

**251 West Main Street CONTRACT ZONE AGREEMENT
, 2024**

This Agreement made this _____ day of _____, 2024, by and between the Town of Yarmouth, Maine, a municipal corporation with a place of business at 200 Main Street in Yarmouth, County of Cumberland, State of Maine (hereinafter the "TOWN") and 251 West Main LLC with a mailing address of P.O. Box 666, Yarmouth, Maine 04096 (hereinafter, the "OWNER").

WITNESSETH:

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

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

WHEREAS, the Town of Yarmouth 2010 Comprehensive Plan declared that returning to the historic pattern of development and providing a diversity of housing opportunities will require that the Town allow higher density/intensity of use, that infill development that reinforces the Village character and historic density of development should be encouraged, and that accommodating additional residential uses in the neighborhoods surrounding the Village Center are key to Yarmouth's identity as a livable, walkable, intact historic town, and that these are all valued objectives that offer public benefits and so should be actively encouraged by the Town to further the health, safety and welfare of the community, and

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

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

WHEREAS, the Town Council established an Economic Development Advisory Board (EDAB) to advise the Council and community on strategies to support appropriate economic development in Yarmouth, and the EDAB, through its Planning Decisions Report, has recommended increased residential development

within a few blocks of Main Street as a top strategy to contribute toward a more vibrant downtown, and

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

WHEREAS, the proposed addition of 2 new house lots referred to herein as the Doughty Woods Subdivision presents such a potential public benefit consistent with the objectives of the Town Council and the purposes and goals of the Comprehensive Plan by providing well designed high-quality infill homes built within walking distance to the Village Center, and

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

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

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

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

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

1. The OWNER, for itself, its successors and assigns hereby covenant and agree that the use, occupancy and/or development of the subject premises will, in addition to other applicable provisions of law, ordinance or regulation, be subject to the following restrictions and conditions on the physical conditions on the development or operation of said premises.
 - a) The development of Doughty Woods Subdivision shall be limited to and controlled by all conditions, notations, restrictions, understandings voted or imposed by the Planning Board on its January 10, 2024, vote for conditional approval of the Preliminary Subdivision Plan, and any amendments thereto that the Planning Board may, upon application, vote to authorize or establish, said approved Subdivision Application including all referenced and incorporated

profiles, landscaping, buffering, lighting, building design and material plans, color schemes and other project specifications are hereby incorporated by reference and become a part of this Agreement and are attached hereto as Exhibits 1-3.

- b) The development shall be limited in use to those which now or in the future are permitted uses within the current zone (MDR) and uses permitted accessory thereto. All structures and uses described in the Subdivision Plan approval shall be subject to the procedures and covenants of this Agreement as hereinafter described.
 - c) All portions of the premises identified on the Subdivision Plan approval plats approved by the Planning Board as public facilities, easements and rights-of-way shall be dedicated and reserved as such in perpetuity.
 - d) The Parcel may not be re-subdivided nor changed to another use not contemplated herein without the approval of the Yarmouth Planning Board.
 - e) The zoning provisions regulating this development are as follows: See Exhibit 1.
2. The term of this Agreement shall be from the date first named above until terminated or modified by the parties hereto, their successors or assigns, or until it expires subject to paragraph c) below.
- a) Upon the termination of this Agreement, all lawfully existing development and activity on the premises may continue as an existing non-conforming use under the laws and regulations then in effect, but may not be enlarged, increased, or extended except as provided generally for non-conforming uses at that time.
 - b) Nothing herein shall be construed to terminate or extinguish any terms, provisions, covenants, or warranties expressed or implied in any instrument of title, deed, or ownership involved in or arising out of this development project. All such terms, provisions, covenants, or warranties, which are not inconsistent with the terms of this Agreement, shall survive the expiration of this Agreement, as applicable.
 - c) The provisions of Article IV, (V) (10) regarding time frame for filing of a complete application for final subdivision review apply. In the event that the OWNER or its successors and assigns do not commence construction of the Doughty Woods Subdivision within 5 years of the effective date of this Agreement, this Agreement will be deemed expired, and the property shall revert to its former designation, unless prior to such expiration, this Agreement is extended for not more than one additional five-year period by vote of the Yarmouth Planning Board.
3. **SPECIAL CONDITIONS**
- All lots in the Doughty Woods Subdivision will be subject to Dimensional Standards and Architectural and Landscape Standards incorporated herein as Exhibit 1. Furthermore, Lot A containing the 1795 Samuel True House will be subject to a Historic Preservation Agreement, incorporated herein as Exhibit 2. Furthermore, Lots B and C will be subject to a Forest

Conservation Plan, incorporated herein as Exhibit 3. The intent being that taken together, the Town is assured that in all cases the development will conform to these conditions.

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

4. BREACHES AND ENFORCEMENT

- a) The OWNER hereby agrees that the above stated restrictions, provisions, conditions, covenants and agreements, including all conditions of approval and restrictions incorporated herein by attachment or reference, are made an essential part of this Agreement, shall run with the subject premises, shall bind the OWNER, its successors and assigns, to or of said property or any part thereof or any interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit of, and be enforceable by, the TOWN, by and through its duly authorized representatives.
- b) The OWNER hereby agrees that if it, or any person claiming under or through it, shall at any time violate or attempt to violate, or shall omit to perform or observe any one or more of the foregoing restrictions, provisions, conditions, covenants, and agreements, the TOWN shall have, without limitation, the following remedies, which may be exercised by the TOWN.
 - 1. The Town of Yarmouth shall have the right to prosecute violations of this Agreement against the OWNER committing the violation in the same manner that it is authorized to prosecute violations under Chapter 701 Section VI of the Zoning Ordinance of the Town of Yarmouth in effect at the time of said violations. For the purposes herein, a violation of this Agreement shall be deemed a violation of said Zoning Ordinance and shall be subject to the penalty provisions of said Ordinance in effect at the time of violation. Each day that a violation is permitted to exist after notification of the same pursuant to said Ordinance shall constitute a separate offense.
 - 2. The Town of Yarmouth shall have the right to institute any and all actions or proceedings, including the right to enforce all the terms and provisions of this Agreement by injunction, legal and equitable actions and all other lawful processes for the enforcement of the same.
 - 3. No penalties shall be assessed against the OWNER after the OWNER has transferred all right and interest in the subject property provided that all conditions which are construed to constitute a violation arose after the transfer or sale of the property to a successor. But, this

shall not be deemed to waive and condition of approval or rights of enforcement against such subsequent OWNER (SUBSEQUENT OWNER), nor shall this be construed to relieve the OWNER of any obligation or term of this agreement regardless of when such default, omission, or breach is first discovered.

- c) The TOWN further agrees that the failure of the Town of Yarmouth to object to any violation, however long continued, or to enforce any restrictions, provisions, conditions, covenant, or agreement contained in this Agreement shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or violation or as to any breach or violation occurring prior or subsequent thereto.

5. FUTURE EXERCISE OF LEGISLATIVE ACTION

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

6. WAIVER OF CHALLENGE

The parties hereto hereby agree, for themselves, their successors, and assigns, to waive any and all rights to challenge the validity of Town Council Order No. 77, 13-23/24, taken March 21, 2024, authorizing this Agreement or the terms of this Agreement.

7. SEVERABILITY

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

8. APPLICABILITY OF ORDINANCES

Except as expressly modified herein, the use and occupancy of the subject premises shall be governed by and comply with the provisions of the Zoning Ordinance of the Town of Yarmouth and any applicable amendments thereto or replacement thereof.

9. MODIFICATIONS OF PLANS AND AGREEMENT

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

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

BY: 251 West Main LLC

Printed Name: _____

Witness

BY: Town of Yarmouth, Maine

Printed Name: _____

Witness

EXHIBIT 1

MDR Dimensional Standards and Proposed CZA Standards

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

Zoning Provision	Existing MDR Requirement Subj. to Title 30-A MRSA 4314 (3.E)	Modified Requirement		
		Lot A	Lot B	Lot C
Minimum Lot Width	130 feet	80 feet		
Minimum Lot size	1 acre	None		
Building Height	35 feet	35 feet		
Front Setback Primary minimum	15 feet	15 feet		
Front Setback Primary maximum	—	—	—	Front setback + 45 feet
Front Setback Secondary	—	15 feet	—	
Side Yard Setback*	10 feet	10 feet	See Exhibit A*	10 feet
Rear Yard Setback*	15 feet	—	15 feet	See Exhibit A*
Location of Outbuildings	—	Min: Front Setback + 20 feet		
Frontage Buildout	—	30% min 75% max		
Parking Location	—	Front Setback + 20 feet		
Parking Spaces	2 per unit	1 per unit		
Max. Lot Coverage	—	Building Area**		
Architectural Standards	—	See Ch. 703 Article 5.M. Yarmouth Zoning Ordinance		
Landscape Standards	—	See Ch. 703 Article 5.N. Yarmouth Zoning Ordinance, as approved or amended through final action on the subdivision plan by the Yarmouth Planning Board.		
Accessory Dwelling Units	Accessory Dwelling Units permitted.			
Density Increases	Any density increases otherwise allowed under Chapter 701, Article II.DD and Article II.EE are prohibited.			

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

** For the purposes of the Doughty Woods Subdivision, Building Area is defined as: The area of a lot that falls within, is defined, and bounded by, the applicable front, side, and rear setbacks, within which all

development of structures, and consistent with the building envelopes set forth on the subdivision plan, must occur.

Notwithstanding the provisions of the Forest Conservation Plan applicable to Lots B and C, the Historic Preservation Standards applicable to Lot A, or the Landscape and Architectural Standards of Ch. 703, any development within the setback areas shall be subject to the standards of the MDR zone.

EXHIBIT 2

HISTORIC PRESERVATION AGREEMENT

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

1. Owner shall preserve the Samuel True House (the "Property") providing that the significant historic architectural features and details of the Property shall be preserved and protected in conformance with The Secretary of the Interior's Standards for the Treatment of Historic Properties, maintained by the National Park Service, or such guidelines or documents which may succeed the aforementioned "Secretary's Standards." Prior to undertaking any alterations, additions or changes to the historic structure, Owner shall submit plans for such alterations, additions, or changes to the historic structure ("Proposed Plans") to a qualified historic preservation organization, qualified historical architect, or qualified historic preservation consultant ("Historic Preservation Evaluator"). The Historic Preservation Evaluator shall undertake a Third-Party Evaluation to determine whether the Proposed Plans meet the Secretary's Standards or make recommendations for modifications to the Proposed Plans so that they would meet the Secretary's Standards, which recommendations the Owner shall incorporate into the Proposed Plans ("Post-Evaluation Proposed Plans").
2. Prior to seeking a permit, Owner shall present the Post-Evaluation Proposed Plans to the Historic Preservation Committee ("HPC") or its successors for review. HPC shall review the Post-Evaluation Proposed Plans and evaluate their conformance with the Secretary's Standards. Should the HPC find that any modifications to the Post-Evaluation Proposed Plans are necessary to conform with the Secretary's Standards, the HPC will so advise the Owner who will have the opportunity to further modify the Post-Evaluation Proposed Plans prior to submitting such plans to the permitting authority, or as otherwise required by Town of Yarmouth Ordinances. The Owner shall include the HPC's advisory recommendations with any submitted plans, whether or not such recommendations are incorporated into the plans.
3. Prior to any transfer of ownership or modification to the interior of the Property, 251 West Main LLC shall grant the HPC or other Town representative access to the interior for purposes of review and documentation of interior historic features. Removal, transfer, or re-use of any interior features shall be at the sole discretion of the owner.
4. Owner shall preserve and protect open views of the Samuel True House from the street, specifically not erecting accessory structures or continuous, solid fencing or hedges between the house and the street which would impede these views. Existing and similar compatible landscape materials (such as street trees and screening of side property lines) may be maintained or installed which do not impede enjoyment of the view from the public rights-of-way.
5. In the event of fire or other disaster which destroys less than 50% by reproduction cost of the original structure, Owner shall follow sections 1 and 2 of this agreement in the development of plans to restore the structure in keeping with the prior architectural design.

6. In the event of fire or other disaster which destroys more than 50% by reproduction cost of the original structure, Owner shall follow sections 1 and 2 of this agreement in the development of plans to reconstruct the structure in keeping with the prior architectural design.

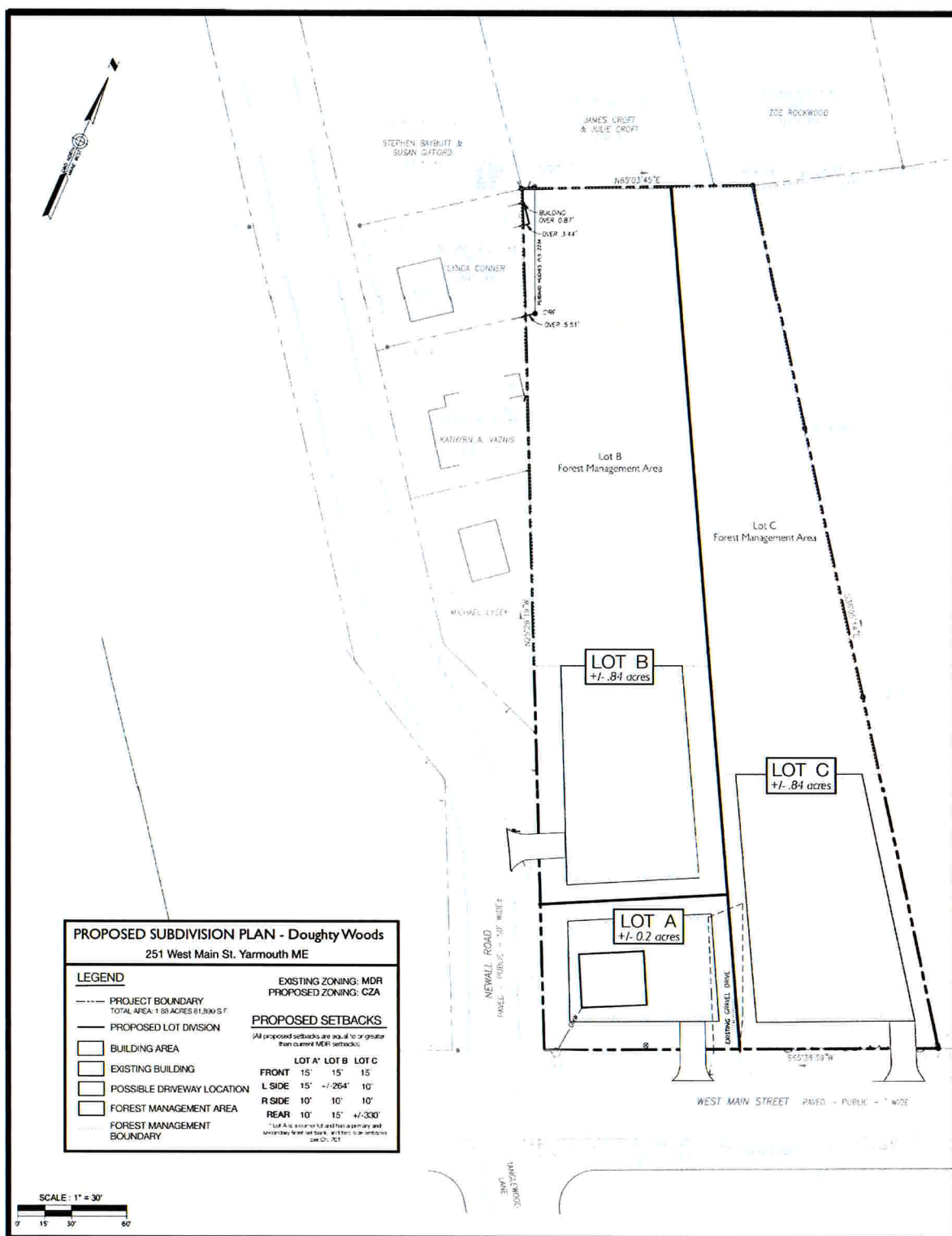
EXHIBIT 3

Forest Conservation Plan

It is recognized that the large area of mature trees on this property provides ecological and environmental benefits to local flora and fauna, and additional health and social benefits to the residents of the neighborhood, the Town and beyond. In an effort to balance the prolongation of these benefits with the right of future owners to safely and reasonably enjoy their property, a Forest Conservation Plan (FCP) will be utilized to ensure proper stewardship of the forest.

251 West Main LLC (Owner), including his heirs, successors or assigns, hereby covenant and agree that the use, occupancy and/or development of 251 West Main St. Yarmouth (as depicted on the Doughty Woods Subdivision as Lots B and C and recorded in the Cumberland County Registry of Deeds at Book ____ Page ____) will, in addition to other applicable provisions of law, ordinance or regulation, be subject to restrictions and conditions outlined in the attached Forest Conservation Plan (Exhibit B).

EXHIBIT A



JONES ASSOCIATES

Foresters, Surveyors and
Environmental Consultants



March 28, 2024

251 West Main LLC
c/o Julia Libby
251 West Main St.
Yarmouth, ME 04096

Dear Julia:

Enclosed please find the "Forest Conservation Plan and Restrictions" for your proposed subdivision, Doughty Woods, at 251 West Main Street in Yarmouth. Included in the plan is a map of all trees and invasive species found within the approximately 1-acre forest management area on the back of Lots A and B (proposed), along with an identification key containing descriptive information about each tree (its ID number as shown on the map, species, diameter at breast height, and notes, if any). As discussed, Jones Associates will be happy to update this map to reflect survey-grade lot lines, should these lines include or exclude any of the identified trees from the forest management area.

If you have any questions, or if we can assist you with any additional forestry management services, please don't hesitate to contact our office.

Sincerely,



Zoë Lidstrom

280 Poland Spring Road
Auburn, Maine 04210
(207) 241-0235
Email: zlidstrom@jonesai.com
Website: www.jonesai.com

JONES ASSOCIATES

Foresters, Surveyors and
Environmental Consultants



FOREST CONSERVATION
PLAN AND RESTRICTIONS
DOUGHTY WOODS
YARMOUTH, MAINE

251 WEST MAIN STREET
1.04 ACRES (FOREST MANAGEMENT AREA)
1.88 ACRES (TOTAL SUBDIVISION AREA)

Prepared for:

251 West Main Street LLC
c/o Julia Libby
251 West Main Street
Yarmouth, ME 04096

Prepared by:

Zoë Lidstrom
FI #4266
Richard Jones
LF #733

Jones Associates Inc.
280 Poland Spring Road
Auburn, ME 04210

March 2024

JAI #24-008YA

TABLE OF CONTENTS

A. IMPROVEMENTS AND MAINTENANCE.....	2
B. RESTRICTIONS ON USE OF OPEN SPACE	2
C. NON-NATIVE INVASIVE SPECIES.....	5
D. ENFORCEMENT	6
F. BINDING EFFECT.....	6
G. DEFINITIONS.....	6

A. IMPROVEMENTS AND MAINTENANCE

All areas designated as “Open Space Preserve” shall remain as open space and shall not be subdivided or built upon or otherwise altered from their natural character, except for such alteration reasonably necessary in order to create pedestrian walking and exercise trails for recreational use by owners or the Declarant, provided such paths and trails shall be constructed so as not to unreasonably affect the scenic character of the Open Space.

B. RESTRICTIONS ON USE OF OPEN SPACE

Unless the owners of the Open Space, or any successors or assigns, obtain the prior written approval of the Town of Yarmouth, the Open Space must remain undeveloped. Use of the Open Space is hereinafter limited as follows.

1. Use by lot owners is limited to non-motorized passive recreational activities such as walking, birdwatching, and enjoyment of nature.
2. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants, or other fill material may be placed, stored, or dumped in the Open Space Preserve, nor may the topography of the area be altered or manipulated in any way.
3. No building or other temporary or permanent structure may be constructed, placed, or permitted to remain in the Open Space, with the exception of fencing to mark property lines.
4. The removal of native vegetation from the Open Space Preserve is not permitted, except under the following conditions:
 - a. Hazard trees in the preserve may be removed with written authorization after consultation with the Code Enforcement Officer and the Town Tree Warden if the following requirements are met:
 - i. Within the preserve, if the removal of a hazard tree results in a cleared opening in the tree canopy greater than two hundred and fifty (250) square feet, replacement with native tree species is required, unless there is new tree growth already present. New tree growth must be as near as practicable to where the hazard tree was removed and be at least two (2)

inches in diameter, measured at four and one half (4.5) feet above the ground level. If new growth is not present, then replacement trees shall consist of native species and be at least four (4) feet in height, and be no less than two (2) inches in diameter. Stumps may not be removed.

- ii. The removal of standing dead trees whose death resulted from natural causes is permissible without the need for replanting if the removal does not result in the creation of new lawn areas or other permanently cleared areas and stumps are not removed. For the purposes of this provision, dead trees are those trees that contain no foliage during the growing season.
 - iii. The Code Enforcement Officer and Town Tree Warden may require the property owner to submit an evaluation from a licensed forester or arborist before any hazard tree can be removed within the preserve.
- b. Storm-damaged trees in the Open Space Preserve may be removed after consultation with the Code Enforcement Officer and the Town Tree Warden if the following requirements are met:
- i. Within the preserve, when the removal of storm-damaged trees results in a cleared opening in the tree canopy greater than two hundred and fifty (250) square feet, replanting is not required, but the area shall be required to naturally revegetate, and the following requirements must be met:
 - 1. The area from which a storm-damaged tree is removed must not result in new lawn areas, or other permanently cleared areas;
 - 2. Stumps from the storm-damaged trees may not be removed;
 - 3. Limbs damaged from a storm event may be pruned; and
 - 4. If after one growing season, no natural regeneration or regrowth is present, replanting of native tree seedlings or saplings is required at a density of one seedling per every eighty (80) square feet of lost canopy.
- c. Non-native invasive vegetation species may be removed from the Open Space Preserve, provided the following requirement is met:

- i. If applicable clearing and vegetation removal standards are exceeded due to the removal of non-native invasive species vegetation, the area shall be revegetated with native species to achieve compliance.
5. When revegetation is required in response to violations of the vegetation standards set forth above, to address the removal of nonnative invasive species of vegetation, or as a mechanism to allow for development that may otherwise not be permissible due to the vegetation standards, including removal of vegetation in conjunction with stormwater management activities, the revegetation must comply with the following requirements.
 - a. The property owner must submit to the Code Enforcement Officer and to the Town Tree Warden a revegetation plan, prepared with and signed by a qualified professional, which describes revegetation activities and maintenance. The plan must include a scaled site plan, depicting where vegetation was or is to be removed, where existing vegetation is to remain, and where vegetation is to be planted, including a list of all vegetation to be planted.
 - b. Revegetation must occur in the same area where vegetation was removed and at a density comparable to the pre-existing vegetation.
 - c. If part of a permitted activity, revegetation shall occur before the expiration of the permit. If the activity or revegetation is not completed before the expiration of the permit, a new revegetation plan shall be submitted with any renewal or new permit application.
 - d. Revegetation activities must meet the following requirements for trees and saplings:
 - i. All trees and saplings removed must be replaced with native noninvasive species;
 - ii. Replacement vegetation must at a minimum consist of saplings;
 - iii. If more than three (3) trees or saplings are planted, then at least three (3) different species shall be used;
 - iv. No one species shall make up 50% or more of the number of trees and saplings planted;
 - v. A survival rate of at least eighty (80) percent of planted trees or saplings is required for a minimum of five (5) years.

- e. Revegetation activities must meet the following requirements for woody vegetation and other vegetation under three (3) feet in height:
 - i. All woody vegetation and vegetation under three (3) feet in height must be replaced with native noninvasive species of woody vegetation and vegetation under three (3) feet in height as applicable;
 - ii. Woody vegetation and vegetation under three (3) feet in height shall be planted in quantities and variety sufficient to prevent erosion and provide for effective infiltration of stormwater;
 - iii. If more than three (3) woody vegetation plants are to be planted, then at least three (3) different species shall be used;
 - iv. No one species shall make up 50% or more of the number of planted woody vegetation plants;
 - v. Survival of planted woody vegetation and vegetation under three (3) feet in height must be sufficient to remain in compliance with the standards contained within this document for a minimum of five (5) years.

C. NON-NATIVE INVASIVE SPECIES

Existing non-native invasive species have been identified and located on the attached site plan. They include the following:

1. Barberry (European, *Berberis vulgaris*, and/or Japanese, *Berberis thunbergia*)
2. Burning Bush (*Euonymus alatus*)
3. Multiflora Rose (*Rosa multiflora*).

These invasives may be removed pursuant to Section B,4,c.

The predominant tree species found in the Open Space Preserve is Norway maple (*Acer platanoides*), which is itself a non-native, invasive species. No more than five (5) Norway maple trees may be removed per year. Removed Norway maple trees shall be replaced with a native species from the town's list of preferred trees. These replacements must be a minimum of 2.5 inches in diameter when measured at 4.5 feet above ground level.

D. ENFORCEMENT

The Town of Yarmouth may enforce any of the restrictions set forth in Sections A and B above, including, but not limited to, the requirement to obtain written authorization from the Code Enforcement Officer and the Town Tree Warden before removing hazard trees (see Section B.4.a) and the requirement to submit to the Code Enforcement Officer and the Town Tree Warden a revegetation plan before replacing any removed vegetation (see Section B.5.a).

F. BINDING EFFECT

The restrictions set forth herein shall be binding on any present or future owner of the Open Space. Each owner shall be bound by the foregoing restrictions to the extent that any of the Open Space is included within such owner's property.

G. DEFINITIONS

Hazard tree – A tree with a structural defect, combination of defects, or disease resulting in a structural defect that under the normal range of environmental conditions at the site exhibits a high probability of failure and loss of a major structural component of the tree in a manner that will strike a target. A normal range of environmental conditions does not include meteorological anomalies, such as, but not limited to hurricanes, hurricane-force winds, tornadoes, microbursts, or significant ice storm events. A “target” is the area where personal injury or property damage could occur if the tree or a portion of the tree fails. Targets include roads, driveways, parking areas, structures, campsites, and any other developed area where people frequently gather and linger. (See Chapter 701, Zoning Ordinance, Article I, Section D: Definitions.)

Invasive species – A species of vegetation not native to the ecosystem in question and whose introduction causes or is likely to cause economic or environmental harm or harm to human health.

Non-native species – A species of vegetation originating outside the ecosystem in question.

Sapling – A tree species that is less than four (4) inches in diameter at four and one-half (4.5) feet above ground level.

Tree – A tree species that is greater than or equal to four (4) inches in diameter at four and one-half (4.5) feet above ground level.

Vegetation – All live trees, shrubs, and other woody plants including without limitation trees both over and under four (4) inches in diameter measured at four and one-half (4.5) feet above ground level.

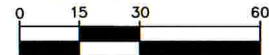


LEGEND

- SUBJECT BOUNDARY LINE
- PROPOSED LOT LINES
- PROPOSED FOREST MANAGEMENT AREA
- TREE (LIVING)*
- TREE (STANDING DEAD)*
- NOTABLE STUMP*
- INVASIVE SPECIES: BARBERRY (EUR. AND/OR JAP.)
- INVASIVE SPECIES: BURNING BUSH
- INVASIVE SPECIES: MULTIFLORA ROSE

*SEE ATTACHED TABLE FOR IDENTIFICATION KEY.

GRAPHIC SCALE



1 inch = 30 ft.

NOTES:

- EXTERIOR BOUNDARY PROVIDED BY OWEN HASKELL, INC., IN A PLAN ENTITLED "BOUNDARY SURVEY AT 251 WEST MAIN STREET, YARMOUTH, MAINE", DATED 12/18/2023. INTERIOR BOUNDARY LINES SKETCHED FROM A PDF PLAN PROVIDED BY 251 WEST MAIN LLC.
- AERIAL IMAGERY OBTAINED VIA GOOGLE EARTH.
- PARCEL DEED REFERENCE: SEE DEED FROM CONNOR WATSON TO 251 WEST MAIN LLC, DATED 02-03-2021, RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 37774, DOC 8003, PAGES 184-185.
- TREES SHOWN INCLUDE ALL LIVE AND STANDING DEAD TREES OF AT LEAST 4 INCHES IN DIAMETER AT BREAST HEIGHT, I.E. 4.5 FEET FROM GROUND LEVEL.

DRAFT PLAN:

TREE INVENTORY

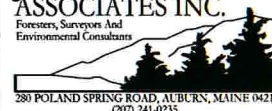
251 WEST MAIN STREET
YARMOUTH, ME 04096

PREPARED FOR:

251 WEST MAIN LLC
c/o JULIA LIBBY
251 WEST MAIN ST., YARMOUTH, ME 04096

PREPARED BY:

JONES
ASSOCIATES INC.
Foresters, Surveyors And
Environmental Consultants



PLAN DATE:

MARCH 7, 2024

FIELD WORK DATE:

FEBRUARY 26-27, 2024

SCALE: 1" = 30'

PROJ. #: 24-008YA

Identification Key

Tree #	Species	DBH (inches)	Notes
1	White ash	6.0	
2	Norway maple	6.0	
3	Norway maple	11.0	
4	Norway maple	12.5	
5	Norway maple	4.0	
6	Norway maple	5.0	
7	Sugar maple	28.5	Stump (diameter taken at base)
8	White pine	12.0	
9	Red maple	5.0	
10	Red maple	4.5	
12	White pine	18.0	
13	Norway maple	4.5	
14	American beech	4.0	
15	Red maple	12.0	
16	Norway maple	9.0	
17	Red maple	5.0	
18	Red maple	13.0	
19	Red maple	14.5	
20	Norway maple	11.0	
21	Norway maple	5.0	
22	White pine	8.0	Dead
23	Norway maple	7.0	
24	Norway maple	8.0	
25	Norway maple	6.0	
26	Sugar maple	5.0	
27	White pine	6.0	
28	Norway maple	4.5	
29	White pine	21.0	
30	White pine	7.0	Dead
31	Norway maple	13.0	
32	Norway maple	6.0	
33	Norway maple	5.0	
34	Norway maple	5.5	
35	Norway maple	6.5	
36	Norway maple	8.0	
37	Norway maple	8.0	
38	Norway maple	7.0	
39	Norway maple	6.0	
40	White pine	15.0	Dead
41	Norway maple	7.0	
42	Norway maple	5.0	
43	Norway maple	6.5	
44	Norway maple	6.0	
45	Norway maple	7.5	

Tree #	Species	DBH (inches)	Notes
46	Red maple	7.5	
47	Red maple	14.0	
48	Norway maple	4.0	
49	Norway maple	5.0	
50	Norway maple	7.0	
51	White pine	25.0	
53	Sugar maple	15.0	
55	White pine	8.5	
56	White pine	20.5	
57	White pine	18.5	
58	Norway maple	4.5	
59	Norway maple	5.0	
60	Norway maple	6.5	
61	Red maple	10.5	
62	Norway maple	6.5	
63	White pine	17.0	
64	Norway maple	7.0	
65	Norway maple	10.0	
66	White pine	6.5	Dead
67	Black cherry	4.5	
68	White pine	5.5	
69	Norway maple	7.5	
70	White pine	8.0	Dead
71	White pine	11.0	
72	Red maple	6.0	
73	Sugar maple	5.5	
74	Norway maple	5.0	
75	Norway maple	4.5	
76	Norway maple	6.5	
77	White pine	23.0	
78	White pine	23.0	
79	White pine	8.0	Dead
80	Sugar maple	4.0	
81	Norway maple	9.5	
82	Paper birch	20.0	
83	White pine	8.0	Dead
84	Norway maple	9.5	
85	White pine	4.0	Dead
86	Norway maple	4.0	
87	White pine	23.0	
88	Norway maple	5.0	
89	White pine	15.0	Dead
90	White pine	4.5	Dead
91	White pine	25.0	
92	Red maple	11.5	
93	White pine	27.5	
94	Sugar maple	5.0	

Tree #	Species	DBH (inches)	Notes
95	Sugar maple	6.0	
96	Norway maple	4.5	
97	White pine	11.0	
98	Norway maple	5.0	
99	White pine	4.0	Dead
100	White pine	9.0	Dead
101	White pine	4.5	Dead
102	White pine	11.0	Dead
103	White pine	16.5	
104	Norway maple	12.0	
105	White pine	24.5	
106	White pine	26.0	
107	Norway maple	4.5	
108	Norway maple	7.0	
109	Norway maple	4.0	
110	Norway maple	9.0	
111	Norway maple	5.5	
112	White pine	14.5	
113	Norway maple	6.0	
114	Norway maple	4.0	
115	White pine	5.5	
116	Norway maple	4.5	
117	White pine	19.5	
118	Sugar maple	7.0	
119	White pine	21.5	
120	Norway maple	5.5	
121	White pine	10.0	
122	Norway maple	6.5	
123	White pine	23.0	
124	Norway maple	6.0	
125	White pine	21.5	
125a	White pine	16.0	
126	Norway maple	9.5	
127	Norway maple	4.0	
128	Norway maple	5.5	
129	Norway maple	9.0	Dead
130	White pine	17.5	Dead
131	White pine	9.5	
132	Sugar maple	4.5	
133	Sugar maple	6.5	
134	Sugar maple	5.5	
135	Norway maple	8.0	
136	White pine	15.5	
137	White pine	18.0	
138	Norway maple	4.5	
139	White pine	13.0	
140	Norway maple	6.5	

Tree #	Species	DBH (inches)	Notes
141	Norway maple	4.0	
142	White pine	26.0	
143	White pine	10.5	
144	Norway maple	4.5	
145	White pine	15.0	
146	Norway maple	9.0	
147	White pine	24.0	
148	Norway maple	6.0	
149	White pine	13.5	
150	White pine	10.5	
151	Norway maple	5.5	
152	Norway maple	5.0	
153	Norway maple	4.5	Dead
154	White pine	5.5	Dead
155	White pine	9.5	
156	Norway maple	7.0	Dead
157	White pine	16.5	Dead
158	White pine	9.5	
159	White pine	19.0	Dead
160	White pine	15.0	
161	Sugar maple	8.5	
162	Sugar maple	7.0	
163	Sugar maple	4.5	
164	Sugar maple	4.5	
165	White pine	5.0	Dead
166	White pine	11.5	
167	Norway maple	5.0	
168	White pine	16.0	
169	White pine	13.0	
170	White pine	18.0	
171	White pine	14.5	Dead
172	White pine	5.5	
173	White pine	15.0	
174	Norway maple	6.0	
175	White pine	12.5	
176	Norway maple	9.0	
177	White pine	15.0	
178	White pine	21.5	
179	White pine	13.5	
180	White pine	18.0	
181	White pine	12.5	
182	White pine	14.0	
183	Norway maple	4.0	
184	Norway maple	5.0	Dead
185	White pine	7.5	
186	White pine	16.0	
187	White pine	10.5	

Tree #	Species	DBH (inches)	Notes
188	White pine	21.0	Dead
189	White pine	7.5	
190	Sugar maple	6.0	
191	Norway maple	8.0	
192	White pine	22.0	
195	Sugar maple	5.5	Dead
196	White pine	12.0	Dead
197	White pine	15.0	Dead
198	White pine	11.0	Dead
199	White pine	11.0	
200	White pine	6.0	
201	White pine	17.5	
202	White pine	8.0	
203	White pine	13.5	
204	White pine	26.0	
205	Norway maple	20.0	
206	Norway maple	7.5	
207	White pine	10.0	
208	Norway maple	12.0	
209	Norway maple	8.0	
210	White pine	10.0	
211	Norway maple	5.5	
212	Sugar maple	4.0	Dead
213	White pine	12.0	
214	Sugar maple	6.0	
215	Norway maple	4.5	
216	White pine	22.0	
217	Norway maple	9.0	
218	Sugar maple	4.0	Dead
219	White pine	13.5	Dead
220	White pine	13.5	
221	Norway maple	5.5	
222	Norway maple	7.0	
223	Norway maple	4.5	Dead
224	White pine	17.0	
225	Norway maple	5.5	Dead
226	White pine	17.0	
227	Norway maple	4.5	
228	White pine	14.0	
229	White pine	11.0	
230	Sugar maple	4.0	
231	Sugar maple	4.0	Dead
232	White pine	19.0	
233	White pine	19.0	
234	White pine	23.0	
235	Norway maple	6.0	Dead
236	White pine	21.0	

Tree #	Species	DBH (inches)	Notes
237	Sugar maple	7.0	Dead
238	White pine	9.0	
239	White pine	18.0	
240	White pine	15.5	
241	Norway maple	5.0	
242	Norway maple	5.5	Dead
243	White pine	13.0	Dead
244	White pine	16.0	
245	White pine	20.5	
246	Norway maple	8.0	
247	White pine	22.0	
248	Red maple	15.5	
249	White pine	19.0	Dead
250	White pine	9.0	Dead
251	White pine	8.0	
252	White pine	13.0	
253	White pine	18.0	
254	White pine	18.5	
255	Sugar maple	6.5	
256	White pine	12.0	
257	White pine	12.0	
258	Sugar maple	4.0	
259	White pine	16.0	
260	White pine	12.0	
261	Sugar maple	6.0	
262	White pine	24.0	
263	Sugar maple	5.0	
264	Sugar maple	4.0	
265	Norway maple	7.0	
266	White pine	17.0	
267	White pine	13.0	Dead
268	White pine	10.0	
269	White pine	11.5	
270	Norway maple	9.0	
271	White pine	11.0	
272	White pine	18.0	
273	Norway maple	5.0	
274	Norway maple	7.0	
275	White pine	8.0	
276	Sugar maple	6.0	
278	Red maple	9.0	
279	Red maple	8.0	
280	Sugar maple	5.5	
281	Sugar maple	5.0	
282	White pine	17.0	Dead
283	White pine	17.0	
284	White pine	15.5	

Tree #	Species	DBH (inches)	Notes
285	White pine	15.0	
286	White pine	19.0	
287	Norway maple	5.0	
288	White pine	16.0	
289	White pine	19.0	
290	Norway maple	4.5	
291	White pine	8.5	Dead
300	Norway maple	7.0	Dead
301	White pine	19.0	
302	Sugar maple	8.5	
303	Sugar maple	6.0	
304	Sugar maple	5.5	
305	Sugar maple	5.5	
306	White pine	16.0	
307	Norway maple	5.0	
308	White pine	15.0	
309	Norway maple	4.0	
310	Sugar maple	8.0	
311	Sugar maple	6.0	
312	Sugar maple	4.0	
313	White pine	12.5	Dead
314	Unknown (possible elm)	6.0	
315	Red maple	19.0	
316	Sugar maple	4.0	
319	Sugar maple	16.0	
320	Sugar maple	4.0	
321	Sugar maple	12.0	
322	Sugar maple	4.5	
323	Sugar maple	5.0	
324	White ash	7.0	

