

Falmouth Town Council

Special Meeting

Falmouth Town Hall

Tuesday, August 5, 2008

MINUTES

7 PM

Roll Call Present and answering roll call: Councilors Wroblewski, Rodden, Armitage, Breen, Payne and Libby.

Absent: Councilor Pierce

Item 1 **Order to enter into a Memorandum of Understanding with Tidewater, LLC, and the Tidewater Conservation Foundation regarding the use of the areas referred to as TF1 and TF2 on the Tidewater Master Plan and an amendment to the current permitted uses to allow a learning center in TF1.**

The Council first asked Community Development Director Amanda Stearns to update the Council on the remaining issues and all responses from the project representatives, staff and the Town Attorney.

Ms. Stearns reported that there were five significant issues which have been addressed as amendments in the Memorandum of Understanding and Mitigation Plan. She described the issues and amendments as follows:

1. MOU, Paragraph 4, Change in language regarding the transfer of TCF assets to require Town Council approval.
2. MOU, Paragraph 5, Change in language to reflect the Town's right to maintain the structural integrity of the farm buildings at a recoverable cost up to \$20,000 and for Tidewater to submit any and all reports or plans regarding an assessment of the buildings.
3. MOU, Paragraph 7, Change in language to require security for cash donation as part of mitigation plan and to require the final trails agreement to be submitted as part of the MOU.
4. Mitigation Plan – remove Permitted Uses list from Addendums
5. Mitigation Plan – Paragraph 1, add language requiring executed trail agreement to be submitted

Several Councilors discussed matters pertaining to all of the most recent amendments. Much of the discussion centered on the securitization of the commitment to make ten annual payments totaling \$50,000 for open space acquisition. After the discussion of this matter and the other amendments, Councilors collaborated on a series of additional amendments that would be necessary as part of a motion. The additional amendments, in summary, included the following:

1. Add five year expiration date on approval of the learning center for construction from the date of approval of the Master Plan Amendment by the Council.
2. Add requirement that the land and buildings comprising TF2 be conveyed to the TCF within two years of occupancy of the learning center.
3. Add language regarding the recording of the mortgage to secure the

financial contribution of \$50,000 for mitigation and to subordinate the mortgage to any construction financing.

The Council agreed to have Town Attorney Natalie Burns draft all the amendments to the final document at the meeting. After drafting the amendments, Chair Armitage asked if there was a motion.

On motion (Libby), duly seconded by (Payne), it was VOTED (4 Ayes, 2 opposed: Breen and Wroblewski) as follows:

BE IT ORDERED BY THE MUNICIPAL OFFICERS OF THE TOWN OF FALMOUTH, MAINE, IN TOWN COUNCIL ASSEMBLED:

“As amended and to be attached to the official meeting minutes/record, to enter into a Memorandum of Understanding with Tidewater, LLC, and the Tidewater Conservation Foundation regarding the use of the areas referred to as TF1 and TF2 on the Tidewater Master Plan and an amendment to the current permitted uses to allow a learning center in TF1.”

There was discussion prior to the vote with specific reasons for opposition and support for the motion.

Councilor Breen first offered her position in opposition of the motion. Her comments follow:

Three years ago, in 2005, after several years of extensive public process, the Falmouth Town Council entered into an agreement with the new landowners of the Finks Farm, Tidewater, LLC. The agreement aimed to balance the commercial interests of the landowner as well as the conservation interests of the public. The town up-zoned the land to provide the landowner with a higher number and a wider variety of residential units, as well as commercial units. In exchange, the town took on a conservation easement (known as TF1) which sought to conserve some portion of this gem of a parcel for future agriculture, education and cultural activities. The land owner received a \$1.9 million tax write-off as a result.

Councilor Breen acknowledged that she was not on the Council that voted on this deal, but this entire agreement was memorialized in the extensive set of documents the Council has been reviewing over the past few months. In subsequent months/years, a group of local residents, all with the greatest intentions, formed the Tidewater Conservation Foundation (TCF) to help the town carry out the goals of the easement. Councilor Breen stated that she completely supports TCF's mission to provide our community with local agriculture, education and cultural activities. Councilor Breen stated that she didn't know when, didn't know how, didn't know why, TCF entered into partnerships with the Cumberland County Cooperative Extension (CCCE) and the University of Maine (UMaine). Recently, these parties put forth a proposal to construct a 7,000 square foot building on land protected by the conservation easement. This new building is proposed to be built before any renovations are made and any use developed for the two existing Finks family structures (house and barn), which were specifically protected under the original agreement. The town's staff and legal counsel hold that this 7,000 sq. ft. building was not contemplated nor provided for in the 2005 agreement.

She said that while she supports TCF and its mission, and she knows and respects many of the board members, she is not in favor of building a new building for CCCE and UMaine. She also said that she respects the work of CCCE and UMaine, but sees nothing in the 2005 documents that indicates that the 2005 Council intended to build a huge new building for them. She didn't think this Council is respecting the intentions of the 2005 Council by voting in favor of this proposed building. In addition, TCF, by its own claims, is a fledgling organization with next to no assets and no track record for property management or programming. She would much rather see TCF renovate and use the existing Finks building, develop their organization and programming around those, and then see if they need more space in the future. She stated that she could be wrong and this project will turn into a great community asset in 10 years, and she will be the first to say that she was wrong. But at this moment, she will be voting against this building proposal.

She stated that we have more specifics to develop regarding parking, events and other uses related to the building, and hopes that future Councils will respect those decisions more than we have respected the 2005 Council in this case.

Councilor Wroblewski offered his position in opposition of the motion. He offered his appreciation and respect to the people involved which has made this a very difficult decision. Councilor Wroblewski focused on three aspects of the project.

First, he expressed concern about the commercialization of this part of the property, particularly the guarantee that there will always be offices in this location. This use is in conflict with the conservation easement and original intent.

Second, Tidewater LLC's continued relationship with the board Tidewater Conservation Foundation will continue what he believes to be a contracted relationship. He continued with a statement that this guarantees that the workings of TCF will be influenced by how those workings will affect the profitability of Tidewater LLC.

Third, Councilor Wroblewski stated that TCF is an untested organization. It is unclear whether they will be able to achieve their goals. The right of first refusal or actual right to purchase the property, should the buildings become abandoned, is more significant than the right to approve the transfer.

Councilor Rodden said she supported the Learning Center because it would be highly valuable to the town as a central location for agricultural education through the Cumberland County Co-Operative Extension. Without the Learning Center, it would be difficult to create comparable programs at the Finks farmhouse and barn. The Tidewater Conservation Foundation's agreement to pay \$50,000 for mitigation also contributed to her decision. Councilor Rodden also expressed her careful consideration of all the competing interests associated with this very complex project. She asked that the next phase of the project proceed with greater organization and a focus on efficient use of everyone's time.

On motion (Libby), duly seconded by (Breen), it was VOTED (3 Ayes: 3 opposed: Wroblewski, Rodden, and Armitage) as follows:

BE IT ORDERED BY THE MUNICIPAL OFFICERS OF THE TOWN OF

FALMOUTH, MAINE, IN TOWN COUNCIL ASSEMBLED:

“To adjourn the meeting at 8:30 PM.”

MOTION FAILED

Councilor Armitage announced that Town Manager Nathan Poore would like to update the Council on two matters.

Poore informed the Council that the Charter Commission held their third meeting this week and was planning to hold a public hearing on August 26, 2008, at 7:00 pm (location to be determined). Poore also told the Council that the Commission appears to be on track for a November 2009 election but that there was some dissension and that the matter had not yet been decided by the Commission.

Poore reminded the Council that the special Council meeting on August 19, 2008, (prior to the regular workshop) is being held to consider the final election documents pertaining to the Falmouth elementary school construction project. Poore stated that there have been a number of e-mails from citizens requesting the Council consider splitting the question to permit voters an option to accept or reject portions of the project that will be funded by local resources. Poore told the Council that the complexity of the documents would require time and resources to construct the necessary amendments to all documents if this option is to be considered. Poore asked that Councilors contact him as soon as possible if they thought this may be something that will be considered. Councilor Payne stated that he would like Poore to take the necessary steps to ensure that this will be an option to consider at the August 19, 2008, special Council meeting.

On motion (Rodden), duly seconded by (Libby), it was VOTED (5 Ayes, note: Councilor Breen was excused and left the meeting prior to this vote) as follows:

BE IT ORDERED BY THE MUNICIPAL OFFICERS OF THE TOWN OF FALMOUTH, MAINE IN TOWN COUNCIL ASSEMBLED:

“To adjourn the meeting at 8:50 PM.”

Respectfully submitted,
Nathan Poore, Town Manager and recorder of the August 5, 2008, Special Council Meeting

Appendix A – Per Order in Agenda Item 1

MEMORANDUM OF UNDERSTANDING

Between the Town of Falmouth, ME, Tidewater LLC and Tidewater Conservation Foundation

This Memorandum of Understanding (the “Memorandum”) is by and among the Town of Falmouth (the Town), Tidewater, LLC (Tidewater) and Tidewater Conservation Foundation (TCF) regarding the use of property owned by Tidewater and over which the Town has a Conservation Easement, as well as adjacent property.

WHEREAS, the Town previously approved zoning for land owned by Tidewater to facilitate a mixed use development, the protection of the historic Finks Farm Property and the protection of a significant open space area, as well as working with Tidewater to develop a Master Plan and Management Plan for the Protected Property dated April 4, 2005 and entering into a Memorandum of Understanding dated December 20, 2004; and

WHEREAS, Tidewater granted to the Town a Conservation Easement over the parcel of land identified on the Master Plan as TF 1, which Conservation Easement is dated October 14, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23279, Page 235; and

WHEREAS, the parties now seek to amend the terms of the Conservation Easement and the Tidewater Master Plan to allow Tidewater to construct a new structure to be owned by TCF or another nonprofit organization to house an learning facility to be utilized by the University of Maine and other non-profit users (the learning center) and related parking in a portion of the Conservation Easement area; and

WHEREAS, as the parties also seek to add to the Conservation Easement the area shown as TF 2 on the Master Plan; and

WHEREAS, the parties further wish to clarify and amend the terms of the Conservation Easement so that it contains all of the regulations and restrictions for the property, without the need for reference to the Master Plan, the Management Plan, the prior Memorandum of Understanding or any other document or plan;

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A of the Conservation Easement shall be amended to include both TF 1 and TF 2.
2. Exhibit B of the Conservation Easement shall be amended to specify all temporary and permanent uses permitted on the land covered by that Easement and to regulate the intensity of such uses. As a starting point for discussion, the parties shall use the list of uses in the Zoning Ordinance, Section 3.18, on the Master Plan, within the Conservation Easement and in the Land Management Plan with the exception of the learning center which is an added use. TF 2 shall

have different permitted uses, including the uses currently allowed in TF 2 as established by the Zoning Ordinance, the Master Plan and the Land Management Plan. The area of the learning center building shall be included in the TF 2 use area.

- 3. The proposed learning center shall be included as a permitted use in Exhibit B to the Conservation Easement. The Falmouth Town Council shall be granted the authority to review and approve the preliminary site plan for the learning center and the building design, including but not limited to the location, construction method and size of parking areas, the overall site plan/design, and the location and size of proposed signage, prior to final Planning Board review of the project under applicable Town ordinance provisions. The preliminary site plan shall also demonstrate how the proposed development and parking will impact entrances from the access road to the inn proposed to be located on the area delineated as TF 3 on the Master Plan and within the adjacent residential neighborhoods. The preliminary plan will demonstrate that the allowed uses will minimize the impacts on the property covered by the Conservation Easement to the greatest possible extent. In the event that temporary events will require off-site parking, Tidewater shall demonstrate that it has sufficient control of off-site parking facilities that can be used as part of a parking plan for event parking and will provide for appropriate transportation from the off-site parking location to the event site. Tidewater may seek preliminary site plan review from the Planning Board prior to or concurrently with the Town Council review established by this Section. Tidewater and TCF understand that the review and approval of a preliminary site plan by the Town Council may result in restrictions or limitations placed on permitted permanent and temporary uses due to, but not limited to, dimensional constraints of the property or impacts to abutting property. TCF's option to construct the Learning Center will expire five years from the date of the Council's approval of the amendment to the Master Plan.
- 4. Tidewater shall convey the fee interest in TF 1 to TCF prior to the Town's issuance of any building permits for the learning center. Tidewater shall convey the fee interest in TF 2, together with the structures located thereon, to TCF or the then current owner of the fee interest in TF 1 when the owner of TF 1 demonstrates that it is financially able to own and operate the property. The conveyance of TF2 to TCF shall occur no later than two years after occupancy of the learning center. Prior to the time of that sale, Tidewater may enter into a ground lease with the owner of TF 1 for the land area associated with the learning center. In the event that TCF either decides to dissolve its status as a non-profit corporation or decides to transfer its fee interest in TF 1 or TF 2 to another entity, TCF shall make a recommendation to the Town as to its successor in interest in the property. No transfer shall occur without the Town Council's prior approval.
- 5. The amended Conservation Easement shall include a grant to the Town of the right, but not the obligation, to maintain the historic structures on TF 2. This grant shall be limited to repairs necessary to maintain the integrity of the structures. The amended Conservation Easement shall include a self-help

provision concerning the Town's ability to maintain the structures, with a maximum limit of \$20,000 in costs recoverable by the Town. Tidewater shall provide to the Town its assessment of the condition of the historic structures performed by its architect or other structural consultant. The Town's Code Enforcement Officer shall review the assessment and shall report to the Town Council concerning the status of the structures and whether there are sufficient structural deficiencies in the historic structures to warrant the establishment of an escrow account or other form of performance guarantee acceptable to the Town for the purpose of ensuring that repairs required to establish or maintain structural stability and integrity of the historic structures. If the Town determines that an escrow account or other performance guarantee is required for this purpose, the Town may utilize the funds if, after notice, the then owner of the historic structures fails to undertake required repair or restoration work necessary to protect the historic structures from structural damage, demolition or other injury that could result in the loss of the historic structure or one or more of its historic elements.

6. The parties shall develop design guidelines for any new construction or modification of the existing structures on either TF 1 or TF 2. The design of the learning center and other new buildings shall be as established by Section 3 of this Memorandum of Understanding and the existing provisions of the Master Plan and the Land Management Plan and the Conservation Easement and may also look to the existing Tidewater Village Design Guidelines. The developed design guidelines shall also take into account the historic character of the house and barn located on TF 2. The developed design guidelines will not be unduly burdensome as to cost or permitted methods of work.
7. Tidewater shall provide mitigation for the loss of the conservation value of the area of TF 1 where the learning center and parking will be located. This mitigation shall be done in accordance with a plan approved by the Town Council, which plan shall be incorporated as part of this document. Tidewater may satisfy this condition with TCF's assistance or may assign this obligation to TCF without additional Town approval. The Mitigation Plan shall include all of the elements set forth in Exhibit A. The payment of funds to the Town as set forth in the Mitigation Plan shall be secured by either TCF or Tidewater in a manner acceptable to the Town Council. TCF shall enter into a trails agreement with Portland Trails concerning the various trail creation and work requirements set forth in the Mitigation Plan. This trails agreement shall become an addendum to the Mitigation Plan after review by the Town Council and before the issuance of any building permit for the learning center.
8. Tidewater and any subsequent owner of TF 2 shall maintain the historic character of the structures on that parcel to the greatest practical extent and shall not allow demolition of the structures either by willful act or by neglect.
9. The parties agree to negotiate in good faith in the preparation and execution of all legal documentation reflective of and necessary to implement the terms and conditions of this Memorandum of Understanding.

10. This Memorandum of Understanding and any documents drafted in accordance herewith shall be governed by the laws of the State of Maine, without regard to the conflict of law provisions thereof. Until replacement documents are signed, the original Conservation Easement, the original Memorandum of Understanding and the Master Plan shall remain in full force and effect.

11. No party may assign either this Memorandum or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties.

Agreed to by the undersigned this ____ day of _____, 2008.

TIDEWATER LLC

By: _____

Armitage
Printed Name

Its:

TOWN OF FALMOUTH

By:

William O.
Printed Name

Its: Council Chair

TIDEWATER CONSERVATION FOUNDATION

By: _____

William Lunt III
Printed Name

Its: President

Exhibit A to the Memorandum of Understanding dated July 28, 2008, as amended August 5, 2008

**Tidewater Conservation Foundation and Tidewater, LLC
Mitigation Plan**

Introduction

This Plan contains the terms for an agreement between the Tidewater Conservation Foundation (“TCF”) and Tidewater, LLC; and the Falmouth Town Council (the “Council”). The terms provide for actions to be taken by TCF and Tidewater, LLC in exchange for the Council’s approval of an amendment to the Tidewater LLC, Master Plan, an approval that will permit the construction of a regional learning center (the “Learning Center”) at Tidewater Farm (the “Farm”) supporting the agricultural and other permitted uses adjacent to and within the Conservation Easement. The four basic components of mitigation offered by TCF and Tidewater, LLC include:

- (a) a financial commitment of \$50,000 from TCF to the Town of Falmouth in support of property acquisition for the Greening of Falmouth;
- (b) the development of four trail systems providing a significant increase in public access to both the Protected Property as defined in the Memorandum of Understanding and surrounding areas;
- (c) a redefinition and expansion of the land at Tidewater Farm to be controlled consistent with the Protected Property requirements; and
- (d) clarification of the permitted uses and activities within the Protected Property.

Detailed Description

1. The Greening of Falmouth Open Space Project

Over a period of ten (10) years, TCF will assist in funding the Town’s activities in support of Open Space implementation with a financial contribution of fifty thousand dollars (\$50,000). TCF, working collaboratively with the Town’s Open Space Subcommittee, shall ensure the contributed funds are directed towards and in support of efforts outside of the existing Conservation Easement, but consistent with the activities supported at Tidewater Farm. The expenditures may include, but are not necessarily limited to, additional land acquisition that will be characterized as part of the Protected Property, new trail development beyond what is currently described in this Plan or other projects supporting sustainable agricultural. Payment of this commitment will be secured and guaranteed by Tidewater LLC and TCF through a promissory note or in such other manner of guarantee as is consistent with standard commercial practices. The terms of a note will provide for 10 annual payments of \$5000 each with no interest accruing on the principal, and will be secured by a mortgage in favor of the Town on TF 1 and the building to be located thereon. Such mortgage shall be recorded in the Cumberland County Registry of Deeds, but shall provide for any required subordination for TCF’s construction financing. Any default in payment by TCF or Tidewater, LLC shall be considered a default as to the terms of the Memorandum of Understanding in its entirety.

and such default shall be subject to all remedies as shall further be provided for under the terms of the Note.

From a mitigation perspective, this financial commitment will accomplish the following:

- (a) the identification and acquisition of additional land in exchange for the .6 acre footprint requirement for constructing the Learning Center;
- (b) the potential for acquiring key connections for additional trail system development; and
- (c) development of a collaborative relationship with the Town of Falmouth furthering the underlying purposes of the Conservation Easement.

Estimated value: \$50,000; Estimated value of the additional open space preservation: TBD

2. Trails

TCF and Tidewater LLC will work in collaboration with Portland Trails to establish and maintain four (4) new trail systems located both within and outside the Protected Property (the “Trails”). See Schedule A incorporated herein by reference. The intent is to provide access to the public as well as to connect the Farm to other key areas of Falmouth. This trail system will provide access along the shore of the Presumpscot River estuary, will be ideal for nature study, exercise and serve as a connector for the working farm areas with public transportation and parking available at Clearwater Drive. The Trails will also provide pedestrian access from Tidewater directly to Route 1 sidewalks and future access to the Town of Falmouth’s Pine Grove trail network. With the exception of the Village Park Connection, Portland Trails has agreed to hold the necessary easements. The Village Park Connection easement discussed below will be arranged with the Town of Falmouth. Under the direction of TCF Board member, Caleb Hemphill, Portland Trails and TCF are addressing and allocating responsibility for trail development costs, long-term trail maintenance and, ultimately, and the requirements for public access. The terms of such responsibilities will be the subject of a written agreement between TCF, Tidewater LLC and Portland Trails, a copy of which will be provided to the Council upon final execution and attached as to this Plan as Schedule B incorporated herein by reference. The Trails are illustrated below and described as follows:

- **Brickyard Point Trail**

This trail starts at the Learning Center and will provide access over the Scittery Gussett creek to the Brickyard Point property recently acquired by Portland Trails. A pedestrian bridge is planned to be constructed over the creek to provide year-round access. The trail will require the grant of an easement by TCF to Portland Trails. In addition to an easement, TCF will donate in-kind services to assist Portland Trails with the development and maintenance of the access trail.

Estimated Value: \$25,000; Easement donation: \$20,000; Materials: None; TCF In-Kind Services: \$5,000

- **The Tidewater Basin Estuary Trail**

This trail also starts at the Learning Center and will provide a scenic path along the salt marsh and a trail through the wooded conservation land leading to the traffic circle on

Clearwater Drive where parking and bus transportation are available. The trail will provide scenic overviews of the estuary and an approximately 100 foot pedestrian bridge will be installed by TCF and Portland Trails to cross a section of salt marsh which will allow an unusual opportunity for nature study.

Estimated Value: \$50,000; Easement donation: \$30,000; Materials: Wetland crossing materials - \$10,000 (charitable donations to TCF from community businesses and individuals); TCF In-Kind Services: \$10,000

- **Clearwater Drive to Route 1/Pine Grove Connection**

This trail section will be developed cooperatively between TCF, Portland Trails, FTAC and Princeton Properties. The trail will start at the traffic circle on Clearwater Drive and provide a trail connection through the Protected Property, and along an edge of the Clearwater Estates/Princeton Properties, a section adjacent to the Portland Water District easement and out to the sidewalk on Route 1 across from Pine Grove.

Estimated Value: \$7,500; Easement donation: \$3,000; Materials: \$500; TCF In-Kind Services: \$4,000

- **Village Park Connection**

Starting at the Learning Center, this trail will provide a scenic path through the agricultural and orchard areas that are planned between the residential development and the TCF Conservation areas. The trail is planned to cross Farm Gate Road and provide a trail connection to the Falmouth Village Park and Family Ice areas.

Estimated Value: \$5,000; Easement donation: \$1,000; Materials: \$1,000; TCF In-Kind Services: \$3,000

3. Land Use Plan for Open Space Preservation

A key component identified by all interested stakeholders is to balance development within the Protected Property while ensuring permitted activities and uses are consistent with maintaining open space and sustainable agriculture. In addition to agriculture, other permitted uses in the area include education and the arts. TCF will take the following steps to maintain the open space while ensuring the economic sustainability of the area:

- TCF will construct the Learning Center consistent with the parameters provided for in the attached Schedule C incorporated herein by reference and as may be further modified consistent with the site plan review process. Construction shall begin upon completion of a capital campaign raising all funds necessary to cover construction costs. It is estimated this step will be completed no later than the Spring of 2009. TCF's option to construct the Learning Center will expire five years from the date of the Council's approval of the amendment to the Master Plan.
- With the exception of small outbuildings necessary to support permissible uses within the Protected Property, no further new construction will occur. Such outbuildings shall not exceed 12 feet in height.
- As part of its management obligations, TCF has begun a strategic planning process for Tidewater Farm and the Protected Property, the Tidewater Conservation Foundation 2008 Strategic Plan. The initial draft of the Strategic Plan describes and provides for the implementation of intended uses and activities at the Farm in 3 phases. The phases include the development and establishment of collaborative

partnerships addressing environmental protection, agricultural research and site specific education. Implementation will be done in conjunction with these strategic partners and monitored by TCF. The focus will continue to emphasize agricultural and demonstration projects the results of which can be applied in other areas within the Town of Falmouth and outlying communities.

- Renovation of existing buildings within located within the Conservation Easement shall be consistent with the historic nature and the character of the property. Improvements to existing buildings shall not exceed an expansion of more than 15% of the current total gross square footage of the structures.

4. Protected Property

In 2005, the Town and Tidewater LLC established two principal areas within Tidewater Farm, TF1 and TF2. TF1 was defined as the Protected Property and subject to the uses provided for in the Easement and a related Management Plan. Adjacent to the Protected Property were (and continue to exist) two buildings in the area designated as TF2. The original concept provided for with respect to TF2 and its buildings was improvements and maintenance to support the activities and uses identified as permissible in the Protected Property. In order to ensure consistency in administration, Tidewater LLC and TCF will take the following steps:

- **Tidewater LLC Donation of TF1 and TF2 to Tidewater Conservation Foundation**

Tidewater, LLC will sign a Letter of Intent providing for the donation of TF1 and the TF2 parcel and buildings to TCF consistent with the terms of the accompanying Memorandum of Understanding. Upon donation, TCF will assume the obligations of Tidewater, LLC.

Estimated Value: Charitable Donation

- **Definition of Protected Property**

The definition of Protected Property will expand to include the TF2 area of the Farm. This change will ensure consistent administration of the two areas with TCF supporting the long range vision for Tidewater Farm. The TF1 and TF2 areas will continue to be delineated separately. This will allow TCF and the Council to monitor the activities and approval of uses involving the buildings separately from the open space areas. The Learning Center will be identified as included within the TF2 area.