

ZONING

280 Attachment 3

City of Sanford

APPENDIX

**CONTRACT ZONING AGREEMENT
BETWEEN THE
TOWN OF SANFORD
AND
EUGENE CORMIER, in his capacity as
Trustee of MILL STATION REALTY TRUST
relating to NASON FARM
[Adopted 11-16-2004]**

This Contract Zoning Agreement made as of the ____ day of ____, 2004, by and between the TOWN OF SANFORD, a body corporate and politic, located in the County of York and State of Maine (hereinafter the "Town"), and EUGENE CORMIER (a/k/a Gene Cormier), in his capacity as Trustee of MILL STATION REALTY TRUST, with an address of 67 Belleview Road, Andover, MA 01810 ("Developer"), pursuant to the Contract Zoning provisions of Section 10.4 of the Sanford Zoning Ordinance:¹

WHEREAS, Developer has purchased a parcel of real estate located at Route 202 (Lebanon Street) in the Town of Sanford, Tax map M-28 lots 6 & 6A, consisting of approximately 4 +/- acres, such property being the premises described in the Deed of Raymond V. Gendron et al to Gene Cormier, in his capacity as Trustee of the Mill Station Realty Trust, dated October 22nd, 2003 and recorded in the York County Registry of Deeds, Book 13620, Page 162 (hereinafter the "Property"); and

WHEREAS, the property is currently in an Industrial Reuse Zone under the Sanford Zoning Ordinance; and

WHEREAS, the Industrial Reuse Zone presently allows, as permitted uses, or special exceptions, various uses, including Industrial use, including "Multifamily Dwellings above the ground floor of mixed-use developments" but as zoned not stand alone Multifamily Dwellings (with review); and

WHEREAS, Developer wishes to develop the Property as a 44 Unit Condominium complex for persons 55 years and older (the "Project"), which is not currently permitted in the Industrial Reuse Zone (the "IR Zone"); and

WHEREAS, Developer has requested a rezoning of the Property to permit a 44 Unit Condominium complex, specifically that the Town allow the following changes to the IR Zone:

Section 11.13. Industrial Reuse Zone.²

¹Editor's Note: See now § 280-38, Contract zoning.

²Editor's Note: See now § 280-52, Industrial Reuse Zone.

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11.13.6.1 Space and Bulk Standards- Minimum side and rear setbacks (principal and accessory)- NONE where there is no existing residential structure abutting the line in question

Section 11.13.6.2.a.1

No limitation on placement of parking areas

Section 11.14

Table of Land Uses

Revise table to allow Multifamily Dwellings with review (PR); and

WHEREAS, the Property is located within a "growth area" and is in keeping with the Town's comprehensive plan. Due to the fact that there will actually be a reduction of impervious area there will be less impact on the environment. The overall site will be improved from its current state with the addition of lawns and landscaping and the relocation of the curb cut from State Route 202 to Pershing Street which will help alleviate traffic issues on State Route 202 at the site.

WHEREAS, the deletion of an industrial use in an area surrounded by residential neighborhoods will add to the aesthetics of the surrounding neighborhoods; and

WHEREAS, the size, location, configuration and topography of this site permit a level of buffering, landscaping, and site design which will be appropriate for a 44 Unit 55+ Condominium complex, provided the operation is restricted to the density, scale and intensity proposed by the Developer and further provided that the restrictions of this Contract Zoning Agreement are observed; and

WHEREAS, the Developer will concentrate development into the 4 acres by removing the existing mill and storage buildings and pavement of the site, replacing it with an aesthetically pleasing twelve building complex with an associated eighty-eight parking spaces (a reduction in impervious surfaces); and

WHEREAS, the Project will serve the Town's goal of providing new and affordable housing units accommodating a growing population of persons 55+ years in age in the Town; and

WHEREAS, the Project serves the goals of the Town's Comprehensive Plan by using existing public sewer and water facilities; and

WHEREAS, the rezoning provided in this Agreement, therefore, would be consistent with the policies and goals of the Sanford Comprehensive Plan; and

WHEREAS, the Town of Sanford, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town's Local Growth Program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, and Section 10.4 of the Town's Zoning Ordinance and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this Contract Zoning Agreement.

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

1. The Town hereby amends the Zoning Map of the Town of Sanford, by adopting the zoning change amendment shown on Attachment 1 with respect to the Property.
2. Developer is authorized to create the Project at the Property. Unless extended by the Town in writing, construction of the initial phase of the Project will commence within two (2) years after execution of this Agreement and shall be substantially completed within five (5) years from the date of this Agreement. Construction and use of the Property shall be subject to the following conditions:

(a) Building Footprint and Height:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit _____³

(b) Permitted Uses:

Multifamily Dwellings (with review)

(c) Building Design:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit _____

(d) Landscaping:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit _____

(e) Sewer and Water:

The project will be serviced by public water and public sewer.

(f) Setbacks:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit _____

(g) Parking:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit _____

(h) Site Plan:

³Editor's Note: Exhibits are on file at the office of the Town Clerk.

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Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit _____

- (i) The Project and Property shall qualify as "housing for older persons" as defined in The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619) and the Housing for Older Persons Act of 1995, or any successor legislation. Specifically, the Property shall comply with Section 807(b)(2)(C) of the Fair Housing Act, relating to limitation of occupancy of the premises by persons 55 years of age or older. The Developer, and his successors-in-interest (including any condominium owners association) shall comply with the criteria and rules set forth in the "housing for older persons" exemption at 24 CFR part 100, subpart E, or any successor regulations.
3. Developer shall record this Contract Zoning Agreement in the York County Registry of Deeds within 30 days after its execution by the Town Council.
4. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property except as this Contract Zoning Agreement may be amended by future written agreement of the Town and the Developer or his successors in interest.

The provisions of this Contract Zoning shall operate as an "overlay" zone and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying Zoning District shall apply (other than the maximum net residential density, use, height and parking). The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind the Developer, his successors in interest and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town.

Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance of the Town of Sanford, the Shoreland Zoning Ordinance of the Town of Sanford (as applicable) and any applicable amendments thereto or replacements thereof.

The Town shall have the power to enforce all conditions and restrictions of this Contract, both through enforcement action pursuant to the applicable sections of the Zoning Ordinance and by temporary injunctive relief without notice and preliminary and permanent injunctive relief. Such relief may, in appropriate cases, include an order to take such affirmative steps as may be required to cure any violation of the covenants and restrictions herein. In addition to the foregoing, the Town may impose and collect a civil penalty of up to the maximum allowed by law per day for every day of violation. In the event legal action is taken by the Town to enforce the covenants and restrictions of this Contract, and the court determines that the Developer, its successors and assigns, or any other person, is not in compliance with this Contract, the Developer, its successors and assigns, or such other person shall reimburse the Town for court costs, reasonable attorneys fees and any other payments ordered by the court. The Town shall have the right, but not the duty, in its sole discretion, to enforce the covenants and restrictions of this Contract.

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In addition to the foregoing remedies, the Town shall have the right to terminate this Contract as follows. In the event that the Developer or its successors or assigns fail to develop the Project in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach from the Town to the Developer, its successors and assigns, or in the event such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if the Developer, its successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then this Contract may be terminated by vote of the Sanford Town Council. In that event, the Property may then be used only for such uses as otherwise allowed by law.

Nothing in this section shall limit the right of the Town Council to, if the conditions and restrictions set forth herein are not fulfilled or complied with within the specified time limits, after review by the Planning Board, extend the time limits or initiate a rezoning to the original zoning district classification or to another zoning district classification as set forth in Section 10.4.6 of the Zoning Ordinance.⁴

Dated on the date first above written.

Attachment 1 Proposed Zoning Change Amendment

- Section 11.13 Industrial Reuse Zone⁵
11.13.6.1 Space and Bulk Standards – Minimum side and rear setbacks (principal and accessory)- NONE where there is no existing residential structures abutting the line in question.
- Section 11.13.6.2.a.1 No limitation on placement of parking areas.
- Section 11.14 Table of Land Uses
Revise table to allow Multifamily Dwellings with review.

⁴Editor's Note: See now § 280-38, Contract zoning.

⁵Editor's Note: See now § 280-52, Industrial Reuse Zone.

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**CONTRACT ZONING AGREEMENT
BETWEEN THE
TOWN OF SANFORD
AND
EDISON SCHOOL, LLC
[Adopted 12-21-2005]**

This Contract Zoning Agreement made as of the day of October 2006, by and between the TOWN OF SANFORD, a body corporate and politic, located in the County of York and State of Maine (hereinafter the "Town"), and EDISON SCHOOL, LLC, a Maine limited liability company with an address of 631 Hanson's Ridge Road, Springvale, Maine 04083 ("Developer"), pursuant to the Contract Zoning provisions of Section 10.4 of the Sanford Zoning Ordinance.⁶

WHEREAS, Developer has purchased a parcel of real estate located at Route 202 (Lebanon Street) and Oxford Street in the Town of Sanford, Tax Map M-28, Lot 69, consisting of approximately 69,674 square feet, such property being the premises described in the Deed of Lionel Sevigny and Judith Sevigny to the Developer, dated September 21, 2006, and recorded in the York County Registry of Deeds in Book 14961, Page 0946-0947 (hereinafter the "Property"); and

WHEREAS, the property is currently in a Single Family Residential Zone under the Sanford Zoning Ordinance; and

WHEREAS, the Single Family Residential Zone presently does not allow for Multifamily Dwellings, Business Offices or Retail Stores; and

WHEREAS, Developer wishes to develop the Property into three (3) phases; Phase 1 will consist of the former Edison School building to be used as a Multifamily dwelling consisting of fifteen (15) units that will utilize existing parking facilities and will not alter the footprint of existing building or the existing draining patterns of the site; Phase 2 will consist of a new 8,640 square foot Retail/Office building and a reconfigured parking lot to serve both the Phase 1, Phase 2 and Phase 3 buildings; Phase 3 will consist of a new 9,216 square foot Multifamily dwelling consisting of 16 units, all of which are not currently permitted in the Single Family Residential Zone; and

WHEREAS, Developer has requested a rezoning of the Property to permit Multifamily Dwellings, Business Offices and Retail Stores, specifically that the Town of Sanford allow the following changes to the Single Family Residential Zone:

| | |
|--------------|---|
| Section 11.3 | Single Family Residential Zone ⁷ |
| | Minimum lot size – None |
| | Minimum street frontage – None |
| | Minimum front setback – None |
| | Minimum side and rear setbacks – None |
| | Maximum height – 35 Feet |

⁶Editor's Note: See now § 280-38, Contract zoning.

⁷Editor's Note: See now § 280-42, Single-Family Residential Zone.

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- Section 11.12.6.2. Developments Standards
 - 11.12.6.2.a. Street line landscape area – None
 - 11.12.6.2.b. Residential buffer – None

- Section 11.15. Table of Land Uses.
 - Revise table to allow Multifamily Dwellings and Retail/Business Offices with review (PR); and

WHEREAS, the Property is located within a "mixed use area" and is in keeping with the Town's comprehensive plan. The proposed development will also help meet the Town's current need for this type of housing as well as reviving what is currently a vacant lot and deteriorating building; and

WHEREAS, the Sanford Town Planner after due consideration recommends the rezoning of the Property as aforesaid; and

WHEREAS, the Project will serve the Town's goal of providing new and affordable housing, retail and office space; and

WHEREAS, the Project serves the goals of the Towns Comprehensive Plan by using existing public sewer and water facilities; and

WHEREAS, the rezoning provided in this Agreement, therefore, would be consistent with the policies and goals of the Sanford Comprehensive Plan; and

WHEREAS, the Town of Sanford, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town's local growth program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this Contract Zoning Agreement.

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

1. The Town hereby amends the Zoning Map of the Town of Sanford, by adopting the zoning change amendment shown on Exhibit A.⁸
2. Developer is authorized to renovate the existing building into 15 residential units, create a 9,000 square foot building area for retail and office space and a 5,060 square foot building area for new residential units on the Property. The Developer shall obtain separate final Planning Board approval for each of the three (3) phases of the Project and any and all permits required for each phase. The Developer shall donate \$15,000 in labor and materials for improvements to Soldiers and Sailors Park or the Sanford Trail system ("Park/Trail improvements") at the election of the Town Council. A written plan for the Soldiers and Sailors Park/Trail improvements must be approved by the Town Council within six (6)

⁸Editor's Note: Exhibits are on file at the Town Clerk's office.

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months after execution of this Agreement. Unless extended by the Town, construction of Phase 1 of the Project shall commence within six (6) months after execution of this Agreement and Phase I and the Park/Trail improvements shall be substantially completed within eighteen (18) months from the date of this Agreement. Construction and use of the Property shall be subject to the following conditions:

(a) Building Area

Please refer to plans submitted, in Subdivision Application, a reduced copy of which are attached hereto as Exhibit C.

(b) Permitted Uses:

Multi-Family Dwellings (with review)
Retail Stores
Business Offices

(c) Building Design:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit D.

(d) Landscaping:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit E.

(e) Sewer and Water:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit C.

(f) Setbacks:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit C.

(g) Parking:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit C.

(h) Site Plan:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit B.

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3. Developer shall record this Contract Zoning Agreement in the York County Registry of Deeds within 30 days after its execution by the Town Council.
4. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property except as this Contract Zoning Agreement may be amended by future written agreement of the Town and the Developer or its successors in interest.

The provisions of this Contract Zoning shall operate as an "overlay" zone and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying Zoning District shall apply. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind the Developer, its successors in interest and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town.

Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance of the Town of Sanford, the Shoreland Zoning Ordinance of the Town of Sanford (as applicable) and any applicable amendments thereto or replacements thereof.

The Town shall have the power to enforce all conditions and restrictions of this Contract, both through enforcement action pursuant to the applicable sections of the Zoning Ordinance and by temporary injunctive relief without notice and preliminary and permanent injunctive relief. Such relief may, in appropriate cases, include an order to take such affirmative steps as may be required to cure any violation of the covenants and restrictions herein. In addition to the foregoing, the Town may impose and collect a civil penalty of up to the maximum allowed by law per day for every day of violation. In the event legal action is taken by the Town to enforce the covenants and restrictions of this Contract, and the court determines that the Developer, its successors and assigns, or any other person, is not in compliance with this Contract, the Developer, its successors and assigns, or such other person shall reimburse the Town for court costs, reasonable attorneys fees and any other payments ordered by the court. The Town shall have the right, but not the duty, in its sole discretion, to enforce the covenants and restrictions of this Contract.

In addition to the foregoing remedies, the Town shall have the right to terminate this Contract as follows. In the event that the Developer or its successors or assigns fail to develop the Project in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach from the Town to the Developer, its successors and assigns, or in the event such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if the Developer, its successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then this Contract may be terminated by vote of the Sanford Town Council. In that event, the Property may then be used only for such uses as otherwise allowed by law.

Nothing in this section shall limit the right of the Town Council to, if the conditions and restrictions set forth herein are not fulfilled or complied with within the specified time limits, after review by the Planning Board, extend the time limits or initiate a rezoning to the original

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zoning district classification or to another zoning district classification as set forth in Section 10.4.6 of the Zoning Ordinance.⁹

Date on the date first above written.

Attachment 1 Proposed Zoning Change Amendment

- Section 11.3. Single Family Residential Zone¹⁰
Minimum lot size – None
Minimum street frontage – None
Minimum front setback – None
Minimum side and rear setbacks – None
Maximum height – 35 Feet
- Section 11.12.6.2. Developments Standards
11.12.6.2.a. Street line landscape area – None
11.12.6.2.b. Residential buffer – None
- Section 11.15. Table of Land Uses
Revise table to allow Multifamily Dwellings and Retail/Business Offices
with review (PR)

⁹Editor's Note: See now § 280-38, Contract zoning.

¹⁰Editor's Note: See now § 280-42, Single-Family Residential Zone.

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**CONTRACT ZONING AGREEMENT
BETWEEN THE
TOWN OF SANFORD
AND
WASHINGTON STREET ASSOCIATES, a Maine general partnership and
GALLO CONSTRUCTION CO., INC., a Maine corporation
[Adopted 1-17-2006; amended 11-15-2011]**

This Contract Zoning Agreement made as of the ___ day of January, 2006, by and between the TOWN OF SANFORD, a body corporate and politic, located in the County of York and State of Maine (hereinafter the "Town"), and WASHINGTON STREET ASSOCIATES, a Maine general partnership and GALLO CONSTRUCTION CO., INC., a Maine corporation, both with an address of P.O. Box 241, Sanford, Maine 04073 ("Developer"), pursuant to the Contract Zoning provisions of Section 10.4 of the Sanford Zoning Ordinance.¹¹

WHEREAS, Developer has purchased a parcel of real estate located at Route 202 (Lebanon Street) in the Town of Sanford, Tax map R-15 lots 67F & 67G, consisting of 24.90 acres, such property being the premises described in the Deed of Richard M. & Joan E. Moroney to Gallo Construction Co., Inc., dated April 23, 2001, and recorded in the York County Registry of Deeds, Book 10586, Page 16 and by Deed of Richard M. & Joan E. Moroney to Michael A. Gallo, Jr. & Ronald L. Woodward d/b/a Washington Street Associates dated April 25, 2001, and recorded in the York County Registry of Deeds, Book 10586, Page 28 (hereinafter the "Property"); and

WHEREAS, the property is currently in an Industrial Business Zone (the "IB Zone") under the Sanford Zoning Ordinance; and

WHEREAS, the IB Zone presently does not allow for Residential Uses; and

WHEREAS, Developer wishes to develop the Property into a 100-Unit Condominium complex (the "Project") which is not currently permitted in the IB Zone; and

WHEREAS, Developer has requested a rezoning of the Property to permit a 100-Unit Condominium complex, specifically that the Town of Sanford allow the following changes to the IB Zone:

- Section 11.12. Industrial Business Zone (IB)¹²
 - 11.12.6.1. Minimum lot size – 5,000 square feet for first two units, then 2,500 square feet per each additional unit
 - Minimum street frontage – None
 - Minimum front setback – Along either a road proposed to be a Town accepted road or a road accepted by the Town – 20 feet
 - Minimum side and rear setbacks – 20 Feet
 - Maximum height – 35 Feet
- Section 11.12.6.2 Development Standards

¹¹Editor's Note: See now § 280-38, Contract zoning.

¹²Editor's Note: See now § 280-51, Industrial Business Zone.

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- 11.12.6.2.a Street line landscape area – None
- 11.12.6.2.b Residential buffer-None

Section 11.15 Table of Land Uses
Revise table to allow Two Family Dwellings with review (PR): and

WHEREAS, the Property is located within a "growth area" and is in keeping with the Town's Comprehensive Plan. The Project will help meet the Town's current need for this type of housing and the deletion of an industrial use in an area surrounded by residential neighborhoods will add to the aesthetics of the surrounding neighborhoods; and

WHEREAS, the size, location, configuration and topography of this site permit a level of buffering, landscaping, and site design which will be appropriate for a 100-Unit Condominium complex, provided the operation is restricted to the density, scale and intensity proposed by the Developer and further provided that the restrictions of this Contract Zoning Agreement are observed; and

WHEREAS, the Developer will develop the 24.90 acres by removing the existing ___?___ of the site, replacing it with an aesthetically pleasing 54 building complex with associated parking spaces; and

WHEREAS, the Sanford Town Planner after due consideration recommends the rezoning of the Property as aforesaid; and

WHEREAS, the Project will serve the Town's goal of providing new and affordable housing units accommodating a growing population of persons in the Town; and

WHEREAS, the Project serves the goals of the Town's Comprehensive Plan by using existing public sewer and water facilities; and

WHEREAS, the rezoning provided in this Agreement, therefore, would be consistent with the policies and goals of the Sanford Comprehensive Plan; and

WHEREAS, the Town of Sanford, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town's Local Growth Program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, and Section 10.4 of the Town's Zoning Ordinance and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this Contract Zoning Agreement.

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

1. The Town hereby amends the Zoning Map of the Town of Sanford, by adopting the zoning change amendment shown on Attachment 1 with respect to the Property.
2. Developer is authorized to create the Project at the Property. Unless extended by the Town in writing, construction of the initial phase of the Project will commence within two (2)

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years after execution of this Agreement and shall be substantially completed within five (5) years from the date of this Agreement. Construction and use of the Property shall be subject to the following conditions:

(a) Building Footprint and Height:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit _____¹³

(b) Permitted Uses:

Two Family Dwellings (with review)

(c) Building Design:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit _____

(d) Landscaping:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit _____

(e) Sewer and Water:

The Project will be serviced by public water and public sewer.

(f) Setbacks:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit _____

(g) Parking:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit _____

(h) Site Plan:

Please refer to plans submitted in Subdivision Application, a reduced copy of which are attached hereto as Exhibit _____

3. The Developer shall make two (2) \$5,000.00 contributions for the purchase/replacement of an ambulance for the Town. The first \$5,000.00 contribution shall be made within ten (10) days of the execution of this Agreement. The second \$5,000.00 contribution shall be made upon the issuance of the occupancy permit for the twelfth (12th) condominium unit.

¹³Editor's Note: Exhibits are on file at the office of the Town Clerk.

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4. Developer shall, within ten (10) days of the execution of this Agreement, grant the Town, free and clear of any lien or encumbrance, with good and marketable title thereto, a fifteen (15) foot wide easement or right of way for highway purposes along the entire frontage of Jagger Mill Road. The Town agrees that its use of said right of way shall not violate the impervious surface requirements of the Project.
5. Developer shall record this Contract Zoning Agreement in the York County Registry of Deeds within 30 days after its execution by the Town Council.
6. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property except as this Contract Zoning Agreement may be amended by future written agreement of the Town and the Developer or its successors in interest.

The provisions of this Contract Zoning shall operate as an "overlay" zone and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying Zoning District shall apply (other than the maximum net residential density, use, height and parking). The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind the Developer, his successors in interest and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town.

Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance of the Town of Sanford, the Shoreland Zoning Ordinance of the Town of Sanford, the Mousam River Watershed, the Airport Protection Overlay Zone (as applicable) and any applicable amendments thereto or replacements thereof.

The Town shall have the power to enforce all conditions and restrictions of this Contract, both through enforcement action pursuant to the applicable sections of the Zoning Ordinance and by temporary injunctive relief without notice and preliminary and permanent injunctive relief. Such relief may, in appropriate cases, include an order to take such affirmative steps as may be required to cure any violation of the covenants and restrictions herein. In addition to the foregoing, the Town may impose and collect a civil penalty of up to the maximum allowed by law per day for every day of violation. In the event legal action is taken by the Town to enforce the covenants and restrictions of this Contract, and the court determines that the Developer, its successors and assigns, or any other person, is not in compliance with this Contract, the Developer, its successors and assigns, or such other person shall reimburse the Town for court costs, reasonable attorneys fees and any other payments ordered by the court. The Town shall have the right, but not the duty, in its sole discretion, to enforce the covenants and restrictions of this Contract.

In addition to the foregoing remedies, the Town shall have the right to terminate this Contract as follows. In the event that the Developer or its successors or assigns fail to develop the Project in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach from the Town to the Developer, its successors and assigns, or in the event such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if the

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Developer, its successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then this Contract may be terminated by vote of the Sanford Town Council. In that event, the Property may then be used only for such uses as otherwise allowed by law.

Nothing in this section shall limit the right of the Town Council to, if the conditions and restrictions set forth herein are not fulfilled or complied with within the specified time limits, after review by the Planning Board, extend the time limits or initiate a rezoning to the original zoning district classification or to another zoning district classification as set forth in Section 10.4.6 of the Zoning Ordinance.¹⁴

Dated on the date first above written.

Attachment 1 Proposed Zoning Change Amendment

- Section 11.12 Industrial Business Zone (IB)¹⁵
- 11.12.6.1 Minimum lot size – 5,000 square feet for first two units, then
2,500 square feet per each additional unit
Minimum street frontage – None
Minimum front setback — Along either a road proposed to be a Town
accepted road or a road accepted by the Town — 20 feet
Minimum side and rear setbacks — 20 Feet
Maximum height – 35 Feet
 - Section 11.12.6.2 Development Standards
 - 11.12.6.2.a Street line landscape area — None
 - 11.12.6.2.b Residential buffer — None
 - Section 11.15 Table of Land Uses
Revise table to allow Two Family Dwellings with review (PR)

¹⁴Editor's Note: See now § 280-38, Contract zoning.

¹⁵Editor's Note: See now § 280-51, Industrial Business Zone.

ZONING

**CONTRACT ZONING AGREEMENT
BETWEEN THE
TOWN OF SANFORD
AND
KGI, LLC
[Adopted 4-18-2007]**

This Contract Zoning Agreement made by and between the TOWN OF SANFORD, a body corporate and politic, located in the County of York and State of Maine (the "Town"), and KGI SANFORD, LLC, a limited liability company with a matting address of 45 Broad Street, Boston, MA 02109 ("Developer"). Pursuant to 30-A M.R.S.A. § 4352(8) and the Contract Zoning provisions of Section 10.4 of the Sanford Zoning Ordinance,¹⁶ and in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

I. PREAMBLE

WHEREAS:

- (A) Developer has options to purchase parcels of real estate located near the intersection of Routes 109 and 99 in the Town of Sanford being more particularly described on the Plans attached hereto as Exhibit A (the "Property");¹⁷
- (B) The Property is currently depicted on the Town's Official Zoning Map as being located within the Industrial Business Zone (the "IB Zone") established under § 11.12 of the Sanford Zoning Ordinance¹⁸ (the "Ordinance");
- (C) Under Section 11.15(VI)(16) of the Ordinance,¹⁹ "retail stores" as defined in § 2 of the Ordinance²⁰ are currently a prohibited use within the IB Zone;
- (D) The Property will be divided into two parcels of 21.75 and 15.35 acres. The Project will consist of retail stores which may offer the following: groceries, general merchandise, hardware, building products, automotive parts and products, home and garden products and plants, furniture and fertilizers and other home improvement store uses. Incorporated may be the following other possible uses: pharmacies, motor vehicle service facilities, motor vehicle repair facilities, fully enclosed eating places, take-out eating places or drive thru eating places, financial institutions without drive thru, stores and businesses typically found in a retail mall and accessory uses.
- (E) Developer has requested, pursuant to § 10.4 of the Ordinance, that the Town Council adopt amendments to the Official Zoning Map and the IB Zone regulations that shall be applicable solely to the Property in order to permit the Project to be developed on the Property;

¹⁶ Editor's Note: See now § 280-38, Contract Zoning.

¹⁷ Editor's Note: Exhibits are on file at the Town Clerk's office.

¹⁸ Editor's Note: See now § 280-51, Industrial Business Zone.

¹⁹ Editor's Note: See now § 280-44, Residential Development Zone.

²⁰ Editor's Note: See now Ch. 280, Zoning, Art. II, Definitions.

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- (F) Because, under the Town's Comprehensive Plan, the Property is located within a "growth area" in which commercial development is encouraged, the rezoning provided in this Agreement is, "consistent with the Town's Comprehensive Plan" as required by § 10.4.1 of the Ordinance;"
- (G) The nature of the Project is "unusual," within the meaning of § 10.4.1 of the Ordinance, because it would have a unique tendency to promote the Town's goals of (i) reinforcing public perception of the Town as the most favorable location within south-central York County for retail, service, and other commercial enterprises, as well as for employment by those enterprises; (ii) increasing the number of good-paying, stable jobs in healthy, growing sectors of the economy; (iii) enhancing the Town's status as a regional retail and service center by attracting other retailers to the area; and (iv) encouraging higher aesthetic values within existing and proposed commercial developments by providing an example of commercial buildings designed to present an attractive architectural appearance;
- (H) Because of the unusual nature of the Project described above, the Project will have beneficial effects on the Town as a whole which would not result if the Property were developed under the existing IB Zone classification, as required by § 10.4.3 of the Ordinance;
- (I) The rezoning provided in this Agreement would be consistent with the Town's growth management program, as required by 30-A M.R.S.A. § 4352(8)(A);
- (J) The rezoning provided in this Agreement would authorize development that is compatible with the existing and permitted uses within the IB Zone, as required by 30-A M.R.S.A. § 4352(8)(B) and Article 10.4.1 of the Ordinance; and
- (K) The rezoning provided in this Agreement includes only conditions and restrictions that relate to the physical development or operation of the Property, as required by 30-A M.R.S.A. § 4352(8)(C);

II. AMENDMENTS TO OFFICIAL ZONING MAP AND ORDINANCE

NOW THEREFORE,

Pursuant to 30-A M.R.S.A. § 4352(8) and Section 10.4 of the Ordinance, the Town, by and through its Town Council, hereby approves the following amendments to the Official Zoning Map and to the Ordinance:

- (a) The Town shall amend the Official Zoning Map of the Town of Sanford by causing the Property to be designated as the "Sanford Gateway Center Contract Zone," as shown on Exhibit B attached to this Agreement.
- (b) The provisions of this Contract Zoning Agreement shall operate as an "overlay" zone and except as otherwise set forth on the Plans attached hereto as Exhibit A and in Exhibit B, all other requirements of the underlying IB Zone shall apply. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the

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Property, shall bind the Developer, its successors in interest and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town.

- (c) Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance of the Town of Sanford, the Shoreland Zoning Ordinance of the Town of Sanford (as applicable) and any applicable amendments thereto or replacements thereof.

III. CONDITIONS AND RESTRICTIONS

PROVIDED THAT,

The above-described amendments to the Official Zoning Map and Ordinance shall be subject to the following specific conditions and restrictions:

- (a) Developer is hereby authorized to develop the Project at the Property in strict compliance with the Plans attached hereto as Exhibit A, provided that if the Planning Board, during subsequent land use review of the Project, shall require or approve minor and/or insubstantial amendments to said Plans, such amendments to the said Plans shall not require amendment of this Agreement.
- (b) Unless extended by the Town in writing, construction of the Project shall commence within two (2) years after the effective date of this Agreement and shall be substantially completed in accordance with the Plans within the deadlines imposed by the Planning Board. The running of these time periods shall be suspended during any appeals. Construction and use of the Property shall be subject to the following conditions:
 - (1) Building Footprint and Height:
Please refer to Plans attached hereto as Exhibit A.
 - (2) Permitted Uses:
Retail Stores (with Planning Board review)
 - (3) Building Design:
Please refer to Plans attached hereto as Exhibit A.
 - (4) Landscaping:
Please refer to Plans attached hereto as Exhibit A.
 - (5) Sewer and Water:
The shopping center will be serviced by public water and public sewer.
 - (6) Setbacks:

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Please refer to Plans attached hereto as Exhibit A.

(7) Parking:

Please refer to Plans attached hereto as Exhibit A.

(8) Signage.

Please refer to plans attached hereto as Exhibit A.

- (9) Developer, at its sole expense, shall install necessary traffic lights and complete any related reconfiguration of the four-way intersection at Route 109 and the main entrance to the Project, and make such other offsite traffic improvements as may be required by the terms and conditions of the Maine Department of Transportation Traffic Movement Permit.
- (10) As shown on the plans attached as Exhibit A, alterations will be made to the streets in the vicinity of the intersection of Community Drive and Smada Drive in order to accommodate a driveway providing a secondary means of access to the Property. Following completion of such street alterations in accordance with all applicable standards relating to the construction of streets, the Town Council will take actions to accept the dedication of the altered streets and to discontinue the portions of the existing public streets that will be replaced thereby. The new boundaries of said streets and the abutting lots will be shown on an amended subdivision plan of the applicable portion of the Adams Business Park Subdivision to be approved by the Planning Board.
- (11) The Town further agrees that the current status of the property abutting the Project that is currently operated as a motel shown on Sanford Tax Map R-19, Lot 2B shall retain its current status (as a conforming or nonconforming use) under the Sanford Zoning Ordinance even though that property is in any way made nonconforming (or more nonconforming) on account of the Project. The Town's agreement in this subparagraph benefits the current owner and any successor in interest. Without limiting the foregoing, the property will not be required to comply with the Streetline landscaped area provision in Section 11.12.6.2.a of the Zoning Ordinance.
- (12) In addition to completing the off site traffic improvement required by the Maine Department of Transportation Traffic Movement permit, Developer shall remit to the Town, prior to June 1, 2007, a total of \$600,000 to be used for the completion of site traffic improvements at the intersection of Route 4 and Route 109 if such site traffic improvements take place, or other traffic improvement project if such site traffic improvements do not take place.
- (13) As a further condition of this Contract, Developer agrees that within sixty (60) days of the opening of the first retail store of the Project, it shall pay the Town the sum of \$50,000 which is to be used to purchase recycling and waste collection containers

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for an automated collection system or another municipal project which relates to health, safety and welfare and benefits Sanford Gateway directly or indirectly.

- (14) The Developer further agrees to require that, during the construction of the Project, any purchaser or lessee of either of the two parcels shall advertise for and solicit bids from local subcontractors. While not a binding provision of this Contract, it is further expected that any purchaser or lessee will make charitable contributions within the Sanford community as it has done in the past or in similar communities.
- (15) The Developer agrees that the existing Wal-Mart building shall be maintained in good and functional condition consistent with its current high standard as long as Wal-Mart or any of its subsidiaries own the property. Developer agrees that the building shall be marketed in accordance with Wal-Mart's policy on marketing vacant stores.
- (c) Developer shall record this Contract Zoning Agreement in the York County Registry of Deeds within 30 days after its execution by the Town Council.
- (d) Pursuant to Article 10.4.6 of the Ordinance, the conditions and restrictions of this Agreement shall run with the Property; and shall bind the Developer, its successors in interest and assigns of said Property or any part thereof, unless amended or repealed by future vote of the Town Council.
- (e) The Town shall have the power to enforce all conditions and restrictions of this Contract, both through enforcement action pursuant to the applicable sections of the Zoning Ordinance and as allowed by Maine law. Such relief may, in appropriate cases, include an order to take such affirmative steps as may be required to cure any violation of the covenants and restrictions herein. In addition to the foregoing, the Town may impose and collect a civil penalty of up to the maximum allowed by law per day for every day of violation. In the event legal action is taken by the Town to enforce the covenants and restrictions of this Contract, and the court determines that the Developer, its successors and assigns, or any other person, is not in compliance with this Contract, the Developer, its successors and assigns, or such other person shall reimburse the Town for court costs, reasonable attorneys fees and any other payments ordered by the court. The Town shall have the right, but not the duty, in its sole discretion to enforce the covenants and restrictions of this Contract.
- (f) Once a building is constructed on the Property in accordance with the Plans, and a certificate of occupancy has issued therefor, any breach of this Contract shall only be enforceable against the owner, including anyone claiming by, through or under the owner, of the portion of the Property on which the breach has occurred or to which it relates; provided, however, that if such breach is not site specific, it may be enforced against the Developer and all its successors and assigns which are current owners of portions of the Property.
- (g) In addition to the foregoing remedies, the Town shall have the right to terminate this Contract as follows. In the event that the Developer or its successors or assigns fail to develop the Project in accordance with this Contract, or in the event of any other breach

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hereof; and such failure or breach continues for a period of thirty (30) days after written notice from the Town to the Developer, its successors and assigns, specifying the building(s) that are in breach, if applicable, and the nature of the non-compliance, or in the event such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if the Developer, its successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then this Contract may be terminated by vote of the Sanford Town Council with respect to such non-compliant building(s), if applicable. In that event, the Property or noncompliant building, as the case may be, may then be used only for such uses as otherwise allowed by law.

- (h) Nothing in this section shall limit the right of the Town Council to, if the conditions and restrictions set forth herein are not fulfilled or complied with within the specified time limits, after review by the Planning Board, extend the time limits or initiate a rezoning to the original zoning district classification or to another zoning district classification as set forth in Section 10.4.6 of the Zoning Ordinance.

AND this Agreement shall be subject to the following general conditions and restrictions:

- (a) 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 portions shall be deemed as separate, distinct, and independent provisions and such determination shall not affect the validity of the remaining portions hereof.
- (b) This Agreement may be amended only by written agreement signed by the parties; provided, however, the parties hereby agree that the Planning Board may approve minor and/or unsubstantial changes to the Plans for the Project and that such approvals shall not require amendment of this Agreement.
- (c) This Agreement shall not become effective until it is executed, delivered to the Town Council, and recorded by the Developer at the York County Registry of Deeds in compliance with the schedule set forth in § 10.4.6 of the Ordinance.

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**CONTRACT ZONING
AGREEMENT BETWEEN
THE TOWN OF SANFORD AND
ARISTA DEVELOPMENT, LLC
[Adopted 4-19-2011]**

This Contract Zoning Agreement made as of May 6, 2011, by and between the TOWN OF SANFORD, a body corporate and politic, located in the County of York and State of Maine (hereinafter the "Town"), and ARISTA DEVELOPMENT LLC, a limited liability company with a mailing address of 520 Providence Highway, Suite 9 Norwood, MA 02062 (hereinafter "Developer"), pursuant to 30-A M.R.S.A. 4352(8), and the Contract Zoning provisions of Section 280-38 of the Sanford Zoning Ordinance:

WHEREAS, Developer has purchased or will purchase the following 7 parcels of real estate (hereinafter collectively referred to as the "Property or Properties") located at:

1. 870 Main Street in the Town of Sanford, Tax Map K28 Lot 64 consisting of approximately 0.58 acres, such property being the premises described by deed(s) recorded in the York County Registry of Deeds in Book 8062 / Page 214, and Book 8012 / Page 300, and Book 4604 / Page 138; and
2. 866 Main Street in the Town of Sanford, Tax Map K28 Lot 82 consisting of approximately 0.12 acres, such property being the premises described by deed(s) recorded in the York County Registry of Deeds in Book 2953 / Page 109, and Book 3086 / Page 239; and
3. 864 Main Street in the Town of Sanford, Tax Map K28 Lot 80 consisting of approximately 0.08 acres, such property being the premises described by deed(s) recorded in the York County Registry of Deeds in Book 12782 / Page 97; and
4. 1 Acorn Street in the Town of Sanford, Tax Map K28 Lot 79 consisting of approximately 0.08 acres, such property being the premises described by deed(s) recorded in the York County Registry of Deeds in Book 3839 / Page 330; and
5. 5 Acorn Street in the Town of Sanford, Tax Map K28 Lot 77 consisting of approximately 0.17 acres, such property being the premises described by deed recorded in the York County Registry of Deeds in Book 15152 / Page 573; and
6. 7 Acorn Street in the Town of Sanford, Tax Map K28 Lot 76 consisting of approximately 0.17 acres, such property being the premises described by deed recorded in the York County Registry of Deeds in Book 9308 / Page 275; and
7. 9 Acorn Street in the Town of Sanford, Tax Map K28 Lot 75 consisting of approximately 0.22 acres, such property being the premises described by deed recorded in the York County Registry of Deeds in Book 14506 / Page 496; and

WHEREAS, Properties No. 1, 2, 3, and 4 as listed above are currently in a Urban Business Zone under the Sanford Zoning Ordinance; and

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WHEREAS, The Urban Business Zone presently does allow Retail Stores and the in-store health clinic proposed by the Developer; and

WHEREAS, Property 1 as listed above is currently used by a Financial Institution with a Drive Through; and

WHEREAS. Properties No. 5, 6 and 7 as listed above are currently in a General Residential Zone under the Sanford Zoning Ordinance; and

WHEREAS, the General Residential Zone presently does not allow for Retail Stores, including the proposed retail store with a drive through and in-store health clinic; and

WHEREAS, as shown on Exhibit A attached,²¹ the developer wishes to remove the existing buildings and consolidate the above properties into two parcels, which will in turn allow for (a) the sale of a new parcel to the York County Federal Credit Union with a rebuilt and redesigned 3,000 square foot credit union building; and (b) lease of another parcel to Walgreens with construction of a new 14,250 square foot pharmacy and retail store with drive-through and in-store health clinic. The uses described above are not currently permitted in the General Residential Zone.

WHEREAS, Developer has requested a Contract Zone of the Property to permit Retail use, and other zoning changes necessary to accommodate the project, specifically that the Town of Sanford allow the following changes to the General Residential Zone and Urban Business Zone:

TABLE I - Zone Changes

| Ordinance Section | Zone | Zone Standards | Existing Condition | Proposed Contract Zone Standards |
|--------------------------|-------------|--|--|--|
| 280-43G(4)(b) | GR | Front Setback - Minimum 20' | Residential uses less than 20' | Front Setback - Minimum 0', no maximum |
| 280-49G(4) | UB | Front Setback - Uniform or Maximum 20' | Personal Services and Offices less than 20' | Front Setback - Retail with drive through Minimum 0', no maximum |
| 280-49G(4) | UB | Front Setback - Uniform or Maximum 20' | Financial with Drive-through - More than 20' | Front Setback -Financial with Drive-through Minimum 0', no maximum |
| 280-49H(2)(a) | UB | Parking to side or rear of building | Parking at side and rear of buildings | Parking allowed in front, side and rear of buildings |

²¹ Editor's Note: The exhibits are on file in the Town offices.

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| Ordinance Section | Zone | Zone Standards | Existing Condition | Proposed Contract Zone Standards |
|----------------------------------|-------------|---|-------------------------------|--|
| 280-43G(5) Also 280-49H(2)(d) | GR | Minimum 10' side and rear setbacks | Not met for all structures | Minimum Side and Rear Setbacks 3' with fence and/or vegetation for screening, or 5' with fence and/or vegetation for screening adjacent to residential use |
| 280-83B(4) | UB/GR | Minimum 60 Parking Spaces | | Meets parking standards |
| 280-76C | | Curb Cuts Maximum Width 26' | | Curb Cuts Maximum Width 30' |
| 280.76C(3) | UB | Curb Cut separation 50' edge to edge; Minimum 20' with PB approval | | Curb Cut Separation, 10' edge to edge |
| 280-84F(2) | GR | Not more than 2 signs, each with an area not more than 8 sq. ft. | | Retail with drive-through total signage (attached and free standing) 347.59 sq. ft. |
| 280-84H(2)(c) | UB | 1 free standing sign, not to exceed 60 sq. ft., for each public street frontage | | Retail with drive-through total signage (attached and free standing) 347.59 sq. ft. |
| | | Attached signs of 64 sq. ft. (for buildings with gross occupied floor area of 10,000 to 14,999 sq. ft.). Credit allowed for unused freestanding sign area | | |

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| Ordinance Section | Zone | Zone Standards | Existing Condition | Proposed Contract Zone Standards |
|---------------------------|-------------|---|-----------------------------------|---|
| TABLE OF LAND USES | | | | |
| 280-Att. 1 | UB | Offices - PR, Personal service - PR Retail - PR Health Service Facility - PR | Offices, Personal service - PR | Retail with drive through and Health Service Facilities (in-store health clinic) - PR |
| | UB | Financial with Drive-through - CU | Financial with Drive-Through | Financial with Drive-through - PR |
| | GR | Residential - PR & P | Residential | Retail with drive through and Health Service Facility (in-store health clinic) - PR |

WHEREAS, the Planning Board found that the request for a Contract Zone to permit Retail use and other zoning changes necessary to accommodate the project on the subject property was consistent with the goals and objectives of the Comprehensive Plan and the Growth Plan of the Town of Sanford.

WHEREAS, the Sanford Town Planner after due consideration recommends the rezoning of the Property as aforesaid; and

WHEREAS, the Project will provide needed business and investment in the Downtown, and improve quality of life by providing a retail store / pharmacy within walking distance of adjacent neighborhoods.

WHEREAS, the Project will create approximately 22 new full time jobs and 12 new part time jobs in the Town of Sanford.

WHEREAS, the project will rebuild a corner property at one of the most important intersections in Town.

WHEREAS, the Project will increase the Town of Sanford's tax base by approximately \$64,000, without increased demands on public infrastructure.

WHEREAS, the Project will improve water quality through stormwater collection and infiltration of minimum of first 1" of runoff.

WHEREAS, the Developer will provide \$1,000 per family towards moving expenses for those existing tenants currently living on the project site who will be required to move if this project is built, said payments being conditioned upon the tenants' cooperation in vacating the leased premises and removing their effects in a timely fashion upon 30 days' notice by landlord (or other notice periods agreed to by the landlord or specified under a lease agreement).

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WHEREAS, the Town of Sanford, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town's local growth program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this Contract Zoning Agreement.

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

1. The Town hereby amends the Zoning Map of the Town of Sanford, by adopting the zoning changes described in the above TABLE 1.
2. Developer is authorized to develop the Property as two new parcels including a retail pharmacy with potential in-store health clinic and a credit union building, both with drive-through facilities. The developer shall obtain separate final planning board approval of the proposed site plan. Unless extended by the Town, construction of the Project shall commence within six months of execution of this contract and shall be substantially completed in accordance with the Plans within the deadlines imposed by the Planning Board. Construction and use of the Property shall be subject to the following conditions:
 - (a) Building Area:

Please refer to plans submitted, in Site Plan-Major Development Application, a reduced copy of which is attached hereto as Exhibit B.²²
 - (b) Permitted Uses:

Retail Stores
In-store health clinic (Health Service Facility)
Retail Drive-Through
Financial Institution with Drive Through
 - (c) Building Design:

Please refer to architectural plans submitted in Site Plan-Major Development Application, reduced copies of which are attached hereto as Exhibit C-1 and Exhibit C-2.²³
 - (d) Landscaping:

Please refer to plans submitted in Site Plan-Major Development Application, a reduced copy of which is attached hereto as Exhibit D.²⁴
 - (e) Sewer and Water:

²² Editor's Note: The exhibits are on file in the Town offices.

²³ Editor's Note: The exhibits are on file in the Town offices.

²⁴ Editor's Note: The exhibits are on file in the Town offices.

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Public water and sewer service. Please refer to plans submitted in Site Plan-Major Development Application, a reduced copy of which is attached hereto as Exhibit E.²⁵

(f) Setbacks:

Please refer to plans submitted in Site Plan-Major Development Application, a reduced copy of which is attached hereto as Exhibit B.

(g) Parking:

Please refer to plans submitted in Site Plan-Major Development Application, a reduced copy of which is attached hereto as Exhibit B.

(h) Signage:

Please refer to plans submitted in Site Plan-Major Development Application, a reduced copy of which is attached hereto as Exhibit C. Signs shall not be back-lit. The LED readerboard shall stay adjusted so as not to violate the Sanford Zoning Ordinance Section 280-84C(2).

(i) Lighting:

Please refer to plans submitted in Site Plan-Major Development Application, a reduced copy of which is attached hereto as Exhibit F.²⁶ The parties further agree that pedestrian lighting to be installed adjacent to the public right of way is not required to remain lit when the proposed Retail Store is not open for business. Said pedestrian lighting shall consist of the same style light fixtures as currently existing at the Mill Yard Road and approved by the Town. Other light fixtures on the site shall be visually compatible with the Mill Yard Road fixtures. Lighting on the site, except lighting necessary for security, shall be turned off no later than 1 hour after the close of business.

(j) Miscellaneous:

Please refer to plans submitted in Site Plan-Major Development Application, a reduced copy of which is attached hereto as Exhibit B. Maximum size for Walgreens delivery trucks shall be WB-40. Deliveries and trash removal shall be prohibited between the hours of 10 p.m. to 6 a.m. Developer, its successors or assigns, shall be responsible for removal of snow on Acorn Street sidewalk adjacent to the site.

(k) Site Plan:

Please refer to plans submitted in Site Plan-Major Development Application, a reduced copy of which is attached hereto as Exhibit B.

(l) Main Street Pedestrian Signals:

²⁵ Editor's Note: The exhibits are on file in the Town offices.

²⁶ Editor's Note: The exhibits are on file in the Town offices.

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The Developer shall contribute \$10,000 to the Town for the purpose of upgrading pedestrian signals on Main Street, to be paid before a Certificate of Occupancy will be issued.

3. Developer shall record this Contract Zoning Agreement in the York County Registry of Deeds within 30 days after its execution by the Town Council.
4. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property except as this Contract Zoning Agreement may be amended by future written agreement of the Town and the Developer or its successors in interest.

The provisions of this Contract Zoning Agreement shall operate as an "overlay" zone and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying Zoning District(s) shall apply. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind the Developer, its successors in interest and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town.

Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance of the Town of Sanford, the Shoreland Zoning Ordinance of the Town of Sanford (as applicable) and any applicable amendments thereto or replacements thereof.

The Town shall have the power to enforce all conditions and restrictions of this Contract, both through enforcement action pursuant to the applicable sections of the Zoning Ordinance and by temporary injunctive relief without notice and preliminary and permanent injunctive relief. Such relief may, in appropriate cases, include an order to take such affirmative steps as may be required to cure any violation of the covenants and restrictions herein. In addition to the foregoing, the Town may impose and collect a civil penalty of up to the maximum allowed by law per day for every day of violation. In the event legal action is taken by the Town to enforce the covenants and restrictions of this Contract, and the court determines that the Developer, its successors and assigns, or any other person, is not in compliance with this Contract, the Developer, its successors and assigns, or such other person shall reimburse the Town for court costs, reasonable attorneys fees and any other payments ordered by the court. The Town shall have the right, but not the duty, in its sole discretion, to enforce the covenants and restrictions of this Contract.

In addition to the foregoing remedies, the Town shall have the right to terminate this Contract as follows. In the event that the Developer or its successors or assigns fail to develop the Project in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach from the Town to the Developer, its successors and assigns, or in the event such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if the Developer, its successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then this Contract may be terminated by vote of the

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Sanford Town Council. In that event, the Property may then be used only for such uses as otherwise allowed by law.

Nothing in this section shall limit the right of the Town Council to, if the conditions and restrictions set forth herein are not fulfilled or complied with within the specified time limits, after review by the Planning Board, extend the time limits or initiate a rezoning to the original zoning district classification or to another zoning district classification as set forth in Section 280.38F of the Zoning Ordinance.

This Agreement may be amended only by written agreement signed by the parties; provided, however, the parties hereby agree that variation from the plans, proposals and supporting documents not in conflict with this Agreement may be approved in accordance with the amendment procedure for Major Site Plans under the Sanford Zoning Ordinance, and that such approvals shall not require amendment of this Agreement.

ZONING

**CONTRACT ZONING
AGREEMENT BETWEEN
THE TOWN OF SANFORD, MAINE AND
BRADY SULLIVAN SANFORD PROPERTIES, LLC
[Adopted 12-18-2012²⁷]**

This Contract Zoning Agreement (the “Agreement”) made as of December ____ 2012, by and between the **TOWN OF SANFORD, MAINE**, a body corporate and politic, located in the County of York and State of Maine (hereinafter the “Town”), and, **BRADY SULLIVAN SANFORD PROPERTIES, LLC**, a Maine limited liability company with a mailing address of 670 N. Commercial Street Manchester, NH 03101 (hereinafter “Developer”), pursuant to 30-A M.R.S.A. § 4352(8), and the Contract Zoning provisions of Section 280-38 of the Sanford Zoning Ordinance:

WHEREAS, Developer, upon the receipt of all necessary, local, state and federal approvals, will purchase the following 3 parcels of real estate (hereinafter collectively referred to collectively, as the “Property”) located at

72 Emery Street in the Town of Sanford, Tax Map J30, Lots 44 & 44B and Tax Map I30, Lot 6. Lot 44 & 44B consisting of approximately 2.78 and 2.26 acres, respectively. Tax Map Lot 130-6 consisting of 4.5 acres; the Property in the entirety, being the premises described by deed recorded in the York County Registry of Deeds in Book 14326, Page 865.

WHEREAS, the Property as listed above are currently in an Industrial Reuse (IR) Zone under the Sanford Zoning Ordinance; and

WHEREAS, the Property is currently being used by a mix of office and commercial users located in an existing mill building situated on Lot 44 of Tax Map J30, and

WHEREAS, the Developer is proposing to renovate the existing mill building and reuse the Property as a mix of Commercial (26,000 square feet) and Multifamily Dwellings (143 Workforce Housing Units) (the “Development”) as shown on the attached Site Plan (“Exhibit A”).²⁸

WHEREAS, the Developer wishes to locate a portion of the Multi-Family Units on the first floor of the existing mill building.

WHEREAS, the Industrial Reuse Zone presently does allow the Commercial, Industrial and Accessory Uses as proposed by the Developer and, is permitted with review (“PR”) but, only allows Multifamily Dwellings above the ground floor of a mixed-use development, and

WHEREAS, the Developer is seeking relief from this restriction of placing Multifamily Dwellings on the first floor of a mixed-use development,

²⁷ Editor’s Note: This legislation, a complete copy of which is on file in the City offices, also included an acknowledgement and agreement to extend and supersede the previous agreement adopted 4-3-2012, signed on 3-22-2012 (which extended the agreement adopted 8-23-2011, signed 10-21-2011, formerly included in this attachment).

²⁸ Editor's Note: The exhibits are on file in the City offices.

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WHEREAS, the current zoning prohibits the placement of new or altered structures within the allowable building setback area, and

WHEREAS, the Developer is seeking relief from the restriction of placing new or altered structures within the building setback area, and

WHEREAS, the Developer is seeking a waiver to allow new off-street parking on Lot J30-44B to primarily serve the front of the existing mill located on Lot J30-44, and other parking needs of such existing mill, and

WHEREAS, the Developer, because of its substantial financial outlays and investment in the Sanford Community, is seeking a waiver of all proposed Road Impact Fees relating to the Project, and

WHEREAS, the Industrial Reuse Zone presently does not allow for exterior storage or display of material or equipment, including but not limited to, dumpsters, compactors, etc. in conjunction with a nonresidential use in any required setback area.

WHEREAS, the Developer, is seeking relief of the above-referenced requirement due to the existing non-conforming site conditions which preclude the Developer from improving the non-conforming status of the Property, and

WHEREAS, as shown on the Site Plan attached as Exhibit A hereto, the scope of the Development is defined on Page 1,²⁹ includes the creation of off-street parking across the street from the existing mill building, and

WHEREAS, the current zoning does not allow for off-street parking to the front of the building, and

WHEREAS, the Developer is seeking relief from this restriction regarding off-street parking to the front of the building, and

WHEREAS, the current Zoning Ordinance requires a total of 320 Parking Spaces for the Development, 14 of which should be designated as Handicap, and

WHEREAS, the Development is designed to provide 276 Parking Spaces 8 of which are to be designated as Handicap Parking, and

WHEREAS, the Developer is seeking a reduction in the total number of required Parking Spaces to 276 with the total Handicap Parking Spaces being reduced to 8, and

WHEREAS, the current Zoning Ordinance requires that illumination from exterior lighting shall be contained on the property, and

WHEREAS, the Development as designed, will have minimal spillover of exterior lighting on to adjacent properties, and

²⁹ Editor's Note: The exhibits are on file in the City offices.

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WHEREAS, the Developer is seeking relief from this restriction and be allowed to have minimal exterior lighting spillover on to adjacent properties, and

WHEREAS, the current Zoning Ordinance allows for a maximum signage that the Developer deems to be inadequate for the scope of the Development, and

WHEREAS, the Developer is seeking a waiver of this Maximum Signage requirement and is requesting signage as outlined as outlined in Table 1 - Zone Changes of this Agreement, and

WHEREAS, Developer has requested a Contract Zone of the Property to permit Commercial, Retail, and Multifamily use and other zoning changes necessary to accommodate the project, specifically that the Town allow the following changes to the Industrial Reuse Zone:

TABLE 1 - Zone Changes

| Ordinance Section | Zone | Zone Standards | Existing Condition | Proposed Contract Zone Standards |
|--------------------------|-------------|--|--|---|
| 280-52G(4)(a) | IR | No Structures in Building Setback Area | Existing Non-Conformity | Allow for Additional Structures within Building Setback Areas |
| 280-83 | IR | Town Required parking 320 spaces | Mill mostly vacant | Reduction in required parking spaces to 276 |
| 280-52H(1)(a) | IR | Off-street parking required to be located to the side and rear of the building | Mill mostly vacant | Allow off-street parking to the front of, and across the street from, the existing building |
| 280-83C(7) | IR | 14 parking spaces designated as Handicap Parking | None apparent | Allow 8 designated Handicap Parking Spaces |
| 136 | IR | Road Impact Fees | Pending Assessment of Road Impact Fees | Waiver of Assessed Road Impact Fees |
| 280-52H(1)(d) | IR | No storage or display of material/equipment in setback | Equipment in setback areas | Allow storage and display of material/equipment in setback areas |
| 280-52H(1)(b) | IR | Illumination from exterior lighting shall be contained on the property | Unknown | Allow for spillover of exterior lighting on to adjacent properties |

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| Ordinance Section | Zone | Zone Standards | Existing Condition | Proposed Contract Zone Standards |
|---|-------------|---|---------------------------------|---|
| 280-84H | IR | Signs: Residential: 2 each ≤16 sq. ft. Commercial: 3 freestanding each ≤120 sq. ft.; 2 directory ≤32 sq. ft.; attached each ≤32 to 48 sq. ft. | Signage within ordinance limits | Allow additional signage: 3 building banners each ≤150 sq. ft.; sales and marketing signs and banners; A-frame signs; tenant signs each ≤ twice the ordinance limit; building directional signs in ROW and in vicinity of existing building |
| TABLE OF LAND USES | | | | |
| 280-Attachment 1, Section II | IR | Residential Uses | Limited Commercial | Allow Residential Uses as defined in 280-Attachment 1 Section II Excluding Sub-Sections (A) [6,7], (C)[4]. |
| 280-Attachment 1, Section II Sub-Section A(5) | IR | Multifamily dwellings allowed above ground floor of mixed-use Commercial | Limited Commercial | Allow for multifamily dwellings on ground floor of Development |
| 280-Attachment 1, Section III | IR | Institutional Uses | Limited Commercial | Allow Institutional Uses as defined in 280-Attachment 1 Section III Excluding Sub-Sections A (11, 13) |
| 280-Attachment 1, Section V | IR | Utility Uses | Limited Commercial | Allow All Utility Uses as defined in 280-Attachment 1 Section V |

ZONING

| Ordinance Section | Zone | Zone Standards | Existing Condition | Proposed Contract Zone Standards |
|------------------------------|-------------|--------------------------------|---------------------------|--|
| 280-Attachment 1, Section VI | IR | Commercial and Industrial Uses | Limited Commercial | Allow Commercial and Industrial Uses as defined in Attachment 1, Section VI Excluding: Sub-Sections (A) [4,20,21,22,23, 23a, 24, 24a, 24b, 25, 26, 31,31a, 32,33,34,35] Sub-Sections (B) [3,4,5a] |
| Attachment 1, Section VII | IR | Accessory Uses | Limited Commercial | Allow All Accessory Uses as defined in 280-Attachment 1 Section VII |

WHEREAS, the Planning Board found that the request for a Contract Zone to permit Retail use and other zoning changes necessary to accommodate the project on the subject property was consistent with the goals and objectives of the Comprehensive Plan and the Growth Plan of the Town.

WHEREAS, the Sanford Town Planner after due consideration recommends the rezoning of the Property as aforesaid; and

WHEREAS, the Project will attract and provide needed business investment and within walking distance from in Downtown, and

WHEREAS, the Project being the first of its kind in the mill yard, will also serve as an impetus for future development by attracting new businesses to the mill yard, pursuant to the Comprehensive Plan, and

WHEREAS, the Town, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town’s local growth program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this Contract Zoning Agreement.

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

1. The Town hereby amends the Zoning Map of the Town of Sanford, by adopting the zoning changes described in the above TABLE 1.
2. Developer is authorized to develop the Property as three new and, or, renovated parcels per the Approved Site Plan and the Development scope as mentioned herein. The

SANFORD CODE

Developer shall obtain separate final planning board approval of the proposed Site Plan. Unless extended by the Town, construction of the Project shall commence within Eighteen (18) months of execution of this Contract and shall be substantially completed in accordance with the Exhibit A provided that all state, local, and federal tax credits that have been applied for have been granted to the Developer. In the event that a granting of the state, local and federal tax credits applied for are significantly delayed, the foregoing period may be extended by mutual written agreement of the parties. In the event that the state, local and federal tax credits applied for are not all granted, this Agreement shall be terminated and become void upon the Developer informing the Town of the same. Construction and use of the Property shall be subject to the following conditions:

(a) Building Area

See Exhibit A.³⁰

(b) Permitted Uses:

See Table I Zone Changes

(c) Building Design:

See architectural plans as submitted in Site Plan-Major Development Application, a reduced copy of which is attached hereto as Exhibit B.³¹

(d) Landscaping:

See Exhibit A.

(e) Sewer and Water:

Public water and sewer service. See Exhibit A and, the two attached Capacity Letters received from the Sanford Water & Sewer Districts dated July 15, 2011.

(f) Setbacks:

See Exhibit A.

(g) Parking:

See Exhibit A.

(h) Signage:

Three banner-type signs on the existing mill building, each not to exceed 150 square feet. Sales and marketing signs to include banners, pennants, flags, A-frame-type signs. Also, signage for potential tenants to be situated between the sill and the lentil

³⁰ Editor's Note: The exhibits are on file in the City offices.

³¹ Editor's Note: The exhibits are on file in the City offices.

ZONING

of each floor, each not to exceed twice the current sign ordinance limitations. Also, building directional signage that may be placed within the town's right-of-way and on or around the immediate vicinity of the existing mill building..

(i) Lighting:

See Exhibit A. The parties further agree that pedestrian lighting to be installed in the public right of way shall remain property of the Developer, its successors or assigns; said lighting shall be maintained and powered at the expense of the Developer, its successors or assigns. All lighting to be high-pressure sodium.

(j) Miscellaneous:

See Exhibit A-Sheet C9 which among other things, denotes portions of Developer's work that is to be done in the Town of Sanford's Right of Way. Said work to include: Landscaping, Curbing, Drainage, Painting of Pedestrian Crosswalks. The Town of Sanford hereby grants a license to the Developer for the installation and maintenance of all improvements within the town's right-of-way pursuant to Exhibit A, Sheet C9. Such licensing shall be confined by such instruments as are reasonably necessary, based on the Town's standard practices.

3. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property except as this Contract Zoning Agreement may be amended by future written agreement of the Town and the Developer or its successors in interest.
4. The provisions of this Contract Zoning shall operate as an "overlay" zone and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying Zoning District(s) shall apply. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind the Developer, its successors in interest and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town.
5. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance of the Town of Sanford, the Shoreland Zoning Ordinance of the Town of Sanford (as applicable) and any applicable amendments thereto or replacements thereof.
6. The Town shall have the power to enforce all conditions and restrictions of this Contract, both through enforcement action pursuant to the applicable sections of the Zoning Ordinance and by temporary injunctive relief without notice and preliminary and permanent injunctive relief. Such relief may, in appropriate cases, include an order to take such affirmative steps as may be required to cure any violation of the covenants and restrictions herein. In addition to the foregoing, the Town may impose and collect a civil penalty of up to the maximum allowed by law per day for every day of violation. The Town shall have the right, but not the duty, in its sole discretion, to enforce the covenants and restrictions of this Contract.

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7. In addition to the foregoing remedies, the Town shall have the right to terminate this Contract as follows:
 - (a) In the event that the Developer or its successors or assigns fail to develop the Project in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of ninety (90) days after written notice of such failure or breach from the Town to the Developer, its successors and assigns, or in the event such failure or breach cannot reasonably be remedied or cured within such Ninety (90) Day period, if the Developer, its successors or assigns, fails to commence to cure or remedy such failure or breach within said ninety (90) day period, and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then this Contract may be terminated by vote of the Sanford Town Council. In that event, the Property may then be used only for such uses as otherwise allowed by law.
 - (b) Nothing in this section shall limit the right of the Town Council to, if the conditions and restrictions set forth herein are not fulfilled or complied with within the specified time limits, after review by the Planning Board, extend the time limits or initiate a rezoning to the original zoning district classification or to another zoning district classification as set forth in Section 280-38F of the Zoning Ordinance.
8. This Agreement may be amended only by written agreement signed by the parties; provided, however, the parties hereby agree that variation from the plans, proposals and supporting documents not in conflict with this Agreement may be approved in accordance with the amendment procedure for Major Site Plans under the Sanford Zoning Ordinance, and that such approvals shall not require amendment of this Agreement.
9. Developer shall record this Contract Zoning Agreement in the York County Registry of Deeds within one hundred and eighty (180) days after its approval by the Town Council. If the Contract Zoning Agreement is not recorded in the York County Registry of Deeds within one hundred and eighty (180) days after its approval by the Town Council, but the Town Council may extend the recording period for an additional ninety (90) days if the request for extension is made prior to the expiration of the original one hundred and eighty-day period.
10. This Agreement shall be subject to the following general conditions and restrictions:
 - (a) 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 portions shall be deemed as separate, distinct, and independent provisions and such determination shall not affect the validity of the remaining portions hereof.
 - (b) This Agreement may be amended only by written agreement signed by the parties; provided, however, the parties hereby agree that the Planning Board may approve minor and/or unsubstantial changes to the Plans for the Project and that such approvals shall not require amendment of this Agreement.

ZONING

- (c) This Agreement shall not become effective until it is executed, delivered to the Town Council, and recorded by the Developer at the York County Registry of Deeds in compliance with the schedule set forth in § 280-38F(1) of the Ordinance.

ZONING

CONTRACT ZONING AGREEMENT BETWEEN THE CITY OF SANFORD AND STONE & STONE LLC [Adopted 4-16-2013]

This Contract Zoning Agreement (the “Agreement”) made as of June 17, 2013, by and between the CITY OF SANFORD, a body corporate and politic, located in the County of York and State of Maine (hereinafter the “Town”), and, STONE & STONE, LLC a New Hampshire limited liability company with a mailing address of 6 Meloon Road, Greenland, NH 03840 (hereinafter “Developer”), pursuant to 30-A.M.R.S.A. § 4352(8), and the Contract Zoning provisions of Section 280-38 of the Sanford Zoning Ordinance:

WHEREAS, Developer, owns the following 3 parcels of real estate (hereinafter collectively referred to collectively, as the “Property”) located at

72 Emery Street in the Town of Sanford, Tax Map J30, Lots 44 & 44B and Tax Map I30, Lot 6. Lot 44 & 44B consisting of approximately 2.78 and 2.26 acres, respectively. Tax Map Lot I30-6 consisting of 4.5 acres. The Property in the entirety, being the premises described by deed recorded in the York County Registry of Deeds in Book 14326, Page 865.

WHEREAS, the Property as listed above is currently the subject of a contract zone dated October 21, 2011 between the then Town of Sanford and the Brady Sullivan Sanford Properties, LLC, and

WHEREAS: Brady Sullivan Sanford LLC was unable to obtain all necessary, local, state and federal approvals and has withdrawn their purchase and sales agreement, and

WHEREAS, The Developer is proposing to renovate the existing mill building and reuse the Property as a vertical mixed use (VMU) complex, and

WHEREAS, the City agrees to amend the existing contract zone such that the Developer may begin to market the building as soon as possible with the revised uses and maintain the approved site plan; and

WHEREAS, The City wishes to permit the Developer the greatest flexibility in the reuse of the building and finds the proposed VMU use to be the best method to permit the Developer to utilize the building; and

WHEREAS, The current zoning prohibits the placement of new or altered structures within the allowable building setback area, and

WHEREAS, The Developer is seeking relief from the restriction of placing new or altered structures within the building setback area, and

WHEREAS, The Developer is seeking a waiver to allow new off-street parking on Lot J30-44B and subsequent revisions to the contract to primarily serve the front of the existing mill located on Lot J30-44, and other parking needs of such existing mill, and

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WHEREAS, The Developer, because of its substantial financial outlays and investment in the Sanford Community, is seeking a waiver of all proposed Road Impact Fees relating to the Project, and

WHEREAS, the Industrial Reuse Zone presently does not allow for exterior storage or display of material or equipment, including but not limited to, dumpsters, compactors, etc. in conjunction with a nonresidential use in any required setback area.

WHEREAS, The Developer, is seeking relief of the above-referenced requirement due to the existing non-conforming site conditions which preclude the Developer from improving the non-conforming status of the Property, and

WHEREAS, as shown on the site plan attached as Exhibit A hereto, the scope of the Development includes the creation of off-street parking across the street from the existing mill building, and

WHEREAS, the current zoning does not allow for off-street parking to the front of the building, and

WHEREAS, the Developer is seeking relief from this restriction regarding off-street parking to the front of the building, and

WHEREAS, the current Zoning Ordinance requires a total of 320 Parking Spaces for the Development, 14 of which should be designated as Handicap, and

WHEREAS, the Development is designed to provide 276 Parking Spaces 8 of which are to be designated as Handicap Parking, and

WHEREAS, the Developer is seeking a reduction in the total number of required Parking Spaces to 276 with the total Handicap Parking Spaces being reduced to 8, and

WHEREAS, the current Zoning Ordinance requires that illumination from exterior lighting shall be contained on the property, and

WHEREAS, the Development as designed, will have minimal spillover of exterior lighting on to adjacent properties, and

WHEREAS, the Developer is seeking relief from this restriction and be allowed to have minimal exterior lighting spillover on to adjacent properties, and

WHEREAS, the current Zoning Ordinance allows for a maximum signage that the Developer deems to be inadequate for the scope of the Development, and

WHEREAS, the Developer is seeking a waiver of this Maximum Signage requirement and is requesting signage as outlined as outlined in Table 1-Zone Changes of this Agreement, and

WHEREAS, Developer has requested a Contract Zone of the Property to permit Commercial, Retail, and Multifamily use and other zoning changes necessary to accommodate the project

ZONING

and permit development as a vertical mixed use complex, specifically that the Town of Sanford allow the following changes to the Industrial Reuse Zone:

TABLE 1 - Zone Changes

| Ordinance Section | Zone | Zone Standards | Existing Condition | Proposed Contract Zone Standards |
|--------------------------|-------------|--|--|--|
| 280-52 G(4)[a] | IR | No Structures in Building Setback Area | Existing Non-Conformity | Allow for Additional Structures within Building Setback Areas |
| 280-83 | IR | Town Required parking 320 spaces | Mill mostly vacant | Reduction in required parking spaces to 276 |
| 280-52 H(1)[a] | IR | Off-street parking required to be located to the side and rear of the building | Mill mostly vacant | Allow off-street parking to the front of, and across the street from, the existing building. |
| 280-83 C(7) | IR | 14 parking spaces designated as Handicap Parking | None apparent | Allow 8 designated Handicap Parking Spaces |
| 136 | IR | Road Impact Fees | Pending Assessment of Road Impact Fees | Waiver of Assessed Road Impact Fees |
| 280-52 H(1)[d] | IR | No storage or display of material/equipment in setback | Equipment in setback areas. | Allow storage and display of material/equipment in setback areas |
| 280-52 H(1)[b] | IR | Illumination from exterior lighting shall be contained on the property | Unknown | Allow for spillover of exterior lighting on to adjacent properties |
| 280-84.H | IR | Signs: Residential: 2 each ≤ 16 sq. ft. Commercial: 3 freestanding each ≤ 120 sq. ft.; 2 directory ≤ 32 sq. ft.; attached each ≤ 32 to 48 sq. ft. | Signage within ordinance limits | TBA |
| TABLE OF LAND USES | | | | |

Table of Land Uses

Replace existing changes contained in the Table chart in the contract with the following table: An overlay vertical mixed use (VMU) for tax map J30 Lots 44, 44B and I30 lot 6 is established.

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Uses are to be defined using the NAICS (North American Industry Classification System for the nonresidential uses; residential use definitions to follow II Residential Uses in Zoning Chapter 280 Attachment 1.

| NAICS Sector | NAICS Name of Use | Permitted Uses (NAICS No.) |
|---------------------|---|---|
| 11 | Agriculture, Forestry, Fishing & Hunting | 112, 1114, 1119, 151 |
| 22 | Utilities | All |
| 23 | Construction | All |
| 31-33 | Manufacturing | 3111 to 3115, 3117 to 3159, 321 to 3219, 3222, 323, 3254, 3256, 326, 327, 332, 333, 334, 335, 336, 337, 339 |
| 42 | Wholesale Trade | All |
| 44-45 | Retail Trade | 441-446, 448-454 |
| 48-49 | Transportation & Warehousing | 482-493 |
| 51 | Information | All |
| 52 | Finance & Insurance | All |
| 53 | Real Estate & Rental & Leasing | All |
| 54 | Professional, Scientific & Technical Services | All |
| 55 | Management of Cos. & Enterprises | All |
| 56 | Administrative & Support & Waste | All |
| 61 | Educational Services | All |
| 62 | Health Care & Social Services | All |
| 71 | Arts, Entertainment & Recreation | All |
| 72 | Accommodation & Food Services | All |
| 81 | Other Services (except Public Administration) | All |
| 92 | Public Administration | All |
| Residential Uses | Multifamily Units (rental or condo) | P |

WHEREAS, the Planning Board found that the request for a Contract Zone to permit Retail use and other zoning changes necessary to accommodate the project on the subject property was consistent with the goals and objectives of the Comprehensive Plan and the Growth Plan of the City of Sanford.

WHEREAS, the Sanford City Planner after due consideration recommends the rezoning of the Property as aforesaid; and

WHEREAS, the Project will attract and provide needed business investment and within walking distance from in Downtown, and

WHEREAS, the Project being the first VMU in the mill yard, will also serve as an impetus for future development by attracting new businesses to the mill yard, pursuant to the Comprehensive Plan and Area Wide Brownfields Redevelopment Plan.

WHEREAS, the City of Sanford, by and through its City Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town’s local growth program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this amended Contract Zoning Agreement.

ZONING

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

1. The Town hereby amends the Zoning Map of the City of Sanford, by adopting the zoning changes described in the above TABLE 1.
2. Developer is authorized to develop the Property as three new and, or, revamped parcels per the Approved Site Plan and Project scope as mentioned herein. The developer shall obtain separate final planning board approval of the proposed site plan. Unless extended by the Town, and so long as all state and federal tax credits being applied for by Developer have been granted, construction of the Project shall commence within 18 Months of execution of this contract and shall be substantially completed in accordance with the Plans. In the event that the tax credits applied for are significantly delayed, the foregoing period shall be extended by mutual written agreement of the parties. Construction and use of the Property shall be subject to the following conditions:
 - (a) Building Area
See Exhibit A.
 - (b) Permitted Uses:
See Table I Zone Changes
 - (c) Building Design:
Vertical Mixed Use: Design to be based upon uses needs and code compliance
 - (d) Landscaping:
See Exhibit A.
 - (e) Sewer and Water:
Public water and sewer service. See Exhibit A and, the two attached Capacity Letters received from the Sanford Water & Sewer Districts dated July 15, 2011.
 - (f) Setbacks:
See Exhibit A.
 - (g) Parking:
See Exhibit A.
 - (h) Signage:

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TBA

(i) Lighting:

See Exhibit A. The parties further agree that pedestrian lighting to be installed in the public right of way shall remain property of the Developer, its successors or assigns; said lighting shall be maintained and powered at the expense of the Developer, its successors or assigns. Lighting design to be consistent with style in the Mill Yard.

(j) Miscellaneous:

See Exhibit A-Sheet C9 which among other things, denotes portions of Developer's work that is to be done in the Town of City's Right of Way. Said work to include: Landscaping, Curbing, Drainage, Painting of Pedestrian Crosswalks. The City of Sanford hereby grants a license to the Developer for the installation and maintenance of all improvements within the town's right-of-way pursuant to Exhibit A, Sheet C9. Such licensing shall be confined by such instruments as are reasonably necessary, based on the City's standard practices.

3. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property except as this Contract Zoning Agreement may be amended by future written agreement of the City and the Developer or its successors in interest.

The provisions of this Contract Zoning shall operate as an "overlay" zone and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying Zoning District(s) shall apply. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind the Developer, its successors in interest and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the City.

Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance of the City of Sanford, the Shoreland Zoning Ordinance of the City of Sanford (as applicable) and any applicable amendments thereto or replacements thereof.

The City shall have the power to enforce all conditions and restrictions of this Contract, both through enforcement action pursuant to the applicable sections of the Zoning Ordinance and by temporary injunctive relief without notice and preliminary and permanent injunctive relief. Such relief may, in appropriate cases, include an order to take such affirmative steps as may be required to cure any violation of the covenants and restrictions herein. In addition to the foregoing, the City may impose and collect a civil penalty of up to the maximum allowed by law per day for every day of violation.

The City shall have the right, but not the duty, in its sole discretion, to enforce the covenants and restrictions of this Contract.

ZONING

In addition to the foregoing remedies, the City shall have the right to terminate this Contract as follows:

In the event that the Developer or its successors or assigns fail to develop the Project in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of 90 days after written notice of such failure or breach from the City to the Developer, its successors and assigns, or in the event such failure or breach cannot reasonably be remedied or cured within such ninety-day period, if the Developer, its successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty-day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then this Contract may be terminated by vote of the Sanford City Council. In that event, the Property may then be used only for such uses as otherwise allowed by law.

Nothing in this section shall limit the right of the City Council to, if the conditions and restrictions set forth herein are not fulfilled or complied with within the specified time limits, after review by the Planning Board, extend the time limits or initiate a rezoning to the original zoning district classification or to another zoning district classification as set forth in Section 280.38.F of the Zoning Ordinance.

This Agreement may be amended only by written agreement signed by the parties; provided, however, the parties hereby agree that variation from the plans, proposals and supporting documents not in conflict with this Agreement may be approved in accordance with the amendment procedure for Major Site Plans under the Sanford Zoning Ordinance, and that such approvals shall not require amendment of this Agreement.

Dated on the date first above written.

ZONING

CONTRACT ZONING AGREEMENT BETWEEN THE CITY OF SANFORD AND VC PROPERTIES, LLC

[Adopted 9-6-2016 by Order No. 16-115.06]

This Contract Zoning Agreement (the “Agreement”) made by and between the CITY OF SANFORD, MAINE, a body corporate and politic, located in the County of York and State of Maine (the “City”), and VC PROPERTIES, LLC, a limited liability company with a principal place of business at 22 Oakwood Drive, Town of Kennebunkport, County of York, State of Maine (the “Developer”). Pursuant to 30-A M.R.S.A. § 4352(8) and the Contract Zoning provisions of Article X, Section 280-38³² of the City of Sanford Code (the “Code”), and in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

I. PREAMBLE

WHEREAS:

- (A) Pursuant to a Lease dated August 9, 2013, a Memorandum/Notice of which is recorded at the York County Registry of Deeds in Book 16719, Page 87, Richard S. Bond and Patrick D. Bond are the Lessors (the “Owners”) and the Developer is the Lessee of certain real estate situated at Oak Street (Tax Map R5, Lot 32), Sanford, Maine, which it desires to develop as a new Telecommunications Facility, including a Transmitter Tower for FCC licensed wireless service providers to be able to improve the wireless services to the Oak Street and Springvale areas (the “Project”); and
- (B) The said real estate is located in the RR Zone, and Transmitter Towers are a conditionally permitted use as long as the site falls within a Tower Overlay Zone; and
- (C) The said real estate is not located within an approved Tower Overlay Zone; and
- (D) The Developer has applied for and obtained approval to re-zone a portion of the said real estate (the “Property”) pursuant to the Contract Zoning provisions of the Code to create the Mariner Transmitter Tower Overlay Zone; and
- (E) The Mariner Transmitter Tower Overlay Zone will consist of a circle with a 160 radius from the center of the base of the Transmitter Tower; and
- (F) The Developer, as the owner of the proposed Transmitter Tower has agreed to provide co-location sites to the City as set forth within attached Exhibit E;³³
- (G) The Planning Board has found that the proposed Transmitter Tower location is not inconsistent with the City’s Comprehensive Plan as required by § 280-38 of the Code; and
- (H) The City has reviewed and found the major Site Plan to be compliant with the guidelines of the Code; and

³² Editor’s Note: See new § 280-10-4, Contract Zoning.

³³ Editor’s Note: The exhibits are on file in the City offices.

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- (I) The Developer has provided verification that it is in compliance with any and all state and federal regulations;
- (J) With the consent of the Owners, the Developer has requested, pursuant to § 280-38 of the Code, that the City Council adopt amendments to the Official Zoning Map and the RR Zone regulations that shall be applicable solely to the Property in order to permit the Project to be developed on the Property;
- (K) The rezoning provided in this Agreement is consistent with the City's growth management program, as required by 30-A M.R.S.A. § 4352(8)(A);
- (L) The rezoning provided in this Agreement authorizes development that is compatible with the existing and permitted uses within the RR Zone, as required by 30-A M.R.S.A. § 4352(8)(B) and § 280-38 of the Code; and
- (M) The rezoning provided in this Agreement includes only conditions and restrictions that relate to the physical development or operation of the Property, as required by 30-A M.R.S.A. § 4352(8)(C).

II. AMENDMENTS TO OFFICIAL ZONING MAP AND CODE

NOW THEREFORE,

Pursuant to 30-A M.R.S.A. § 4352(8) and § 280-38 of the Code, the City, by and through its City Council, hereby approves the following amendments to the Official Zoning Map and to the Code:

- (a) The City shall amend the Official Zoning Map of the City of Sanford, Maine, by causing the Property to be designated as the "Mariner Transmitter Tower Overlay Zone," as shown on Exhibit A³⁴ attached to this Agreement.
- (b) The provisions of this Agreement shall operate as an "overlay" zone and except as otherwise set forth on the Plans attached hereto as Exhibit B³⁵ all other requirements of the underlying RR Zone shall apply. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind the Owners, the Developer, their successors in interest and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the City.
- (c) Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Code, the Shoreland Zoning Ordinance of the City of Sanford, Maine (as applicable) and any applicable amendments thereto or replacements thereof.

III. CONDITIONS AND RESTRICTIONS.

³⁴ Editor's Note: The exhibits are on file in the City offices.

³⁵ Editor's Note: The exhibits are on file in the City offices.

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PROVIDED THAT,

The above-described amendments to the Official Zoning Map and Code shall be subject to the following specific conditions and restrictions:

- (a) The Developer is hereby authorized to develop the Project at the Property in strict compliance with the Plans attached hereto as Exhibit B, provided that if the Planning Board, during subsequent land use review of the Project, shall require or approve minor and/or insubstantial amendments to said Plans, such amendments to the said Plans shall not require amendment of this Agreement.
- (b) Unless extended by the City in writing, construction of the Project shall commence within one year after the effective date of this Agreement and shall be substantially completed in accordance the Plans within two years of the date of this Agreement. The running of these time periods shall be suspended during any appeals. Construction and use of the Property shall be subject to the following conditions:
 - (1) Terms, conditions, restrictions, casements and matters set forth on plans entitled “MARINER TOWER SITE: SPRINGVALE SANFORD, MAINE NEW 160 TALL LATTICE TOWER WITH NEW ANTENNAS AND EQUIPMENT CABINETS” dated 8-13-2014 prepared by AMEC Environment and Infrastructure, Inc. of South Portland, Maine, a reduced copy of which is attached hereto as Exhibit B; and
 - (2) Findings of Fact and Recommendations of the Sanford Planning Board attached hereto as Exhibit C;³⁶ and
 - (3) Conditions of Site Plan Approval of the City of Sanford attached hereto as Exhibit D, which includes a performance bond sufficient to address removal of the tower upon the end of operational use.
 - (4) Antenna and Equipment Agreement between VC Properties, LLC and the City of Sanford attached hereto as Exhibit E.
- (c) The Developer shall record this Agreement in the York County Registry of Deeds within 30 days after its execution by the City Council.
- (d) Pursuant to § 280-38F³⁷ of the Code, the conditions and restrictions of this Agreement shall run with the Property; and shall bind the Owners, the Developer, their successors in interest and assigns of said Property or any part thereof, unless amended or repealed by future vote of the City Council.
- (e) The City shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to the applicable sections of

³⁶ Editor’s Note: The exhibits are on file in the City offices.

³⁷ Editor’s Note: See now § 280-10-4F.

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the Code and as allowed by Maine law. Such relief may, in appropriate cases, include an order to take such affirmative steps as may be required to cure any violation of the covenants and restrictions herein. In addition to the foregoing, the City may impose and collect a civil penalty of up to the maximum allowed by law per day for every day of violation. In the event legal action is taken by the City to enforce the covenants and restrictions of this Agreement, and the court determines that the Developer, its successors and assigns, or any other person, is not in compliance with this Agreement, the Developer, its successors and assigns, or such other person shall reimburse the City for court costs, reasonable attorney's fees and any other payments ordered by the court. The City shall have the right, but not the duty, in its sole discretion, to enforce the covenants and restrictions of this Agreement.

- (f) In addition to the foregoing remedies, the City shall have the right to terminate this Agreement as follows. In the event that the Developer or its successors or assigns fail to develop the Project in accordance with this Agreement, or in the event of any other breach hereof, and such failure or breach continues for a period of 30 days after written notice from the City to the Developer, its successors and assigns, specifying the building(s) that are in breach, if applicable, and the nature of the non-compliance, or in the event such failure or breach cannot reasonably be remedied or cured within such thirty-day period, if the Developer, its successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty-day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then this Agreement may be terminated by vote of the Sanford City Council with respect to such non-compliant building(s), if applicable. In that event, the Property or noncompliant structure, as the case may be, may then be used only for such uses as otherwise allowed by law.
- (g) Nothing in this section shall limit the right of the City Council to, if the conditions and restrictions set forth herein are not fulfilled or complied with within the specified time limits, after review by the Planning Board, extend the time limits or initiate a rezoning to the original zoning district classification or to another zoning district classification as set forth in Article X, Section 280-38F(2)³⁸ of the Code.

AND this Agreement shall be subject to the following general conditions and restrictions:

- (a) 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 portions shall be deemed as separate, distinct, and independent provisions and such determination shall not affect the validity of the remaining portions hereof.
- (b) This Agreement may be amended only by written agreement signed by the parties; provided, however, the parties hereby agree that the Planning Board may approve minor and/or unsubstantial changes to the Plans for the Project and that such approvals shall not require amendment of this Agreement.

³⁸ Editor's Note: See now § 280-10-4F(2).

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- (c) This Agreement shall not become effective until it is executed, delivered to the City Council, and recorded by the Developer at the York County Registry of Deeds in compliance with the schedule set forth in Article X, Section 280-38.F.1 of the Code.

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**CONTRACT ZONING AGREEMENT
BETWEEN THE CITY OF SANFORD AND
NASSON DEVELOPMENT I, LLC**

This Contract Zoning Agreement made as of the ____ day of May, 2023, by and between the CITY OF SANFORD, a body corporate and politic, located in the County of York and State of Maine (hereinafter the “City”), and NASSON DEVELOPMENT I, LLC, a Maine limited liability company, with an address of 30 Exchange Street, Portland, Maine 04101 (together with its successors and assigns, hereinafter “Developer”), pursuant to the 30-A M.R.S. § 4352(8) and the contract zoning provisions in Section 280-10-4 of the Sanford Zoning Ordinance (“the Ordinance”):

WHEREAS, Developer owns certain parcels of real estate located in Springvale Village in Sanford, Maine on the location of the former Nasson College’s Upper Campus including three vacant former dormitories known as Hanscom Hall, Fobes Hall and Pryor-Hussey Hall (the “Dormitories”), and consisting of approximately 26 acres with the buildings and improvements thereon, being parcels R5-91, R5-94, and R5-70 on the City’s Tax Map, (hereinafter the “Property”); and

WHEREAS, in 1983 Nasson College ceased operations and the dormitories were vacated, and since that time multiple efforts to redevelop the property for education purposes have not been successful; and

WHEREAS, to carry out the goals of the Sanford Comprehensive Plan to redevelop the former Nasson College campus and encourage new mixed-use development within the Village of Springvale, the Sanford City Council extended the Urban Zone to the Property and parcels around the Property in 2023; and

WHEREAS, the Developer wishes to develop the Property as a phased, mixed use extension of Springvale Village with multifamily dwellings and a wide range of nonresidential uses limited in size designed to serve the immediate surrounding neighborhoods, generally consisting of mixed use buildings and some single use buildings (both residential and nonresidential), and with a goal of 25% home ownership for dwellings at full build out of the Property (“the Project”); and

WHEREAS, in order for the Project to be constructed and operated certain amendments to the Ordinance are required; and

WHEREAS, Developer has requested a Contract Zone for the Property to permit zoning, use, and dimensional changes necessary to accommodate the Project;

WHEREAS, the Planning Board, pursuant to Section 280-10-4(E) of the Ordinance and 30-A M.R.S.A. §4352(8), after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid; and

WHEREAS, the Project is consistent with the City’s Comprehensive Plan in that it supports redevelopment of the Upper Campus as a mixed-use extension of Springvale Village, is designed to encourage a walking environment and pedestrian scale with no drive through

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facilities, upgrades existing housing stock and livability of older neighborhoods, minimizes suburban style residential projects, and will allow small scale, neighborhood-oriented commercials into or near existing and developing residential uses; and

WHEREAS, the proposed uses are consistent with the existing and permitted uses within the Urban Zone outlined in Section 280-11-4 of the Ordinance as a variety of residential, commercial, industrial, institutional, and recreational uses are permitted in the Urban Zone, and the proposed uses are consistent with the intensity of these uses; and

WHEREAS, the City of Sanford, by and through its City Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the City's local Comprehensive Plan, will establish rezoned areas that are consistent with the existing and permitted uses within the original zoning district, and has authorized the execution of this Contract Zoning Agreement.

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

1. The City hereby amends the Zoning Map of the City of Sanford, by adopting the map change amendment shown on **Exhibit A**.
2. Developer is authorized to develop the Project, including the renovation of the existing dormitory buildings, subject to the following conditions:
 - a. **Allowed Uses**: In addition to the permitted and conditional uses in the Urban Zone, the uses outlined in **Exhibit B** attached to this Agreement are allowed or prohibited as noted thereon.
 - b. **Size Limitations for Nonresidential Uses**: Nonresidential uses shall occupy no larger than 1,500 square feet within mixed use buildings and 2,500 square feet in freestanding structures.
 - c. **Perimeter Setbacks**: The minimum setback from the property lines along the perimeter of the contract zone shall be 25 feet, except there is no minimum setback from the property line bordering Summer Street and bordering the Rail Trail west of the property line as depicted on **Exhibit A** attached to this agreement. Notwithstanding the foregoing, in the event that the Property is divided into individual lots, within the boundaries of the contract zone there shall be no minimum setback requirement beyond the minimum setback lines depicted in **Exhibit A**.
 - d. **Land Use Reviews and Phasing**: Subject to the provisions in Section 280-10-4(G) of the Ordinance, each phase of the Project described in this Section 2d may be approved separately by the Planning Board, consistent with the then existing and applicable site plan and subdivision ordinances:
 - i. **Phases 1**: Phase 1 will include the renovation and rehabilitation of the Dormitories into three (3) residential apartment buildings containing a total of

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eighty-three (83) market rate residential units offered for rent (“Phase 1”). The construction of a new access road extending from King Street into the Property and associated improvements is required as part of Phase 1.

- ii. Subsequent Phases of Development: Subsequent phases of development may include new construction single use and mixed-use buildings, including both residential and nonresidential uses in subsequent Phases of Development (“Subsequent Phases” and each a “Subsequent Phase”). Prior to the commencement of any Subsequent Phase, the Developers agree to develop and submit for Planning Board review and approval master plan for the Project which lays out the approximate location of new buildings and uses to be developed as a part of the Subsequent Phases of the Project.
3. The Developer shall record this Contract Zoning Agreement in the York County Registry of Deeds within thirty (30) days after its execution by the City Council.
4. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property except as this Contract Zoning Agreement may be amended by future written agreement with the City of Sanford and the Developer or its successors in interest. This Agreement shall be binding upon subsequent record owners of the Property. This Agreement may not be amended except by mutual agreement of the Parties. For the avoidance of doubt, the Developer shall have the right to sell or transfer portions of the Property in connection with the development of the Project, and the benefits and obligations of the Developer shall also apply to the Developer’s successors and assigns. Any subsequent Developer must comply with the financial and technical capacity and performance guarantee requirements under the applicable site plan and subdivision review provisions.
5. The provisions of this Contract Zoning shall operate as an “overlay” zone and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying Zoning District shall apply. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind Developer, its successors in interests and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the City of Sanford.
6. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Zoning and Subdivision Ordinances of the City of Sanford (as applicable) and any applicable amendments thereto or replacement thereof.
7. The City shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to 30-A M.R.S. § 4452 Section 280-3-5 and 280-3-6 of the Ordinance and through legal action for specific performance of this Agreement. In the event that the Developer, or it successors, or assigns, fail to develop any phase of the Project in accordance with this Agreement, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if the Developer,

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its successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then this Agreement may be terminated by vote of the Sanford City Council. In that event, the Property may then be used only for such uses as otherwise allowed by law.

WITNESS: CITY OF SANFORD

By: _____
Steven Buck, its City Manager duly
authorized by vote of the Sanford City
Council on _____, 2023

WITNESS:

DEVELOPER:
NASSON DEVELOPMENT I, LLC
By: Salt Marsh Capital I, LLC,
its Sole Member and Manager
By: Nasson Management
Member, LLC, its Manager

By: _____
Christopher Marshall, its Manager

STATE OF MAINE
YORK, SS

_____, 2023

PERSONALLY APPEARED the above named Steven Buck, City Manager of the City of Sanford as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Sanford.

Before me,

Notary Public/Attorney at Law

Print name:
My commission expires:

STATE OF MAINE
_____, SS

_____, 2023

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PERSONALLY APPEARED the above named Christopher Marshall, Manager of Nasson Management Member, LLC, the Manager of Salt Marsh Capital I, LLC, the sole member and manager of Nasson Development I, LLC as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said entities.

Before me,

Notary Public/Attorney at Law

Print name:

My commission expires:

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Exhibit A

Zoning Map Amendment w/ Perimeter Setback

Exhibit B

Allowed and Prohibited Uses

| Allowed Uses | |
|---|------------------|
| Category of Use | P, PR, CU |
| Multi-family dwelling above the ground floor of mixed use development | P |
| Multi-family dwelling on the ground floor of mixed use development | P |
| Office professional on the first floor of mixed use development | P |
| Service business on the ground floor of mixed use development | P |
| Tradesman on the ground floor of mixed use development | P |

Uses permitted by right are indicated by a “P”. Uses permitted only with approval from the appropriate authority are indicated by a “PR”. Uses permitted only with the issuance of a conditional use permit are indicated with a “CU”.

| Prohibited Uses |
|--|
| Agriculture commercial, including animal husbandry |
| Agriculture, Forestry, Fishing and Hunting |
| Processing and/or sale of agricultural products raised on the premises |
| Aquaculture |
| Forestry management |
| Lumberyard, including the milling and distribution of wood products and the wholesale and retail sales of building materials |
| Convalescent, rest, or nursing home |
| Residential care or congregate care facility |
| Expansion of existing residential care or congregate care facility |
| Medical marijuana home occupation |
| Medical marijuana home production |
| Renting of rooms and furnishing of board |
| Adult day service center with thirteen (13) or more clients |
| Child care center or nursery school with thirteen (13) or fewer children |
| Child care center or nursery school with thirteen (13) or more children |
| Essential service |
| Public utility |
| Drinking place |
| Veterinary clinic/grooming |
| Testing facility |
| Hotel or motel |
| Inn or bed-and-breakfast |
| Marina |

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| Prohibited Uses |
|--|
| Manufacturing, light |
| Parking, commercial facility |
| Funeral home |
| Mining |
| Utilities |
| Construction |
| Manufacturing |
| Retail Trade |
| Transportation and Warehousing |
| Information |
| Management of Companies and enterprises |
| Administrative and Support and Waste Management and Remediation Services |
| Educational services |
| Health care and social assistance |
| Other services (except administration) |
| Public administration |

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TO: Steve Buck, City Manager
FROM: Jamie Cole, Interim Director of Planning & Development
DATE: April 12, 2023
SUBJECT: Proposed Rezoning from Urban (U) to Contract (CZ) Zone (Tax Maps/Lots R5-70, R5-91, R5-94)

Public Hearing and Recommendation:

At its March 15, 2023 meeting, the Planning Board held a public hearing on the Nasson Development I, LLC's request to change zoning for Tax Maps/Lots R5-70, R5-91, and R5-94 from Urban (U) to Contract (CZ), which are located approximately 1,000' from the intersection of Main and Kirk Street, to allow for rehabilitation of the three former Nasson Dormitories into multifamily housing. See attached map.

The applicant provided a well-done analysis of the projects' compliance with the City's Comprehensive Plan. The Site Plan Review Committee (SPRC) supported the zone change with the condition that limit the range of commercial/industrial uses allowed on the two larger properties.

The Planning Board unanimously voted (7:0) to recommend that the City Council change the zoning of Maps/Lots R5-70, R5-91, and R5-94 from Urban (U) to Contract Zone (CZ) with the condition that the range of commercial/industrial uses allowed on the two larger parcels are limited. The applicant agreed to limit future commercial/industrial uses that are incompatible with the type and scale of nonresidential uses that go beyond typical neighborhood/accessory uses that would serve the development and nearby residential neighborhood.

Two notices from the Planning Board's public hearing were posted in the newspaper and notices were sent to all affected property owners and abutters within 250'

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Advancing The Sanford/Springvale Comprehensive Plan

By Redevelopment Of The Nasson Dormitory Campus

This report shows how the construction of a cluster of new apartments near the center of Springvale, by redevelopment of the former Nasson College dormitories, nicely advances the goals of the Comprehensive Plan of Sanford/Springvale. The goals are summarized first along with the ways they are met, followed by a more detailed look at the way the project accomplishes each goal. Then a summary puts the picture together.

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Background

The Comprehensive Plan for Sanford and Springvale adopted in 1992 and updated in 2005 serves goals and policies to improve population growth, economy, natural resources, water and sewer service, land use patterns, downtown, transportation, housing, public facilities, recreation, cultural and historic resources, and fiscal resources.

The key Themes of the policies (Chapter 1) related to this project are: to encourage development in and near the existing built-up areas while discouraging rural development; revitalizing downtown areas as vibrant mixed-use districts; upgrading the housing in older residential neighborhoods, and economic development by attracting an upgraded labor force. Other themes include avoiding the extension of sewer and water lines to rural areas, and protecting groundwater and habitats.

The key Actions taken to implement the Plan so far include: new ordinances to facilitate the Plan; financial assistance to businesses; a downtown organization; protection of water supplies and pollution mitigation at the former landfill; and airport upgrades. The key actions related to this project are: a development program for older neighborhoods, and redevelopment of most of the former Nasson College campus with the help of private developers. This project is the logical next step in these actions, the redevelopment of the former college dormitories as apartments.

Where We Need To Be Going (Chapter 2)

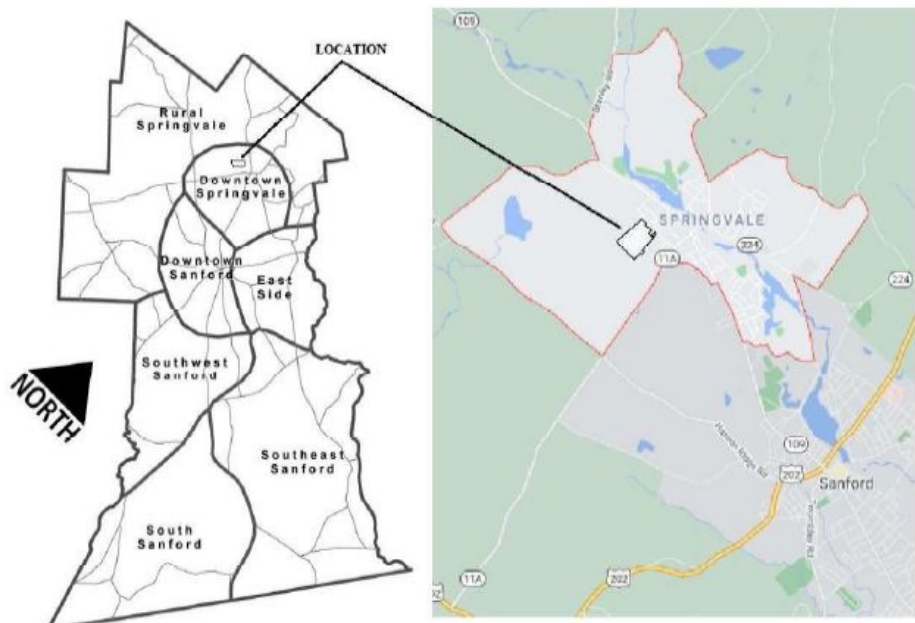
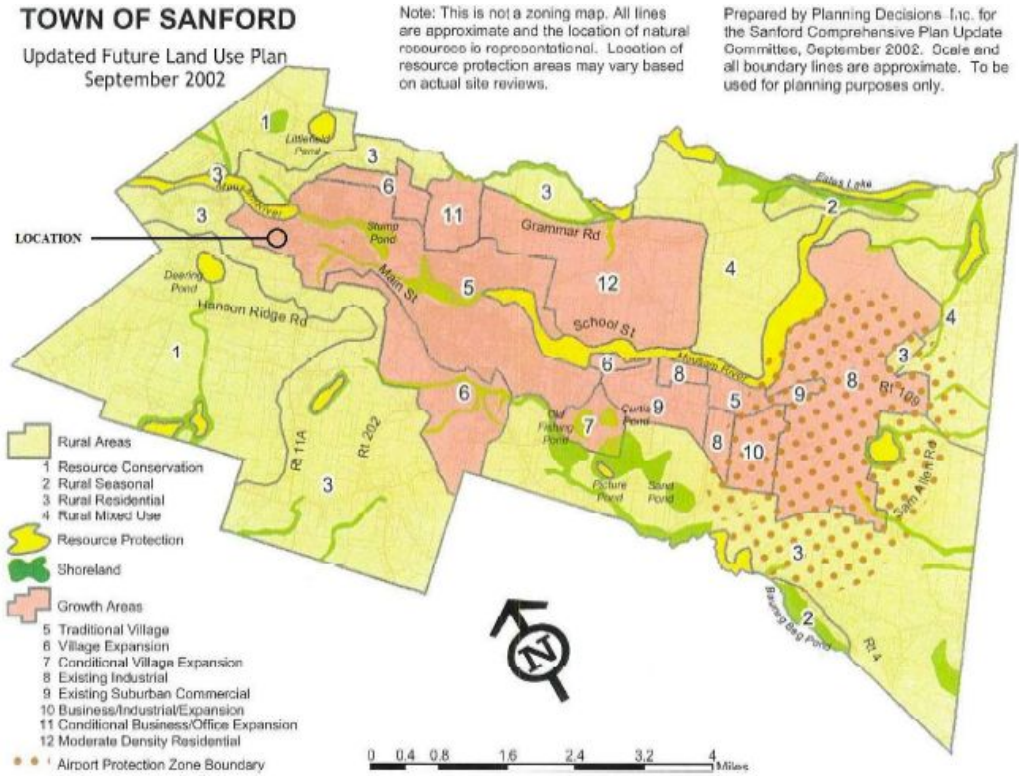
The Comprehensive Plan notes the success of past efforts to sustain and improve the economy and characteristics of the community (Ch.2). In the 1950s-60s, the community economic base was relocated. The efforts to recover actually built a successful new manufacturing economy. But later changes have presented new problems. Surrounding towns experienced economic growth in the 90s, but the Sanford/Springvale economy declined.

The income of residents grew more slowly than most of York County. Employers with good paying jobs downsized or closed, the unemployment rate rose higher than the state average, the percentage living in poverty increased, and more housing is now subsidized. Good jobs are being replaced by lower paying jobs, and we are losing middle class residents and those with college educations, becoming more like a lower income community. Allowing this trend to continue would be damaging to Sanford/Springvale.

Changing this pattern requires that the community again make the effort to change those directions. This requires leadership and a new vision for the community. It requires taking risks and investing in the community. The Comprehensive Plan charts that new course for Sanford/Springvale.

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Figure 1: Location on Maps of the Sanford/Springvale Comprehensive Plan



Map of Sanford, Sanford Comprehensive Plan
Ch. 5, Vision for Sanford/Springvale in 2020

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Figure 2: Location in the Village of Springvale



Now a detailed look at the goals of the Plan and how the project advances them.

Trends and Resources (Chapter 3)

The Comprehensive Plan (Ch. 3 Item B Land Use Changes) is concerned with residential development moving too far away from built-up downtown areas and toward rural areas, requiring costly expansion of utilities, increasing road traffic into town, increasing response time for fire and police service, and reducing use of the urban center. The Plan supports new residential development in or near the center, to revitalize the village center, reduce road traffic into town, reduce expansion of utilities, and reduce fire and police response times. This project meets that goal very well by redeveloping an existing facility within walking distance of

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Springvale Village (fig. 1, 2), and by providing an opportunity for local employees to live in the community.

The Plan (Ch. 3 Item D.1 Historic Resources) expresses the desire of the community to preserve historic structures to ensure they are available for generations to come. This project redevelops the remaining Nasson College buildings, preserving them for the future, and allowing them to meet the development goals of the community.

Resources (Chapter 4)

The Plan (Ch. 4 Natural Resources) suggests directing new development away from areas that require septic systems or have soil conditions unsuitable for such systems. This project allows more efficient use of the public sewerage system already extended to the property, reducing costs of extending public sewerage and water to new developments, and reducing runoff from new septic systems into the river.

The Plan (Ch. 4 Transportation) suggests development of residential capacity in the village to make walking and bicycling more feasible, reducing dependence on the automobile. It shows that the number of commuters into Sanford is increasing and will crowd roads from Northeast rural areas. This project is close to the village center (fig. 1, 2) and will help reduce rural commuter traffic and accident rates on Rt. 109.

The Plan notes (Ch. 4 Housing) that Sanford/Springvale is the region's principal service center, which attracts retirees and first time homebuyers. But little market-rate rental housing has been added in the past 30 years: there is a shortage of newer market-rate rental housing to attract new residents, and development of residential capacity in the village will attract retirees and residents from a larger regional market. This project will increase the supply of newer market-rate housing. As rental couples consider purchasing family homes, the property value of nearby single-family housing is expected to increase.

The Plan (Ch. 4 Housing Age and Condition) notes that multifamily housing in Sanford/Springvale consists largely of old, high density housing needing improvements. The Town's public water and sewer utilities are subject to topographic and environmental constraints that limit higher-density residential development outside of designated growth areas. This project provides newer multifamily housing to provide better choices, and relieves pressure on public utility expansion.

The Plan notes that preservation of the value of housing is essential to preserve the total taxable value of real estate. A 5% loss of value due to disinvestment would cause a loss of \$30 million in taxable value, but raising that value will translate into expanded tax revenue. This project will raise the total taxable value of real estate.

The Plan (Ch. 4 Public Facilities) notes that recent development outside of built-up areas has resulted in the need to provide intensive municipal services over a larger geographic area, straining the resources and increasing fire and police response times. This project is close to the Springvale fire station, and has two fire hydrants supplied by a large water main, assuring rapid and effective fire response.

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The Plan (Ch. 4 Historic and Archaeological Resources) states that the goals include protecting the character of Sanford/Springvale by preserving its historic structures. The project achieves this goal by preserving the remainder of the Nasson facilities, and ensures their future preservation by providing an income-generating use.

The Vision for Sanford/Springvale (Chapter 5)

The Comprehensive Plan (Chapter 5) notes that Sanford has the "best of both worlds" combining views of forested hills and ridges, with the shores of lakes and ponds. Sanford also combines friendly neighborhoods with access to urban facilities, and the Plan notes that this is achieved by locating new housing development in central neighborhoods, especially where the new housing redevelops existing facilities. This project meets those goals by redeveloping the existing Nasson College facility in an established neighborhood with easy access to the village center (fig. 2).

The Comprehensive Plan (Ch. 5 Special Places) notes that the former Nasson College Campus is one of the prominent "special places" of Springvale (p. 5-2), which deserve extra attention in times of change. It notes that residential areas bordering urban centers help create the character of the community, along with its tree-lined streets, library, and recreational facilities. This project to redevelop the former Nasson Campus is therefore deserves attention under the Comprehensive Plan.

The Plan (Ch. 5 p 5-3) calls for retaining the character and charm of Springvale by protecting historic buildings and homes, creating "infill housing" in the village that respects the existing character of the neighborhood, and specifically calls for "continuing redevelopment of the former Nasson College campus." This project will complete that essential task.

The Plan (Ch. 5 section C) encourages increasing the variety of accommodations to attract diverse groups including professional and business people seeking to live and work there, and young single people searching for an affordable and interesting place.

This will reinforce the role of Sanford and Springvale as an urban center for York County as it maintains a balanced population with a wide range of incomes and occupations.

A balanced population is achieved with a mix of housing types and costs, well maintained in-town residences, newer moderate density residential areas with access to open space, and healthy downtown areas. This project helps achieve that goal in Springvale by providing a cluster of well maintained new residences, and increasing the diversity of housing of moderate density, with access to open space and a healthy downtown area, to attract diverse groups to live and work nearby.

The Comprehensive Plan (Ch. 5 section 6) specifically encourages the redevelopment of the former Nasson College facilities. Redevelopment of the former Nasson dorms as clustered multi-family housing accords with Plan by protecting these historic buildings, and locating new development near the village center, to maintain a pedestrian-friendly village. The Plan notes that redevelopment of this facility will also provides a job-creation resource for office and professional positions.

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Only about three acres of the twenty acres of the project are presently developed, and the project plan does not require further land clearing (fig. 2). No future expansion would require more than five of the twenty acres to be developed. Almost all of the undeveloped area will be protected as forest and stream.

Goals and Policies (Chapter 6)

The Comprehensive Plan states (Chapter 6) that the primary local goals are (1) balanced growth in the year-round population, and (2) re-establishing balance by accommodating well educated, higher income households in the community. The first policy to achieve this is to "encourage good quality, market rate residential development" (Ch. 6 Population and Household Growth p. 6-1).

The Plan recognizes that opportunities for relatively intensive development help conserve lands that would otherwise be subdivided and developed with large lots.

The Plan states that development should be encouraged in areas where sewerage can be serviced by gravity or pumped extensions, and that Sanford "should direct growth and development to those designated growth areas of the community which are currently served by public water supply and public sewerage" (Ch. 6 Topography p. 6-9 item 1) to reduce public expenses. This project is in the designated growth area (fig. 1) and is already serviced by the Sanford Water District and the Sanford Sewerage District with on-site sewer and water lines already installed.

The Plan Goals (Ch. 6 Residential Development) include (1) improving the quality of housing in older residential neighborhoods; (2) increasing the amount and diversity of market rate housing in built-up areas by integrating different housing types; and (3) diversifying the market rate housing available to middle income households. This project permits variation of housing types for middle income households, while preserving the cluster concept of the historic buildings.

The Plan Policies (p. 6-19) include: (8) providing for a variety of housing types and densities; (10) using flexible zoning to facilitate redevelopment of existing buildings for residential purposes; (12) working with property owners for redevelopment of new market rate housing, and to assist in securing financing for these efforts; and (13) allow housing in Urban districts. This project advances these policies by increasing the variety of housing types and densities, using zoning flexibility to facilitate residential development of existing buildings, and allowing Sanford to work with owners to develop new market rate housing. City financing is not required.

The Plan again encourages zoning flexibility to ensure that existing buildings are redeveloped for residential purposes (Ch. 6 section F item 10 p. 6-21).

The Plan supports growth in designated growth areas near the village center to reduce dependence on the automobile and make walking, biking, and public transit more feasible (Ch. 6 Transportation, item 11 p. 6-26). This project is in the designated growth area near the village center (fig. 1, 2), allowing walking, biking, and public transit use.

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Future Land Use Plans (Chapter 7)

The Goals of the Comprehensive Plan (Chapter 7) for land use include (1) a land use pattern based upon the traditional urban/village center; (2) designating growth areas compatible with existing neighborhoods; (3) discouraging suburban sprawl into rural areas; and (4) avoiding financial burdens to Sanford/Springvale (p. 7-1). This project serves those goals by redevelopment within an existing neighborhood of a designated growth area, without suburban sprawl or expansion of municipal utilities and services.

The Plan seeks to improve the choice of housing in the community, by allowing moderate density residential development with open spaces, ease of walking and driving, and appropriate utility systems. These developments will provide a choice of housing, and integrate daily activities needed by residents. This project serves all of those goals.

The Policies of the Plan for land use include an urban-and-countryside pattern of settlement with some moderate density, residential development to improve balance. This reduces municipal service costs, and uses less land with less environmental damage than suburban development. The policy is that "future development should be directed to existing, expanded and/or new village centers" (p. 7-2) by means of incentives for residential development that can easily be served by public water and sewer (p. 7-3). This project is within the village center growth area, and requires no extension of utility lines.

The Future Land Use Plan (fig. I) designates growth areas to redirect growth to the traditional village-and-countryside pattern, to preserve the character of urban centers and rural lands. Growth is to be directed to the Springvale village center where redevelopment is compatible with existing structures, especially where water and sewer lines are already available (items 5 a and b). This project is located in Growth Area 5 (Traditional Village, fig. 1) near the village center, with water and sewer lines installed.

The Plan seeks to revitalize the Springvale village commercial center (p. 7-4 item 7a). This project will expand the market of the Springvale commercial center by generating new residents to replace those lost when Nasson College closed.

The Plan suggests redevelopment within urban centers of Sanford and Springvale because the redeveloped structures are already compatible with those neighborhoods and located in an appropriate growth area (p. 7-5). The Plan suggests that the City integrate small neighborhood commercial uses into existing residential areas, to lessen dependence on automobiles. This project zoning permits local laundry, hairdresser, and similar local uses.

The Plan (p. 7-5) recognizes situations within designated growth areas where a parcel is unique in location, configuration, or potential use, and "should be accorded an opportunity to be designed free of the predetermined restrictions" so that zoning flexibility can ensure proper development.

The Plan (Ch. 7 Future Land Use Plan) designates Growth Areas including central Springvale, including the Traditional Urban/Village area (p. 7-13). The area of this project is designated "Mixed residential" referring to neighborhoods closest to the village centers, consisting of multifamily and single family homes and occasional neighborhood oriented businesses.

ZONING

The Plan notes that Mixed residential areas are bound to the nearby town center by local streets, nearby commerce, and institutions (library, post office, schools) (p. 7- 13,14), and that growth in these areas is desirable, but opportunities are limited, and should include the "reuse of existing buildings" wherever that is possible. This project provides an excellent opportunity to reuse existing buildings to meet this goal.

The Plan considers possible "Village extension" areas (p. 7-16) including areas around Springvale village, requiring extension of public water and sewer lines. This project does not require such an extension because water and sewerage lines are present.

The Plan (Table 3, Summary of Key Measures) allows up to 8 units/acre, or 10 to 12 units/acre with appropriate design review. This project has a large area of 19.88 acres and would normally be allowed at least 159 units, but only 75 units are planned (p. 7-15).

Implementation and Capital Investment (Chapters 8 and 9)

The Comprehensive Plan (Ch. 8) sets forth the Implementation Strategy, which encourages cluster development in designated growth areas such as this project (section A.8). The Short-Term Implementation Strategies (B.6) include working with owners of property in built-up areas to explore "development or redevelopment of market rate housing." This project clearly advances that strategy.

The Capital Investment Strategy of the Plan (Ch. 9 section B) is to "direct growth to those areas of Sanford and Springvale where it can be accommodated by existing facilities, while discouraging growth and development in areas where public services and facilities are lacking or deficient." This project meets that goal by redevelopment of existing facilities, and does not require extension of utilities or services to the site.

Summary

The Comprehensive Plan for Sanford and Springvale defines goals and policies to improve population growth, economy, transportation, housing, commerce, historic and other resources. The major themes related to this project are: encouraging development in built-up areas; revitalizing downtown areas; upgrading older residential neighborhoods, and attracting an upgraded labor force for economic development. Many recommended actions have been taken, including redevelopment of most of the former Nasson College campus. This project is the logical next step in these actions, the redevelopment of the former college dormitories as apartments.

The Plan supports residential development near the village center, to reduce road traffic into town, reduce expansion of utilities, reduce fire and police response times, reduce dependence on the automobile, reduce utility extension costs, preserve historic structures, and revitalize business. It specifically seeks "continuing redevelopment of the former Nasson College campus." This project meets all of those goals by redeveloping the remaining Nasson buildings near the village center, already served by all utility lines.

SANFORD CODE

The Plan seeks to diversify housing with newer moderate density residences near downtown areas to attract a diverse population and permit local employees to live in the community. This project advances that goal with a cluster of new market-rate residences near the Springvale village center, increasing the property value of nearby homes.

The Plan seeks to preserve and increase taxable value of real estate. This project will directly and indirectly raise the total taxable real estate value. The Plan allows this project of 19.88 acres to build at least 159 units, but only 75 units are planned.

The Plan land use goals are to revitalize the Springvale commercial center, discourage suburban sprawl, and avoid expansion of utilities and services. This project serves those goals by redevelopment near the center without expansion of utilities or services, and will generate new residents to replace those lost when the College closed.

This project is located in Growth Area 5 designated by the Future Land Use Plan.

The Plan designates this project area "Mixed residential" where growth is desired, and seeks to use the very limited opportunities for "reuse of existing buildings."

The Plan seeks to integrate small neighborhood commercial uses into existing residential areas, to lessen dependence on automobiles, and seeks zoning flexibility to ensure proper development. This project zoning will permit such development.

The Plan Implementation Strategy seeks cluster development in growth areas, especially "redevelopment of market rate housing." The Capital Investment Strategy directs growth to existing facilities. This project clearly advances all of these strategies.