

Final Major Site Plan Application For:

Camping World Sales and Service Addition

Windham, Maine

July 2, 2025

Major Site Plan Review Application Form



			MA	IOR	SITE	: Pl	AN RE	view	APPLIC	ATION		
FEES FOR MAJOR SITE PLAN REVIEW		APPLICATION FEE: (No Bldg.) (W/Bldg.: \$25/1,000 SF up to 5,000 SF) REVIEW ESCROW: (GFA) 2,000 SF - 5,000 SF = \$2,000 5,000 SF - 15,000 SF = \$3,000 15,000 SF - 35,000 SF = \$4,000 Over 35,000 SF = \$5,000 No Building = \$2,000			\$1,3000.00 \$ \$ \$ \$ \$ \$ \$		TOTAL AMOUNT PAID: \$_600 DATE: <u>06-27-25</u>					
	nded Site F Revision)	Plan –	AMENDED A AMENDED R					350.00 250.00		ce Use:	c)ffice Stamp:
		Parcel Information:	Map(s):		15		Lot(s):	1A	Zoning District(s):	C-3	Size of the Parcel in SF:	733,986
PROPEI DESCRI		Total Disturban	ce. >1Ac		Y 🗆	Ν	Estimated. Building SF:	5,007 :	sf	IF NO BUILDING; SF of Total Devel		
		Physical Address:	480 Roos Windham						Watershed:	Ditch Brook		
		Name:	Paul Birsa	I					Name of the Business:			
		Phone:	(831) 322-	9299					Mailing Address:			
INFORM	MANON	Fax or Cell:	paul.birds	all@ca	mpinaw	orld	com					
		Email: Name:	Paul Birsa	-					Name of Business:	FRHP 3 LLC		
	ANT 3 MATION	Phone	(831) 322-9299						Mailing	2 Marriott Drive		
(IF DIFFL		Fax or Cell							Address:	Lincolnshire,	IL 60068	
FROM O	WNER	Email:	paul.birds	all@ca	ampingw	vorld	.com					
		Name:	Amanda Preisler						Name of Business:	Wilkus Architects, P.A.		
APPLIC/ AGENT	-	Phone:	(952) 592-4532						Mailing Address:		15 Ninth Ave. N. Hopkins, MN 55343	
INFORM	VIATION	Fax or Cell:	amp@wilkusarch.com									
	Eviating I	Email:	• -									
	Please se	and Use (Use e attached na	nrative				hiert /Use a	vtra nane	r if nocossar	<i>d</i> .		
PROJECT INFORMATION	Please see	e attached na	rrative							e, flood plain, r	non-conforma	nce, etc.):



MAJOR SITE PLAN REVIEW APPLICATION REQUIREMENTS

Section 120-811 of the Land Use Ordinance

Section	on 120-81	<mark>1</mark> of the	Land Use Ordinance				
The submission shall contain five (5) copies of the		-		-	nic		
version of the entire submission, unless waiver o	f a submis	ssion re	quirement is granted, and one (1) complete plan	set.			
The Major Plan document/map: A) Plan size: 24" X 36" B) Plan Scale: No greater 1":100' C) Title block: Applicant's name, project not struct the preparer of plans with professional informatio • Name of the preparer of plans with professional informatio • Parcel's tax map identification (map and lot) and street add	n	 Complete application submission deadline: three (3) weeks (21-days) before the desired Planning Board meeting. Five copies of the application and plans Application Payment and Review Escrow A pre-submission meeting with the Town staff is required. Contact information: Windham Planning Department (207) 894-5960, ext. 2 Steve Puleo, Town Planner Sipuleo@windhammaine.us Amanda Lessard, Planning Director 					
APPLICANT/PLANNER	'S CHE	CKLI	ST FOR MAJOR SITE PLAN REVI	EW			
SUBMITTALS THAT THE TOWN PLANNER DEEMS SUFF			IT IS THE RESPONSIBILITY OF THE APPLICANT TO PE UNDERSTANDING OF THE PROJECT.	<u>RESENT A</u>	CLEAR		
The following checklist includes items general development by the Town of Windham's LAND USE OR <u>120-811, 120-812, 120-813 &</u> 120-814. Due to project applicant is required to provide a complete and accurreports, and supporting documentation (as listed in the second se	DINANCE, S ts specifics, rate set of	Sections the plans,					
Column #1.			Column #2.				
1. Final Plan -Major Site Plan: Submission Requirements	Applicant	Staff	Plan Requirements – Existing Conditions (Continued):	Applicant	Staff		
A. Completed Major Site Plan Application form			 Vii. Zoning classification(s), including overlay and/or subdistricts, of the property and the location of zoning district boundaries if the property is located in 2 or more districts or abuts a different district 				
B. Evidence of Payment of application & escrow fees			viii. Bearings and lengths of all property lines of the property to be developed, and the stamp of the surveyor that performed the survey				
C. Written information – submitted in a bounded and tabbed	report		ix. Existing topography of the site at 2-foot contour intervals.				
1. A narrative describing the proposed use or activity.			x. Location and size of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property and on abutting streets or land that may serve the development.	S			
 Name, address, & phone number of record owner, and applicant if different (see Agent Autorotation form). 			xi. Location, names, and present widths of existing public and/or private streets and rights-of-way within or adjacent to the proposed development.				
3. Names and addresses of all abutting property owners			xii. Location, dimensions, and ground floor elevation of all existing buildings.				
 Documentation demonstrating right, title, or interest in the property 			xiii. Location and dimensions of existing driveways, parking and loading areas, walkways, and sidewalks on or adjacent to the site.				
Copies of existing proposed covenants or deed restrictions.	N/A		xiv. Location of intersecting roads or driveways within 200 feet of the site.				
Copies of existing or proposed easements on the property.			xv. Location of the following				
Name, registration number, and seal of the licensed professional who prepared the plan, if applicable.			a. Open drainage courses				
 Evidence of applicant's technical capability to carry out the project. 			b. Wetlands c. Stone walls	N			
 Assessment of the adequacy of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property. 	NZA		d. Graveyards	N/A			



Continued from Column #1. (Page 2)			Continued from Column #2. (Page 2)	
			e. Fences	
			f. Stands of trees or treeline, and	
10. Estimated demands for water and sewage disposal.	N/A		 g. Other important or unique natural areas and site features, including but not limited to, floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archaeological resources. 	
 Provisions for handling all solid wastes, including hazardous and special wastes. 	N/A	D	xvi. Direction of existing surface water drainage across the site	
12. Detail sheets of proposed light fixtures.	N	D	xvii. Location, front view, dimensions, & lighting of	
 Listing of proposed trees or shrubs to be used for landscaping 	N/A		exsiting signs.	
 Estimate weekday AM and PM and Saturday peak hours and daily traffic to be generated by the project. 	N/A	D	xviii. Location & dimensions of existing easements that encumber or benefit the site.	
15. Description of important or unique natural areas and site features, including floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and	NZA		xix. Location of the nearest fire hydrant, dry hydrant, or other water supply.	
16. If the project requires a stormwater permit from			E. Plan Requirements - Proposed Development Activity	
16. If the project requires a stormwater permit from MaineDEP or if the Planning Board or if the Staff Review Committee determines that such information is required, submit the following.			i. Location and dimensions of all provisions for water supply and wastewater disposal, and evidence of their adequacy for the proposed use, including soils test pit data if on-site sewage disposal is proposed	A D
a. stormwater calculations.	N/A	D	ii. Grading plan showing the proposed topography of the site at 2-foot contour intervals	
b. erosion and sedimentation control measures.	N/A	D	iii. The direction of proposed surface water drainage across the site and from the site, with an assessment of impacts on downstream properties.	
 c. water quality and/or phosphorous export management provisions. 	N/A	D	iv. Location and proposed screening of any on-site collection or storage facilities	A 🗆
17. If public water or sewerage will be utilized, provide a statement from the utility district regarding the adequacy of water supply in terms of quantity and pressure for both domestic and fire flows, and the capacity of the sewer system to accommodate additional wastewater.	N/A	D	 v. Location, dimensions, and materials to be used in the construction of proposed driveways, parking, and loading areas, and walkways, and any changes in traffic flow onto or off-site 	(A 🖂
18. Financial Capacity			vi. Proposed landscaping and buffering	A 🔲
 Estimated costs of development and itemize estimated major expenses. 		D	vii. Location, dimensions, and ground floor elevation of all buildings or expansions	
ii. Financing (submit one of the following)			viii. Location, front view, materials, and dimensions of proposed signs together with a method for securing sign	A
a. Letter of commitment to fund	D	D	ix. Location and type of exterior lighting. Photometric plan to demonstrate the coverage area of all lighting may be required by the Planning Board.	
b. Self-financing	D		x. Location of all utilities, including fire protection systems	
1. Annual corporate report	D	D	 Approval block: Provide space on the plan drawing for the following words, "Approved: Town of Windham Planning Board" along with space for signatures and date 	
2. Bank Statement			2. Major Final Site Plan Requirements as Exhibits to the Applica	ation
c. Other			a. Narrative and/or plan describing how the proposed development plan relates to the sketch plan.	
1. Cash equity commitment of 20% of the total cost of development		D	b. Stormwater drainage and erosion control program shows:	
2. Financial plan for remaining financing.			 The existing and proposed method of handling stormwater runoff 	



	Continued from Column #1. (Page 3)			Continued from Column #2. (Page 3)	
	 Letter from institution indicating intent to finance. 			 The direction of the flow of the runoff, through the use of arrows and a description of the type of flow (e.g., sheet flow, concentrated flow, etc.) 	
	 If a registered corporation a Certificate of Good Standing from: 			3. Location, elevation, and size of all catch basins, dry wells, drainage ditches, swales, retention basins, and storm sewers	
	- Secretary of State, or			4. Engineering calculations were used to determine drainage requirements based on the 25-year, 24-hour storm frequency.	
	- the statement signed by a corporate officer			5. Methods of minimizing erosion and controlling sedimentation during and after construction.	
1	.9. Technical Capacity (address both).			c. A groundwater impact analysis prepared by a groundwater hydrologist for projects involving onsite water supply or sewage disposal facilities with a capacity of 2,000 gallons or more per day	
	i. Prior experience relating to developments in the Town.			 Name, registration number, and seal of the Maine Licensed Professional Architect, Engineer, Surveyor, Landscape Architect, and/or similar professional who prepared the plan. 	
	 Personnel resumes or documents showing experience and qualification of development designers 			e. A utility plan showing, in addition to provisions for water supply and wastewater disposal, the location and nature of electrical, telephone, cable TV, and any other utility services to be installed on the site.	
D. Plan Requirements – Existing Conditions				f. A planting schedule keyed to the site plan indicating the general varieties and sizes of trees, shrubs, and	
i.	Location Map adequate to locate project within the municipality			other vegetation to be planted on the site, as well as information of provisions that will be made to retain and protect existing trees, shrubs, and other vegetation.	
ii.	Vicinity Plan. Drawn to a scale of not over 400 feet to the inch, and showing area within 250 feet of the property line, and shall show the following:				
	 Approximate location of all property lines and acreage of the parcel(s). 			g. Digital transfer of any site plan data to the town (GIS format)	
	 Locations, widths, and names of existing, filed, or proposed streets, easements, or building footprints. 				
	c. Location and designations of any public spaces.			h. A traffic impact study if the project expansion will generate 50 or more trips during the AM or PM peak hour, or if required by the Planning Board)	
	 Outline of the proposed site plan, together with its street system and an indication of the future probable street system of the remaining portion of the tract. 				
iii.	North Arrow identifying Grid North; Magnetic North with the declination between Grid and Magnetic; and whether Magnetic or Grid bearings were used.				
iv.	Location of all required building setbacks, yards, and buffers.				
v.	Boundaries of all contiguous property under the total or partial control of the owner or applicant.				
vi.	Tax map and lot number of the parcel(s) on which the project is located			PDF\Electronic Submission.	

The undersigned hereby makes an application to the Town of Windham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.

Amanda Preisler Digitally signed by Amanda Preisler DN: C=US, E=amp@wilkusarch.com, O=Wilkus Architects, CN=Amanda Preisler Date: 2025.07.02 10:56:08-0500'	06-26-25	Amanda Preisler
APPLICANT OR AGENT'S SIGNATURE	DATE	PLEASE TYPE OR PRINT NAME

Project Information Narrative



June 27, 2025

Major Site Plan Review Narrative

Camping World – Sales and Service 480 Roosevelt Trail Windham, ME 04062

Camping World is requesting a site plan review and approval at their Camping World site located at 480 Roosevelt Trail in the Town of Windham. The property is zoned Commercial III (C-3) and the current use is RV sales and service.

Camping World is requesting a revision to the currently approved site plan to include a canopy on the south east side of the building. The proposed canopy will be attached to the newly constructed sales and service building and will comply with all zoning and architectural requirements. There were minimal civil impacts due to the canopy addition. The site plan layout, circulation and grading remained the same. The only impact the canopy had on the civil plans included added storm sewer for the canopy drainage.

In an effort to elevate customer experience and streamline service operations, our vehicle service facility is excited to announce the addition of a large awning. This new feature is designed to provide a comfortable and efficient space for customer walkthroughs, service reviews, and preparation for service work.

Customer Walkthroughs

 This area will serve as a point of contact between a Service representative and our customer, where customers can comfortably discuss their vehicle service needs, outside of the active Service Bays. The shaded environment will protect them from the elements, ensuring a pleasant experience regardless of the weather.

• Review of Service Needs

 Under the awning, our service advisors will conduct thorough reviews of each vehicle's needs. This dedicated space allows for detailed discussions about required maintenance and repairs. Customers can ask questions and receive clear explanations about the services their vehicles will undergo. The awning provides a professional and organized setting, enhancing communication and transparency.

Preparation for Mechanical Work

 The awning also serves as a preparatory area for mechanical work. Vehicles can be inspected and prepped in this covered space before being moved into the main service bays. This setup minimizes disruptions and ensures that all necessary preliminary checks are conducted efficiently. The awning's ample size accommodates multiple vehicles, facilitating a smooth workflow and reducing wait times



The preliminary estimated cost of development for the added canopy is \$500,000.

Sincerely,

Amanda Preisler **WILKUS ARCHITECTS, PA** Direct Dial: (952) 592-4532 Email: amp@wilkusarch.com

15 Ninth Avenue North

<u>Checklist Compliance with Commercial</u> <u>Standards</u>



APPLICANT/PLANNER'S CHECKLIST FOR MAJOR SITE PLAN REVIEW COMMERCIAL DISTRICT DESIGN STANDARDS <u>SECTION 120-813</u>

The following checklist includes Design Standards for nonresidential developments within Windham's Commercial 1, Commercial 1 North, Commercial 2, Commercial 3, Village Commercial, and Windham Center Districts. Where there is a conflict between provision of the Design Standards and any other ordinance provision, the more restrictive provision shall apply. In addition to meeting all Design Standards required in the applicable zoning districts, development must comply with he minimum of eight (8) other Design Standards.

For purposed of this section ,"development" shall mean that portion of the project that:

- a. Is subject to the site plan review under <u>Article 8 Site Plan Review;</u> or
- b. Will renovate twenty percent (20%) or more of the entire wall area of a structure on the site. (For this type of renovation, the renovation will be subject to the required Design Standards in Section A. but will not be subject to other required Design Standards.)

	Design Standards Framework									
			C-1	C-1N	C-2	C-3	VC	WC	Chec	dist
Α.	Are	chitecture/Building							Applicant	Staff
	1	Building Style	R1	R	R	R	R	R		
	2	Materials	R	R	R	R	R	R		
	3	Color	R	R	R	R	R	R		
	4	Roofline	R	R	R	R	R	R		
	5	Façade	R	R	R	R	R	R		
	6	Building style coordination (multi-building)	R	R	R	R	R	R		
	7	Entrance	R	R	R	R	R	R		
	8	Architectural Details	R	R	R	R	R	R		
	9	LEED certification								
В	Sit	e/Parking								
	1	Parking location								
	2	Internal traffic flow								
	3	Interconnected Parking lots								
	4	Orientation of Building								
	5	Screening, Parking			R			R		
	6	Screening, utilities and service areas/structures	R	R	R		R	R		
	7	Parking Lot Landscaping								
	8	Low-Impact Design Stormwater								
	9	Shared Stormwater Treatment								
С	Lai	ndscaping/Lighting								
	1	Lighting/Photometric Plan	R	R			R			
	2	Lighting coordinated with architecture	R	R			R			
	3	Light coordinated with landscaping	R	R			R			
	4	Existing trees preserved				R		R		
	5	Snow area designated	R	R	R	R	R	R		
	6	Planting variety								
	7	Planting suitability								
	8	Mass plantings								
	9	Illumination levels								
D.	Bik	ce/Ped								
	1	Internal walkways	R	R						
	2	Links to community	R	R	R		R	R		
	3	Outdoor activity area								
	4	Sidewalk	R	R				R		
	5	Crosswalk	R	R						
	6	Bike parking/racks	R	R	R		R	R		

^{1.} Any item with an **R** in the Table is a required Design Standards in that zoning district.



June 27, 2025

Please find responses below to the Architectural/Building requirements:

- Required: §120–813A(1): Building style. The building is not a national franchise prototype and is not stylized to the point where it is a form of advertising. The applicant shall address this standard for the final plan review.
 - The exterior façade is not typical of a prototype Camping World building. Typical structures are metal pitched roofs. This buildings has incorporated parapets, canopies and minimal building signage.
- Required: §120–813A(3): Color.
 - The colors used on this building are low-reflectance with warm natural earth tone colors.
- Required: §120-813A(4): Roofline.
 - Parapets have been incorporated along the perimeter of the roof. Additionally, variations in the wall height have been introduced to ensure that no horizontal line exceeds 50 feet in length. A front canopy eyebrow and side canopy have also been included to enhance the visual appeal and break up the wall facade. There is no proposed roof top equipment thus screening would not be required, but any vents would be screened by the proposed parapets.
- Required: §120–813A(6): Building style coordination (multi–building). There is only one building on the site; this section is not applicable.
- Required: §120–813A(8): Architectural details.
 - The attention to architectural detail is directly proportional to the scale and design of the building, featuring stone wainscoting with cap, EIFS bump-outs, and canopies flanking both sides. These elements enhance the structure's visual appeal and contribute to its overall architectural appearance.

Owner's Agent Authorization Form



Town of Windham Planning Department: 8 School Road Windham, Maine 04062 Tel: (207) 894-5960 ext. 2 Fax: (207) 892-1916 www.windhammaine.us

AGENT AUTHORIZATION								
APPLICANT/ OWNER	Name	Camping World						
PROPERTY	Physical	480 Roosevelt Trail, Windham, ME 0	Мар	15				
DESCRIPTION	Address		Lot	1A				
	Name	Amanda Preisler						
APPLICANT'S	Phone	(952) 592-4532		Wilkus Architects, P.A. 15 Ninth Ave. N. Hopkins, MN 55343				
AGENT	Fax/Cell		Business Name & Mailing Address					
	Email	amp@wilkusarch.com						

Said agent(s) may represent me/us before Windham Town officers and the Windham Planning Board to expedite and complete the approval of the proposed development for this parcel.

Paul Birdsall

APPLICANT SIGNATURE

Paul Birdsall

PLEASE TYPE OR PRINT NAME HERE

CO-APPLICANT SIGNATURE

PLEASE TYPE OR PRINT NAME HERE

Amanda Preisler Digitally signed by Amanda Preisler DN: C=US, E=amp@wilkusarch.com, O=Wilkus Architects, CN=Amanda Preisler Date: 2025.06.27 09:42:08-05'00' APPLICANT'S AGENT SIGNATURE

Amanda Preisler

PLEASE TYPE OR PRINT NAME HERE

06/28/2025

DATE

DATE

DATE

Conditional Use Permit Application

Town of Windham



Planning Department: 8 School Road Windham, Maine 04062 Tel: (207) 894-5960 ext. 2 Fax: (207) 892-1916 www.windhammaine.us

				CONDITI	ONA	L USE A	PPLICATIO	N		
	FEES FOR CONIDTIONAL USE		APPLICA	TION FEE:	V \$4	00.00	AMOUN \$650.0			
AF	PPLICAIT REVIEV		REVIEW	ESCROW:	🗹 \$2	250.00	DATE: _07		Office Stamp:	
		Parcel ID	Map(s) #	15	Lot(s) #	1A	Current Zoning	District(s):	C-3	
PROPER		Proj	perty Size SF:	733,986			Requested Zoni	ng District(s):		
INFORM	ATION	Physical Address:		evelt Trail , Maine 04062			Watershed:	Ditch Broo	ok	
		Name:	Paul Birc	Isall			Name of Business:	FRHP 3	LLC	
PROPER OWNER		Phone:	(831) 32	2.9299			Mailing	2 Marrio	tt Drive	
INFORM		Fax or Cell					Address:		hire, Illinois 60069	
		Email:	paul.birc	Isall@campingw	orld.com					
APPLIC	ANT'S	Name:	Paul Bir	dsall			Name of Business:	Camping	World RV Sales, LLC	
INFORN (IF DIFFE		Phone:	(831) 32	2.9299			Mailing Address:	2 Marrio	ott Drive shire, Illinois 60069	
FROM O		Fax or Cell:	naul birc	lsall@campingw	orld com					
		Email					Name of			
APPLIC	ANT'S	Name:	Grant D				Business:	Excel En	gineering, Inc.	
AGENT	ATION	Phone: Fax or Cell:	(920) 32	2.1681			Mailing Address:		00 Camelot Drive, ond du Lac, WI 54935	
		Email:	grant.du	ichac@exceleng	gineer.co	m				
	Current Us		erty <i>(Use</i>	extra paper, if	necessar	y):				
PROJECT INFORMATION	Current Use of the Property (Use extra paper, if necessary): The property is zoned Commercial III (C-3) and the current use is RV sales and service. The Town Council recently approved amendments to the Land Use Ordinance Article 3. Definitions modifying retail sales, automotive sales, and retail sales, outdoor and Article 5 Performance Standards, retail sales, outdoor to address recreational vehicles outdoor display and sales areas (Order 25-001) that reclassify the principal use on this property to be a conforming use. The repair service use requires conditional use approval in in the C-3 District. Requested Use of the Property (Use extra paper, if necessary): No change in use is requested. FRHP Lincolnshire, LLC is requesting the review of the addition of the canopy on the back side of the new sales and service building.									

CONDITIONAL USE APPLICATION REQUIREMENTS

Section 120-516 of the Land Use Ordinance

The submission shall contain, five (5) copies of the following information, including full plan sets. Along with one (1)								
electronic version of the entire submission.								
 The Conditional Use Plan document/map: A) Plan size: 24" X 36" B) Plan Scale: No greater 1":100' C) Title block: Applicant's name and address Name of the preparer of plans with professional information Parcel's tax map identification (map and lot) and street address, if available Complete application submission deadline: All required submission material must be submitted to the Town of Windham Planning Department three (3) weeks before the desired Planning Board meeting. Five copies of the application and plans (The submittal must be in a bound report) Application Payment and Review Escrow A pre-submission meeting with the Town staff is required. Planning Boar serves as the Review Authority for all Conditional Use applications under Article 8 Minor of Major Subdivision Review applications under Article 9. Contact information: Windham Planning Department Minor of Major Subdivision Review applications under Article 9. 								
APPLICAN	T/PLANNER'S CHECKLIST							
Submission Requirements:		Applicant	Staff					
A. Application form and checklist.								
B. Evidence of right, title, or interest in the property								
C. Payment of application and escrow fees when the application is filed wit	C. Payment of application and escrow fees when the application is filed with the Planning Department							
D. A detailed written explanation that includes the following information, p	per <u>Section 120-516</u>							
1. Property Value. The proposed use will not depreciate the econom								
2. Wildlife Habitat. The proposed use will not depreciate the econor								
3. Botanical Species. The proposed use will not damage rare or end	angered botanical species, per ME Derp. Conservation							
4. Potable Water. The proposed us has access potable water or will	not burden the public system.							
5. Sewage Disposal. The proposed use has adequate capacity.								
6. Traffic. The proposed use has adequate sight distance.								
7. Public Safety. The proposed use will not overburden police, fire a	nd rescue services.	N						
8. Vibration. The proposed use will not produce inherently and recu	irrently generated vibrations.							
9. Noise. The proposed use shall meet the noise standards in <u>Sectio</u>	<u>n 120-8125</u> .							
10. Off-Street Parking and Loading. The proposed use meets the park	king and loading standards of <u>Section 120-812C</u> .							
11. Odors. The proposed use will not emit noxious or odorous matte	r in such quantities as to be offensive at the lot boundaries							
12. Air Pollution. No emission of dust or other form of air pollution is	permitted.							
13. Water Pollution. No discharge at any point into any private sewage	ge disposal system or stream or into the ground.							
14. Erosion and Sediment Control. The proposed use will not cause water pollution, sedimentation, erosion, nor contaminate any water supply.								
15. Hazardous Material. No use shall for any period of time discharge across the boundaries of the lot.								
 Zoning District and Performance Standards. The proposed use ma <u>120-400</u> and the applicable performance standards of <u>Section 12</u> 	······································							
17. Solid Waste Management. The proposed use shall provide for ad								

The undersigned hereby makes an application to the Town of Windham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.

Gr

APPLICANT OR AGENT'S SIGNATURE

2/18/25

Grant Duchac

PLEASE TYPE OR PRINT THE NAME

Conditional Use Permit Narrative



July 9, 2025

Conditional Use Permit Narrative

Camping World – Sales and Service 480 Roosevelt Trail Windham, ME 04062

FRHP Lincolnshire, LLC is requesting Conditional Use Permit (CUP) review and approval for RV service at their Camping World site at 480 Roosevelt Trail in the Town of Windham. The property is zoned Commercial III (C-3) and the current use is RV sales and service. The Town Council recently approved amendments to the Land Use Ordinance Article 3, Definitions modifying retail sales, automotive sales, and retail sales, outdoor and Article 5 Performance Standards, retail sales, outdoor to address recreational vehicles outdoor display and sales areas (Order 25-001) that reclassify the principal use on this property to be a conforming use. The repair service use requires conditional use approval in in the C-3 District. The Planning Board has also completed the Sketch Plan Review request.

The repair services provided at the site will be typical RV service, maintenance repairs, and cosmetic repairs/maintenance; all consistent with the current operations. Major engine repairs will not be conducted at Camping World's location.

I. Core Operations:

- Preparation of new RVs and coaches in preparation for sales and delivery to customers
- Review of service needs
- Preparation for mechanical work vehicles will be inspected and prepped under the covered awing prior to moving into the main service bays

II. Operational Characteristics:

- Hours of Operation: Typical hours of operation will be Monday thru Saturday 9:00AM to 6:00PM
- Staffing: The department will employ trained and/or certified RV technicians, service advisors, and support staff. Two to three service writers and nine to twelve technicians and support staff.

III. Potential Impacts and Mitigation Measures:

- Noise: Potential noise sources include air compressors, and the operation of power tools.
 - Mitigation measures may include:
 - Utilizing noise-reducing equipment and tools.
 - Limiting noisy operations to operating hours.
 - Ensuring proper maintenance of equipment to minimize noise, such as overhead doors.



- Traffic: The service department will generate traffic from customers dropping off and picking up their vehicles. Mitigation measures may include:
 - Designing the site access to minimize traffic congestion.
 - Staggering appointments to distribute traffic flow.
- Waste Management: The service department will generate waste materials
 - Mitigation measures will include:
 - Implementing a waste management plan that complies with all local, state, and federal regulations.
 - Utilizing licensed waste disposal companies for the removal of hazardous materials.
 - Storing waste materials in designated containers to prevent spills and contamination.
- Visual Impact: The appearance of the service department can impact the surrounding area.
 - Mitigation measures may include:
 - Maintaining a clean and well-maintained facility.
 - Utilizing building materials and colors that blend with the surrounding environment.

IV. Compliance and Regulations:

• The operation of the RV service department will comply with all applicable local, state, and federal regulations, including zoning ordinances, building codes, environmental regulations, and safety standards.

The site has been used as a sales and service facility for RV's since it was built in 1984.

The proposed project will include an approximate 5,000 sf canopy attached to the newly constructed service and sales building.

The preliminary estimated cost of development for the added canopy is \$500,000.

The proposed use will not negatively impact natural features and the environment. There are several wetlands towards the back of the site, but they will not be impacted as the proposed footprint of the RV inventory storage in this area will remain the same. There are no wildlife habitats, spawning grounds, or rare or endangered botanical species affected by the proposed work.

Adequate utilities (electric, water, sewer and refuse collection) already serve the property. The new building is proposed to be served for domestic and fire protection (sprinklered) by a Portland Water District water main connection from across Roosevelt Trail. The proposed expanded use will not burden the public system and the Portland Water District has capacity for the proposed project as shown in C1.3 and C1.3B. The existing septic system on-site can accommodate the proposed expanded use as show in C1.3 and C1.3B. There will be no negative impacts to the groundwater.

There will also be no negative impacts to the existing traffic, utilities, and market of the site. The existing use and operations of the site will remain consistent. The proposed use will not



depreciate the economic value of surrounding properties, and the use will not overburden police, fire and rescue services. Emergency vehicles can readily access the development. There will be no negative impacts to the public or surrounding properties due to vibrations, noise or odors. No hazardous materials will be used with the proposed RV sales and service use. The use will not generate and vibrations, shall meet the noise standards in Section 120-812S and will not emit noxious or odorous matter. The use will not generate any air pollution or water pollution by means of discharging into any private sewage disposal system, stream, or into the ground. Erosion and sedimentation deposit will be controlled with the proposed use and will not cause water pollution.

The proposed development is designed to meet the intent of the zoning ordinance. Construction, operation, and maintenance will also comply with all applicable ordinance standards. The proposed project will not have any negative impact on the community or neighboring properties. The building and site will continue to blend in with the character of the neighborhood as an enhanced improvement.

Camping World Operation & Safety

Physical Hazard Emergency Procedures

Chemical Spill

Maine DEP Emergency Spill Hotline: (800) 482-0777

Small Spills

- 1. Notify the General Manager and/or your supervisor.
- 2. Secure the area (with caution tapes or cones) to prevent other personnel from entering.
- 3. Deal with the spill in accordance with the instructions described in the product's safety data sheet (SDS).
- 4. Wear all PPE required in the SDS.

Large Spills

- 1. Immediately notify the General Manager and call 911 if necessary.
- 2. Contain the spill with the equipment in the spill containment containers.
- 3. Secure the area to prevent others from entering and alert all site associates.
- 4. Do not attempt to clean up the spill.
- 5. Attend to injured associates.
- 6. Evacuate building if necessary.
- 7. Contact a specialized clean up firm.

Camping World's Financial Capacity



June 27, 2025

Town of Winham Major Site Plan Financial Capacity

Camping World – Sales and Service 480 Roosevelt Trail Windham, ME 04062

FRHP Lincolnshire, LLC is proposing a canopy addition to their existing Camping World site at 480 Roosevelt Trail in Windham, Maine. The proposed project will include adding a canopy to the south east portion of the newly constructed sales and service building.

The proposed project has an estimated construction cost of \$500,000.

The project will be self-financed by Camping World. Financial filings for Camping World can be accessed at the link below to indicate the availability of liquid assets to finance the development.

XBRL Viewer

Deed Showing Camping World's Interest in Property

FIRST AMERICAN TITLE

This document prepared by and return to:

Kirkland & Ellis LLP 300 North LaSalle Street Chicago, IL 60654 Attn: Samantha August

Mail tax statements to:

FRHP 3, LLC 250 Parkway Drive, Suite 270 Lincolnshire, IL 60069

DLN: **1002240219935**

QUITCLAIM DEED

(With Covenant)

FRHP LINCOLNSHIRE, LLC, a Minnesota limited liability company ("Grantor"), for consideration paid, grants to **FRHP 3, LLC**, a Delaware limited liability company ("Grantee"), with **QUITCLAIM COVENANT**, the land together with the buildings and improvements thereon in Cumberland County, Maine, bounded and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

subject to the permitted exceptions described on Exhibit "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF the undersigned, as President of said FRHP Lincolnshire, LLC, a Minnesota limited liability company, has hereunto set their hand and seal this 29 day of www. 2022.

GRANTOR:

FRHP LINCOLNSHIRE, LLC, a Minnesota limited liability company

By: Name: Brei

Title: President

State of Illinois County of Lake, SS.

103LME ØL

november 2 2022.

Then personally appeared the above-named Brent Moody, as President of FRHP Lincolnshire, LLC, a Minnesota limited liability company, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

OFFICIAL SEAL MAURICIO RODRIGUEZ NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 2/16/26

Notary Public / Maine-Attorney at Law Print Name: <u>Manuscicia Poer grez</u> Commission Expires: <u>2/16</u> 2 **b**-Maine Bar No.: _____

EXHIBIT A

LEGAL DESCRIPTION

Parcel I

A certain parcel or lot of land situated in said Windham, County of Cumberland and State of Maine, being more particularly bounded and described as follows:

Beginning at the most easterly comer of land now or formerly owned by E.G. and Wilson Ward lying on the southerly side of the "New Road", so-called, leading from Raymond to Portland; thence on the southerly side of said Road in a southeasterly course to the division fence between land now or formerly owned by Joseph B. Jordan and Isaac R. Jordan; thence southwesterly on the line of said fence to land now or formerly owned by John M. Webb; thence northwesterly on the line of said Webb's land to land now or formerly owned by said E. G. and Wilson Ward, and thence to the first named bounds.

The above-described premises are conveyed together with and subject to any and all easements or encumbrances of record, insofar as the same are in force and applicable.

Parcel 2

A certain parcel of land situated on the southwesterly side of Roosevelt Trail in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the southwesterly sideline of Roosevelt Trail at land now or formerly of SS Realty, LLC as described in a deed recorded in Book 31012, Page 281 in the Cumberland County Registry of Deeds (CCRD);

Thence, South 53° 41' 09" East, by and along the southwesterly sideline of Roosevelt Trail, a distance of 134.07 feet to land now or folmerly of Lee's Family Trailer Acquisition, LLC as described in a deed recorded in Book 33935, Page 203, CCRD;

Thence, South 36° 18' 56" West, y and along land of Lee's Family Trailer Acquisition, LLC and land now or formerly of William Stultz and Andrea Stults as described in a deed recorded in Book 32885, Page 97 CCRD, a distance of 737.19 feet;

Thence, North 53° 41' 04" West a distance of 295.73 feet to a point of curvature;

Thence, northerly by and along a curve concave to the left having a radius of 225.00 feet, an arc distance of 290.47 feet, said curve has a chord which bears North 17° 56' 14" West a distance of 270.7 feet;

Thence, North 54° 55' 17" West a distance of 6/13 feet to the southeasterly sideline of Danielle Drive;

Thence, North 35° 04' 43" East, by and along the southeasterly sideline of Danielle Drive, land now or formerly of Biskup Properties, LLC as described in Book 26241, Page 142 CCRD and land

now or formerly of Shawn Cohen and Jean Cohen as described in a deed recorded in Book 19350, Page 79 CCRD, a distance of 579 .29 feet to the southwesterly sideline of Roosevelt Trail;

Thence, South 53° 41' 07" East, by and along the southwesterly sideline of Roosevelt Trail, a distance of 50.01 feet to land of SS Realty, LLC;

Thence, South 35° 04' 43" West, by and along land of SS Realty, LLC a distance of 516.00 feet;

Thence South 53° 39' 53" East, by and along land of SS Realty, LLC a distance of 338.00 feet;

Thence North 36° 24' 40" East by and along land of SS Realty, LLC a distance of 516.00 feet to the Point of Beginning.

Bearings are Grid North.

Parcel 3

A certain lot or parcel of land lying on the southwesterly side of Roosevelt Trail (Route 302) in the Town of Windham, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the southwesterly sideline of Roosevelt Trail at a 5/8" capped iron rod (PLS 2320") at the northeasterly comer of land now or formerly of Shawn F. Cohen and lean M. Cohen as described in a deed recorded in the Cumberland County Registry of Deeds in Book 19350, Page 79.

Thence:

1) South 53°42'03" East by said Roosevelt Trail a distance of Fifty and 01/100 (50.01) feet to a point at the northwesterly comer of "DMK Parcel" as shown on a plan entitled "ALTA/ACSM Land Title Survey" made for Oak Engineers by Titcomb Associates dated April 26, 2011 and revised through May 6, 2011.

2) South 35°03'46" West by said DMK parcel a distance of Five Hundred Sixteen and 00/100 (516.00) feet to a point

3) South 53°40'50" East by said DMK Parcel a distance of Three Hundred Thirty-Eight and 00/100

(338.00) feet to a point.

4) North 36°23'43" East by said DMK Parcel a distance of Five Hundred Sixteen and 00/100 (516.00) feet to a point in the southwesterly sideline of said Roosevelt Trail,

5) South 53°42'03" East by said Roosevelt Trail a distance of One Hundred Thirty-Four and 08/100

3

(134.08) feet to a point at the northwesterly comer of land now or formerly of Lee's Family Trailer Sales & Service as described in a deed recorded in said Registry in Book 6460, Page 312.

6) South 36° 17'59" West by said land of Lee's Family Trailer Sales & Service and by land now or formerly of Peter A. Woodbury and Marry lee B. Woodbury as described in a deed recorded in said Registry in Book 4076, Page 38 a distance of One Thousand One Hundred Forty-Six and 87/100 (1,146.87) feet to a point at the northeasterly comer of land now or formerly of Windham Hill Woods Condominiums as described in a deed recorded in said Registry in Book 8987, Page 256.

7) North 53° 19'49" West by said land of Windham Hill Woods Condominiums a distance of Five Hundred Nine and 40/100 (509.40) feet to a point and land now or formerly of DKD LLC as described in a deed recorded in said Registry in Book 15379, Page 40.

8) North 35°03'46" East by said land of DKD LLC; by the terminus of Danielle Drive; by land now or formerly of Biskup Properties, LLC as described in a deed recorded in said Registry in Book 26241, Page 142; and by said land of Cohen a distance of One Thousand One Hundred Forty-Three and 84/100 (1,143.84) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

Excepting and reserving from said conveyance the following:

Beginning on the southwesterly sideline of Roosevelt Trail at land now or formerly of SS Realty, LLC as described in a deed recorded in Book 31012, Page 281 in the Cumberland County Registry of Deeds (CCRD);

Thence South 53° 41' 09" East, by and along the southwesterly sideline of Roosevelt Trail, a distance of 134.07 feet to land now or formerly of Lee's Family Trailer Acquisition, LLC as described in a deed recorded in Book 33935, Page 203 CCRD;

Thence South 36° 18' 56" West, by and along land of Lee's Family trailer Acquisition, LLC and land now or formerly of William Stultz and Andrea Stultz as described in a deed recorded in Book 32885 Page 97 CCRD, a distance of 737.19 feet;

Thence North 53° 41' 04" West a distance of 295.73 feet to a point of curvature;

Thence northerly by and along a curve concave to the left having a radius of 225.00 feet, an arc distance of 290.47 feet, said curve has a chord which bears North 17° 56' 14" West a distance of 270.72 feet;

Thence North 54° 55' 17" West a distance of 6.13 feet to the southeasterly sideline of Danielle Drive;

Thence North 35° 04' 43" East, by and along the southeasterly sideline of Danielle Drive, land now or formerly of Biskup Properties, LLC as described in Book 26241, Page 142 CCRD and land

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now or formerly of Shawn Cohen and Jean Cohen as described in a deed recorded in Book 19350, Page 79 CCRD, a distance of 579.29 feet to the southwesterly sideline of 1 Roosevelt Trail;

Thence South 53° 41' 07" East, by and along the southwesterly sideline of Roosevelt Trail, a distance of 50.01 feet to land of SS Realty, LLC;

Thence South 35° 04' 43" West, by and along land of SS Realty, LLC, a distance of 516.00 feet;

Thence South 53° 39' 53" East, by and along land of SS Realty, LLC, a distance of 338.00 feet;

Thence North 36° 24' 40" East, by and along of SS Realty, LLC, a distance of 516.00 feet to the Point of Beginning.

The above-described premises are conveyed together with and subject to any and all easements or encumbrances of record, insofar as the same are in force and applicable.

MEANING AND INTENDING to convey, and hereby conveying, the same premises conveyed to FRHP Lincolnshire, LLC by deed dated April 6, 2020, from Lee's Family Trailer Acquisition, LLC and recorded in the Cumberland County Registry of Deeds in Book 38058, Page 108.

RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS 12/02/2022, 11:30:54A Register of Deeds Jessica M. Spaulding E-RECORDED

EXHIBIT B

PERMITTED EXCEPTIONS

1. The exact acreage or square footage being other than as stated in Schedule A or the plan(s) therein referred to.

2. Taxes and assessments for the fiscal year 2022/2023, and subsequent years.

3. Rights and easement from Arthur G. Harriman and Elizabeth B. Harriman to Central Maine Power Company and New England Telephone and Telegraph Company as set forth in an instrument dated August 16, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3611, Page 95 (affects Parcel 1).

4. Rights and easements from Ronald C. Riley and Patricia A. Riley to Central Maine Power Company and New England Telephone and Telegraph Company as set forth in an instrument dated April 14, 1976 and recorded in the Cumberland County Registry of Deeds in Book 3860, Page 106 and dated July 6, 1974 and recorded in said registry in Book 3892, Page 170 (affects Parcel 1).

5. Easement Deed from Lee's Family Trailer Sales to Central Maine Power Company and New England Telephone and Telegraph Company recorded March 11, 1994 in the Cumberland County Registry of Deeds in Book 11328, Page 144 (affects Parcel 1).

6. Easement and Maintenance Agreement by and between DMK Development-Windham, LLC and Skillin's Windham, LLC dated August 3, 2011 and recorded in the Cumberland County Registry of Deeds in Book 28897, Page 281 (affects Parcel 2).

7. Such state of facts as shown on a plan entitled "ALTA/ACSM Land Title Survey, Property to be Conveyed to Skillin's Windham, LLC by Titcomb Associates dated April 30, 2011, last revised July 7, 2011 and recorded as an Exhibit B to the above-referenced Easement and Maintenance Agreement.

8. Access and Utility Easement described in a deed from Moose Landing North, LLC to Lee's Family Trailer Acquisition, LLC dated November 12, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37482, Page 138 to the extent that it differs from the description in the above referenced Easement and Maintenance Agreement recorded in said registry in Book 28897, Page 281.

9. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Curtis J. Haslip of Sitelines, PA for The Matthews Company, Inc. on August 25, 2022, designated Job No. 21-01-07001:

a.) Subject property's gravel drive and inventory storage encroach on abutting property, as shown on survey.

b.) Abutter's gravel drive and parking encroach on subject property, as shown on survey.

11. Rights of parties in possession, as tenants only, under unrecorded leases.

Documentation Showing FRHP 3 LLC's Relation to Camping World

LEASE AGREEMENT

This Lease Agreement (this "*Lease*") dated as of <u>November 29</u>, 2022 (the "*Commencement Date*"), is executed by and between **FRHP 3** LLC, a Delaware limited liability company ("*Landlord*"), having an address at 250 Parkway Drive, Suite 270, Lincolnshire, IL 60069, and **CAMPING WORLD RV SALES, LLC**, a Minnesota limited liability company ("*Tenant*"), having an address at 250 Parkway Drive, Suite 270, Lincolnshire, IL 60069.

RECITALS:

WHEREAS, Landlord and Tenant desire to enter into this Lease for Tenant's leasing of the certain real property and the improvements located at 480 Roosevelt Trail, Windham, Cumberland County, Maine (collectively, the "*Premises*").

NOW, THEREFORE, in consideration of the Premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **RECITALS**. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. **GRANT OF LEASE.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for any lawful purpose, including, without limitation, the purpose of the receiving, storage, distribution, shipping, sale, and rental of hunting (including firearms and ammunition), marine, fishing, camping, recreational vehicles, and outdoor apparel, products, parts, equipment, and related accessories.

3. **TERM/TERMINATION**.

a. The initial term of this Lease (the "*Initial Term*") shall be for a period of ten (10) years commencing on the Commencement Date (as such term is defined in Section 21 hereof), unless sooner terminated as provided herein.

b. If Tenant is not in default with respect to any of its obligations under the terms and conditions of this Lease after notice and expiration of any applicable cure period, Tenant shall have the option to renew this Lease for four (4) consecutive renewal terms of five (5) years each (each, a "*Renewal Term*" and each Renewal Term exercised by Tenant together with the Initial Term, the "*Term*"), subject to the following terms and conditions:

- i. Each Renewal Term shall be upon the same terms and conditions of this Lease, except that the Rent shall be as set forth in Section 4 below
- ii. Tenant's options to renew shall be exercised by giving written notice to Landlord of Tenant's election to renew at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term then in effect, as applicable. In the event Tenant does not elect to renew, then the subject renewal option, and all other unexercised renewal options, shall be deemed waived and of no further force and effect.

c. Upon the expiration or termination of this Lease, Tenant shall remove Tenant's furniture, fixtures, equipment, and other personal property from the Premises, without any damage, injury, or disturbance to the Premises.

d. Any holding over by the Tenant after the expiration of the Term of this Lease, or any extension thereof, shall be as a tenant from month to month upon all the terms hereof applicable to a month-to-month tenancy unless otherwise mutually agreed to in writing between the parties.

4. **RENT**.

a. Commencing on the Commencement Date and continuing during the Initial Term (*i.e.*, through <u>November 29, 2032</u>), Tenant shall pay Landlord base rent ("*Base Rent*") each month for the use and occupancy of the Premises in an amount that Landlord reasonably determines from time to time is required to satisfy that portion of the "Consolidated Debt Service Coverage Ratio" for the "Mortgaged Real Properties" (as such terms are defined in that certain Credit Agreement dated as of October 27, 2022 by and among the entities listed on Schedule 1 attached hereto and Manufacturers and Traders Trust Company, as administrative agent for the lenders party thereto (the "*Credit Agreement*") that is allocated to the Premises. Base Rent shall be paid in U.S. dollars, in advance, without notice or invoice from Landlord, on the first day of each and every month during the Term. In the event the Commencement Date shall commence on a day other than the first day of a month, the Base Rent for the period from the Commencement Date until the first day of the month next following shall be prorated accordingly. All payments of Rent shall be paid or mailed to Landlord at the address set forth above or to such other payee or address as Landlord may designate to Tenant.

b. Effective as of each Adjustment Date (as defined below), the Base Rent shall be increased by an amount equal to (a) the Base Rent for the then expiring lease year multiplied by (b) one hundred percent (100%) of the CPI Increase (as defined below); provided, however, in no event shall the percentage increase in Base Rent on any Adjustment Date exceed ten percent (10%) of the Base Rent for the then expiring lease year. Base Rent shall be increased as of each Adjustment Date, including for each Adjustment Date of any Renewal Term which is timely exercised by Tenant. Base Rent as so adjusted shall remain in effect at the same amount for each of the five (5) succeeding lease years of any Renewal Term, if applicable, beginning on the Adjustment Date. In no event shall Base Rent be decreased, regardless of any decrease in the CPI Index measured over any period of time. As used herein, (i) the "CPI Increase" shall mean and be equal to the percentage increase in the CPI Index (as defined below) between (A) the CPI Index for the month which is one hundred and twenty two months prior to the Adjustment Date for the first Renewal Term and sixty-two months prior to the Adjustment Date with respect to each Renewal Term thereafter, and (B) the CPI Index for the month which is two months prior to the Adjustment Date, (ii) the "CPI Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S.A. Area, 1982-1984 = 100, as published by the Bureau of Labor Statistics, United States Department of Labor (U.S. City Average) and (iii) the "Adjustment Date" shall mean the first day of the sixth (6th) lease year and the first day of any Renewal Term. If the CPI Index is discontinued, the CPI Index shall then mean the most nearly comparable index published by the Bureau of Labor Statistics or other official agency of the United States Government as reasonably determined by Landlord.

5. **MAINTENANCE AND REPAIRS**. Tenant shall maintain the Premises in good condition and repair and free from all debris. Tenant shall not be responsible to make any capital repairs to the Premises. Notwithstanding the foregoing or anything to the contrary contained herein, Landlord covenants and agrees, at its expense without reimbursement or contribution by Tenant, to keep, maintain, repair and replace, if necessary, (i) the structural systems, if any, of the Premises; (ii) the exterior and/or subsurface utilities, including the plumbing system, electrical system, utility lines

and the sprinkler mains, if any; (iii) fencing surrounding the Premises, if any; and (iv) parking lot surface or gravel, if any, in good condition and repair.

6. **DEFAULT**.

a. The occurrence of any of the following shall constitute an event of default under the terms and conditions of this Lease ("*Default*"): (i) nonpayment of any Base Rent (or any part thereof) or other monetary obligations within five (5) days following written notice; (ii) any breach of any of the other non-monetary terms, conditions, stipulations or covenants by Tenant (other than nonpayment of any sums designated as Base Rent hereunder), as set forth in this Lease which is not cured within thirty (30) days following written notice; provided, however, if the nature of such Default is such that Tenant cannot cure same within such thirty (30) day period, then if Tenant promptly commences and continuously and diligently proceeds to cure such Default, the cure period for such non-monetary Default shall be extended up to a total of ninety (90) days to permit completion of such cure.

b. Upon the occurrence of any Default which is not cured following notice and within applicable cure period(s), Landlord shall be entitled to declare the Lease terminated and bring an action against Tenant or bring such other proceeding as it shall deem appropriate to dispossess Tenant from the Premises and/or exercise other remedies available to Landlord, available at law or in equity.

7. **COMPLIANCE WITH LAWS**. Tenant agrees to comply with all statutes, rules of law, codes, ordinances, orders, judgments, decrees, rules, regulations, policies, requirements or administrative or judicial determinations, of every duly constituted governmental authority, court, or agency, now or hereafter enacted or in effect having jurisdiction over the Premises. Tenant shall procure and maintain in effect at all times during the Term all applicable business licenses and permits applicable to the conduct of its business at the Premises.

8. TAXES/UTILITIES.

a. Tenant shall be responsible for and shall pay or cause to be paid on or before the date when due and payable, all real property taxes, general assessments, special assessments, and sales and use tax which may be levied or assessed against the Premises by any lawful authority for each calendar year or portion thereof commencing on the Commencement Date and ending upon the termination date of this Lease.

b. Tenant shall be responsible for and shall pay or cause to be paid on or before the date when due and payable, all utilities at the Premises, including, without limitation, (i) electricity, (ii) water, and (iii) sewer.

9. **TENANT'S INSURANCE.**

a. For the mutual benefit of Landlord and Tenant, Tenant shall during the Term cause to be issued and maintained general liability insurance in the sum of at least two million dollars (\$2,000,000) insuring the Tenant against liability for injury and/or death occurring in or on the Premises. Landlord shall be named as an additional insured. The Tenant shall maintain all such insurance in full force and effect during the Term and shall pay all premiums for the insurance. Evidence of insurance and of the payment of premiums shall be delivered to Landlord prior to Tenant using the Premises.

b. Tenant shall at all times during the Term keep, at Tenant's sole expense, all of Tenant's personal property, including trade fixtures and equipment of Tenant that may be on or in the

Premises from time to time, insured against loss or damage by fire and by any peril included within fire and extended coverage insurance for an amount that will insure the ability of Tenant to fully replace the personal property, trade fixtures, and equipment.

c. Each of Landlord and Tenant hereby releases the other party from any and all liability and responsibility (to the other or to anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any other casualty to the extent such loss or damage is covered by insurance carried by the releasing party, even if such other fire or casualty or loss or damage to property shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.

10. **INDEMNIFICATION**.

a. Tenant shall indemnify, protect, and hold harmless Landlord and its employees, officers, directors, representatives, and agents herein, from any loss, cost, damage, death, or expense to persons or property, while in, on, or about the Premises during the term of this Lease resulting from Tenant's presence in and use of the Premises, except to the extent caused by the gross negligence or willful act of Landlord or the employees or agents of Landlord.

b. Landlord shall indemnify, protect, and hold harmless Tenant and its employees, officers, directors, representatives, and agents herein, from any loss, cost, damage, death, or expense to persons or property, while in, on, or about the Premises during the term of this Lease resulting from Landlord's negligence and intentional misconduct, except to the extent caused by the gross negligence or willful act of Tenant or the employees or agents of Tenant.

ENVIRONMENTAL. Tenant covenants and agrees that it will not cause or permit the 11. generation, storage, transportation, disposal, release or discharge of any hazardous material, hazardous waste, hazardous substance, solid waste, petroleum product, asbestos or pollutant upon, in, over or under the Premises and that Tenant, its assignees, invitees, contractors, sublessees, transferees or licensees will not become involved in the operation at the Premises which could lead to the imposition on Landlord or the Premises of any liability under the Resource Conservation Recovery Act, 42 USC 6901, et seq., etc. ("RCRA"), the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC 9601, et seq., etc. ("CERCLA"), or any other federal, state, or local ordinance, law or regulation regarding environmental matters or hazardous substances and that Tenant shall comply with all such federal, state, and local environmental rules, laws and regulations which exist as of the Commencement Date or as may exist from time to time. Tenant does hereby indemnify and hold Landlord harmless for all loss, cost or expense including, but not limited to, any investigation of site conditions or any clean-up, remediation, removal, restoration work and/or attorneys' fees and court costs through all trial and appellate levels as the result of Tenant's breach of its obligations as set forth herein. The provisions of this Section shall survive any termination of this Lease. Tenant shall bear all costs associated with removal, construction, reconstruction, and the like in the event materials described herein are discovered at any time during the term of this Lease with respect to hazardous substances caused to be present as a result of Tenant's acts.

12. **DAMAGES**. Tenant is responsible for any damages Tenant causes to the Premises beyond normal wear and tear.

13. **WAIVER AGREEMENT**. Landlord acknowledges that Tenant has granted to Tenant's lender a security interest in all or substantially all of Tenant's assets, including, without limitation, the recreational vehicles that Tenant may park on the Premises. Upon mutual execution of this Lease, Landlord agrees to execute Tenant's lender's form Waiver Agreement.

14. **NOTICES**. Any notices, demands or requests required or permitted to be given hereunder must be in writing and shall be deemed to be given (i) when hand delivered, or (ii) one (1) business day after delivery to FedEx or similar overnight service for next business day delivery, or (iii) three (3) business days after deposit in the U.S. mail first class postage prepaid. In all cases notices shall be addressed to the parties at their respective addresses as set forth above.

15. **GOVERNING LAW/ATTORNEYS' FEES.** This Lease is governed by the laws of the state where the Premises is located. In the event that any suit or action is instituted by either of the parties hereto against the other to enforce compliance with any of the terms, covenants or conditions of this Lease or for damages for breach of this Lease, the unsuccessful party shall, in addition to costs and disbursements provided by statute, pay to the successful party such sums of money as any court of competent jurisdiction may adjudge reasonable as attorneys' fees in such suit or action, including those incurred at the trial and all appellate levels.

16. **AUTHORITY; MULTIPLE PARTIES; EXECUTION.**

a. If either party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf.

b. This Lease may be executed by the parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

17. **ASSIGNMENT/SUBLETTING**. Tenant may not assign this Lease without Landlord's prior written consent, except to any person controlling, controlled by, or under common control with Tenant. The concept of control, controlling or controlled, as used in the immediately preceding sentence, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another, whether through the ownership of voting securities, by contract or otherwise. No assignment shall release Tenant from its liability under this Lease unless otherwise agreed to by Landlord. Tenant may not sublet all or any portion of the Premises without Landlord's prior written consent which shall not be unreasonably withheld, conditioned, or delayed.

18. **QUIET ENJOYMENT.** If, and so long as, Tenant pays the Base Rent and installments due and payable under this Lease and keeps and performs each and every term, covenant and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Premises without hindrance, molestation, or interference by Landlord.

19. **SUBORDINATION**. This Lease, Tenant's interest hereunder and Tenant's leasehold interest in and to the Premises are hereby made junior, inferior, subordinate and subject in right, title, interest, lien, encumbrance and priority to: (i) any mortgage now or hereafter in force and effect upon or encumbering Landlord's interest in the Premises, or any portion thereof; (ii) any collateral assignment by Landlord to any third party of any of Landlord's rights under this Lease, and (iii) all future modifications, extensions, renewals, consolidations and replacements of, and all amendments and supplements to any such mortgage or assignment. Upon recording of any such mortgage or assignment, the same shall be deemed to be prior and superior in priority, lien and encumbrance to this Lease, Tenant's interest hereunder and Tenant's leasehold interest in and to the Premises. The foregoing subordination provisions of this Section shall be automatic and self-operative without the necessity of the execution of any further instrument or agreement of subordination on the part of Tenant.

20. **ATTORNMENT**. Tenant shall and hereby agrees to attorn, and be bound under all of the terms, provisions, covenants, and conditions of this Lease, to any successor of the interest of Landlord

under this Lease for the balance of the Term of this Lease remaining at the time of the succession of such interest to such successor. In the event that any proceedings are brought for the foreclosure of any mortgage or security interest encumbering or collateral assignment of Landlord's interest in the Premises, Tenant shall attorn to the purchaser at any such foreclosure sale and recognize such purchaser as Landlord under this Lease, subject, however, to all of the terms and conditions of this Lease. Tenant agrees that neither the purchaser at any such foreclosure sale nor the foreclosing mortgagee or holder of such security interest or collateral assignment shall have any liability for any act or omission of Landlord, be subject to any offsets or defenses which Tenant may have as claim against Landlord or be bound by any advance rents which may have been paid by Tenant to Landlord for more than the current period in which such rents come due.

21. **MISCELLANEOUS**. This Lease is the entire agreement between Tenant and Landlord. It supersedes all prior agreements. This Lease may not be modified, except in writing signed by both parties. If more than one party signs this Lease as Tenant, the obligations of such parties shall be joint and several.

22. **WAIVER OF JURY TRIAL**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM OR THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD'S ACCEPTING THIS LEASE.

[SIGNATURE PAGE FOLLOWS]

(Signature Page to 480 Roosevelt Trail, Windham, ME Lease Agreement)

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first mentioned, the corporate party or parties by its or their proper officers thereto duly authorized.

TENANT:

CAMPING WORLD RV SALES, LLC,

a Minnesota limited liability company

By: Name: Brent Title: President

LANDLORD:

FRHP 3, LLC,

a Delaware limited liability company

By Name: Brent Moody Title: President

Camping World's Maine LLC Standing



Corporate Name Search

Information Summary

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Fri Jan 17 2025 14:41:50. Please print or save for your records.

Legal Name Charter Number		Filing Type	Status				
CAMPING WORLD RV SALES, LLC	20211078FC	LIMITED LIABILITY COMPANY DOING BUSINESS IN MAINE	GOOD STANDING				
Qualification Date	Expiration Date	Jurisdiction					
02/25/2021	N/A	MINNESOTA					
Other Names		(A=Assumed ; F=Form	ier)				
CAMPING WORLD	RV SALES	А					
Principal Home Of	fice Address						
Physical		Mailing					
2 MARRIOTT DRIV LINCOLNSHIRE, IL		2 MARRIOTT DRIVE LINCOLNSHIRE, IL 60069					
Clerk/Registered A	gent						
Physical		Mailing					
C T CORPORATION 3 CHASE AVENUE AUGUSTA, ME 0433		C T CORPORATION SYSTEM 3 CHASE AVENUE AUGUSTA, ME 04330					

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