town committee and council meetings to discuss the project and the possible connections to neighbors that would like to develop their properties as well. The town hired Stantec, who are designing the Route 100 improvements, to create concepts and help the town with these meetings. Sebago Technics and/or Mr. Chase have attended all of those meetings and have been working with neighbors who would like to see the potential for developing their properties.

Through this process we have reviewed the current VMU zoning district standards as well as the Town's street standards and Rate of Residential Growth standards. We have found that some of these standards are more restrictive than the concepts prepared by Stantec for the town would allow. Based upon these meetings and our discussions with neighbors we have developed many different concepts for the development of the properties.

We have attached three town documents marked up in red to show our requested changes: Section 19-14 Village Mixed Use District (VMU); Appendix 7-5 Street Standards Item E Street Design Standards; and

GR 19-69 Residential Growth Permit Application. In addition to those requested changes there is a building on the Turning Point Development, LLC parcel just south of the proposed entrance to Route 100 that would not meet the required front setback from the proposed road. The location on Route 100 for the proposed road offers the optimal site distance for that area and would be the ideal connection for the south end of the proposed development. A survey of this area has not been completed so we don't know the exact setback distance from the existing building to the proposed road. We are requesting that the existing building in this area be allowed to remain with reduced road setback when the new road is constructed.

Project Description

The proposal is to establish zoning criteria that will assist in the stated goals for residential growth within the Route 100/26 growth area and that will be in harmony with the Village Mixed Use Zoning District (VMU) and the Route 100 Overlay District (CO). The primary use for the project will be residential with the incorporation of public open space areas and preservation of natural resource areas. The contract zoning change will allow for these uses with a potential mixture of affordable and market rate single family homes, duplex homes and multi-unit buildings/apartments.

The Hothem Parcel is approximately 40.8 acres with approximately 27.3 acres of net residential area (including land swaps and land retained by land owner); the Turning Point Development, abutter parcel that is part of the application is approximately 7.9 acres with approximately 6.4 acres of net residential area. The current concept plan shows 136 units on the Hothem parcel and 15 units on the abutter parcel; final number of units will depend on the final configuration of the properties, unit type mix, final contract zone approval and preparation of final plats for the properties.

The proposed development will utilize the frontage on Mountain Road and the frontages along Route 100 to provide interconnected vehicular and pedestrian access with the Route 100 corridor. The buildable areas of the site will be utilized to create more a traditional tight knit neighborhood that will feature open space, natural and pedestrian friendly rights-of-way. This development concept is the basis for the modifications to the dimensional criteria of the contract zoning application.

Compliance with Comprehensive Plan

The proposed contract zoning will be consistent with the 2013 Comprehensive Plan (the "Plan") and 2016 updates, more specifically:

The project area is identified in the 2013 Comprehensive plan as a proposed commercial and mixed use growth area (Route 100/26 Area). As stated in the Future Land Use Plan section of the 2013 Plan, subsection Growth and Rural Areas, for Commercial Growth Areas, "Well-planned residential development is envisioned to be integrated in these commercial areas." The proposed contract zoning will allow the incorporation of the residential component for the area while the entry from the Route 100 allows for the retention of the commercial use(s) along the Route 100 frontage. The configuration of the entry allows for a potential for better access/parking for the existing abutting commercial uses along Route 100.

Under the Residential Growth Areas of the same subsection of the Plan, the Comprehensive Plan recommends that the growth share within this area increase "from less than 50% to a significant majority share of all new residential growth." The proposed contract zoning will assist to meet this goal. Furthermore, the incorporation of residential growth within the area of the project help to minimize growth within the rural areas of the Town, another objective of the Comprehensive Plan.

In the Community Vision for the Future subsection, the Comprehensive Plan also states a preference for more of the growth area to be accessible to public sewer service. The proposed contract zoning will make the extension of sewer into this development area more affordable based upon the projected

development population and provide the potential for more affordable housing units within the development.

In the Executive Summary of the Comprehensive Plan calls out this area as a potential for compact development and is further shown as a potential area for compact development of Map 10A. The contract zoning will allow smaller lots and with the incorporation of open space and preservation of natural resource areas. In the summaries of Future Land Use Plan section of the Plan, the Comprehensive Plan further mentions generally and specifically to the Route 100 area, the desirability for pedestrian/bicycle connectivity. This statement is reiterated in Theme 5 of the Implementation Strategies section. The contract zoning will allow for connections through several individual parcels for pedestrian interconnectivity to the Route 100 commercial corridor.

Proposed Public Benefit

The proposed contract zoning will provide for the pedestrian and family residential components of the Comprehensive Plan to complement the village/neighborhood commercial component that is the basis of the Route 100/26 growth area. It will incorporate land from several abutters into the master plan/contract zoning. It will make it possible to extend utilities and public infrastructure into the residential areas that will allow greater affordability of the proposed homes. The contract zoning will allow this result with the incorporation of substantial open space and preservation of natural areas. This proposed contract zoning meets the visions/focus of both the Long-Range Planning Committee and Route 100 Study Committee.

More specifically, relative to housing, it will:

- Provide several types of homes which will allow to a range of income brackets and age groups.
- Provide approximately 30% of the project as affordable housing that will meet the state guidelines for affordable homes, rental apartments or homes for 55 and over.
- Provide opportunities for younger generation to stay in Falmouth with low to moderate prices on single-family homes.
- Provide the density in a place that serves the Town's comprehensive plan.

Relative to pedestrian/public Access, it will:

- Provide walkable trails open to the public; trails will be dedicated to the Town.
- Provide and outfit three (3) public parks with benches, picnic tables and trees to recreate or just sit and relax; parks will be dedicated to the Town.
- Provide vehicular, bicycle and pedestrian connectivity throughout the neighborhood. Provides multiple entrances and exits onto Route 100 and Mountain Road.
- Provide access for other property owners on Route 100 as well as the public. Currently, most properties do not have a way to move freely around the land and walk or bike anywhere in the area.
- Provide the ability to preserve and rehabilitate the old railroad path into walking trail.
- Provide access and additional resources for abutting church and local restaurant.

Relative to local commercial/small businesses, it will:

- Provide opportunities for retail/commercial sites for small business.
- Create a neighborhood who will use the goods and services of the local businesses.
- Provide and create parking for the existing commercial use (Harmon's Hamburgers) that will be lost with the towns proposed Route 100 improvements.

In addition to the above referenced benefits, the project will provide a significant increase in the Town's Tax Base.

We are requesting some additional exceptions within the GR 19-69 Residential Growth Permit Application.

- Item 6 is to exempt 50% of each phase of subdivision from the growth cap. With an estimated 3 phases of construction for this project.
- Item 7 includes house lots restricted to an individual 55 years old or older. Since some houses will be under construction as spec houses if a growth permit was issued for that house and then it is restricted to an elderly housing lot that growth permit would be transferable to another lot within the subdivision.
- We have included a declaration of Affordable Housing Covenants to be utilized for the "affordable housing" exception within this subdivision.
- We request an exemption from growth permit status for the 48 units of apartments. In turn, we will dedicate 5 of the 48 units to 55 years of age or older.


As part of the pre-application sketch review under Chapter II-7 we have reviewed Appendix 7-2 I have included the following attachments:

1. Planning Board Request for Hearing Form
2. Pre-Application Plan Checklist
3. Contract Zoning – Concept Review Application Form
4. Land Use Fee Table
5. Purchase and Sales Agreement from the Hothem's
6. Purchase and Sales Agreement from the West Falmouth Baptist Church
7. Deed from Longcreek Realty Trust to Homestead Acres LLC
8. Authorization Letter from Turning Point Development, LLC.
9. Comprehensive list of Zoning Variations Requested.
10. Div. II Sec.19-14 Village Mixed Use District (VMU) - showing requested changes
11. Appendix 7-5 Street Standards - showing requested changes
12. Sec. 19-69 Rate of Residential Growth – showing requested changes.
13. Proposed Contract Zoning Map showing GIS parcels, zoning, and proposed Contract Zone.
14. Current Property Owners and Abutters List
15. Viewshed Analysis
16. Contract Zone Document
17. Declaration of Affordable Housing Covenants
18. Trip Generation Calculation Memo
19. Watershed Boundaries Exhibit
20. Apartment Building Exhibit
21. Street Scape Exhibit
22. Existing Conditions Worksheet of the Hothem Property
23. Concept Sketch 18 revised through June 30, 2017
24. Concept Sketch 18 with an Aerial photo background revised through June 30, 2017
25. Preliminary Phasing Plan dated June 30, 2017

During our last meeting with the Community Development Committee (CDC) we were asked to determine the anticipated impact to the school system. At the Maine Department of Education we found that school year 2015-2016 the Falmouth school system had 2,131 Students. The U.S. Census Bureau lists the total number of households in Falmouth as 4,596. Using those number we calculated that the number of students per household is 0.46. We are proposing 151 residential units which equates to 70 students within this subdivision. Based upon these numbers the increase in students is estimated to be approximately 3%.

We look forward to any questions or comments you may have and attending the meetings this project is scheduled for. Thank you for your time and your consideration of this project.

SEBAGO TECHNICS, INC.

A handwritten signature in black ink that reads "Matthew W. Ek". The signature is written in a cursive, flowing style.

Matthew W. Ek, PLS

Director of Survey/GIS Advancement

MWE/RAM:mwe

Enc.

cc. David Chase, Homestead Acres, LLC

FALMOUTH PLANNING BOARD REQUEST FOR HEARING

Addresses of Property owners requesting Contract Zoning:

Address of Property: 4 Mountain Road

Map: U42 Lot: 15 Zone: VMU

Map: R07 Lot: 157, 158 & 158A Zone: VMU

Map: U43 Lot: 10B Zone: VMU

Property Owner (if other): Scott Hothem, Trustee of the Maurice and Patricia Hothem Charitable Remainder Unitrust; Maurice Hothem and Patricia Hothem

Address: 10 Fiske Pond Road, Holliston, Massachusetts 01746 Phone: 510-376-3279

Address of Property: Maine Turnpike

Map: R07 Lot: 156 Zone: VMU

Property Owner (if other): Homestead Acres, LLC (c/o David Chase)

Address: 50 Gray Road, Falmouth, Maine 04105 Phone: 207-776-3031

Address of Property: 100 Gray Road

Map: U44 Lot: 35, 35B, 35C, 35D, & 35E Zone: VMU

Property Owner (if other): Turning Point Development, LLC (c/o Matthew and Andrea Ferrante)

Address: 13 Greta Way, Falmouth, ME 04105 Phone: 207-939-1124

Address of Property: 22 Mountain Road

Map: U43 Lot: 12A Zone: VMU

Property Owner (if other): West Falmouth Free Baptist (c/o Joanne Hamilton)

Address: 18 Mountain Road, Falmouth, Maine 04105 Phone: 207-797-4066

MAJOR SUBDIVISION PRE-APPLICATION PLAN CHECKLIST

Name: Hothem Property Subdivision Date: 6/5/17

Note: Please refer to separate "Submittal Requirements" form to determine the number of copies necessary for each submission.

(√)

- 1. Applicable fees (please refer to fee schedule)
- X 2. Fee Calculation Sheet
- X 3. Site Inventory and Analysis Submission shall contain, at a minimum, the following:
 - X a. Names and addresses of the record owner and the applicant.
 - X b. Names and addresses of all consultants working on the project.
 - X c. Names and addresses of all abutting property owners.
 - X d. Evidence of right, title, or interest in the property; and
- X 4. Appropriate number of copies of an accurate inventory plan of the parcel at a scale of not more than 1" = 100' showing as a minimum:
 - X a. Name of the property owner, north arrow, date, and scale.
 - X b. Boundaries of the parcel.
 - X c. Relationship of the site to the surrounding area (including distance to closest street intersection).
 - X d. Topography of the site at an appropriate contour interval depending on the nature of the use and character of the site (in many cases, submittal of U.S.G.S. 10' contours will be adequate) identifying areas with slopes of 3 percent or less and areas with slopes in excess of 15 percent.
 - X e. Hydrology of the site, including drainage courses, wetlands, streams, ponds, and flood plains.
 - X f. Location and size of existing utilities or improvements servicing the site (if none, state so).
 - X g. Existing buildings, structures, or other improvements on the site (if none, state so).
 - X h. Existing restrictions or easements on the site (if none, state so).
 - N/A i. Class B high intensity soil survey.
- X 5. Appropriate number of copies of a site analysis sketch plan at the same scale as the inventory plan, highlighting the opportunities and constraints of the site. This plan should indicate:
 - X a. Prime portions of the site that are suitable for development or use.
 - N/A b. Portions of the site that are suitable for on-site sewage disposal if public sewerage is not available.
 - X c. Areas of the site that have development limitations (steep slope, flat, soil constraints, wetlands, flood plains, drainage, etc.) which must be addressed in the development plan.
 - X d. Suitable access points and routes for roads and utilities.
 - N/A e. Areas where there may be off-site conflicts or concerns (i.e., noise, lighting, traffic, etc.).



Exhibit 3

Town of Falmouth
Contract Zoning – Formal Review Application Form

All applications shall include all materials and fees as specified on the submittal requirements form attached.

Address of Property (if vacant please note access street(s)):

4 Mountain Road (Hothem Property):

18 Mountain Road (West Falmouth Free Baptist Church):

Turnpike (with future access through 4 Mountain Road) (from Longcreek Realty Trust):

Gray Road (Turning Point Development, LLC)

Map(s): U42 Lot(s): 15 District(s): VMU (Hothem with P&S to Homestead Acres)

Map(s): R07 Lot(s): 157, 158, & 158A District(s): VMU (Hothem with P&S to Homestead Acres)

Map(s): U43 Lot(s): 10B District(s): VMU (Hothem with P&S to Homestead Acres)

Map(s): R07 Lot(s): 156 District(s): VMU (Homestead Acres, LLC c/o David Chase)

Map(s): U44 Lot(s): 35, 35B, 35C, 35D & 35E District(s): VMU (Turning Point Development, LLC c/o Andrea Ferrante)

Map(s): U43 Lot(s): 12A District(s): VMU (West Falmouth Free Baptist with P&S to Homestead Acres)

Agent: Sebago Technics, Inc. (c/o Matthew Ek)

Phone# 207-200-2058

Email: mek@sebagotechnics.com

Alt. Phone # 207-831-9470

Full Mailing Address: 75 John Roberts Road - Suite 1A, South Portland, Maine 04106

Applicant: Homestead Acres, LLC (c/o David Chase)

Phone# 207-797-9093

Email: dave@chaseexcavating.com

Alt. Phone # 207-776-3031

Full Mailing Address: 50 Gray Road, Falmouth, Maine 04105

Property Owner: Scott Hothem, Trustee of the Maurice and Patricia Hothem Charitable Remainder Unitrust; Maurice Hothem; and Patricia Hothem

Phone# 510-376-3279

Email: shothem@barrettdistribution.com

Alt. Phone # _____

Full Mailing Address: 10 Fiske Pond Road, Holliston, Massachusetts 01746

Property Owner: Homestead Acres, LLC (c/o David Chase)

Phone# 207-797-9093

Email: dave@chaseexcavating.com

Alt. Phone # _____

Full Mailing Address: 50 Gray Road, Falmouth, Maine 04105

Property Owner: Turning Point Development, LLC (c/o Matthew and Andrea Ferrante)

Phone# 207-939-1124

Email: andrea@andreaFerrante.com Alt. Phone # _____

Full Mailing Address: 13 Greta Way, Falmouth, ME 04105

Property Owner: West Falmouth Free Baptist (c/o Joanne Hamilton)

Phone# 207-797-4066

Email: _____ Alt. Phone # _____

Full Mailing Address: 18 Mountain Road, Falmouth, Maine 04105

Application Authorization

I hereby make application to the Town of Falmouth for the above-referenced property(ies) and the development as described. To the best of my knowledge the information provided herein is accurate. Town of Falmouth officials and employees are authorized to enter the property(ies) for purposes of reviewing this proposal. I understand that I am responsible for appearing, or having someone appear on my behalf at all meetings where required.

Signed: Matthew W. Ek Date: 6/30/17

Printed name: Matthew Ek

Please identify yourself (check one): Agent* X Applicant ____ Property Owner ____

*(If you are an agent, written authorization from the property owner must be attached to this form.)

Town of Falmouth
Adopted Fee Schedule
Land Use Permits
As amended September 26, 2016

Exhibit 4

| Fee | | Amount (in \$s) | | Additional fee | | |
|-----|---|-------------------|--|----------------|------------|--|
| | | base/per unit fee | unit | % | Dollar Amt | Increment |
| 1.0 | <u>Conditional Zoning fee</u> | 500 | | | | |
| 1.1 | <u>Contract Zoning</u> | | | | | |
| | Concept Review | 250 | | | | |
| | Formal Application | 500 | | | | |
| 2.0 | <u>Phosphorus control permit</u> | 100 | | | | |
| 3.0 | <u>Signs</u> | | | | | |
| | 20 sf or over | 50 | sign (in addition to site review fees) | | | |
| 4.0 | <u>Private Way</u> | 200 | lot | | | |
| 5.0 | <u>Residential growth permit</u> | 100 | | | | |
| 6.0 | <u>Subdivision</u> | | | | | |
| | preapplication submittal | 250 | | | | |
| | minor or major preliminary subdivision | 600 | first three lots | | 100 | additional lot |
| | final | notice fee only | | | | |
| | review escrow account | 100 | lot | | | |
| | amendment | 250 | revision | | | no new lots |
| | re-approval | 250 | with no changes | | | |
| 7.0 | <u>BZA application</u> | | | | | |
| | admin appeal | 100 | | | | |
| | comm, manu, private club cond use | 250 | | | | |
| | multifamily or congregate care | 20 | unit | | | |
| 8.0 | <u>Site Plan review</u> | | | | | |
| | pre-application | 250 | | | | |
| | any development | 500 | | | 50 | 1,000 ft of building gross feet or portion thereof |
| | amendment | 250 | | | | no new buildings or building additions |
| | re-approval | 250 | with no changes | | | |
| | review escrow | | | | 200 | 1,000 sf |

Town of Falmouth
Adopted Fee Schedule
Land Use Permits
As amended September 26, 2016

| Fee | | Amount (in \$s) | unit | Additional fee | | |
|------|---|---------------------|------|----------------|------------|-----------------------|
| | | Base/per unit fee | | % | Dollar Amt | Increment |
| 9.0 | <u>Private Way inspections</u> | | | | | |
| | private way, single lot | 300 | | | | |
| | Private way, multiple lot | | | 3 | | improvement costs |
| 10.0 | <u>Site plan inspections</u> | | | | | |
| | | | | 1 | | improvement costs |
| 11.0 | <u>Subdivision inspections</u> | | | | | |
| | | | | 3 | | improvement costs |
| 12.0 | <u>Personal wireless service facility</u> | 500 | | | | |
| 13.0 | <u>Shoreland Permit</u> | 100 | | | | |
| 14.0 | <u>Publication and notice fee*</u> | 75 | | | | |
| 15.0 | <u>Street Acceptance</u> | | | | | |
| | base fee | 500 | | | 0.50 | linear foot of street |
| | escrow account | determined by staff | | | | |
| | defect guarantee | 5000 | | | 5.00 | linear foot of street |
| | <u>NOTES:</u> | | | | | |
| | * Publication and notice fees apply to applications to the Council and CDC for Contract or Conditional Zoning as well as all submittals to the Planning Board and Board of Zoning Appeals | | | | | |
| | This includes the initial submittal for the following: | | | | | |
| | 1. sketch plan and preapplication meetings | | | | | |
| | 2. private way | | | | | |
| | 3. site plan | | | | | |
| | 4. preliminary subdivision | | | | | |
| | 5. final subdivision | | | | | |
| | 6. administrative action | | | | | |
| | 7. shoreland permit | | | | | |
| | 8. sign permit | | | | | |

PURCHASE AND SALE AGREEMENT-LAND ONLY

THIS PURCHASE AND SALE AGREEMENT made this 8th day of March, 2017, by and between **HOMESTEAD FARMS, LLC**, a Maine limited liability company with a principal place of business in Falmouth, Maine (hereinafter called "Buyer") and **SCOTT HOTHEM**, Trustee of **THE MAURICE and PATRICIA HOTHEM CHARITABLE REMAINDER UNITRUST u/a dtd DECEMBER 16, 2016**, (the "Charitable Remainder Unitrust"), a Maine domiciled Trust, and **MAURICE C. HOTHEM** and **PATRICIA Y. HOTHEM**, individually, both of Falmouth, Maine (hereinafter collectively called "Sellers").

In consideration of the covenants hereinafter set forth, Buyer and Sellers hereby agree as follows:

1. **Purchase and Sale.** Sellers agree to sell to Buyer and Buyer agrees to buy from Sellers, for the price and upon the terms and conditions hereinafter set forth, certain real property consisting solely of land, with no buildings or improvements, situated at the westerly sideline of Gray Road, Falmouth, Maine, being the same premises described in **Exhibit A** attached hereto, and preliminarily and tentatively depicted on the Concept Plan prepared by Sebago Technics, Inc. for Chase Excavating (Project No. 16137-01) attached hereto as **Exhibit B**, together with all rights, easements and appurtenances pertaining thereto, (collectively or in the singular and hereinafter sometimes called (a) the "Property," or (b) as shown on **Exhibit B** the "Lots," or (c) the "Premises," all as the context thereof may require). Sellers recognize and agree that **Exhibit B** is a conceptual site plan submitted by Buyer to the Town of Falmouth, Maine as a condition of measuring the Town's receptivity to the development of the Premises as a residential subdivision. By its inclusion as an Exhibit appended to this Agreement or by its reference to Lots as shown thereon, no warranty or representation is made by Sellers to Buyer that the Lots developed shall be no other than as shown on **Exhibit B**, with Buyer reserving the specific right to depict, locate and develop Lots elsewhere on the Premises in a manner that is consistent with the authorizations and consents received from the Town of Falmouth, Maine and other permit-granting authorities. Further, Sellers do not represent or warrant to Buyer that the Property may be developed as shown on said Plan.
2. **Purchase Price, Payment of Purchase Price, and Closings.** The total purchase price shall be . The purchase price for the Property shall be paid in accordance with this Section 2. Buyer shall close on the purchase and acquisition of the Premises in two phases as outlined in this Section 2.

a. **Phase One Closing.**

The Phase One Closing shall occur on January 31, 2018, or earlier by mutual consent, and subject to the Buyer's option to extend as set forth in Section 4 below, (the "Phase One Closing"). At the Phase One Closing, the Parties shall close on the Lot identified in **Exhibit C** herein. At the Phase One Closing, Buyer shall pay Sellers a total of _____, which shall consist of _____ in cash and the balance of _____ in Buyer's Promissory Note (the "Phase One Note") in form and content satisfactory to Sellers and having the terms and conditions set forth in Section 2(d) below.

b. **Phase Two Closing.**

The Phase Two Closing shall occur six (6) months after the Phase One Closing, or earlier by mutual consent (the "Phase Two Closing"). At the Phase Two Closing, the Parties shall close on the entire balance of the Premises subject to this Agreement. At the Phase Two Closing, Buyer shall pay Sellers _____ in Buyer's promissory note (the "Phase Two Note") in form and content satisfactory to Sellers and having the terms and conditions set forth in Section 2(d) below.

c. **Buyer May Combine Closings.**

The Buyer may, in Buyer's discretion, combine the Closings and close on both Phases at the same time.

d. **Terms and Conditions of Notes.**

Both the Phase One Note and the Phase Two Note shall have the following terms and conditions:

- 1) Secured by first Mortgage on the Property; Sellers' Mortgage shall have priority over Mechanic's Liens; and
- 2) Buyer and David Chase are Co-Makers jointly and severally liable; and
- 3) Interest at 6% per annum; and
- 4) Sellers will partially discharge the Mortgage with respect to each lot sold by Buyer upon payment of _____ per lot to Sellers, due at the closing on the sale of each lot by Buyer; provided that the remaining unsold approved lots are sufficient in value to cover 150% of the balance due on the Note or Notes at the rate of _____ per lot; and

- 5) Buyer may pre-pay in whole or in part without penalty; and
- 6) The remaining balance of both Notes shall in all events be due and payable two (2) years after the Phase Two Closing, regardless of the status of lot sales.

e. **Payments to Sellers.**

All payments to Sellers, including the cash payment at the Phase One Closing and payments under the Notes, shall be allocated as follows:

Charitable Remainder Unitrust – Seventy-five percent (75%)
Maurice and Patricia Hothem, or survivor – Twenty-five percent (25%)

3. **Deposit.** Buyer shall pay to the Sellers the sum of
per month towards the cash portion of the purchase price, with the first such payment due on the date of this Agreement, and subsequent payments due every thirty (30) calendar days thereafter until the Phase One Closing, with a maximum total payment under this Section of (the “Deposit”). James H. Young, II (the “Escrow Agent”) shall hold said Deposit and act as Escrow Agent until the Phase One Closing and the cumulative Deposit will be released to Sellers and credited against the purchase price. The Deposit is refundable to Buyer if the Parties fail to close on this Agreement, other than because of a default by Buyer and the Deposit shall be returned promptly to the Buyer.
4. **Option to Extend Closing.** If, by January 31, 2018, there are not yet Final Approvals, as defined below, the Buyer has the option to extend this Agreement under the terms and conditions set forth in this Section 4. The Buyer may opt to extend the Phase One Closing date by thirty (30) calendar days by delivering to the Escrow Agent the sum of
by January 31, 2018. The Buyer may thereafter opt to extend the Phase One Closing date in thirty (30) calendar-day increments by delivering to the Escrow Agent the sum of
per thirty (30) calendar-day period, with such payment due prior to the expiration of the previously extended Closing date, provided that the Buyer may not opt to extend the Phase One Closing date past January 31, 2019. If the Parties fail to close on Phase One by January 31, 2019, this Agreement is terminated. Any payment made under this Section 4 shall be applied towards the cash portion of the purchase price at the Phase One Closing, or, if the Parties fail to close, shall be non-refundable to the Buyer and delivered promptly to the Sellers following the termination of the Agreement.
5. **Final Approval.** As used in this Agreement, the term “Final Approvals” shall mean final and complete approvals, consents, licenses and authorizations given Buyer or its assigns, licensees, agents, contractors, representatives or designees to develop the Premises as a residential housing subdivision, to include without limitation, zoning approvals,

subdivision approvals and site plan approvals and any approvals or authorizations under the Maine Site Location and Development Act together with any approvals as may be required from the Town of Falmouth, Maine (by and through its Planning Board, Town Council, zoning enforcement officials, planning officials, Town Engineer, Police Chief, Fire Chief and all other officials and instrumentalities as applicable), Maine Department of Environmental Protection, and the U.S. Army Corps of Engineers, all of which are binding and for which all applicable appeal periods have expired or have been exhausted and during which time an opportunity exists to take an appeal, no appeal by any interested party has been taken.

6. **Sellers' Mortgage Loan.** At the Closing, Buyer shall execute and deliver a first priority lien mortgage encumbering the Premises, a promissory note, a loan agreement, collateral assignments, security agreements, fixture filings and other security documents and documents and instruments evidencing indebtedness, all as may reasonably be required by Sellers to secure and evidence the Buyer's obligation to pay the purchase price described in Section 2 of this Agreement or any portion thereof. Buyer shall cause the recording and filing of all such documents and instruments at its sole expense and cost. Sellers reserve the right to require the Buyer to pay for and deliver a lender's policy of title insurance insuring the lien of the mortgage instrument and other instruments to be recorded in the Cumberland County (Maine) Registry of Deeds. Sellers agree to provide a partial release, on such terms reasonably required by the Buyer, of any and all security documents upon the Buyer's payment of the purchase price, or any portion thereof, as provided for in Section 2 of this Agreement.
7. **Time and Place of Closings.** The Closings for the Premises, the Property and the Lots, as applicable, in accordance with the terms, conditions and schedule set forth in Sections 2 and 4 of this Agreement shall occur at a mutually convenient time and date, at the offices of F.K.N. Chowdry Chartered, LLC, 120 Exchange Street, Fourth Floor, Portland, Maine or such other place as determined by the Parties.
8. **Conveyance; Title.** At the Phase One Closing and the Phase Two Closing, Sellers shall execute and deliver to Buyer Warranty Deeds (from the Hothems individually for a one-fourth (1/4) interest) and Trustee's Deeds (from the Charitable Remainder Unitrust for a three-fourths (3/4) interest) conveying to Buyer the Property in fee simple, with good and marketable title thereto, free and clear of all liens and encumbrances, except (a) real estate taxes which are not yet due or payable; (b) any encumbrances listed in **Exhibit A** hereto; (c) title to land within the boundaries of the original trolley line corridors with respect to which Sellers will convey all of their right, title, and interest; and (d) any other encumbrances or easements of record which do not materially interfere with Buyer's development plans. In the event that Sellers on the Closing dates cannot deliver title in such condition, the Closing dates shall be postponed for a period of ten (10) days, and Sellers

shall use their best efforts to remove the title defect during such ten (10) day period. If such defect cannot be removed by Sellers during such ten (10) day period, Buyer may either (a) terminate this Agreement, in which case all Parties hereto shall be released from their obligations hereunder; or (b) consummate the purchase of the Property in accordance with this Agreement, with no reduction in the purchase price.

With respect to the land within the boundaries of the original trolley line corridor, Buyer shall be solely responsible for determining ownership of said land and making any other determinations regarding said land that may impact Buyer's development plans, and if, as of the date of the Phase One Closing, Buyer is not satisfied in this regard Buyer may either (a) terminate this Agreement, in which case all parties hereto shall be released from their obligations hereunder and the Deposit under Section 3 shall be returned to Buyer (but any option payments under Section 4 shall be retained by Sellers); or (b) consummate the purchase of the Property in accordance with this Agreement, with no reduction in the purchase price.

9. **Possession; Prorations.** Full possession of the Property will be transferred to Buyer at the Closings. The following items will be prorated between Buyer and Sellers as of the dates of Closings: real estate taxes for the current municipal tax year prorated over the period of the local municipal tax year. Sellers and Buyer shall each pay their own real estate transfer tax as assessed by Maine law.
10. **Risk of Loss.** Sellers agree that the risk of loss or damage to the Property by fire or otherwise prior to the transfer of title at Closings shall remain with Sellers. In the event of material taking by condemnation or eminent domain prior to Closings, Buyer, at its sole option, shall have the right to cancel this Agreement by giving written notice to Sellers and neither party shall have any further rights or responsibilities hereunder. If Buyer does not so elect to cancel this Agreement or if such material taking does not occur, this Agreement shall remain in full force and effect and Sellers shall pay over or assign to Buyer at the Closings any insurance or condemnation proceeds, rights or awards receivable or received as a result of such taking or condemnation.
11. **Default.** If the Buyer shall fail to close in accordance with this Agreement, then Sellers may pursue Buyer for all legal remedies and equitable remedies. If Sellers fail to close or to perform any of their obligations under this Agreement, then, at Buyer's option, Buyer may either (a) obtain specific performance and injunctive relief; (b) cancel this Agreement; or (c) pursue Sellers for all legal remedies and additional equitable remedies.
12. **Brokerage.** Buyer and Sellers each hereby represent and warrant to the other that there are no real estate brokers involved or real estate commissions or finder fees payable in connection with the sale of the Property and each agrees to hold each other harmless with

respect to the same. Sellers acknowledge and understand that the sole member of the Buyer is a licensed real estate broker in the State of Maine.

13. **Inspection; Tests.** Upon prior written notification to Sellers, Buyer shall have the right, at all reasonable times, to inspect the Property, and to make engineering studies, surveys, soils tests, inspections, and other reasonable evaluations of the Property. Buyer hereby indemnifies Sellers and shall hold Sellers harmless with respect to any claims for personal injury, property damage or any other claims arising out of Buyer's exercise of its rights under this Section. In the event this transaction fails to Close for any reason, and regardless of fault, Buyer shall deliver to Sellers, without charge or costs to Sellers, all copies of all Engineering studies, surveys, soils tests, inspections, and other evaluations of the Property that have been obtained by Buyer.
14. **Notices.** Any notices required or permitted hereunder shall be either hand delivered or mailed by certified mail, return receipt requested as follows:

To Buyer: Homestead Farms, LLC
c/o/ David Chase, Manager and Sole Member
50 Gray Road
Falmouth, ME 04105

With a Copy to: Frank K. N. Chowdry, Esq.
F.K.N. Chowdry Chartered, LLC
120 Exchange Street, Fourth Floor
Portland, Maine 04101

To Sellers: The Maurice and Patricia Hothem Charitable
Remainder Unitrust
c/o Scott Hothem
10 Fiske Pond Road
Holliston, MA 01746

To Sellers: Maurice and Patricia Hothem
4 Mountain Road
Falmouth, ME 04105

With a Copy to: Eliza M. Nichols, Esq.
LeBlanc & Young
4 Canal Plaza-P.O. Box 7950
Portland, ME 04112-7950

15. **Memorandum or Abstract of Agreement and Purchase Option.** Buyer may, but shall not be required to, record in the Cumberland County Registry of Deeds a memorandum or abstract of this Agreement identifying the names of the Parties, the term of this Agreement, the Property subject to this Agreement, but no other information or detail. The Sellers agree that such a memorandum or abstract may be signed and recorded by the Buyer only and upon such event, the memorandum or abstract shall be sufficient to provide record notice of this Agreement.
16. **Miscellaneous.** This Agreement shall be binding upon the heirs, successors, personal representatives, and assigns of the Parties hereto. This Agreement represents the entire agreement of the Parties and any modification or amendment hereto shall be in writing, signed by the Parties hereto. This Agreement may be executed in multiple counterpart originals. Time is of the essence to this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Maine. Each and every term of this Agreement shall survive the Closings.

[SIGNATURE LINES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

WITNESS:

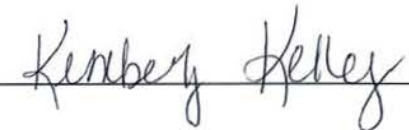
HOMESTEAD FARMS, LLC


By: 
David Chase
Its Sole Manager and Member
Buyer

**THE MAURICE AND PATRICIA HOTHEM
CHARITABLE REMAINDER UNITRUST**

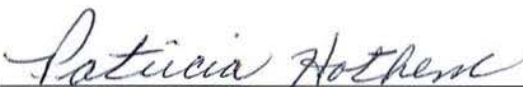
By: 
Scott Hothem
Its Trustee
Seller






Maurice C. Hothem
Seller




Patricia Y. Hothem
Seller

James H. Young, II
Escrow Agent

EXHIBIT A

Attached is the Quitclaim Deed from
Maurice C. Hothem and Patricia Y. Hothem
To Scott Hothem, Trustee of the Maurice and Patricia Hothem
Charitable Remainder Unitrust, dated December 16, 2016
Recorded in the Cumberland County Registry of Deeds
in Book 33742, Page 111
Containing Six (6) Parcels


SHORT FORM QUITCLAIM DEED WITHOUT COVENANT

DLN: 1001740011867

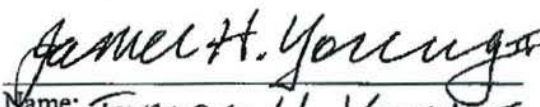
Maurice C. Hothem and Patricia Y. Hothem, being married, both of Falmouth, Cumberland County, Maine, FOR CONSIDERATION PAID, release to SCOTT HOTHEM, Trustee of the Maurice and Patricia Hothem Charitable Remainder Unitrust, whose mailing address is 10 Fiske Pond Road, Holliston, MA 01746, a three-quarter (3/4) interest in common and undivided in certain real property, together with the buildings and improvements thereon, located in Falmouth, Cumberland County, Maine and being more particularly bounded and described in Exhibit A attached hereto and incorporated herein by specific reference.

WITNESS our hands and seals this 16th day of December, 2016.

WITNESS:


Name: Teresa A. Stevens


MAURICE C. HOTHEM


Name: James H. Young



PATRICIA Y. HOTHEM

State of Maine
County of Cumberland, ss.

December 16, 2016.

PERSONALLY APPEARED the above-named MAURICE C. HOTHEM and PATRICIA Y. HOTHEM and acknowledged the foregoing instrument to be their free act and deed.

Before me,


Notary Public / _____

ELIZA M. M. NICHOLS
Notary Public, Maine
My Commission Expires February 24, 2021

EXHIBIT A

Grantors: Maurice C. and Patricia Y. Hothem
 Grantees: The Maurice and Patricia Hothem Charitable Remainder Unitrust
 Date: December 16, 2016
 Instrument: Short Form Quitclaim Deed Without Covenant

Parcel One

A certain lot or parcel of land situated on the westerly side of the Gray Road in the Town of Falmouth in the County of Cumberland and State of Maine, bounded and described as follows:

Beginning at an iron pipe set in the ground in said westerly side of said Gray Road at the northeasterly corner of first parcel of land described in deed from Almeda B. Clough and Bessie W. Wilson to Elton L. Clough dated July 10, 1925, and recorded in Cumberland County Registry of Deeds in Book 1201, Page 214, said iron pipe also being the southeasterly corner of land now or formerly of Ralph Winslow; thence southerly along said westerly side of said Gray Road thirty-three (33) feet to an iron pipe set in the ground and land conveyed by the grantor herein to Raymond S. Marshall Jr. and Dorothy L. Marshall by deed dated February 3, 1950 and recorded in said Registry of Deeds in Book 1990, Page 348; thence westerly along said Marshall land one hundred (100) feet to an iron pipe set in the ground; thence southerly along said Marshall land one hundred fifty (150) feet to an iron pipe set in the ground; thence easterly along said Marshall land one hundred (100) feet to an iron pipe set in the ground in the westerly side of said Gray Road; thence southerly along said westerly side of said Gray Road two hundred eighty (280) feet, more or less, to the northeasterly corner of land conveyed by the grantor herein to Everett S. Wilson by deed dated July 11, 1927 and recorded in said Registry of Deeds in Book 2362, Page 220; thence westerly along said Wilson land eighty (80) feet to a point; thence southerly along said Wilson land and other land now or formerly of said Wilson one hundred eighty (180) feet, more or less, to land now or formerly of one Knutson; thence northwesterly along said Knutson land and the southerly side line of said first parcel of land described in said deed recorded in said Registry of Deeds in Book 1201, Page 214 to land conveyed by the grantor herein to West Falmouth Baptist Church by deed dated December 9, 1968 and recorded in said Registry of Deeds in Book 3069, Page 56; thence North four degrees fifty-seven minutes East along said church land seven hundred fifty-five (755) feet, more or less, to the northerly side line of said first parcel of land described in said deed recorded in said Registry of Deeds in Book 1201, Page 214; thence southeasterly along said northerly side line to the point of beginning.

Subject to the right granted by Elton L. Clough to Raymond S. Jr. and Dorothy I. Marshall by deed of 08/29/72, to use part of the above described premises for the purpose of parking automobiles as recorded in Book 3292, Page 174.

BEING THE SAME PREMISES as the third parcel conveyed to Maurice C. Hothem and Patricia Y. Hothem, as Trustees of the Maurice C. Hothem Living Trust, dated May 9, 2007, and Maurice C. Hothem and Patricia Y. Hothem, as Trustees of the Patricia Y. Hothem Living Trust, dated May 9, 2007, by Deed of Maurice C. Hothem and Patricia Y. Hothem, dated June 26, 2008 and recorded in the Cumberland County Registry of Deeds, Book 26171, Page 32.

EXHIBIT A

Grantors: Maurice C. and Patricia Y. Hothem
 Grantees: The Maurice and Patricia Hothem Charitable Remainder Unitrust
 Page: 2 of 7
 Instrument: Short Form Quitclaim Deed Without Covenant

Parcel Two

A certain triangular shaped lot or parcel of land situated on the Westerly side of the Gray Road (Route 100) in the Town of Falmouth, County of Cumberland and State of Maine, being bounded and described as follows:

Beginning at an iron rod set on the apparent Westerly sideline of the said Gray Road (Route 100) at the Northeasterly corner of the land of the said Hothem and the Southeasterly corner of the land of these Grantors; thence running N 46° -56' -00" W along land of said Hothem seventy-one and fourteen hundredths (71.14') feet to an iron rod; thence running S 76° -08' -32" E along land of these Grantors fifty-five and ninety-three hundredths (55.93') feet to an iron rod in the apparent Westerly sideline of the said Gray Road; thence running S 3° -46' -34" W along said sideline of the Gray Road thirty-five and twenty-six hundredths (35.26') feet to the iron rod at the point of beginning. Said triangular parcel of land contains 971 square feet. Also conveying all our rights and interest in all the land lying between the apparent Westerly sideline of the Gray Road (Route 100) as described above and the actual Westerly sideline of said Road as may be determined by the Maine Department of Transportation.

BEING THE SAME PREMISES as the fourth parcel conveyed to Maurice C. Hothem and Patricia Y. Hothem, as Trustees of the Maurice C. Hothem Living Trust, dated May 9, 2007, and Maurice C. Hothem and Patricia Y. Hothem, as Trustees of the Patricia Y. Hothem Living Trust, dated May 9, 2007, by Deed of Maurice C. Hothem and Patricia Y. Hothem, dated June 26, 2008 and recorded in the Cumberland County Registry of Deeds, Book 26171, Page 32.

Parcel Three

A certain lot or parcel of land situated in the Town of Falmouth, more specifically in West Falmouth, County of Cumberland, State of Maine, and being bounded as follows:

Beginning at an iron pipe set on the westerly side of the Gray Road, so-called, also known as Route 100, said point of beginning being the Southeasterly corner of the parcel herein described and the Northeasterly corner of land now or formerly of Allan H. and Susan J. Kellogg, said point of beginning being approximately seven-tenths (7/10th) of a mile northerly of the intersection of Gray Road and Leighton Road; thence North 57° -26' — 14" West 428 feet to an iron pipe set on the Easterly side line of the old Portland-Lewiston Interurban Railroad bed; thence North 27° -20' -09" East along said Portland-Lewiston Interurban Railroad bed a distance of 200 feet to an iron pipe at land now or formerly of Everett S. Wilson; thence South 58° -40' -34" East a distance of 400.25 feet to an iron pipe set at the Gray Road; thence South 20° -04' West 212.87 feet to the point of beginning, said parcel containing 1.94 acres.

EXHIBIT A

Grantors: Maurice C. and Patricia Y. Hothem
 Grantees: The Maurice and Patricia Hothem Charitable Remainder Unitrust
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Meaning and intending to describe and convey and hereby conveying that parcel denoted "1.94 Acres" on a Plan entitled "Land of Roland LaVallee in Falmouth, Maine" surveyed by A.W.I. Engineering Co. West Scarborough, Maine Scale 1" = 50' dated October 1975 and recorded in the Cumberland County Registry of Deeds in Plan Book 110, Page 17.

BEING THE SAME PREMISES as the sixth parcel conveyed to Maurice C. Hothem and Patricia Y. Hothem, as Trustees of the Maurice C. Hothem Living Trust, dated May 9, 2007, and Maurice C. Hothem and Patricia Y. Hothem, as Trustees of the Patricia Y. Hothem Living Trust, dated May 9, 2007, by Deed of Maurice C. Hothem and Patricia Y. Hothem, dated June 26, 2008 and recorded in the Cumberland County Registry of Deeds, Book 26171, Page 32.

Parcel Four

A certain lot or parcel of land situated in the Town of Falmouth, County of Cumberland, and State of Maine, situated along the Easterly side line of the Maine Turnpike in West Falmouth, being bounded and described as follows:

Beginning at a point on the Easterly side line of said Maine Turnpike Authority land at the Southeasterly corner of Parcel # 19 of Elton L. Clough (3.91 acres) as shown on the Maine Turnpike Authority Plan of February 18, 1954, as recorded in the Cumberland County Registry of Deeds in Plan Book 41, Pages 30-31, which point marks the Southwesterly corner of land of the West Falmouth Baptist Church as described in a deed dated February 9, 1968, as recorded in Registry Book 3069, Page 56; thence Southeasterly along the Southerly side line of said Church land and land of Maurice C. Hothem, as described in a Deed from the said Elton L. Clough, dated August 29, 1972, as recorded in Registry Book 3292, Page 168, about 645 feet to the center line of the old Portland-Lewiston Interurban Railroad; thence Southwesterly along the center line of said Railroad right-of-way about 1087 feet to the Northeasterly corner of a 2.37 acre parcel of land conveyed by Margaret I. Rawson to Maine Turnpike Authority in November 1954 as recorded in Registry Book 2206, Page 451; thence N 89° - 07' W along said Maine Turnpike Authority land about 450 feet to a point on the Easterly side line of the Maine Turnpike property as shown in Registry Plan Book 41, Page 30-31; thence N 4° - 57' W along the Easterly side line of the said Maine Turnpike property 1,269.5 feet to said land of the West Falmouth Baptist Church and the point of beginning.

Also conveyed herewith is an 18-foot wide right-of-way extending Southwesterly from the Southeasterly corner of the above described premises along the said old Railroad right-of-way to a 40 ft. right-of-way, as shown on a Plan of the Upper Part of the Thaxter Farm (between Farm #1 and Farm #2) as recorded in Registry Plan Book 16, Page 34, as reserved by Margaret I. Rawson in her said deed to Maine Turnpike Authority as recorded in Book 2206, Page 451; and also any and all rights of the late Margaret I. Rawson to said 40 ft. right-of-way which extends easterly to the Gray Road (Route 26) as shown in Plan Book 16, Page 34 and

EXHIBIT A

Grantors: Maurice C. and Patricia Y. Hothem
 Grantees: The Maurice and Patricia Hothem Charitable Remainder Unitrust
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also on a Plan in Plan Book 16, Page 36, as conveyed to the said Margaret I. Rawson in her Deed from Bessie W. Wilson in July, 1949 as recorded in Book 1960, Page 385.

The above described parcel, containing 14 acres of land, more or less, being part of the premises conveyed to the late Margaret I. Rawson by said deed from Bessie W. Wilson as recorded in Registry Book 1960, Page 385 and being the same premises as conveyed by the said Margaret I. Rawson and Merton E. Rawson to Harold S. Jones and Winifred A. Jones by a Warranty Deed as recorded on May 15, 1967 in Registry Book 2994, Page 894 wherein through error the property was erroneously and inadequately described for the proper conveyance of the premises intended to be conveyed.

BEING THE SAME PREMISES as the seventh parcel conveyed to Maurice C. Hothem and Patricia Y. Hothem, as Trustees of the Maurice C. Hothem Living Trust, dated May 9, 2007, and Maurice C. Hothem and Patricia Y. Hothem, as Trustees of the Patricia Y. Hothem Living Trust, dated May 9, 2007, by Deed of Maurice C. Hothem and Patricia Y. Hothem, dated June 26, 2008 and recorded in the Cumberland County Registry of Deeds, Book 26171, Page 32.

Parcel Five

A certain lot or parcel of land situated in Falmouth, County of Cumberland and State of Maine, and being shown on a Maine Turnpike Authority Plan entitled "Maine Turnpike, Section 2, Portland to Augusta, Land of Margaret I. Rawson, Town of Falmouth, County of Cumberland" Borrow Area R-2643-D, and being bounded and described as follows, to wit:

Being at a point in the easterly right-of-way line of the Maine Turnpike, so-called, in the Town of Falmouth, said point being one hundred and fifty (150) feet easterly from and as measured along a line at right angles to the Turnpike base line at Sta. 2642+69.8;

Thence N. 4°-57' W. along the easterly right-of-way of the Maine Turnpike two hundred and five tenths (200.5) feet to a point, said point being one hundred fifty (150) feet easterly from and as measured along a line at right angles to the Turnpike base line at Sta. 2644+70.3;

Thence S. 89°-07' E. four hundred forty-nine and five tenths (449.5) feet to a point at or near the center of the abandoned Electric Car line;

Thence S. 10° -25' W. along the approximate center line of said abandoned Electric Car line three hundred twenty-two and nine tenths (322.9) feet to a point;

Thence N. 67°-24' W. three hundred twenty-eight and four tenths (328.4) feet to a point marked by an

EXHIBIT A

Grantors: Maurice C. and Patricia Y. Hothem
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iron pipe;

Thence N. 88° -48' W. seventy and five tenths (70.5) feet to the point of beginning.
Said lot or parcel contains about 2.37 Acres.

BEING THE SAME PREMISES as the eighth parcel conveyed to Maurice C. Hothem and Patricia Y. Hothem, as Trustees of the Maurice C. Hothem Living Trust, dated May 9, 2007, and Maurice C. Hothem and Patricia Y. Hothem, as Trustees of the Patricia Y. Hothem Living Trust, dated May 9, 2007, by Deed of Maurice C. Hothem and Patricia Y. Hothem, dated June 26, 2008 and recorded in the Cumberland County Registry of Deeds, Book 26171, Page 32.

Parcel Six

A certain lot or parcel of land with any buildings thereon located in the Town of Falmouth, County of Cumberland and State of Maine and being located westerly of the Gray Road, so-called, in said Falmouth, and easterly of the Maine Turnpike. Said parcel also identified as Lot No. 157 on the Town of Falmouth Tax Map R07.

This conveyance is made subject to and to be benefited, if still applicable, by the appurtenant spring rights as set forth in the deed of Timothy O'Donovan to Pauline C. Clough as recorded in the Cumberland County Registry of Deeds in Book 1914, Page 98.

Also subject to the rights and easements granted to Central Maine Power Company by deed dated August 16, 1948 and recorded in Book 1929, Page 64.

Reference may be had to the following out conveyances from the original deed of conveyance from the said Timothy O'Donovan.

Deed from Charles H. Clough, Jr., et al. to Maine Turnpike Authority dated October 6, 1954 and recorded in Book 2198, page 283.

Deed from Charles H. Clough, Jr., et al. to Charles B. Rodway, Jr., et al., dated January 19, 1956 and recorded in Book 2263, Page 304.

Deed from Charles H. Clough, Jr., et al., to Charles B. Rodway, Jr. et al., dated January 19, 1956 and recorded in Book 2263, Page 308.

Deed from Charles H. Clough, Jr. et al., to Charles B. Rodway, Jr. et al. dated December 6, 1955 and

EXHIBIT A

Grantors: Maurice C. and Patricia Y. Hothem
Grantees: The Maurice and Patricia Hothem Charitable Remainder Unitrust
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recorded in Book 2264, Page 442.

This conveyance is subject to all restrictions, easements and encumbrances of record.

This Deed intentionally omits the following parcel of land, as it will be retained by the Grantors as Joint Tenants. The land that is excepted and reserved is described as follows:

A certain lot or parcel of land with the buildings thereon, situated on the southerly side of Mountain Road, otherwise known as High Street, otherwise known as Blackstrap Road, in the Town of Falmouth, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the Southerly side line of High Street at the northeasterly corner of land formerly of W. P. Newman; thence running on said southerly side of said road South 72 1/2 East by High Street twenty-four (24) rods and nine (9) links to land formerly of A. S. Noyes; thence South 3 West by said Noyes land nine (9) rods and one (1) link to land formerly of Noyes and Pearson; thence South 37-1/8 West by said Noyes and Pearson land and by land formerly of George L. Allen, fifteen (15) rods and twenty (20) links to land formerly of Fred A. Clough; thence North 47-1/4 West by said Clough land twenty-three (23) rods and four (4) links to said Newman land; thence North 16 East by said Newman land thirteen (13) rods and nineteen (19) links to the point of beginning.

Excepting and reserving, however, so much of the above described premises as was conveyed by Alfred Merrill to Portland, Gray and Lewiston Railroad Co. by deed dated December 17, 1909 and recorded in Cumberland County Registry of Deeds in Book 851, Page 7.

BEING THE SAME PREMISES as the second parcel conveyed to Maurice C. Hothem and Patricia Y. Hothem, as Trustees of the Maurice C. Hothem Living Trust, dated May 9, 2007, and Maurice C. Hothem and Patricia Y. Hothem, as Trustees of the Patricia Y. Hothem Living Trust, dated May 9, 2007, by Deed of Maurice C. Hothem and Patricia Y. Hothem, dated June 26, 2008 and recorded in the Cumberland County Registry of Deeds, Book 26171, Page 32.

The Deed referenced herein above, dated May 9, 2007 and recorded in the Cumberland County Registry of Deeds, Book 26171, Page 32, included two additional parcels, the first and the fifth parcels ostensibly conveyed. We have not included these parcels, as they were previously conveyed to William Patrick Chase, by Deed of Maurice C. Hothem and Patricia Y. Hothem, dated March 14, 2007 and recorded in the Cumberland County Registry of Deeds, Book 24927, Page 171, and to the Town of Falmouth, by Deed of Maurice C. Hothem, dated July 26, 2007, and recorded in the Cumberland County Registry of Deeds, Book 25387, Page 318.

EXHIBIT B

[INSERT SEBAGO TECHNICS, INC. PDF OF CONCEPT PLAN]

EXHIBIT C

[SHOW PHASE ONE AND PHASE TWO PARCELS]

**PURCHASE AND SALE AGREEMENT – Land Only
(with Contractor Agreement to Improve Seller's Remaining Premises)**

1. PARTIES. This ____ day of May, 2017, **WEST FALMOUTH BAPTIST CHURCH**, a Maine non-profit corporation organized for religious purposes pursuant to Title 13, Chapter 81 of the Maine Revised Statutes (hereinafter called "Seller") agrees to sell; **HOMESTEAD ACRES, LLC**, a Maine limited liability company (hereinafter called "Buyer") agrees to buy, and **CHASE EXCAVATING, INC.**, a Maine business corporation (hereinafter called "Contractor") agrees to improve, upon the terms hereinafter set forth, the remaining property of the Seller that is adjacent to and situated to the east of the Premises described in Paragraph 2 of this Agreement, and depicted on **Exhibit A** attached hereto and made a part hereof (the "Remaining Property").

2. DESCRIPTION. The premises to which this Agreement applies is a certain parcel of land located to the east of Mountain Road, Falmouth, Maine, consisting of acres as depicted in a survey by Sebago Technics, Inc., of near or even date with this Agreement, and to be recorded in the Cumberland County Registry of Deeds, all as more particularly depicted on **Exhibit B** attached hereto and made a part hereof (hereinafter called the "Premises").

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. None

4. TITLE DEED. The Premises are to be conveyed by a good and sufficient warranty deed running to Buyer, or to the nominee designated by Buyer by written notice to Seller at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey and good and clear record and marketable title thereto, free from encumbrances, except:

(a) Such taxes for the then current municipal tax year as are not due and payable on the date of the delivery of such deed; and,

(b) Standard utility easements serving the Premises, if any.

5. PURCHASE PRICE. The agreed Purchase Price for the Premises is [REDACTED], payable as follows:

[REDACTED] which has been paid as a deposit this day (the "Earnest Money Deposit") to the Buyer's attorney, Frank K. N. Chowdry, Esq.; and

The balance of the purchase price to be paid at the time of delivery of the deed by cash, wire, certified, cashier's, treasurer's or bank, or attorney's trust account check drawn on a Maine banking institution.

6. TIME FOR PERFORMANCE; DELIVERY OF DEED. Such deed is to be delivered and the consideration paid no later than 45 days after satisfaction of the contingencies set forth in Paragraph 7(a) of this Agreement, unless such period is extended by mutual agreement of the parties, reduced to writing. (hereinafter the "Closing").

7. CONTINGENCIES. The obligations of Buyer under this Agreement are subject to the following contingencies, any of which, if not met after good faith efforts within the time period specified, shall entitle Buyer to terminate this Agreement by giving Seller written notice of Buyer's intention to do so within the time period specified. Upon such termination Seller shall direct Buyer's attorney to return to Buyer all sums paid under this Agreement, and the parties shall be relieved of all further obligations under this Agreement.

(a) *Government Approvals.* Final and complete approvals, consents, licenses and authorizations given Buyer or its assigns, licensees, agents, contractors, representatives or designees to develop the Premises either as a residential housing subdivision or as an appurtenance of adjunct to a residential housing subdivision, to include without limitation, zoning approvals, subdivision approvals and site plan approvals and any approvals or authorizations under the Maine Site Location and Development Act together with any approvals as may be required from the Town of Falmouth, Maine (by and through its Planning Board, Town Council, zoning enforcement officials, planning officials, Town Engineer, Police Chief, Fire Chief and all other officials and instrumentalities as applicable), Maine Department of Environmental Protection, and the U.S. Army Corps of Engineers, all of which are binding and for which all applicable appeal periods have expired or have been exhausted and during which time an opportunity exists to take an appeal, no appeal by any interested party has been taken. All such approvals as described in this Paragraph 7(a) shall be applicable with respect to the Premises and to the adjacent land (subject to a purchase and sale agreement to which the Buyer is a party) now owned by Scott Hothem, Trustee of The Maurice and Patricia Hothem Charitable Remainder Unitrust u/a dtd December 16, 2016, a Maine domiciled Trust, and Maurice C. Hothem and Patricia Y. Hothem, individually, it being acknowledged that such approvals are a condition to the Buyer's obligation to purchase the Premises.

(b) *Financing.* None.

(c) *Third-party Rights.* Seller warrants the Premises are not the subject of any lease, license, or other agreement granting a third-party any rights in the Premises.

(d) *Improvements.* Buyer and Contractor will make the following improvements to the Remaining Property, all of which shall be commenced upon Buyer's delivery of the deed described in Paragraph 4 of this Agreement, and be completed no later than 365 calendar days from Closing. Said improvements shall include:

(i) Construct the parking area, gravel path and planting berms shown on **Exhibit B**, with the surface to consist only of gravel and not asphalt, concrete or other impervious material; and

(ii) Construct and install all pipes, lines and fixtures necessary to connect the remaining property of the Seller to the public sewer facility and line running parallel to Mountain Road and pay any sewer connection fee, up to the amount of [REDACTED]

All improvements shall be subject to inspection and approval by Seller, and completed to Seller's satisfaction.

8. CLOSING DOCUMENTS. At the Closing, Seller and Buyer shall execute, acknowledge and deliver the following documents and such other documents as Seller's and/or Buyer's attorney may require:

(a) *Deed.* Seller shall execute, acknowledge and deliver to Buyer the warranty deed for the Premises as provided herein.

(b) *Title Affidavits.* Seller shall deliver to Buyer two executed original counterparts of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfilled mechanic's, materialmen's or similar liens and for parties in possession.

(c) *Nonforeign Person Affidavit.* Seller shall deliver to Buyer such affidavits and certificates, in form and substance reasonably satisfactory to Buyer, as Buyer or his agent shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code.

(d) *Notification to Buyer of Withholding Tax Requirement.* Buyer shall deliver to Seller two executed original counterpart certificates in form and substance reasonably satisfactory to Seller acknowledging receipt of notification of the State's withholding tax requirements.

(e) *Maine Resident Affidavit.* Seller shall deliver to Buyer such affidavits and certificates, in form and substance reasonably satisfactory to Buyer, as Buyer or his agent

shall deem necessary, to inform Buyer of its obligation, if any, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S. § 5250-A.

(f) *Underground Oil Storage Tank Certification.* Seller shall deliver to Buyer a written notice, in form and substance reasonably satisfactory to Buyer, which notice shall certify either (i) that there is no underground oil storage facility located on the Premises, or (ii) pursuant to 38 M.R.S. § 563(6), if there is such a facility on the Premises, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection.

(g) *Subsurface Waste Water Disposal System Certification.* Provided the Premises is (i) within the shoreland area, as defined in 38 M.R.S. § 435; and (ii) contains a subsurface waste water disposal system, Seller shall deliver to Buyer a written notice as to whether the system has malfunctioned during the 180 days preceding the Closing.

(h) *Real Estate Transfer Tax Declaration.* Seller and Buyer shall execute a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed.

9. POSSESSION AND CONDITION OF PREMISES. Full possession of the Premises free of all tenants and occupants is to be delivered at the Closing, the Premises to be then (a) in the same condition as they now are; (b) not in violation of any zoning laws; and (c) in compliance with the provisions of any instrument referred to in Paragraph 4 hereof. The Buyer or his agent may inspect the Premises within 48 hours to the Closing in order to determine whether the condition thereof complies with the terms of this paragraph.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of Closing the Premises do not conform with the provisions hereof, as the case may be. Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be. Seller shall give written notice thereof to Buyer at or before the time for performance hereunder, and Buyer may grant an extension for performance or at his option withdraw from the contract without recourse.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of any extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then at Buyer's option any payments made under this Agreement shall be forthwith refunded, together with any interest, and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION. Buyer shall have the election, at either the original or any extended time for performance, to accept such title to the Premises in its then condition as Seller can deliver and to pay therefor the Purchase Price without deduction, in which case Seller shall convey such title or deliver the Premises in such condition.

13. ACCEPTANCE OF DEED. The acceptance of a deed by Buyer, or Buyer's nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. ADJUSTMENTS. Real estate taxes for the then current municipal tax year shall be apportioned as of Closing, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by Buyer at the time of delivery of the deed.

16. ADJUSTMENT OF UNASSESSED AND ABATED TAXES. If the amount of said taxes referred to in Paragraph 15 above is not known at the time of the Closing, they shall be apportioned on the basis of the real estate taxes assessed for the immediately preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

17. BROKERAGE. Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them and Seller and Buyer agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with Seller or Buyer, as the case may be.

18. DEFAULT; DAMAGES. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer, together with all interest earned thereon, shall be retained by Seller as liquidated damages and this shall be Seller's sole and exclusive remedy at law or in equity for any default by Buyer under this Agreement. Should Seller default, all deposits made hereunder by Buyer, together with all interest earned thereon, shall be returned to Buyer and Buyer shall have all available remedies, including specific performance, and shall be entitled to his costs of enforcing this agreement, including reasonable attorneys' fees.

19. WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION.

(a) *By Seller.* Seller represents and warrants as of this date and as of each date through and including the Closing that:

(1) Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code.

(2) Seller is a Maine “resident” within the meaning of 36 M.R.S. § 5250-A.

(3) This Agreement and the performance hereof by Seller will not contravene any law, judgment, order, injunction, decree or any contractual restriction or arrangement binding on Seller or by which any of his assets or properties may be affected.

(4) No consent, approval, order or authorization of any court or other governmental entity is required to be obtained by Seller in connection with the execution and delivery of this Agreement or the performance hereof by Seller.

(5) There is no pending or, to the best of Seller’s knowledge, threatened action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Premises or any portion thereof, or which may adversely affect Seller’s ability to perform this Agreement, or which may affect the Premises or any portion thereof.

(6) The Premises are in material compliance with all statutes, ordinances, rules, regulations, orders and requirements of all federal, state and local authorities and any other governmental entity having jurisdiction over the Premises; and Seller has not received any notice from any such governmental entity of any violation of any of such statutes, ordinances, rules, regulations, orders and requirements.

(7) Seller does not know of, and has not received written notice of, any default or breach by Seller under any of the covenants, conditions, restrictions, rights-of-way or easements, if any, affecting the Premises or any portion thereof, and, to the best of Seller’s knowledge, no such default or breach now exists, and no event has occurred and is continuing which, with notice or the passage of time, or both, would constitute a default thereunder.

(8) Seller has not received any notice of assessment for benefits or betterments which affect the Premises and does not have knowledge that any such assessment is pending or threatened.

(9) To the best of Seller's knowledge, no portion of the Premises has ever been used as a landfill or as a dump to receive refuse or waste, and there is and has been no hazardous or toxic waste, substance matter, or material, as those terms may be defined from time to time by applicable state, local or federal law, stored in, on, or about the Premises. In the event any such waste, substance matter or material is discovered at the Premises any time prior to the Closing, Buyer may, at its option, terminate this Agreement by written notice to Seller, whereupon Seller shall return all sums paid hereunder by Buyer, and the parties shall be relieved of all future obligations hereunder.

(10) There is no underground oil storage facility located on the Premises.

(11) The Premises do not abut, on any boundary, farmland which has been registered pursuant to 7 M.R.S. § 51 et seq.

(12) The Premises are not within the shoreland area as defined in 38 M.R.S. § 435.

(13) No work has been performed or is in progress at, and no materials have been furnished to, the Premises or any portion thereof which may give rise to mechanic's, materialmen's or other liens against the Premises or any portion thereof.

(14) The person executing and delivering this Agreement has full authority and has received all necessary approvals to do so.

(b) *Survival.* Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the Closing and shall survive the Closing and any termination of this Agreement. Buyer and Seller each agree to indemnify and hold harmless the other from and against any liability, cost, damage, loss, claim, expense or cause of action (including, but not limited to, attorneys' fees and court costs) incurred by or threatened against such other party as a result of any breach of the indemnifying party of any of the covenants, warranties or representations contained in this Agreement. This Agreement to indemnify and hold harmless shall survive the Closing.

20. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

(b) Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed as follows:

To Seller: West Falmouth Baptist Church
18 Mountain Road
Falmouth, Maine 04105

To Buyer: Homestead Acres, LLC
c/o Chase Excavating, Inc.
50 Gray Road
Falmouth, Maine 04105

with copy to: Frank K. N. Chowdry, Esq.
F. K. N. Chowdry Chartered, LLC
120 Exchange Street, Fourth Floor
Portland, Maine 04101

and such notice shall be deemed delivered when so posted. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(d) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely express their entire agreement.

(e) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

(f) The parties have reviewed, or have had the opportunity to review, this agreement with their counsel and agree that the normal rules of construction, which dictate that any ambiguities in this agreement are to be resolved against the drafting party, shall not be employed in the interpretation and enforcement of this agreement

(g) If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following (check only one):

(1) Binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision ();

(2) Nonbinding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit (); or

(3) Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences (**X**).

IN WITNESS WHEREOF, the parties hereto have executed or causes this instrument to be executed as of the date and year first-above written.

WITNESS:

HOMESTEAD ACRES, LLC

David Chase

By: *David Chase*
David Chase
Its Sole Manager and Member

CHASE EXCAVATING, INC.

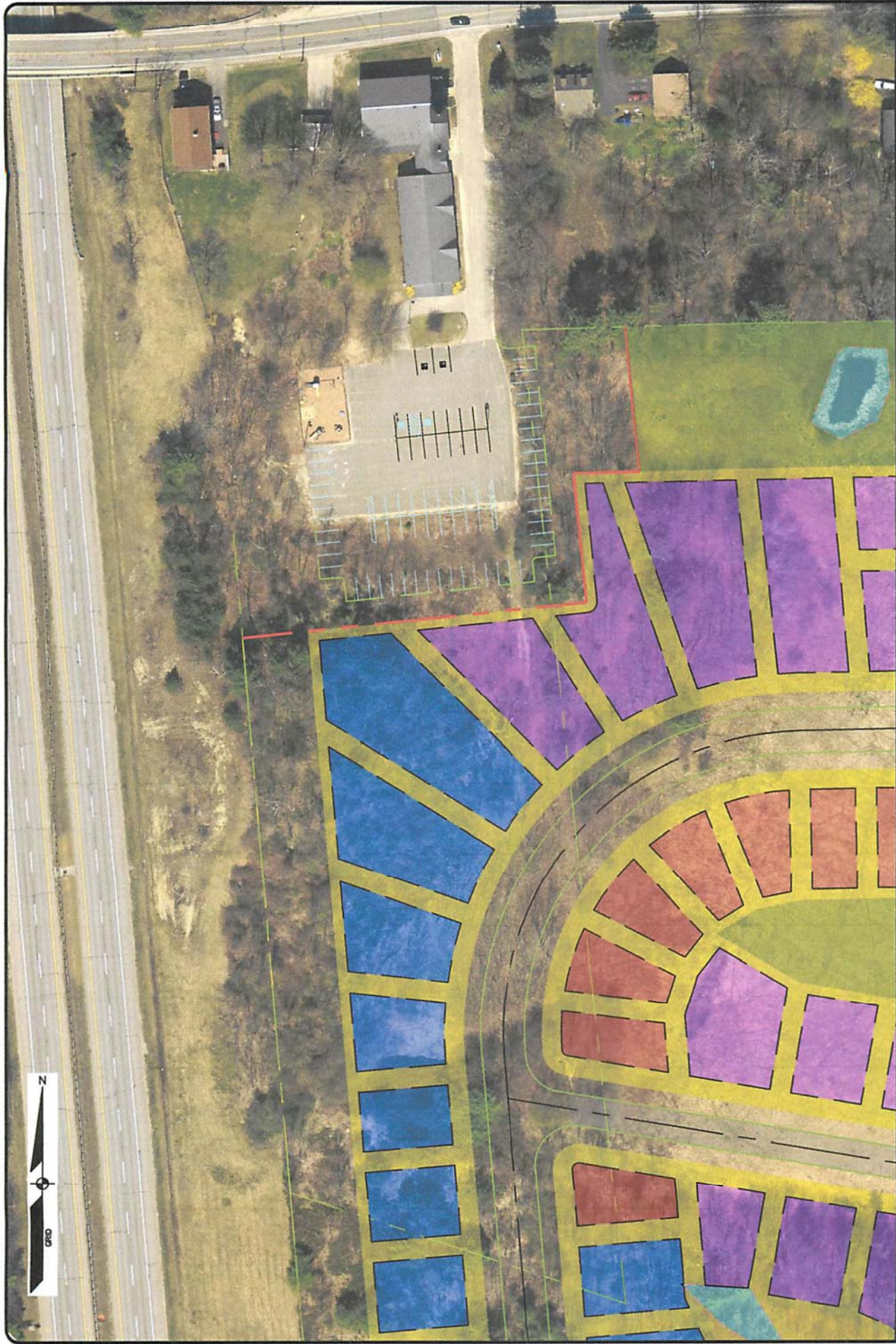
David Chase

By: *David Chase*
David Chase
Its President

WEST FALMOUTH BAPTIST CHURCH

Joanne Hamilton

By: *Joanne Hamilton*
Trustees
Its *Trustees*



CHURCH PARKING SKETCH
OF

SCALE: 1"=100'

DATE: 4/14/17

SHEET: 1 OF 1

FOR: CHASE EXCAVATING
56 GRAY ROAD, FALMOUTH, MAINE

LOCATION: MOUNTAIN ROAD
FALMOUTH, MAINE

SEBAGO
TECHNICS

WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd. 250 Goddard Rd.
South Portland, ME 04106
Tel. 207-200-2100 Fax 207-783-9556

QUITCLAIM DEED WITH COVENANT


KNOW ALL PERSONS BY THESE PRESENTS THAT, Longcreek, LLC, Trustee of the **LONGCREEK REALTY TRUST**, a Maine Trust, in consideration of one dollar and other valuable consideration paid, grants to **HOMESTEAD ACRES, LLC**, a Maine limited liability company, whose mailing address is 50 Gray Road, #1, Falmouth, Maine 04105, with **QUITCLAIM COVENANT** the premises situated in Falmouth, Maine, more particularly known as Tax Map R07, Lot 156 and further described on Exhibit A attached hereto and made a part hereof.

Being the same premises conveyed to the within Grantor Longcreek Realty Trust by Deed of Mary Catherine Regan, dated March 17, 2016, recorded in the Cumberland County Registry of Deeds in Book 33354, Page 233.

IN WITNESS WHEREOF, the said Andre Bellucci, Manager of Longcreek, LLC, Trustee of the Longcreek Realty Trust has signed and sealed this instrument on April 7, 2017


Witness

Longcreek Realty Trust



Andre Bellucci, Manager of Longcreek, LLC, It Trustee

STATE OF MAINE
COUNTY OF CUMBERLAND

April 7, 2017

Then personally appeared the above-named Andre Bellucci, Manager of Longcreek, LLC, Trustee of Longcreek Realty Trust who acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Longcreek Realty Trust.

Before me,


Thomas F. Jewell, Attorney-at-Law

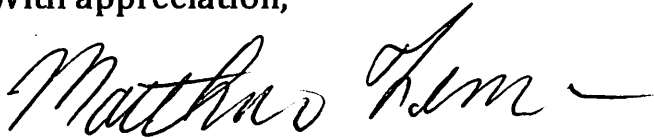
April 12, 2017

To: The Town Of Falmouth

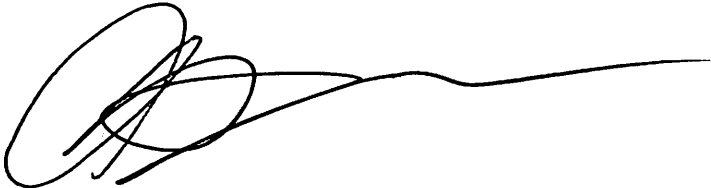
From: Turning Point Development, LLC
Matthew and Andrea Ferrante

This letter is to serve as verification that we have given David Chase permission to include our land behind 100 Gray Rd. in the contract zone application he is submitting to the Town Of Falmouth.

With appreciation,

A handwritten signature in black ink, appearing to read "Matthew Ferrante", with a long horizontal flourish extending to the right.

Matthew Ferrante

A handwritten signature in black ink, appearing to read "Andrea Ferrante", with a long horizontal flourish extending to the right.

Andrea Ferrante

Comprehensive list of the Zoning Variations Requested for the Homestead Acres Project

CH II-19-14 Village Mixed Use District (VMU)

| | Current | Proposed |
|--|-----------|----------|
| 1. Minimum Lot Width | 150 feet | 50 feet |
| 2. Maximum Lot Coverage | 35% | 40% |
| Minimum setbacks for residential lots: | | |
| 3. Front | 25 feet | 15 feet |
| 4. Side | 15 feet | 8 feet |
| 5. Rear | 15 feet | 8 feet |
| Minimum setbacks for Retail/Commercial lots: | | |
| 6. Front | 25 feet | 0 feet |
| 7. Dwelling Unit density allowance (sq ft per unit) (both with public sewerage) | 10,000 sf | 7,500 sf |

Appendix 7-5-E Street Design Standards

| | Current | Proposed |
|--|----------|----------|
| 8. Minimum Distance Between Intersections on the same side: | 300 feet | 200 feet |
| 9. Collector Street Minimum Pavement Width | 34 feet | 28 feet |
| 10. Subcollector Street Minimum Pavement Width | 30 feet | 24 feet |

Sec.19-69 Rate of Residential Growth

11. Adding item 6 under item d "Exemptions": 50%of each phase of subdivision from the growth cap. With an estimated 4 phases of construction for this project.
12. Item 7 includes house lots restricted to an individual 55 years old or older. Since some houses will be under construction as spec houses if a growth permit was issued for that house and then it is deed restricted to an elderly housing lot that growth permit would be transferable to another lot within the subdivision.
13. We have included a declaration of Affordable Housing Covenants to be utilized for the "affordable housing" exception of 19-69-d-4.
14. We request an exemption from growth permit status for the 48 units of apartments. In turn we will dedicate 5 of the 48 units to 55 years of age or older.

Sec. 19-42 Multi family dwelling

15. Current town standard: *A multi family dwelling shall contain no more than six dwelling units. On a site with more than one two family or multi family dwelling, each dwelling shall contain an average of four or fewer dwelling units.* Proposed for this contract zone: Multi family dwelling shall contain no more than 12 dwelling units per building with no per property limit on the number of 12 unit buildings.



PART II CODE OF ORDINANCES

CH. II-19 ZONING AND FLOODPLAIN MANAGEMENT

FOOTNOTE(S):

--- (1) ---

Editor's note— The zoning, flood prevention and protection and site plan regulations of the town are not printed in this Code, but are on file in the town clerk's office.

Editor's note— At the city's instruction, Ord. of Sept. 24, 2007, Arts. I—XV, set out provisions intended for inclusion with Ch. [II-19](#). For purposes of clarity, and at the editor's discretion, these provisions have been included as Art. [II-19-2](#).

Cross reference— Boundaries of the town, § [2-2](#); provisions for notices for nuisances, signs, dangerous, unsafe, dilapidated buildings, and any other action the expense of which may be collected from the property owner, § [2-3](#); board of appeals, § [2-60](#) et seq.; parks and community programs advisory committee, § [2-85](#) et seq.; planning board, § [2-95](#) et seq.; waterfront and harbor committee, § [2-115](#) et seq.; division of planning, § [2-246](#); division of code administration functions, § [2-248](#); animals, Ch. [II-3](#); buildings and building regulations, Ch. [II-4](#); condominium conversion regulations, § [4-100](#) et seq.; land subdivision, Ch. [II-7](#); licenses, permits and business regulations, Ch. [II-8](#); marine activities, structures and ways, Ch. [II-9](#); junked and abandoned motor vehicles prohibited on public and private property, § [12-3](#); solid waste regulations, Ch. [II-13](#); swimming pools, Ch. [II-15](#); traffic and motor vehicles, Ch. [II-17](#); utilities, Ch. [II-18](#); certain discharges into the public sewer system prohibited, § [18-190](#) et seq.

ART. II-19-1. IN GENERAL

Div. II-19-1-3. ESTABLISHMENT OF DISTRICTS

Sec. 19-14 Village Mixed Use District (VMU)

To establish within the Town of Falmouth areas for small scale, low intensity nonresidential uses which are compatible with the residential character of the district. Areas designated as VMU are areas with historical development patterns as village centers.

| Permitted Structures and Uses | Conditional Uses |
|---|---|
| A. Retail and service establishments with less than 5,000 SF of gross floor area B. Professional offices C. Art and craft studios D. Tradesman's offices E. Restaurants (not including carry-out or drive through restaurants) with less than sixty seats F. Museums G. Bed and Breakfast establishments H. Single family detached dwellings I. Two Family J. Multi Family K. Residential planned developments L. Municipal buildings and uses M. Accessory buildings and uses N. Accessory Dwelling Units O. Tier I Personal Wireless Service Facilities [Adopted, 4/25/05] P. Tier II Personal Wireless Service Facilities [Adopted, 4/25/05] Q. Commercial Schools with less than 5,000 SF of gross floor area R. Grocery Retail with less than 5,000 SF of gross floor area S. Essential Services** [Adopted, 7/28/2014] | A. Cemeteries B. Day care centers C. Day care homes D. Churches E. Health institutions F. Libraries G. The conversion of an existing structure into multi-family housing with no more than three dwelling units H. Congregate care facilities I. Home occupations J. Veterinary Clinic [Amended, 7/22/91] K. Elderly Boarding Home [Adopted, 5/28/96] L. Outdoor Eating Areas [Adopted, 5/28/96] |
| **[Note: establishment of an essential service that includes vehicular access or structures requires site plan approval by the Planning Board.] | |

| | Min. Lot Area (Sq ft) | Min. Lot Width | Max. Lot Coverage | Min. Setbacks | | | Dwelling unit density allowance (sq ft per unit) |
|----------------|-----------------------|----------------|-------------------|---------------|------|------|--|
| | | | | Front | Side | Rear | |
| All other uses | -- | 150 ft. | 35% | 25 | 15 | 15 | 10,000 with public sewerage - 20,000 w/o public sewerage |

Proposed revisions:

50 ft.

40%

15

8

8

7,500 with public sewerage

Additional Standards**0 foot front setback for retail/commercial uses.**

- The conversion of an existing building or structure to another use shall be permitted only if off-street parking can be provided to meet the requirements of Section [19-38](#).
- The enlargement of an existing building or structure shall be permitted only if off-street parking can be provided to meet the requirements of Section [19-38](#).
- Any modification of any existing building or structure including, without limitation, any enlargement or change in use which results in an increase in the level of traffic generation, shall be permitted only if the vehicle entrance(s) meets the sight distance requirements set forth in Section [19-140](#) or improvements will be made to meet this requirement.
- Notwithstanding the setback requirements above and in subsection [19-136.c](#), the area between the front lot line and a line drawn at the actual front setback depth and parallel to a straight line connecting the intersections of the front lot line with the side lot lines shall not be used for parking or service and shall be maintained as landscaped area except for necessary access roads and pedestrian ways.
- In areas where the existing buildings have an established uniform setback relationship to the street, any new building or modification to an existing building shall maintain this established relationship notwithstanding the setback provisions of this section. An established uniform setback relationship is deemed to exist when the actual front setbacks for the two adjacent parcels on either side of and fronting on the same street as the subject parcel are within +/- 5 feet of the average actual front setback for the four (4) parcels. For lots near intersections, the parcels on the opposite side of the intersection and on the same side of the street shall be considered for this determination if necessary.

Effective on: 7/11/2016

5. Whenever a subdivision street continues an existing street that formerly terminated outside the subdivision, or it is expected that a subdivision street will be continued beyond the subdivision at some future time, the classification of the street will be based upon the street in its entirety, both within and outside of the subdivision.
6. In the event that a higher street classification is required because of off-site street upgrades or potential extensions, the developer(s) is (are) eligible for a negotiated exactions agreement under Section 7-12. D. of the Subdivision Ordinance, so that subsequent developers that connect to the street(s) shall pay a proportional share of the added construction costs.

D. Private Streets and Reserve Strips:

1. There shall be no reserve strips controlling access to streets, except where the control of such strips is placed with the Town under conditions approved by the Planning Board.
2. Private streets may be approved by the Planning Board if they meet the street standards set forth in this ordinance, except that subdivisions of 5 lots or less may be approved with unpaved private streets, provided that all other design requirements are met and the plan contains a note to the effect that the Town cannot accept the street until it is brought into conformance with all street standards.
3. Minor subdivisions containing 3 lots or less may be approved with unpaved private ways, providing that all design requirements of Section 19-60 of the Zoning and Site Plan Review Ordinance are met. Private ways are not, however, permitted in major subdivisions as a means to create additional rear lots. [Adopted, 4/24/00]

E. **Street Design Standards** [Amended 5/22/89, 6/16/97] 1. Dimensions for Street Construction.

All streets shall be designed to conform to the standards and schematic drawings contained herein.

| Descriptions | Type of Street | |
|----------------------------|------------------------|-------------|
| | Collector/Subcollector | Local Minor |
| Minimum Right-of-Way Width | 60' | 50' |
| Shoulder Width | 6' | 4' |
| Minimum Grade | 0.5% | 0.5% |
| Maximum Grade | 8%* | 8%* |
| Minimum Centerline Radius | 230'** | 150'** |

* Road sections of less than 500' lengths can add 1% to the maximum grade, provided that such sections of 9% grade are separated by a minimum distance of 500'.

** For road sections with more that 5% grade, add 50' to the centerline radius for every 1% of grade over 5%.

| Descriptions | Type of Street | |
|---|------------------------|-------------|
| | Collector/Subcollector | Local Minor |
| Minimum Tangent Between Curves of Reverse Alignment | 200' | 100' |
| Roadway Crown | ¼"/ft. | ¼"/ft. |
| Minimum Angle of Street Intersections | 60 | 60 |
| K Factor - Crest Vertical Curve | 30 | 15 |
| K Factor - Sag Vertical Curve | 35 | 20 |

| | | |
|---|-----|-----|
| Design Speed - MPH | 30 | 25 |
| Maximum Grade at Intersections (within 75' of intersection) | 3% | 3% |
| Curb Radii at 90 Intersections | 20' | 15' |
| Curb Radii at 60 to 90 Intersections | 30' | 30' |
| Curb Radii at 90 to 120 Intersections | 40' | 30' |
| Minimum Property Line Radii at Intersections | 10' | 10' |
| Sidewalk Width | 4' | 4' |

2. Sight distances - Minimum safe sight distances at intersections shall be determined by analyzing the streets per the standards of the Transportation and Traffic Engineering Handbook. New street entrances onto arterials, collectors, or subcollectors shall require a full traffic study, unless waived by the Planning Board upon recommendation of the Town Engineer. [Amended 5/22/89].
3. Minimum Distance Between Intersections - New street entrances onto existing or proposed streets shall be separated per the table below:

| | Arterial | Collector/Subcollector | Local/Minor |
|---|----------|------------------------|---------------------------|
| Minimum Distance Between Intersections | | | |
| Same Side | 400' | 400' | 300' 200' proposed change |
| Opposite Sides | 300' | 250' | 150' |

4. Pavement Widths and Sidewalks - Pavement width and sidewalk requirements for each of the street construction classifications shall be as indicated in the following table: [Amended 5/22/89].

| Street Type | Minimum PavementWidth (in feet) | SidewalkRequirement* |
|--------------|---------------------------------|----------------------|
| Collector | 34' 28' | One side |
| Subcollector | 30' 24' | One side |
| Local | 24' | One side |
| Minor local | 22' | None |

* Sidewalks may be waived by the Planning Board in the RC and FF Districts

5. Dead End Streets

- a. This section applies to local and minor local streets only. Dead end streets are permitted to provide access to residential neighborhoods in a way that discourages through traffic, limits travel distances from residences to collector roads, keeps traffic volumes and speeds low, and provides a quiet neighborhood setting. To achieve these goals while developing a coordinated street network as described in Subsection (C) of this appendix, dead ends should only be used in locations where it is unlikely that there will be a need for interconnections between adjacent subdivisions and the existing or proposed street network.
In those cases where the Planning Board allows a dead end street with no through connection for vehicular traffic, the Board shall require pedestrian and bicycle connections. [Amended 6/16/97, 4/26/04]
- b. Presentation of special design, discussion and written permission by the Planning Board shall be a requirement for those conditions that may require a dead end street under the category of Subcollector, Collector, Industrial, or Commercial. [Amended 6/16/97]

Date: _____

Application number: _____

Residential Growth Permit Application Falmouth, Maine

I hereby apply for a residential Growth Permit for the construction of single family dwelling in accordance with Section 19-69 of the Falmouth Code of Ordinances. I certify that I am the owner of the property described below and that the information provided in this application is true and correct to the best of my knowledge.

Signed: _____ Date: _____

1. Name and Mailing address of applicant: _____

2. Location for Growth Permit requested¹: Map _____ Lot _____

3. Evidence of ownership – Attach a copy of deed or proposed deed and Purchase & Sale agreement:

Book & Page Number: _____ Date of Filing: _____

4. Description of building: General Style: _____

Height of building: _____ feet

Area of the Footprint: _____ square feet

Gross Floor Area: _____ square feet

5. Attach completed building permit application, including plot plan and 2 sets of plans.

Building Permit number: _____ (to be completed by Code Office).

Application received by Administrative Assistant: _____ date: _____

Application approved by CEO: _____ date: _____

¹ The Growth Permit covered by this application will be issued only for the lot identified above. The application and/or resulting Growth Permit may not be transferred to another lot (19-69, h)

Sec. 19-69 Rate of Residential Growth [Adopted 7/24/00] [Amended 4/28/03; 5/24/04; 12/19/06; 5/13/13; 7/11/16]

- a. Applicability** - A development permit is required for the construction of new dwelling units as required below.
- b. Legal authority** - This section is adopted pursuant to Home Rule Powers as provided for in Article VIII-A of the Maine Constitution and 30-A M.R.S.A. §2101 et seq., and as provided for in Title 30-A M.R.S.A. §4360.
- c. Purpose** - The purpose of this section is to:
 - 1. Provide for the local housing needs of the Towns existing residents;
 - 2. Plan for continued residential population growth of the Town at a rate that is compatible with the orderly and gradual expansion of community services, including education, fire and police protection, road maintenance, waste disposal, health services, etc.;
 - 3. Avoid a situation in which the rapid completion of major subdivisions, housing many families with school-age children, could outstrip the towns capability to expand its schools and other services soon enough to avoid serious overcrowding; and
 - 4. Ensure fairness in the allocation of building permits.
- d. Exemption** – The following are exempt from the provisions of this section:
 - 1. The repair, replacement, reconstruction or alteration of any existing residential building or structure;
 - 2. The repair, replacement, reconstruction, construction or alteration of a nonresidential building or structure;
 - 3. The repair, replacement, reconstruction, construction or alteration of congregate housing, elderly boarding homes, and housing units located in a RCOD;
 - 4. The repair, replacement, reconstruction, construction or alteration of any dwelling unit meeting the definition of affordable housing; and
 - 5. The repair, replacement, reconstruction, construction or alteration of any dwelling unit in the VC Districts.

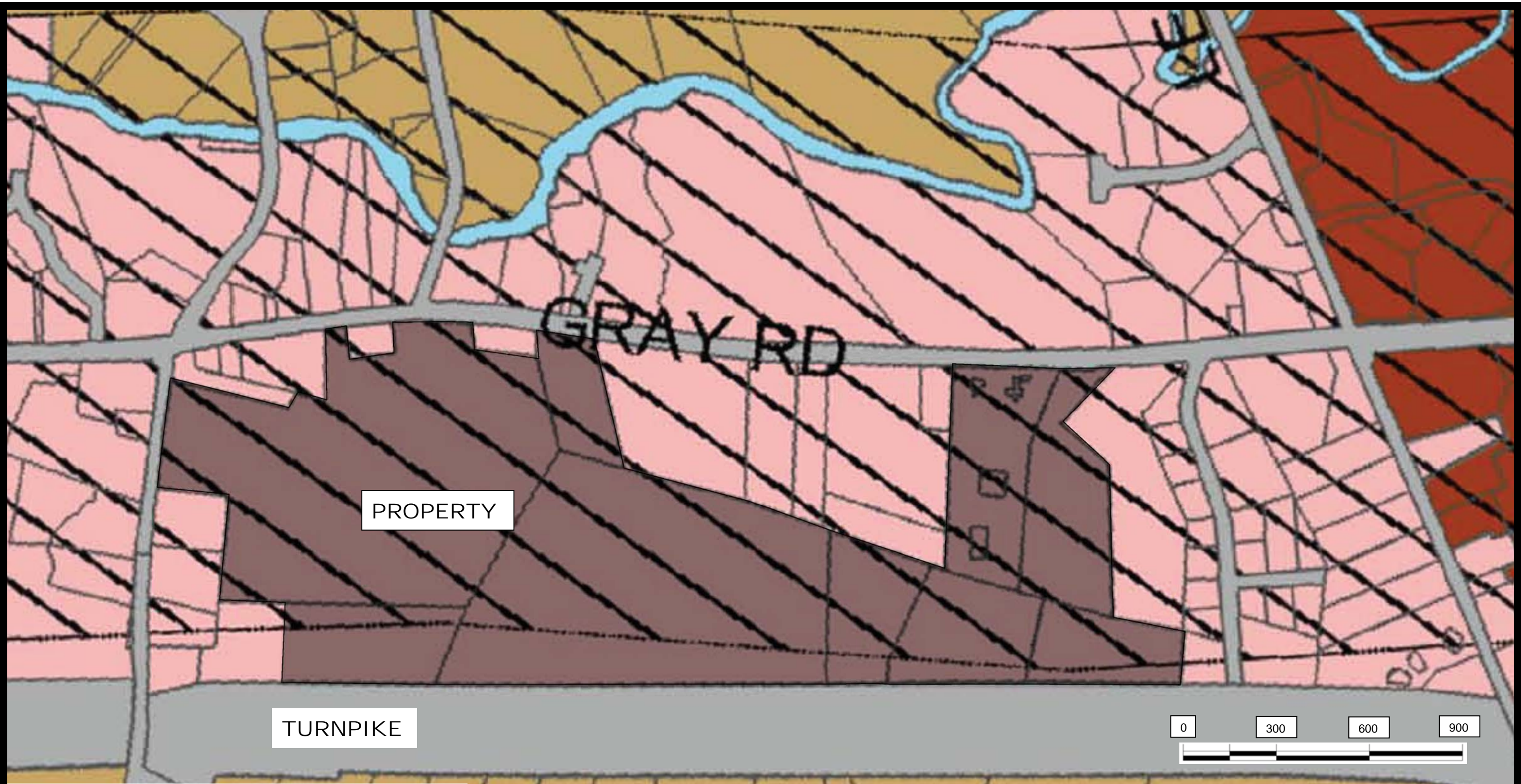
6. 50% of each phase of the subdivision.

7. 55 and older house lots
- e. Maximum rate of residential growth.**
 - 1. Town Wide Growth Cap.** The maximum number of development permits issued in any calendar year shall be limited in the manner prescribed below. For the calendar year 2016, the number of permits shall be half of the total listed, with odd numbers being rounded up to the next whole number.
 - a. No more than 65 development permits total for new single family detached dwelling units, two-family dwelling units and manufactured housing units combined.
 - b. No more than 24 development permits for new multi family dwellings.
 - c. No more than 20 development permits for new accessory dwelling units.

2. Growth Cap applicable to F (Farm and Forest) and HL (Highland Lake) Districts Only.

The maximum number of growth permits issued in any calendar year shall be limited in the manner prescribed below. For the calendar year 2016, the number of permits shall be half of the total listed.





- a. No more than 26 development permits total for new single family detached dwelling units, two-family dwellings and manufactured housing units combined.
 - b. No more than 8 growth permits for new accessory dwelling units.
- f. **Periodic review.** This section shall be reviewed by the Town Council periodically (but not less frequently than once every three years), to ensure that the annual maximum growth rate has not become inconsistent with the Town's capital improvement capability to establish or enlarge needed public facilities and services, and to be in compliance with Title 30-A M.R.S.A §4360.
- g. **Issuance procedure** - Development permits shall be issued in conjunction with a building permit.
- h. **Transferability** - A development permit shall only be valid for construction of the associated dwelling unit at the time the permit is issued. The development permit may be transferred to new owners of the unit if conveyed.

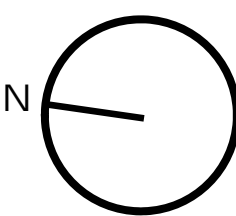


Proposed Contract Zoning
Existing Zoning Map

Hothem, et al. properties
Route 100, Falmouth, ME

Legend

| | |
|--|---|
|  | CO Route 100 Corridor (1,000' from Rte 100) |
|  | VMU Village Mixed Use |
|  | RD Residential D |
|  | WFCMPD West Falmouth Crossing Master Plan |


N

Scale: 1" = 300'
Project No.: 16137


SEBAGO
TECHNICS

5/3/17
Page 1 of 1

Parcels within, partially within, and abutting the proposed Homestead Farms Subdivision

| MBLU | Location | Owner Name | Co-Owner Name | Address 1 | City, State, Zip |
|-------------|-----------------|--------------------------------------|-----------------------|------------------|-------------------------|
| R07/ 157 | TURNPIKE | HOTHEM CHARITABLE REMAINDER UNITRUST | SCOTT HOTHEM TRUSTEE | 10 FISKE RD | HOLLISTON, MA 01746 |
| R07/ 158 | TURNPIKE | HOTHEM CHARITABLE REMAINDER UNITRUST | SCOTT HOTHEM TRUSTEE | 10 FISKE POND RD | HOLLISTON, MA 01746 |
| R07/ 158/ A | TURNPIKE | HOTHEM CHARITABLE REMAINDER UNITRUST | SCOTT HOTHEM TRUSTEE | 10 FISKE RD | HOLLISTON, MA 01746 |
| U43/ 10/ B | GRAY RD | HOTHEM CHARITABLE REMAINDER TRUST | SCOTT HOTHEM TRUSTEE | 10 FISK POND RD | HOLLISTON, MA 01746 |
| R07/ 156 | TURNPIKE | HOMESTEAD FARMS | C/O DAVE CHASE | 50 GRAY RD | FALMOUTH, ME 04105 |
| U42/ 15 | 4 MOUNTAIN RD | HOTHEM MAURICE | HOTHEM PATRICIA | 4 MOUNTAIN RD | FALMOUTH, ME 04105 |
| U43/ 12/ A | TURNPIKE | WEST FALMOUTH FREE BAPTIST | | 18 MOUNTAIN RD | FALMOUTH, ME 04105 |
| U44/ 35 | 100 GRAY RD | TURNING POINT DEVELOPMENT LLC | C/O FERRANTE ANDREA N | 13 GRETA WY | FALMOUTH, ME 04105 |
| U44/ 35/ C | GRAY RD | TURNING POINT DEVELOPMENT LLC | C/O FERRANTE ANDREA N | 13 GRETA WY | FALMOUTH, ME 04105 |
| U42/ 11 | 154 GRAY RD | AKERSON TINA M | | 154 GRAY RD | FALMOUTH, ME 04105 |
| U42/ 14 | 2 MOUNTAIN RD | TWO MOUNTAIN ROAD LLC | | 376 FALMOUTH RD | FALMOUTH, ME 04105 |
| U42/ 16 | 12 MOUNTAIN RD | PORTER JULIE F | | 12 MOUNTAIN RD | FALMOUTH, ME 04105 |
| U42/ 17 | 16 MOUNTAIN RD | DYER STEPHEN J | | 16 MOUNTAIN RD | FALMOUTH, ME 04105 |
| U42/ 18 | 18 MOUNTAIN RD | WEST FALMOUTH BAPTIST CHURCH | | 18 MOUNTAIN RD | FALMOUTH, ME 04105 |
| U43/ 11 | 134 GRAY RD | GOSSELIN PAULETTE T & | OBRIEN MARY E | 134 GRAY RD | FALMOUTH, ME 04105 |
| U43/ 13 | 144 GRAY RD | W W W INC | | 144 GRAY RD | FALMOUTH, ME 04105 |
| U43/ 8 | GRAY RD | MORRISON & SYLVESTER INC | | 110 GRAY RD | FALMOUTH, ME 04105 |
| U43/ 9 | 114 GRAY RD | WINSLOW STEFAN | | 114 GRAY RD | FALMOUTH, ME 04105 |
| U43/ 10 | 124 GRAY RD | BELL GERALD W & | BELL TANNIA M | 124 GRAY RD | FALMOUTH, ME 04105 |
| U43/ 10/ A | 116 GRAY RD | EASTERN SHORE PROPERTIES LLC | | 116 GRAY RD | FALMOUTH, ME 04105 |
| U43/ 8 | GRAY RD | MORRISON & SYLVESTER INC | | 110 GRAY RD | FALMOUTH, ME 04105 |
| | MAINE TURNPIKE | MAINE TURNPIKE AUTHORITY | | 2360 CONGRESS ST | PORTLAND, ME 04102 |

LEGEND

PARCELS WITHIN PROJECT AREA

PORTION OF THESE PARCELS ARE INCLUDED IN PROJECT AREA

PARCELS ABUT PROJECT AREA

Viewshed Analysis from adjacent Roads

Of concern to the community and the developer is the viewsheds of the project. A viewshed is defined as the geographical area of a project that is visible from a particular location, as in the adjacent roadways. It includes all surrounding points that are in line-of-sight with that location and excludes points that are beyond the horizon or obstructed by terrain and other features. The community is concerned that the project does not overwhelm the setting that it is in and appears to fit into the natural landscape. The developer wishes for the project to be appealing and inviting for the prospective buyer to reside in the community.

The three locations from which the project may be visible include Gray Road (Route 100), Mountain Road and Interstate 95 (turnpike). Viewsheds will be affected by the heights of the proposed structures as well as the relative heights of, the setbacks of and the clear openings between the point of perspective and the project location.

From the Gray Road the Mountain Roads, the residential lots are set back at least 225'± from the right-of-way line and the multi-family section is setback 325'±. In all cases, there will be either existing residential lot with wooded buffer, existing commercial area, wooded/natural area or in the future, commercial development between the right-of-way and development. From a pedestrian or a person in a vehicle on the adjacent roadway, the development will be mostly shielded from view with the exception of leaf off condition where partial visibility will be possible with minor visibility of house lights during nighttime hours.

As the project is a residential project with a mix of single family homes and modest multi-family structures, the height of the structures will be consistent with other structures in the neighboring areas. The larger of the single-family homes will most likely be two to two and a half stories or 25' to 30' high and the proposed multi-family structures will be 38' high. From a vehicle or pedestrian perspective, the tops for the structures would not be visible above the existing vegetation or commercial structures. Although the grade of the project is higher than the roadway in some areas, the differential is not excessive as one would see in the western mountains; therefore, with the close proximity of the viewer to vegetation or intervening structures between the viewer and the development, the tops of structures in the project would not be visible.

As mentioned above, the residential portion of the project is setback from the adjacent right-of-ways. There will be three entries into the project from the adjacent roadways. The southernmost entry off the Gray Road curves to south and it would be expected that a passing individual or vehicle might see 1 or 2 of the single-family lots. The other two entries are relatively straight and lead into the roundabout shown on the concept plan. In both cases, the roundabout is approximately 500'+ from the right-of-way. As with the southerly most entry, it anticipated that one or more of the residential structures may be briefly visible.

Relative to the turnpike, there is a proposed 25'+ buffer between the lots and the turnpike right-of-way. Even if the Turnpike Authority were to clear to the right-of-way, as recently occurred, there will still be vegetation between the right-of-way and proposed lots. As the adjacent areas of the development will be single family lots, it is expected that the heights of the structures will not be visible above the canopies of the trees. As with the other roads, there may be some visibility of house lights during leaf off condition; however, based upon speed of travelers on the turnpike, the view will be brief and fleeting.

**HOMESTEAD FARMS SUBDIVISION
CONTRACT ZONING AGREEMENT AMONG
THE TOWN OF FALMOUTH, MAINE,
HOMESTEAD ACRES, LLC, TURNING POINT DEVELOPMENT, LLC,
MAURICE AND PATRICIA HOTHEN CHARITABLE REMAINDER UNITRUST,
MAURICE AND PATRICIA HOTHEN AND
WEST FALMOUTH FREE BAPTIST CHURCH**

This Contract Zoning Agreement made as of the ____ day of _____, 2017, by and among the Town of Falmouth, a body corporate and politic, located in the County of Cumberland and State of Maine (hereinafter the "Town"); Homestead Acres, LLC, having a mailing address of 50 Gray Road, Falmouth ME 04105; Turning Point Development, LLC, having an address of 13 Greta Way, Falmouth, ME 04105; Maurice and Patricia Hothem Charitable Remainder Unitrust, Maurice and Patricia Hothem, all having a mailing address of 10 Friske Pond Road, Holliston, MA 01746; and the West Falmouth Free Baptist Church, having an address of 18 Mountain Road, Falmouth, ME 04105, pursuant to the Contract Zoning provisions of Part II Code of Ordinances (the "Ordinance" or "Zoning Ordinance"), Chapter II-19 Zoning and Floodplain Management, Division II-19-1-3. Establishment of Districts, Section 19-26.5 Contract Zoning. Homestead Acres, LLC, Turning Point Development, LLC, Maurice and Patricia Hothem Charitable Remainder Unitrust, Maurice and Patricia Hothem and West Falmouth Free Baptist Church are collectively referred herein as the "Owners"; Homestead Acres, LLC and Turning Point Development, LLC are collectively referred herein as the "Developers." The Town and the Developers are collectively referred to herein as the "Parties." Capitalized terms not otherwise defined herein shall have the meaning set forth in the Ordinance.

WHEREAS, Homestead Acres, LLC, Turning Point Development, LLC, Maurice and Patricia Hothem Charitable Remainder Unitrust, Maurice and Patricia Hothem and West Falmouth Free Baptist Church ("Owners") are the owners of certain real estate located off of the Gray and Mountain Roads in Falmouth, Maine consisting of approximately 40.78 acres, and identified on Town Assessor's Tax Map R07 as lots 156, 157, 158 and 158A, Tax Map U42 as lot 15, Tax Map U43 as lots 10B and 12A and Tax Map U44 as Lot 35C and as described in instruments recorded in the Cumberland County Registry of Deeds at Book 33354, Page 233, Book 33742, Page 111, Book 33736, Page 184, Book 3069, Page 56 and Book 22980, Page 325. Said real estate as shown on Exhibit A is the subject of this Agreement (the "Property"); and

WHEREAS, the Village Mixed Used Zoning District (VMU) and the present zoning requirements of the Ordinance which affect the various parts of the Property, do not permit the necessary dimensional required for the proposed development; and

WHEREAS, Developers desire to development the property as Homestead Farms Subdivision, a development containing a mixture of single family residential homes and multi-family living units including affordable housing, age restricted housing and market rate housing (the “Project”); and

WHEREAS, Developers have requested a rezoning of the Property to permit the dimensional criteria necessary for proposed development of the Property; and

WHEREAS, the Property contains certain wetlands and environmental features that will be maintained and preserved; and

WHEREAS, the project area is identified in the 2013 Comprehensive Plan, adopted pursuant to Title 30-A Maine Revised Statutes, Chapter 187, Sub-part 6- A (hereafter “Comprehensive Plan”), as a proposed commercial and mixed use growth area (Route 100/26 Area). The proposed contract zoning will allow the incorporation of the residential component for the area while the entry from the Route 100 allows for the retention of the commercial use(s) along the Route 100 frontage.

WHEREAS, under the Residential Growth Areas of the Comprehensive Plan, the Plan recommends that the growth share within the Route100/26 area increase “from less than 50% to a significant majority share of all new residential growth.” The proposed contract zoning will increase the development within the area to meet this goal. Furthermore, the incorporation of residential growth within this area of the project help to minimize growth within the rural areas of the Town.

WHEREAS, the Comprehensive Plan states a preference for more of the growth area to be accessible to public sewer service. The proposed contract zoning will make the extension of sewer into this development area more affordable based upon the projected development population and provide the potential for more affordable housing units within the development.

WHEREAS, the Comprehensive Plan calls out the Route 100/26 Area as a potential for compact development. The contract zoning will allow smaller lots and with the incorporation of open space and preservation of natural resource areas.

WHEREAS, the Comprehensive Plan further mentions generally and specifically to the Route 100/26 area, the desirability for pedestrian/bicycle connectivity. The contract zoning will allow for connections through several individual parcels for pedestrian interconnectivity to the Route 100/26 commercial corridor.

WHEREAS, the Project serves the public interest by providing for the pedestrian and family residential components of the Comprehensive Plan to complement the village/neighborhood commercial component that is the basis of the Route 100/26 growth area. The Project will incorporate land from several abutters into the master plan/contract zoning. The Project will make it possible to extend utilities and public infrastructure into the residential areas that will allow greater affordability of the proposed homes. The contract zoning will allow this result with the incorporation of substantial open space and preservation of natural areas. This proposed

contract zoning meets the visions/focus of both the Long-Range Planning Committee and Route 100 Study Committee.

More specifically, relative to housing, it will:

- Provide several types of homes which will allow to a range of income brackets and age groups.
- Provide approximately 30% of the project as affordable housing that will meet the state guidelines for affordable homes, rental apartments or homes for 55 and over.
- Provide opportunities for younger generation to stay in Falmouth with low to moderate prices on single-family homes.
- Provide the density in a place that serves the Town's comprehensive plan.

Relative to pedestrian/public Access, it will:

- Provide walkable trails open to the public; trails will be dedicated to the Town.
- Provide three (3) public parks; one with a playground and multi-purpose play area. Parks will be dedicated to the Town.
- Provide vehicular, bicycle and pedestrian connectivity throughout the neighborhood. Provides multiple entrances and exits onto Route 100 and Mountain Road.
- Provide access for other property owners on Route 100 as well as the public. Currently, most properties do not have a way to move freely around the land and walk or bike anywhere in the area.
- Provide the ability to preserve and rehabilitate the old railroad path into walking trail.
- Provide access and additional resources for abutting church and local restaurant.

Relative to local commercial/small businesses, it will:

- Provide opportunities for retail/commercial sites for small business.
- Create a neighborhood who will use the goods and services of the local businesses.
- Provide and create parking for the existing commercial use (Harmon's Hamburgers) that will be lost with the towns proposed Route 100 improvements.

The Project will provide a significant increase in the Town's Tax Base.

WHEREAS, the Community Development Committee, the Planning Board and the Town Council of Falmouth held meetings that were noticed, held and conducted pursuant to Section 19-26.5.7 of the Zoning Ordinance; and

WHEREAS, the rezoning provided in this Agreement, therefore, would be consistent with the Policies of the Town of Falmouth Comprehensive Plan; and

WHEREAS, the Town of Falmouth, by and through its Town Council, therefore, pursuant to Part II Code of Ordinances, Chapter II-19 Zoning and Floodplain Management, Division II-19-1-3. Establishment of Districts, Section 19-26.5 Contract Zoning and 30-A M.R.S.A. § 4352(8), and after notice and hearing and due deliberation thereon on _____, 2017 found and concluded as set forth in its Legislative Facts that that this Contract Zoning Agreement (1) is consistent with the Town of Falmouth Comprehensive Plan, (2) is consistent and compatible with the existing

and permitted uses within the existing zoning district classifications of the Property, (3) is in the public interest, and (4) will have beneficial effects on the town as a whole which would not result if the Property were developed under the existing zoning district classifications, and authorized the execution of this Contract Zoning Agreement.

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

1. Zoning Map Amendment. The Town hereby amends the Zoning Map of the Town of Falmouth, by adopting the zoning map change amendment shown on Exhibit 1.

2. Homestead Farms Contract Zone. The Parties hereby create the Homestead Farms Contract Zone as defined herein for the Property described in Exhibit A. For purposes of this Agreement, the Homestead Farms Contract Zone (hereafter also referred to as the "Contract Zone") means the development of the property similar to the submitted Concept Plan to be designed and built as set forth in this Agreement and Exhibit A.

The general schematic street layout, open space system and distribution of uses (including location of the walking trails) shall conform to Exhibit A, as such plans may be amended as set forth hereinafter from time to time pursuant to the provisions of the Town of Falmouth Site Plan Ordinance and Subdivision Regulations. The improvements may be constructed in Phases as shown on Exhibit A (the "Phases").

3. Permitted Uses. The Developers are authorized to establish and maintain uses at the Property as follows:

- A. Single family residential homes available for sale similar to the lots depicted on Exhibit A.
- B. Multi-family Units for sale or lease similar to the lots depicted on Exhibit A.
- C. Any commercial use as allowed in the VMU zoning District for the commercial area similar to those depicted on Exhibit A.
- D. Public spaces including parks and pedestrian trails.
- E. Accessory uses and structures, including but not limited to maintenance facilities, parking areas, utility services, storm water management systems and site amenities.
- F. Signage for Homestead Farms Subdivision and/or proposed commercial area.

4. Area Dimensional and Design Criteria. The following criteria shall apply:

Residential Lots:

Minimum Lot Width 50 feet

Maximum Lot Coverage 40%

Minimum setbacks for residential lots:

Front 15 feet

Side 8 feet

Rear 8 feet

Minimum setbacks for Retail/Commercial lots:

Front 0 feet

Dwelling Unit density allowance (sq ft per unit) with public sewer 7,500 sf

Street Design Standards:

Minimum Distance between Intersections on the same side: 200 feet

Collector Street Minimum Pavement Width: 28 feet

Subcollector Street Minimum Pavement Width: 24 feet

** All other dimensional and development criteria shall be in conformance with the Village Mixed Use Zoning District.*

5. Rate of Residential Growth. The following criteria shall apply:

- A. 50% of each phase of subdivision shall be exempt from the growth cap; project will have an estimated 3 phases of construction for this project.
- B. If a growth permit is granted on a spec house and that house is later restricted to an 55 years of age or older (elderly housing) lot, the growth permit would be transferable to another lot within the subdivision.
- C. The Developers shall execute and record a declaration of Affordable Housing Covenants to be utilized for any “affordable housing” exception.
- D. The 48 Units of the apartment will be exempt from the requirements for growth permits; in turn, the Developers shall dedicate 5 of the 48 units to 55 years of age or older.

6. Multi-family Dwelling. The following criteria shall apply:

- A. Multi family dwelling shall contain no more than 12 dwelling units per building with no per property limit on the number of 12 unit buildings.

7. Residents. Age restricted housing within the Project shall meet the federal Fair Housing Act definition of “housing for older persons”, as it may be amended, and which presently is defined as: (i) HUD has determined that the dwelling is specifically designed for and occupied by elderly persons under a Federal, State or local government program; or, (ii) it is occupied solely by persons who are 62 or older; or, (iii) it houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates intent to house persons who are 55 or older.

8. Utilities: All lots and residential units in the Project shall be provided with electrical, water, and sewage disposal connections in accordance with applicable state and local rules and regulations. The Project shall be serviced by the following public utilities:

- A. Wastewater disposal shall be provided by a connection to existing or to be constructed sanitary sewers traversing the Project. Individual lots may be served by gravity or pumping systems. All new pumping stations shall be privately maintained.
- B. Water supply may be provided by a connection to existing water supply mains in the adjacent rights-of way of Gray and Mountain Roads to supply new water supply mains through the Project.
- C. Electric service shall be provided underground from pad-mounted transformers to lots on which manufactured homes are located.
- D. Telephone and cable service, to the extent provided, shall be underground throughout the Project.

9. **Plan.** The Property shall be generally developed and used in accordance with Exhibit A, as approved by the Planning Board, as that plan may be further approved and amended from time to time pursuant to the provisions of the Town of Falmouth Site Plan Ordinance and Subdivision Ordinance and this Agreement. Notwithstanding any other provisions of the Ordinance, the physical layout, dimensions, setbacks, parking and proposed uses and improvements shown on Exhibit A and identified in this Agreement shall be permitted under the Ordinance.

10. **Status of Approvals/Amendments.** Exhibit A to this Agreement is the plan which has received preliminary Subdivision Approval for the entire Property under the Town's Subdivision Ordinance. Any amendment to Exhibit A or this Agreement which involves the following changes to the terms of this Agreement will require an amendment approved by the Town Council after a public hearing:

- A. any change in permitted uses.
- B. any increase above ____ in the number of single family lots or 48 multi-family units.

Except for the foregoing, any other changes to the Project and any subsequent site plan approvals or subsequent site plan and/or subdivision amendments need only be approved by the Planning Board after a public hearing in accordance with this Agreement without need for further Town Council approval, provided that the Planning Board shall not have the authority to waive the terms of this Agreement and provided any such changes are consistent with this Agreement.

11. **Commencement/Phasing Schedule/Bonding.** Unless extended by the Town Council, the construction required improvements of the initial Phase shall commence and be completed within two (2) years after Developers' receipt of final land use approvals for Phase I of the Property. If changes of site plan or subdivision approvals are needed for development of subsequent Phases, such changes shall be subject to approval of the Planning Board and, if appropriate by the Town Council, all in accordance with Section 10 above. The Phases I, II, and III shall be completed in that order. Multiple phases may be pending and under construction at the same time. Developer shall be required to periodically update the Town with respect to commencement schedules of the next phase to be constructed in order to facilitate orderly planning on part of the Town.

Owners need only post a performance guaranty assuring the completion of public improvements for those improvements to be constructed within each Phase or which are to be completed in conjunction with such Phase under this Agreement. For purposes of measuring the required date for completion of public improvements under the Town of Falmouth Subdivision Ordinance, the start date for the running of the period of completion shall commence with the commencement of physical construction of each Phase.

12. General.

- A. Developers shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after its execution by the Town Manager.
- B. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property, and this Contract Zoning Agreement may be amended by future written agreement among the Town of Falmouth and the Developers or their successors in interest without need for approval of any other party.
- C. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind Developers, their successors in interests and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Falmouth.
- D. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to sections 7-14 and 19-167 of the Town of Falmouth Zoning Ordinance and through legal action for specific performance of this Agreement. In the event that Developers or their successors or assigns fail to develop the Project in accordance with this Contract, or in the event of any breach thereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if Developers, their successors or assigns, fail to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such remedy or cure to completion in a reasonable time, then the Town may enforce the performance of this Agreement and recover the costs and expenses of performance from such Developers or their heirs, successors or assigns violating this Agreement, which recovery may include the Town's reasonable attorney's fees and expenses.
- E. All references in this Agreement to the Town of Falmouth Zoning Ordinance, the Town of Falmouth Subdivision Ordinance and other ordinances, and provisions and classifications thereof shall be and mean the Zoning Ordinance, Subdivision Ordinance, other ordinances, and the provisions and classifications thereof in effect as of the date of adoption of this Agreement.

WITNESS:

WITNESS:

WITNESS:

WITNESS:

WITNESS:

WITNESS:

TOWN OF FALMOUTH

By: _____

Nathan Poore, Town Manager

DEVELOPERS

By: _____

Homestead Acres, LLC

Its Manager

By: _____

Turning Point Development, LLC

Its Manager

Exhibit 1- Zoning Map Change Amendment

Exhibit A- Project Zone Plan

DECLARATION OF AFFORDABLE HOUSING COVENANTS

THIS DECLARATION OF AFFORDABLE HOUSING COVENANTS (the “Declaration”) is executed as of this ____ day of _____, 2017, by Homestead Acres, LLC, a Maine limited liability company (the “Declarant”), in favor of the Town of Falmouth, a Maine municipal corporation, acting by and through its duly authorized Town Council (the “Town”).

RECITAL PROVISIONS

WHEREAS, Declarant is the owner of the real estate situated in the Town of Falmouth, County of Cumberland and State of Maine, which is more particularly described in Exhibit A, attached hereto and made a part hereof (the “Real Estate”);

WHEREAS, Declarant submits the Real Estate to the Declaration for purposes of complying with provisions relating to Affordable Housing, and the exemptions therefore, as set forth in various sections of the Falmouth Zoning and Site Plan Review Ordinance relating to space, bulk and other dimensional requirements; and

WHEREAS, Declarant deems it desirable, for the purpose of providing “Affordable Housing” (as hereinafter defined), to subject the Real Estate to certain covenants and restrictions, each and all to the extent herein provided, for the benefit of the Real Estate;

NOW THEREFORE, in consideration of the foregoing covenants and other consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant for itself, its successors and assigns, hereby agrees and commits to the following:

1. Declarations. Declarant hereby declares that the Real Estate is and shall be subject to the Covenants and Restrictions hereinafter set forth, all of which are declared to be in furtherance of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value of the Real Estate and further for the purpose of compliance with the Ordinance.

2. Definitions. The following terms shall have the following meanings as used in this Declaration, unless the context otherwise requires:

a. Affordable Housing. The term “Affordable Housing” shall mean decent, safe and affordable residential single-family housing that does not exceed an initial sales price of \$280,000.00 and is used as the purchaser’s primary and principal residence.

b. Affordable Housing Lot. “Affordable Housing Lot” shall mean a Lot in the development that qualifies as Affordable Housing and, in accordance with the terms and conditions of this Declaration. Excluding any physical improvement to or enhancements for a Lot as contracted with by the purchaser of a Lot, Affordable Housing Lots shall be substantially similar to other Lots in accordance with the Ordinance and any additional requirements imposed by the Town as a condition to the issuance of a certificate of occupancy.

c. Development. “Development” shall mean the residential subdivision situated on

the westerly side of Gray Road in Falmouth, Maine to be developed by the Declarant in accordance with various governmental approvals to be received from the Town.

3. Restrictions. The covenants and restrictions set forth herein on the use and enjoyment of the Real Estate (the “Covenants and Restrictions”) shall be in addition to any other covenants and restrictions affecting the Real Estate, and all such covenants and restrictions are for the benefit and protection of the Town, and shall run with the Real Estate and be binding on any future owners of the Real Estate and inure to the benefit of and be enforceable by the Town.

4. Compliance with and Enforcement of Restrictions. The Covenants and Restrictions set forth in this Declaration may be enforced by the Town, the Declarant, and by any owner of a Lot within the Development. The Town, the Declarant, and any Lot owner shall be entitled to injunctive or other equitable relief against any violation or attempted violation of any Covenants and Restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof. No part of this Declaration may be construed to impose on the Town an obligation to enforce any provision hereunder, it being acknowledged that the decision to enforce any provision and the extent of the action taken by the Town, if any, is entirely within the Town’s sole and absolute discretion. The Declarant, its designee and its successors and assigns and the Association, its designee and its successors and assigns have the right and duty to take reasonable measures to assure ongoing compliance with the Covenants and Restrictions. Such measures may include a requirement that owners of Lots and members of the owner’s household, at the time of the transfer of a Lot, certify all sources of income, as applicable.

5. Resale of Affordable Housing Lots. No Affordable Housing Lot may be voluntarily sold, conveyed or transferred for a period of three (3) years after the date of the issuance by the Town of a Certificate of Occupancy, for any amount in excess of or consideration valued in excess of the initial gross sales price. The restriction set forth in the immediately preceding sentence is of no validity or continuing effect for any sale, conveyance or transfer occurring after the expiration of such period.

Without assigning or delegating its authority to decide all matters related to purchaser qualification and further, without waiver of its sole and absolute authority to make final decisions respecting matters of purchaser eligibility, the Declarant reserves the right to retain attorneys and housing consultants to assist it in making such decisions.

6. Acceptance and Ratification. All present and future owners of the Real Estate and other persons claiming by, through, or under them shall be subject to and shall comply with the Covenants and Restrictions. The acceptance of a deed of conveyance to a Lot or any portion of the Real Estate shall constitute an agreement that the Covenants and Restrictions, as may be amended or supplemented from time to time, are accepted and ratified by such future owners, tenants or occupants, and all such Covenants and Restrictions shall be covenants running with the land and shall bind any person having at any time any interest or estate in the Real Estate, all as though such Covenants and Restrictions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

7. Benefit. This Declaration shall run with and bind the Real Estate for a term commencing on the date this Declaration is recorded in the Cumberland County (Maine) Registry of Deeds.

The failure or delay at any time of the Town or any other person entitled to enforce this Declaration shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

8. Secondary Mortgage Market Conditions; Foreclosure of Security Instruments.

Notwithstanding Section 5 of this Declaration, this Declaration and all requirements pertaining to the enforcement and application of any and all Affordability Restrictions shall be interpreted in a way that conforms with the then current requirements of any recognized secondary mortgage market for the purchase and sale of residential mortgages. All affordability restrictions in this Declaration shall terminate and be of no further effect upon the foreclosure any mortgage instrument or other security document or instrument (to include a land installment contract or bond for deed) of record.

9. Use. No use of any Lot other than for residential single-family use may be made except for home occupations as may be permitted by the zoning ordinances of the Town.

10. Costs and Attorney's Fees. In any proceeding arising because of failure of Declarant or any future owner of the Real Estate to comply with the Covenants and Restrictions required by this Declaration, as may be amended from time to time, the Town or any other person so authorized shall be entitled to recover costs and reasonable attorney's fees incurred in connection with such default or failure.

11. Enforcement Easement. The Declarant reserves, and also hereby GRANTS, CONVEYS, QUITCLAIMS and ASSIGNS, WITHOUT ANY COVENANT OF TITLE WHATSOEVER to the Town, the right and easement to enter onto any and all portions of the Real Estate, for the purposes of inspecting compliance with the covenants and restrictions set forth in this Declaration and for the purpose of enforcing any of the covenants and restrictions set forth in this Declaration. At least forty-eight (48) hours' notice shall be given to an owner or lessee of a Lot prior to any entry by the Declarant or the Town. The Declarant through its officers or agents may conduct any such inspection between the hours of 9:00 a.m. and 8:00 p.m. This enforcement easement is included herein for purposes of compliance with Title 33 M. R. S. A. § 122(5) providing that "the instrument creating an affordable housing covenant must designate the manner in which and the times when representatives of the holder of an affordable housing covenant are entitled to enter the real property to assure compliance."

12. Severability. The invalidity of the Covenants and Restrictions, including, without limitation, invalidation because of a violation of the Rule Against Perpetuities or because the Covenants and Restrictions are determined to be an unlawful restraint against alienation, or any other covenant, restriction, condition, limitation, or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.

13. Pronouns. Any reference to the masculine, feminine, or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

14. Interpretation. The captions and titles of the various articles, sections, subsections,

paragraphs, and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof. This Declaration shall be interpreted in accordance with the laws of the State of Maine without regard to conflicts of law.

15. Incorporation. This Declaration incorporates by reference the Affordable Housing Covenants law set forth in Title 33 M. R. S. A. §§ 121 *et seq.*, as it may be amended from time to time, the Ordinance, as it may be amended from time to time, the federal Fair Housing Act, as it may be amended from time to time and the Maine Human Rights Act, as it may be amended from time to time, and any other fair housing legislation, notwithstanding any provision herein to the contrary.

16. Amendment. No amendment or modification of this Declaration shall be permitted without consent of the Town, which consent shall be evidenced by a joinder of the Town therewith as set forth in a recordable instrument.

17. Recordation. This Declaration will be filed of record in Cumberland County (Maine) Registry of Deeds by the Declarant at its expense.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date and year first above written.

HOMESTEAD ACRES, LLC

Witness

By: _____
David Chase
Its Manager

STATE OF MAINE

County of Cumberland, ss

_____, 2017

Personally appeared before me the above-named David Chase and acknowledged the foregoing instrument to be his free act and deed in his aforesaid capacity.

Before me,

Notary Public

(Printed Name)

ACCEPTANCE BY TOWN

Pursuant to Title 33 M. R. S. A. § 122(2), the Town, by and through its Town Council, accepts this Declaration of Affordable Housing Covenants on _____, 2017.

TOWN COUNCIL MEMBERS

Witness

, Chairman

Witness

, Vice Chairman

Witness

Witness

Witness

EXHIBIT A

Memorandum

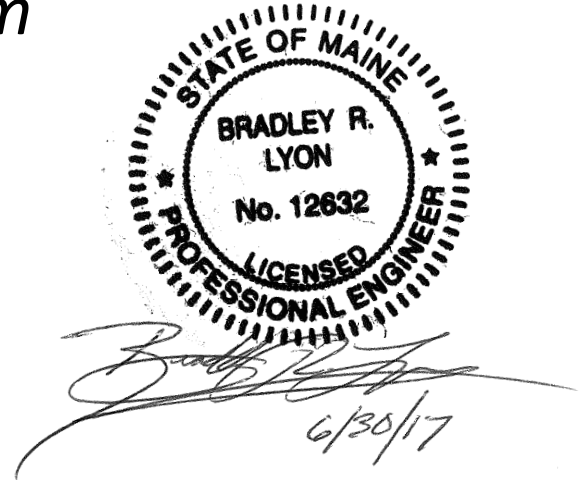
16137-01

To: Matt Ek, Sebago Technics, Inc.

From: Bradley Lyon, P.E., PTOE, Sebago Technics, Inc.

Date: June 30th, 2017

Subject: Trip Generation Calculation for
Homestead Acres Subdivision, Falmouth, ME



Per your request, we have completed a trip generation calculation for the Homestead Acres Subdivision located on 4 Mountain Road in Falmouth, ME based on an email received from you on June 30th, 2017 outlining the proposed phased buildout. This email outlined a buildout for a total of 103 single family lots and 4 apartment buildings consisting of 12 units each, for a total of 48 apartment units with phased construction to take place over 3 years. Phase 1, to be completed in 2018 consists of 36 single family house lots and the complete construction of the 4 apartment buildings for 48 total apartment units. Phase 2, to be completed in 2019 consists of 34 single family house lots with Phase 3 construction in 2020 to consist of 33 single family house lots.

Traffic Generation

Using the 7th Edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual we have estimated the trip generation based on Land Use Code 210, Single Family Detached Housing and Land Use Code 221, Low-Rise Apartment.

Phase 1

Table 1 – Trip Generation
Land Use 210 – Single Family Detached Housing
(36 Units)

| <i>Time Period</i> | <i>Average Trip Generation Rate / Dwelling Unit</i> | <i>Total Trip Ends</i> |
|---------------------------------|---|------------------------|
| AM Peak Hour of Generator | $T=0.70(X)+12.05$ | 37 |
| PM Peak Hour of Generator | $\ln(T)=0.89\ln(X)+0.61$ | 45 |
| Saturday Peak Hour of Generator | $T=0.89(X)+10.93$ | 43 |
| Sunday Peak Hour of Generator | $\ln(T)=0.89\ln(X)+0.44$ | 38 |

*T=Trip Ends, X=Dwelling Units

Table 2 – Trip Generation
Land Use 221 – Low-Rise Apartment
(48 Units)

| <i>Time Period</i> | <i>Average Trip Generation Rate / Dwelling Unit</i> | <i>Total Trip Ends</i> |
|---------------------------------|---|------------------------|
| AM Peak Hour of Generator | $\ln(T)=0.85\ln(X)+0.14$ | 31 |
| PM Peak Hour of Generator | $\ln(T)=0.86\ln(X)+0.33$ | 39 |
| Saturday Peak Hour of Generator | $\ln(T)=0.82\ln(X)+0.41$ | 36 |
| Sunday Peak Hour of Generator | $\ln(T)=0.79\ln(X)+0.53$ | 36 |

*T=Trip Ends, X=Dwelling Units

Table 3 – Total Phase 1 Trip Generation

| <i>Time Period</i> | <i>Single Family Detached Housing Trip Ends</i> | <i>Low-Rise Apartment Trip Ends</i> | <i>Total Trip Ends</i> |
|---------------------------------|---|-------------------------------------|------------------------|
| AM Peak Hour of Generator | 37 | 31 | 68 |
| PM Peak Hour of Generator | 45 | 39 | 84 |
| Saturday Peak Hour of Generator | 43 | 36 | 79 |
| Sunday Peak Hour of Generator | 38 | 36 | 74 |

Phase 2

Table 1 – Trip Generation
Land Use 210 – Single Family Detached Housing
(34 Units)

| <i>Time Period</i> | <i>Average Trip Generation Rate / Dwelling Unit</i> | <i>Total Trip Ends</i> |
|---------------------------------|---|------------------------|
| AM Peak Hour of Generator | $T=0.70(X)+12.05$ | 36 |
| PM Peak Hour of Generator | $\ln(T)=0.89\ln(X)+0.61$ | 43 |
| Saturday Peak Hour of Generator | $T=0.89(X)+10.93$ | 41 |
| Sunday Peak Hour of Generator | $\ln(T)=0.89\ln(X)+0.44$ | 36 |

**T=Trip Ends, X=Dwelling Units*

Phase 3

Table 1 – Trip Generation
Land Use 210 – Single Family Detached Housing
(33 Units)

| <i>Time Period</i> | <i>Average Trip Generation Rate / Dwelling Unit</i> | <i>Total Trip Ends</i> |
|---------------------------------|---|------------------------|
| AM Peak Hour of Generator | $T=0.70(X)+12.05$ | 35 |
| PM Peak Hour of Generator | $\ln(T)=0.89\ln(X)+0.61$ | 41 |
| Saturday Peak Hour of Generator | $T=0.89(X)+10.93$ | 40 |
| Sunday Peak Hour of Generator | $\ln(T)=0.89\ln(X)+0.44$ | 35 |

**T=Trip Ends, X=Dwelling Units*

Total Buildout

Table 3 – Total Phased Trip Generation

| <i>Time Period</i> | <i>Phase 1</i> | <i>Phase 2 Cumulative Buildout (Phase 1 + Phase 2)</i> | <i>Phase 3 Cumulative Buildout (Phase 1 + Phase 2 + Phase 3)</i> |
|--|----------------|--|--|
| AM Peak Hour of Generator | 68 | 104 | 139 |
| PM Peak Hour of Generator | 84 | 127 | 168 |
| Saturday Peak Hour of Generator | 79 | 120 | 160 |
| Sunday Peak Hour of Generator | 74 | 110 | 145 |

Conclusions

Based on our trip generation calculations we offer the following conclusions:

- A MaineDOT Traffic Movement Permit (TMP) is required when a development generates over 100 trip ends during the peak hour of the generator. Given this fact, the development will require a TMP before Phase 2 can be constructed.
- Since a thorough traffic analysis will be required as part of the TMP we would suggest that this be completed before Phase 2 is constructed to satisfy both the Town of Falmouth and the MaineDOT's requirements.