

CONTRACT ZONING AGREEMENT

This Contract Zoning Agreement is entered into this ____ day of _____, 2021 by and between the Inhabitants of the Town of Waterboro, a municipal corporation created and existing under the laws of the State of Maine, located in the County of York, State of Maine (the Town) and DMA Building Corporation, a Maine corporation with a principal place of business in Saco, Maine (DMA).

WHEREAS, DMA proposes to develop a Planned Unit Development consisting of 36 residential units with 1 maintenance garage and 3 1,000 square foot commercial units (the Project) on those parcels of land designated as Lots 50 and 51 and a portion of 49-1 on Town Tax Map 5 (the Property) which will be combined to create a 19.4 acre parcel with 11.2 acres in the Village Zone and 8.2 acres in the Agriculture and Residential District (AR District); and

WHEREAS, the Ordinance (Article 3, Section 3.03) requires a minimum lot size for residential uses of 40,000 square feet in the Village District and 80,000 square feet in the AR District; and

WHEREAS, DMA has requested the creation of a contract zoning district consisting exclusively of the Property, which said district shall have a minimum lot size for residential uses of 20,000 square feet and in which Planned Unit Developments are permitted; and

WHEREAS, the Town has the authority to approve a contract zone pursuant to Section 1.08(b) of the Waterboro Zoning Ordinance (the Ordinance) and 30-A M.R.S. §4352(8); and

WHEREAS, the Town, acting through its Board of Selectmen has determined that the uses contemplated in the requested contract zoning district are compatible with the existing and permitted uses in the Village and AR Districts, that creation of the requested contract zoning district and the uses contemplated therein will be consistent with the Town's Comprehensive Plan so long as created and conducted in compliance with the conditions hereinafter imposed;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, the parties hereto agree as follows:

1. A new zoning district shall be created consisting solely of the Property as shown on Exhibit A. The minimum lot size for residential development in the zoning district to be created hereunder shall be 20,000 square feet. Planned Unit Developments shall be permitted. The new zoning district is subject to the following conditions:

- a) Submission to the Waterboro Planning Board of a site plan/conditional use application for the Project by DMA or its approved assignee for review and approval by the Planning Board. This Agreement shall become null and void in the event that Planning Board approval of the Project is not obtained within two years of the date of this Agreement. This deadline may be extended for one year for good cause shown upon request

approved by the Board of Selectmen with a recommendation by the Planning Board. In the event that the Agreement becomes null and void, the Property shall only be used and developed as allowed by the applicable underlying zoning districts.

- b) All units in the Project shall be provided with public water at the expense of the developer.
- c) Safe pedestrian access shall be provided at the expense of the developer from the residential complex located on the Property to the adjacent medical facility.
- d) DMA or its approved assignee shall grant to the Town an easement to access the "Old Railroad Bed" through the Property. In the event that additional portions of the "Old Railroad Bed" should in future become available for public access, DMA or its approved assignee shall construct a gravel parking area for no more than five vehicles in an area where access to the "Old Railroad Bed" can be provided.
- e) DMA or its approved assignee shall pay for all contract planning staff time as well as any third party engineering or legal review incurred by the Town in connection with the negotiation and execution of this Agreement.
- f) DMA has attached to this Agreement a proposed phasing schedule for the Project. In the event that this schedule changes, DMA or its approved assignee shall provide written notice to the Board of Selectmen and the Planning Board of the revised schedule.
- g) Upon Planning Board approval of the Project and prior to the issuance of any permits, DMA or its approved assignee shall provide to the Town a Letter of Credit or Bond in the amount of the estimated cost of all off-site and on-site improvements.
- h) Except as otherwise established herein, the Property shall be subject to all applicable requirements of the underlying zoning districts, as they may be amended from time to time.

2. DMA shall be responsible for recording a copy of this Contract Zoning Agreement in the York County Registry of Deeds and shall submit proof of recording to the Waterboro Code Enforcement Officer before any site work is undertaken or any building permits are issued.

3. This Agreement may not be assigned by DMA to any other individual or entity without the approval of the Board of Selectmen with a recommendation by the Planning Board.

4. 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 Town of Waterboro and DMA or its successors in interest to the Property.

The above stated restrictions, provisions, and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit DMA, any entity affiliated with it that takes title to the Property, 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 are 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 and occupancy of the Property shall be governed by and comply with the provisions of the Town's Zoning Ordinance. This Contract Zoning Agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S. §4452) and the Zoning Ordinance.

In the event that DMA 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 Board of Selectmen also shall have the authority, after hearing, to resolve the issue resulting in the breach or the failure to develop or operate in accordance with the requirements of this Agreement. The resolution may include a termination of this Agreement by the Board of Selectmen and a rezoning of 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.

IN WITNESS WHEREOF, the parties, by the signatures of their duly authorized representatives, have adopted this Agreement on the date first above-written.

DMA Building Corporation

By

David Alves, President

The Town of Waterboro By Its
Board of Selectmen

Dennis Abbott, Chair

Gordon Littlefield, Vice Chair

Dana Brown

David Chauvette

Dwayne Woodsome

**STATE OF MAINE
COUNTY OF YORK**

_____, 2021

Personally appeared the above-named David Alves, President of DMA Building Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Notary Public/Attorney at Law

**STATE OF MAINE
COUNTY OF YORK**

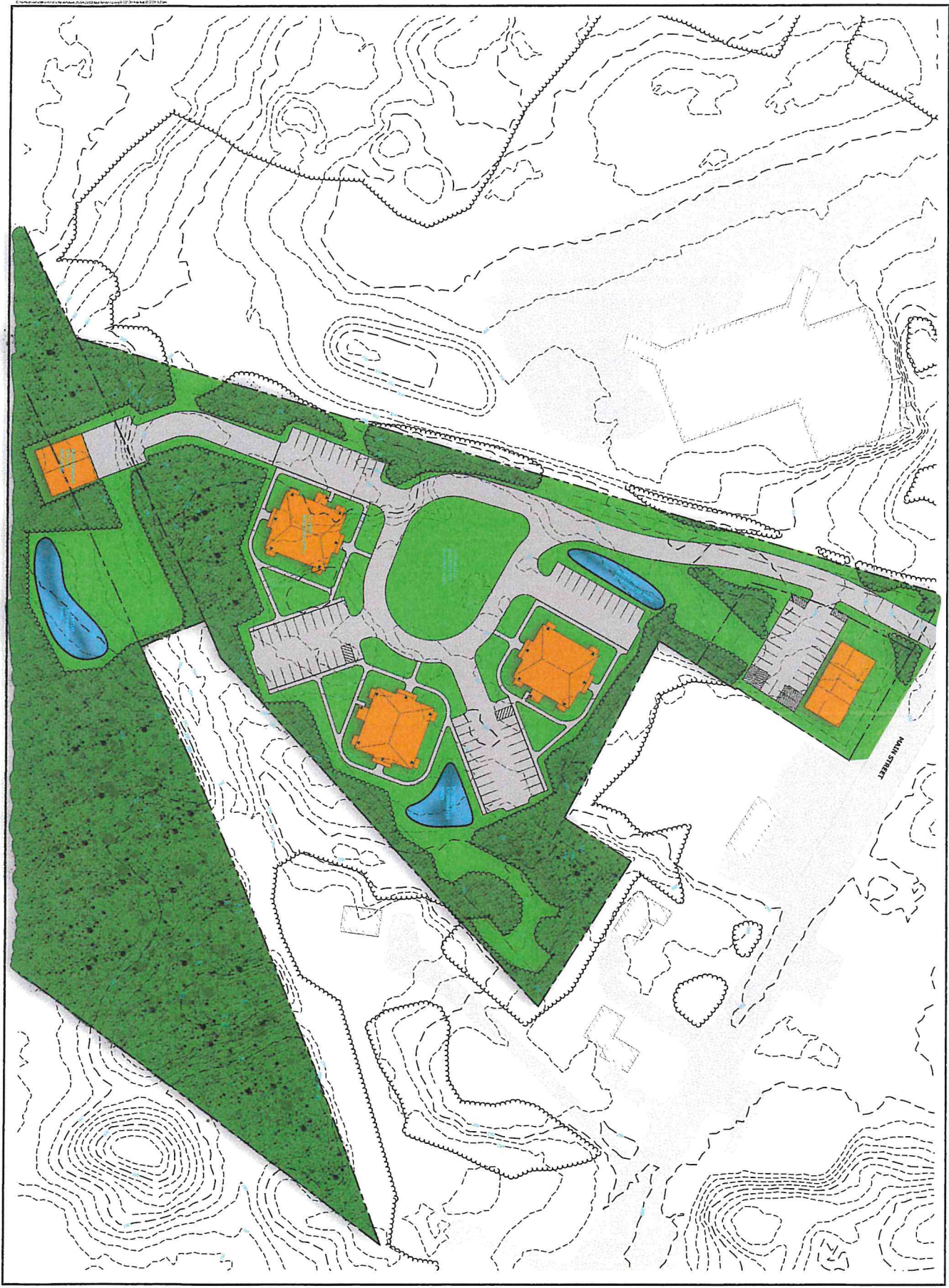
_____, 2021

Personally appeared the above-named Dennis Abbott, Chair of the Town of Waterboro Board of Selectmen, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

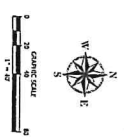
Notary Public/Attorney at Law

Updated
Current



SITE PLAN
200 MAIN STREET
PROJECT:
180 MAIN STREET
WATERBURY, MAINE 04087

DRAWINGS PREPARED FOR:
DMA BUILDING CORPORATION
840 PORTLAND ROAD
SACO, MAINE 04072



PROJECT #: 2110
DESIGNED BY: SDB
DRAWN BY: GSH
CHECKED BY: SDB
ISSUED DATE: PRELIMINARY REVIEW
ISSUED FOR: PRELIMINARY REVIEW

C-102
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