

Erin Zwirko, Yarmouth Town Planner
200 Main Street
Yarmouth, ME 04096

November 1, 2023

Erin,

Please let this letter serve as my request to be added to the agenda of the earliest possible voting meeting of the Planning Board, for their consideration and vote on:

1) A preliminary approval of the subdivision of the 1.88 acre lot at 251 West Main St. based on requirements outlined in Ch. 701 Article IV Section V.8.a-h of the Yarmouth Zoning Ordinance

and

2) A recommendation to the Town Council on the proposed Contract Zone Agreement for the lot at 251 West Main St., which in addition to the proposed 3-lot subdivision, includes an Historic Preservation Agreement for the existing 1795 home, and a Forest Management Plan.

This proposal was brought in to the Planning Board for conceptual review on March 22, 2023, preliminary on September 13, 2023 for preliminary review, and a site visit was held on October 16. All requirements of Chapter 701 Article IV Section V.8.a-h were submitted for the September meeting. The additional and/or updated materials provided herein are in response to staff comments made at that meeting, and are supplemental to the original submissions. While the substance of the proposal has not changed, I hope these additions will help bring more clarity to the questions and comments received.

Attached are the following:

1. Updated Draft of Contract Zone Agreement, including Dimensional Standards, Historic Preservation Agreement and Forest Management Plan
2. List of Professional Team for Future Technical Requirements
3. Boundary Survey of 251 West Main St. by Owen Haskell, Inc.
4. Subdivision Plan
5. Letter of "Ability to Serve" from the Yarmouth Water District
6. Copy of Recorded Deed
7. Summary: Advancing the Public Good

Please note: the CZA draft included here is the most recent and should replace the version submitted previously.

Response to comments:

Driveway Location: Driveway locations will be confirmed to meet Town of Yarmouth technical standards, included in submissions for Final Subdivision approval and be completed by a third party engineer (Hayley Ward, Inc.).

Roadway Safety: Multiple comments have been made about concern for general safety of the roads within the adjacent subdivision. A PB member pointed out at the last meeting that these existing conditions, not impacted by this proposal, should be considered separately from this proposal and should be brought to the Town to be addressed.

Stormwater: I have met with the Town Engineer, Steve Johnson, regarding stormwater management. Following our meeting, I have engaged Hayley Ward, Inc. to prepare a stormwater management plan that will meet the Town's requirements. Again, all of the requirements of Ch. 601 for Final Subdivision Approval will be submitted for final review once the Town Council has approved the CZA.

Forest Management Plan (FMP): The Board discussed the proposed Forest Management Plan (FMP) at the Sept. 13 meeting and indicated that it should be refined to better reflect the specific needs of the site, and recommended consulting with a forestry specialist for the preparation of a formal FMP. In response, Jones Associates, Inc. has been engaged to prepare the FMP (see Exhibit 3 of the CZA).

Historic Preservation Agreement (HPA): The HPA is included in the CZA and has been updated to include provisions for review by the HPC for any alterations, modifications or changes to the structure. Due to the interest that the HPC has expressed in the preservation of this historic home, it seemed appropriate to include them in future processes related to it.

Survey: A boundary survey of the entire property was completed on June 23, 2021. This survey was made by Lane H. Gray, Professional Licensed Surveyor #2140 and certified by Owen Haskell Inc. on August 12, 2021. Additionally, our boundary lines match precisely with the recent surveys of our abutter to the East (Merry Chapin) and to the West (Mike Lysek). All three of these surveys were completed by different companies. Lastly, the acreage determined by the boundary survey is different than what is listed in the Town tax records, which is not uncommon.

Thank you for your time and consideration.

Best,

Julia Libby

**251 West Main Street
CONTRACT ZONE AGREEMENT
, 2023**

This Agreement made this _____ day of _____, 2023, by and between the Town of Yarmouth, Maine, a municipal corporation with a place of business at 200 Main Street in Yarmouth, County of Cumberland, State of Maine (hereinafter the "TOWN") and 251 West Main LLC with a mailing address of P.O.Box 666, Yarmouth, Maine 04096 (hereinafter, the "OWNER").

WITNESSETH:

WHEREAS, 251 West Main LLC is the OWNER of a certain parcel of land designated as Map 46 Lot 86 of the Assessor's tax maps of the Town of Yarmouth, Maine comprising a total of 81,890 square feet of land with the buildings and improvements thereon at 251 West Main Street, Yarmouth, Maine, as shown on the plan titled "Boundary Survey" prepared by Owen Haskell, Inc. Professional Land Surveyors dated June 23, 2021 ("the Parcel") and OWNER proposes to divide the Parcel into three lots for residential uses, and

WHEREAS, pursuant to Title 30-A MRSA, Sections 4352(8) and 4314 (3.E), and Chapter 701, Article IV, Section V. of the Yarmouth Town Code, application was made for contract zoning authorization, and application has been submitted along with a subdivision plan pursuant to Chapter 601 of the Yarmouth Town Code, and

WHEREAS, the Town Council and the Yarmouth Comprehensive Plan have declared that returning to the historic pattern of development and providing a diversity of housing opportunities will require that the Town allow higher density/intensity of use, that infill development that reinforces the Village character and historic density of development should be encouraged, and that accommodating additional residential uses in the neighborhoods surrounding the Village Center are key to Yarmouth's identity as a livable, walkable, intact historic town, and that these are all valued objectives that offer public benefits and so should be actively encouraged by the Town to further the health, safety and welfare of the community, and

WHEREAS, the 2010 Comprehensive Plan of the Town of Yarmouth embraces goals and strategies to promote well-designed infill development to occur at density, scale, form and disposition that is compatible with the historic pattern of development, to allow property owners in these neighborhoods to have flexibility to use their properties creatively as long as the use is compatible with the neighborhood and new development standards are satisfied, and to utilize contract zoning to allow for the development of special projects on a limited basis that are consistent with the Future Land Use Plan, and

WHEREAS, the Town has identified this area as a growth area being more suitable for growth because it can be conveniently served by public facilities and services, is physically suited for development, and promotes a compact rather than sprawling development pattern, and the Parcel lies within the "Designated Growth Area" described in the Comprehensive Plan and shown on the Town's Future Land Use map, and

WHEREAS, the Town Council established an Economic Development Advisory Board (EDAB) to advise the Council and community on strategies to support appropriate economic development in Yarmouth, and the EDAB, through its Planning Decisions Report, has recommended increased residential development within a few blocks of Main Street as a top strategy to contribute toward a more vibrant downtown, and

WHEREAS, the proposed use is permitted in the Medium Density Residential (MDR) zone in which this project is proposed, and there already exists on the Parcel one residential building, demonstrating that the proposed use is not inconsistent with existing and permitted uses in the MDR zone, and this Agreement contains conditions and restrictions that relate to the physical development of the property with specific dimensional lot standards, landscape standards, and architectural standards; and

WHEREAS, the proposed addition of 2 new house lots referred to herein as the Doughty Woods Subdivision presents

such a potential public benefit consistent with the objectives of the Town Council and the purposes and goals of the Comprehensive Plan by providing well designed high-quality infill homes built within walking distance to the Village Center, and

WHEREAS, the project will advance the public good in the use of high quality, durable and historically appropriate materials and details in any rehabilitation, landscaping, and new construction to ensure that the historic quality and character of the existing building, all landscape treatments, and any new buildings reflect the scale, form and disposition of the surrounding neighborhood which will be enhanced by the proposed development; and

WHEREAS, the Town's 2010 Comprehensive Plan endorses the preservation of Historic Structures as a benefit for the common good, and the Planning Board and Historic Preservation Committee (HPC) have stated the Historic Significance of the existing house on the Parcel (Samuel True house, 1795), and OWNER agrees to preserve said house as a public benefit via a Historic Preservation Agreement (Exhibit 2); and

WHEREAS, the Planning Board, pursuant to Section IV(V)(5) of the Zoning Ordinance, and after notice and hearing and due deliberation thereon, recommend the rezoning of the Parcel as aforesaid, and

WHEREAS, the parties mutually agree to the terms and conditions of the development plan in the aforesaid Subdivision Plan.

NOW, THEREFORE, in consideration of the authorization of the Yarmouth Town Council to modify and/or waive the general standards of development in the MDR Zoning District, specifically to allow the creation of three lots comprising the Doughty Woods Subdivision such that the proposed development will not meet required minimum standards relative to minimum lot size and minimum lot width, as described in Exhibit 1 attached herein, the TOWN and OWNER agree as follows:

1. The OWNER, for itself, its successors and assigns hereby covenant and agree that the use, occupancy and/or development of the subject premises will, in addition to other applicable provisions of law, ordinance or regulation, be subject to the following restrictions and conditions on the physical conditions on the development or operation of said premises.
 - a) The development of Doughty Woods Subdivision shall be limited to and controlled by all conditions, notations, restrictions, understandings voted or imposed by the Planning Board on its ____, 2023 vote for conditional approval of the Preliminary Subdivision Plan, and any amendments thereto that the Planning Board may, upon application, vote to authorize or establish, said approved Subdivision Application including all referenced and incorporated profiles, landscaping, buffering, lighting, building design and material plans, color schemes and other project specifications are hereby incorporated by reference and become a part of this Agreement and are attached hereto as Exhibits 1-3.
 - b) The development shall be limited in use to those which now or in the future are permitted uses within the current zone (MDR) and uses permitted accessory thereto. All structures and uses described in the Subdivision Plan approval shall be subject to the procedures and covenants of this Agreement as hereinafter described.
 - c) All portions of the premises identified on the Subdivision Plan approval plats approved by the Planning Board as public facilities, easements and rights-of-way shall be dedicated and reserved as such in perpetuity.
 - d) The Parcel may not be re-subdivided nor changed to another use not contemplated herein without the approval of the Yarmouth Planning Board.
 - e) The zoning provisions regulating this development are as follows: See Exhibit 1.

2. The term of this Agreement shall be from the date first named above until terminated or modified by the parties hereto, their successors or assigns, or until it expires subject to paragraph c) below.
 - a) Upon the termination of this Agreement, all lawfully existing development and activity on the premises may continue as an existing non-conforming use under the laws and regulations then in effect, but may not be enlarged, increased or extended except as provided generally for non-conforming uses at that time.
 - b) Nothing herein shall be construed to terminate or extinguish any terms, provisions, covenants, or warranties expressed or implied in any instrument of title, deed, or ownership involved in or arising out of this development project. All such terms, provisions, covenants or warranties, which are not inconsistent with the terms of this Agreement, shall survive the expiration of this Agreement, as applicable.
 - c) The provisions of Article IV, (V) (10) regarding time frame for filing of a complete application for final subdivision review apply. In the event that the OWNER or its successors and assigns do not commence construction of the Doughty Woods Subdivision within 5 years of the effective date of this Agreement, this Agreement will be deemed expired and the property shall revert to its former designation, unless prior to such expiration, this Agreement is extended for not more than one additional five-year period by vote of the Yarmouth Planning Board.

3. SPECIAL CONDITIONS

All lots in the Doughty Woods Subdivision will be subject to Dimensional Standards and Architectural and Landscape Standards incorporated herein as Exhibit 1. Furthermore, Lot A containing the 1795 Samuel True House will be subject to an Historic Preservation Agreement, incorporated herein as Exhibit 2. Furthermore, Lots B and C will be subject to a Forest Management Plan, incorporated herein as Exhibit 3. The intent being that taken together, the Town is assured that in all cases the development will conform to these conditions.

- a) Design features, architecture and landscaping: This Agreement is entered into and established to allow the residential development of each proposed new lot. All plat notations, requirements, policies, procedures, covenants, terms, and warranties for such features as shown on the Subdivision Plans as approved or established in the Planning Board's conditions of approval are of essence in this agreement, and failure to install, maintain, construct, or abide by such conditions in a timely, prudent, and workmanlike fashion shall be considered a breach of this agreement. Dimensional Standards are incorporated herein as Exhibit 1. Architectural and Landscape Standards are incorporated herein by reference in Exhibit 1.
- b) Historic Preservation Agreement applicable to the Samuel True house: see Exhibit 2.
- c) Forest Management Plan applicable to Lots B and C: see Exhibit 3.

4. BREACHES AND ENFORCEMENT

- a) The OWNER hereby agrees that the above stated restrictions, provisions, conditions, covenants and agreements, including all conditions of approval and restrictions incorporated herein by attachment or reference, are made an essential part of this Agreement, shall run with the subject premises, shall bind the OWNER, its successors and assigns, to or of said property or any part thereof or any interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit of, and be enforceable by, the TOWN, by and through its duly authorized representatives.
- b) The OWNER hereby agrees that if it, or any person claiming under or through it, shall at any time violate or attempt to violate, or shall omit to perform or observe any one or more of the foregoing

restrictions, provisions, conditions, covenants, and agreements, the TOWN shall have, without limitation, the following remedies, which may be exercised by the TOWN.

1. The Town of Yarmouth shall have the right to prosecute violations of this Agreement against the OWNER committing the violation in the same manner that it is authorized to prosecute violations under Chapter 701 Section VI of the Zoning Ordinance of the Town of Yarmouth in effect at the time of said violations. For the purposes herein, a violation of this Agreement shall be deemed a violation of said Zoning Ordinance and shall be subject to the penalty provisions of said Ordinance in effect at the time of violation. Each day that a violation is permitted to exist after notification of the same pursuant to said Ordinance shall constitute a separate offense.
 2. The Town of Yarmouth shall have the right to institute any and all actions or proceedings, including the right to enforce all the terms and provisions of this Agreement by injunction, legal and equitable actions and all other lawful processes for the enforcement of the same.
 3. No penalties shall be assessed against the OWNER after the OWNER has transferred all right and interest in the subject property provided that all conditions which are construed to constitute a violation arose after the transfer or sale of the property to a successor. But, this shall not be deemed to waive and condition of approval or rights of enforcement against such subsequent OWNER (SUBSEQUENT OWNER), nor shall this be construed to relieve the OWNER of any obligation or term of this agreement regardless of when such default, omission, or breach is first discovered.
- c) The TOWN further agrees that the failure of the Town of Yarmouth to object to any violation, however long continued, or to enforce any restrictions, provisions, conditions, covenant, or agreement contained in this Agreement shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or violation or as to any breach or violation occurring prior or subsequent thereto.

5. FUTURE EXERCISE OF LEGISLATIVE ACTION

The parties hereby agree that nothing in this Agreement shall be construed so as to preclude the future exercise of the Town of Yarmouth's legislative authority relative to the zoning of the subject premises. In the event that the zoning of said premises is changed by the Town Council, the contracted use outlined above, subject to the restrictions, provisions, conditions, covenants, and agreements contained in this Agreement, shall be allowed to continue as a nonconformity or nonconforming use, whichever the case may be, in accordance with the provisions of the Zoning Ordinances may be in effect at the time of said zone change governing the same.

6. WAIVER OF CHALLENGE

The parties hereto hereby agree, for themselves, their successors and assigns, to waive any and all rights to challenge the validity of Town Council Order No. ___ - __/__, taken _____, 2023 authorizing this Agreement or the terms of this Agreement.

7. SEVERABILITY

The parties hereto hereby agree that if one of the restrictions, provisions, conditions, covenants, and agreements, or portions thereof, contained in this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such determination shall not affect the validity of the remaining portion hereof.

8. APPLICABILITY OF ORDINANCES

Except as expressly modified herein, the use and occupancy of the subject premises shall be

governed by and comply with the provisions of the Zoning Ordinance of the Town of Yarmouth and any applicable amendments thereto or replacement thereof.

9. MODIFICATIONS OF PLANS AND AGREEMENT

This Agreement shall not be amended except with the written approval of the Town of Yarmouth, except that minor changes to the Subdivision Plans which have been approved by the Yarmouth Director of Planning and Development shall not be treated as an amendment hereof and shall not require further consent of the Town of Yarmouth.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

_____ **BY: 251 West Main LLC**

Printed Name: _____ It's duly authorized representative

- _____ **Witness**

_____ **BY: TOWN of YARMOUTH, MAINE**

Printed Name: _____ It's Town Manager

_____ **Witness**

EXHIBIT 1

MDR Dimensional Standards and Proposed CZA Standards

This is the sole zoning for the Parcel, and except as otherwise set forth in the following conditions, all other requirements of the surrounding MDR Zoning District will apply.

Zoning Provision	Existing MDR Requirement Subj. to Title 30-A MRSA 4314 (3.E)	Modified Requirement		
		Lot A	Lot B	Lot C
Minimum Lot Width	130 feet	80 feet		
Minimum Lot size	1 acre	None		
Building Height	35 feet	35 feet		
Front Setback Primary minimum	15 feet	15 feet		
Front Setback Primary maximum	—	—	—	Front setback + 45 feet
Front Setback Secondary	—	15 feet	—	
Side Yard Setback*	10 feet	10 feet	See Exhibit A*	10 feet
Rear Yard Setback*	15 feet	—	15 feet	See Exhibit A*
Location of Outbuildings	—	Min: Front Setback + 20 feet		
Frontage Buildout	—	30% min 75% max		
Parking Location	—	Front Setback + 20 feet		
Parking Spaces	2 per unit	1 per dwelling unit		
Max. Lot Coverage	—	Building Area**		
Architectural Standards	—	See Ch. 703 Article 5.M. Yarmouth Zoning Ordinance		
Landscape Standards	—	See Ch. 703 Article 5.N. Yarmouth Zoning Ordinance		

* To maintain consistency of development within the subdivision, and to accommodate a Forest Management Plan, the side and rear setbacks vary between Lots A, B and C. In addition to the table above, Exhibit A, the Final Approved and Recorded Subdivision Plat, also indicates all setbacks for each lot. Taken together, the setbacks within each lot result in a 'Building Area' (depicted on Exhibit A).

**For the purposes of the Doughty Woods Subdivision, Building Area is defined as: The area of a lot that falls within, is defined and bounded by, the applicable front, side and rear setbacks, within which all development of structures (as defined in Ch. 701 of the Yarmouth Zoning Ordinance) must occur. Notwithstanding the provisions of the Forest Management Plan applicable to Lots B and C, the Historic Preservation Standards applicable to Lot A, or the Landscape and Architectural Standards of Ch. 703, any development within the setback areas shall be subject to the standards of the MDR zone.

EXHIBIT 2

HISTORIC PRESERVATION AGREEMENT

251 West Main LLC (Owner), including his heirs, successors or assigns, hereby covenant and agree that the use, occupancy and/or development of 251 West Main St. Yarmouth (as depicted on the Doughty Woods Subdivision as Lot A and recorded in the CCRD) will, in addition to other applicable provisions of law, ordinance or regulation, be subject to the following restrictions and conditions on the use and maintenance of the historic structure:

- (a) i. Owner shall preserve the Samuel True House providing that the significant historic architectural features and details of the property shall be preserved and protected in conformance with The Secretary of the Interior's Standards for the Treatment of Historic Properties, maintained by the National Park Service, or such guidelines or documents which may succeed the aforementioned "Secretary's Standards," and prior to undertaking any alterations, additions or changes to the historic structure, shall engage a Third Party Evaluation by a qualified historic preservation organization, qualified historical architect, or qualified historic preservation consultant who shall determine that these proposed alterations, additions or changes meet these Standards or make recommendations for modifications to the alterations so that they would meet the Standards, which recommendations shall be carried out.
 - ii. Final recommendations for alterations, additions or changes to the historic structure via a Third Party Evaluation shall be presented to the Historic Preservation Committee (HPC) for review, prior to application for a building permit. The HPC may comment on or offer suggestions for modifications to the Third Party proposed recommendations. Owner shall consider input from the HPC and may elect to incorporate all, some or none of said input. Ultimately, compliance with any HPC recommendations is strictly voluntary.
 - iii. Prior to any interior modifications, Owner shall engage with the Town regarding documentation of historic interior features that the Town may wish to obtain. Granting of access to the Town is strictly voluntary and at the sole discretion of the Owner.
- (b) Owner shall preserve and protect open views of the Samuel True House from the street, specifically not erecting accessory structures or continuous, solid fencing or hedges between the house and the street which would impede these views. Existing and similar compatible landscape materials (such as street trees and screening of side property lines) may be maintained or installed which do not impede enjoyment of the view from the public rights-of-way, and
- (c) In the event of fire or other disaster which destroys less than 50% by reproduction cost of the original structures, Owner shall restore the Samuel True House after engaging through the Town a Third Party Evaluation by a qualified historic preservation organization, qualified historical architect or qualified historic preservation consultant who determines this restoration to be in keeping with its prior architectural design, and
- (d) In the event of fire or other disaster which destroys more than 50% by reproduction cost of the original structures, Owner shall engage through the Town a Third Party Evaluation by a qualified historic preservation organization, qualified historical architect or qualified historic preservation consultant, who determines this reconstruction to be in keeping with its prior architectural design.

EXHIBIT 3

Forest Management Plan

TBD

It is recognized that the large area of mature trees on this property provides ecological and environmental benefits to local flora and fauna, and additional health and social benefits to the residents of the neighborhood, the Town and beyond. In an effort to balance the prolongation of these benefits with the right of future owners to safely and reasonably enjoy their property, a Forest Management Plan (FMP) will be utilized to ensure proper stewardship of the forest. The FMP will be prepared by a professional forester, and will be incorporated as part of the Contract Zone Agreement (CZA) for the Doughty Woods Subdivision. As part of the CZA, the FMP will be included by reference as a deed covenant in each deed, and recorded in the CCRD. The FMP will apply to the portion of land that extends from the North setback to the North property line on Lots B and C, indicated by the 'Forest Management Boundary' on Exhibit A. The plan will include an inventory of existing conditions, and the management details will be determined by the forester and will be based on their professional assessment of the specific area. The draft FMP will be submitted to the Town Tree Warden for review and input prior to being incorporated into the CZA for approval by the Town Council.

As of this writing, Jones Associates has been engaged as the entity to complete the preparation of the FMP for the CZA.

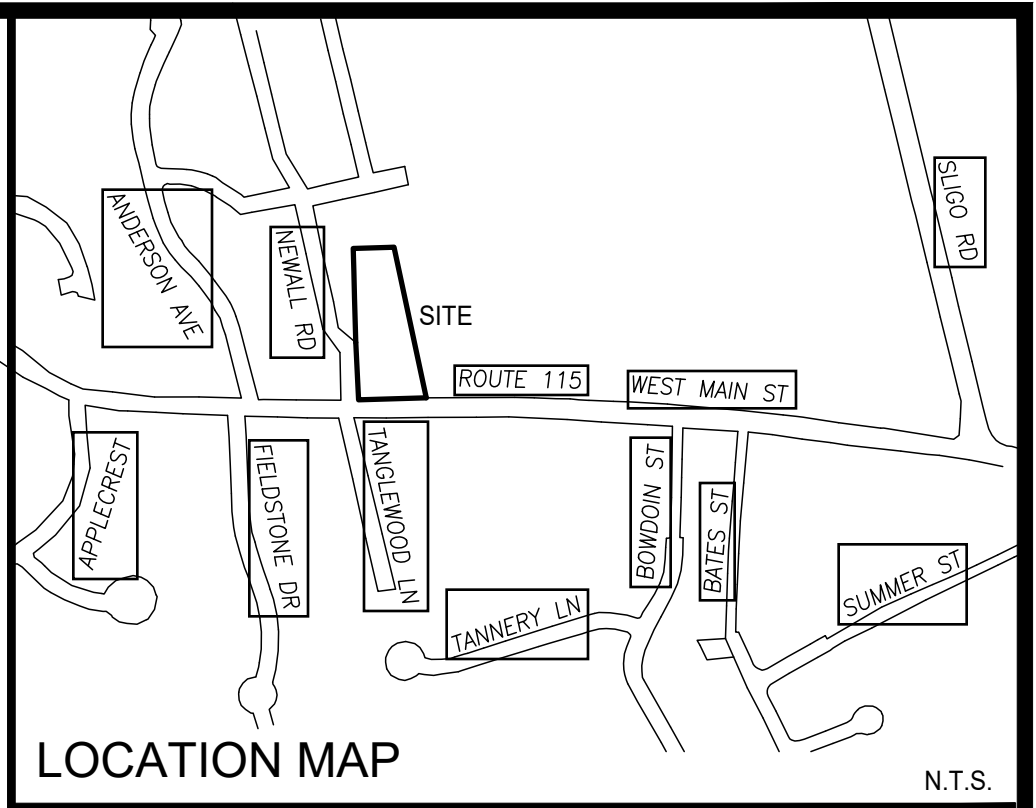
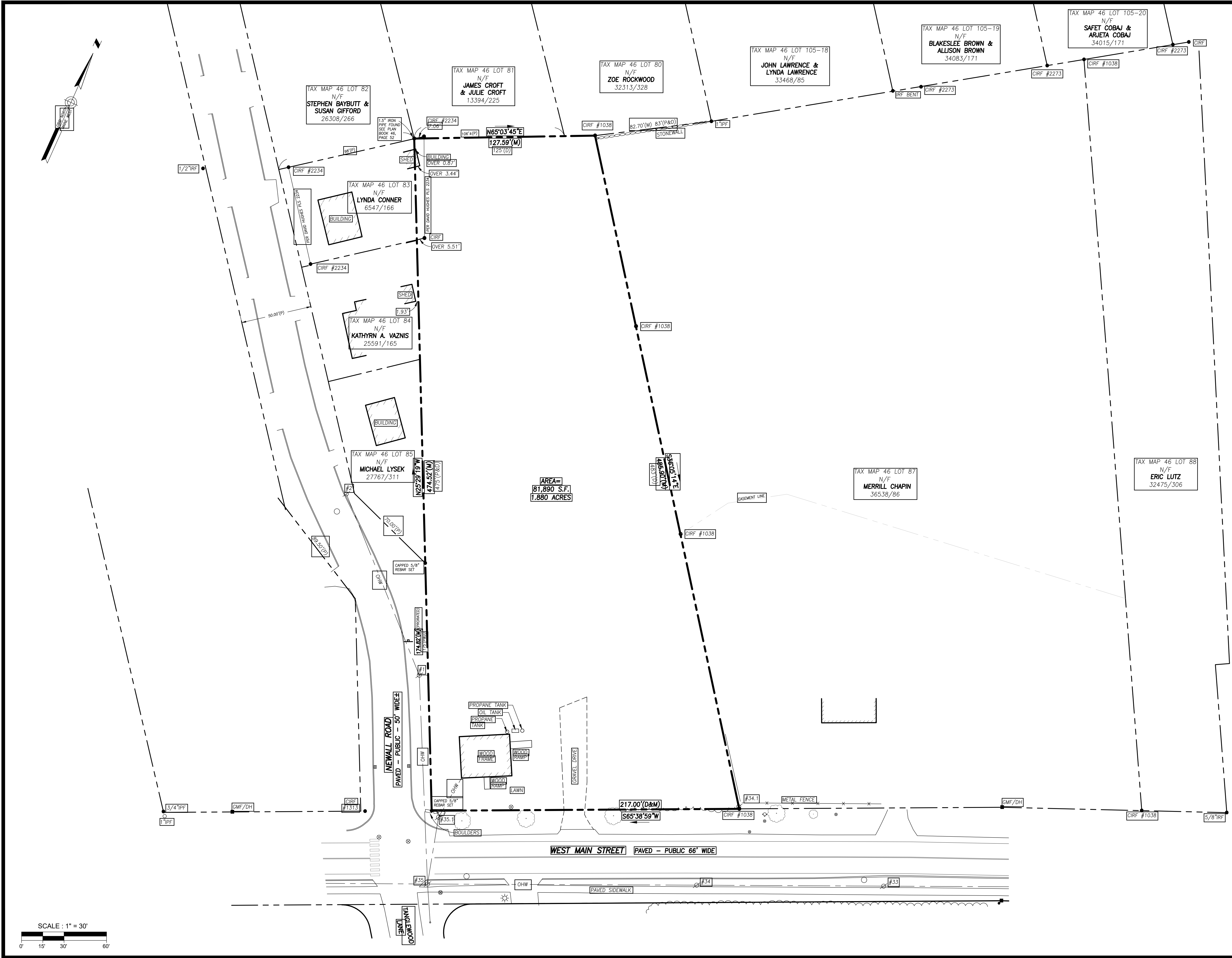
The following is a list of professionals that have been engaged to complete the technical requirements for Final Subdivision Approval and related CZA components:

Hightensity Soil Survey - Longview Partners, LLC

Forest Management Plan - Jones Associates, Inc., Environmental Land Use Consultants

Final Subdivision Plan & 1' Contours - Owen Haskell, Inc. Land Surveyors

Stormwater Management Plan & Traffic Safety - Haley Ward, Inc. Engineering



LEGEND

●	IRON PIPE OR ROD FOUND	⊠	FENCE
■	MONUMENT FOUND	---	STONEWALL
○	UTILITY POLE	---	CURB
○	MANHOLE	---	OVERHEAD WIRES
⊠	SIGN	---	NOW OR FORMERLY
⊠	CATCH BASIN	---	DEED BOOK / PAGE
⊠	HYDRANT	---	IRON PIPE OR ROD FOUND
⊠	WATER VALVE OR SHUTOFF	---	CAPPED IRON ROD FOUND
⊠	LIGHT POLE	---	GRANITE MONUMENT FOUND
⊠	BUSH	---	w/DRILL HOLE
⊠	DECIDUOUS TREE	---	DEEDED DIMENSION
		---	MEASURED DIMENSION
		---	PLAN DIMENSION

- PLAN REFERENCES**
1. PLAN TITLED "PLAN OF LOTS DEVELOPED BY O'BRIEN & YORK" DATED JUNE 1957 BY CHARLES LOMBARD SURVEYOR AS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS PLAN BOOK 46, PAGE 52.
 2. PLAN TITLED BOUNDARY SURVEY & EASEMENT PLAN OF PROPOSED CONSERVATION EASEMENT FOR MERRILL CHAPIN DATED 12/02/19, BY NORTHERN SURVEY ENGINEERING.
 3. PLAN TITLED "BOUNDARY RETRACEMENT LOT 9 PLAN OF LOTS DEVELOPED BY O'BRIEN AND YORK CONTRACTORS FOR LYNDA CONNER" DATED 06-10-2021 BY LIVINGSTON-HUGHES PROFESSIONAL LAND SURVEYING CORPORATION.
 4. PLAN TITLED "EXISTING CONDITIONS SURVEY MAIN STREET YARMOUTH, MAINE FOR TOWN OF YARMOUTH" DATED MAY 21, 2018 BY OWEN HASKELL INC.
 5. PLAN TITLED "BOUNDARY SURVEY AT 209 WEST MAIN STREET, YARMOUTH MAINE FOR ERIC LUTZ" DATED MAY 3, 2016 BY OWEN HASKELL INC.
 6. PLAN TITLED "FINAL SUBDIVISION PLAN VILLAGE RUN" DATED 2/22/16 BY BELANGER ENGINEERING AS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS PLAN BOOK 126, PAGES 48 & 49.

- GENERAL NOTES**
1. OWNER OF RECORD: 251 WEST MAIN STREET
C.C.R.D. BOOK 37774 PAGE 184
TAX MAP 46 LOT 86
 2. BEARINGS ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM WESTERN ZONE.
 3. IT IS THE OPINION OF THIS SURVEYOR THAT THE 1.5" IRON PIPE FOUND MARKING THE NORTHWEST CORNER OF THE SUBJECT PROPERTY REPRESENTS THE ORIGINAL COMMON CORNER OF ROBERT DOUGHTY, LOT 9, LOT 10 & LOT 12 AS DEPICTED ON THE ORIGINAL PLAN OF LOTS DEVELOPED BY O'BRIEN & YORK AS RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS PLAN BOOK 46, PAGE 51, AND SHOWN BEING MARKED WITH AN IRON PIPE THEREON.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

Lane H Gray
LANE GRAY, PLS #2140
DATE: 08/12/2021

SEAL OF THE STATE OF MAINE
LAND SURVEYOR
LANE H. GRAY
2140

Boundary Survey
At
251 West Main Street, Yarmouth, Maine
Made for Record Owner
251 West Main, LLC
P.O. Box 666, Yarmouth, Maine

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424
DRAWN BY: LG/JLW DATE: JUNE 23, 2021 JOB NO. 2021-110 Y
CHECKED BY: LG SCALE: 1" = 30' DRWG. NO. 1



TAX MAP 46 LOT 82
N/F
STEPHEN BAYBUTT &
SUSAN GIFFORD
26306/266

TAX MAP 46 LOT 81
N/F
JAMES CROFT
& JULIE CROFT
1.3394/225

TAX MAP 46 LOT 80
N/F
ZOE ROCKWOOD
32313/328

TAX MAP 46 LOT 83
N/F
LYNDA CONNER
6547/166

TAX MAP 46 LOT 84
N/F
KATHYRN A. VAZNIS
25591/165

TAX MAP 46 LOT 85
N/F
MICHAEL LYSEK
27767/311

Lot B
Forest Management Area

Lot C
Forest Management Area

LOT B
+/- .84 acres

LOT C
+/- .84 acres

LOT A
+/- .02 acres

PROPOSED SUBDIVISION PLAN - Doughty Woods

251 West Main St. Yarmouth ME

LEGEND

- PROJECT BOUNDARY
TOTAL AREA: 1.88 ACRES 81,890 S.F.
- PROPOSED LOT DIVISION
- BUILDING AREA
- EXISTING BUILDING
- POSSIBLE DRIVEWAY LOCATION
- FOREST MANAGEMENT AREA
- FOREST MANAGEMENT BOUNDARY

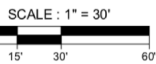
EXISTING ZONING: MDR
PROPOSED ZONING: CZA

PROPOSED SETBACKS

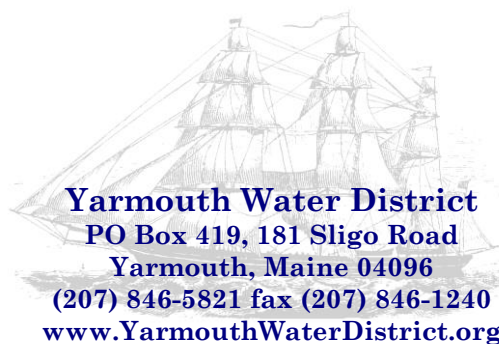
(All proposed setbacks are equal to or greater than current MDR setbacks)

	LOT A*	LOT B	LOT C
FRONT	15'	15'	15'
L SIDE	15'	+/-264'	10'
R SIDE	10'	10'	10'
REAR	10'	15'	+/-330'

* Lot A is a corner lot and has a primary and secondary front set back, and two side setbacks per Ch. 701



Eric Gagnon
Superintendent



Andrew Walsh
Chairperson, Board of Trustees

October 24, 2023

Julia Libby
Via Email: juliadlibby@gmail.com

RE: 251 West Main Street Subdivision

Dear Julia,

This letter is to inform you that the Yarmouth Water District can serve and has the capacity for the above-referenced project and will provide service in accordance with Maine Public Utilities Commission and the Yarmouth Water District Terms and Conditions.

Referencing the plan in the Yarmouth Planning Board Report dated September 7, 2023, Lot A is currently served from West Main Street. Lot B can take service from Newall Road and Lot C can take service from West Main Street. Each lot will have one service connection at the water main and be split into a separate fire and domestic services to the building with a valve for each at the property line. To determine service line and meter sizing an application for new water service must be completed including fire flow requirements. This application is attached.

Your contractor will excavate and install the service lines to our specifications within the right-of-way. This includes any required permitting and excavation restoration. The materials within the right-of-way will be purchased through the district at cost. Once we are notified that construction is ready to begin, we will provide an estimate that will include the materials mentioned above and district inspection. The estimated amount must be deposited to the district before construction of the service lines can begin. Once the project is complete we will tabulate the actual costs versus the deposited amount and issue a refund for any overage or a bill for any amount due.

Please keep us informed as the project progresses. If you have questions or concerns, feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Gagnon", is written over a horizontal line.

Eric Gagnon
Superintendent

CC: Tim Herrick, Yarmouth Water District

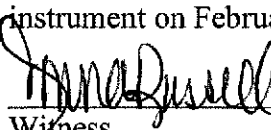
DLN 1002140131108

WARRANTY DEED


KNOW ALL PERSONS BY THESE PRESENTS, that, **CONNOR WATSON**, of the Town of Scarborough, County of Cumberland and State of Maine, for consideration paid, grant to **251 WEST MAIN LLC**, whose mailing address is P. O. Box 666, Yarmouth, Maine 04096, with WARRANTY COVENANTS, the premises situated on or about 251 West Main Street in the Town of Yarmouth, County of Cumberland and State of Maine, described on the Exhibit A attached hereto and made a part hereof.

Being the same premises conveyed to the within Grantor by Deed of Virginia E. Doughty, dated August 28, 2020, recorded in the Cumberland County Registry of Deeds in Book 37113, Page 234.

IN WITNESS WHEREOF, the said Connor Watson has signed and sealed this instrument on February 3, 2021.



Witness

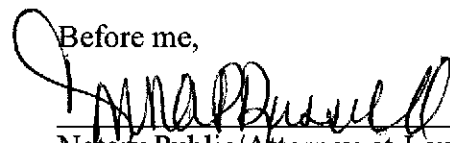


Connor Watson

STATE OF MAINE
COUNTY OF CUMBERLAND

February
January 3, 2021

Then personally appeared Connor Watson and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Notary Public/Attorney-at-Law

<p>DONNA P. RUSSELL Notary Public - Maine My Commission Expires September 23, 2027</p>

EXHIBIT A

A certain lot or parcel of land with the buildings thereon, situated in the Town of Yarmouth, County of Cumberland and State of Maine and bounded and describe as follows:

Beginning at an iron pipe at the northerly bounds of West Main Street and being South eighty two and one-half degrees westerly distant two hundred seventeen (217) feet from the most southerly corner of the land of the Reuben Merrill heirs; thence north seven and one half degrees West and at right angles to above mentioned street and by other land of the grantor four hundred seventy five (475) feet to an iron pipe; thence North eighty two and one half degrees East and at right angles to the last given bounds and by other land of the grantor one hundred twenty five (125) feet to an iron pipe near a large pine tree at the intersection of stone wall and picket fence marking the most westerly corner of the land of Reuben Merrill heirs; thence by the land of the aforesaid Reuben Merrill heirs four hundred eighty three (483) feet, more or less to the northerly bounds of West Main Street; thence by said street bounds two hundred seventeen (217) feet to the point of beginning; the same to contain one and eighty-six hundredths (1.86) acres more or less.

Summary: Advancing Public Good

Adoption of the proposed Contract Zone Agreement would advance the public good, which would not occur were the property to be developed under current zoning. The following table shows evidence of value to the Town and the resulting public good from each of the listed components of the proposal.

	Evidence of Value to Yarmouth	Public Good
Historic Preservation Agreement	<ul style="list-style-type: none"> -Historic Preservation Ordinance adopted -Historic Preservation Committee formed -Historic Districts established -Determined as a Building of Value to by Planning Board -Request by Town to document historic features prior to demo -Request by HPC to pursue CZA as a path to preservation <p>HPC:</p> <ul style="list-style-type: none"> -“Size of Lot A is in context with neighborhood” -“Historic preservation covenants provide public benefit” <p>-Preservation of the historic home is within the public good (Planning Director report to PB 9-13-23)</p>	<ul style="list-style-type: none"> -Village character preserved -Historic character preserved -Notable historic landmark preserved, one of oldest houses in Yarmouth -Property value retention -Environmentally responsible
Forest Management Plan	<p>Town has established:</p> <ul style="list-style-type: none"> -Climate Action Task Force -Climate Emergency declared -Tree Advisory Committee -Free tree planting program -Tree protection guidelines <p>- 150+ references in public comments related to the benefits that this forest currently provides including: environment, habitat, open space, stormwater, erosion, light, sound, air and water quality</p> <p>-Royal River watershed (Comp Plan)</p>	<ul style="list-style-type: none"> -Stormwater filtration -Improved air and water quality -Preserve wildlife corridor -Carbon sequestration -Rural scenery preserved -Temperature regulation -Sustain mature forests -Soils stability to prevent erosion -Protect diverse wildlife habitats -Support the Town’s open space plan and long-term vision -Maintain the area’s scenic and rural character -Protecting water sources and water quality in the Royal River and Presumpscot watersheds and Casco Bay

<p>Subdivision/ Housing</p>	<ul style="list-style-type: none"> -Alleviate housing crisis -Lack of affordability across many income levels -Adoption of LD2003 to increase housing supply -Designated Growth Area - increased density (Comp Plan) -Town report on housing (Camoin, Aug. 2023): <ul style="list-style-type: none"> -24-50 owned units annually -Growth “constrained by availability of adequately zoned buildable sites” -Affordable Housing Committee report to Town Council: <ul style="list-style-type: none"> -recommends changing zoning to allow smaller lot sizes in order to increase housing supply -recognizes increased production can lead to increased supply and reduce housing prices 	<ul style="list-style-type: none"> -Increased housing supply in Designated Growth Area (Comp Plan): <ul style="list-style-type: none"> -Walkable lifestyle -Strengthen community ties -Vehicle Use: fewer vehicles, reduces traffic, congestion, pollution, cost of living, increases air quality, street safety -Health: improved mental and physical health -Walkable access to Village supports downtown business vitality
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