

**CONTRACT ZONING AGREEMENT BETWEEN  
HANCOCK LEASING LIMITED LIABILITY COMPANY AND THE  
INHABITANTS OF THE TOWN OF CASCO**

This Contract Zoning Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the INHABITANTS OF THE TOWN OF CASCO, a body corporate and politic, located in the County of Cumberland and State of Maine, with a mailing address of 635 Meadow Road, Casco, Maine 04015 (hereinafter “the Town”), Hancock Leasing Limited Liability Company, a Maine Limited Liability Company with a mailing address of 1267 Poland Spring Road, Casco, Maine 04015 (hereinafter the “Owner”).

WITNESSETH:

WHEREAS, the Owner seeks to develop property located in the vicinity of Meadow Road and Edes Falls Road, identified in the Town tax maps as Map 43, Lots 23, 23-3 and 24, as further described in (1) a deed to the Owner from Spurwink Services Incorporated, dated June 7, 2019 and recorded in the Cumberland County Registry of Deeds in Book 35700, Page 148 and (2) a deed to the Owner from Hancock Leasing Partnership, dated August 15, 1995 and recorded in the Cumberland County Registry of Deeds in Book 12062, Page 96 (collectively, the “Property”); and

WHEREAS, the Owner seeks to develop the Property by removing two existing buildings and the existing parking and driveways associated with those buildings and replacing them with up to five (5) single-family homes, an access road and driveways, and to make certain shorefront improvements, subject to the limitations set forth herein (the “Development”); and

WHEREAS, the Owner seeks to modify the Village District zoning requirements applicable to the Property in order to facilitate the Development; and

WHEREAS, the proposed development addresses, among others, the following goals and guidelines of the Town’s Comprehensive Plan:

- To preserve Casco’s rural character while providing adequate areas for residential development;
- To direct projected residential growth to growth areas;
- To provide opportunities for adequate and safe housing for all segments of Casco’s population;“ and
- To protect the State’s critical natural resources, including shorelands.

WHEREAS, the reduction of the existing impervious area on the north side of Edes Falls Road and replanting of the area where the large parking lot now exists will benefit overall water quality by reducing the pollutant impacts associated with impervious areas, will better define the travel way of Edes Falls Road, will improve the aesthetic quality of the neighborhood, will be consistent with the residential uses in the Village District; will generate less traffic than would be

generated by a commercial or other reuse of the existing large buildings and will add to the Town's tax base; and

WHEREAS, the removal of the former Spurwink building and the Hancock Administration building, together with their associated parking and driveways, and the subsequent residential development of the Property will result in an overall reduction of approximately 1,000 square feet of impervious surface in that area; and

WHEREAS, the Casco Planning Board reviewed this proposed rezoning and recommended its approval after a public hearing held on \_\_\_\_\_, 2021; and

WHEREAS, the Casco Select Board has reviewed the proposal and has approved of the terms set forth in this Agreement; and

WHEREAS, the Town, by and through its Town Meeting, has determined that said rezoning will be pursuant to and consistent with the Comprehensive Plan and will meet the requirements of 30-A M.R.S. § 4352(8) and therefore has authorized the execution of this Contract Zoning Agreement on \_\_\_\_\_, 2021;

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

1. Amendment of Zoning Map. The Town will amend the Zoning Map of the Town of Casco, as amended, a copy of which is on file at the Town Office and which is incorporated by reference in the Zoning Ordinance, Section 215-4.2, by adopting the map change amendment shown on Exhibit 1.

2. Land use requirements. Except as expressly stated herein, the Property shall be used and developed in accordance with the Village District provisions and requirements, as well as other applicable provisions of the Zoning Ordinance and the Subdivision Ordinance.

3. Dimensional Requirements and Uses. The following revisions to the requirements of the Village District shall be allowed on the Property:

a. The maximum number of dwelling units allowed on the Property shall be five (5).

b. The required front setbacks shall be twenty (20) feet. This shall apply along both Meadow Road and Edes Falls Road.

c. The existing garage structure on the Property shall be allowed to remain and may be repaired and improved in its current location.

4. Site improvements. The Owner shall make the following site improvements as part of the redevelopment of the Property:

- a. Remove the existing parking area located on the north side of the Edes Falls Road.
- b. Plant a riparian buffer between Mill Brook and Edes Falls Road.
- c. Remove the paved parking on the south side of Edes Falls Road.
- d. Replant the area described in subsection (c) with vegetation.
- e. Remove the two (2) sets of buildings, including those on the prior Spurwink property and the Hancock Administration building, and the parking and access roads associated with those buildings, with the area to be improved with the proposed single-family homes, parking, driveways and access for the Development.
- f. The existing garage structure shall be retained on the Property and may be repaired and improved in its current location.
- g. The specific plans for these site improvements will be designed and approved as part of the required subdivision and site plan review and approval process for the Development.

5. New England style homes. The Owner shall develop the residential structures as New England style homes, in general keeping with the Village.

6. Restrictions on shorefront lot. The Owner shall limit the use of the lot frontage on Pleasant Lake as follows:

- a. Use of the area shall be limited to the owners of the residential structures on the Property and their invitees.
- b. There shall be a no more than one (1) dock installed on the Property, which shall be limited to use for non-motorized watercraft and for swimming.
- c. The number of moorings shall not exceed three (3) and the moorings shall comply with all applicable requirements of the Town of Casco Mooring Regulations set forth in Chapter 98 of the Town Code, or any successor provisions.

7. Agreement to Be Recorded. The Owner shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds and shall submit proof of recording to the Casco Code Enforcement Officer before any site work is undertaken or any building permits are issued.

8. Amendments to Agreement. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the property and shall be amended only upon further written agreement of the parties or any successors in interest to the Property.

9. Site Plan and Subdivision Review. Approval of this Agreement will not serve as a waiver of site plan or subdivision review if otherwise required under those Ordinance provisions.

10. Transferability. It is expressly understood between the parties that the Owner may transfer the Property to a related corporate entity, which would then be responsible for the proposed development.

The above stated restrictions, provisions, and conditions, are an essential part of the rezoning, shall run with the Property, shall bind and benefit the Owner, its successors and assigns, and any party in possession or occupancy of the 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. If any of the restrictions, provisions, conditions, or portions of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such determination shall not affect the validity of the remaining portions hereof.

Except as expressly modified herein, the use, development and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance, the Subdivision Ordinance and all other applicable Town ordinances. This contract rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S. § 4452) and the Town's land use ordinances. Following any determination of a zoning or other land use violation by the Court or the Code Enforcement Officer, the Town, after recommendation of the Planning Board, may amend, modify or rescind the Contract Zone and rezone the Property to the prior or any successor zoning districts through vote of the Town Meeting.

In the event that the Owner fails to develop the Property in accordance with this Agreement, or in the event of any other breach of any condition set forth in this Agreement, the Select Board shall have the authority, after hearing, to resolve the issue resulting in the breach or the failure to develop or operate. The resolution may include a recommendation to the Town Meeting to rezone the Property to the prior or any successor zoning districts. In such an event, the Property shall then be used only for such other uses as are otherwise allowed by law.

WITNESS:

INHABITANTS OF THE TOWN OF CASCO

\_\_\_\_\_

By: \_\_\_\_\_,  
\_\_\_\_\_, Town Manager,  
(duly authorized by Town Meeting vote on  
\_\_\_\_\_, 2021)

HANCOCK LEASING LIMITED LIABILITY  
COMPANY

\_\_\_\_\_

By: \_\_\_\_\_  
Kevin Hancock, its \_\_\_\_\_

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2021

Personally appeared the above-named \_\_\_\_\_, in his/her capacity as Town Manager for the Town of Casco, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of the Town of Casco.

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

\_\_\_\_\_  
Print Name

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2021

Personally appeared before me the above-named Kevin Hancock, in his capacity as \_\_\_\_\_ of Hancock Leasing Limited Liability Company and acknowledged the foregoing instrument to be his/her free act and deed in his said capacity and the free act and deed of said limited liability company.

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

\_\_\_\_\_  
Print Name