

Dve - 2027
104V Contract

AMENDMENT TO AND EXTENSION OF CONTRACT ZONING AGREEMENT
BY AND AMONG THE TOWN OF CASCO, P & K SAND AND GRAVEL, INC.
AND CBJ PROPERTIES, INC. FOR THE RIGHT TO EXCAVATE & PROCESS
LOAM, COMMON BORROW, GRAVEL & ROCK
AT THE HEATH QUARRY PROPERTY CASCO, MAINE

Electronically Recorded
Cumberland
County Registry of Deeds
on July 24, 2017.

The Amendment to and Extension of Contract Zoning Agreement is made this 3rd day of July, 2017, by and among the Town of Casco, a municipal corporation, located in Cumberland County, State of Maine (hereinafter "Casco"), P & K Sand & Gravel, Inc., a Maine corporation located in Naples, Maine (hereinafter "P & K") and CBJ Properties, Inc., a Maine corporation located in Naples, Maine (hereinafter "CBJ").

WITNESSETH

WHEREAS, the Parties entered into a Contract Zoning Agreement on November 20, 1997 (hereinafter the "Agreement"), which Agreement provided for the excavation and processing of loam, common borrow, gravel and rock on property owned by CBJ Properties, Inc.; and

WHEREAS, the Agreement provided for the operation of the Property for an initial period of twenty years and provided for ten-year extensions, provided that there were no significant changes to P & K's operations on the Property and P & K's operations on the Property continue to comply with all State and local laws, statutes, rules, regulations, codes, ordinances and orders; and

WHEREAS, the Parties entered into an Amendment to the Agreement, dated June 19, 1999, which amended the area made subject to the original Agreement (hereinafter the "Property") and affirming all of the other existing provisions of the Agreement; and

WHEREAS, the Parties now seek to extend the Agreement, as amended on June 19, 1999, for an initial 10-year period, subject to the terms of the original Agreement and certain amendments set forth herein; and

WHEREAS, the Planning Board of the Town of Casco, pursuant to 30-A M.R.S.A. S 4352(8), and after notice and hearing and due deliberation thereon, recommended the Extension and Amendment of the Agreement; and

WHEREAS, the Town of Casco by and through its Town Meeting held on June 14th, 2017 has determined that said Extension and Amendment of the Agreement will be pursuant to and consistent with the Town's Comprehensive Plan and has authorized the execution of this Extended and Amended Agreement;

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

1. P & K shall be authorized to continue to operate the Property under the terms of the Agreement, as amended herein, for an additional ten-year period, with said period to commence upon the date of execution of this Extended and Amended Agreement, but in no event later than

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2. A Plan of the Property subject to this Extended and Amended Agreement is attached as Exhibit A hereto.

3. Section 2 of the Agreement, Special Matters, is hereby amended to read as follows:

(a) Minimum setbacks for excavation and/or disturbed areas. Twenty five (25) feet from any abutter's property line, 25 feet from any wetlands, 130 feet from any wetland of special significance, 130 feet from any town designated stream, and 250 feet from any lake.

(b) For the purposes of this agreement, a "wetland" shall be as defined in the 1987 U. S. Army Corps of Engineers Wetland Delineation Manual.

(c) For the purposes of this Extended and Amended Agreement, "abutter's property line" shall be any boundary line between land owned by CBJ Properties, Inc., and leased by P & K and land owned by other people or entities.

(d) For the purposes of this Extended and Amendment Agreement, a "wetland of special significance" shall be as defined in the Town of Casco Zoning Ordinance (revised June 10, 2015).

(e) The Casco Code Enforcement Officer (hereinafter the "CEO") shall approve each proposed individual area of excavation on the Property upon finding all of the following conditions are met and maintained:

1. Each individual area of excavation consists of less than 2 acres of total excavated area;
2. There is a minimum of 100 feet undisturbed distance between the edge of the individual area of excavation and any abutter's property line;
3. There is a minimum of 25 feet undisturbed distance between the edge of any individual area of excavation and the upland edge of any wetland;
4. The total area of individual areas of excavation open in each year shall not exceed 6 acres; and
5. There shall be a minimum 100-foot undisturbed separation between individual areas of excavation.

The CEO shall have the authority to require Casco Planning Board Site Plan Review approval of any individual area of excavation.

(f) The CEO shall approve the location of small movable screens for loam and gravel processing at sites other than the central processing site upon finding that all of the following conditions are met and maintained:

1. There is a minimum of 100 feet of undisturbed area between the proposed screen site and any abutter's property line; and
2. There is a minimum of 25 feet between proposed screen site and any wetland.

The CEO shall have the authority to require Casco Planning Board Site Plan Review approval of any area of excavation.

(g) Each of the following activities shall require Planning Board review and approval:

1. Central mineral processing sites which shall include the following activities: screening, crushing, and stockpiling.
2. Excavation of any individual area of excavation where the total excavated area of that site exceeds 2-acres.
3. Excavation of any individual area of excavation within 100 feet of any abutter's property line.
4. Excavation of any individual area of excavation within 25 feet of any wetland.

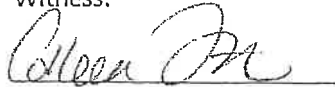
(h) That prior to opening any new area for mineral extraction purposes a wetland report and mapping shall be completed for all surrounding land within 150 feet of the area subject to disturbance as part of the mineral extraction use. All wetlands must be evaluated by a wetland specialist with accredited certification in the field of identifying wetland functions and soil limits.

4. Annual Report. P & K shall provide to the CEO an annual report setting forth the estimated area and volume of materials process or removed from the site. This report shall be accompanied by sketch plans with sufficient detail to allow the CEO to determine where work has occurred during the prior year. These reports shall be submitted no later than December 31 of each year.
5. Enforcement. Any violation of the terms of the Agreement, as extended and amended, shall be subject to enforcement under the provisions of 30-A M.R.S.A. Section 4452.
6. Continuation of Other Terms. Except as expressly extended and amended herein, the terms of the original Agreement, as amended by the June 19, 1999 Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties caused this Agreement to be signed as of the date and year written above.

P & K SAND AND GRAVEL, INC.

Witness:



By:



C. Bruce Plummer
Its President

CBJ PROPERTIES, INC.

Witness:



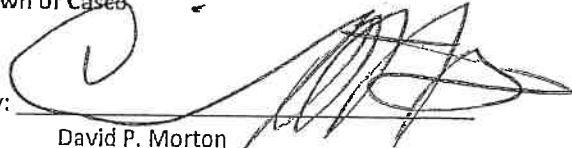
By:



C. Bruce Plummer
Its President

Witness: Pamela Griffin
Pamela Griffin

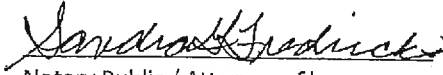
Town of Casco

By: 
David P. Morton
Its Town Manager

STATE OF MAINE
CUMBERLAND, SS

July 3rd, 2017

Personally appeared before me the above named David P. Morton, in his capacity as Town Manager for the Town of Casco, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Casco.

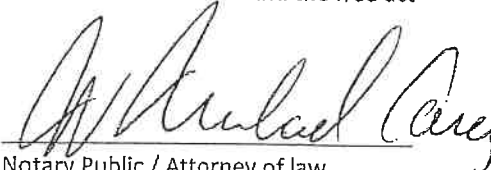

Notary Public / Attorney of law

Print Name: SANDRA G. FREDRICKS
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES SEP 8, 2014

STATE OF MAINE
CUMBERLAND, SS

6/21, 2017

Personally appeared before me the above named C. Bruce Plummer, duly authorized Director of said CBJ Properties, Inc. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of CBJ Properties, Inc.


Notary Public / Attorney of law

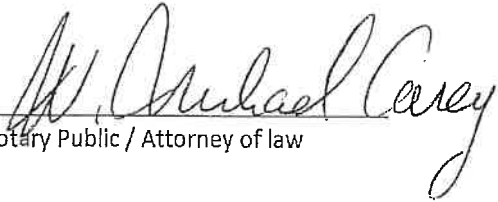
Print Name: W. MICHAEL CAREY
Notary Public, Maine
My Commission Expires February 5, 2018

STATE OF MAINE

CUMBERLAND, SS _____

6/21 / 2017

Personally appeared before me the above named C. Bruce Plummer duly authorized President of said P & K Sand and Gravel, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of CBJ Properties, Inc.



Notary Public / Attorney of law

Print Name:

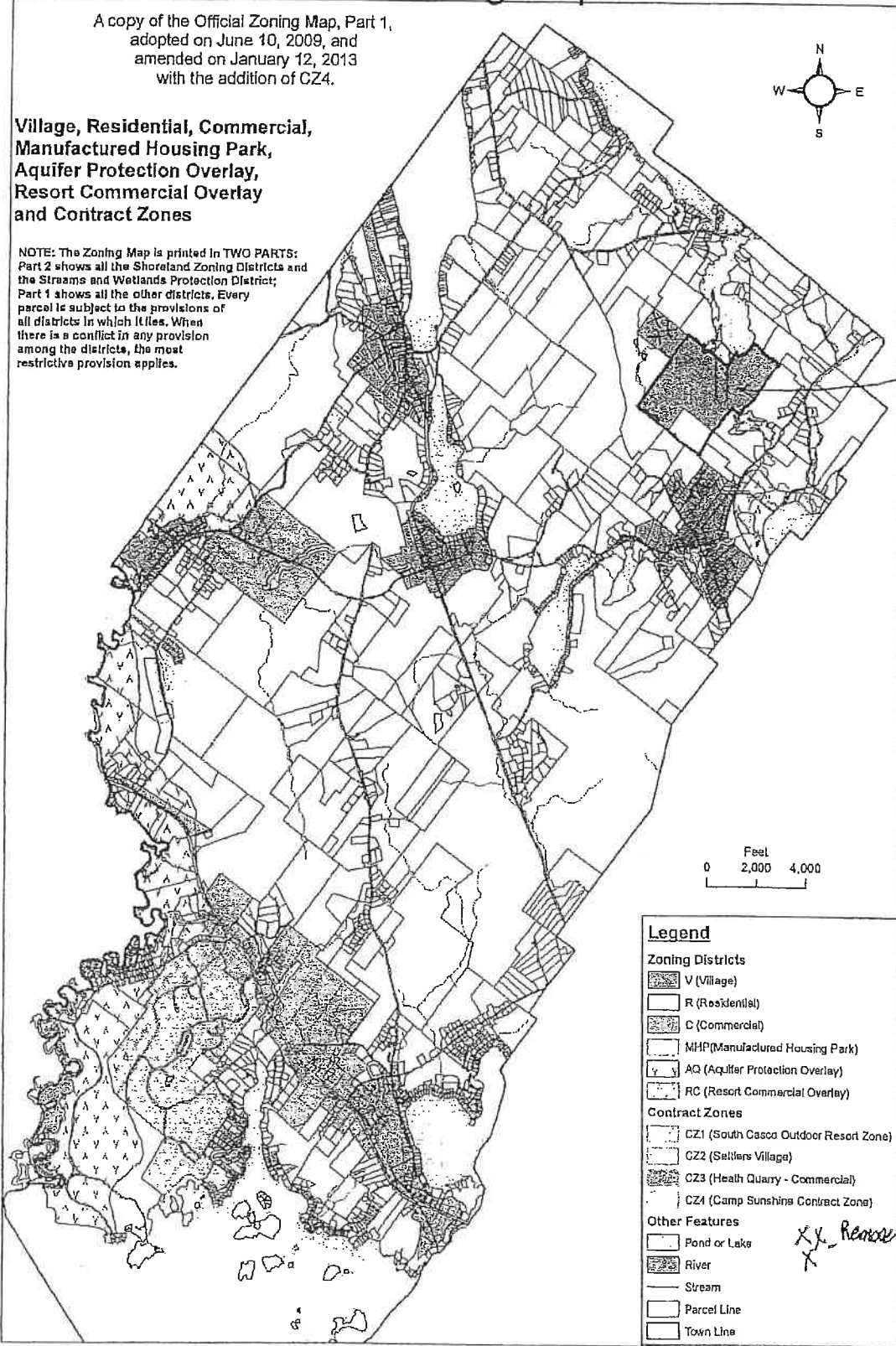
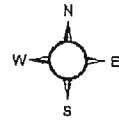
W. MICHAEL CAREY
Notary Public, Maine
My Commission Expires February 5, 2018

Town of Casco Zoning Map - Part 1 of 2

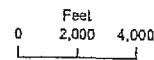
A copy of the Official Zoning Map, Part 1,
adopted on June 10, 2009, and
amended on January 12, 2013
with the addition of CZ4.

**Village, Residential, Commercial,
Manufactured Housing Park,
Aquifer Protection Overlay,
Resort Commercial Overlay
and Contract Zones**

NOTE: The Zoning Map is printed in TWO PARTS:
Part 2 shows all the Shoreland Zoning Districts and
the Streams and Wetlands Protection District;
Part 1 shows all the other districts. Every
parcel is subject to the provisions of
all districts in which it lies. When
there is a conflict in any provision
among the districts, the most
restrictive provision applies.



Proposed



Legend

Zoning Districts

- V (Village)
- R (Residential)
- C (Commercial)
- MHP (Manufactured Housing Park)
- AQ (Aquifer Protection Overlay)
- RC (Resort Commercial Overlay)

Contract Zones

- CZ1 (South Casco Outdoor Resort Zone)
- CZ2 (Salters Village)
- CZ3 (Health Quarry - Commercial)
- CZ4 (Camp Sunshine Contract Zone)

Other Features

- Pond or Lake
- River
- Stream
- Parcel Line
- Town Line

X.Y. Revere