

**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**

The Amendment to and Extension of Contract Zoning Agreement is made this _____ day of _____, 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"), as recorded in the Cumberland County Registry of Deeds Book _____, Page _____, 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 extension periods, 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, as recorded in the Cumberland County Registry of Deeds Book 14980, Page 316, 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 entered into an amendment to and extension of the Agreement in July of 2017; and

WHEREAS, the Parties agree that an extension period of twenty-five (25) years is an appropriate period of time, given the investments by P & K and P & K's operational and compliance history on the property; and

WHEREAS, P & K has not made any significant changes to its operations on the Property and P & K has complied with all State and local laws, statutes, rules, regulations, codes, ordinances and orders; as stipulated in § 215-3.4. of the Town of Casco Zoning Ordinance as adopted September 28, 1991 and amended in 1992, 1993, 1994, and 2017; and

WHEREAS, the Parties now seek to extend the Agreement, as amended on June 19, 1999, and as amended on July 3, 2017, for an additional twenty-five (25) 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 _____ 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. The Contract Zone shall be amended to allow the Town of Casco to extend this Agreement for additional twenty-five (25) year periods, provided that there are 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.
2. P&K shall be authorized to continue to operate the Property under the terms of the Agreement, as amended herein, for an additional twenty-five (25) year period, with said period to commence upon the date of execution of the Extended and Amended Agreement, but in no event later than _____ (25 years after the Town Meeting).
3. A Plan of the Property subject to this Extended and Amended Agreement is attached as Exhibit A hereto.
4. 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, twenty-five (25) feet from any wetlands, one-hundred thirty (130) feet from any wetland of special significance, one-hundred thirty (130) feet from any town designated stream, and two-hundred fifty (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 Amended Agreement, a “wetland of special significance” shall be as defined in the Town of Casco Zoning Ordinance (revised June 10, 2015).
- e. The 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:
 - ~~i. Each individual area of excavation consists of less than 2 acres of total excavated area.~~
 - ii. There is a minimum of one-hundred (100) feet undisturbed distance between the edge of the individual area of excavation and any abutter’s property line;
 - iii. There is a minimum of twenty-five (25) feet undisturbed distance between the edge of any individual area of excavation and the upland edge of any wetland;
 - iv. The total area of individual areas of excavation open in each year shall not exceed ten (10) acres, in conformance with Maine Department of Environmental Protection standards; and,
 - v. There shall be a minimum one-hundred (100) feet 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 areas 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:
 - i. There is a minimum of one-hundred (100) feet of undisturbed area between the proposed screen site and any abutter’s property line; and,
 - ii. There is a minimum of twenty-five (25) feet between proposed screening sites and any wetlands.

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:
 - i. Central mineral processing sites which shall include the following activities: screening, crushing, and stockpiling.
 - ii. Excavation of any individual area of excavation within one-hundred (100) feet of any abutter’s property line.
 - iii. Excavation of any individual area of excavation within twenty-five (25) feet of any wetland.

- 5. **Annual Report:** P&K Shall provide the CEO an annual report setting forth the estimated area and volume of materials processed 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.

6. Section 4 of the original Contract Zone Agreement, as recorded in the Cumberland County Registry of Deeds Book [REDACTED], Page [REDACTED], Binding Effect, is hereby amended to read as follows:

The above stated restrictions, provisions and conditions are an essential part of the rezoning , and shall run with the property, shall be binding to P&K, CBJ, their successors, heirs and assigns of the said property or any part thereof or interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit of and shall be enforceable by the Town of Casco by and through its duly authorized representatives. P & K shall provide written notice to the Town of Casco of the sale of the Property or a change in greater than 50% of the ownership of P & K.

The Agreement shall not affect the applicability of any provision of State or Federal law in effect from time to time not otherwise subject to the control of the Town of Casco.

If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provision and such determination shall not affect the validity of the remaining restrictions, provisions, conditions, or portions thereof.

7. **Continuation of Other Terms:** Except as expressly extended and amended herein, the terms of the original Agreement (1997), and as amended by the June 19, 1999 Amendment, and the July 3, 2017 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:

Cory Mitchell
Its President

CBJ PROPERTIES, INC.

Witness:

By:

Sarah Plummer
Its President

Town of Casco

Witness:

By:

Anthony Ward
Its Town Manager

STATE OF MAINE

CUMBERLAND, SS

_____, 2026

Personally appeared before me the above named Anthony Ward, 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:

STATE OF MAINE

CUMBERLAND, SS

_____, 2026

Personally appeared before me the above named Sarah 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:

STATE OF MAINE

CUMBERLAND, SS _____

_____, 2026

Personally appeared before me the above named Cory Mitchell 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: