

CONTRACT ZONING AGREEMENT
BY AND BETWEEN THE INHABITANTS OF THE TOWN OF CASCO
AND
CASCO LIBRARY ASSOCIATION

This Contract Zoning Agreement (the “Agreement”) is entered into this ____ day of _____, ~~2025~~2026, by and between the **Inhabitants of the Town of Casco**, a Maine municipal corporation with a mailing address of 635 Meadow Road, Casco, Maine 04015 (the “Town”) and the **Casco Library Association** (the “Library”), a Maine nonprofit corporation with a mailing address of PO Box 420, Casco, Maine 04015, pursuant to the Conditional and Contract Rezoning Provisions set forth in 30-A M.R.S. § 4352 (the “Act”) and Section 215-3.4 of the Town of Casco Zoning Ordinance (“Zoning Ordinance”), as may be amended from time to time.

WHEREAS, the Library’s building (the “Library Building”) is partially constructed on an approximately 9,000 square foot parcel of land owned by the Library and commonly known as 5 Leach Hill Road in Casco, which is more particularly described in a certain warranty deed to the Library from Raymond M. Thorne dated January 28, 1947 and recorded in the Cumberland County Registry of Deeds in Book 1862, Page 15 (the “Original Library Property”), which Original Library Property abutted Leach Hill Road at the time it was conveyed to the Library; and

WHEREAS, the Town is the current record owner of certain real property adjacent to the Original Library Property, including a certain approximately 6,000 square foot parcel of land that borders the Original Library Property to the south, as more particularly described in a certain warranty deed to the Town from Raymond Thorne dated March 31, 1949 and recorded in the Cumberland County Registry of Deeds in Book 1973, Page 349 (the “Firehouse Lot”), and a certain approximately 78,960 square foot parcel of land that borders the Original Library Property to the west, as more particularly described in a certain warranty deed to the Town from Raymond Thorne dated August 9, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2973, Page 619 (the “Town Office Lot”); and

WHEREAS, on or about March, 1979, the Casco Town Meeting, being the legislative body of the Town, authorized the Town to grant the Library an easement over the portion of the Town Office Lot immediately to the west of the Original Library Property’s western property line “in order to facilitate an addition on the rear of the present building,” which portion of the Town Office Lot was subsequently determined by the Select Board to be a 20’x90’ area (the “Former Easement Grant”); and

WHEREAS, on or about March 10, 1990, the Casco Town Meeting, authorized the transfer of the Town’s “title and interest in the town building formerly known as the Casco Village Fire Station,” which building is located on the Firehouse Lot, from the Town to the Library “under the terms the Selectmen deem in the best interest of the Town of Casco to facilitate the future expansion of Casco Public Library” together with “what land is required for the project” (the “Former Land Transfer”); and

WHEREAS, in 1991, in reliance on the Casco Town Meeting’s authorization of the Former Land Transfer, the Library expanded the Library Building’s footprint onto portions of the Firehouse Lot that the Library believed it would be granted title to; and

WHEREAS, in the late 1990s, the Town discontinued the portion of Leach Hill Road that abutted the Original Library Property and constructed the Village Green thereon, eliminating the Original Library Property's street frontage, parking, and access; and

WHEREAS, in 2002, in reliance on the Casco Town Meeting's authorization of the Former Land Transfer and Former Easement Grant, the Library expanded the Library Building's footprint onto additional portions of the Firehouse Lot that the Library believed it would be granted title to and portions of the Town Office Lot (the "2002 Addition"); and

WHEREAS, neither the Former Easement Grant nor the Former Land Transfer occurred as originally planned and still had not by the time the Village Green and 2002 Addition were constructed; and

WHEREAS, the Library intends to rebuild two rooms that are not viable in the long run, as well as construct another addition to the Library Building in the near future to better accommodate growing community needs (the "Expansion/Rebuild"); and

WHEREAS, since the authorization of the Former Easement Grant and Former Land Transfer, the Zoning Ordinance has been amended such that the Library Property is a nonconforming lot and the Library Building is a nonconforming structure, changes to both of which are proscribed by the Zoning Ordinance except in accordance with regulations that the Library is unable to satisfy except through execution of this Agreement; and

WHEREAS, the Library's extensive history of collaboration with the Town to serve the community over the past several decades has proven beneficial to all parties involved and the Town and Library wish to maintain this collaborative, supportive relationship; and

WHEREAS, the Town and the Library wish to facilitate the substantial equivalent of the Former Land Transfer and Former Easement Agreement in a manner that is consistent with the Zoning Ordinance; and

WHEREAS, to partially accomplish the aforesaid goal, the Town has granted the Library, by Warranty Deed of even date herewith to be recorded in the Cumberland County Registry of Deeds, an approximately 11,202 square foot parcel of land (the "Acquired Library Property") adjacent to the Original Library Property on the south and west and comprised of land formerly included in the Firehouse Lot and Town Office Lot, all as more particularly described in **Exhibit B** attached hereto and incorporated herein by reference; and

WHEREAS, to further partially accomplish the aforesaid goal, the Town and the Library have entered into a certain Easement Agreement of even date herewith to be recorded in the Cumberland County Registry of Deeds, which agreement establishes the Town and Library's rights and responsibilities with respect to those physical features that are located on the property of the other or that otherwise serve them both (the "Easement Agreement"); and

WHEREAS, to fully accomplish the aforesaid goal, the Town intends to execute this Agreement to cover the Original Library Property and the Acquired Library Property (referred to collectively herein as either the "Library Property" or as the "Contract Zone Area"), which

properties shall merge and become a single lot (as that term is defined in the Zoning Ordinance) by virtue of coming under common ownership on the date hereof and being described together as one parcel in the Easement Agreement; and

WHEREAS, under the terms of this Agreement, the Contract Zone Area will be established in order to reflect the existing development of public uses on the Library Property, while also ensuring that the Expansion/Rebuild can be performed in compliance with the Zoning Ordinance; and

WHEREAS, the Agreement will achieve these goals by reducing the minimum lot size within the Contract Zone Area, setting minimum structure setbacks that are consistent with the existing location and planned expansion of the Library Building, which has existed for decades, and modify certain applicable performance standards; and

WHEREAS, this Agreement is consistent with the 2024 Casco Comprehensive Plan, including, without limitation, Page 44 thereof, which specifically notes the importance of maintaining and expanding the existing civic buildings and spaces within Casco Village; and

WHEREAS, all of the required public hearings and meetings for consideration of this Agreement have been duly noticed and conducted in accordance with Maine law; and

WHEREAS, the Planning Board, pursuant to § 215-3.4(C)(3) of the Zoning Ordinance and 30-A M.R.S. § 4352(8), and after notice and hearing and due deliberation thereon, recommended the rezoning of the Contract Zone Area as aforesaid; and

WHEREAS, the Town, by and through its Town Meeting, is authorized to approve contract zoning agreements pursuant to § 215-3.4(C)(8) of the Zoning Ordinance and the provisions of 30-A M.R.S. § 4352(8); and

WHEREAS, the Town, acting by and through its Town Meeting, therefore, has determined that said rezoning would be, and is, pursuant to and consistent with the Town's Comprehensive Plan adopted pursuant to 30-A M.R.S. § 4321 *et seq.* and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this Agreement and amendment of the Zoning Ordinance accordingly.

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

1. Establishment of the Contract Zone.

The Town hereby amends the Zoning map of the Town of Casco as amended, a copy of which is on file at the Casco Town Office and which is incorporated by reference in the Zoning Ordinance, by adopting the zoning map change amendment shown on **Exhibit A** to include the Contract Zone Area. The provisions of this Agreement shall operate as an "overlay" zone with respect to the area shown on **Exhibit A**, and except as otherwise set forth in this Agreement, all other requirements of the underlying Village District shall apply.

2. Permitted Uses Within the Contract Zone Area.

The uses permitted within the Contract Zone Area established in Section 1 above shall be as follows:

(a) All uses authorized as of the date of execution of this Agreement, and as may be amended hereafter, as permitted uses in the Village District or such zoning district as may hereafter encompass the Library Property; and

(b) Libraries.

3. Modified Space Standards within the Contract Zone Area.

The space standards of the underlying Village District are hereby modified as to the Contract Zone Area as follows:

(a) Minimum lot size: ~~5,000~~20,000 square feet.

(b) Maximum building coverage: ~~100~~75%.

(c) Minimum road frontage: 0 feet.

(d) Minimum structure setbacks (principal and accessory structures):

(i) Front: ~~5~~8 feet.

(ii) Side: ~~5~~8 feet.

(iii) Rear: ~~5~~8 feet.

(iv) Notwithstanding the generally applicable standards in Section 3(d)(i)–(iii) above, the applicable setback requirement shall be zero (0) feet for:

(I) Any portion of the Library Building, which does not meet these setback requirements, as it exists on the date of this Agreement; and

(II) Any structures or features that are necessary to bring the Library Building into compliance with the requirements of the Americans with Disabilities Act of 1990, as amended from time to time.

~~4. Curb Cuts.~~

~~Nonresidential uses are limited to the existing curb cuts within the Contract Zone Area. The existing curb cuts may be expanded or relocated with approval from the Planning Board and, if required, the Maine Department of Transportation. Any relocation or expansion shall not create conflicts with curb cuts on the opposite side of the road or result in any unsafe condition, including but not limited to sight distances.~~

~~54.~~ Modified Performance Standards within the Contract Zone Area.

- (a) Access to Property. For the avoidance of doubt, Section 215-5.3(A) of the Zoning Ordinance, as amended from time to time, shall be applicable to the Contract Zone Area and shall be satisfied by the provisions in the Easement Agreement regarding access to the Library Property.
- (b) Buffer ~~Zoning, Landscaping, and Screening.~~ All performance standards located in Section 215-5.7 of the Zoning Ordinance, as amended from time to time, shall not apply to the Contract Zone Area for so long as this Agreement is in effect. The reviewing authority shall have the authority to limit all applicable buffering, landscaping, and screening required in Chapter 215, Casco's Zoning and Land Use Ordinance, to the extent practicably achievable.
- (c) Off-Street Parking. Notwithstanding anything to the contrary in Section 215-5.22 of the Zoning Ordinance, as amended from time to time, the off-street parking required in the Contract Zone Area shall be as provided in the Easement Agreement, provided however that the nature and extent of the ~~off-street~~ off-street parking provided under the terms of the Easement Agreement is subject to renegotiation upon transfer of the Library Property from the Library to another individual or entity. Without limiting the generality of the foregoing, required parking spaces in the Contract Zone Area may be shared with the Town as provided in the Easement Agreement.
- ~~(d) Stormwater Quality and Phosphorous Control. No performance standard located in Section 215-5.31 of the Zoning Ordinance, as amended from time to time, shall apply to the Contract Zone Area for so long as this Agreement is in effect.~~

~~(c)~~(d) Signs.

Notwithstanding requirements in Chapter 215, including 215-5.28 of Casco's Zoning and Land Use Ordinance, the Library shall be permitted to install, erect, affix, and maintain signs in accordance with the following:

- ~~(i) One (1) permanent Ground or Freestanding sign not larger than twenty-five (25) square feet (SF) in area may be erected on Town-owned property adjacent to Meadow Road/State Route 121 within the "Sign Easement Area" as depicted on Exhibit A provided the Library shall first obtain the Town's written consent, which consent is not to be unreasonably conditioned, withheld, or delayed.~~
- ~~(i) Notwithstanding Section 215-5.28(G)(2) of the Zoning Ordinance, signs for nonprofit organization activities erected in the Contract Zone Area shall not be required to obtain a permit solely because they exceed four (4) square feet of sign area.~~

- ~~(ii) A maximum of two (2) sandwich board-style signs, each not exceeding fifteen (15) square feet (SF) in area nor more than five (5) feet in height, to advertise upcoming events adjacent to Route 121.~~
- ~~(ii) Notwithstanding Section 215-5.28(II) of the Zoning Ordinance, any sign in the Contract Zone Area shall be set back at least zero (0) feet from each lot line.~~
- ~~(iii) Two (2) Wall Signs affixed to the exterior wall facing Meadow Road/State Route 121 with twelve (12) inch high letters comprising a cumulative letter area not greater than twenty (20) SF each.~~
- ~~(iii) Notwithstanding Section 215-5.28(II) of the Zoning Ordinance, a sign for a business in the Contract Zone Area may be erected on adjoining property owned by the Town provided the business shall first obtain the Town's written consent, which consent is not to be unreasonably conditioned, withheld, or delayed.~~
- ~~(iv) One (1) permanent Ground or Freestanding sign not larger than fifteen (15) SF located adjacent to the pedestrian accessway at the southwesterly entrance.~~
- ~~(v) A maximum of four (4) sandwich board-style signs, each not exceeding fifteen (15) square feet (SF) in area nor more than five (5) feet in height, to advertise upcoming nonprofit events on Library property.~~

~~(f)(c)~~ Surface Water Drainage. Notwithstanding Section 215-7.5(A)(5) of the Zoning Ordinance, applications for site plan review in the Contract Zone Area shall not be required to hold off-site increases in surface water drainage to 0% as a condition for approval.

~~65.~~ Miscellaneous Provisions.

(a) Future Development: Except as expressly modified herein, development in the Contract Zone Area shall be governed by and comply with the provisions of the Zoning Ordinance and any applicable amendments thereto or replacement thereof.

(b) Survival Clause: The terms and conditions of this Agreement shall run with the land and be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of the parties hereto.

(c) Further Assurances: In order to effectively and properly implement this Agreement, the parties agree to negotiate in good faith the terms and conditions of such further instruments and agreements as may be reasonably necessary from time to time to give effect to this Agreement.

(d) Maine Agreement: This Agreement is a Maine agreement, entered into in the State of Maine and shall be governed by and enforced in accordance with the laws of the State of Maine.

(e) Enforcement: The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through an enforcement action pursuant to § 215-6.2 of the Zoning Ordinance and 30-A M.R.S. § 4452, both as may be amended from time to time, and through legal action for specific performance of this Agreement. In the event of any other breach of any condition set forth in this Agreement, the Selectboard shall have the authority, after hearing, to resolve the issue resulting in the breach. The resolution may include a termination of this Agreement, following approval by Town Meeting, and a rezoning of the Contract Zone Area to the prior or any successor zoning districts. In such an event, the Library Property and the Town Property shall then be used only for such other uses as are otherwise allowed by law; provided however, that no such enforcement action shall result in a disallowance of the current uses of the Property prior to the date of this Agreement.

(f) Severability: In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full force and effect, and the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

(g) Recording: This Agreement shall be duly recorded at the Cumberland County Registry of Deeds within thirty (30) days of the date of this Agreement, with a copy of the recorded instrument promptly provided to the Town Manager and Library Director.

(h) Site Plan and Subdivision Review: Approval of this Agreement will not serve as a waiver of site plan or subdivision review if otherwise required under the Zoning Ordinance.

[Space Left Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of the day and year first above written.

WITNESS:

INHABITANTS OF THE TOWN OF CASCO

By: _____

Anthony Ward

Its: Town Manager, Duly Authorized by Vote
of Town Meeting

CASCO LIBRARY ASSOCIATION

Name:

By: _____

~~Pamela S. Edwards~~ Janet Ver Planck

Its: President and Authorized Representative

State of Maine

County of Cumberland, ss.

_____, ~~2025~~2026

Then personally appeared the above-named Anthony Ward in his capacity as Town Manager of the Town of Casco and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Inhabitants of the Town of Casco.

Before me,

Notary Public

Print Name: _____

Commission Expires: _____

State of Maine

County of Cumberland, ss.

_____, ~~2025~~2026

Then personally appeared the above-named ~~Pamela S. Edwards~~Janet Ver Planck in her capacity as President of Casco Library Association and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said Casco Library Association.

Before me,

Notary Public

Print Name: _____

Commission Expires: _____

EXHIBIT A
Contract Zone Area

~~See attached 11X17 survey labelled Exhibit D
(labelled as such for Easement Agreement)~~

EXHIBIT B
Legal Description of Acquired Library Property

A certain parcel of land situated on the westerly side of Leach Hill Road in the Town of Casco, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the westerly sideline of Leach Hill Road at land now or formerly of the Casco Library Association as described in a deed recorded in Book 1862 Page 15 in the Cumberland County Registry of Deeds;

Thence S 4° 00' 38" E, by and along the westerly sideline of Leach Hill Road, a distance of 60.00 feet;

Thence S 85° 59' 22" W a distance of 160.18 feet;

Thence N 4° 00' 38" W a distance of 86.61 feet;

Thence N 85° 59' 22" E a distance of 60.18 feet to land of the Casco Library Association;

Thence S 4° 00' 38" E, by and along land of the Casco Library Association, a distance of 26.61 feet;

Thence N 85° 59' 22" E, by and along land of the Casco Library Association, a distance of 100.00 feet to the Point of Beginning.

The parcel contains approximately 11,202 square feet.

Bearings are Grid North.

Reference is made to a plan entitled "Boundary Survey 5 Leach Hill Road Casco, Maine" for Casco Library Association dated March 2025 by Survey Inc.