



Conditional Rezoning Amendment Application  
Casco Heights Residential Condominium  
802- 828 Ocean Avenue Portland, Maine  
Tax Map 411, Block A, Lot 7 and Tax Map 416, Lots 6,7 and 21  
Ridge Development, LLC / Applicant

April 4, 2014

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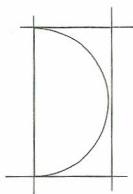
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d o y l e  
e n t e r p r i s e s

## CASCO HEIGHTS

April 2014

Dear Members,

On October 18, 2004 the Portland City Council approved the Contract Zone Agreement to Graves Hill, LLC, which allowed the 18 acre vacant property, overlooking Casco Bay, located at 802 Ocean Avenue to be rezoned from R-3 to 8 acres of R-OS and 10 acres of R-5A. Working with Portland Trails, the open space was to be developed into a trail system that would connect with the Ocean Avenue Recreation Area. (At that time it was The Ocean Avenue Landfill.) The R-5A portion would allow two 100 foot buildings containing a total of 98 units. The 2004 project was called Graves Hill and was designed as large luxury condominiums. The Contract Zone Agreement specified that there would be two parking spaces per unit along with 28 visitor spaces and that each building would contain a community room, an office, a fitness and special events room and a cross country ski room.

The project got bogged down in stormwater issues and the final planning board approval was not received until 2006. Then 2007 came along and due to the instability of the economy, the project was not built. I own the property and was the developer for the Graves Hill project. I have entered into an agreement to sell the property to Ridge Development, LLC. They have hired me to advise them and present the new plan.

The new project will be called Casco Ridge and the buildings are an improvement over the approved 2006 project. The approved 100 foot height limit was controversial, Casco Heights will be no taller than 75 feet. Graves Hill was entirely large luxury units. Casco Heights is a mix of one, two and three bedroom, market rate condominiums along with top floor penthouses.

Although the Graves Hill buildings may have been controversial, the preservation of open space and the careful consideration of the land to be developed, was always supported by the boards and neighbors. That concept has not changed. Eight Acres will still be rezoned as R-OS and Portland Trails will participate in the development of a trail system that will run from Ocean Avenue through the R5-A zone to the R-OS and then connect to the Ocean Avenue Recreation Area.

We are asking that the Planning Board recommend to the Portland City Council the following changes to the 2004 approved Conditional Rezoning Amendment:

1. The name shall be changed from Graves Hill Land Company, LLC to Ridge Development, LLC
2. The maximum number of total allowed units shall be reduced from 98 to 94
3. The R-5A zone shall be changed from 10.17 acres to 10.4 acres and the R-OS shall be changed from 8.15 acres to 7.92 acres
4. The requirement for each building to contain a community room, office, fitness room, special events room and cross country ski center shall be removed
5. The amount of required parking shall be changed from two spaces per unit to two spaces for multi bedroom units and one space per single bedroom unit. The 28 visitor spaces remain unchanged.

Thank you for your consideration. We look forward to working with you on the new project.

Sincerely,

Diane Doyle

PROJECT ADDRESS: 802 - 828 Ocean Avenue

CHART/BLOCK/LOT: 411-A-7 and 416-A-6, 7, 21

DESCRIPTION OF PROPOSED ZONE CHANGE AND PROJECT:

Amendment to existing conditional rezoning agreement

<p><b>CONTACT INFORMATION:</b></p>	<p><b>Applicant's Contact for electronic plans</b>                  Name: <u>William Conway</u>                  e-mail Address: <u>Sebago Technics</u>                  work #</p>
<p><b>Applicant - must be owner, Lessee or Buyer</b>                  Name: <u>Patrick Tinsman</u>  <u>Ridge Development LLC</u>                  Business Name, if applicable:                  Address: <u>P.O. Box 535</u>                  City/State: <u>Buxton ME</u> Zip Code: <u>04093</u></p>	<p><b>Applicant Contact Information</b>                  Work #                  Home#                  Cell # <u>239 - 5000</u> Fax#                  e-mail: <u>ptinsman@maine.rr.com</u></p>
<p><b>Owner - (if different from Applicant)</b>                  Name: <u>Diane Doyle</u>  <u>Doyle Enterprises</u>                  Address: <u>110 Main Street; Suite 1214</u>                  City/State: <u>Saco, ME</u> Zip Code: <u>04072</u></p>	<p><b>Owner Contact Information</b>                  Work # <u>286 - 1151</u>                  Home#                  Cell # <u>229 - 3530</u> Fax# <u>282 - 7970</u>                  e-mail: <u>ddoyleco@gmail.com</u></p>
<p><b>Agent/ Representative</b>                  Name: <u>William Conway</u>  <u>Sebago Technics Inc</u>                  Address: <u>75 John Roberts Road</u>                  City/State: <u>So Portland ME</u> Zip Code: <u>04106</u></p>	<p><b>Agent/Representative Contact information</b>                  Work # <u>200 - 2055</u>                  Cell # <u>205 - 5271</u>                  e-mail: <u>wconway@sebagotechnics.com</u></p>
<p><b>Billing Information</b>                  Name: <u>Same as Applicant</u>                  Address:                  City/State : Zip Code:</p>	<p><b>Billing Information</b>                  Work # <u>Same as Applicant</u>                  Cell # Fax#                  e-mail:</p>
<p><b>Engineer</b>                  Name: <u>Shawn Frank</u>  <u>Sebago Technics</u>                  Address:                  City/State : Zip Code:</p>	<p><b>Engineer Contact Information</b>                  Work # <u>200 - 2062</u>                  Cell # Fax#                  e-mail: <u>sfrank@sebagotechnics.com</u></p>

<b>Surveyor</b> Name: Dow and Colombe Mike Colombe Address: Saco ME City/State : Zip Code:	<b>Surveyor Contact Information</b> Work # 204 - 4521 Cell # Fax# e-mail: dowcol @ gwi.net
<b>Architect</b> Name: Bill Hopkins Archetype PA Address: Portland ME City/State : Zip Code:	<b>Architect Contact Information</b> Work # 772 6022 Cell # Fax# e-mail: hopkins @ archetype pa.com
<b>Attorney</b> Name: N/A Address: City/State : Zip Code:	<b>Attorney Contact Information</b> Work # Cell # Fax# e-mail:

**Right, Title, or Interest:** Please identify the status of the applicant's right, title, or interest in the subject property:

See Attached

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

**Vicinity Map:** Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)

**Existing Use:** Describe the existing use of the subject property:

Undeveloped

**Current Zoning Designation(s):**

R5A / R0S Conditional Zone

**Proposed Use of Property:** Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

*See Attached*


**Site Plan:** On a separate sheet, please provide a site plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1" = 10' to 1' = 50'.) Contract and conditional rezoning applications may require additional site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood.

*See Attached*

**APPLICATION FEE:**

Check the type of zoning review that applies. Payment may be made in cash or check payable to the City of Portland.

<p><b>Zoning Map Amendment</b>          ___ \$2,000.00 (from ___ zone to ___ zone)</p>	<p><b>Fees Paid</b> (office use)          ___</p>	<p>The City invoices separately for the following:</p> <ul style="list-style-type: none"> <li>• Notices (\$.75 each)              (notices are sent to neighbors upon receipt of an application, workshop and public hearing meetings for Planning Board and public hearing meeting for City Council)</li> <li>• Legal Ad (% of total Ad)</li> <li>• Planning Review (\$40.00 hour)</li> <li>• Legal Review (\$75.00 hour)</li> </ul> <p>Third party review is assessed separately.</p>
<p><b>Zoning Text Amendment</b>          ___ \$2,000.00 (to Section 14- _____)          (For a zoning text amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (example) and language to be added is depicted as underline (example))</p>	<p>___</p>	
<p><b>Combination Zoning Text Amendment and Zoning Map Amendment</b>          ___ \$3,000.00</p>	<p>___</p>	
<p><b>Conditional or Contract Zone</b>  <input checked="" type="checkbox"/> \$3,000.00          (A conditional or contract rezoning map be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood. Please refer to Division 1.5, Sections 14-60 to 62.)</p>	<p>___</p>	

<p><b>Signature of Applicant:</b>  </p>	<p><b>Date:</b>          4-2-14</p>
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**Further Information**

In the event of withdrawal of the zoning amendment application by the applicant, a refund of two-thirds of the amount of the zone change fee will be made to the applicant as long as the request is submitted to the Planning Division prior to the advertisement being submitted to the news paper.

## PROJECT DATA

The following information is required where applicable, in order to complete the application.

<b>Total Area of Site</b>	10.32 Ac sq. ft.
<b>Proposed Total Disturbed Area of the Site</b>	5.86 Ac sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland	
<b>Impervious Surface Area</b>	
Impervious Area (Total Existing)	0 sq. ft.
Impervious Area (Total Proposed)	2,780 Ac sq. ft.
<b>Building Ground Floor Area and Total Floor Area</b>	
Building Footprint (Total Existing)	0 sq. ft.
Building Footprint (Total Proposed)	46,690 sq. ft.
Building Floor Area (Total Existing)	0 sq. ft.
Building Floor Area (Total Proposed)	25,438 sq. ft.
<b>Zoning</b>	
Existing	RSA / ROS
Proposed, if applicable	RSA / ROS
<b>Land Use</b>	
Existing	UNDEVELOPED
Proposed	RESIDENTIAL
<b>Residential, if applicable</b>	
# of Residential Units (Total Existing)	0
# of Residential Units (Total Proposed)	94
# of Lots (Total Proposed)	1
# of Affordable Housing Units (Total Proposed)	0
<b>Proposed Bedroom Mix</b>	
# of Efficiency Units (Total Proposed)	0
# of One-Bedroom Units (Total Proposed)	12
# of Two-Bedroom Units (Total Proposed)	34
# of Three-Bedroom Units (Total Proposed)	48
<b>Parking Spaces</b>	
# of Parking Spaces (Total Existing)	0
# of Parking Spaces (Total Proposed)	204
# of Handicapped Spaces (Total Proposed)	5
<b>Bicycle Parking Spaces</b>	
# of Bicycle Spaces (Total Existing)	0
# of Bicycle Spaces (Total Proposed)	38
<b>Estimated Cost of Project</b>	



Att. D

~~Order 67 - 04/05~~  
~~Given first reading 9/20/04~~  
~~Postponed on 10/4/04~~  
~~Public Hearing and Passage 10/18/04 7-1 (Smith abstaining, O'Donnell opposed)~~

NATHAN H. SMITH (MAYOR)(3)  
WILLIAM R. GORHAM (1)  
KAREN A. GERAGHTY (2)  
CHERYL A. LEE MAN (4)  
JAMES I. COHEN (5)

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

PETER E. O'DONNELL (A/L)  
JAMES F. CLOUTIER(A/L)  
JILL C. DUSON (A/L)  
NICHOLAS M. MAVODONES (A/L)

amended

**ORDER AUTHORIZING AMENDMENT TO CITY CODE**  
**SEC. 14-49 (ZONING MAP AMENDMENT)**  
**RE: CONDITIONAL REZONING FOR 802-828 OCEAN AVENUE**

**ORDERED,** that the Zoning Map of the City of Portland, dated December 2000 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a conditional rezoning as detailed below;

**BE IT FURTHER ORDERED,** that the conditional rezoning amendment authorized herein shall become effective thirty (30) days following this rezoning.

Ridge  
Development LLC  
wherever Graves  
Hill referred to

**CONDITIONAL ZONE AGREEMENT**  
~~GRAVES HILL LAND COMPANY, LLC~~

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by ~~GRAVES HILL LAND COMPANY, LLC~~, a Maine limited liability company with an office in ~~Saco~~, Maine (hereinafter "~~GRAVES HILL~~ ").

or has an option

WITNESSETH:

**WHEREAS, ~~GRAVES HILL~~** owns a parcel of land consisting of approximately 18.32 acres located at 802-828 Ocean Avenue in Portland, consisting of parcels shown on City of Portland Tax Map 411, Block A, Lot 7 and Tax Map 416, Block A, Lots 6, 7 and 21, and more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 21500, Page 269 (collectively the "Property"); and

94

**WHEREAS, ~~GRAVES HILL~~** proposes to construct upon a portion of the Property a maximum of 98 condominium units in two mid-rise buildings in a Planned Residential Unit Development ("PRUD") while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate

with a larger trail system; and

10.40



WHEREAS, ~~GRAVES HILL~~ has requested the rezoning of ~~10.167~~ acres of the Property from R-3 to R-5A Residential Zone and the simultaneous approval of a contract zone to implement a planned residential unit development (PRUD) for dwelling units on that portion of the property, and the rezoning of ~~8.155~~ acres of the Property from R-3 to Recreation and Open Space Zone (R-OS) ; and

7.92



WHEREAS, the Planning Board of the CITY OF PORTLAND (hereinafter "CITY"), pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Land Use Code (the "Code") §§ 14-60 to 14-62 and 14-127, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions; and

WHEREAS, the CITY, by and through its City Council has determined that because of the bold and innovative design which:

- promotes efficient land use and conservation of natural resources,
- protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas,
- utilizes one of the last large undeveloped tracts of residentially-zoned land to provide housing of a type not currently available in Portland,
- reduces the impact on surrounding properties by minimizing the area to be blasted, preserving natural site amenities, and providing substantial buffers, and
- enhances the recreational trail system in Portland,

it is necessary and appropriate to impose with ~~GRAVES HILL's~~ agreement the conditions and restrictions set forth herein, in order to insure that said rezoning is consistent with the CITY'S comprehensive land use plan; and

WHEREAS, the City Council of the CITY authorized the execution of this Agreement on \_\_\_\_\_, 200\_, by City Council Order No. \_\_\_\_\_, a true copy of which is attached hereto as Attachment I; and

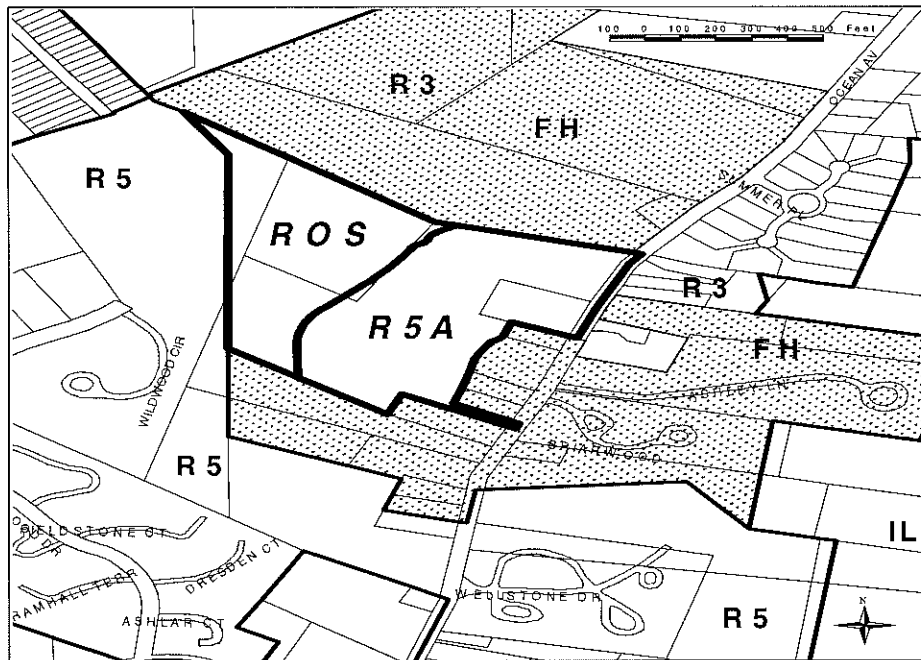
WHEREAS, GRAVES HILL has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind ~~GRAVES HILL~~, its successors or assigns;

NOW, THEREFORE, in consideration of the rezoning of the Property, ~~GRAVES HILL~~ contracts to be bound by the following terms and conditions:

1. The CITY hereby amends the Zoning Map of the City of Portland dated December 2000, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to R-5A and R-OS). If this Agreement is not recorded within thirty (30) days of the City Counsel's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert

o:/Penny/Contract/Rezoning/Graves Hill to Council 9.15.04

to the pre-existing R-3 zone.



**Proposed Rezoning for 802 Ocean Avenue  
from R3 and Flexible Housing Overlay to R5A and ROS**  
July 2004

Map prepared by the City of Portland's Department of Planning & Development and the GIS Workgroup

2. **GRAVES HILL** is authorized to establish and maintain the following uses on the **R-5A** portion of the property:

94

47

- a. Up to ~~98~~ residential units located in two buildings, each building containing up to ~~49~~ units, which may be sold as condominium units, resulting in a maximum total of ~~ninety eight (98)~~ residential units within the Property; and
- b. a community room in each building available for use by the residents of the ~~PRUD~~; and
- c. a small office in each building to be used by employees of the condominium owners' association, only for on site property management and concierge services for 802 Ocean Avenue, if determined necessary by the condominium owners' association; and
- d. a fitness and special events room in each building available for use by the residents of the ~~PRUD~~; and
- e. a cross country ski center/locker room in each building available for use by the

ninety four (94)

1 space per 1BR unit + 2 spaces per 2BR, 3BR units

A future recreation area is also permitted, subject to Site Plan Review and approval by the Planning Board

b

~~residents of the PRUD; and~~

~~f. parking in an amount of not less than 2 spaces per residential unit, plus at least 28 additional surface visitor parking spaces; and~~

c

~~g. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.~~

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

forty seven (47)

3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to ~~forty nine (49)~~ dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R-5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to ~~forty nine (49)~~ dwelling units plus all accessory uses associated therewith and trail sections and roads serving only that structure, all as more fully set forth in the Site Plans.

forty seven (47)

4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by blasting performed during Phase I shall be shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.

5. ~~GRAVES HILL~~ is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access.

future recreation area

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. ~~GRAVES HILL~~ shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the R-5A portion of the Property and ten feet in width for trails on the R-OS portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public. The

easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize ~~GRAVES HILL~~, its successors and assigns, ~~Graves Hill~~ Condominium Owners' Association, and Portland Trails to enforce those restrictions. In the alternative, instead of granting a trail easement on the R-OS portion of the Property, ~~GRAVES HILL~~ may opt to convey the R-OS portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid . The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I. If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the R-OS portion of the site so long as ~~GRAVES HILL~~ has made the required conveyance, by easement and/or in fee, to Portland Trails and funds sufficient to complete construction the trails on the R-OS portion of the site have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, ~~GRAVES HILL~~ may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.

Sebago Technics,  
Date TBD

Archetype PA, date  
TBD

7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Richardson and Associates ~~(last revised August 16, 2004)~~ and the Proposed Building Design site sections, building sections and floor plans submitted by Scott Simons Architects ~~(last revised July 8, 2004)~~ and the ~~preliminary elevation from Mackworth Island (undated, submitted August 17, 2004), attached hereto.~~ The ~~Graves Hill~~ entrance on Ocean Avenue shall be at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of ~~GRAVES HILL~~, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment to this

Contract Zone Agreement. So long as the two residential structures include an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. ~~GRAVES HILL~~ shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, ~~GRAVES HILL~~ shall instead contribute funds equal to the cost of installing sidewalk and granite curbs as aforesaid to the CITY for the CITY to apply toward installing granite curbs and sidewalk in the vicinity of the PROPERTY.

~~GRAVES HILL~~ shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area" shall remain in perpetuity and shall not be eliminated by ~~GRAVES HILL~~ or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*. Furthermore, while ~~GRAVES HILL~~ shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.

9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by ~~GRAVES HILL~~ or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which ~~GRAVES HILL~~ and/or Diane Doyle holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual condominium units. Similarly, ~~GRAVES HILL~~ or any successor in interest may convey the R-OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned R-5A, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying R-5A zone with respect to PRUDs except as follows:

**Maximum number of units per building:** ~~49~~ ← 47

**Maximum number of buildings containing residential dwelling units:** 2 75

**Maximum building height:** ~~100~~ feet, as measured per zoning ordinance, and in accordance with the plans attached hereto and in accordance with the location on the site

204 spaces



plan

**Parking:** Minimum of ~~2 spaces per unit~~ plus 28 visitor spaces, half in Phase I and half in Phase II

**Minimum recreation open space area:** Outdoor passive recreation in the form of pedestrian trails of not less than 3,207 linear

feet shall be provided on the Property, generally as shown on the Preliminary Site Plans, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. A public recreational trail easement over the trails on the Property shall be conveyed to **Portland Trails** or, in the alternative, to the **City of Portland** granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, ~~GRAVES HILL~~ may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to **Portland Trails** in fee, both subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the **CITY**'s zoning ordinance shall apply to the portion of the Property rezoned R-5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the R-OS zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no off-street parking need be provided on any portion of the Property for visitors projected to use the R-OS portion of the Property and ~~GRAVES HILL~~ need not submit any parking needs projections.

12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit ~~GRAVES HILL~~, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the **CITY**, by and through its duly authorized representatives.

13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

14. In the event ~~GRAVES HILL~~ or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of ~~GRAVES HILL'S~~ breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the R-5A or ROS zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that ~~GRAVES HILL~~ has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

15. ~~GRAVES HILL~~ shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

Ridge Development LLC

WITNESS:

~~GRAVES HILL LAND COMPANY, LLC~~

\_\_\_\_\_

By: \_\_\_\_\_

~~Diane Doyle~~  
Its Manager

Patrick Tinsman

Patrick Tinsman,  
Manager of Ridge  
Development LLC

STATE OF MAINE  
CUMBERLAND, SS.

\_\_\_\_\_, 200\_

~~Then personally appeared the above-named Diane Doyle, Manager of GRAVES HILL LAND COMPANY, LLC as aforesaid, and acknowledged the foregoing instrument to be her~~

free act and deed in her said capacity and the free act and deed of said limited liability company.

Before me,



\_\_\_\_\_  
Notary Public/Attorney-at-Law

Printed name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

← Remaining Pages Invalid

# CHESTER & VESTAL

A PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW

107 Congress Street  
Portland, Maine 04101  
Telephone (207) 772-7426  
Fax (207) 761-5822  
E-mail: nchester@maine.rr.com  
vestal@maine.rr.com  
smcarey@maine.rr.com

EDWIN P. CHESTER  
BARBARA A. VESTAL  
STEVEN M. CAREY

NOV 12 2004

November 12, 2004

HAND DELIVERED

Penny Littel, Esq.  
City of Portland  
389 Congress Street  
Portland, Maine 04101

Re: Conditional Zone Agreement, Graves Hill Land Company, LLC

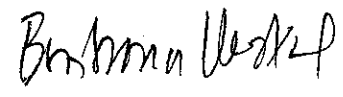
Dear Penny:

Enclosed is a copy of the Conditional Zone Agreement which was executed by Graves Hill Land Company, LLC on November 8, 2004, together with the Council Order (Attachment 1) and reduced, black/white copies of Exhibits 1-4 which were attached to the Agreement when it was submitted to the City Council for public hearing on October 18, 2004. The original Conditional Zone Agreement (including Attachment and Exhibits) was recorded on November 10, 2004 at 2:02 p.m. in Cumberland County Registry of Deeds Book 21999, Page 113.

As agreed, also enclosed for your records are the full size, 11" x 17" and/or color pages which were submitted to the Council as Exhibits 1-4.

Please contact me if anything further is required at this time. Thank you for your assistance throughout this phase of the process.

Very truly yours,



Barbara A. Vestal

BAV/om  
Enclosures  
dc: Diane Doyle, Graves Hill Land Company, LLC

\*-----\*

Official Receipt for Recording in:

Cumberland County Registry Of Deeds  
 142 Federal Street  
 PORTLAND, MAINE 04101

Issued To:  
 CHESTER & VESTAL  
 107 CONGRESS STREET  
 PORTLAND ME 04101-

Recording Fees

Document Description	Number	Volm	Page	Recording Amount
MORTGAGE	88949	21999	113	\$61.00
1-GRAVES HILL LAND CO LLC				
02:02:30p				
				\$61.00

Collected Amounts

Payment Type	Check Number	Amount
CHECK	144	\$61.00
		\$61.00

Total Received :	\$61.00
Less Total Recordings:	\$61.00
Change Due :	\$ .00

Thank You  
 JOHN B OBRIEN - Register of Deeds  
 By - Monica Bouchie

Receipt#    Date    Time  
 0185173    11/10/2004    02:02p

**CONDITIONAL ZONE AGREEMENT  
GRAVES HILL LAND COMPANY, LLC**

This Agreement made this 5<sup>th</sup> day of November, 2004 by **GRAVES HILL LAND COMPANY, LLC**, a Maine limited liability company with an office in Saco, Maine (hereinafter "**GRAVES HILL** ").

WITNESSETH:

**WHEREAS, GRAVES HILL** owns a parcel of land consisting of approximately 18.32 acres located at 802-828 Ocean Avenue in Portland, consisting of parcels shown on City of Portland Tax Map 411, Block A, Lot 7 and Tax Map 416, Block A, Lots 6, 7 and 21, and more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 21500, Page 269 (collectively the "Property"); and

**WHEREAS, GRAVES HILL** proposes to construct upon a portion of the Property a maximum of 98 condominium units in two mid-rise buildings in a Planned Residential Unit Development ("PRUD") while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate with a larger trail system; and

**WHEREAS, GRAVES HILL** has requested the rezoning of 10.167 acres of the Property from R-3 to R-5A Residential Zone and the simultaneous approval of a contract zone to implement a planned residential unit development (PRUD) for dwelling units on that portion of the property, and the rezoning of 8.155 acres of the Property from R-3 to Recreation and Open Space Zone (R-OS) ; and

**WHEREAS, the Planning Board of the CITY OF PORTLAND** (hereinafter "**CITY**"), pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Land Use Code (the "Code") §§ 14-60 to 14-62 and 14-127, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions; and

**WHEREAS, the CITY, by and through its City Council** has determined that because of the bold and innovative design which:

- promotes efficient land use and conservation of natural resources,
- protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas,
- utilizes one of the last large undeveloped tracts of residentially-zoned land to provide housing of a type not currently available in Portland,
- reduces the impact on surrounding properties by minimizing the area to blasted, preserving natural site amenities, and providing substantial buffers, and
- enhances the recreational trail system in Portland,

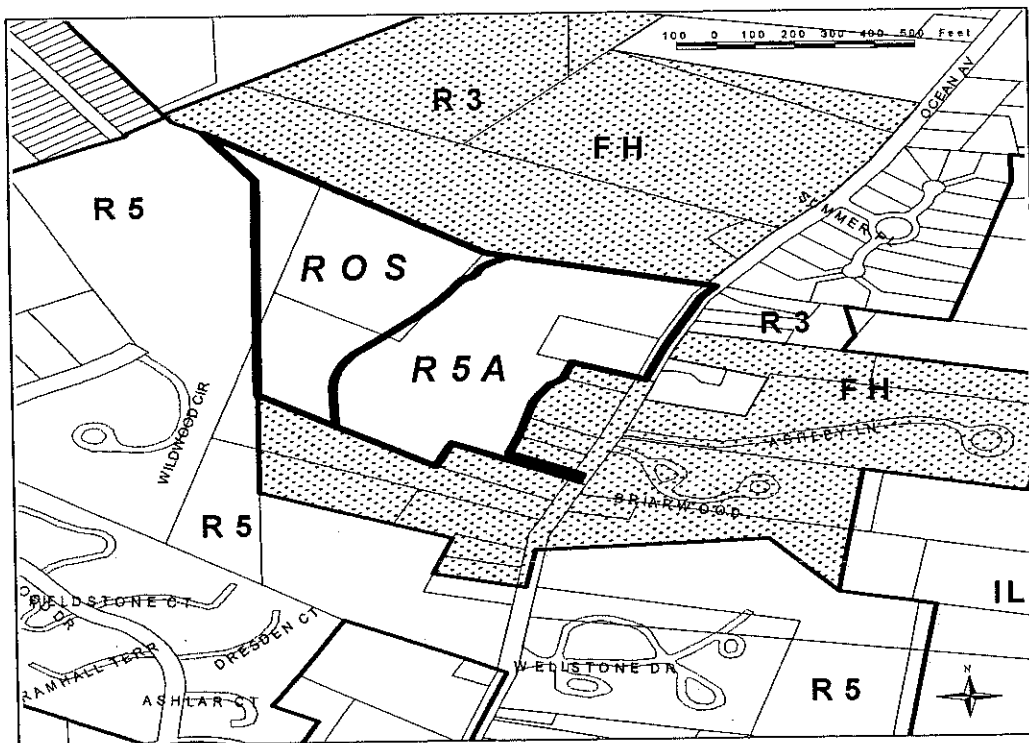
it is necessary and appropriate to impose with **GRAVES HILL**'s agreement the conditions and restrictions set forth herein, in order to insure that said rezoning is consistent with the **CITY'S** comprehensive land use plan; and

**WHEREAS**, the City Council of the **CITY** authorized the execution of this Agreement on October 18, 2004, by City Council Order No.67 – 04/05, a true copy of which is attached hereto as Attachment 1; and

**WHEREAS**, **GRAVES HILL** has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind **GRAVES HILL**, its successors or assigns;

**NOW, THEREFORE**, in consideration of the rezoning of the Property, **GRAVES HILL** contracts to be bound by the following terms and conditions:

1. The **CITY** hereby amends the Zoning Map of the City of Portland dated December 2000, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to R-5A and R-OS). If this Agreement is not recorded within thirty (30) days of the City Council's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert to the pre-existing R-3 zone.



**Proposed Rezoning for 802 Ocean Avenue  
from R3 and Flexible Housing Overlay to R5A and ROS**

July 2004

Map prepared by the City of Portland's Department of Planning & Development and the GIS Workgroup

2. **GRAVES HILL** is authorized to establish and maintain the following uses on the **R-5A** portion of the property:

- a. Up to 98 residential units located in two buildings, each building containing up to 49 units, which may be sold as condominium units, resulting in a maximum total of ninety-eight (98) residential units within the Property; and
- b. a community room in each building available for use by the residents of the PRUD; and
- c. a small office in each building to be used by employees of the condominium owners' association, only for on-site property management and concierge services for 802 Ocean Avenue, if determined necessary by the condominium owners' association; and
- d. a fitness and special events room in each building available for use by the residents of the PRUD; and
- e. a cross country ski center/locker room in each building available for use by the residents of the PRUD; and
- f. parking in an amount of not less than 2 spaces per residential unit, plus at least 28 additional surface visitor parking spaces; and
- g. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to forty-nine (49) dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R-5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to forty-nine (49) dwelling units plus all accessory uses associated therewith and trail sections and roads serving only that structure, all as more fully set forth in the Site Plans.

4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by

blasting performed during Phase I shall be shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.

5. **GRAVES HILL** is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access.

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. **GRAVES HILL** shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the R-5A portion of the Property and ten feet in width for trails on the R-OS portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public. The easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize **GRAVES HILL**, its successors and assigns, Graves Hill Condominium Owners' Association, and **Portland Trails** to enforce those restrictions. In the alternative, instead of granting a trail easement on the R-OS portion of the Property, **GRAVES HILL** may opt to convey the R-OS portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid. The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I. If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the R-OS portion of the site so long as **GRAVES HILL** has made the required conveyance, by easement and/or in fee, to **Portland Trails** and funds sufficient to complete construction the trails on the R-OS portion of the site

have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, **GRAVES HILL** may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.

7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Richardson and Associates (last revised August 16, 2004) and the Proposed Building Design site sections, building sections and floor plans submitted by Scott Simons Architects (last revised July 8, 2004) and the preliminary elevation from Mackworth Island (undated, submitted August 17, 2004), attached hereto. The Graves Hill entrance on Ocean Avenue shall be at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of **GRAVES HILL**, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment to this Contract Zone Agreement. So long as the two residential structures include an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. **GRAVES HILL** shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, **GRAVES HILL** shall instead contribute funds equal to the cost of installing sidewalk and granite curbs as aforesaid to the **CITY** for the **CITY** to apply toward installing granite curbs and sidewalk in the vicinity of the **PROPERTY**.

**GRAVES HILL** shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area" shall remain in perpetuity and shall not be eliminated by **GRAVES HILL** or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*. Furthermore, while **GRAVES HILL** shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.

9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by **GRAVES HILL** or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which **GRAVES HILL** and/or Diane Doyle holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual



condominium units. Similarly, **GRAVES HILL** or any successor in interest may convey the R-OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned **R-5A**, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying R-5A zone with respect to PRUDs except as follows:

Maximum number of units per building: 49

Maximum number of buildings containing residential dwelling units: 2

Maximum building height: 100 feet, as measured per zoning ordinance, and in accordance with the plans attached hereto and in accordance with the location of the site plan

Parking: Minimum of 2 spaces per unit plus 28 visitor spaces, half in Phase I and half in Phase II

Minimum recreation open space area: Outdoor passive recreation in the form of pedestrian trails of not less than 3,207 linear feet shall be provided on the Property, generally as shown on the Preliminary Site Plans, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. An public recreational trail easement over the trails on the Property shall be conveyed to **Portland Trails** or, in the alternative, to the **City of Portland** granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, **GRAVES HILL** may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to **Portland Trails** in fee, both subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the **CITY**'s zoning ordinance shall apply to the portion of the Property rezoned R-5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the R-OS zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no off-street parking need be provided on any por-

tion of the Property for visitors projected to use the R-OS portion of the Property and **GRAVES HILL** need not submit any parking needs projections.

12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit **GRAVES HILL**, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the **CITY**, by and through its duly authorized representatives.

13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

14. In the event **GRAVES HILL** or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of **GRAVES HILL'S** breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the R-5A or ROS zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that **GRAVES HILL** has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

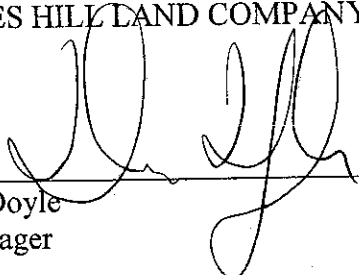
15. **GRAVES HILL** shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

WITNESS:

Brianne V. Vestal

GRAVES HILL LAND COMPANY, LLC

By:   
Diane Doyle  
Its Manager

STATE OF MAINE  
CUMBERLAND, SS.

November 8, 2004

Then personally appeared the above-named Diane Doyle, Manager of GRAVES HILL LAND COMPANY, LLC as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said limited liability company.

Before me,

Barbara A. Vezina

~~Notary Public~~/Attorney-at-Law

Printed name: Barbara A. Vezina

My Commission Expires: \_\_\_\_\_

ATTACHMENT 1

Order 67 – 04/05

Given first reading 9/20/04

Postponed on 10/4/04

Public Hearing and Passage 10/18/04 7-1 (Smith abstaining, O'Donnell opposed)

NATHAN H. SMITH (MAYOR)(3)  
WILLIAM R. GORHAM (1)  
KAREN A. GERAGHTY (2)  
CHERYL A. LEEEMAN (4)  
JAMES I. COHEN (5)

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

PETER E. O'DONNELL (A/L)  
JAMES F. CLOUTIER(A/L)  
JILL C. DUSON (A/L)  
NICHOLAS M. MAVODONES (A/L)

**ORDER AUTHORIZING AMENDMENT TO CITY CODE  
SEC. 14-49 (ZONING MAP AMENDMENT)  
RE: CONDITIONAL REZONING FOR 802-828 OCEAN AVENUE**

**ORDERED,** that the Zoning Map of the City of Portland, dated December 2000 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a conditional rezoning as detailed below;

**BE IT FURTHER ORDERED,** that the conditional rezoning amendment authorized herein shall become effective thirty (30) days following this rezoning.

**CONDITIONAL ZONE AGREEMENT  
GRAVES HILL LAND COMPANY, LLC**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by **GRAVES HILL LAND COMPANY, LLC**, a Maine limited liability company with an office in Saco, Maine (hereinafter "GRAVES HILL").

**WITNESSETH:**

**WHEREAS, GRAVES HILL** owns a parcel of land consisting of approximately 18.32 acres located at 802-828 Ocean Avenue in Portland, consisting of parcels shown on City of Portland Tax Map 411, Block A, Lot 7 and Tax Map 416, Block A, Lots 6, 7 and 21, and more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 21500, Page 269 (collectively the "Property"); and

**WHEREAS, GRAVES HILL** proposes to construct upon a portion of the Property a maximum of 98 condominium units in two mid-rise buildings in a Planned Residential Unit Development ("PRUD") while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate with a larger trail system; and

**WHEREAS, GRAVES HILL** has requested the rezoning of 10.167 acres of the Property from R-3 to R-5A Residential Zone and the simultaneous approval of a contract zone to implement a planned residential unit development (PRUD) for dwelling units on that portion of the property, and the rezoning of 8.155 acres of the Property from R-3 to Recreation and Open Space Zone (R-OS) ; and

**WHEREAS,** the Planning Board of the **CITY OF PORTLAND** (hereinafter "**CITY**"), pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Land Use Code (the "Code") §§ 14-60 to 14-62 and 14-127, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions; and

**WHEREAS,** the **CITY,** by and through its City Council has determined that because of the bold and innovative design which:

- promotes efficient land use and conservation of natural resources,
- protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas,
- utilizes one of the last large undeveloped tracts of residentially-zoned land to provide housing of a type not currently available in Portland,
- reduces the impact on surrounding properties by minimizing the area to be blasted, preserving natural site amenities, and providing substantial buffers, and
- enhances the recreational trail system in Portland,

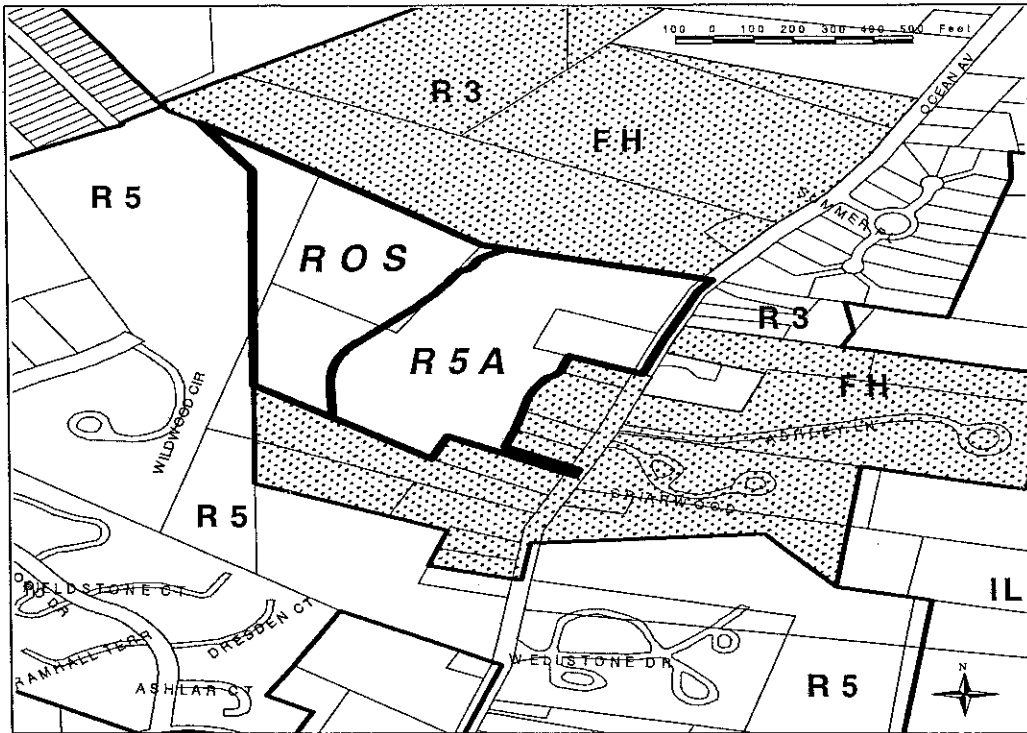
it is necessary and appropriate to impose with **GRAVES HILL's** agreement the conditions and restrictions set forth herein, in order to insure that said rezoning is consistent with the **CITY'S** comprehensive land use plan; and

**WHEREAS,** the City Council of the **CITY** authorized the execution of this Agreement on \_\_\_\_\_, 200\_, by City Council Order No. \_\_\_\_\_, a true copy of which is attached hereto as Attachment 1; and

**WHEREAS, GRAVES HILL** has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind **GRAVES HILL,** its successors or assigns;

**NOW, THEREFORE,** in consideration of the rezoning of the Property, **GRAVES HILL** contracts to be bound by the following terms and conditions:

1. The **CITY** hereby amends the Zoning Map of the City of Portland dated December 2000, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to R-5A and R-OS). If this Agreement is not recorded within thirty (30) days of the City Counsel's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert to the pre-existing R-3 zone.



**Proposed Rezoning for 802 Ocean Avenue  
from R3 and Flexible Housing Overlay to R5A and ROS**

July 2004

Map prepared by the City of Portland's Department of Planning & Development and the GIS Workgroup

2. **GRAVES HILL** is authorized to establish and maintain the following uses on the **R-5A** portion of the property:

- a. Up to 98 residential units located in two buildings, each building containing up to 49 units, which may be sold as condominium units, resulting in a maximum total of ninety-eight (98) residential units within the Property; and
- b. a community room in each building available for use by the residents of the PRUD; and
- c. a small office in each building to be used by employees of the condominium owners' association, only for on-site property management and concierge services for 802 Ocean Avenue, if determined necessary by the condominium owners' association; and
- d. a fitness and special events room in each building available for use by the residents of the PRUD; and
- e. a cross country ski center/locker room in each building available for use by the residents of the PRUD; and

- f. parking in an amount of not less than 2 spaces per residential unit, plus at least 28 additional surface visitor parking spaces; and
- g. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to forty-nine (49) dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R-5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to forty-nine (49) dwelling units plus all accessory uses associated therewith and trail sections and roads serving only that structure, all as more fully set forth in the Site Plans.

4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by blasting performed during Phase I shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.

5. **GRAVES HILL** is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access.

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. **GRAVES HILL** shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the R-5A portion of the Property and ten feet in width for trails on the R-OS portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public. The easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking

dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize **GRAVES HILL**, its successors and assigns, Graves Hill Condominium Owners' Association, and Portland Trails to enforce those restrictions. In the alternative, instead of granting a trail easement on the R-OS portion of the Property, **GRAVES HILL** may opt to convey the R-OS portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid. The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I. If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the R-OS portion of the site so long as **GRAVES HILL** has made the required conveyance, by easement and/or in fee, to Portland Trails and funds sufficient to complete construction the trails on the R-OS portion of the site have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, **GRAVES HILL** may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.

7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Richardson and Associates (last revised August 16, 2004) and the Proposed Building Design site sections, building sections and floor plans submitted by Scott Simons Architects (last revised July 8, 2004) and the preliminary elevation from Mackworth Island (undated, submitted August 17, 2004), attached hereto. The Graves Hill entrance on Ocean Avenue shall be at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of **GRAVES HILL**, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment to this Contract Zone Agreement. So long as the two residential structures include an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. **GRAVES HILL** shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, **GRAVES HILL** shall instead contribute funds



equal to the cost of installing sidewalk and granite curbs as aforesaid to the CITY for the CITY to apply toward installing granite curbs and sidewalk in the vicinity of the PROPERTY.

GRAVES HILL shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area" shall remain in perpetuity and shall not be eliminated by GRAVES HILL or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*. Furthermore, while GRAVES HILL shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.

9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by GRAVES HILL or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which GRAVES HILL and/or Diane Doyle holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual condominium units. Similarly, GRAVES HILL or any successor in interest may convey the R-OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned R-5A, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying R-5A zone with respect to PRUDs except as follows:

**Maximum number of units per building:** 49

**Maximum number of buildings containing residential dwelling units:** 2

**Maximum building height:** 100 feet, as measured per zoning ordinance, and in accordance with the plans attached hereto and in accordance with the location on the site plan

**Parking:** Minimum of 2 spaces per unit plus 28 visitor spaces, half in Phase I and half in Phase II

**Minimum recreation open space area:** Outdoor passive recreation in the form of

pedestrian trails of not less than 3,207 linear feet shall be provided on the Property, generally as shown on the Preliminary Site Plans, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. A public recreational trail easement over the trails on the Property shall be conveyed to **Portland Trails** or, in the alternative, to the **City of Portland** granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, **GRAVES HILL** may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to **Portland Trails** in fee, both subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the **CITY**'s zoning ordinance shall apply to the portion of the Property rezoned R-5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the R-OS zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no off-street parking need be provided on any portion of the Property for visitors projected to use the R-OS portion of the Property and **GRAVES HILL** need not submit any parking needs projections.

12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit **GRAVES HILL**, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the **CITY**, by and through its duly authorized representatives.

13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

14. In the event **GRAVES HILL** or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of **GRAVES HILL'S** breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the R-5A or ROS zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that **GRAVES HILL** has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the

request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

15. **GRAVES HILL** shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

WITNESS:

GRAVES HILL LAND COMPANY, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Diane Doyle  
Its Manager

STATE OF MAINE  
CUMBERLAND, SS.

\_\_\_\_\_, 200\_

Then personally appeared the above-named Diane Doyle, Manager of GRAVES HILL LAND COMPANY, LLC as aforesaid, and acknowledged the foregoing instrument to be her

free act and deed in her said capacity and the free act and deed of said limited liability company.

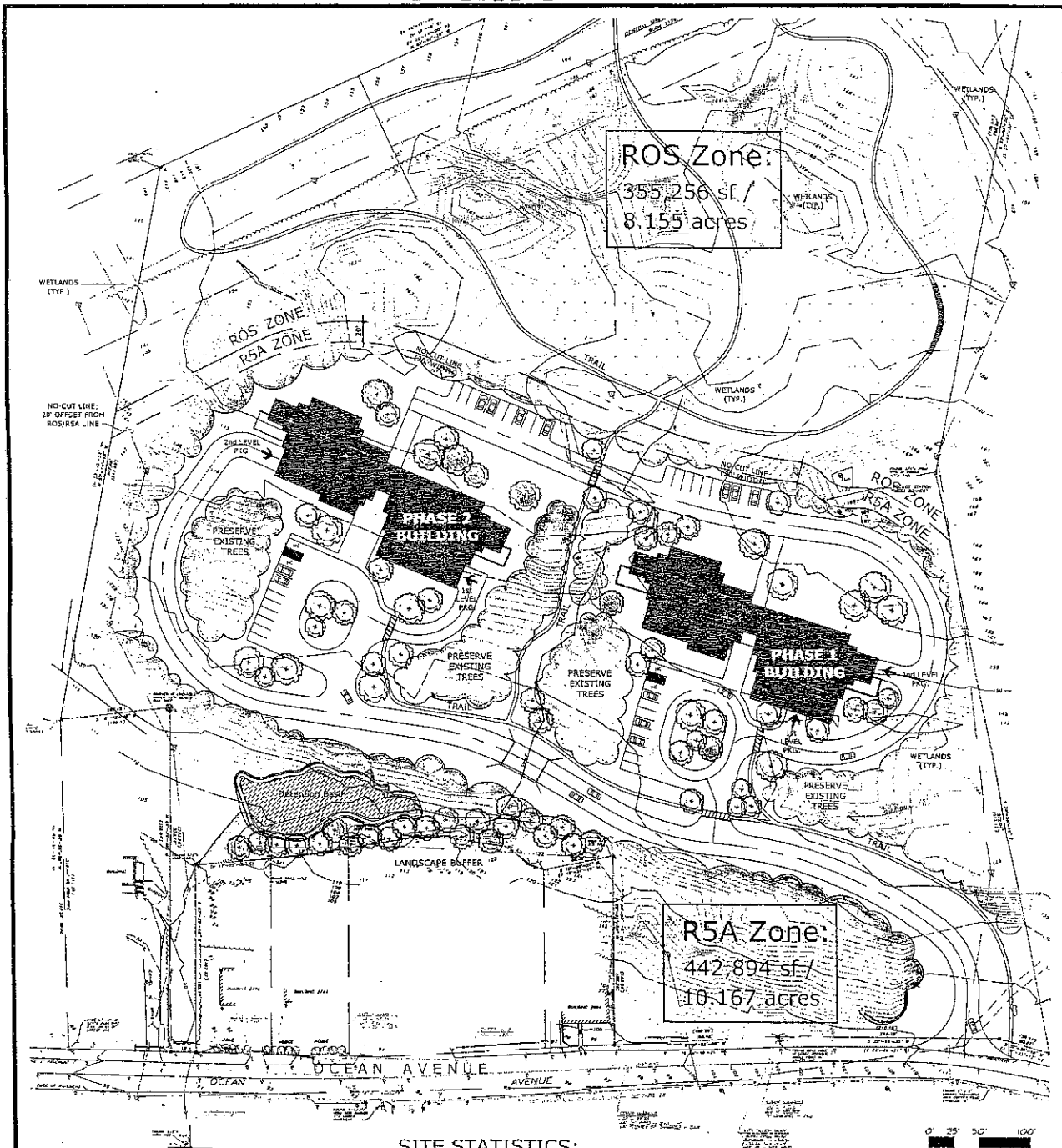
Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law

Printed name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT 1



NOTES:

1. ALL TOPOGRAPHIC INFORMATION AND EXISTING BASE INFORMATION EXCEPT WETLANDS BOUNDARIES PROVIDED BY DOW & COULOMBE SURVEYORS.
2. UTILITY INFORMATION SHOWN IS APPROXIMATE ONLY.
3. PROPOSED ELEVATIONS AND PERCENT SLOPES INDICATED ON PLAN ARE TO PROVIDE GENERAL INFORMATION REGARDING
4. EXISTING AND PROPOSED CONDITIONS AND RELATIONSHIPS.
5. WETLANDS BOUNDARIES SHOWN ARE FOR PLANNING PURPOSES ONLY AND WILL REQUIRE FIELD VERIFICATION.

SITE STATISTICS:

Site Size: Gross area: 798,150 s.f. / 18,323 acres  
 Zone ROS: 355,256 sf / 8.155 acres  
 Zone R5A: 442,894 sf / 10.167 acres  
 Net Land Area: 434,622 s.f. / 9.978 acres  
 Frontage: 445 L.F.  
 Impervious Surface Ratio: 0.16

Number of Units:  
 Phase 1: 49  
 Phase 2: 49  
 Gross Density: 5.3 Units/Acre  
 Net Density: 9.8 Units/Acre

Roadway Ownership: Private  
 Linear Feet of Roadway: 2,656 L.F.  
 Roadway Width: 24 feet

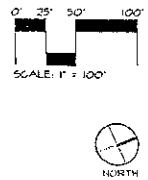
Total Number of Parking Spaces: 224 spaces  
 Phase 1: 112 spaces  
 Phase 2: 112 spaces

Parking Spaces within Parking Structure:  
 Phase 1: 90 spaces  
 Phase 2: 20 spaces

Surface Parking Spaces:  
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 Phase 2: 22 spaces

Projected Wetlands Disturbance: 2,230 s.f.  
 Projected Site Disturbance: 3.4 Acres

Trail:  
 Zone ROS: 2,855 lf  
 Zone R5A: 1,170 lf  
 Total Trail: 4,025 lf



Preliminary Site Plan: Zone Identification  
**GRAVES HILL**  
 Portland, Maine

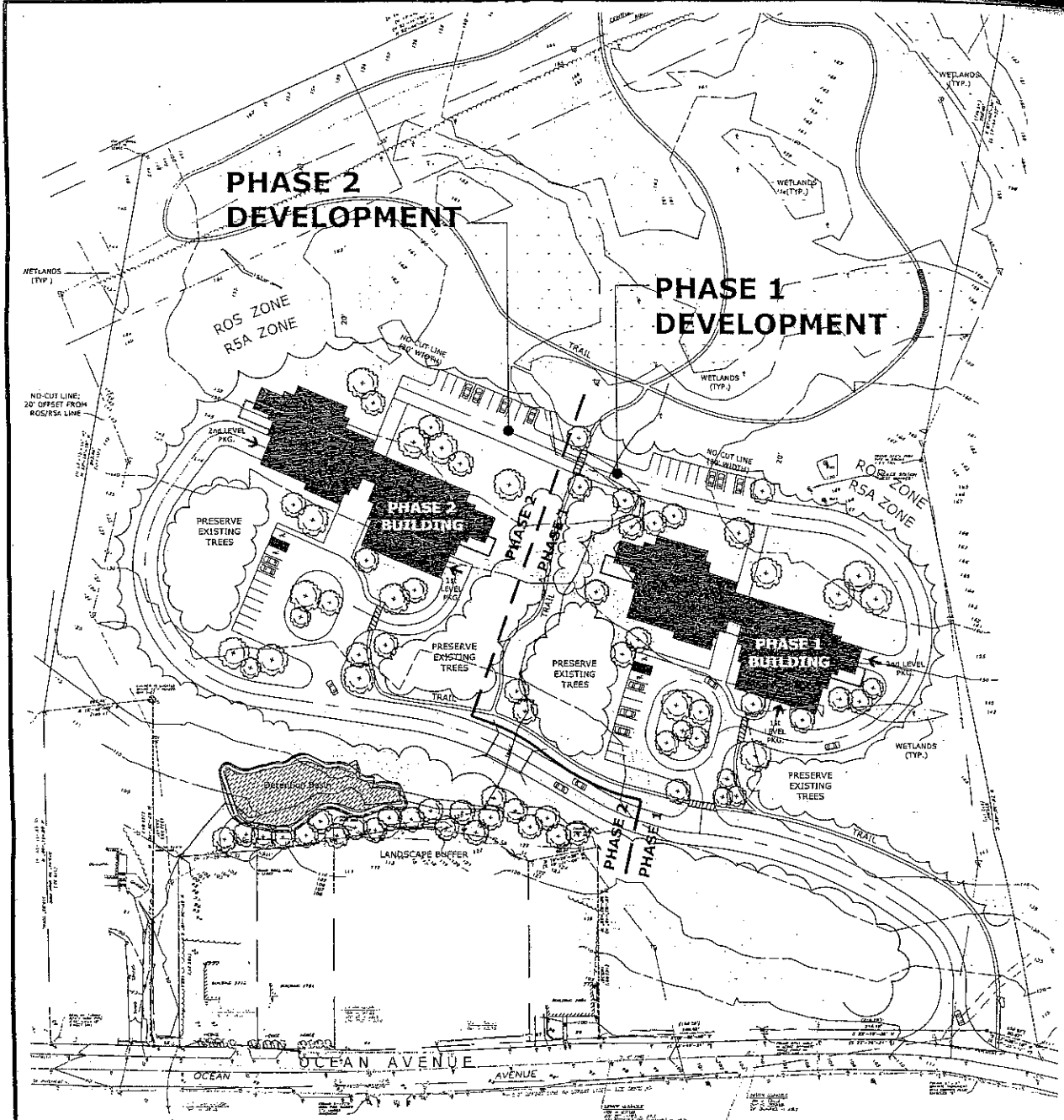
Developer: **GRAVES HILL LAND COMPANY**  
 150 Main Street  
 Scarborough, Maine  
 tel: 207.286.1191

Architect: **Scott Simons Architects**  
 75 York Street  
 Portland, Maine 04101  
 tel: 207.722.6656

Landscape Architect: **Richardson & Associates**  
 Landscape Architects  
 PO Box 426  
 176 Main Street  
 Scarborough, Maine 04072  
 tel: 207.286.9291

Civil Engineer: **BH2M**  
 Consulting Engineers  
 28 State Street  
 Gorham, Maine  
 tel: 707.819.7771

MARCH 25, 2004  
 REVISED MAY 14, 2004  
 REVISED JUNE 1, 2004  
 REVISED JUNE 14, 2004  
 REVISED JULY 8, 2004  
 REVISED AUGUST 16, 2004



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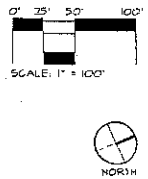
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Trail:  
 Zone ROS: 2,855 lf  
 Zone RSA: 1,170 lf  
 Total Trail: 4,025 lf



Preliminary Site Plan: Phasing Identification  
**GRAVES HILL**  
 Portland, Maine

Developer: **GRAVES HILL LAND COMPANY**  
 110 Main Street  
 Saco, Maine  
 tel 207.286.1151

Architect: **Scott Simons Architects**  
 75 Park Street  
 Portland, Maine 04101  
 tel 207.722.4656

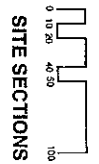
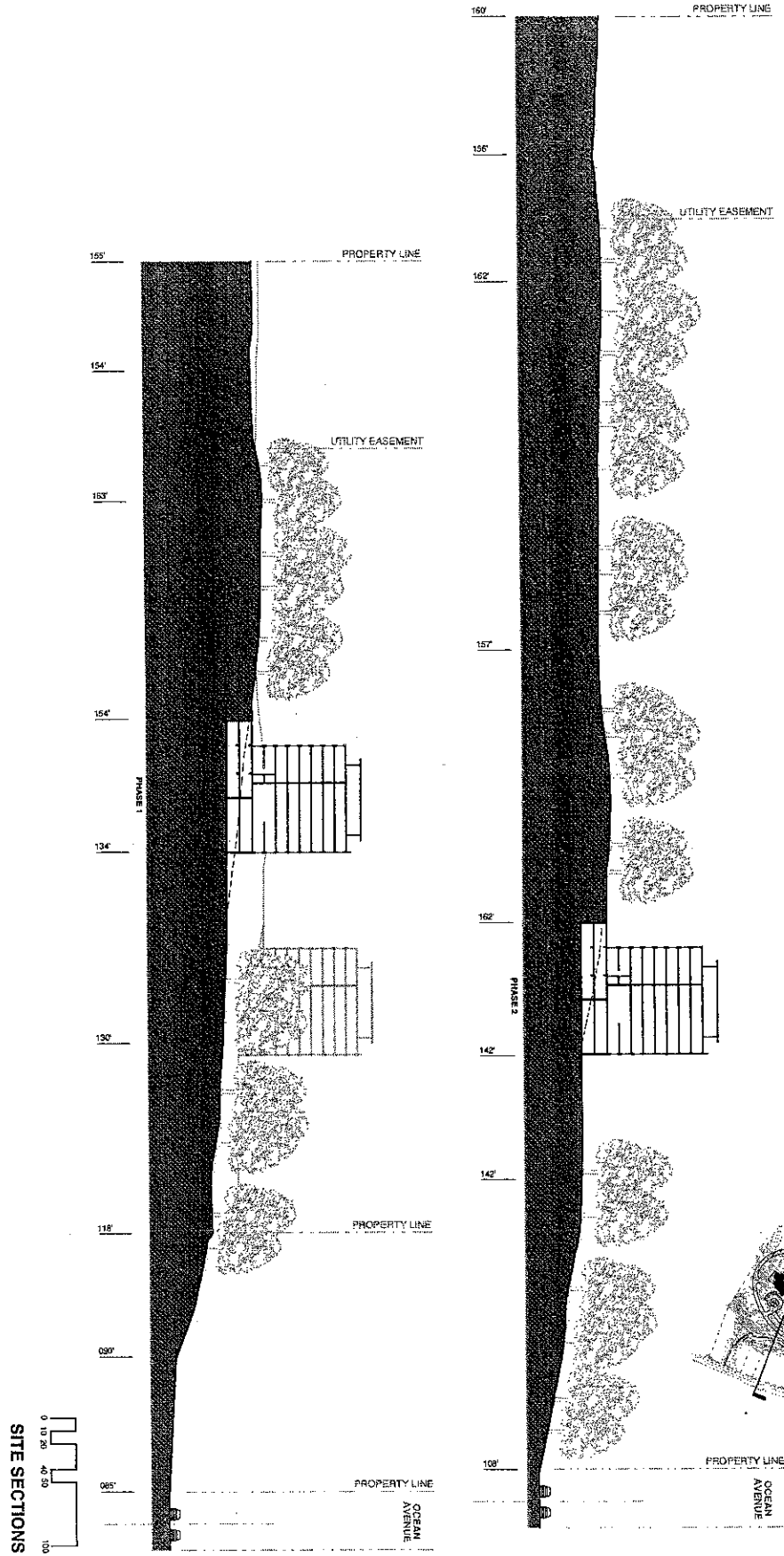
Landscape Architect: **Richardson & Associates**  
 Landscape Architects  
 PO Box 426  
 176 Main Street  
 Saco, Maine 04072  
 tel 207.286.9291

Civil Engineer: **BH2M**  
 Consulting Engineers  
 28 State Street  
 Gorham, Maine  
 tel 207.839.2751

MARCH 25, 2004  
 REVISED MAY 14, 2004  
 REVISED JUNE 1, 2004  
 REVISED JUNE 14, 2004  
 REVISED JULY 6, 2004  
 REVISED AUGUST 16, 2004

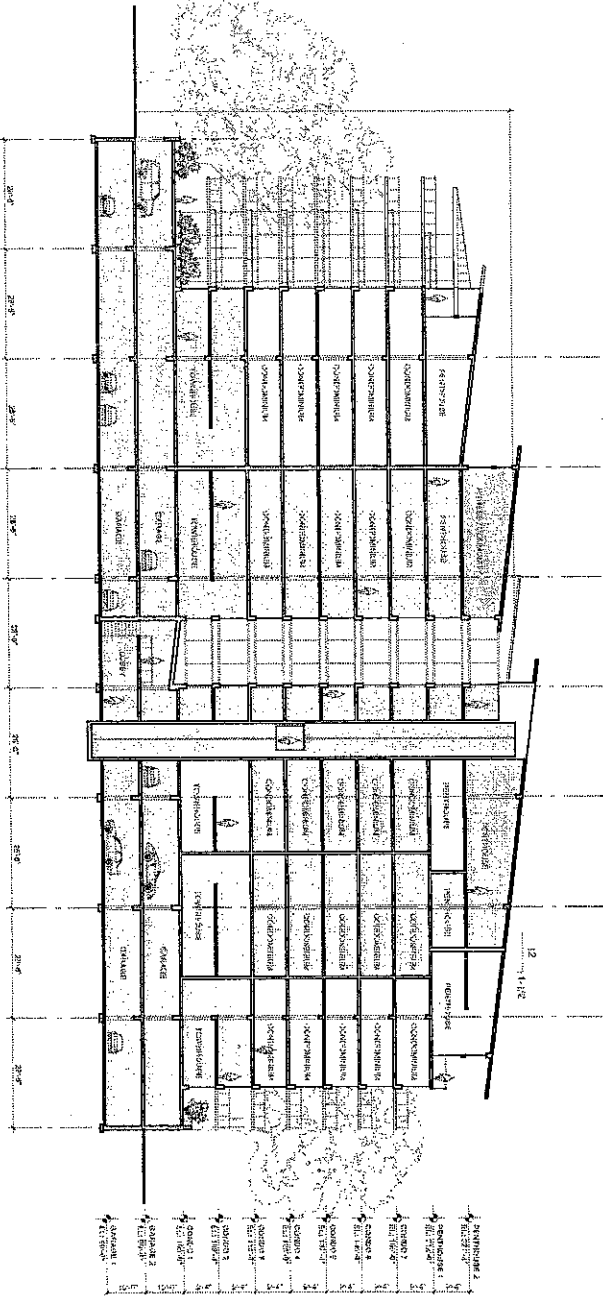
EXHIBIT 3

GRAVES HILL  
 OCEAN AVENUE  
 PORTLAND, ME

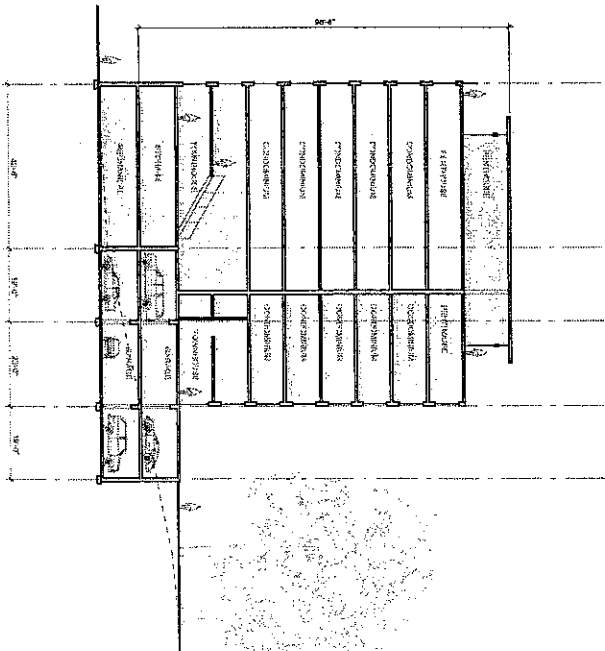


**GRAVES HILL**  
**OCEAN AVENUE**  
**PORTLAND, ME**

**S-N BUILDING SECTION**



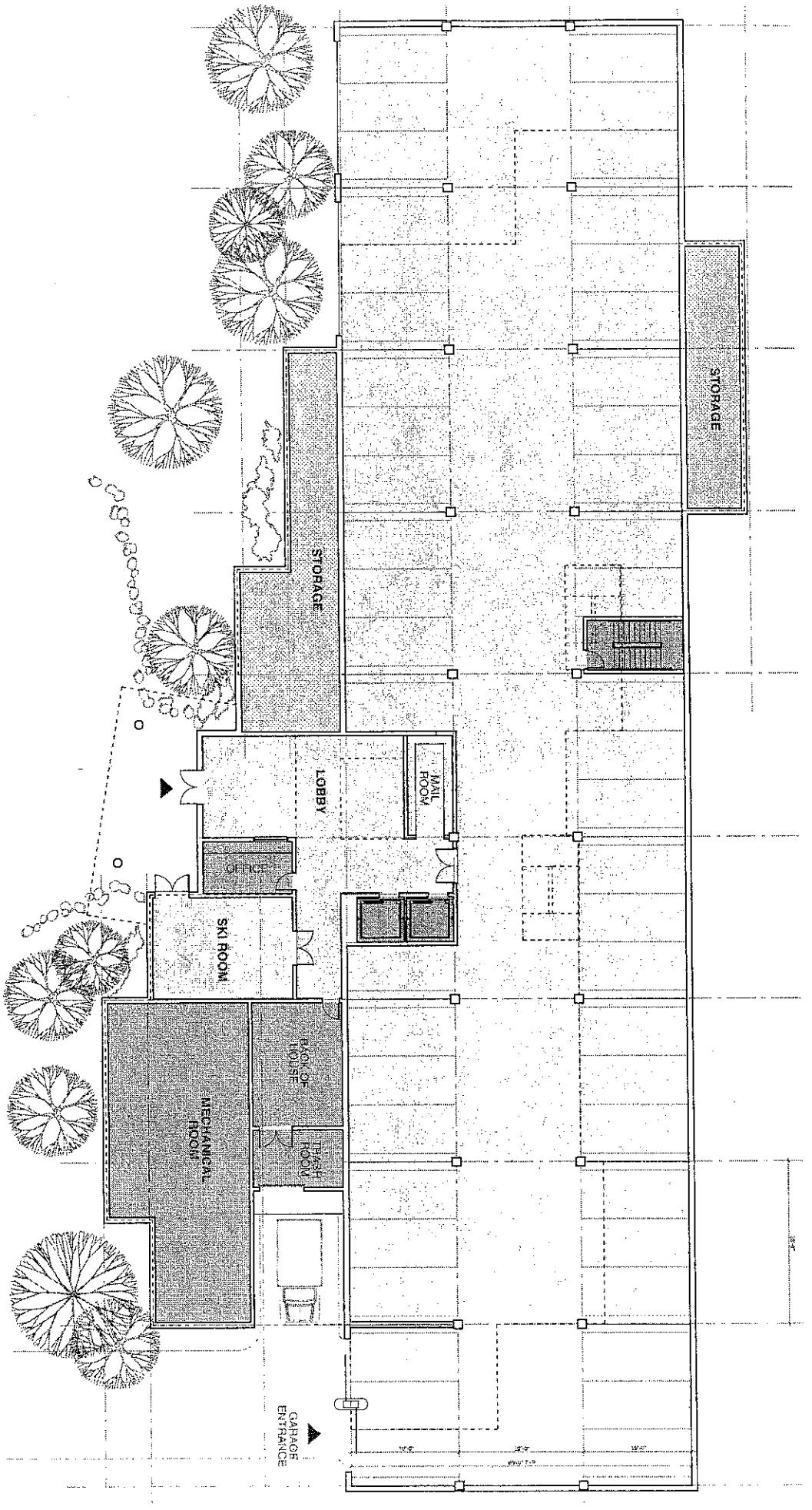
**E-W BUILDING SECTION**



**BUILDING SECTIONS**



**GRAVES HILL**  
OCEAN AVENUE  
PORTLAND, ME



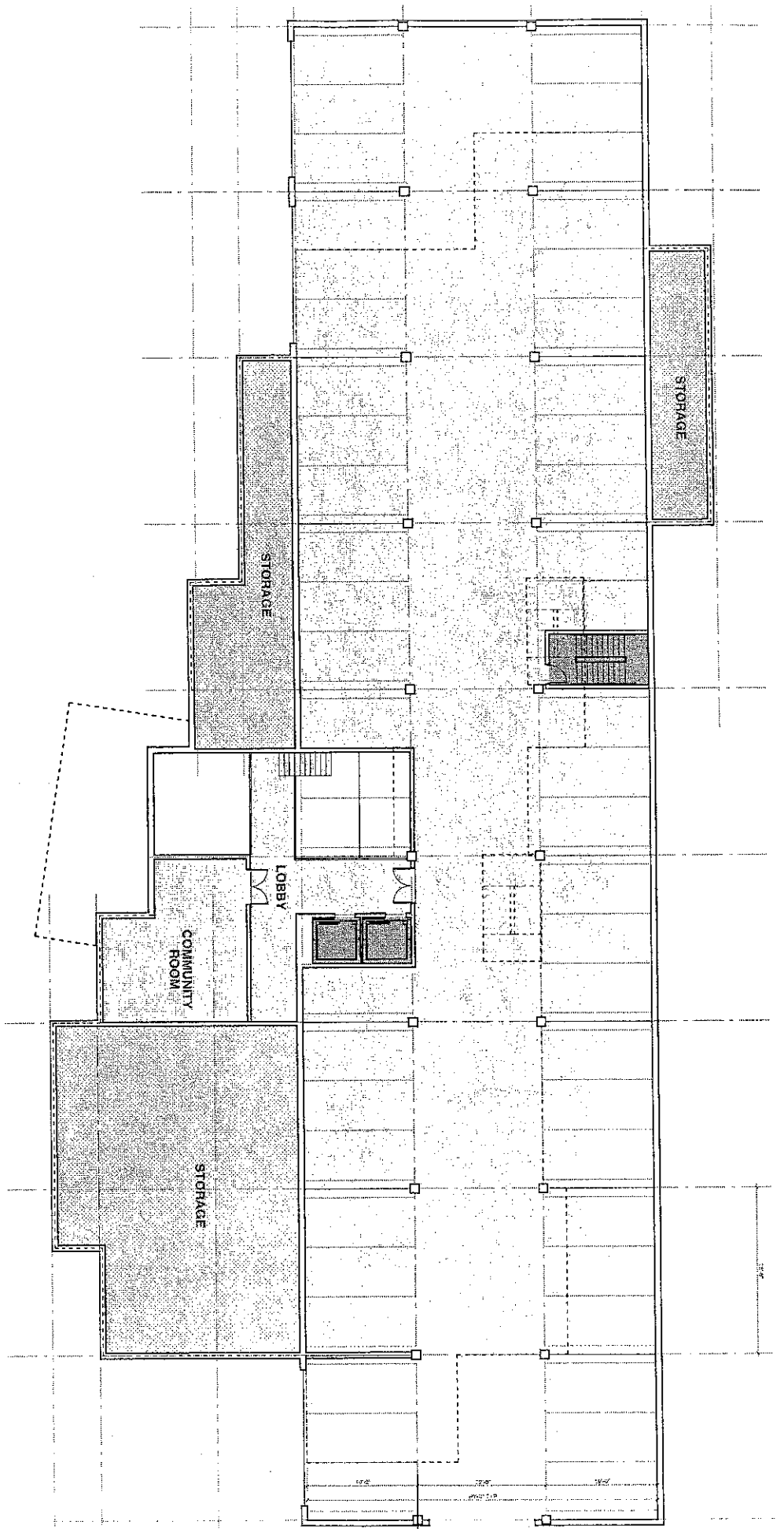
**FLOOR 01: LOBBY & GARAGE**



Scott Simon Architects

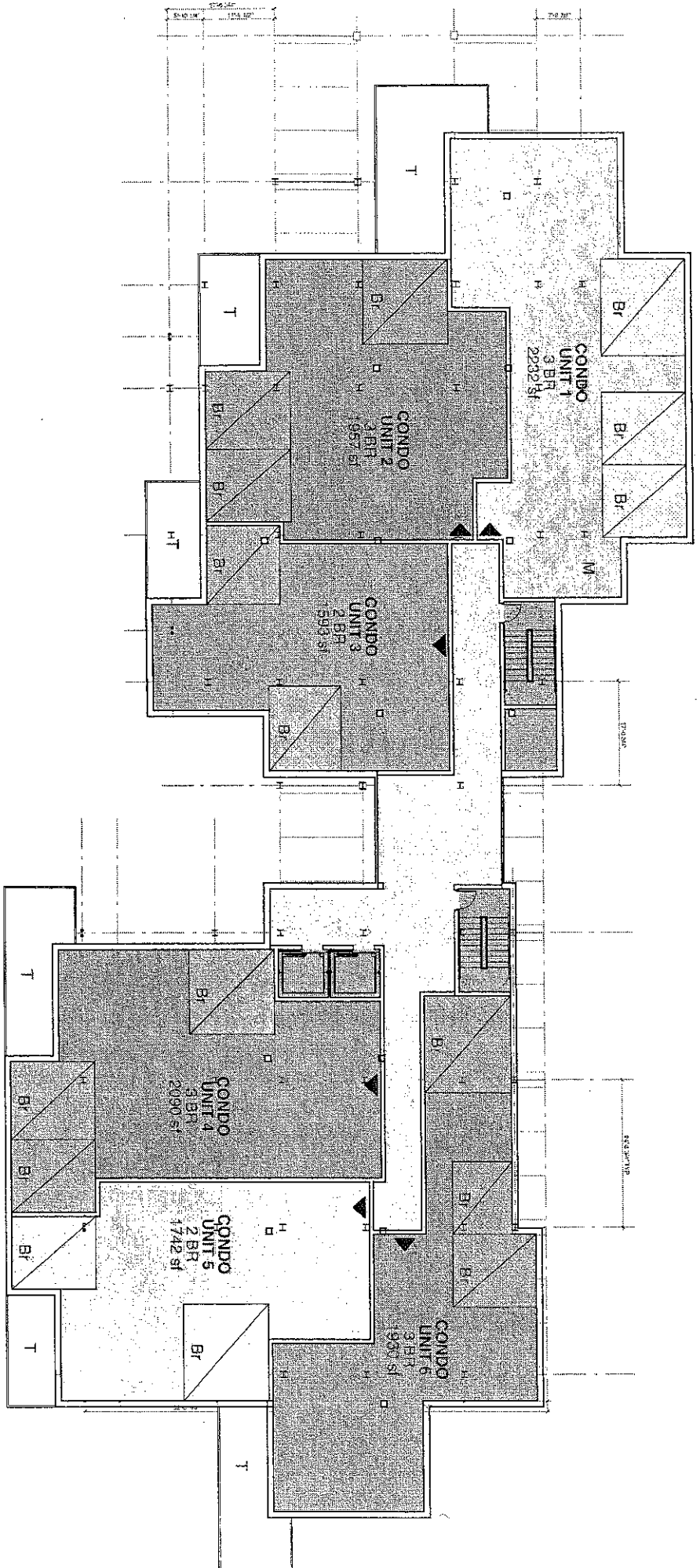


GRAVES HILL  
OCEAN AVENUE  
PORTLAND, ME



FLOOR 02: COMMUNITY ROOM & GARAGE

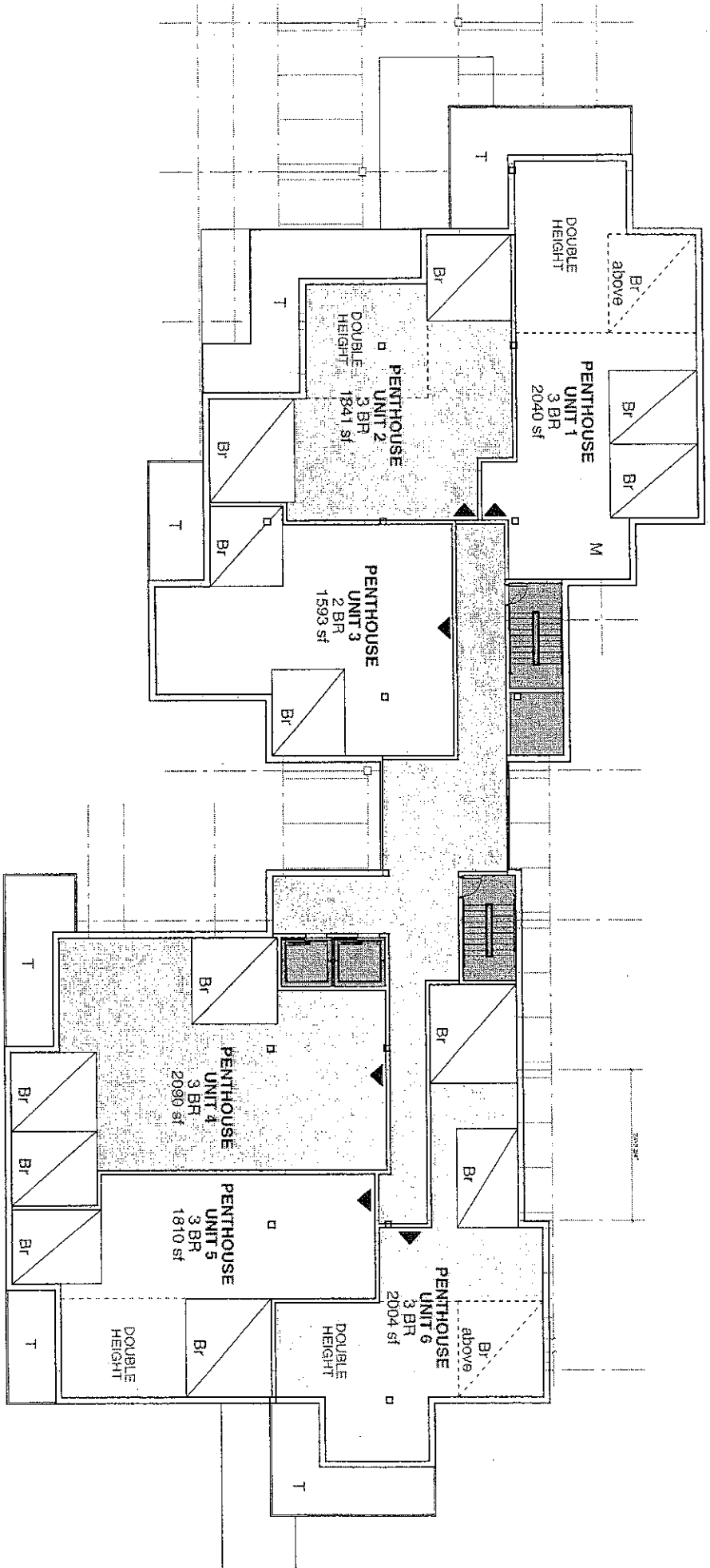
**GRAVES HILL**  
**OCEAN AVENUE**  
**PORTLAND, ME**



**FLOOR 03-09: TYPICAL CONDOMINIUM**  
 14,510 SF TOTAL

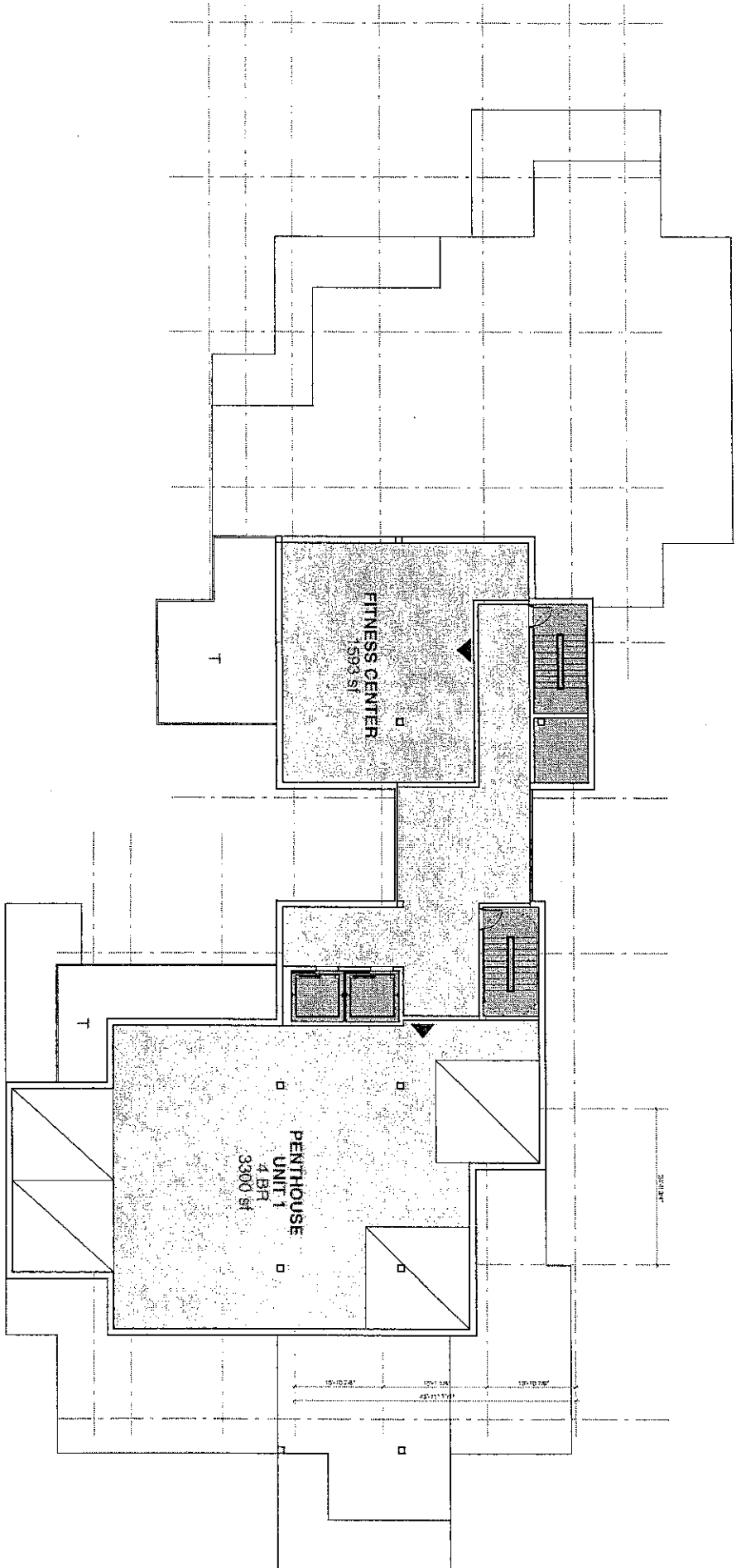


**GRAVES HILL**  
**OCEAN AVENUE**  
**PORTLAND, ME**



**FLOOR 10: PENTHOUSE**  
 13,405 SF TOTAL

**GRAVES HILL**  
OCEAN AVENUE  
PORTLAND, ME



**FLOOR 11: PENTHOUSE**  
6,893 SF TOTAL

EXHIBIT 4



*Submitted to*  
**PORTLAND PLANNING BOARD**  
**AUGUST 17, 2004**

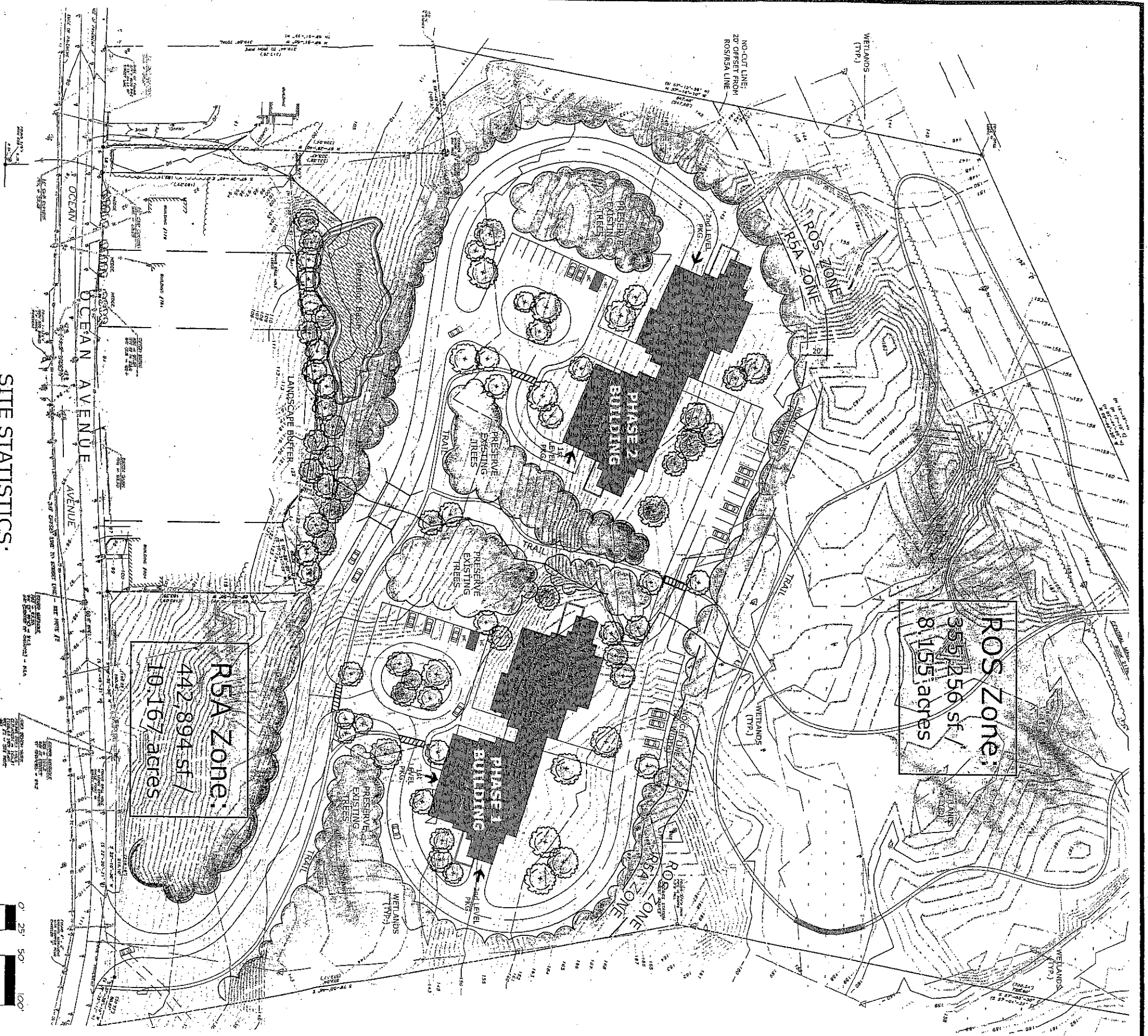
**GRAVES HILL LAND COMPANY, LLC**  
Diane Doyle 207.286.1151

**SCOTT SIMONS ARCHITECTS**  
Scott Simons 207.772.4656

**RICHARDSON & ASSOCIATES**  
Todd Richardson 207.286.9291

**BH2M**  
Les Berry 207.839.2771





**ROS Zone:**  
 355,256 sf /  
 8.155 acres

**RSA Zone:**  
 442,894 sf /  
 10.167 acres

**SITE STATISTICS:**

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Preliminary Site Plan: Zone Identification  
**GRAVES HILL**  
 Portland, Maine

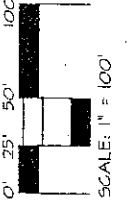
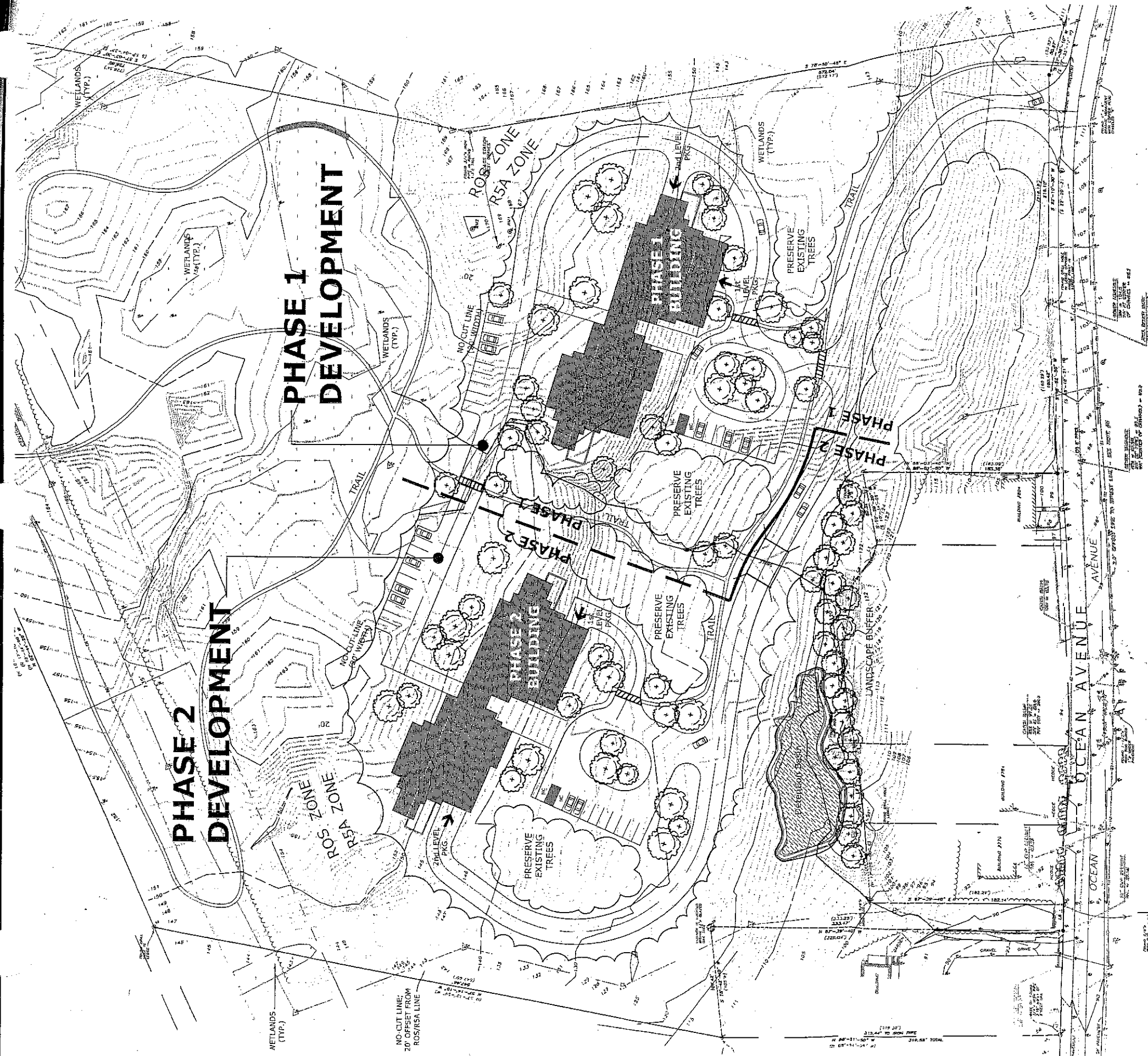
Developer: **GRAVES HILL LAND COMPANY**  
 110 Main Street  
 Saco, Maine  
 Tel 207.286.1151

Architect: **Scott Simons Architects**  
 75 York Street  
 Portland, Maine 04101  
 Tel 207.772.4555

Landscape Architect: **Richardson & Associates**  
 Landscape Architects  
 PO Box 426  
 176 Main Street  
 Saco, Maine 04072  
 Tel 207.286.9291

Civil Engineer: **BH2M**  
 Consulting Engineers  
 28 State Street  
 Portland, Maine  
 Tel 207.559.7771

MARCH 25, 2004  
 REVISED MAY 14, 2004  
 REVISED JUNE 1, 2004  
 REVISED JUNE 4, 2004  
 REVISED JUNE 8, 2004  
 REVISED AUGUST 16, 2004



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**GRAVES HILL**  
 Portland, Maine

Developer: GRAVES HILL LAND COMPANY  
 110 Main Street  
 Saco, Maine  
 tel 207.286.1151

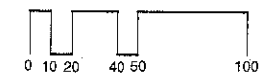
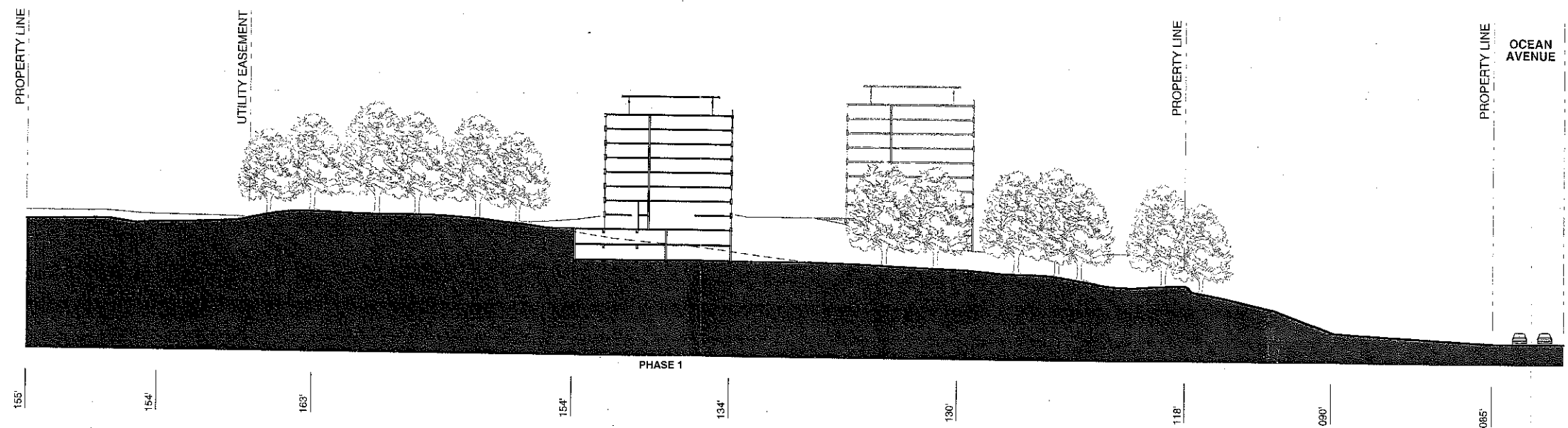
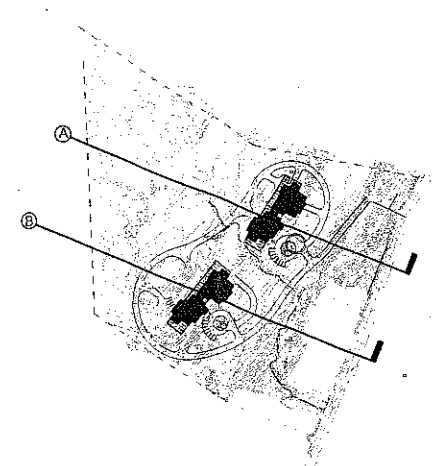
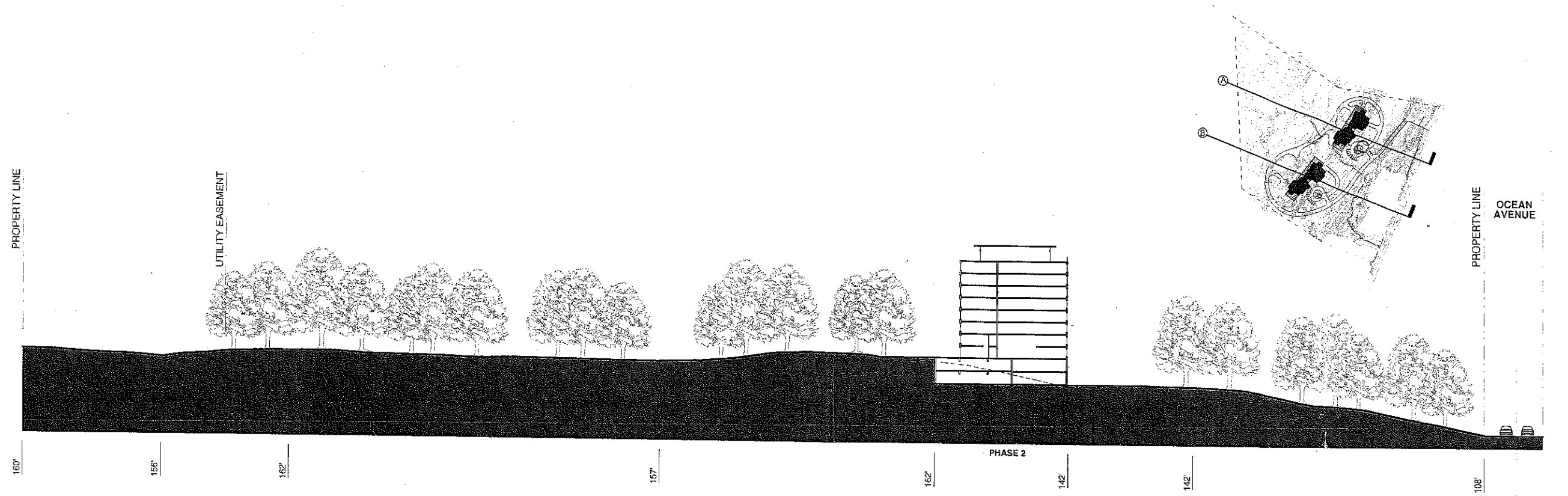
Architect: Scott Simons Architects  
 75 York Street  
 Portland, Maine 04101  
 tel 207.772.4656

Landscape Architect: Richardson & Associates  
 Landscape Architects  
 PO Box 426  
 176 Main Street  
 Saco, Maine 04072  
 tel 207.286.9291

Civil Engineer: BH2M  
 Consulting Engineers  
 28 State Street  
 Gorham, Maine  
 tel 207.859.2771

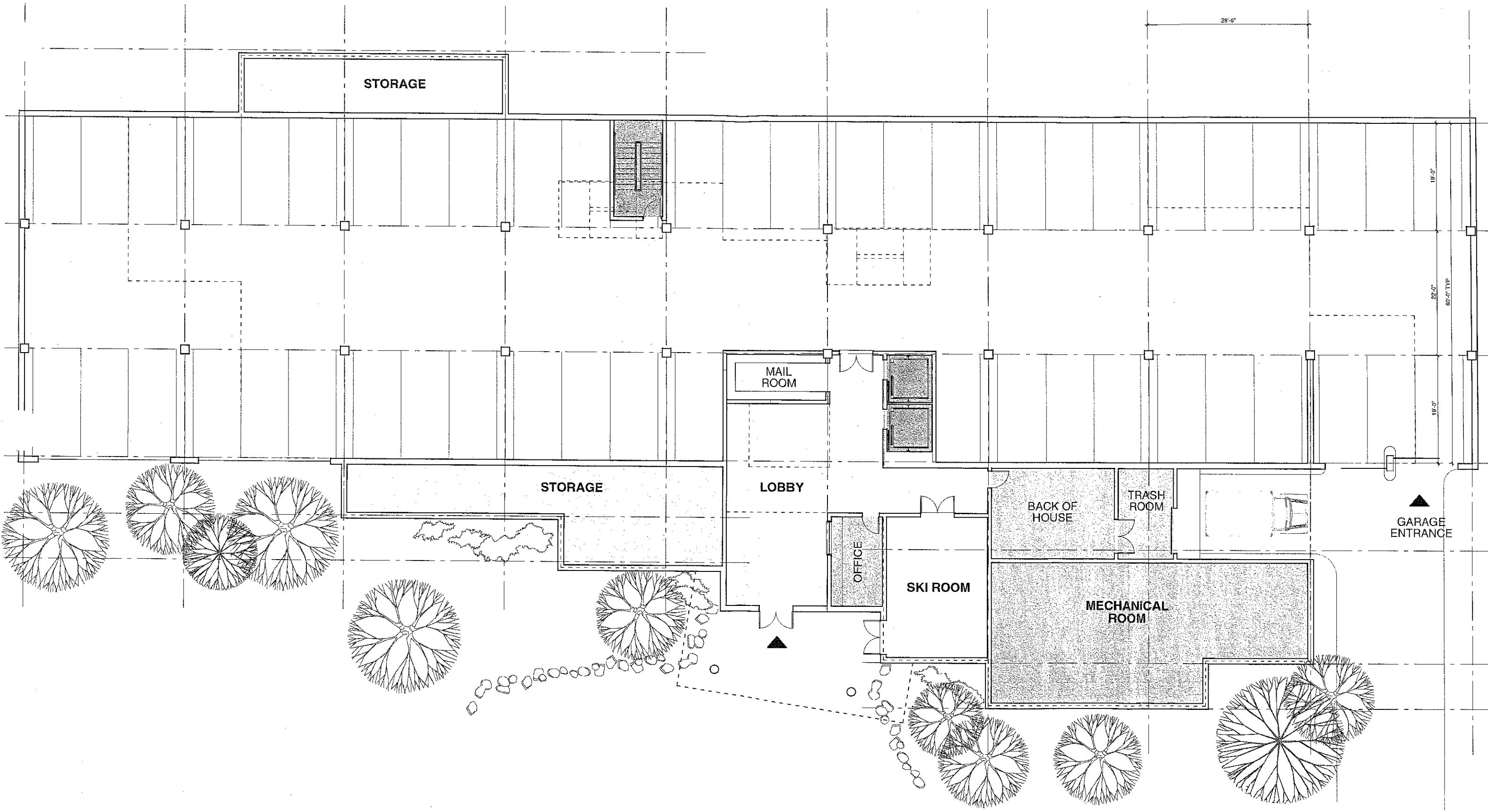
MARCH 25, 2004  
 REVISED MAY 14, 2004  
 REVISED JUNE 1, 2004  
 REVISED JUNE 14, 2004  
 REVISED JULY 6, 2004  
 REVISED AUGUST 16, 2004



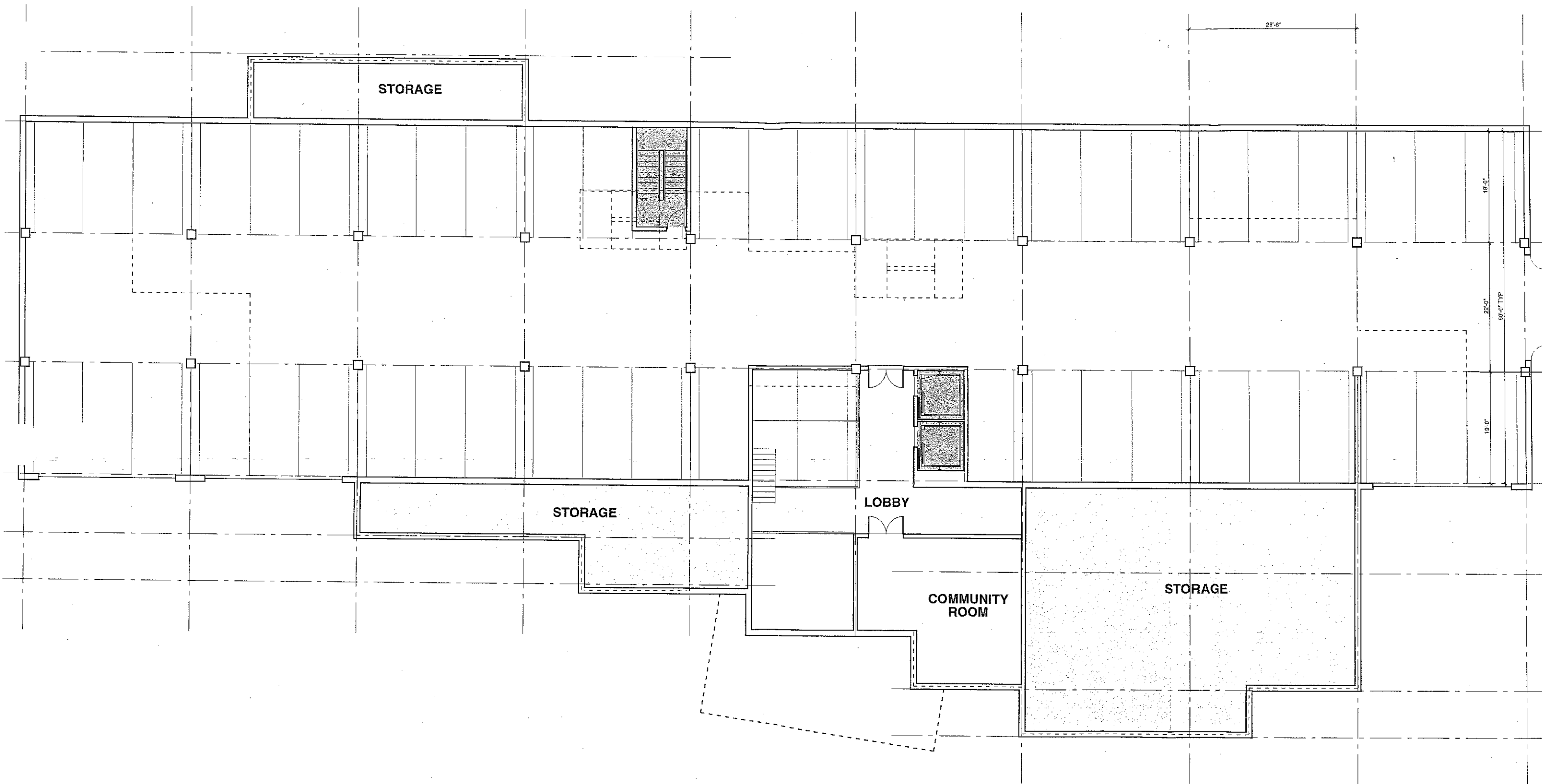


SITE SECTIONS

**GRAVES HILL**  
 OCEAN AVENUE  
 PORTLAND, ME

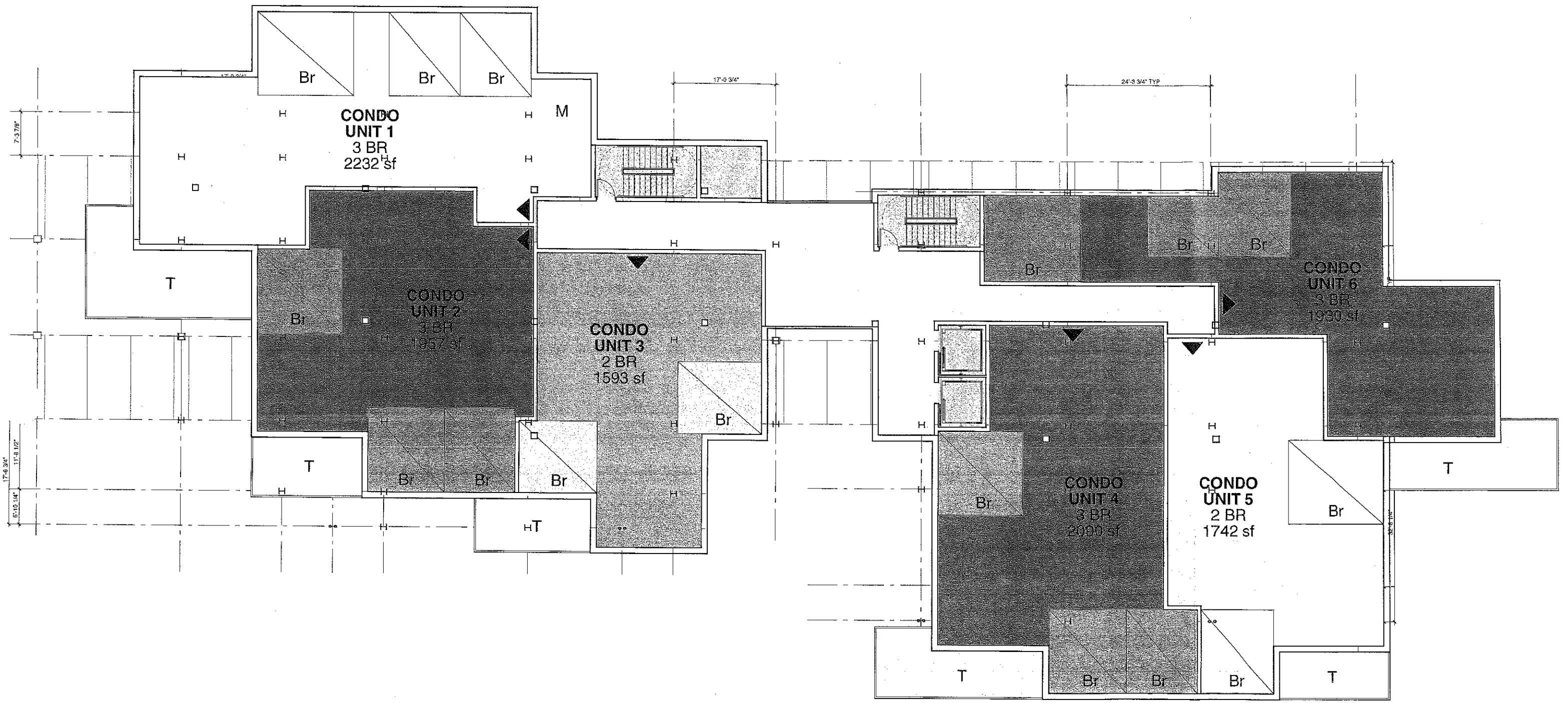


**GRAVES HILL**  
 OCEAN AVENUE  
 PORTLAND, ME



FLOOR 02: COMMUNITY ROOM & GARAGE

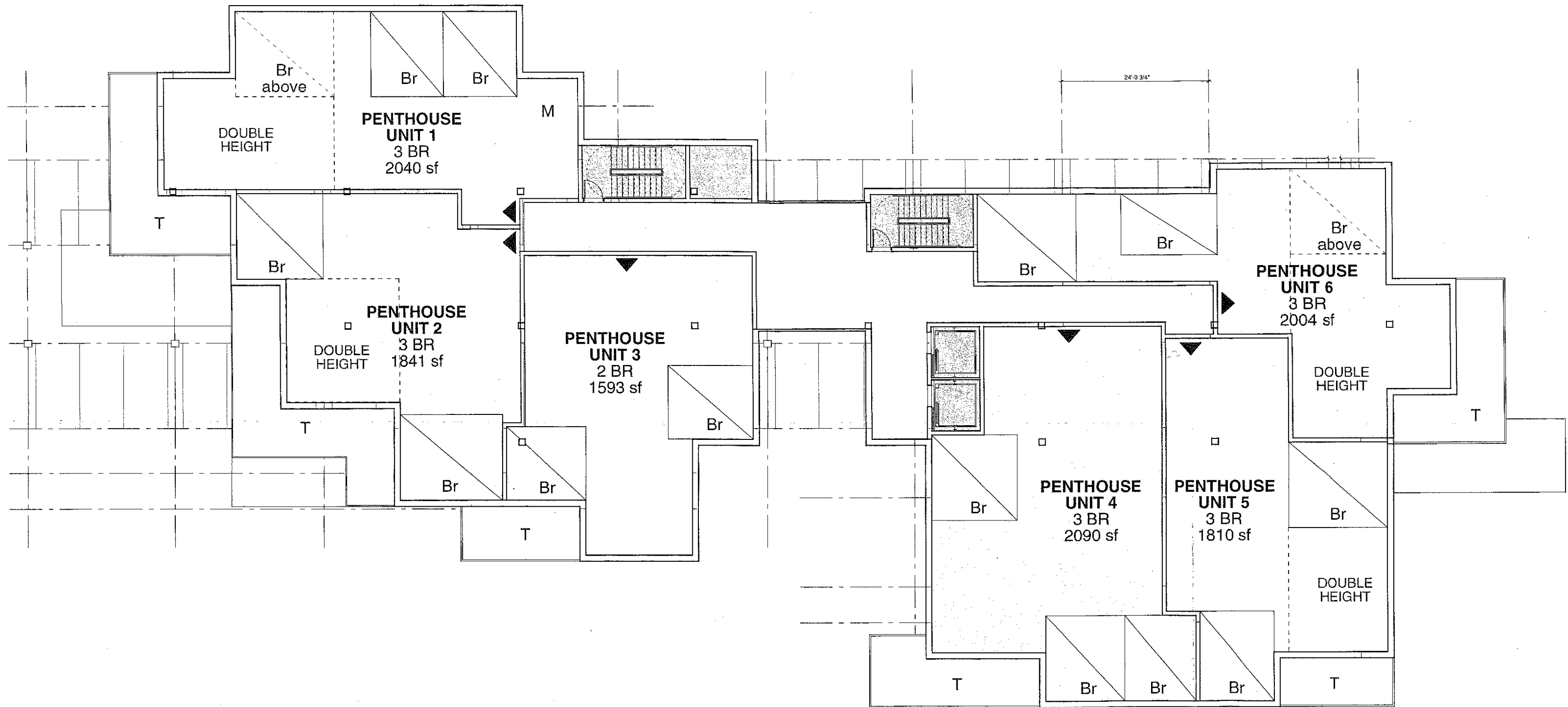
**GRAVES HILL**  
OCEAN AVENUE  
PORTLAND, ME



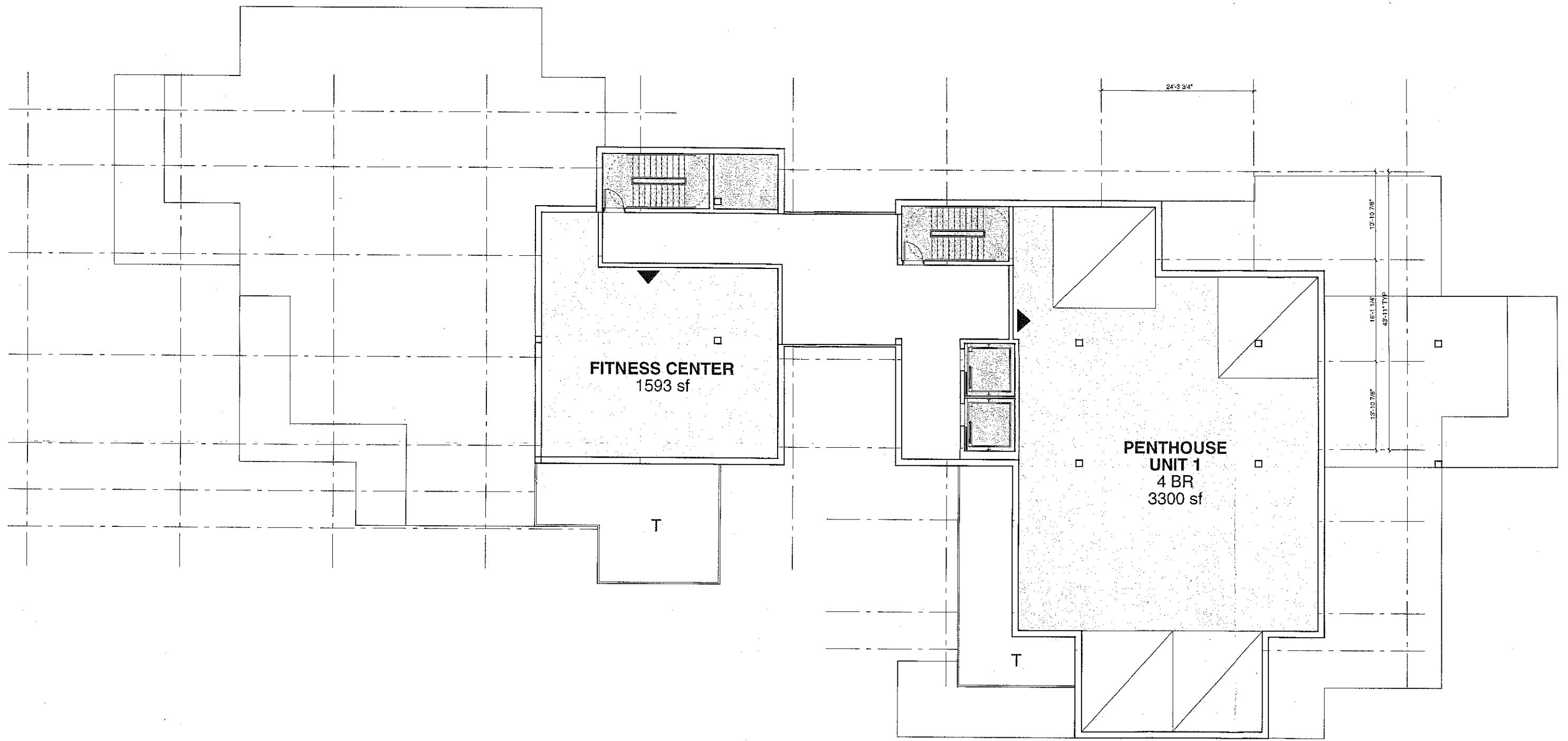
**FLOOR 03-09: TYPICAL CONDOMINIUM**  
 14,510 SF TOTAL

**GRAVES HILL**  
 OCEAN AVENUE  
 PORTLAND, ME

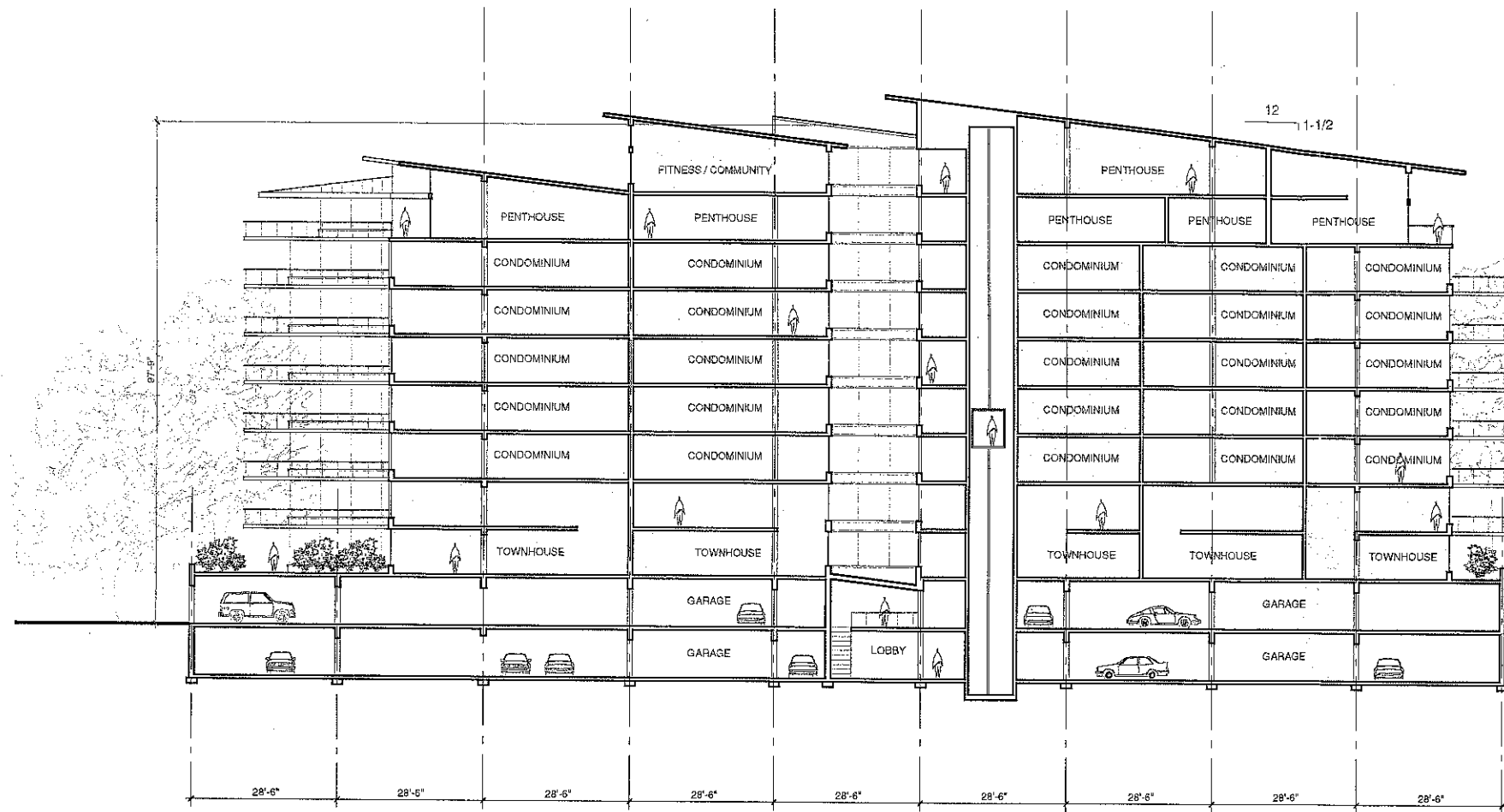




**FLOOR 10: PENTHOUSE**  
13,405 SF TOTAL

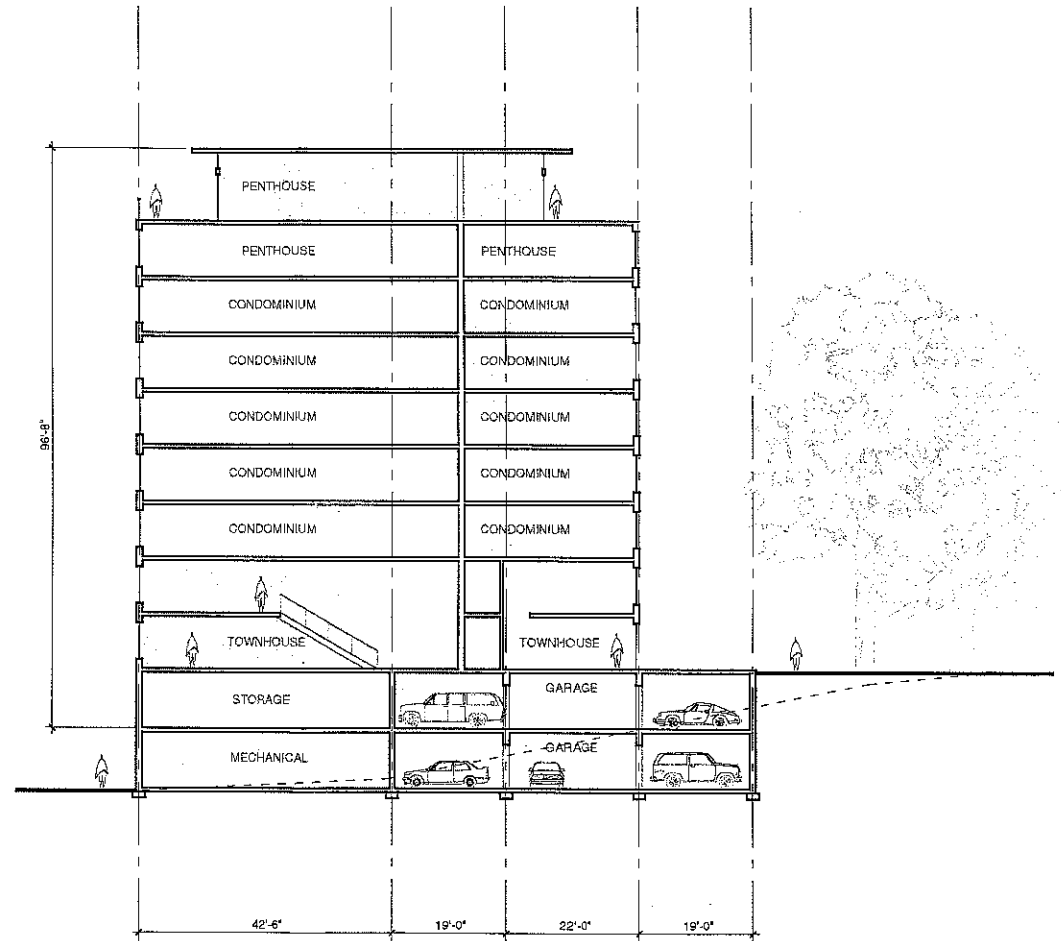


**FLOOR 11: PENTHOUSE**  
6,653 SF TOTAL



S-N BUILDING SECTION

- PENTHOUSE 2  
EL: 221'-4"
- PENTHOUSE 1  
EL: 212'-0"
- CONDO 7  
EL: 156'-0"
- CONDO 8  
EL: 146'-8"
- CONDO 5  
EL: 137'-4"
- CONDO 4  
EL: 128'-0"
- CONDO 3  
EL: 118'-8"
- CONDO 2  
EL: 109'-4"
- CONDO 1  
EL: 100'-0"
- GARAGE 2  
EL: 90'-0"
- GARAGE 1  
EL: 80'-0"



E-W BUILDING SECTION

BUILDING SECTIONS

**GRAVES HILL**  
 OCEAN AVENUE  
 PORTLAND, ME

Michael F. Brennan  
Kevin J. Donoghue  
David A. Marshall  
Cheryl A. Leeman  
Edward J. Suslovic

CITY OF PORTLAND  
IN THE CITY COUNCIL

John R. Coyne  
John Hinck  
JILL C. DUSON  
NICHOLAS M. MAVODONES

ORDER AUTHORIZING AMENDMENT TO CITY CODE  
SEC. 14-49 (ZONING MAP AMENDMENT)  
RE: CONDITIONAL REZONING FOR  
802-828 OCEAN AVENUE  
RIDGE DEVELOPMENT, LLC

ORDERED, that the Zoning Map of the City of Portland, dated 2012 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a conditional rezoning as detailed below;

BE IT FURTHER ORDERED, that the conditional rezoning amendment authorized herein shall become effective thirty (30) days following this rezoning.

CONDITIONAL ZONE AGREEMENT  
RIDGE DEVELOPMENT, LLC

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Ridge Development, LLC, a Maine limited liability company with an office in Portland, Maine (hereinafter "RIDGE DEVELOPMENT").

WITNESSETH:

WHEREAS, RIDGE DEVELOPMENT owns or has an option to buy a parcel of land consisting of approximately 18.32 acres located at 802-828 Ocean Avenue in Portland, consisting of parcels shown on City of Portland Tax Map 411, Block A, Lot 7 and Tax Map 416, Block A, Lots 6, 7 and 21, and more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 21500, Page 269 (collectively the "Property"); and

WHEREAS, RIDGE DEVELOPMENT proposes to construct upon a portion of the Property a maximum of 94 condominium units in two mid-rise buildings in a Planned Residential Unit Development ("PRUD") while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate with a larger trail system; and



**WHEREAS, RIDGE DEVELOPMENT** has requested the rezoning of 10.4 acres of the Property from R-3 to R-5A Residential Zone and the simultaneous approval of a contract zone to implement a planned residential unit development (PRUD) for dwelling units on that portion of the property, and the rezoning of 7.92 acres of the Property from R-3 to Recreation and Open Space Zone (R-OS); and

**WHEREAS,** the Planning Board of the **CITY OF PORTLAND** (hereinafter "**CITY**"), pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Land Use Code (the "Code") §§ 14-60 to 14-62 and 14-127, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions; and

**WHEREAS,** the **CITY**, by and through its City Council has determined that because of the bold and innovative design which:

- promotes efficient land use and conservation of natural resources,
- protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas,
- utilizes one of the last large undeveloped tracts of residentially-zoned land to provide housing of a type not currently available in Portland,
- reduces the impact on surrounding properties by minimizing the area to be blasted, preserving natural site amenities, and providing substantial buffers, and
- enhances the recreational trail system in Portland,

it is necessary and appropriate to impose with **RIDGE DEVELOPMENTS** agreement the conditions and restrictions set forth herein, in order to insure that said rezoning is consistent with the **CITY'S** comprehensive land use plan; and

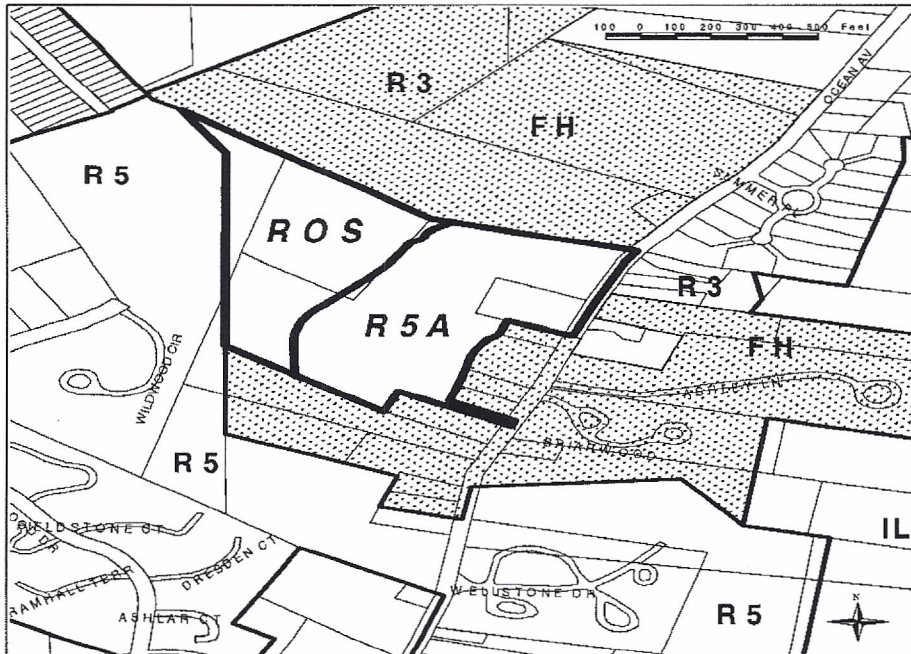
**WHEREAS,** the City Council of the **CITY** authorized the execution of this Agreement on \_\_\_\_\_, 2014\_, by City Council Order No. \_\_\_\_\_, a true copy of which is attached hereto as Attachment 1; and

**WHEREAS, RIDGE DEVELOPMENT** has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind **RIDGE DEVELOPMENT**, its successors or assigns;

**NOW, THEREFORE,** in consideration of the rezoning of the Property, **RIDGE DEVELOPMENT** contracts to be bound by the following terms and conditions:

1. The **CITY** hereby amends the Zoning Map of the City of Portland dated 2012, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to *R5-A* and R-OS). If this Agreement is not recorded within thirty (30) days of the City Council's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert

to the pre-existing R-3 zone.



**Proposed Rezoning for 802 Ocean Avenue  
from R3 and Flexible Housing Overlay to R5A and ROS**

April 2014

2. **RIDGE DEVELOPMENT** is authorized to establish and maintain the following uses on the **R-5A** portion of the property:

- a. up to 94 residential units located in two buildings, each building containing up to 47 units, which may be sold as condominium units, resulting in a maximum total of ninety-four (94) residential units within the Property; and
- b. parking in an amount of not less than 1 space per 1BR unit and 2 spaces per 2BR and 3BR units per residential unit, plus at least 28 additional surface visitor parking spaces; and
- c. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to forty-seven (47) dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R-5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to forty-seven (47) dwelling units plus all accessory uses associated therewith and trail sections and roads serving only that structure, all as more fully set forth in the Site Plans.

4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by blasting performed during Phase I shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.

5. **RIDGE DEVELOPMENT** is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access. Additionally, a future recreation area subject to Planning Board approval may be created.

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. **Ridge DEVELOPMENT** shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the R-5A portion of the Property and ten feet in width for trails on the R-OS portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public.

The easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize **RIDGE DEVELOPMENT**, its successors and assigns, Casco Heights Condominium Owners' Association, and Portland Trails to enforce those restrictions. In the alternative, instead of granting a trail easement on the R-OS portion of the Property, **RIDGE DEVELOPMENT** may opt to convey the R-OS portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid. The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I.

If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the R-OS portion of the site so long as **RIDGE DEVELOPMENT** has made the required conveyance, by easement and/or in fee, to Portland Trails and funds sufficient to complete construction the trails on the R-OS portion of the site have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, **RIDGE DEVELOPMENT** may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.

7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Sebago Technics (last revised March, 2014) and the Proposed Building Design site sections, building sections and floor plans submitted by Archetype (last revised March, 2014). The Casco Heights entrance on Ocean Avenue shall be at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of **RIDGE DEVELOPMENT**, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment

the attached site plan without further amendment to this Contract Zone Agreement. So long as the two residential structures include an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. **RIDGE DEVELOPMENT** shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, **RIDGE DEVELOPMENT** shall instead contribute funds equal to the cost of installing sidewalk and granite curbs as aforesaid to the **CITY** for the **CITY** to apply toward installing granite curbs and sidewalk in the vicinity of the **PROPERTY**.

**RIDGE DEVELOPMENT** shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area" shall remain in perpetuity and shall not be eliminated by **RIDGE DEVELOPMENT** or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*. Furthermore, while **RIDGE DEVELOPMENT** shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.

9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by **RIDGE DEVELOPMENT** or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which **RIDGE DEVELOPMENT** holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual condominium units. Similarly, **RIDGE DEVELOPMENT** or any successor in interest may convey the R- OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned **R-5A**, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying R-5A zone with respect to PRUDs except as follows:

**Maximum number of units per building: 47**

**Maximum number of buildings containing residential dwelling units: 2**

**Maximum building height: 75 feet**, as measured per zoning ordinance, and in accordance with the plans attached hereto and in accordance with the location on the site plan

**Parking:** 204 Spaces, half in Phase I and half in Phase II.

**Minimum recreation open space area:**

Outdoor passive recreation in the form of pedestrian trails of not less than 3,207 linear feet shall be provided on the Property, generally as shown on the Preliminary Site Plans, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. A public recreational trail easement over the trails on the Property shall be conveyed to **Portland Trails** or, in the alternative, to the **City of Portland** granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, **RIDGE DEVELOPMENT** may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to **Portland Trails** in fee, both subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the **CITY's** zoning ordinance shall apply to the portion of the Property rezoned R-5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the R-OS zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no off-street parking need be provided on any portion of the Property for visitors projected to use the R-OS portion of the Property and **RIDGE DEVELOPMENT** need not submit any parking needs projections.

12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit **RIDGE DEVELOPMENT**, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the **CITY**, by and through its duly authorized **representatives**.

13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

14. In the event **RIDGE DEVELOPMENT** or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of **RIDGE DEVELOPMENT'S** breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the R-5A or ROS zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that **RIDGE DEVELOPMENT** has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

15. **RIDGE DEVELOPMENT** shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

WITNESS:

RIDGE DEVELOPMENT, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Patrick Tinsman  
Its Manager

STATE OF MAINE  
CUMBERLAND, SS.

\_\_\_\_\_, 2014\_

Then personally appeared the above-named Patrick Tinsman, Manager of Ridge Development, LLC as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

**Before me:**

\_\_\_\_\_  
Notary Public/Attorney-at-Law

Printed name: -----

My Commission Expires: \_\_\_\_\_



## Consistency of Casco Heights with Portland's Comprehensive Plan

**1. Introduction:** Portland's Comprehensive Plan attempts to safeguard Portland's status as a "truly remarkable city" by identifying its distinctive features and then creating a multi-faceted strategy to value, preserve and build upon those features. The Plan seeks to enhance Portland's best qualities and characteristics partially through incremental growth, but also through "bold initiatives tempered by careful consideration and foresight in planning." (Housing Component, p. 9). In some respects, Casco Heights might be viewed as a "bold initiative" due to its imaginative design, the balance it strikes between scale and massing and environmental protection. However, in many other ways, it is consistent with an incremental pattern of development; it is a residential use in a residential zone which preserves open space. This type of development is already anticipated in the R-5A zoning text.

To protect Portland's premier status as a vibrant, small city the Comprehensive Plan adopts the target of **increasing the number of housing units so that Portland grows at the same pace as the region**, maintaining a 25% share of Cumberland County's population (Housing, p. 20). Other components of the community vision seek to: **capitalize on Portland's economic assets**; support and encourage the **creation of an adequate supply of quality housing for all**; create a **sustainable community** while keeping **municipal taxes affordable**; and **protect valued community attributes** including a welcoming and people-scaled built environment, coastal amenities, parks, trails and natural resources, and distinctive sense of place. (Housing, p. 8-9)

As the Casco Heights site is one of the largest remaining parcels of undeveloped land in Portland, it is important for it to be developed in a way that furthers the community vision. The proposal for this site is consistent with that community vision and furthers the Comprehensive Plan's goals and objectives for housing and economic development, open space and recreation, environmental protection and urban design, as further outlined below.

**2. Housing and Economic Development:** The housing component of the Comprehensive Plan (*Housing: Sustaining Portland's Future*, November 18, 2002) endeavors to build upon Portland's: (1) identity as the regional center for jobs, economic activity and institutional services (social, educational, and medical); (2) unique combination of a welcoming "small town feel" with bigger city amenities; and (3) appreciation of its heritage, including coastal environment, natural resources, and architectural character (p. 8). The Casco Heights developer values and, in turn seeks to attract residents who value these same community attributes. In keeping with the community vision, Casco Heights will be accessible and welcoming, designed to complement the architectural and coastal heritage, and positioned to contribute to maintaining Portland's position as the economic engine of the region.

### **Accessible/Welcoming**

Casco Heights will be welcoming not only to its own residents, but also to the community at large. Public access will be granted over trails which cross the entire site. While the primary trailhead will be located on the former landfill site (where parking will be available), neighborhood walkers from Summer Place, Ocean Ridge, and other nearby residences will be able to access the trail system from Ocean Avenue by walking through the R-5A portion of the site. Similarly, the open space will not be reserved for owners only. A number of neighborhood residents and others already use an informal trail system on the back portion of the site for running, walking, mountain biking, riding ATVs and hunting. While use by motorized vehicles and hunters will no longer be permitted, use by the general public for the remaining low impact uses will be encouraged and facilitated through improvements to be made in cooperation with Portland Trails.

### **Appreciation of Coastal Heritage**

The Housing Plan encourages Portland to build upon the fact that it is a geographically varied and dynamic coastal community with "spectacular views of Casco Bay and the Islands, Back Cove, and Maine's Mountains from the City's promontories," and the fact that residents have ready access to natural features through trails, parks, and scenic viewpoints. Casco Heights is designed to provide water views from most of the units. Similarly, the trails and open space on the R-OS portion of the site will provide residents and the general public with access to wooded land and interesting natural features such as dramatic rock outcroppings.

### **Need for Higher Density to Maintain Regional Share**

The Housing Plan recognizes that, given the limited amount of vacant land, in order for Portland achieve its target of maintaining a 25% share of the County's population, the City will have to allow higher residential density in areas that can support it. The Plan states:

[ ] locations along arterials, near services, or adjoining public amenities may be appropriate for a medium or high-rise apartment building given appropriate controls, high quality design and neighborhood compatibility. The intent is to identify areas suitable for higher density without adversely impacting the character of Portland's neighborhoods. (Housing Plan, p. 27)

Casco Heights is one of those sites that is suitable for development at a density higher than the existing R-3 zone. It is located on a collector street with capacity to accommodate additional traffic, and it is not too far from Washington Avenue, a principal arterial.

. It is served by public water and sewer, adjoins land which will be dedicated to public open space, is on a site of sufficient size to provide substantial buffers from its neighbors, and, due to the nature of the units to be built, should impact the character of the neighborhood in a positive way.

### **Need for Continuum of Options for All Income Levels**

The Housing Plan also states that Portland needs to encourage a full range of housing types, including private market rate development:

Although there has been much emphasis on affordable assisted housing, the need for market rate housing for mid and higher income households is also critically important to Portland's future. Eliminating barriers to housing development and supporting market rate projects through the approval process can assist in this. (Housing Plan, "Early Achievable Actions, Production, #8, p. 64)

This market rate housing should "provide a continuum of options across all income levels" and should include all types of quality housing including condominium and town-house units (Housing Plan, p. 29). The goal is to allow households to "move up" in the real estate market within Portland (or be attracted back into Portland from outlying communities) so that Portland can remain competitive with suburban communities (Housing Plan, p. 15-16). Casco Heights will supply needed housing options at market rate and penthouses at the higher cost end of the continuum.

### **Integrate Housing and Economic Goals**

The Comprehensive Plan recognizes that Portland is sliding into an unbalanced situation where the City provides much of the employment, educational, medical and social services, and arts and cultural opportunities for the region, but many of the higher income individuals who work in Portland and enjoy these services and amenities live in, and pay real estate taxes to, outlying communities. The Comprehensive Plan recognizes the need to improve the balance between where jobs are located and where housing is located by pursuing strategies to entice these individuals not to leave and/or to return to Portland (Comprehensive Plan, VoL I, p. 22).

The Casco Heights units can make a significant contribution to recapturing real estate tax dollars that would, most likely, otherwise flow to suburban communities. In addition, the net real estate tax benefit may be even greater because the high assessed value per unit may very well be coupled with relatively low service demands as a majority of the residents are expected to be older and/or without children in City schools, and some of them may only be in residence for part of each year.

Similarly, while there is no guarantee, it is very possible that one or more of the households attracted by Graves Hill may make a significant contribution to Portland's economic base. As technology makes it increasingly possible for certain types of businesses to relocate almost anywhere, a prime factor in deciding where to locate a business is often where top management would prefer to live. Allowing the creation of very high quality, innovative housing in our high-amenity community (with coastal resources, spectacular views, diverse recreational opportunities, arts and cultural offerings, historic resources, an authentic sense of place, and easy access to all amenities) may very well attract one or more residents who want to relocate their businesses to Portland, thus serving as an economic development tool.

**3. Open Space and Recreation:** The component of the Comprehensive Plan addressing open space and recreation (based on *Green Spaces, Blue Edges*, 1995, updated 2001), **recommends that neighborhoods have open space focal points within walking distance.**

The adjacent Ocean Avenue Landfill has been developed into The Ocean Avenue Recreation Area. The addition of 7.92 acres in the R-OS portion of the Casco Heights development will significantly increase the amount of forested open space and expand the length and quality of pedestrian trails available in the immediate vicinity for public recreational use.

In addition, *Green Spaces, Blue Edges* makes a city-wide recommendation to **"develop High Point Parks, open spaces located on the higher elevations of the city,** in neighborhoods throughout the city such as the Ocean Avenue landfill, hilltop on Ocean Avenue by rock shop, Rocky Hill, and hills in Stroudwater" (Comp. Plan Vol. I, p. 56). The second highest listed site is located on the Casco Height's property and will be part of the RO-S property.

Ridge Development will be working in conjunction with Portland Trails to develop the trail system on the site. The **Comprehensive Plan lauds Portland Trails** for its diligent work in creating at least 50 miles of public trails in Portland. Assuming final agreement by Ridge Development and Portland Trails, Ridge Development will convey a trail easement to Portland Trails over all of the trails on the R-5A portion of the site, and will convey all of the land to be rezoned R-OS to Portland Trails in fee, both subject to use restrictions. Between the two zones, at least 3,207 linear feet of trails will be constructed for public use. This is consistent with the strategies contained in the Comprehensive Plan to foster partnerships with nonprofits with similar goals and to continue to attract private funding to enhance recreation and open space goals (Comp. Plan, Vol. I, p. R-5).

**4. Environmental Protection:** Encouraging growth and development in appropriate areas, and discouraging or prohibiting development where it is hazardous or threatens natural resources is another goal of the Comprehensive Plan. Specifically, it states: **"locate and design housing to reduce impacts on environmentally sensitive areas"** (Comp. Plan, Vol. I, p. 22). The Casco Heights proposal has done this, both within its own site and within the context of Greater Portland.

**Within the 18-acre site,** the buildings and road infrastructure have been moved down the slope to stay away from environmentally sensitive wetland areas. The roads

have been designed to avoid going up steep inclines where possible, to minimize erosion. Structures have been massed to minimize the need for blasting and to reduce the amount of impervious surface. The developer will place 7.92 acres under the control of Portland Trails; all of the land in that portion of the site not used for pedestrian trails will be left in its natural state. On the R-5A portion of the site, Casco Heights has made a commitment to carefully evaluate construction options relative to the existing vegetation, and has identified tree preservation areas where it will actively work to save mature trees to the extent possible. There is also a 20' "no cut" strip of land in the R-5A zone abutting the R-OS zone for its entire length. These efforts to reduce negative environmental impact are all consistent with the goals of the Comprehensive Plan.

This environmental goal may also be viewed in a **broader context, intended to direct coastal development to sites that can accommodate it.** The State Coastal Management Policies, the Mandatory Shoreland Zoning Act (as implemented by City zoning), and the City's Islands Land Use and Zoning Study all recognize that absent regulation, there will be a very high demand to build residences in locations with views of coastal waters. Yet unless properly sited, building near coastal waters can pose an environmental threat to coastal resources, place residences in hazardous locations, and reduce the scarce supply of land suitable for water-dependent uses. Portland has adopted shoreland zoning and waterfront zoning to regulate setbacks and establish allowable uses along waterbodies. Similarly, Portland has zoned its islands for very low density development, based in part upon a groundwater carrying capacity analysis which sets limits based upon an assumption that each island might need to be self-supporting with regard to fresh water at some point in the future (Comp. Plan, Vol. I, p. 53).

Thus, if Portland wants to capitalize upon the high demand for views of coastal waters, that demand will have to be satisfied by non-harbor, non-island locations. Allowing 94 units on the Casco Heights site, approximately most of which will have spectacular views of Casco Bay, may take some pressure off more hazardous or environmentally fragile locations. This is very much in keeping with state and local policies and with the Comprehensive Plan (Comp. Plan, Vol. I, p. 59).

**5. Urban Design:** The Comprehensive Plan notes that Portland's topography plays an important role in shaping perceptions of and views from the City. The high bluffs of the Western and Eastern Promenades are said to help accentuate a sense of Portland as a "city of stature." Similarly, the Plan notes: "off the peninsula, the topography of the city includes several high points that provide scenic vistas or are appealing objects for viewing themselves. For example, Graves Hill offers a majestic view of the Presumpscot River Sanctuary and the islands." (Comp. Plan., Vol. I, p. N-15). At an elevation of 174 feet, Graves Hill is the second highest off-peninsula point of land, six feet lower than Summit Hill and one foot lower than the Western Promenade. Graves Hill is the site on which Casco Heights will be built.

The interplay of the natural topography with the built environment can further accentuate the distinctive sense of place. *Green Spaces, Blue Edges* challenges the City to:

[d]evelop a vision of the natural environment that enhances the full range of dynamic contrasts between the landscapes and built forms found in Portland, which will enrich the appearance and enliven the use of our City. (Comp. Plan, Vol. I, p. 24)

The building design proposed for Casco Heights embodies dynamic contrasts between natural features and the built forms. Siting relatively tall, built upon one of the higher hills in Portland emphasizes the natural topography. The buildings themselves will be surrounded by mostly-forested open space. Due to the vegetation, they will be only minimally visible to their immediate neighbors

Even though it addressed primarily non-residential uses, the Downtown Height Study, a component of the Comprehensive Plan, provides important guidance for approaching height issues at Graves Hill (Comp. Plan, Vol. I, p. N-17). Based on an extensive process lead by a skilled consultant, in 1989 the City adopted height overlay zones for the entire peninsula. The process examined the contextual relationship, the underlying topography, the skyline, view corridors, architectural massing, the resulting pedestrian environment, open space, transportation capacity, and build out scenarios.

One of the primary recommendations was that the **tallest structures should be located on the high points already established by the natural topography**. This meant the tallest buildings should be located along the raised spine of the peninsula (along Congress Street/Cumberland Avenue), and that heights should step down as the topography fell off toward Back Cove and Commercial Street. The rationale for this design was that it would produce the most visually interesting, graceful skyline, reflective of the underlying place, and it would also preserve views from multiple locations.

By analogy, the Downtown Height Study component of the Comprehensive Plan suggests that Casco Heights is located at precisely the right location, on one of the points of high natural topography, to create visual interest and avoid blocking views. It also suggests that heights in excess of 150 feet have been determined to be compatible with Portland's sense of a human scale and in keeping with the local context. Casco Heights, at a maximum height of 75 feet, is well under that height. Finally, consistent with the study's conclusion that architects needed to pay much more additional attention to the tops of buildings, the Casco Heights structures are already designed for maximum visual interest.

## **Policy Underlying R-SA Zone and Contract Zone Standards**

### **HISTORY OF R-5A:**

The R-5A zone was developed in 1988 as part of a multi-year, comprehensive review of all of the residential zones. It is unique in that when it was first enacted, it was the only residential zone which was not accompanied by any designation of corresponding land on a map. The Planning Board and City Council decided not to designate any specific land as R-5A, but rather to wait until individual applicants expressed an interest in having their land rezoned to that classification. As the zone requires a unique confluence of site characteristics coupled with an owner's desire to develop a particular type unit, the City determined it had an insufficient basis for "reducing the zone to the ground" in advance. Thus, the City made the zone available as a matter of policy, but opted to wait for specific rezoning requests to determine whether it was appropriate to change the map to R-SA in a particular location.

### **PURPOSE OF R-5A:**

The R-5A zone was created to allow for moderate density in off-peninsula locations. It was designed to help maintain a strong residential tax base, to accommodate a diverse range of housing within Portland (both affordable and high end), and to allow developers to take advantage of unique development opportunities offering high site amenities.

The purpose statement anticipates use of the R-5A zone in three different situations:

- 1) To provide a unique residential living experience with a high degree of natural site amenities;
- 2) To provide areas in the general proximity of the peninsula that have the capability for adequate municipal services, including traffic corridors with adequate traffic capacity, that can appropriately accommodate a more intensive use of land than other lower-density zoned land and be compatible with surrounding neighborhoods;
- 3) To increase affordable housing opportunities in off-peninsula locations by providing a moderate-density zone.

Casco Ridge development is clearly consistent with the first purpose. As a large, undeveloped parcel with wooded hills, recreational trails, and magnificent views of Casco Bay, the City, and points west, the site amenities are unsurpassed. As proposed it would provide a residential living experience unique to Portland: a mix of market rate and high end penthouse units in mid-rise buildings in a natural, non-urban setting.

Casco Ridge is also consistent with the second purpose. Due to the easy proximity to the peninsula via Ocean Avenue/Washington Avenue, its access to the full range of municipal services, the size of the site, the ability to provide substantial buffering from its neighbors, and its intent to provide significant recreational open space for use by its

residents and the public, it can appropriately accommodate a more intensive use of the land.

**COMPARISON OF DENSITY:**

Land in the R-1 and R-2 zones, designated as "**low**" density, is probably unlikely to be rezoned to R-5A because that land is located in outlying areas and/or in areas with limited additional traffic capacity. Thus, it is most likely that R-5A rezoning request will involve land zoned R-3 or R-5. The ordinance describes R-3 and R-5 as "**medium**" density, requiring a minimum net land area of 6,500 and 3,000 square feet per dwelling unit, respectively. R-6, applicable to most peninsula residential neighborhoods, is designated as "**high**" density, requiring a minimum of 1,000 square feet per dwelling unit. R-5A, designated as a "**moderate**" density, falls in the middle, requiring a minimum of 1,600 square feet of net land area per dwelling unit.

Zone	Density Designation	Minimum Lot Area Per Dwelling Unit (sq. ft.)
R-1	Lower	15,000 (gross)
R-2	Low	10,000 (gross)
R-3	Medium	6,500 (net)*
R-5	Medium	3,000 (net)*
<b>R-5A</b>	<b>Moderate</b>	<b>1,600 (net)*</b>
R-6	High	1,000 (gross)

\*Net land area, as defined in Sec. 14-47 deducts all unbuildable and "inaccessible" areas plus 20% of the remaining area, per formula.

Casco Heights significantly exceeds these lot area minimum requirements. Looking at the entire parcel, the gross area per dwelling unit is 8,144 sq. ft. and the net area is 4,435 sq. ft., almost triple the R-5A required minimum of 1,600 square feet. If Graves Hill Land Company conveys the R-OS portion of the site to Portland Trails in fee, the remaining R-5A portion of the site continues to meet the density requirements by itself, with a gross area of 4,519 sq. ft. and a net area of 3,249 sq. ft. per unit, still double the required 1,600 sq. ft. minimum.

**Casco Heights Density Calculations**

Land Area	Lot Area Per Dwelling Unit, Gross, Sq. Ft.	Lot Area Per Dwelling Unit, Net, Sq. Ft.
Entire parcel (R-5A and R-OS)	8,144	4,435
R-5A only	4,519	3,249



## **CONTRACT/CONDITIONAL ZONE IN R-5A:**

The R-5A zone allows multiple-family attached dwelling units ("planned residential unit developments" or PRUDs) as a permitted use. However, rather than attempting to impose fixed requirements for what may be very divergent types of housing, it provides for each proposed PRUD to be reviewed and implemented through conditional or contract zoning (hereinafter "contract zoning").

The Planning Board and the City Council have significant discretion in recommending and/or approving a contract zone. The state enabling legislation requires that a contract zone be consistent with the municipality's growth management program, establish rezoned areas that are consistent with the existing and permitted uses within the original zones; and only include conditions and restrictions that relate to the physical development or operation of the property. (30A M.R.S.A Sec. 4352) Portland's Land Use Ordinance directs that a contract zone may be granted where the City Council finds it necessary or appropriate to impose, by agreement with the property owner, certain conditions or restrictions to ensure that the rezoning is consistent with the city's comprehensive plan. The conditions imposed must relate only to the physical development and operation of the property, and may address the number of units and types of uses permitted, the scale and density of development, the design and layout of buildings, schedules for completion, performance guarantees, open space, buffers, protection of natural areas, and contributions toward the provision of municipal services. (Division 1.5, Conditional or Contract Zoning, Sec. 14-60 to -62)

In addition to these general principals, some of Portland's zones anticipate contract zone requests and incorporate more specific guidance into that section of the ordinance. For example, there are very detailed standards for the review of any proposed contract zone in the Waterfront Central Zone. Similarly, the R-5A zone sets some minimum standards for PRUDs applying for a contract zone, as follows:

- Minimum lot size: three acres gross area;
- Minimum land area per dwelling unit: 1,600 square feet of net land area;
- Minimum street frontage: Fifty (50) feet;
- Minimum building setback from external property lines: 35 feet if building length is greater than 100 feet;
- Minimum recreation open space area (PRUD): Two hundred (200) square feet per dwelling unit of common area designated on the site for recreational purposes, with additional standards addressing features of the area;
- No open outside stairways or fire escapes above the ground floor; and
- All land shall be owned and used in common and governed and maintained through condominium documents or similar instruments.

However, none of the other dimensional requirements contained in Sec. 14-130 (e.g., minimum yard dimensions, maximum lot coverage) or height limits apply to PRUDs, so the Planning Board and City Council retain discretion to determine appropriate limits for

those components, informed by the comprehensive plan, site plan and subdivision standards.

Casco Heights clearly meets or exceeds all of the minimum standards for PRUDs established in the R-5A zone. The applicant is requesting that those ordinance minima be supplemented by establishing the density and dimensional requirements listed in Paragraph 10 of the proposed contract zone (e.g., maximum units per building, 49; maximum number of buildings, 2; maximum building height, 100 feet (per ordinance definition); minimum parking of 2 spaces per unit plus 28 visitor spaces; recreation open space of not less than 3,207 linear feet of pedestrian trails). Similarly, consistent with City Code, the proposed contract zone addresses map changes, number and types of uses, protection of natural areas, design and layout of buildings, phasing, performance guarantees, and enforcement.

**PURCHASE AND SALE AGREEMENT - LAND ONLY**

October 3, 2013 Effective Date  
 Effective Date is defined in Paragraph 20 of this Agreement.

**October 3, 2013**

1. PARTIES: This Agreement is made between V&E Enterprises ("Buyer") and Graves Hill Land Trust ("Seller").
  2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (  all ,  part of; If "part of" see paragraph 26 for explanation) the property situated in municipality of Portland, County of Cumberland , State of Maine, located at 802 Ocean Ave. and described in deed(s) recorded at said County's Registry of Deeds Book(s) 21500, Page(s) 269.
  3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$1,100,000.00. Buyer has delivered; or will deliver to the Agency within 2 days of the date of this offer, a deposit of earnest money in the amount \$10,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.
- This Purchase and Sale Agreement is subject to the following conditions:
4. EARNEST MONEY/ACCEPTANCE: Malone Commercial Brokers("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until October  AM 5:00  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.
  5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers the later of March 7, 2014 or 14 days following receipt of the Amended Contract zone and site Plan approvals per Paragraph 22 of this Contract. (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.
  6. DEED: The property shall be conveyed by a Maine State Short deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.
  7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.
  8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.
  9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: association fees, Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

Mark Malone  
 Licensee

Malone Commercial Brokers is the  
 Agency

Seller Agent     Buyer Agent  
 Disc Dual Agent     Transaction Broker

N/A  
 Licensee

N/A is a  
 Agency

Seller Agent     Buyer Agent  
 Disc Dual Agent     Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency

Consent Agreement.

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

11. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

12. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

13. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

14. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

15. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

16. ADDENDA:  Yes Explain: \_\_\_\_\_  No

17. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on

18. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

19. ZONING CONTINGENCY: This contract is contingent upon the City of Portland amending the Contract Zone to allow 98 units in 2 or more buildings, in a configuration mutually satisfactory to both the City and the Buyer. 2) The Buyer receives site plan approval for its intended project and 3) The Seller authorize Sebago Technics and any other professional service providers it has used for the evaluation of the Property, to use any and all data and material the Seller previously obtained while conducting the zone change and site plan approvals.

20. PERMITS AND APPROVALS: Purchase is subject to Buyer being able to obtain all necessary permits, approvals, and municipal zone changes within one hundred and fifty (150) days of the executed Purchase and Sale Agreement. Buyer shall submit applications to City and State agencies within thirty (45) days of the executed Purchase and Sale Agreement. Buyer shall have one - (30) day extension to this contingency if it has diligently pursued its permits and approvals and the City of Portland has caused delays to make this deadline impossible without the extension.

21. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPETITION
1. SURVEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>
Purpose:			
2. SOILS TEST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>
Purpose:			
3. SEPTIC SYSTEM DESIGN	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0
Purpose:			
4. HAZARDOUS WASTE REPORTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>
Purpose:			
5. UTILITIES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>
Purpose:			
6. WATER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>
Purpose:			
7. SUB-DIVISION APPROVAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>
Purpose:			
8. HABITAT REVIEW/WATERFOWL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>
Purpose:			
9. MDOT DRIVEWAY/ENTRANCE PERMIT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>
Purpose:			
10. DEED RESTRICTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>
Purpose:			

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

22. FINANCING: None

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 199 Elderberry Drive, So. Portland, ME.

Robert A. Mantle Pres 10-3-13  
 BUYER DATE

BUYER DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 16 Tiffany Lane, Saco, ME 04072.

SELLER

DATE

10/3/13

SELLER

DATE

**COUNTER-OFFER**

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) \_\_\_\_\_ (time) \_\_\_\_\_  AM  PM.

BUYER

DATE

BUYER

DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER

DATE

BUYER

DATE

**EXTENSION:** The time for the performance of this Agreement is extended until \_\_\_\_\_.

BUYER

DATE

BUYER

DATE

BUYER

DATE

BUYER

DATE

**2nd AMENDMENT TO  
PURCHASE AND SALE AGREEMENT – LAND ONLY**

The Contract For Sale of Real Estate for property located at 802 Ocean Ave. Portland, Maine between Graves Hill Land Company, LLC ("Seller") and V&E Enterprises (the original Buyer), with an effective date of October 7, 2013, for valuable consideration, is hereby amended as follows effective as of January 7, 2014:

1. Paragraph 1 Parties: The identity of the parties is hereby amended as follows:

The name of the Seller is hereby corrected to Graves Hill Land Company, LLC instead of Graves Hill Land Trust, and Seller hereby represents that it is duly authorized to enter into the Contract.

The identity of the Buyer is hereby changed to Ridge Development LLC and the original buyer, V&E Enterprises, hereby assigns its entire interest in the Contract to Ridge Development LLC, which hereby assumes and agrees to perform the Contract.

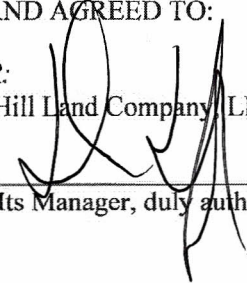
2. Paragraph 21, PERMITS AND APPROVALS: Paragraph 21 is hereby amended and restated as follows:

"Buyer's obligations under this Contract are subject to receipt of all necessary governmental permits and approvals satisfactory to Buyer, including without limitation City Council approval of a replacement/amended Contract Zone, which Buyer agrees to seek with due diligence and continuity of effort. Buyer shall have until 1/20/2014 to submit applications to the City of Portland and shall have until 5/5/2014 to receive approvals, provided that Buyer shall be entitled to 15 business days written notice of default and opportunity to cure."

This Amendment may be signed on any number of identical counterparts, including telefax or scanned copies, with the same binding effect as if all of the signatures were on one instrument. All other terms and conditions of the Contract as amended to date remain in full force and effect.

SEEN AND AGREED TO:

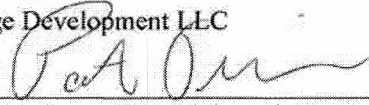
*SELLER:*  
Graves Hill Land Company LLC

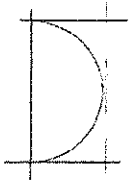
By:   
Its Manager, duly authorized

*ASSIGNING BUYER*  
V&E Enterprises

By: \_\_\_\_\_  
Its \_\_\_\_\_

*BUYER:*  
Ridge Development LLC

By:   
Its Manager, duly authorized



d o y l e  
e n t e r p r i s e s

## CASCO HEIGHTS

Dear Members,

On May 6, 2014 we presented to you Casco Heights and the proposed amendment to the underlying 2004 approved Conditional Rezoning Amendment. That 2004 amendment rezoned the R-3 parcel into 8.15 acres of R-OS, improved with trails and 10.17 acres of R-5A developed with two 100 foot buildings containing a total of 98 luxury condominiums.

Based on the input from the neighbors, the Planning Board and advisors, we have slightly adjusted the proposed revision to the contract zone.

The factor most upsetting to the neighbors at the adjacent Ocean Ridge Condominium complex was the proximity of the north building to their units and the lack of a substantial buffer. In our previous submission, the building was 32 feet from the property line. We have increased that to 65 feet and included a buffer plan.

The site plan submitted in May divided the property into more or less the same amount of R-OS and R5-A as the contract zone, however the shape was different and included a rounded parking lot that would require blasting the second highest point in Portland. Our current plan's zoning division is within a hundredth of an acre of the existing contract zone, more in line with the contract zone's shape and preserves the second highest point.

Staff suggested that rather than requiring a sidewalk on Ocean Avenue in front of Casco Heights, the sidewalk should go on the opposite side of Ocean Ave. and connect the existing pieces. This is now shown with a crosswalk connecting it to the Casco Heights Trail/sidewalk. The only other change to the site plan is the location of the detention pond. The pond has been moved to the front of the north building, away from the Ocean Avenue neighbors.

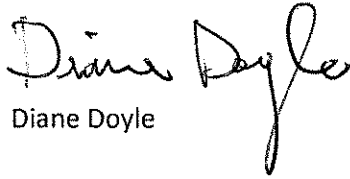


The approved contract zone allowed 98 units. On May 6, 2014 we asked that that be reduced to 94 units. After talking to local real estate agents, we determined that we needed a few more one bedroom units so we are asking that the maximum number of units be changed to 96 units, 48 per building. In each building we have taken a top floor two bedroom and converted it into two one bedroom units. The required parking spaces remain the same.

The final change to the amended contract zone regards the effective date of the conditional rezoning amendment. The approved contract zone orders the rezoning to become effective within 30 days of approval by City Council. We have asked that the zone amendment become effective upon sale of the property to Ridge Development.

We look forward to meeting with you on June 10<sup>th</sup>.

Sincerely,

A handwritten signature in black ink that reads "Diane Doyle". The signature is written in a cursive style with a large, looping "D" and "Y".

Diane Doyle

Michael F. Brennan  
Kevin J. Donoghue  
David A. Marshall  
Cheryl A. Leeman  
Edward J. Suslovic

CITY OF PORTLAND  
IN THE CITY COUNCIL

John R. Coyne  
John Hinck  
JILL C. DUSON  
NICHOLAS M. MAVODONES

ORDER AUTHORIZING AMENDMENT TO CITY CODE  
SEC. 14-49 (ZONING MAP AMENDMENT)  
RE: CONDITIONAL REZONING FOR  
802-828 OCEAN AVENUE  
RIDGE DEVELOPMENT, LLC

ORDERED, that the Zoning Map of the City of Portland, dated 2012 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a conditional rezoning as detailed below;

BE IT FURTHER ORDERED, that the conditional rezoning amendment authorized herein shall become effective ~~thirty (30) days following this rezoning.~~

CONDITIONAL ZONE AGREEMENT  
RIDGE DEVELOPMENT, LLC

upon sale to ridge development llc

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Ridge Development, LLC, a Maine limited liability company with an office in Portland, Maine (hereinafter "RIDGE DEVELOPMENT").

WITNESSETH:

WHEREAS, RIDGE DEVELOPMENT owns or has an option to buy a parcel of land consisting of approximately 18.32 acres located at 802-828 Ocean Avenue in Portland, consisting of parcels shown on City of Portland Tax Map 411, Block A, Lot 7 and Tax Map 416, Block A, Lots 6, 7 and 21, and more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 21500, Page 269 (collectively the "Property"); and

96

WHEREAS, RIDGE DEVELOPMENT proposes to construct upon a portion of the Property a maximum of ~~94~~ condominium units in two mid-rise buildings in a Planned Residential Unit Development ("PRUD") while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate with a larger trail system; and

10.18

WHEREAS, **RIDGE DEVELOPMENT** has requested the rezoning of 10.4 acres of the Property from R-3 to R-5A Residential Zone and the simultaneous approval of a contract zone to implement a planned residential unit development (PRUD) for dwelling units on that portion of the property, and the rezoning of 7.92 acres of the Property from R-3 to Recreation and Open Space Zone (R-OS); and

8.14

WHEREAS, the Planning Board of the **CITY OF PORTLAND** (hereinafter "**CITY**"), pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Land Use Code (the "Code") §§ 14-60 to 14-62 and 14-127, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions; and

WHEREAS, the **CITY**, by and through its City Council has determined that because of the bold and innovative design which:

- promotes efficient land use and conservation of natural resources,
- protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas,
- utilizes one of the last large undeveloped tracts of residentially-zoned land to provide housing of a type not currently available in Portland,
- reduces the impact on surrounding properties by minimizing the area to be blasted, preserving natural site amenities, and providing substantial buffers, and
- enhances the recreational trail system in Portland,

it is necessary and appropriate to impose with **RIDGE DEVELOPMENTS** agreement the conditions and restrictions set forth herein, in order to insure that said rezoning is consistent with the **CITY'S** comprehensive land use plan; and

WHEREAS, the City Council of the **CITY** authorized the execution of this Agreement on \_\_\_\_\_, 2014, by City Council Order No. \_\_\_\_\_, a true copy of which is attached hereto as Attachment 1; and

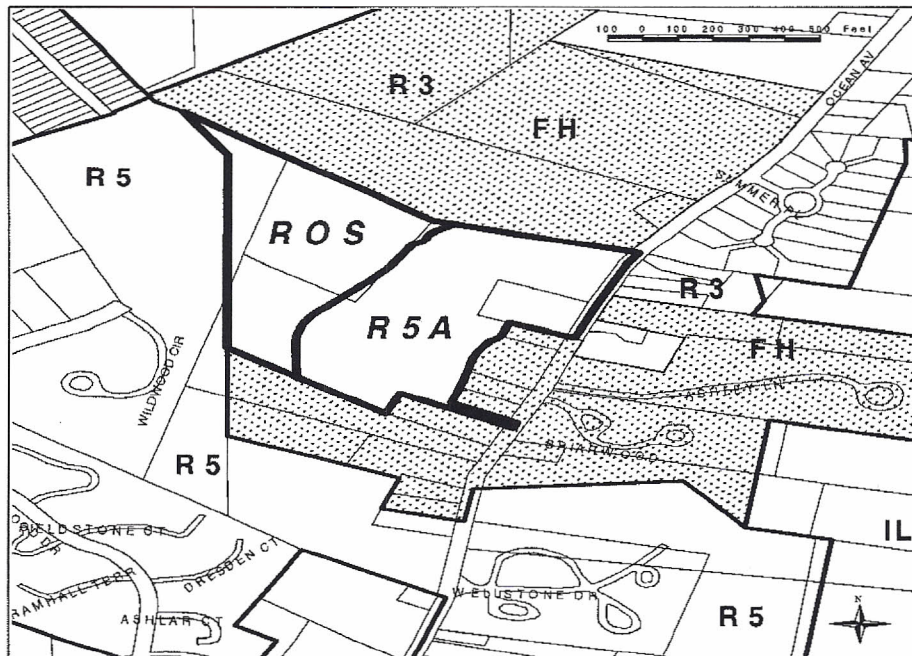
WHEREAS, **RIDGE DEVELOPMENT** has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind **RIDGE DEVELOPMENT**, its successors or assigns;

NOW, THEREFORE, in consideration of the rezoning of the Property, **RIDGE DEVELOPMENT** contracts to be bound by the following terms and conditions:

1. The **CITY** hereby amends the Zoning Map of the City of Portland dated 2012, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to R5-A and R-OS). If this Agreement is not recorded within thirty (30) days of the ~~City Council's approval of said rezoning~~, then the rezoning shall become null and void and the zoning of the Property shall revert

sale of the property to ridge development

to the pre-existing R-3 zone.



**Proposed Rezoning for 802 Ocean Avenue  
from R3 and Flexible Housing Overlay to R5A and ROS**

April 2014

2. **RIDGE DEVELOPMENT** is authorized to establish and maintain the following uses on the **R-5A** portion of the property:

96

- a. up to ~~94~~ residential units located in two buildings, each building containing up to ~~47~~ units, which may be sold as condominium units, resulting in a maximum total of ~~ninety-four (94)~~ residential units within the Property; and

48

ninety six(96)

- b. parking in an amount of not less than 1 space per 1BR unit and 2 spaces per 2BR and 3BR units per residential unit, plus at least 28 additional surface visitor parking spaces; and
- c. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

forty eight (48)

3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to ~~forty seven (47)~~ dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R-5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to ~~forty seven (47)~~ dwelling units plus all accessory uses associated therewith and trail sections ~~and roads serving~~ only that structure, all as more fully set forth in the Site Plans.

forty eight (48)

4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by blasting performed during Phase I shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.

5. **RIDGE DEVELOPMENT** is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access. Additionally, a future recreation area subject to Planning Board approval may be created.

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. **Ridge DEVELOPMENT** shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the R-5A portion of the Property and ten feet in width for trails on the R-OS portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public.

The easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize **RIDGE DEVELOPMENT**, its successors and assigns, Casco Heights Condominium Owners' Association, and Portland Trails to enforce those restrictions. In the alternative, instead of granting a trail easement on the R-OS portion of the Property, **RIDGE DEVELOPMENT** may opt to convey the R-OS portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid. The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I.

If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the R-OS portion of the site so long as **RIDGE DEVELOPMENT** has made the required conveyance, by easement and/or in fee, to Portland Trails and funds sufficient to complete construction the trails on the R-OS portion of the site have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, **RIDGE DEVELOPMENT** may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.

May

7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Sebago Technics (last revised ~~March~~, 2014) and the Proposed Building Design site sections, building sections and floor plans submitted by Archetype (last revised ~~March~~, 2014). The Casco Heights entrance on Ocean Avenue shall be at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of **RIDGE DEVELOPMENT**, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment

May

side of the building  
adjacent to Ocean  
Ridge  
Condominiums

the attached ~~side of the building adjacent to Ocean Ridge Condominiums~~ amendment to this Contract Zone Agreement. So long as the two residential units have an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. **RIDGE DEVELOPMENT** shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, **RIDGE DEVELOPMENT** shall instead contribute funds equal to the cost of installing sidewalk and granite curbs as aforesaid to the **CITY** for the **CITY** to apply toward installing granite curbs and sidewalk in the vicinity of the **PROPERTY**.

**RIDGE DEVELOPMENT** shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area" shall remain in perpetuity and shall not be eliminated by **RIDGE DEVELOPMENT** or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*. Furthermore, while **RIDGE DEVELOPMENT** shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.

9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by **RIDGE DEVELOPMENT** or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which **RIDGE DEVELOPMENT** holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual condominium units. Similarly, **RIDGE DEVELOPMENT** or any successor in interest may convey the R- OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned **R-5A**, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying R-5A zone with respect to PRUDs except as follows:

**Maximum number of units per building:** ~~47~~ ← 48

**Maximum number of buildings containing residential dwelling units:** 2

**Maximum building height:** 75 feet, as measured per zoning ordinance, and in accordance with the plans attached hereto and in accordance with the location on the site plan

**Parking:** 204 Spaces, half in Phase I and half in Phase II.

**Minimum recreation open space area:**

Outdoor passive recreation in the form of pedestrian trails of not less than 3,207 linear feet shall be provided on the Property, generally as shown on the Preliminary Site Plans, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. A public recreational trail easement over the trails on the Property shall be conveyed to **Portland Trails** or, in the alternative, to the **City of Portland** granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, **RIDGE DEVELOPMENT** may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to **Portland Trails** in fee, both subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the **CITY's** zoning ordinance shall apply to the portion of the Property rezoned R-5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the R-OS zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no off-street parking need be provided on any portion of the Property for visitors projected to use the R-OS portion of the Property and **RIDGE DEVELOPMENT** need not submit any parking needs projections.

12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit **RIDGE DEVELOPMENT**, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the **CITY**, by and through its duly authorized **representatives**.

13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.



14. In the event **RIDGE DEVELOPMENT** or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of **RIDGE DEVELOPMENT'S** breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the R-5A or ROS zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that **RIDGE DEVELOPMENT** has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

15. **RIDGE DEVELOPMENT** shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

WITNESS:

RIDGE DEVELOPMENT, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Patrick Tinsman  
Its Manager

STATE OF MAINE  
CUMBERLAND, SS.

\_\_\_\_\_, 2014\_

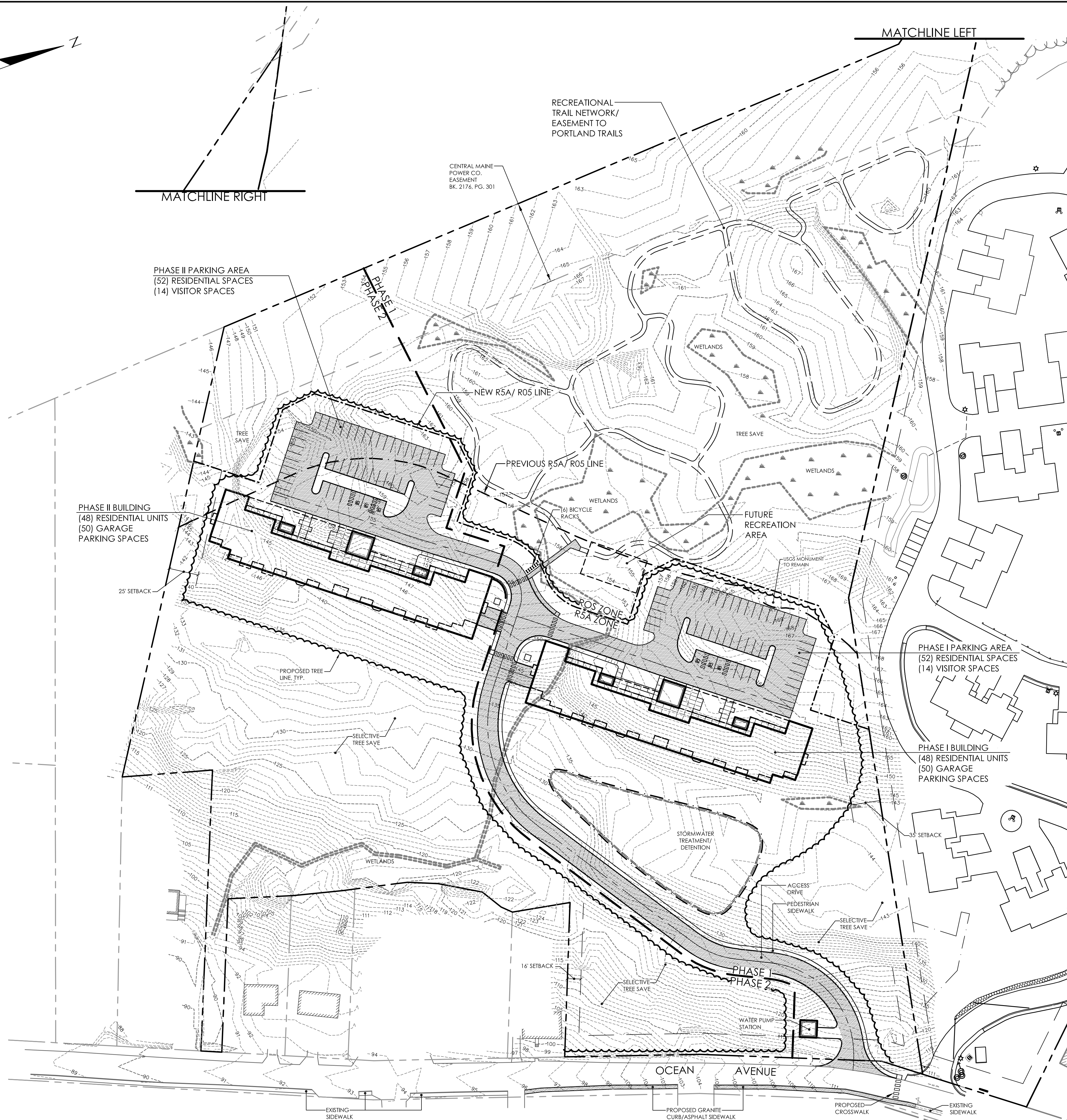
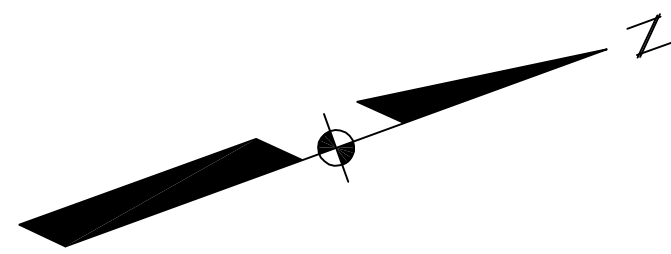
Then personally appeared the above-named Patrick Tinsman, Manager of Ridge Development, LLC as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

**Before me:**

\_\_\_\_\_  
Notary Public/Attorney-at-Law

Printed name: -----

My Commission Expires: \_\_\_\_\_

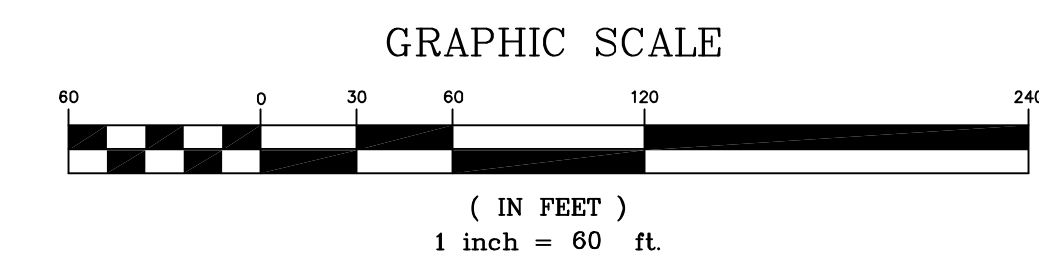


**GENERAL NOTES**

1. OWNER/APPLICANT: RIDGE DEVELOPMENT, LLC  
P.O. BOX 535  
BUXTON, MAINE 04093
2. ARCHITECT: ARCHETYPE, P.A.  
48 UNION WHARF  
PORTLAND, MAINE 04101
3. SURVEYOR: DOW AND COULOMBE, INC.  
13 PARK STREET  
SACO, MAINE 04072
4. ENGINEER: SEBAGO TECHNICS, INC.  
75 JOHN ROBERTS ROAD, SUITE 1A  
SOUTH PORTLAND, MAINE 07046
5. WETLANDS: ALBERT FRICK ASSOC., INC.  
95A COUNTY ROAD  
GORHAM, MAINE 04038
6. DEED REFERENCE: BOOK 21500, PAGE 269
7. TAX MAP REFERENCE: MAP 411, BLOCK A, LOT 7  
MAP 416, BLOCK A, LOTS 6, 7 AND 21
8. PROJECT AREA: 18.32 ACRES
9. ZONING: RSA (10.18 ACRES)  
ROS (8.14 ACRES)
10. DIMENSIONAL REQUIREMENTS:  
RSA ZONE: FRONT AND REAR YARD: 25 FT.  
SIDE YARD: 16 FT.  
35 FT.  
SETBACK @ BUILDINGS > 100 FT:
11. PROPOSED USE: 96 UNIT CONDOMINIUM
12. SEWER SERVICE: PUBLIC
13. WATER SERVICE: PUBLIC
14. ELECTRIC/TELEPHONE: UNDERGROUND
15. ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE EROSION PREVENTION PROVISIONS OUTLINED IN THE MAINE EROSION CONTROL AND SEDIMENTATION HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES, 2003.
16. PARKING REQUIREMENTS:  
(80) 2-BR, 3-BR UNITS AT 2 EA. = 160 SPACES  
(16) 1-BR UNITS AT 1 EA. = 16 SPACES  
(28) VISITOR SPACES AT 1 EA. = 28 SPACES  
TOTAL REQUIRED = 204 SPACES
17. THE ENTIRE SITE SHALL BE DEVELOPED AND/OR MAINTAINED AS DEPICTED ON THE SITE PLAN. APPROVAL OF THE PLANNING AUTHORITY OR PLANNING BOARD SHALL BE REQUIRED FOR ANY ALTERATION TO OR DEVIATION FROM THE APPROVED SITE PLAN, INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, DRAINAGE, LANDSCAPING, RETENTION OF WOODED OR LAWN AREAS, ACCESS, SIZE, LOCATION AND SURFACING OF PARKING AREAS, AND LOCATION AND SIZE OF BUILDINGS.
18. ALL POWER LINE UTILITIES SHALL BE UNDERGROUND.
19. ALL DISTURBED AREAS ON THE SITE NOT COVERED BY BUILDINGS OR PAVED AREAS SHALL BE STABILIZED WITH LOAM AND SEED OR OTHER METHODS AS REQUIRED BY BEST MANAGEMENT PRACTICES.
20. PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE SITE CONTRACTOR, DEVELOPMENT REVIEW COORDINATOR, PUBLIC WORKS REPRESENTATIVE AND OWNER TO REVIEW THE CONSTRUCTION SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE SITE CONTRACTOR SHALL PROVIDE THREE (3) COPIES OF A DETAILED CONSTRUCTION SCHEDULE TO THE ATTENDING CITY REPRESENTATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A MUTUALLY AGREEABLE TIME FOR THE PRE-CONSTRUCTION MEETING.
21. TRAIL LENGTH:  
RSA ZONE = 900 L.F.  
ROS ZONE = 2,307 L.F.  
TOTAL = 3,207 L.F.
22. TOTAL IMPERVIOUS AREA = 2.74 ACRES (14.9% RATIO)
23. TOTAL DISTURBED AREA = 5.86 ACRES.
24. PROPOSED BUILDINGS:  
LEVEL 1 = 50 PARKING SPACES  
LEVEL 2-5 = 48 RESIDENTIAL UNITS  
PROPOSED HEIGHT = 60 FT. ABOVE AVERAGE FINISH GRADE

**LEGEND**

EXISTING	DESCRIPTION	PROPOSED
---	BOUNDARY LINE/R.O.W.	---
---	ABUTTER LINE/R.O.W.	---
---	SETBACK	---
---	EASEMENT	---
---	CENTERLINE	---
---	ZONE LINE	---
---	BUILDING	---
---	WETLANDS	---
---	EDGE WETLAND	---
---	EDGE PAVEMENT	---
---	PAVEMENT PAINT	---
---	TRAILS	---
---	CURBLINE	---
---122---	---120---	---
---	CONTOURS	---



Plan 1

**SEBAGO TECHNICS**  
 WWW.SEBAGOTECHNICS.COM  
 75 John Roberts Rd., Suite 1A, 250 Goodland Rd., Suite B  
 South Portland, ME 04106 Lewiston, ME 04240  
 Tel: 207-282-2100 Fax: 207-282-5656

PROJECT NO.	FIELD BOOK	DESIGN	CHKD	DRAWN
13450		WTC	WTC	MAL

OVERALL SITE PLAN  
 OF:  
**CASO HEIGHTS**  
 OCEAN AVENUE  
 PORTLAND, MAINE  
 FOR:  
**RIDGE DEVELOPMENT, LLC**  
 P.O. BOX 535  
 BUXTON, MAINE 04093  
 TAB: SITE - 60

DATE	SCALE
05-20-14	1" = 60'

SHEET 1 OF 1

13450B.dwg

STORMWATER  
TREATMENT/  
DETENTION

WETLANDS

# Illustrative Site Plan : Preliminary Grading and Landscape Design CASCO HEIGHTS

Ridge Development, LLC  
Archetype, P.A.  
Sebago Technics, Inc.

April 1, 2014

OCEAN AVENUE

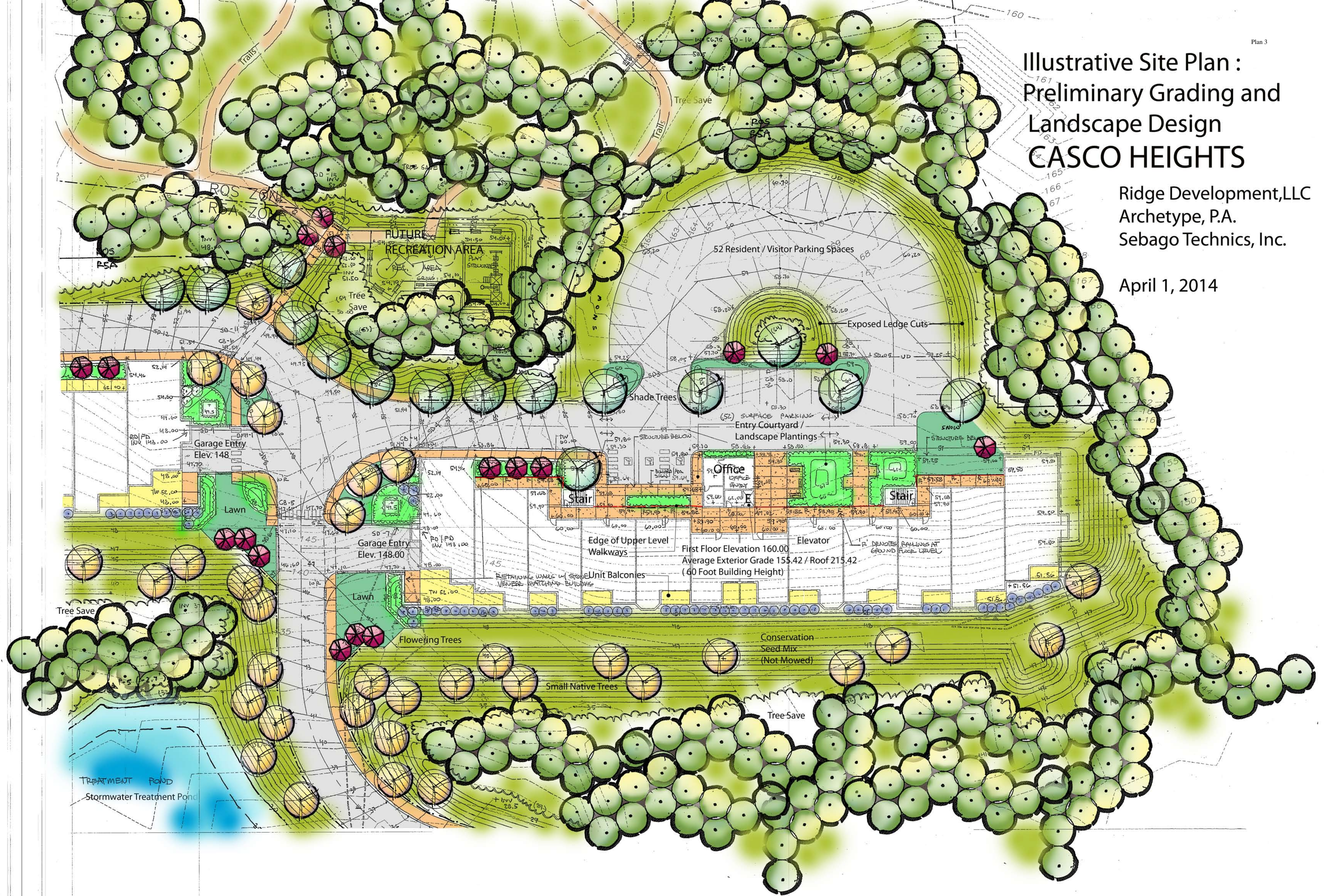
Water Pump Station  
Stone Retaining Wall  
Project Sign



# Illustrative Site Plan : Preliminary Grading and Landscape Design CASCO HEIGHTS

Ridge Development, LLC  
Archetype, P.A.  
Sebago Technics, Inc.

April 1, 2014



MATCH

LINE

LEGEND :

- SET IRON ROD WITH CAP
- CATCH BASIN
- DRAIN MANHOLE
- HYDRANT
- WATER VALVE
- SEWER MANHOLE
- SIGN
- UTILITY POLE
- HEDGE OR SHRUB
- NOW OR FORMERLY
- W — WATER MAIN
- S — SANITARY SEWER MAIN
- 90 — CONTOUR LINE
- OU — OVERHEAD UTILITY LINES
- STONE WALL

N/F MARJEM MORTGAGE CORPORATION  
BOOK 18443, PAGE 349  
SEE PLAN REFERENCES #2 & #5

PLAN REFERENCES :

1. "CITY OF PORTLAND, MAINE DEPARTMENT OF PUBLIC WORKS OCEAN AVE. SANITARY SEWER FROM 700 FT. NORTHERLY OF GRAFTON ST. THEN 1100 FT. NORTHERLY", DATED JUNE 14, 1977 (AS-BUILT 7/13/77).
2. "PLAN OF PROPERTY 882 OCEAN AVENUE, PORTLAND, MAINE MADE FOR ERNEST M. & AREL A. PALMER", DATED FEBRUARY 3, 1983, BY ROBERT P. TITCOMB INC., RECORDED AT CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 136, PAGE 71.
3. "PORTLAND SEWER SYSTEM INFILTRATION-INFLOW ANALYSIS, SYSTEM BASE MAPPING, STUDY AREA 3", DATED 1988, BY T. Y. LIN INTERNATIONAL.
4. "PLAN OF PROPERTY OCEAN AVENUE, PORTLAND, MAINE MADE FOR THE DARTMOUTH COMPANY", DATED MARCH 17, 1988, BY R. P. TITCOMB ASSOCIATES, INC.
5. "STANDARD BOUNDARY SURVEY, PLAN OF PROPERTY OCEAN AVENUE, PORTLAND, MAINE MADE FOR THE FINCH GROUP", DATED JULY 30, 1992, BY TITCOMB ASSOCIATES.

NOTES :

1. THIS SURVEY CONFORMS TO STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' STANDARDS.
2. AREA = 18.323 ACRES.
3. BEARINGS REFER TO TRUE NORTH PER PLAN REFERENCES #4 & #5.
4. INFORMATION IN PARENTHESES COPIED FROM DEED AND PLAN REFERENCES.
5. THE LINE OF OCEAN AVENUE IS BASED ON RECORDS FURNISHED BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT, AND EVIDENCED BY MONUMENTATION FOUND ALONG A 3.0' OFFSET LINE TO THE EASTERLY LINE OF SAID STREET.
6. ELEVATIONS ARE BASE ON A CLOSED LEVEL LOOP RUN FROM THE TOP OF THE HYDRANT LOCATED NEAR THE ANGLE POINT IN OCEAN AVENUE SOUTHERLY OF HOUSE #782 AS SHOWN ON PLAN REFERENCE #1 (ELEVATION 88.17), AND REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929, ACCORDING TO THE CITY OF PORTLAND ENGINEERING DEPARTMENT.
7. FOR FURTHER INFORMATION ON UNDERGROUND UTILITIES LOCATED WITHIN OCEAN AVENUE, REFERENCE IS MADE TO PLAN REFERENCES #2 AND #4.

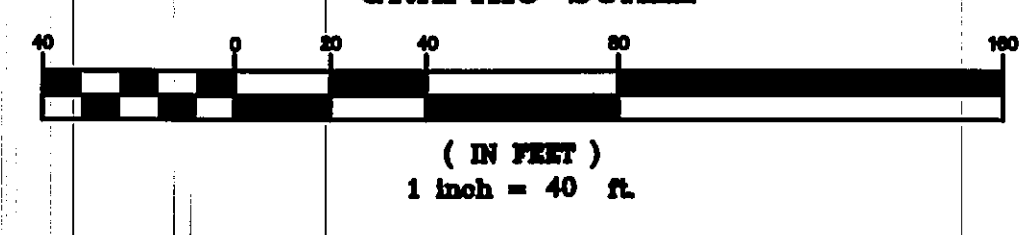
LINE TABLE :

LINE	DIRECTION	DISTANCE
L1	S 24° 14' 10" W	14.58
L2	S 30° 05' 20" W	63.48
L3	S 28° 10' 30" W	36.00
L4	S 12° 09' 20" W	68.83
L5	S 17° 18' 20" W	27.80
L6	S 25° 13' 20" W	24.71

LOCUS DEED REFERENCES :

CRE I REAL ESTATE CORP.  
TO  
LEO J. DELICATA AND JEANNE B. DELICATA  
AUGUST 14, 1992 BOOK 10226, PAGE 236

GRAPHIC SCALE



No.	Revision	Date
1	ADDITIONAL TOPOGRAPHIC SURVEY LOCATE NEW UTILITIES	10-30-2002

Plan 4

PLAN SHOWING A BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY MADE FOR  
**DIANE DOYLE**  
(MAILING ADDRESS : 16 TIFFANY LANE, SACO, ME 04072)  
**PORTLAND MAINE**

**Dow & Coullombe, Inc.**  
Land Surveyors & Land Planners  
13 Park Street, Saco, ME 04072  
Telephone: 207-284-4521 \* Fax: 207-284-4522

Date:  
JULY 8, 2002  
H. Scale: Drawn by:  
1" = 40' MJC  
Chk'd by: App'd by:  
PDD MJC

SHEET 1 OF 2

ZONE-MISC  
DWG2002\DD-PORT\TOPO

**LEGEND :**

- SET IRON ROD WITH CAP
- CATCH BASIN
- DRAIN MANHOLE
- ⊕ HYDRANT
- ⊕ WATER VALVE
- ⊕ SEWER MANHOLE
- ⊕ SIGN
- ⊕ UTILITY POLE
- ⊕ HEDGE OR SHRUB
- ⊕ NOW OR FORMERLY
- W — WATER MAIN
- S — SANITARY SEWER MAIN
- 90 — CONTOUR LINE
- OU — OVERHEAD UTILITY LINES
- ⊕ STONE WALL

**NOTES :**

1. THIS SURVEY CONFORMS TO STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' STANDARDS.
2. AREA = 18.323 ACRES.
3. BEARINGS REFER TO TRUE NORTH PER PLAN REFERENCES #4 & #5.
4. INFORMATION IN PARENTHESES COPIED FROM DEED AND PLAN REFERENCES.
5. THE LINE OF OCEAN AVENUE IS BASED ON RECORDS FURNISHED BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT, AND EVIDENCED BY MONUMENTATION FOUND ALONG A 3.0' OFFSET LINE TO THE EASTERLY LINE OF SAID STREET.
6. ELEVATIONS ARE BASED ON A CLOSED LEVEL LOOP RUN FROM THE TOP OF THE HYDRANT LOCATED NEAR THE ANGLE POINT IN OCEAN AVENUE SOUTHERLY OF HOUSE #752 AS SHOWN ON PLAN REFERENCE #1 (ELEVATION 88.17), AND REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929, ACCORDING TO THE CITY OF PORTLAND ENGINEERING DEPARTMENT.
7. FOR FURTHER INFORMATION ON UNDERGROUND UTILITIES LOCATED WITHIN OCEAN AVENUE, REFERENCE IS MADE TO PLAN REFERENCES #2 AND #4.

**LINE TABLE :**

LINE	DIRECTION	DISTANCE
L1	S 88°-14'-10" W	14.82
L2	S 30°-28'-20" W	53.24
L3	S 12°-10'-30" W	76.84
L4	S 14°-07'-00" W	96.80
L5	S 25°-13'-20" W	24.71

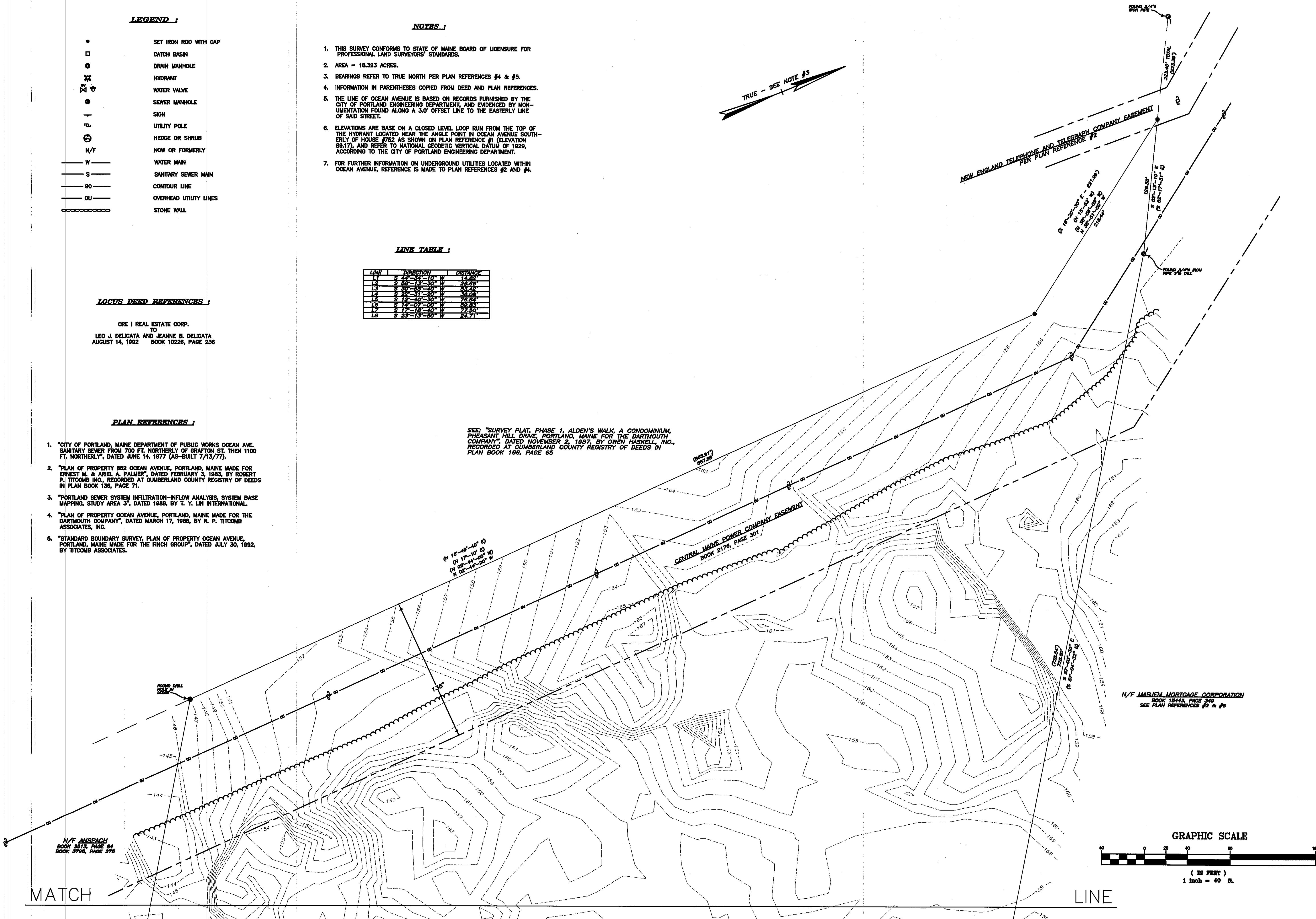
**LOCUS DEED REFERENCES :**

CRE I REAL ESTATE CORP.  
TO  
LEO J. DELICATA AND JEANNE B. DELICATA  
AUGUST 14, 1992 BOOK 10226, PAGE 236

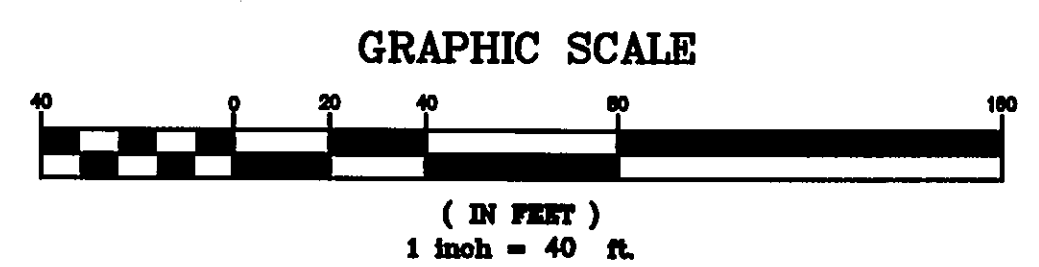
**PLAN REFERENCES :**

1. "CITY OF PORTLAND, MAINE DEPARTMENT OF PUBLIC WORKS OCEAN AVE. SANITARY SEWER FROM 700 FT. NORTHERLY OF GRAFTON ST. THEN 1100 FT. NORTHERLY", DATED JUNE 14, 1977 (AS-BUILT 7/13/77).
2. "PLAN OF PROPERTY 852 OCEAN AVENUE, PORTLAND, MAINE MADE FOR ERNEST M. & ARIEL A. PALMER", DATED FEBRUARY 3, 1983, BY ROBERT P. TITCOMB INC., RECORDED AT CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 136, PAGE 71.
3. "PORTLAND SEWER SYSTEM INFILTRATION-INFLOW ANALYSIS, SYSTEM BASE MAPPING, STUDY AREA 3", DATED 1988, BY T. Y. LIN INTERNATIONAL.
4. "PLAN OF PROPERTY OCEAN AVENUE, PORTLAND, MAINE MADE FOR THE DARTMOUTH COMPANY", DATED MARCH 17, 1988, BY R. P. TITCOMB ASSOCIATES, INC.
5. "STANDARD BOUNDARY SURVEY, PLAN OF PROPERTY OCEAN AVENUE, PORTLAND, MAINE MADE FOR THE FINCH GROUP", DATED JULY 30, 1992, BY TITCOMB ASSOCIATES.

SEE: "SURVEY PLAT, PHASE 1, ALDEN'S WALK A CONDOMINIUM, PHEASANT HILL DRIVE, PORTLAND, MAINE FOR THE DARTMOUTH COMPANY", DATED NOVEMBER 2, 1997, BY OWEN HASKELL, INC., RECORDED AT CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 166, PAGE 65



N/F MARJEM MORTGAGE CORPORATION  
BOOK 18443, PAGE 349  
SEE PLAN REFERENCES #2 & #6



Date	
Revision	
No.	

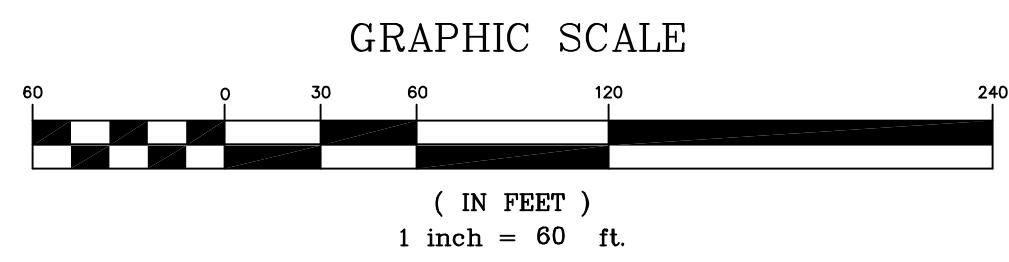
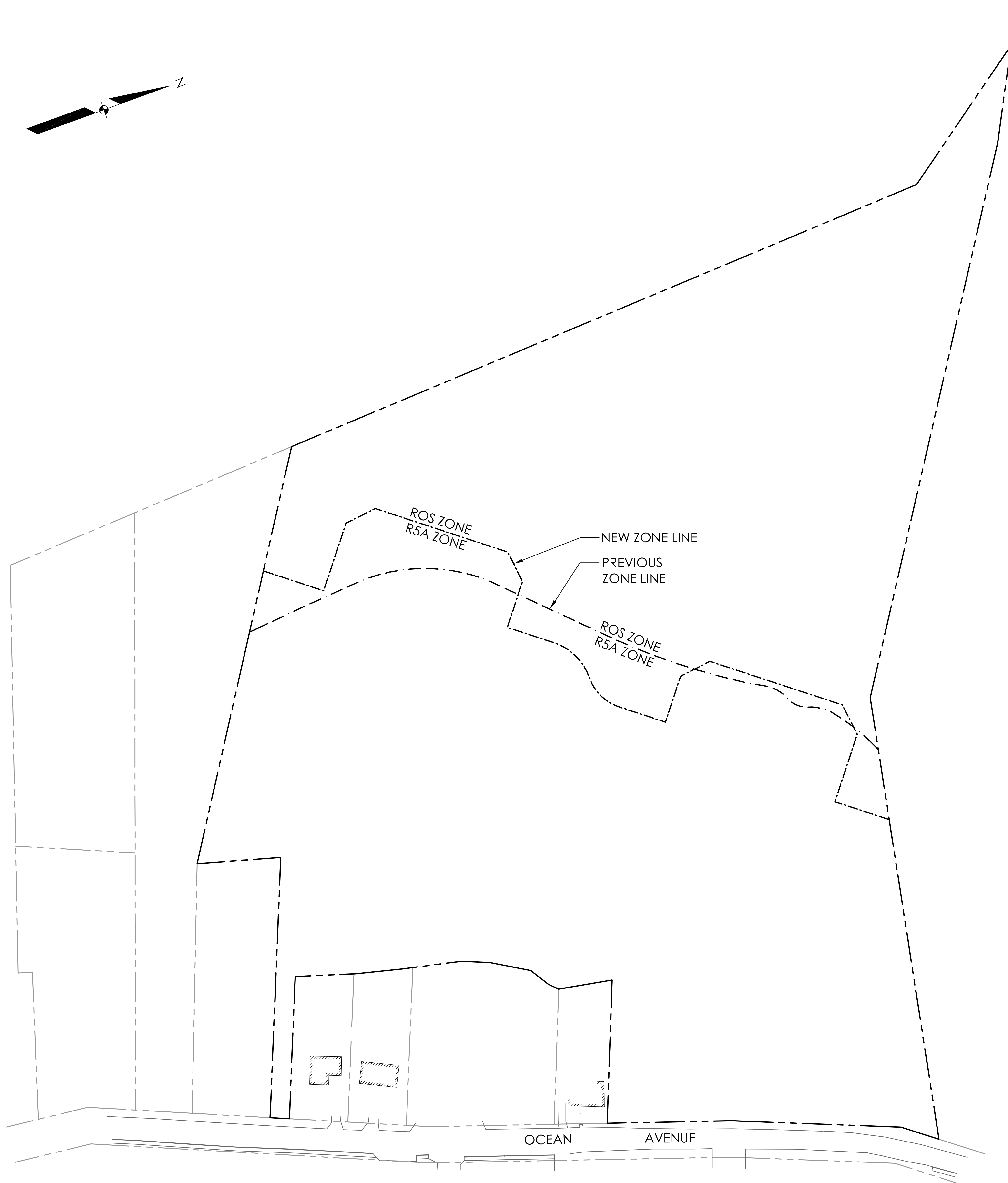
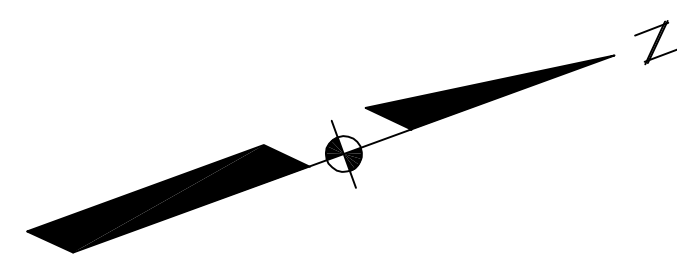
Plan 5

PLAN SHOWING A BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY  
MADE FOR  
**DIANE DOYLE**  
(MAILING ADDRESS : 16 TIFFANY LANE, SACO, ME 04072)  
PARCEL LOCATED AT OCEAN AVENUE  
**PORTLAND MAINE**

**Dow & Coulombe, Inc.**  
Land Surveyors & Land Planners  
13 Park Street, Saco, ME 04072  
Telephone: 207-284-4521 • Fax: 207-284-4522

Date:	JULY 8, 2002
H. Scale:	1" = 40'
Chk'd by:	MJC
Appv'd by:	MJC
PDD	MJC
SHEET 2 OF 2	

ZONE-MISC  
DWGS2002A\_DD-PORTA.TPO



# CASCO HEIGHTS ZONE REVISION

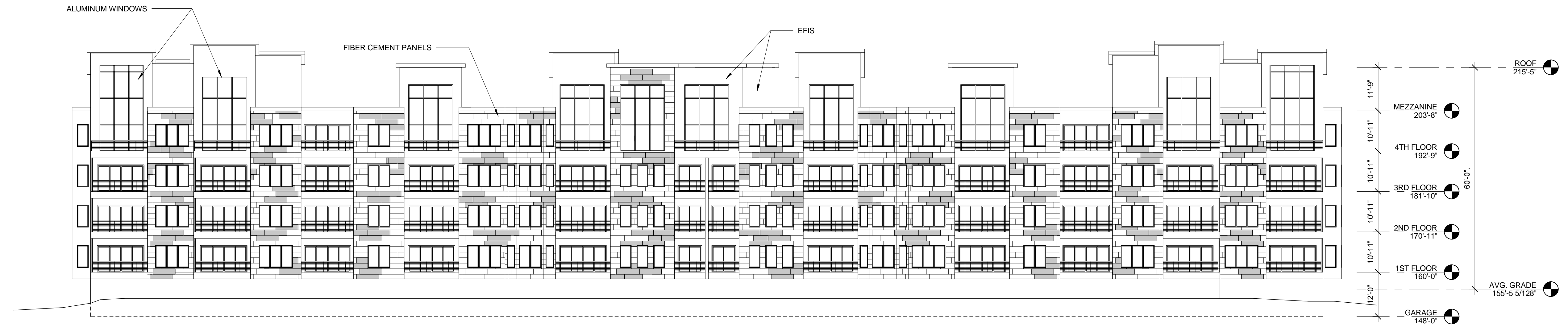
PREPARED BY:



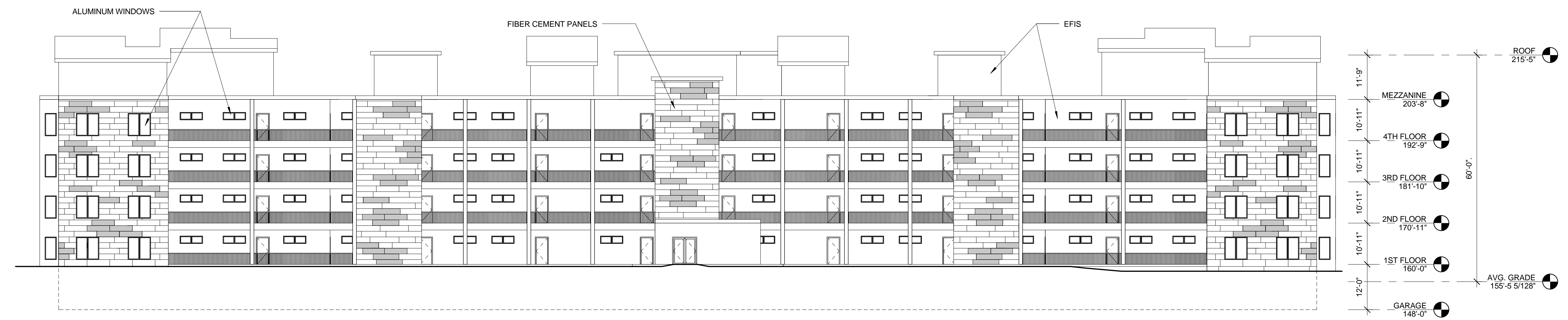
WWW.SEBAGOTECHNICS.COM  
75 John Roberts Rd. - Suite 1A    250 Goddard Rd. - Suite B  
South Portland, ME 04106    Lewiston, ME 04240  
Tel. 207-200-2100    Tel. 207-783-5656

T3450-zone.dwg, TAB-ZONE

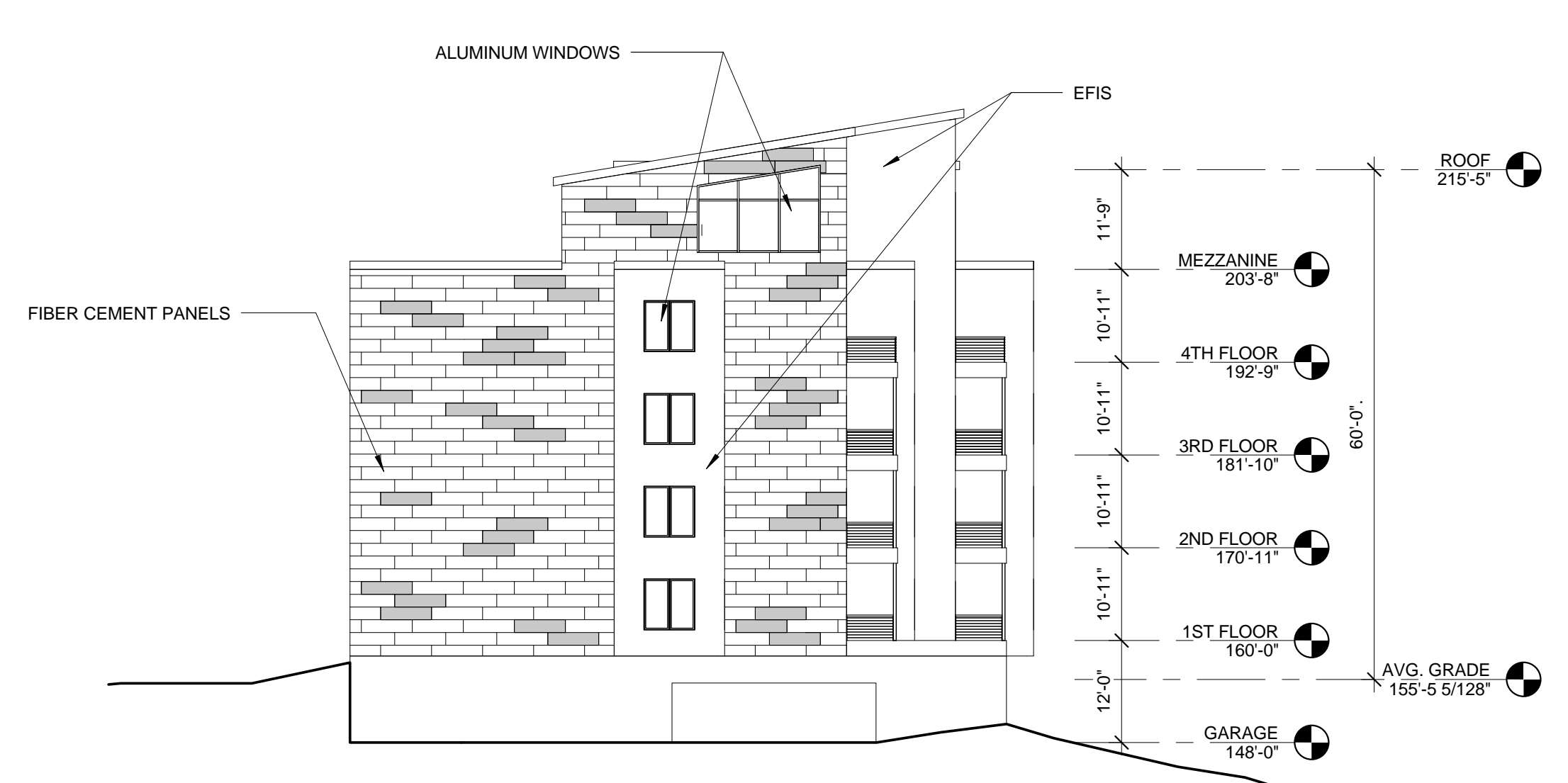




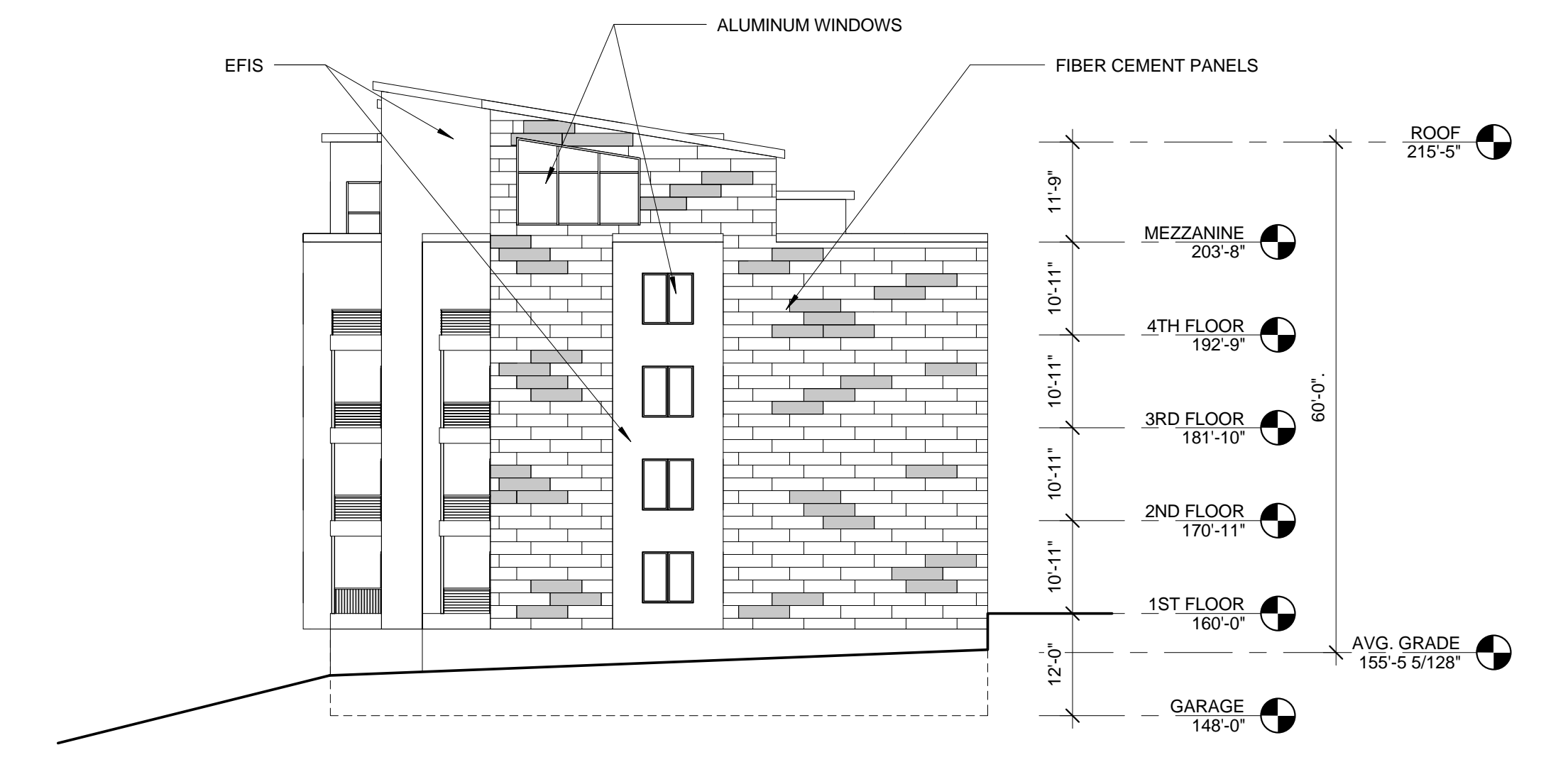
1 | Front Elevation  
1/16" = 1'-0"



2 | Back Elevation  
1/16" = 1'-0"



3 | Side Elevation  
1/16" = 1'-0"



4 | Side Elevation 2  
1/16" = 1'-0"

Prepared For:

Owner

Address  
City, State

Consultant:

**ARCHETYPE**  
architects

48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

Project:

CASCO HEIGHTS

Revisions:

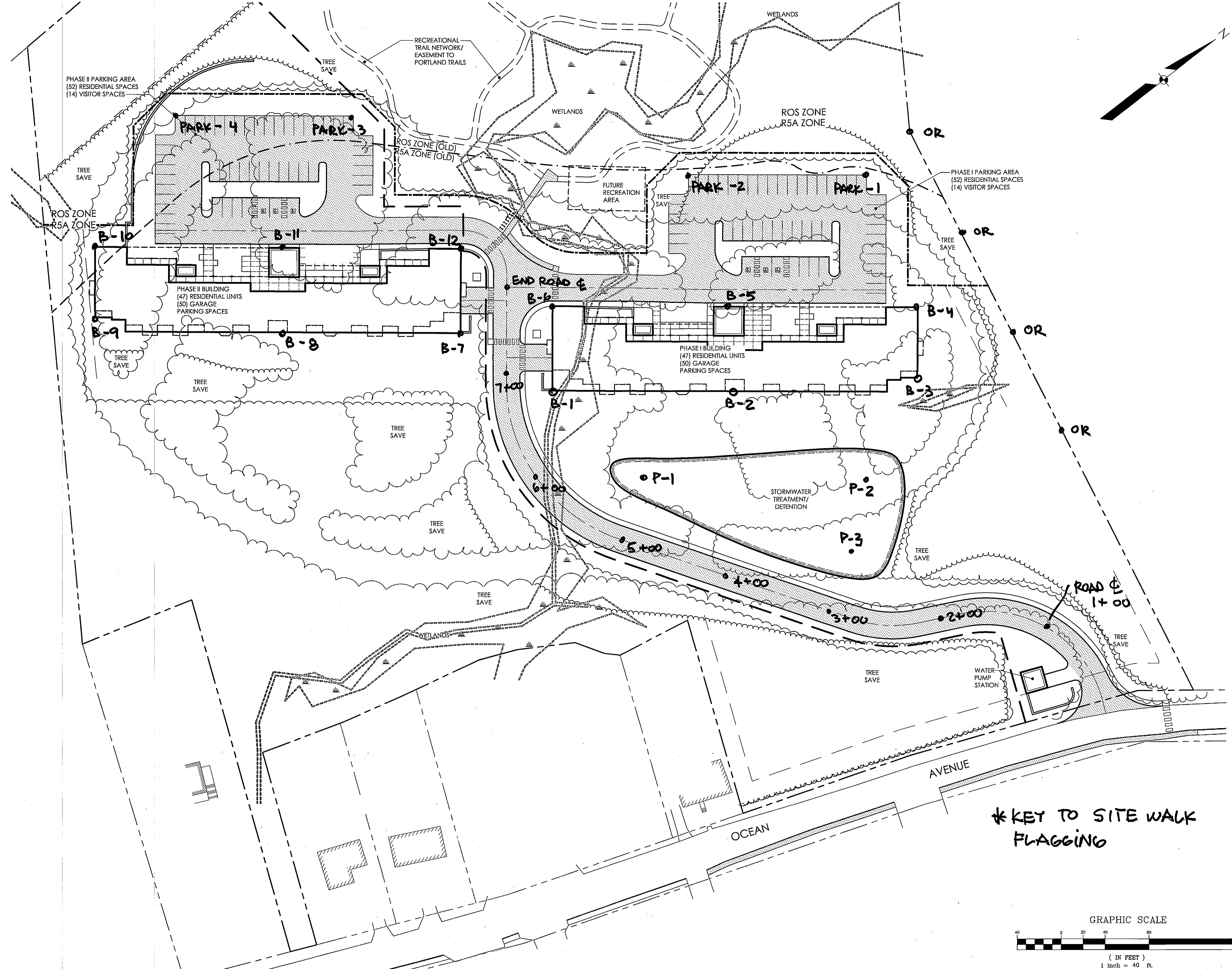
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Date: Jan 24th, 2014

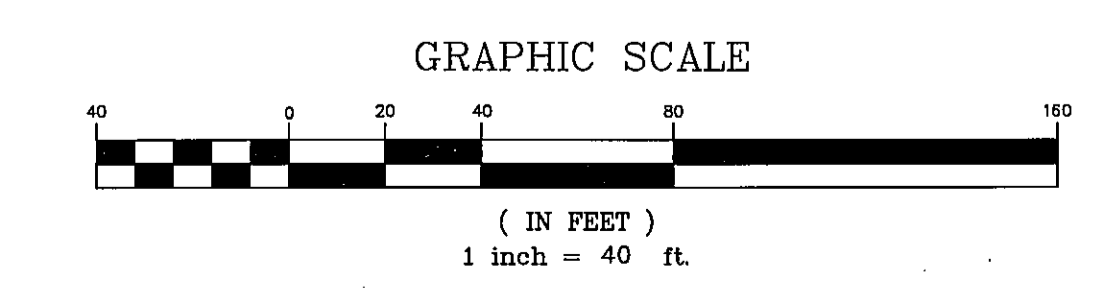
Building Elevations

A2.01





**\*KEY TO SITE WALK FLAGGING**



REV:	DATE:	STATUS:
A		
BY:	DATE:	STATUS:
WTC		

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

PROJECT NO.	FIELD BOOK	DESIGN	CHKD	WTC	WTC	DRAWN	MAL
13450							

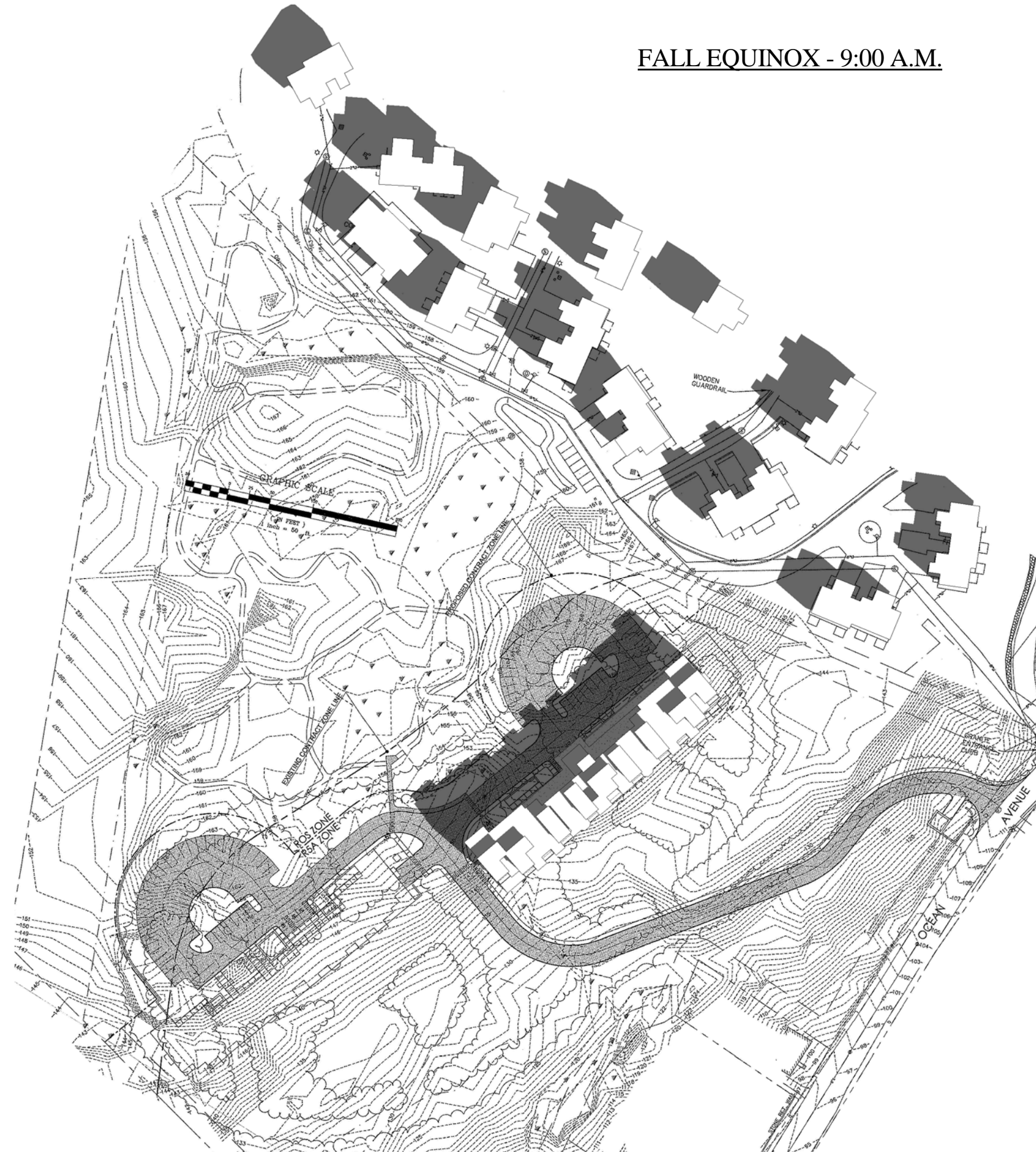
**SEBAGO**  
TECHNICS

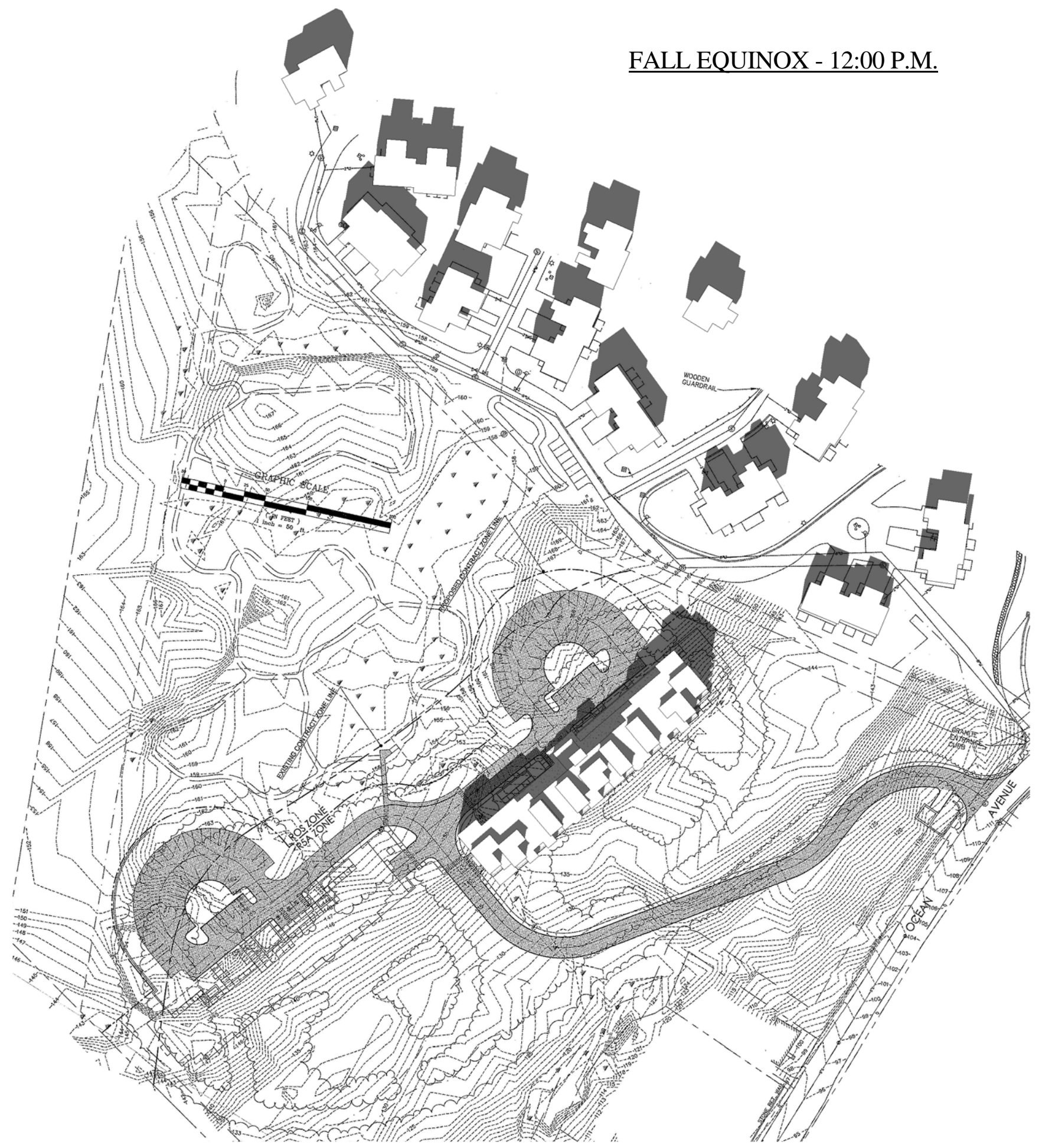
WWW.SEAGOTECHNICS.COM  
78 John Roberts Rd. - Suite 1A - 200 Goodard Rd. - Suite B  
South Portland, ME 04106  
Tel: 207-255-5300 Fax: 207-255-5350

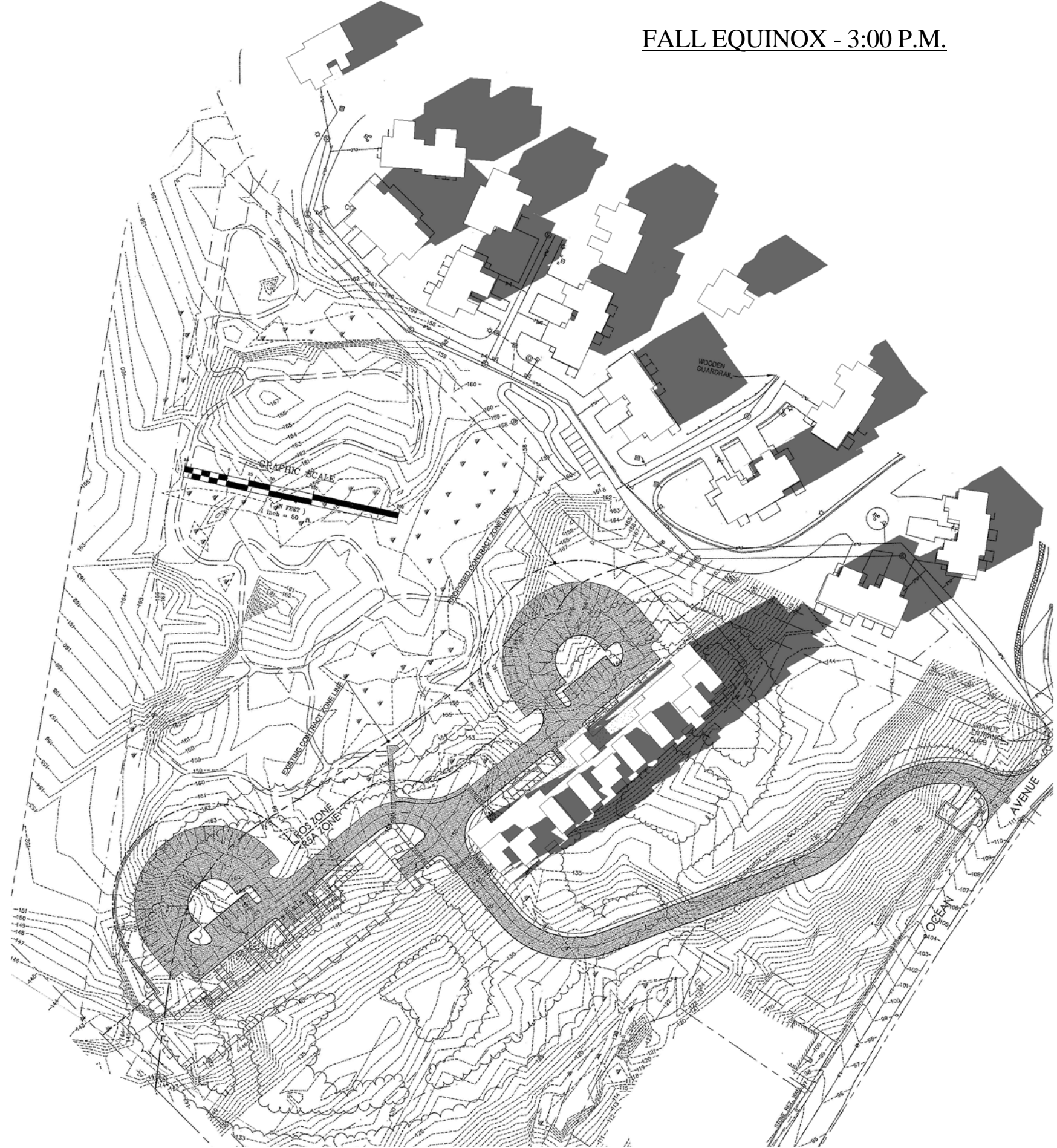
**SITE PLAN**  
OF:  
**CASO HEIGHTS**  
OCEAN AVENUE  
PORTLAND, MAINE  
FOR:  
**RIDGE DEVELOPMENT, LLC**  
P.O. BOX 535  
BUXTON, MAINE 04093

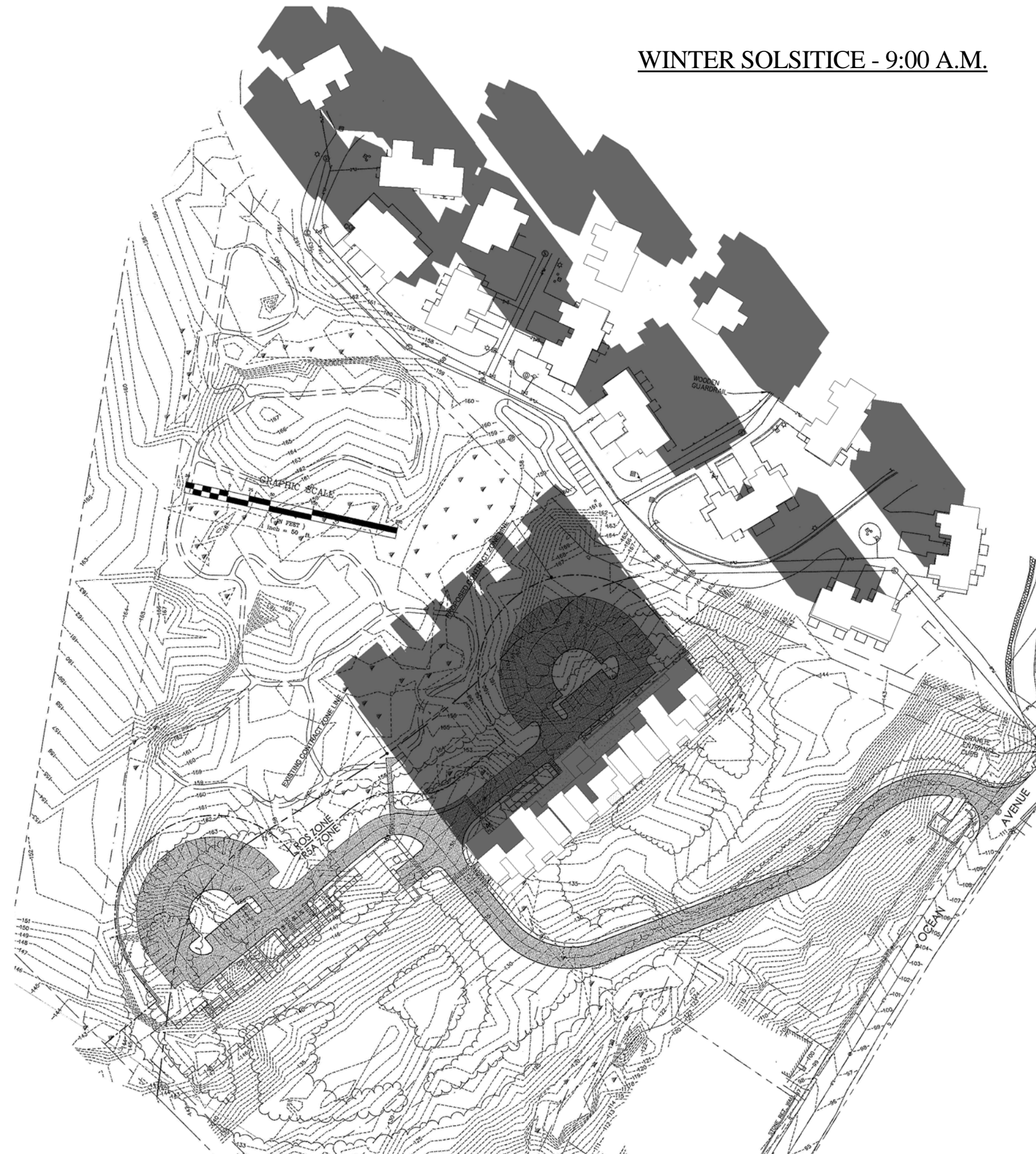
DATE	SCALE
04-21-14	1" = 40'

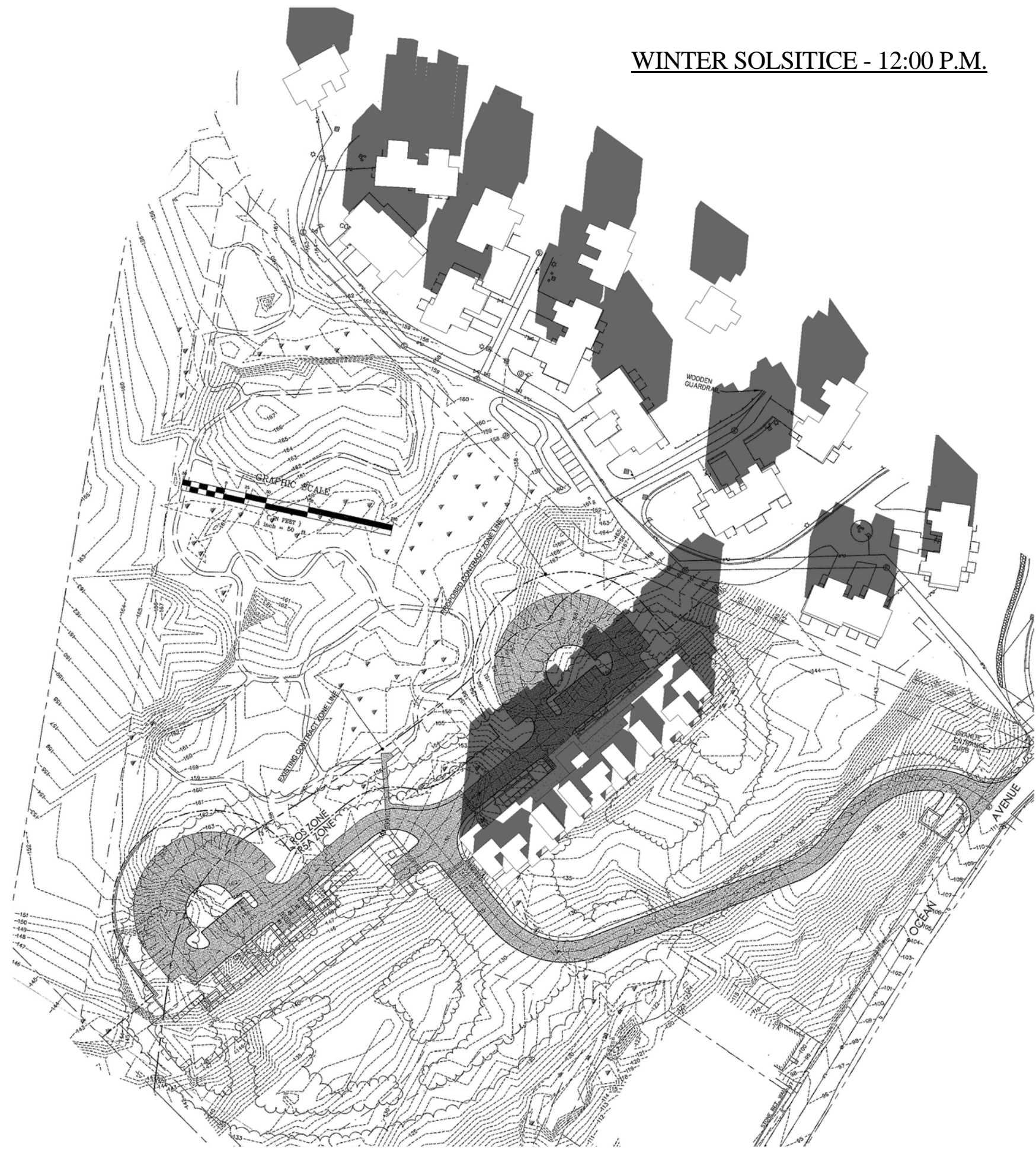
FALL EQUINOX - 9:00 A.M.





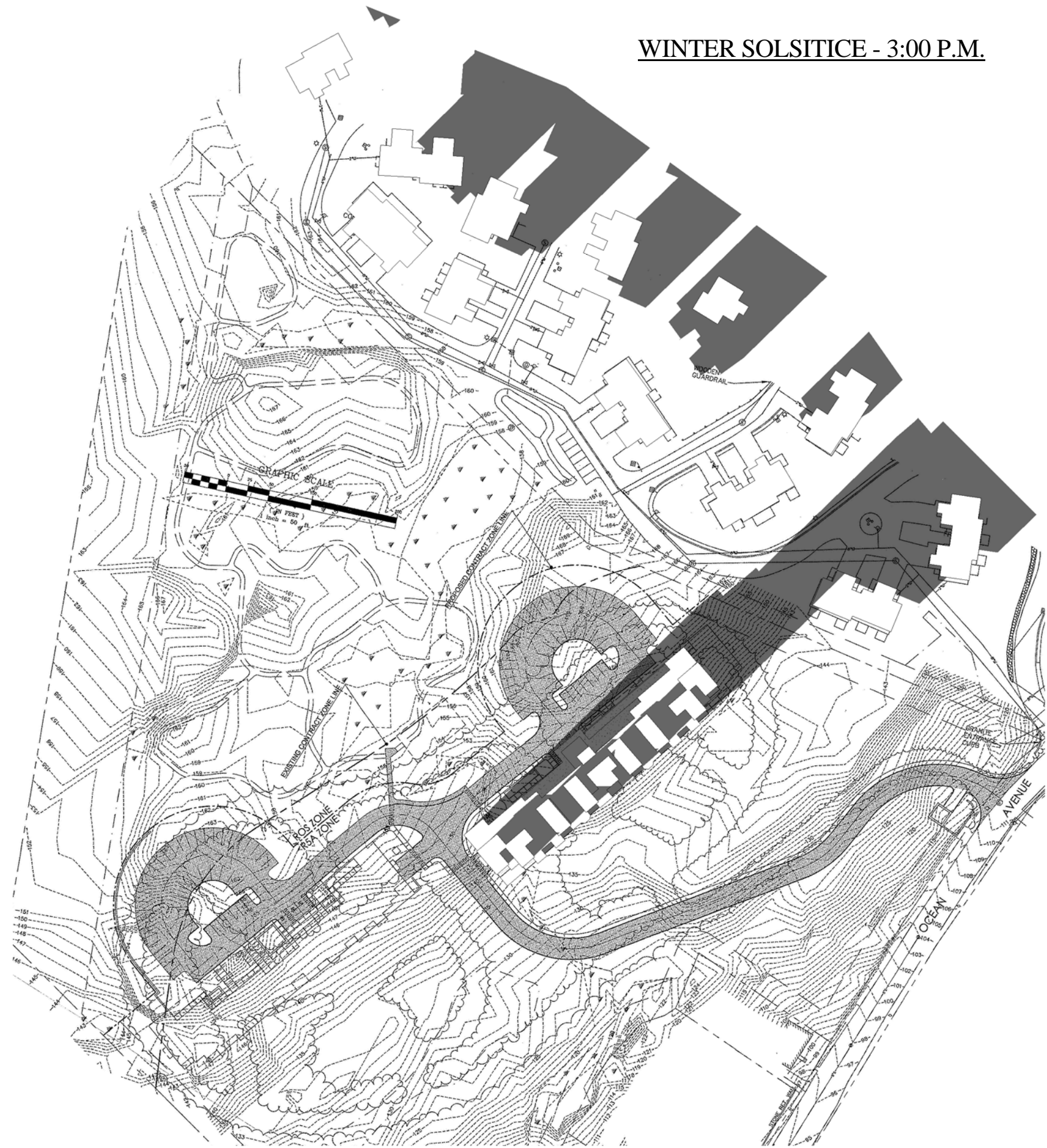


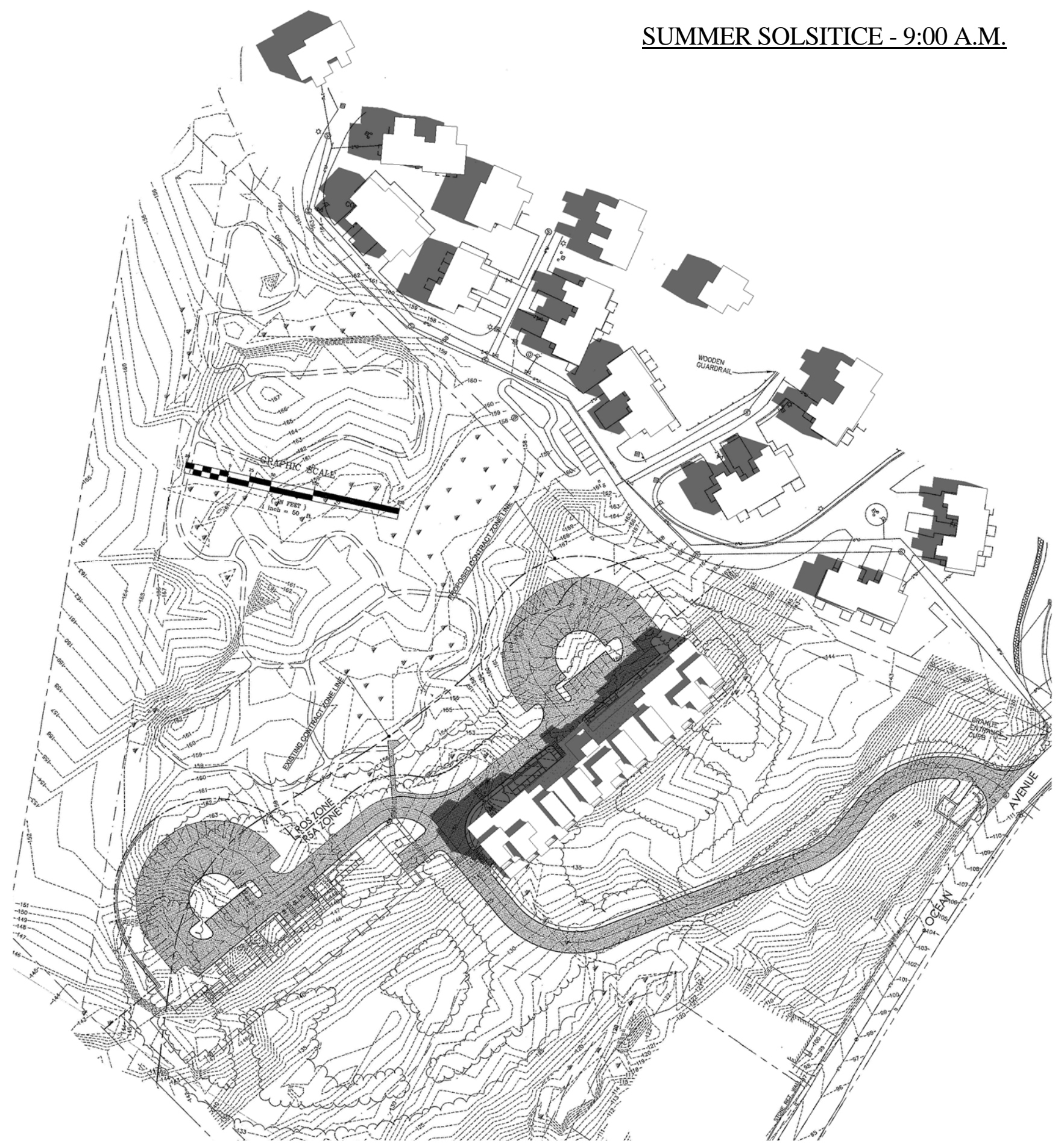


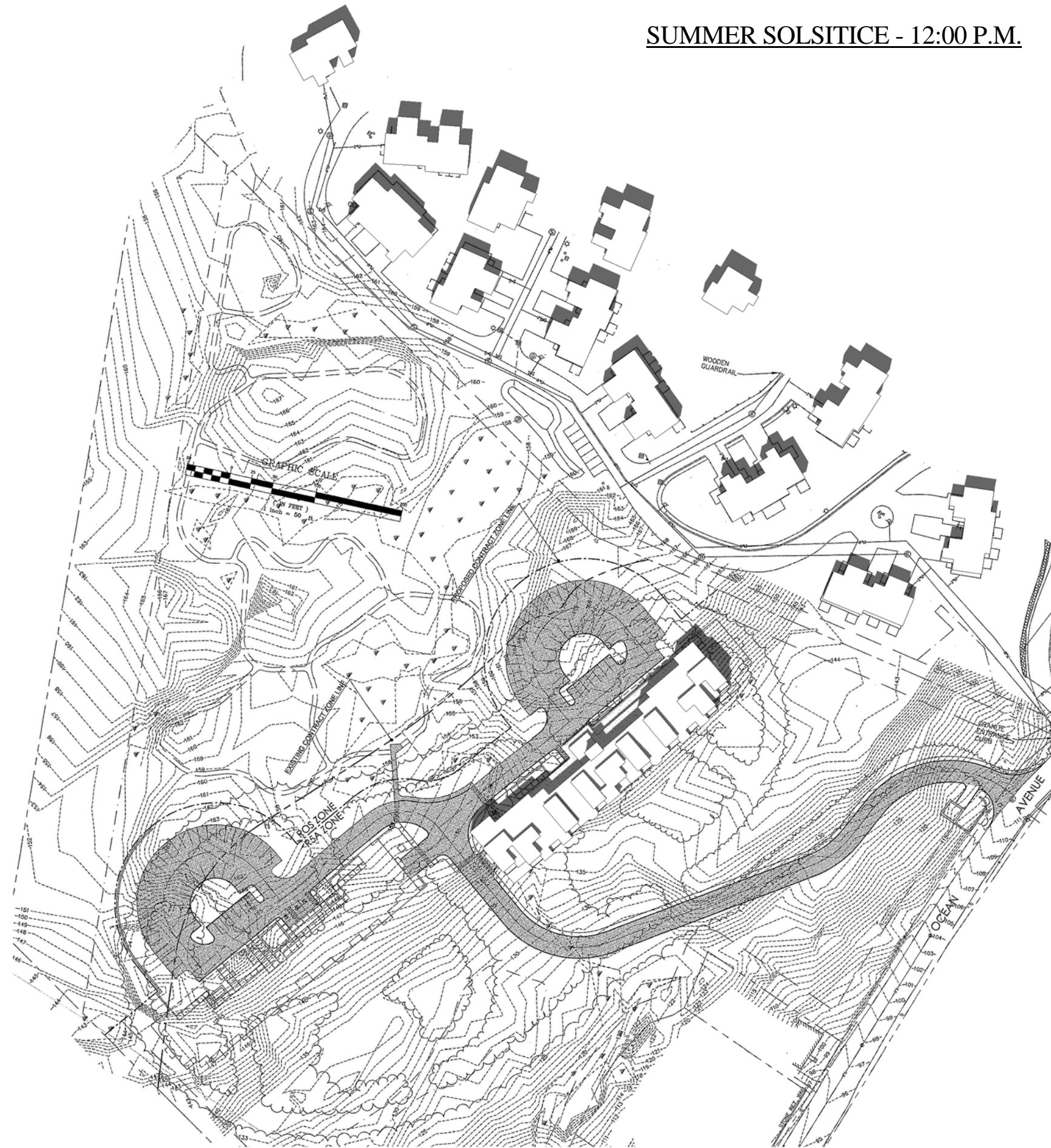




WINTER SOLSITICE - 3:00 P.M.

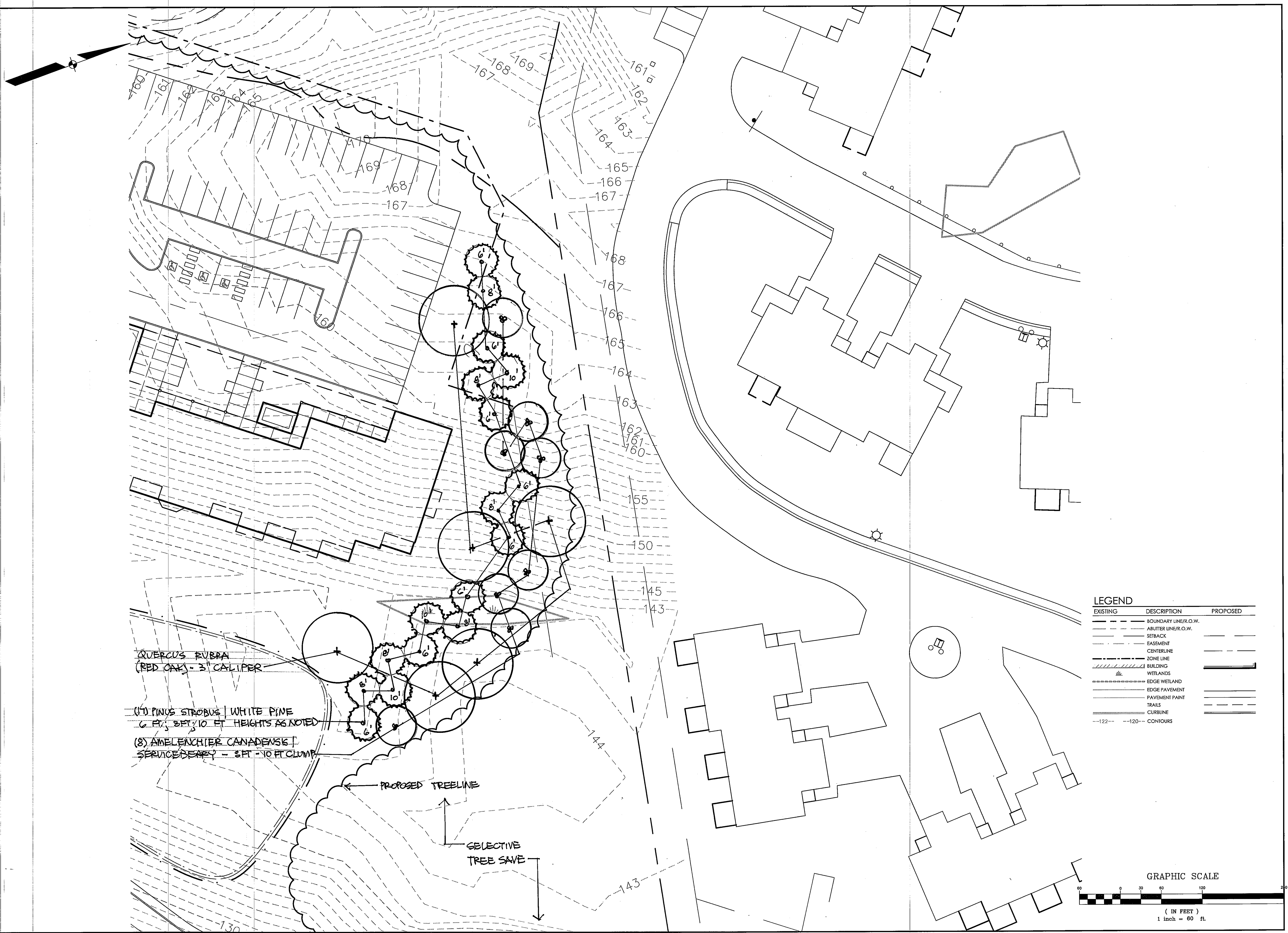






SUMMER SOLSITICE - 3:00 P.M.





QUERCUS RUBRA  
(RED OAK) - 3" CALIPER

(1) PINUS STROBUS | WHITE PINE  
6 FT. 8 FT. - 10 FT. HEIGHTS AS NOTED

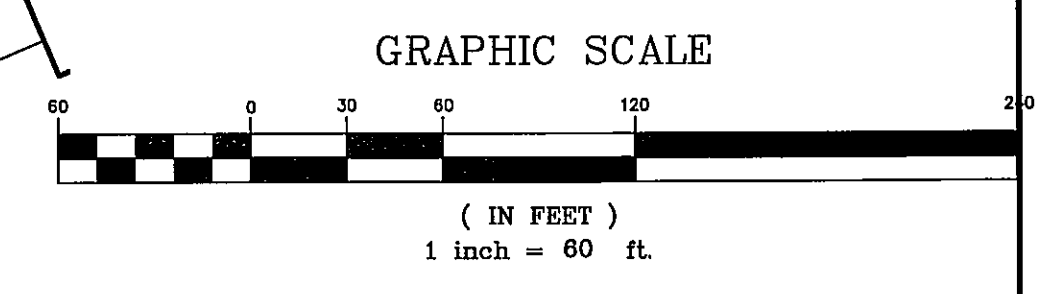
(8) AMELANCHIER CANADENSIS | SERVICE BERRY - 3 FT. - 10 FT. CLUMP

PROPOSED TREELINE

SELECTIVE TREE SAVE

LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	BOUNDARY LINE/R.O.W.	---
---	ABUTTER LINE/R.O.W.	---
---	SEIBACK	---
---	EASEMENT	---
---	CENTERLINE	---
---	ZONE LINE	---
---	BUILDING	---
---	WETLANDS	---
---	EDGE WETLAND	---
---	EDGE PAVEMENT	---
---	PAVEMENT PAINT	---
---	TRAILS	---
---	CURBLINE	---
---	CONTOURS	---



REV.	BY:	DATE:	STATUS:
A	WTC		

**SEBAGO**  
TECHNICALS  
WWW.SEBAGOTECHNICALS.COM  
75 Park Road, Suite B  
South Portland, ME 04106  
Tel: 207-203-2100  
Tel: 207-783-5555

PROJECT NO.	FIELD BOOK	DESIGN	CHKD	DRAWN
13450			WTC	WTC
			WTC	MAL

OVERALL SITE PLAN / LANDSCAPE BUFFER  
OF:  
CASO HEIGHTS  
OCEAN AVENUE  
PORTLAND, MAINE  
FOR:  
RIDGE DEVELOPMENT, LLC  
P.O. BOX 535  
BOXTON, MAINE 0493

DATE	SCALE
03-24-14	1" = 60'

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