

**Section 27: 14 Perkins Lane Contract Zone**

**14 PERKINS LANE CONTRACT ZONE**

**CONTRACT ZONING AGREEMENT**  
**BETWEEN HOMES FOR OUR TROOPS, INC.**  
**And THE TOWN OF KENNEBUNK**

This Contract Zoning Agreement is made this 30<sup>th</sup> day of March, 2022 by and between the **TOWN OF KENNEBUNK**, a body corporate and politic located in the County of York and the state of Maine (hereinafter the "Town") and **HOMES FOR OUR TROOPS INC.**, a Massachusetts not for profit corporation with a place of business at 6 Main Street, Taunton Massachusetts 02780 (hereinafter "Developer").

WHEREAS, Developer is the owner of a parcel of real estate located on or Perkins Lane, Kennebunk, Maine (Tax Map 2 Lot 34) as depicted on the Fuss & O'Neill Site Plan Attached here to as Exhibit A and incorporated herewith (hereinafter the "Property").

WHEREAS, the Property is currently located in the Rural Conservation Zone under the Kennebunk Zoning Ordinance.

WHEREAS, the Property consists of 2.98 Acres.

WHEREAS, Developer wishes to develop the property for the following purpose: Single-Family Residence.

WHEREAS,, the Residence will be handicapped accessible, and will be for a veteran who wishes to live in Kennebunk, but is otherwise not able to.

WHEREAS, Developer and the Town wish to create a separate zone known as 14 Perkins Lane Contract Zone which will enable above-described use to exist on the Property.

WHEREAS, as stated in the Kennebunk Comprehensive Plan, the State Goal for Housing is to encourage and promote affordable, decent housing opportunities for all Maine citizens; and the Kennebunk Goals for Housing are to recognize that affordable housing is essential to the health and well-being of Kennebunk; to make housing available to all age groups and income levels in the community; and to foster public / private partnerships in achieving these goals.

WHEREAS, the Town has the authority to enter into a contract re-zoning for the Property pursuant to 30-A M.R.S.A. Section 4352 and Article 13(2) of the Kennebunk Zoning Ordinance.

WHEREAS, after notice and hearing and due deliberation on the re-zoning phase, the Kennebunk Planning Board recommended re-zoning of the Property.

WHEREAS, the Planning Board and the Select Board have determined that the re-zoning will be pursuant to and consistent with the Town's Comprehensive Plan.

WHEREAS, the re-zoning has been authorized at a Town Meeting.

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

1. The Town will amend the Zoning Ordinance and map to create and make reference to the 14 Perkins Lane Contract Zone as depicted on Exhibit A.

2. Subject to final Planning Board approval and after public hearing, the Developer and /or their successors or assigns shall be authorized to use the Property for any of the uses set forth in the description of the 14 Perkins Lane Contract Zone attached hereto as Exhibit B and incorporated herewith.

3. The Developer shall record the Contract Zoning Amendment in the York County Registry of Deeds and submit proof of recording to the Town's Code Enforcement Officer and Planner.

4. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property and shall be amended only upon further written agreement of the Town and Developer and/or its heirs, successors, or assigns to the Property.

5. The above restrictions, provisions and conditions are an essential part of the re-zoning and shall run with the Property and shall bind the Developer and/or its heirs, successors, or assigns to the Property or any party in possession or occupancy of the Property or any part thereof and shall inure to the benefit of and be enforceable by the Town.

6. 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.

7. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Town of Kennebunk Zoning Ordinance.

8. In the event that Developer and/or its successors and assigns fail to develop or operate the Property in accordance with this Agreement or in the event of any other breach of any conditions set forth in this Agreement, the Select Board of the Town shall have the authority, after written notice to Developer and/or its successors and assigns, and reasonable opportunity to cure, to terminate this Agreement or to recommend to the Town that it should re-zone the Property to the current zone or any successor zone. In the event of such a re-zoning, the Property shall then be used for only such uses or otherwise allowed by law. The Town shall also have the ability to enforce any breach of this Agreement or any other violation of the Zoning Ordinance through the provisions of 30-A M.R.S.A. Section 4452.

*[signatures of following pages]*

IN WITNESS WHEREOF, the Town of Kennebunk has duly executed this Agreement as of the  
30th day of March, 2022.

TOWN OF KENNEBUNK

  
Witness Michael Pardue

By   
L. Blake Badwin  
Chair, Select Board

STATE OF MAINE  
YORK, ss.

March 30, 2022

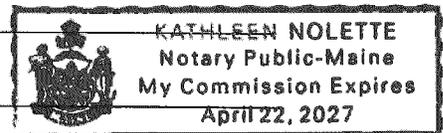
Personally appeared the above-named L. Blake Baldwin as Chair of the Select Board of the  
Town of Kennebunk and acknowledged the foregoing instrument to be his free act and deed in said  
capacity on behalf of said Town.

Before me,

  
Notary Public/~~Attorney at Law~~

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, Homes For Our Troops, Inc. has duly executed this Agreement as of the 30<sup>th</sup> day of March, 2022.

HOMES FOR OUR TROOPS, INC.

*Cheryl G. Peterson*  
Witness

By: *John R. Silvia*  
John R. Silvia  
Its Real Estate Compliance Officer  
Thereunto duly authorized

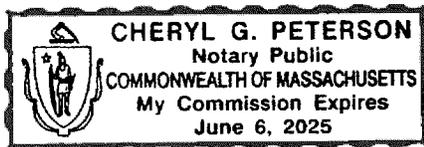
COMMONWEALTH OF MASSACHUSETTS  
BRISTOL, ss.

March 30<sup>th</sup>, 2022

Personally appeared the above-named John R. Silvia as Real Estate Compliance Officer of HOMES FOR OUR TROOPS, INC. and acknowledged the foregoing instrument to be his free act and deed in said capacity on behalf of said HOMES FOR OUR TROOPS, INC.

Before me,

*Cheryl G. Peterson*  
Notary Public/Attorney at Law



Printed Name: Cheryl G. Peterson

Commission Expires: 6-6-25



**EXHIBIT B**

**14 PERKINS LANE CONTRACT ZONE**

**A. Purpose**

The Purpose of this contract zone is to allow Tax Map 2 Lot 34 to be a buildable house lot with a Minimum Net Lot Area of 2.5 Acres. Tax Map 2 Lot 34 was created by deeded Lot Division when Tax Map 2 Lot 127 was divided from Tax Map 2 Lot 34. Deeded Lot Divisions are not required to go through the Planning Board Review process as a multi-lot subdivision would. This allowed a lot of approximately 3 Acres total to be created that when wetlands are subtracted has a Net Lot Area of approximately 2.6 Acres. The contract Zone would allow a Home to be constructed on the available 2.6. Acres of available upland, most of which is maintained as a mowed field. All requirements, aside from Net Lot Area, of the surrounding Rural Conservation (RC) zone will be maintained in this contract zone.

**B. Permitted Uses**

The following uses are permitted in the 14 Perkins Lane Contract Zone:

1. The following resource protection uses:
  - 1-1 Forest management
  - 1-2 Harvesting of wild crops
  
2. The following resource production uses:
  - 2-1 Agriculture
  - 2-2 Horticulture
  - 2-3 Keeping of horses
  - 2-4 Timber harvesting
  
3. The following residential uses:
  - 3-1 Single family detached dwellings
  - 3-2 Accessory apartments
  
4. The following institutional uses:
  - 4-1 Cemeteries
  - 4-2 Churches
  - 4-3 Municipal uses
  - 4-4 Nonresidential facilities for educational, scientific and nature interpretation purposes
  
5. The following commercial uses:
  - 5-1 Kennels

6. The following recreation and marine uses:

6-1 Outdoor recreation

6-2 Summer camps

7. The following utility uses:

7-1 Essential services

8. The following accessory uses:

8-1 Accessory uses and buildings

8-2 Home occupations

8-3 Renting of rooms; furnishing of board, not to exceed four rented bedrooms

**C. Special Exceptions**

The following uses may be permitted only upon approval as special exceptions in accordance with Article 7 of this Ordinance:

1. The following commercial uses:

1-1 Day care centers

2. The following recreation and marine uses:

2-1 Permanent or temporary piers, docks, and wharves

3. The following utility uses:

3-1 Public utilities

**D. Prohibited Uses**

Uses not allowed as permitted uses or special exceptions are prohibited within this district.



- |                          |                        |
|--------------------------|------------------------|
| (f) Accessory apartments | Article 10, Section 15 |
| (g) Keeping of horses    | Article 10, Section 18 |
| (h) Kennels              | Article 10, Section 19 |

**F. Overlay Districts**

- (1) Any lot or use within the Shoreland Overlay District shall additionally comply with the provisions of Article 8, Section 16, and of Article 10, Section 3, of this Ordinance.
- (2) Any lot or use within the Historic Preservation Overlay District shall additionally comply with the provisions of Article 8, Section 17, and of Article 12 (Historic Preservation) of this Ordinance.

**G. Flood Plains**

Any construction or development within a flood plain, as defined by the Kennebunk Flood Plain Management Ordinance, shall additionally comply with the terms of that ordinance.

**H. Site Plan Review**

Any proposals as described in Article 11 (Site Plan Review), Section 3 of this Ordinance shall be subject to site plan review and approval prior to receipt of a building permit or plumbing permit.