

7 ALEWIVE PARK ROAD CONTRACT ZONE

**CONTRACT ZONING AGREEMENT BETWEEN
KENNEBUNK SAVINGS BANK and THE TOWN OF KENNEBUNK (2024)**

This Contract Zoning Agreement (the "Agreement") made this 10th day of April, 2024 by and between the TOWN OF KENNEBUNK, a body corporate and politic, located in the County of York and State of Maine (hereinafter the "Town") and KENNEBUNK SAVINGS BANK (hereinafter "KSB"), a Maine banking corporation with an address of 104 Main Street, P.O. Box 28, Kennebunk, Maine 04043-0028.

WHEREAS, KSB is the owner of a parcel of real estate located at 7 Alewive Park Road, Kennebunk, Maine (the "Property") described in the deed dated December 5, 2014 recorded in the York County Registry of Deeds in Book 16935, Page 13 which is further shown on Tax Map 14, Lot 23 and on Exhibit A.

WHEREAS, the Property is currently located in the Industrial District as established by the Kennebunk Zoning Ordinance ("Ordinance").

WHEREAS, KSB has previously received approval from the Town's Site Review Board for the development of its Operation Center on the Property and the further development of the Property in phases.

WHEREAS, KSB, its successors and assigns, wish to further develop the Property to include other needed uses such as elderly housing, affordable housing for eligible individuals and recreational activities, each of which are compatible with the policies of Town's Comprehensive Plan including but not limited to natural resources, housing, recreation and transportation and are set forth in Exhibit B.

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

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

WHEREAS, the Town, by and through its Planning Board and Select Board, have determined that the re-zoning is consistent with the Comprehensive Plan.

WHEREAS, this re-zoning has been authorized by Town Meeting vote.

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

BK/PG: 19418/228

7 ALEWIVE PARK ROAD CONTRACT ZONE

DATE: 04/11/2024

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WHEREAS, this re-zoning has been authorized by Town Meeting vote.

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

1. The Town will amend the Zoning Ordinance and Zoning Map of the Town of Kennebunk to create and to make reference to the 7 Alewife Park Road Contract Zone as a stand-alone zone.

2. Subject to final Planning Board approval, KSB, its successors or assigns, will be authorized to develop the Property in conformity with the uses and standards listed in Exhibit B and the lot divisions shown on Exhibit C. The unnumbered portion of the Property shown on Exhibit C which depicts the KSB Operations Center is not subject to the restrictions of set forth in this Agreement. Lot 2 as shown on Exhibit C will be dedicated to conservation and outdoor recreational uses only. Lots 1 and 2 -which are subject to this Agreement will be separately divided.

3. In reviewing the project, the Planning Board will apply the applicable site plan and subdivision standards set forth in the Kennebunk Zoning Ordinance except as modified in the description of the 7 Alewife Park Road Contract Zone attached as Exhibit B or as shown on the plans attached hereto as Exhibit C.

4. KSB shall record the Agreement in the York County Registry of Deeds and shall submit proof of recording to the Town's Code Enforcement Officer and Planner before any site work is undertaken or any building permits are issued.

5. The provisions of this Agreement shall be deemed restrictions on the use of the Property and shall be amended only upon further written agreement of the Town and KSB or its successors in interest to the Property.

6. The above restrictions, provisions and conditions are an essential part of the re-zoning, shall run with the Property and shall bind KSB, its successors in interest and any assigns of 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.

7. 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.

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

9. In the event that KSB or its successors or 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 Town's Select Board shall have the authority, after written notice to KSB, and reasonable opportunity to cure, to terminate this Agreement or to recommend to the Town Meeting to re-zone the Property to Industrial or any successor zone. Notwithstanding the foregoing, nothing herein shall be construed to allow the re-zoning of any portion of the Property which would cause any existing improvements completed prior to the date of such re-zoning to be out of compliance with the new zoning requirements. 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. § 4452.

[Handwritten Signature]
Witness

TOWN OF KENNEBUNK

By: *Heather Balsler*
Heather Balsler
Its Town Manager, duly authorized

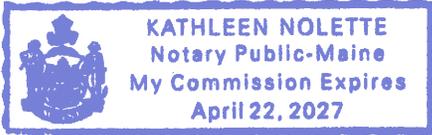
STATE OF MAINE
YORK, ss.

April 10, 2024

Personally appeared the above-named Heather Balsler, as Town Manager of the Town of Kennebunk and acknowledged the foregoing instrument to be his/her/their free act and deed in said capacity on behalf of said Town.

Before me,

Kathleen Nolette
~~Notary Public/Attorney at Law~~
Printed Name:
Commission Expires On:



KENNEBUNK SAVINGS BANK



Witness *Dennis Burt*

By: 

Bradford C. Paige
Its CEO, duly authorized

STATE OF MAINE
YORK, ss.

7/5, 2024

Personally appeared the above-named Bradford C. Paige as CEO of Kennebunk Savings Bank and acknowledged the foregoing instrument to be his free act and deed in said capacity on behalf of said Kennebunk Savings Bank.

Before me,



~~Notary Public/Attorney at Law~~ Bar No. 4391
Printed Name: *Alexander Meagher*
~~Commission Expires On:~~

EXHIBIT A

See attached

Return To:

bp → C. Wesley Crowell, Esq. JW
Bergen & Parkinson, LLC
62 Portland Road, Suite 25
Kennebunk, ME 04043

BK 16935 PGS 13 - 18
INSTR # 2014049137
RECEIVED YORK SS
12/08/2014 08:48:32 AM
DEBRA ANDERSON
REGISTER OF DEEDS

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that WILLIAM ARTHUR, INC., a Maine corporation with a place of business in Kennebunk, Maine, for consideration paid, hereby grants to KENNEBUNK SAVINGS BANK, a Maine banking corporation with a mailing address of 104 Main Street, P.O. Box 28, Kennebunk, Maine 04043, with WARRANTY COVENANTS, the premises commonly known and designated as 7 Alewife Drive situated in Kennebunk, York County, Maine, being more particularly bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the said WILLIAM ARTHUR, INC. has executed this deed this 5th day of December, 2014.

WILLIAM ARTHUR, INC.

Elana Knight
Witness

By: James W. Hackett, Jr.
James W. Hackett, Jr.
Its Secretary
Hereunto duly authorized

STATE/ COMMONWEALTH OF MA
Suffolk COUNTY

December 5, 2014

Then personally appeared the above-named JAMES W. HACKETT, JR. in his said capacity, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of WILLIAM ARTHUR, INC.



Before me,
E. Plantz
Notary Public
Printed Name: Elizabeth M. Plantz
My commission expires: 09/28/2018

MAINE R E TRANSFER TAX PAID

**EXHIBIT A – WARRANTY DEED
WILLIAM ARTHUR, INC. to KENNEBUNK SAVINGS BANK**

A certain lot or parcel of land located on the northerly side of Alfred Road, and westerly of, but not adjacent to, the westerly side of Alewife Road (State Route #35), situated in the Town of Kennebunk, County of York, and State of Maine, bounded and described as follows:

Beginning at blazed 18 inch diameter red pine tree located at the westerly corner of land described in the deed to Wm. Cummings Associates, Inc., dated February 8, 1995 and recorded at the York County Registry of Deeds in Book 7338, Page 261 and shown as the westerly corner of lot 3C on a "Plan Showing Proposed Lots in Alewife Business Park", dated December, 1993 by John Bruckler, recorded at said Registry in Plan Book 216, Page 21; said 18 inch diameter red pine tree also marking the northerly corner of land described in the deed to John R. Swennes and Victor Chewing, dated December 17, 1994 and recorded at said Registry in Book 8138, Page 267 and shown on said "Plan Showing Proposed Lots in Alewife Business Park";

Thence, South 27°-46'-45" West, by said Swennes and Chewing land, a distance of 470.34 feet to an iron rod found driven into the ground on the northerly line of Independence Drive as shown on a plan entitled "Condominium Plat of: Independence Park Condominium", dated November 1, 2006, as revised November 2, 2006, by Sebago Technics, and recorded at the York County Registry of Deeds in Condo File 719, Page 1;

Thence, South 85°-46'-45" West, by said northerly line of Independence Drive as shown on the last named plan, a distance of 325.76 feet to a granite monument with drill hole found set in the ground;

Thence, South 27°-46'-45" West, partly by the westerly line of said Independence Drive, and partly by land of Independence Park Condominium as shown on said last named plan, a distance of 402.76 feet to an iron pipe found driven into the ground marking the northwesterly corner of land described in the deed to Linda L. Lyon, dated September 26, 1995, and recorded at said Registry in Book 7597, Page 45;

Thence, South 10°-02'-00" West, by said Lyon land, a distance of 67.31 feet to an iron pipe found driven into the ground marking the easterly corner of land described in the deed to Carol A. Rousselle, dated June 1, 1983 and recorded at said Registry in Book 3206, Page 32;

Thence, North 80°-43'-45" West, partly by said Rousselle land, and partly by land described in the deed to Dennis M. Dyer, dated April 14, 1982 and recorded at the York County Registry of Deeds in Book 2913, Page 295, a distance of 200.02 feet to an iron rod with survey cap #1293 found driven into the ground;

Thence, South 10°-01'-45" West, by said Dyer land, a distance of 204.88 feet to an iron rod found driven into the ground on the northerly side of Alfred Road;

Thence, North 82°-07'-30" West, by said northerly side of Alfred Road, a distance of 115.96 feet to an iron pipe found driven into the ground;

Thence, North 75°-28'-30" West, by said northerly side of Alfred Road, a distance of 164.10 feet to a drill hole found set a granite monument set in the ground marking the southeasterly corner of land described in the deed to Cheryl D. Cadmus and Edward D. Strachan, dated July 9, 2001 and recorded at said Registry in Book 10786, Page 34;

Thence, North 24°-12'-45" East, by said Cadmus and Strachan land, a distance of 149.82 feet;

Thence, North 68°-57'-30" West, by said Cadmus and Strachan land, a distance of 140.07 feet to the easterly corner of land described in the deed to Gloria E. Nadeau, dated August 5, 1999 and recorded at said Registry in Book 9623, Page 27;

Thence, North 63°-50'-45" West, by said Nadeau land, a distance of 69.59 feet to a granite monument with drill hole found set in the ground;

Thence, South 23°-13'-45" West, by said Nadeau land, a distance of 154.56 feet to a granite monument with drill hole found set in the ground on said northerly side of Alfred Road;

Thence, North 67°-30'-45" West, by said northerly side of Alfred Road, a distance of 68.11 feet to an iron pipe found driven into the ground marking the southerly corner of the second parcel of land described in the deed to Robert W. Reddy and Heidi A. Reddy, dated April 2, 2009 and recorded at said Registry in Book 15604, Page 402;

Thence, North 31°-15'-15" East, by said Reddy land, a distance of 125.02 feet to an iron pipe found driven into the ground;

Thence, North 68°-38'-15" West, by said Reddy land, a distance of 60.36 feet to a spike found set at the base of a found leaning granite monument;

Thence, North 30°-48'-45" East, by land described in the deed to Walsh Properties, LLC, dated April 4, 2008 and recorded at said Registry in Book 15389, Page 999, a distance of 120.00 feet to an iron rod with survey cap driven into the ground;

Thence, North 62°-44'-15" West, partly by said Walsh Properties, LLC land, and partly by land described in the deed to Pamela Curtis, dated June 1, 1977 and recorded at said Registry in Book 2203, Page 132, a distance of 207.99 feet to an iron pipe found driven into the ground;

Thence, South 37°-36'-15" West, by said Curtis land, a distance of 12.40 feet to an iron rod with survey cap found driven into the ground;

Thence, North 63°-37'-30" West, partly by land described in the deed to Elaine Wein, dated September 19, 2011 and recorded at said Registry in Book 16168, Page 630, partly by land

described in the deed to Kelly L. Samson, dated March 30, 2007 and recorded at said Registry in Book 15123, Page 391, and partly by land described in the deed to Dane C. Frost and Terri L. Frost, dated April 20, 2000 and recorded at said Registry in Book 9988, Page 49, a distance of 248.29 feet to a drill hole found set in a concrete monument set the ground;

Thence, North 07°-20'-30" West, by the line established by an exchange of quitclaim deeds between Stuart C. Giles and Pamela I. Matthews f/k/a Pamela J. Gigliotti, dated October 27, 1998 and December 22, 1998 and recorded at said Registry in Book 9303, Pages 40 and 42, a distance of 62.99 feet to a tall galvanized fence post with wire mesh fence;

Thence, continuing North 07°-20'-30" West, a distance of 3.90 feet to an iron rod with survey cap found driven into the ground marking the southeasterly side of land described in a deed to Granite State Gas Transmission, Inc., dated November 27, 1987 and recorded at said Registry in Book 4547, Page 232, and shown on a plan entitled "Land in Kennebunk, Wells, South and North Berwick, Maine, Boston and Maine Corporation to Portland Gas Light Company, dated May 1, 1965, Sheet 2 of 2, recorded at said Registry in Plan Book 40, Page 2;

Thence, by said Granite State Gas Transmission, Inc., land by the following six (6) described lines:

North 55°-56'-00" East, a distance of 673.37 feet to an iron rod found driven into the ground;

Thence, North 36°-08'-45" West, a distance of 41.20 feet to an iron rod found driven into the ground;

Thence, North 54°-17'-30" East, a distance of 149.00 feet to an iron rod found driven into the ground;

Thence, North 53°-47'-15" East, a distance of 400.00 feet to an iron rod with survey cap driven into the ground;

Thence, northeasterly, by a non-tangential circular curve deflecting to the left having a radius of 23,759.12 feet, an arc distance of 125.44 feet (a chord between the last two (2) described points is North 53°-57'-30" East, 125.44 feet);

Thence, northeasterly, by a circular curve deflecting to the left having a radius of 23,759.12 feet, an arc distance of 1041.12 feet to an iron pipe found driven into the ground (a chord between the last two (2) described points is North 52°-33'-15" East -1041.03 feet);

Thence, South 13°-53'-50" East, by land described in the deed to Steven N. Leach, dated December 17, 2002 and recorded at said Registry in Book 12323, Page 233, a distance of 229.55 feet to an iron pipe found driven into the ground;

Thence, South 08°-30'-00" East, partly by land described in the deed to Joanne S. Wrba and Joseph M. Wrba, dated May 15, 2000 and recorded at said Registry in Book 10026, Page 69 and shown as Lot 4 on "Final Plan For The Colby Property", dated September, 1993 as revised February 2, 1994, by E. Cooper & Co., and recorded at said Registry in Plan Book 217, Page 2, and partly by land described in the deed to Francis Oswell and Beryl Oswell, dated May 4, 1978 and recorded at said Registry in Book 2614, Page 305, a distance of 448.98 feet to an iron pipe found driven into the ground;

Thence, North 81°-59'-15" East, by said Oswell land, a distance of 251.73 feet to an iron pipe found driven into the ground;

Thence, South 05°-53'-30" East, partly by land described in another deed to said Francis and Beryl Oswell, dated April 25, 1955 and recorded at said Registry in Book 1291, Page 241 and partly by land described in another deed to said Francis and Beryl Oswell, dated July 22, 1983 and recorded at said Registry in Book 3129, Page 198, a distance of 200.01 feet to an iron pipe found driven into the ground;

Thence, South 02°-05'-00" East, by land described in the deed to Elizabeth Emerson, dated February 9, 2010 and recorded at said Registry in Book 15811, Page 675, a distance of 100.10 feet to an iron rod with survey cap found driven into the ground;

Thence, South 81°-56'-30" West, by land described in the deed to Bruce W. Hilton, dated February 24, 1978 and recorded at said Registry in Book 2317, Page 138, a distance of 50.00 feet to an iron pipe found driven into the ground;

Thence, by said Wm. Cummings Associates, Inc. land, and by said lot 3C as shown on the first plan named herein, by the following three (3) described lines:

North 05°-09'-50" East, a distance of 68.33 feet to an iron rod with survey cap found driven into the ground;

Thence, North 86°-22'-30" West, a distance of 287.70 feet to an iron rod with survey cap #2190 found driven into the ground;

Thence, South 27°-46'-45" West, a distance of 236.68 feet to the point of beginning.

Containing 44.209 acres.

Together with a certain right-of-way and easement, in common others, as described in the deed from Cyrus Y. Hagge and GLJ, Inc. to Stuart C. Giles, dated January 4, 1994 and recorded at said Registry in Book 6898, Page 183; said right-of-way and easement is 50.00 feet wide and leads from the westerly side of Alewife Road (State Route #35) northwesterly to the southeasterly side of the above described parcel and the southeasterly side of the next below described right-of-way and utility easement.

Together with, and subject to, the second right-of-way and utility easement described in the deed of Stuart C. Giles to William Arthur, Inc., dated April 4, 1997 and recorded at said Registry in Book 8214, Page 13.

Subject to rights and easement described in the deed from Stuart C. Giles to New England Telephone and Telegraph Company dated February 28, 1994 and recorded at said Registry in Book 7068, Page 327.

Subject to rights and easement described in the deed from Stuart C. Giles to Kennebunk Light & Power District and New England Telephone and Telegraph Company dated April 29, 1997 and recorded at said Registry in Book 8262, Page 192.

Subject to the rights and easements described in the deed from Stuart C. Giles to Kennebunk, Kennebunkport & Wells Water District dated June 13, 1997 and recorded at said Registry in Book 8378, Page 193.

Subject to terms and conditions as set forth in State of Maine Department of Environmental Protection Department Orders dated November 2, 1998 and recorded in Book 9133, Page 111; dated April 9, 1999 and recorded in Book 9420, Page 211; dated February 10, 2004 and recorded in Book 13966, Page 159; and dated May 20, 2010 and recorded in Book 15875, Page 776.

Subject to easements and rights granted to Kennebunk Sewer District as set forth in an easement deed from William Arthur, Inc. dated January 7, 2000 and recorded in Book 9863, Page 293

Subject to easements and rights granted to Maine School Administrative District No. 71 as set forth in Sewer Line Easement from William Arthur, Inc. dated September 1, 2000 and recorded in Book 10208, Page 6.

The bearings used in this description refer to the Maine Coordinate Grid System, West Zone (NAD 1983).

Reference is made to a plan entitled "ALTA/ACSM Land Title Survey Made for Kennebunk Savings Bank", dated November 21, 2014, by Dow & Coulombe, Inc. and recorded in Plan Book 373 at Pages 6 and 7 with the York County Registry of Deeds.

EXHIBIT B to 7 Alewife Park Road Contract Zone

Alewife Park Road Contract Zone

A. Purpose

The purpose of the 7 Alewife Park Road Contract Zone is to allow for development of the parcel that is harmonious with the surrounding land uses and provides affordable multifamily housing. Affordable housing is highlighted as a priority in the Comprehensive Plan of the Town of Kennebunk. The proposed development is to take place on the upland portion of the parcel leaving the reclaimed gravel pit and associated wetlands as a separate lot to be used as an open space/recreational area. The parcel is currently located in the Industrial District (I) and directly abuts the West Kennebunk Village (WKV), West Kennebunk Village Residential (WKVR), and Village Residential (VR) zones which are all designated as growth areas per the Town's zoning map.

B. Permitted Uses

1. The following residential uses:
 - 1-1 Multifamily dwellings
 - 1-2 Multifamily lots

2. The following recreation and marine uses:
 - 2-1 Outdoor recreation excluding golf courses, livery, ski tows, and ball fields

3. The following utility uses:
 - 3-1 Essential services

4. The following accessory uses:
 - 4-1 Accessory buildings and uses

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 utility uses:
 - 1-1 Public utilities

D. Prohibited Uses

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

E. Standards

1. Space and Bulk Standards

The following space and bulk standards shall apply in the 7 Alewife Park Road Contract Zone:

Minimum net lot Area	Sewer (or engineered systems)
Residential	10,000 sq. ft
Nonresidential	40,000 sq. ft
Minimum Net Lot Area per Dwelling Unit	
Multifamily Dwellings	3,000 sq. ft
Multifamily Lots	3,000 sq. ft
Minimum lot width	200 feet
Minimum setbacks	
Residential	
Front yard	20 feet
Side yard	10 feet, provided the sum of both side yards is at least 30 feet
Rear yard	15 feet
Nonresidential	
Front yard	35 feet
Side yards	35 feet
Rear yard	35 feet
Front, side and rear yard for nonresidential use abutting residential districts	50 feet
Shoreland area	Per Article 8, Section 16
Maximum height	40 feet
Maximum lot coverage	75 percent, except there may be built for material storage purposes unheated, open-sided structures to cover not more than ten percent additional total areas of any such lot, over and above the portion of the lot area covered by any enclosed buildings.
Minimum width of green perimeter strip	
Side and rear yard of lots abutting residential districts	30 feet
Eastern Trail	50 feet for new construction

2. Performance Standards

Uses within the 7 Alewife Park Road Contract Zone shall conform to all applicable performance standards of this ordinance, including but not limited to the following:

- | | |
|--|------------------------------------|
| (a) Soils | Article 10, Section 2 |
| (b) Private outdoor lighting | Article 10, Section 6 |
| (c) Signage | Article 10, Section 7 (Industrial) |
| (d) Water and wastewater | Article 10, Section 8 |
| (e) Multifamily dwellings and multifamily lots | Article 10, Section 10 |
| (f) Affordable housing | Article 10, Section 12 |

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 of this Ordinance.

G. Flood Plain

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.

I. Off-Street Parking

All off-street parking proposed within the 7 Alewife Park Road Contract Zone shall be designed to the off-street parking standards set forth in Article 10, Section 9 of this ordinance, with the following exceptions:

(a) Residential

- (i) Multifamily 1.5 spaces per dwelling unit

EXHIBIT C

See attached

