

LAND USE

120 Attachment 11

Appendix K

322 Roosevelt Trail Contract Zone

322 Roosevelt Trail Contract Zone

322 ROOSEVELT TRAIL CONTRACT ZONING AGREEMENT

This Contract Zoning Agreement (this "Agreement") made this 10th day of August, 2023 (the "Effective Date"), by and between the TOWN OF WINDHAM, a body corporate and politic located in Cumberland County and State of Maine (the "Town") with a mailing address of 8 School Road, Windham, Maine and 322 Roosevelt Trail, LLC, a Maine limited liability company with a mailing address of 963 Main Street, Westbrook, Maine 04092 (the "Owner").

WHEREAS, the Town is authorized to enter into contract zoning agreements pursuant to 30-A M.R.S. § 4352 and Section 108 of the Windham Land Use Ordinance (the "Ordinance").

WHEREAS, the Owner owns the real estate parcel located at 322 Roosevelt Trail, Windham, Maine, consisting of approximately 3.82+/- acres, generally being shown on the Town's Tax Map 12, Lots 58, all of which Property is shown on the attached Exhibit A-Site Location Map (the "Property");

WHEREAS, the Property is currently located in the Farm (F) Zoning District, as further described in the Ordinance;

WHEREAS, the Owner proposes to utilize the Property for multifamily dwelling, including expansion of one of the two existing residential buildings on the Property to create larger residential dwelling units and improvement of the existing site aesthetics and conditions (the "Project");

WHEREAS, the Owner and the Town have agreed that it is desirable that the Property be utilized for multifamily residential dwelling;

WHEREAS, after notice and hearing and due deliberation of this re-zoning proposal, the Windham Planning Board recommended the re-zoning of the Property;

WHEREAS, the Town, by and through its Planning Board and Town Council, have determined that the re-zoning is consistent with the Comprehensive Plan; and

WHEREAS, this re-zoning has been authorized by the Town Council.

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

1. The Town will amend the Ordinance and Zoning Map of the Town of Windham to create and to make reference to the 322 Roosevelt Trail Contract Zone, as shown on Exhibit A attached hereto and hereby incorporated by reference.
2. The Owner, its successors and assigns, shall use the property in compliance with all applicable requirements set forth in Exhibit B, attached hereto and hereby incorporated by reference, including the further Exhibits attached thereto and incorporated therein.
3. The Owner shall record the fully executed Contract Zoning Agreement and all Exhibits in the Cumberland County Registry of Deeds and shall submit proof of recording to the Town's Code

Enforcement Officer and Planner before any site work is undertaken or any building permits are issued.

4. The provisions of this Agreement shall be deemed restrictions on the use of the Property, and this Contract Zoning Agreement may be amended only by future written Agreement between the Town of Windham and the Owner or its successors in interest after compliance with State law for adoption or amendment of contract zones.

5. The restrictions, provisions, and conditions of this Agreement are an essential part of the re-zoning, shall run with the Property, shall bind the Owner, its successors in interest and assigns of the Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town.

6. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, the provisions of this Agreement are severable, and if any one clause or provision hereof shall be held invalid or unenforceable, in whole or in part, by any Court of competent jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision of this Agreement nor affect the validity of this Agreement or the remaining portions thereof.

7. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Ordinance.

8. In the event that the Owner or its successors or assigns fail to complete or operate the Project or the Property in accordance with this Agreement, the Town Council of the Town shall have the authority, after written notice to the Owner or its successors or assigns, and reasonable opportunity to cure, to terminate this Agreement and to re-zone the Property to Farm Zoning District or any successor zone. In the event of such a re-zoning, the Property shall then be used for only such uses as otherwise allowed by law. The Town shall also have the ability to enforce any breach of this Agreement or any other violation of the Ordinance through the provisions of 30-A M.R.S. § 4452.

NOW THEREFORE, this Agreement is hereby made official by the signatures below:

[Signatures on Following Page]

Witness our hands and Seals on Sept. 21, 2023

TOWN OF WINDHAM

Sammy Hodgman
Witness

By: [Signature]
Print Name: Barry Tibbets
Its: Town Manager

322 ROOSEVELT TRAIL, LLC

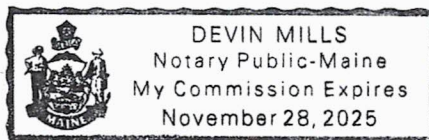
Sammy Hodgman
Witness

By: [Signature]
Print Name: Scott W. Smith
Its: Partner

STATE OF MAINE
COUNTY OF CUMBERLAND

Sept 21, 2023

Then personally appeared before me the above-named Barry Tibbets, Scott W. Smith and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of Town of Windham, Maine.

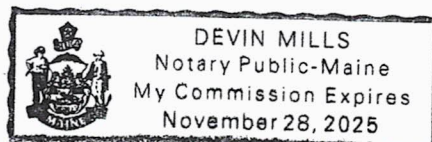


Devin Mills
Notary Public/Attorney-at-Law
Print Name: Devin Mills
My Commission Expires: 11/28/25

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2023

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Devin Mills
Notary Public/Attorney-at-Law
Print Name: Devin Mills
My Commission Expires: 11/28/25

EXHIBIT A
[SITE LOCATION MAP]

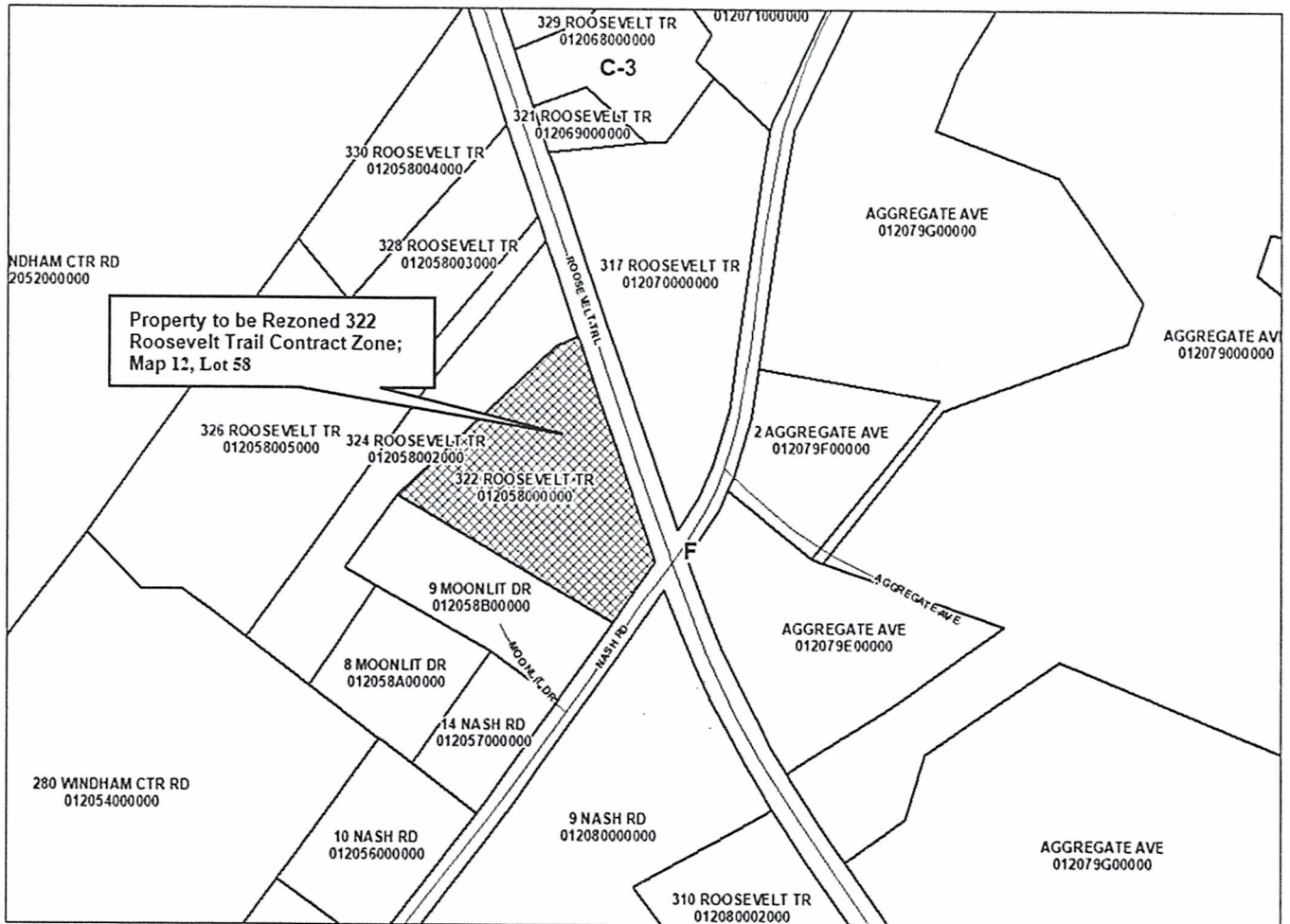


EXHIBIT B
[322 ROOSEVELT TRAIL CONTRACT ZONING DISTRICT]

1. Intent

The 322 Roosevelt Trail Contract Zoning District intends to enable the expansion and redevelopment of the Property and the residential structures thereon for multifamily residential dwelling of up to 23 long-term dwelling units. Said use of the Property will benefit the Town by providing quality affordable housing for the workforce and retirees in an area of the Town where residential use is preferred over commercial or other intensive non-residential uses. The Contract Zone is located on U.S. Route 302, a transit route, that supports the transportation system along a main corridor in the Town. Furthermore, the Contract Zone will not result in a visual change that negatively affects the rural character of the Property or neighboring properties, and no expansion of municipal services is necessary as part of the re-zoning.

2. Permitted Uses

- a. Dwelling, Multifamily
- b. Home Occupation 1
- c. Home Occupation 2
- d. Building, Accessory
- e. Use, Accessory

3. Conditional Uses

None

4. Prohibited Uses

Uses that are not expressly enumerated herein as either Permitted Uses or Conditional Uses are prohibited.

5. Dimensional Standards

- a. Minimum Lot Size: Minimum lot size shall be 3.82+/- acres.
- b. Density: Up to 23 long-term dwelling units to be located in two (2) existing buildings, subject to expansion, as depicted on the Contract Zone Plan attached hereto and incorporated herein as Exhibit B-1 ("Exhibit B-1").
- c. Frontage: 507.71+/- feet
- d. Minimum Front Setback: 40 feet
- e. Minimum Side Setback: 10 feet
- f. Minimum Rear Setback: 10 feet
- g. Maximum Building Height: The greater of 35 feet and the height of existing structures, subject to expansion, as depicted on Exhibit B-1. h. Maximum Building Coverage: 25%

6 District Performance Standards

a. Buffer strip, landscaped/streetscape landscaping: A reasonable attempt to screen the Project with buffering measures installed between the street right-of-way and the buildings and parking at 322 Roosevelt Trail. The primary purpose of the buffering is to limit and soften views to and from Roosevelt Trail. Screening shall consist of a planting strip of trees, shrubs, perennials, erratic placement, mounding, or a combination thereof in an aesthetically pleasing arrangement. Selected vegetation shall be non-invasive species and the property owner is responsible for maintaining the buffer in good condition. The final screening plan shall be determined by the Planning Board per the site plan and subdivision review.

The buffer strip standards of Section 120-511 of the Land Use Ordinance shall apply.

b. Curb cuts and driveway openings: The curb cuts and driveway opening shall be satisfied by existing conditions and as depicted on the Existing Conditions Plan attached hereto and incorporated herein as Exhibit B-2 ("Exhibit B-2"), and shall not exceed forty feet (40') in width.

The curb cut standards of Section 120-522 of the Land Use Ordinance, with the exception of Subsection 120-522(B), shall apply.

c. Parking and loading: The Project shall include a minimum of one (1) parking space per dwelling unit. Parking layout and design shall be satisfied by existing conditions and as depicted on Exhibit B-1, and a parking stall shall be nine feet (9') by eighteen feet (18') in size.

Parking for any nonresidential uses shall be designed to permit each motor vehicle to proceed to and from the parking space provided for it without requiring the moving of any other motor vehicle.

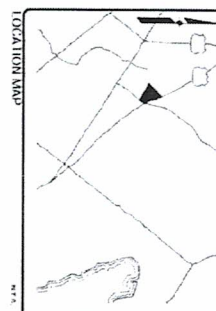
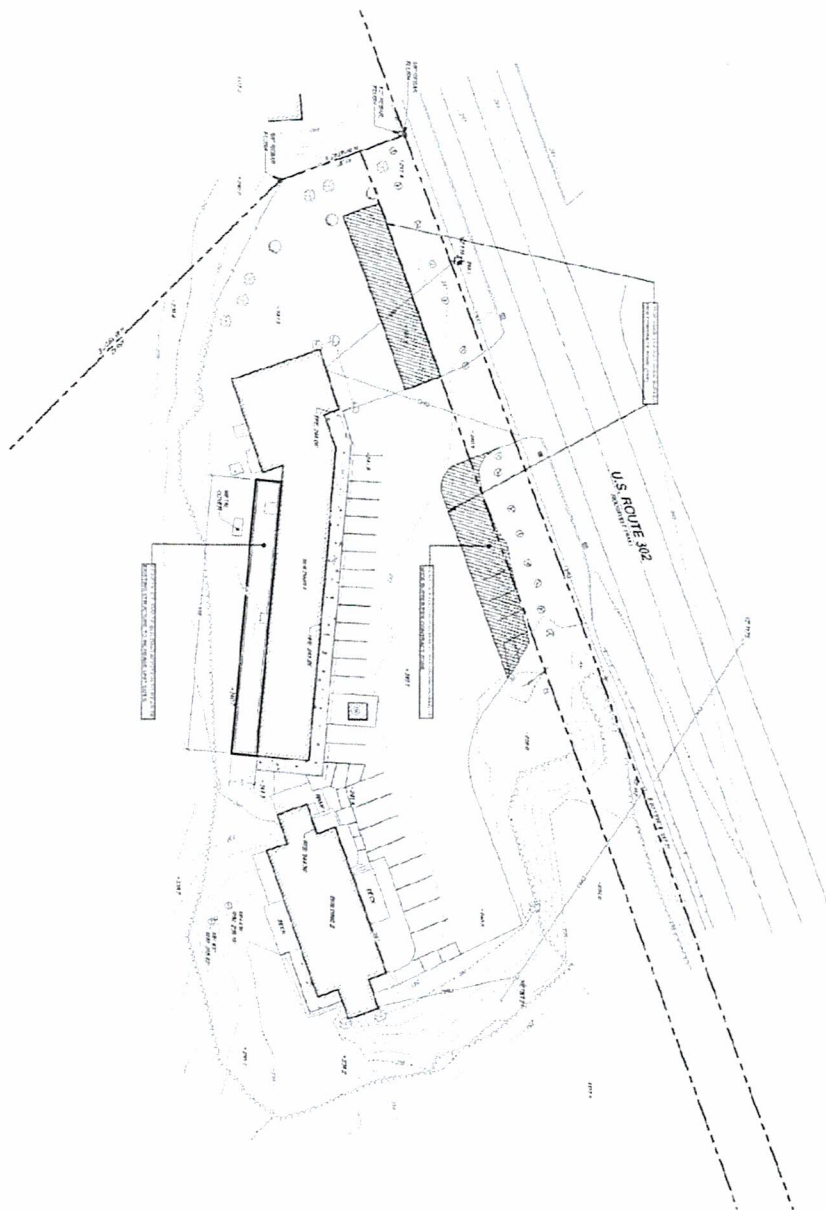
The parking and loading standards of Section 120-542 of the Land Use Ordinance shall apply.

d. Solid Waste Dumpster: Any permanent solid waste dumpster shall meet the standards of Section 120-554 of the Land Use Ordinance.

e. Site plan review and approval authority shall be with the Planning Board in accordance with the application and review requirements established by Article 8 of the Land Use Ordinance.

f. Subdivision review and approval shall be in accordance with the application and review requirements and procedures established by Article 9 of the Land Use Ordinance.

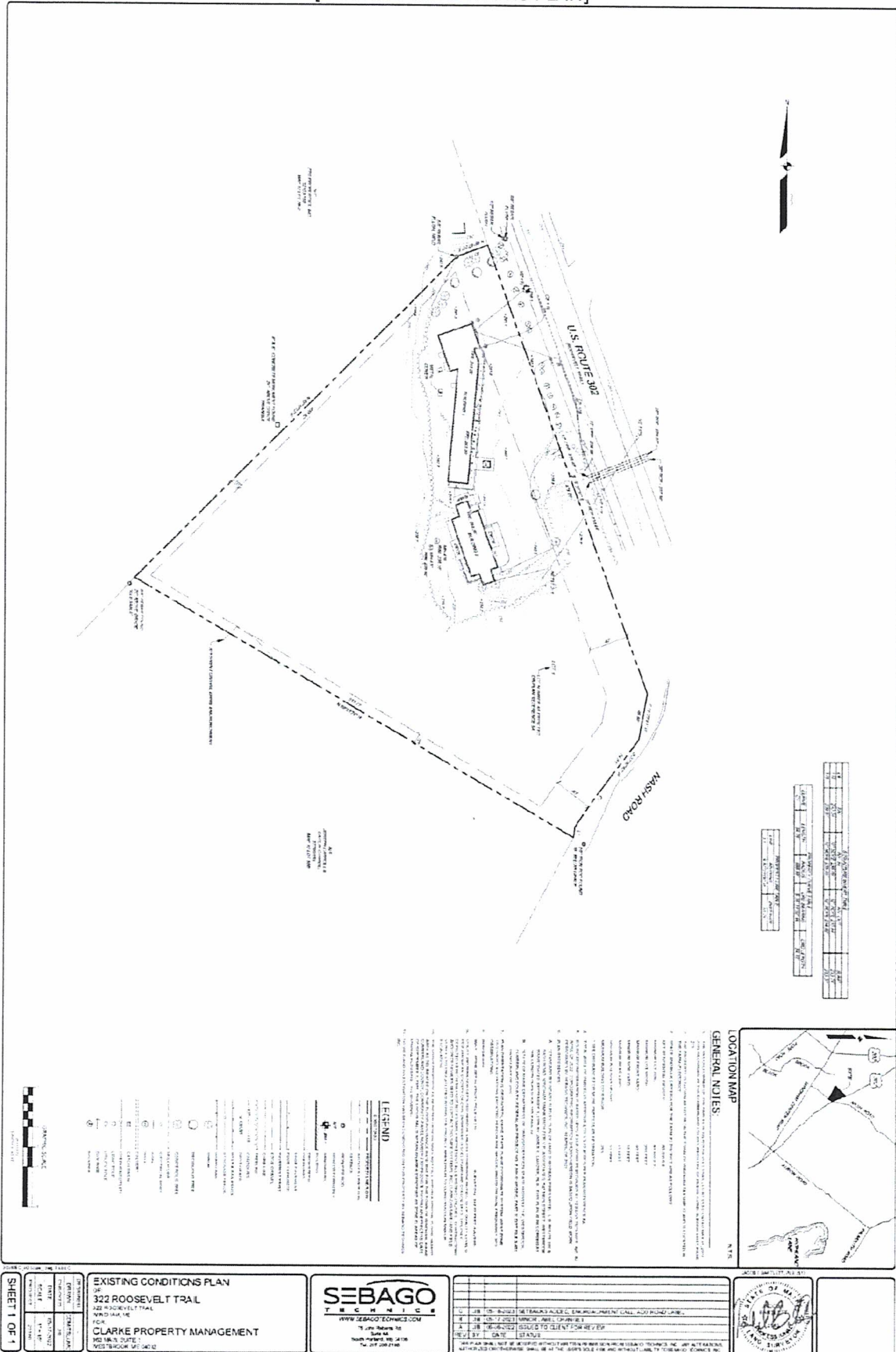
g. Three overhead utility connections, as depicted on Exhibit B-1, shall be permitted.



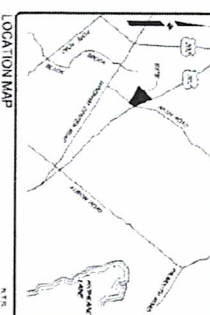
SHEET 1 OF 1	CONTRACT NO.	123-456789
	PROJECT NAME	CLARKE PROPERTY MANAGEMENT
	CLIENT NAME	CLARKE PROPERTY MANAGEMENT
	DATE	01/15/2023
	BY	J. SMITH

[illegible]

EXHIBIT B-2 [EXISTING CONDITIONS PLAN]



DATE	BY	REVISION	DESCRIPTION
10/1/2023	J. B. B.	1	Initial Survey
10/1/2023	J. B. B.	2	Final Survey



GENERAL NOTES:

1. The property is located in the town of...
2. The property is bounded by...
3. The property is owned by...
4. The property is subject to...
5. The property is subject to...
6. The property is subject to...
7. The property is subject to...
8. The property is subject to...
9. The property is subject to...
10. The property is subject to...

LEGEND

- 1. Existing Building
- 2. Existing Easement
- 3. Existing Fence
- 4. Existing Road
- 5. Existing Water
- 6. Existing Trees
- 7. Existing Utilities
- 8. Existing Survey Points
- 9. Existing Property Lines
- 10. Existing Zoning

SEBAGO

700 Main Street
South Portland, ME 04106
Tel: 207.281.1111

EXISTING CONDITIONS PLAN
OF
322 ROOSEVELT TRAIL
WIND LARK ME
CLARKE PROPERTY MANAGEMENT
HOLDING CO., LLC
WESTBORO, MA 01581

DATE: 10/1/2023
BY: J. B. B.
REVISION: 1
DESCRIPTION: Initial Survey

DATE: 10/1/2023
BY: J. B. B.
REVISION: 2
DESCRIPTION: Final Survey