

ADMINISTRATIVE CONSENT AGREEMENT

This ADMINISTRATIVE CONSENT AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2026, by and between **ROY MOORE & GINNY C. DAVIS**, individuals with a mailing address of 960 Roosevelt Trail, Windham, ME 04062 (the “Property Owners”) and the **TOWN OF WINDHAM**, a municipal corporation located in the County of Cumberland, State of Maine, with a mailing address of 8 School Road, Windham, ME 04062 (the “Town”).

W I T N E S S E T H

WHEREAS, the Property Owners own real property commonly known as 50 Crescent Avenue, located in Windham, Maine, further described in a deed recorded in the Cumberland County Registry of Deeds in Book 34024, Page 212, and further identified on Town Assessor’s Map 77 as Lot 31 (the “Property”); and

WHEREAS, the Town issued the Property Owners the following permits respecting the Property (collectively, the “Permits”):

1. A shoreland zoning permit issued on or about June 15, 2018, permitting the removal of an existing two-tiered retaining wall on the Property located adjacent to Sebago Lake (the “Retaining Wall”) and its replacement with a new two-tiered retaining wall (the “Replacement Wall”) (the “First SZP”);
2. A shoreland zoning permit, issued on August 27, 2021, permitting the demolition of an existing legally nonconforming single-family dwelling on the Property (the “Original Structure”), having approximately 1,126 SF of footprint, and replacement of the same with a new single-family dwelling having approximately 2,196 SF of footprint (the “Replacement Structure”), of which approximately 2,154 SF were proposed to be located within 100 feet of the normal high water line of Sebago Lake, all as shown on a site plan of the Property entitled “Site Plan of Retaining Wall and House,” prepared by Dustin M. Roma, DM Roma Consulting Engineers, dated July 30, 2021 (the “Site Plan”), which is attached hereto as **Exhibit A** and is incorporated herein by reference (the “Second SZP”); and
3. Tree removal permits, issued on September 17, 2017 and October 17, 2024, permitted the removal of certain trees and other vegetation from the Property (the “Tree Removal Permits”).

WHEREAS, since the issuance of the Permits, the Property Owners have substantially completed construction of the Replacement Structure, as approved by the Town, removed certain trees and other vegetation from the

Property, and will shortly be seeking a certificate of occupancy for the Replacement Structure; and

WHEREAS, based upon its subsequent review of the Permits and Property, the Town has identified certain issues with the Permits and believes that certain violations of the Town of Windham Code of Ordinances (the “Code”) may exist on the Property, as follows:

- A. The Replacement Wall may have been constructed westerly of the Original Wall, in violation of the First SZP and the Code;
- B. The Second SZP was issued in error and permitted the enlargement of the Original Structure in excess of the 30% expansion limit provided by § 185-12C(1)(c)(1) of the Code;
- C. The Second SZP was extended beyond the maximum permissible expiration date provided by § 185-16F of the Code;
- D. Notwithstanding the issuance of the Tree Removal Permits, replacement trees have not been replanted on the Property, as required by §§ 185-15P and 185-15Q of the Code

WHEREAS, the Town contends the replacement of the Original Retaining Wall, the construction of the Replacement Structure, and the delayed revegetation of the Property, all as described above (collectively, the “Alleged Violations”), constitute potential violations of the Code; and

WHEREAS, the Property Owners and the Town wish to resolve the Alleged Violations without the need for litigation,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The Property Owners agree to resolve the Alleged Violations described above by performing, or causing to be performed, the following corrective actions (collectively, the “Corrective Actions”):

a. On or before **November 1, 2026**, the Property Owners shall remove the upper two courses of the easternmost tier of the Replacement Wall and revegetate the affected area in a manner consistent with § 185-15S of the Code, and specifically, subsection S(6) pertaining to ground cover.

b. On or before **July 15, 2026**, the Property Owners shall submit a revegetation plan for the entire Property to the Town for approval. This plan must meet the requirements of § 185-15S of the

Code, including but not limited to the requirement that it be prepared by a qualified professional and the requirement that it 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 types to be planted. At a minimum, this revegetation plan shall include: (i) a visual buffer of mature trees (defined as at least 2 inches in diameter measured at 4 ½ feet above ground level) between the Replacement Structure and Sebago Lake, (ii) the revegetation of the portion of the Property currently covered by the upper two courses of the easternmost tier of the Replacement Wall, and the patio (as applicable, and as further described below), (iii) the proper revegetation, consistent with § 185-15S of the Code of all trees previously removed from the Property by the Property Owners, regardless of whether their removal was pursuant to a permit issued by the Town, and (iv) the replanting of the location of the original structure with trees, shrubs, grasses, or ground cover (not with a lawn). The Town reserves the right to require revisions to this plan as may be necessary to comply with § 185-15S of the Code and shall communicate any required changes to such plan to the Property Owners within thirty (30) days of submittal. Once finalized and approved by the Town, all required revegetation shall be completed consistent the approved plan on or before **November 1, 2026**. At least 80% of each category of vegetation, *i.e.*, trees, shrubs, and ground cover, as well as at least 80% of the mature trees planted between the Replacement Structure and Sebago Lake under this paragraph, shall survive for at least five (5) years from the date of planting. Any replanting required to be performed in order to maintain this percentage shall be completed without unreasonable delay at the Property Owners' expense.

c. The Property Owners shall construct the patio proposed to be located between the Replacement Structure and Sebago Lake, as shown on the Site Plan, as approved by the Code Enforcement Department, of permeable pavers and shall limit the size of such replacement patio to no more than 176 square feet.

2. The Property Owners further agree and acknowledge as follows:

a. That the Town and its agents may enter onto the Property at reasonable hours to inspect for compliance with this Agreement and shall provide at least 48 hours' advance notice to the Property Owners so that a representative may be present.

b. Notwithstanding any other provision of the Code to the contrary, including any subsequent amendments thereto, that: (i) the footprint of the Replacement Structure as of the effective date of this Agreement may not be expanded; and (ii) no additional structures may be

constructed, erected, placed, or otherwise located on the Property. To the extent that any structure existing on the Property as of the effective date of this Agreement is damaged or destroyed, necessitating repairs that will cost in excess of 50% of the structure's assessed value, said structure may only be reconstructed in a location deemed to be set back from Sebago Lake to the greatest practical extent, as determined in the sole and exclusive discretion of the Town's Code Enforcement Director or their designee.

c. That this Agreement does not constitute a waiver of any additional permitting requirements, including but not limited to any Maine Department of Environmental Protection Permit By Rule, that may be necessary for the Property Owners to legally complete the Corrective Actions.

d. That this Agreement shall be binding on the Property Owners, their heirs, successors, and assigns, and it shall be duly recorded by the Property Owners at the Cumberland County Registry of Deeds within thirty (30) days of the date of execution, with a copy of the duly recorded instrument provided to the Town. The Property Owners shall be responsible for all recording costs.

3. In consideration of the Property Owners' entry into this Agreement and agreement to undertake the Corrective Actions, the Town Agrees as follows:

a. Subject to the completion of any inspection required under the Code, notwithstanding the Alleged Violations, the Town agrees, to issue a temporary certificate of occupancy for the Replacement Structure. Such temporary certificate of occupancy shall have a duration of 90 days and shall be renewed or reissued by the Town for additional 90-day periods for the duration of this Agreement, subject to the Property Owners' continued compliance with the requirements hereof. Upon the Property Owners' completion of the Corrective Actions, and subject to compliance with the other provisions of this Agreement, a permanent certificate of occupancy for the Replacement Structure shall issue.

b. For so long as the Property Owners comply with their obligations under this Agreement, the Town shall forbear from any enforcement action against the Property Owners respecting the Alleged Violations, including without limitation the issuance of notice(s) of violation, assessment of fines or penalties and commencement of civil enforcement proceedings. Except that, in the event that the Property Owners or their heirs or assigns fail or refuse to comply with any of the terms of this Agreement, and such failure or refusal persists for 30 days following the date of written notice from the Town, the Town may take

any action permitted by law to address the Alleged Violations

c. That the Property Owners' successful completion of the Corrective Actions, by the provided deadlines or any extensions thereto, shall resolve the Alleged Violations and, provided the Property Owners' successfully complete such Corrective Actions, the Town agrees to waive its right to assess any fines, penalties, costs or fees relating to the Alleged Violations and its right to commence any enforcement action relating to said Alleged Violations, except as expressly stated in this Agreement and to provide the Property Owners a written statement from the Town in a form suitable for recording in the Cumberland County Registry of Deeds, that acknowledges the completion of the Corrective Actions pursuant to this Agreement, which the Property Owners may cause to be recorded.

4. This Agreement does not and may not be interpreted as an admission by the Property Owners as to any of the facts recited herein or the Alleged Violations or as a waiver of either (i) the Town's right to enforce the Code regarding the Property, other than with respect to the Alleged Violations; or (ii) the Property Owners' right to contest any such enforcement or to raise any available defenses to the same.

5. The Town may, in its discretion and without amendment of this Agreement, extend or enlarge the deadlines for completion of the Corrective Actions set forth in Section 1 of this Agreement to accommodate delays in the Property Owners' performance of the same due to weather, permitting processing or other circumstances or events not reasonably within the Property Owners' control.

6. This Agreement may not be modified or amended except in writing executed by the parties hereto or their heirs, successors or assigns.

7. The parties hereto acknowledge that they have reviewed this Agreement with the advice of independent legal counsel (if desired) and understand the requirements and terms set forth herein. No ambiguity in this Agreement, to the extent such an ambiguity exists, shall be interpreted against either party.

8. This Agreement, including any exhibits thereto, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

9. By affixing their signatures below, each signatory represents that they have the authority to execute this Agreement on behalf of their respective

parties.

PROPERTY OWNERS

_____, 2026

Roy Moore

_____, 2026

Ginny C. Davis

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2026

Personally appeared before me Roy Moore and Ginny C. Davis and
acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public/Attorney at Law
Print Name: _____

TOWN OF WINDHAM

_____, 2026

Robert J. Burns, its Town Manager,
duly authorized

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2026

Personally appeared before me the above-named Robert J. Burns in his capacity as Town Manager of the Town of Windham and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town of Windham.

Before me,

Notary Public/Attorney at Law
Print Name: _____

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