

Hancock Block Contract Zone

Contract Zone Agreement by and among Advance Realty II, LLC, 2G Holdings, LLC and the Town of Gray Regarding a .84 Acre Parcel of Land with addresses at 6 Main Street and 7 Yarmouth Road, Gray, Maine

This Contract Zone Agreement (the "Agreement") is made this ____ day of _____, 2014, by and between the **Town of Gray**, a Municipal Corporation (the "Town"), **Advance Realty II, LLC**, a Maine Limited Liability Company with a place of business in Gray, Maine ("Advance Realty II"), and **2G Holdings, LLC**, a Maine Limited Liability Company with a place of business in Gray ("2G Holdings"), pursuant to Conditional and Contract Rezoning Provisions set forth in 30-A M.R.S.A. Section 4352 (the "Act") and Section 402.9.9 of the Gray Zoning Ordinance (as amended) (the "Zoning Ordinance").

Recitals:

1. The property subject to this Agreement consists of a .49 acre parcel of real estate with the buildings thereon located at 6 Main Street owned by Advance Realty II (the "Advance Realty II Parcel"), and a .35± acre parcel of real estate with the buildings thereon located at 7 Yarmouth Road owned by 2G Holdings (the "2G Holdings Parcel") in the Town of Gray, Maine, identified on the Town's Tax Map as Map 405, Lot 20 (Advance Realty II), and Map 405, Lot 24 (2G Holdings), and more particularly depicted on Exhibit "A" attached hereto and made a part hereof (the "Plan"), which properties are currently owned by the respective owners by virtue of the following conveyances:

- A. Advance Realty II Deed dated July 8, 2014 (Parcel 1) recorded in the Cumberland County Registry of Deeds in Book 31627, Page 192.
- B. 2G Holdings Deed dated April 23, 2014 recorded in the Cumberland County Registry of Deeds in Book 31482, Page 29 (the "Property").

2. The Property is located in the Village Center Proper District ("VCP Zone") as described in Section 402.4.1 of the Zoning Ordinance.

3. The Town of Gray commissioned the Hancock Block Master Plan dated July, 2013 prepared by Elizabeth Humphrey (the "Master Plan"). The Master Plan identifies and informs concepts supportive of and consistent with investment in and revitalization of Downtown Gray and supports flexible application of land use rules in support of those initiatives.

4. The Property is located in the Hancock Block in Downtown Gray which is bounded by Main Street, Yarmouth Road and Brown Street.

5. The Master Plan identifies structures and properties within the Hancock Block which could be appropriately redeveloped with appropriate land use rule modification, in order to permit a wide variety of uses.

6. Presently, the Advance Realty II Parcel supports four distinct uses, as defined in the Zoning Ordinance.

7. A dilapidated building occupies the 2G Holdings Parcel which the Town of Gray would like to see removed and the Parcel ultimately redeveloped in a way consistent with the Master Plan.

8. 2G Holdings and Advance Realty II wish to prepare the Property for development and use not inconsistent with the Master Plan, and, in connection therewith, remove the dilapidated building from the 2G Holdings Property so that the Property will be fully available for appropriate redevelopment (the "Project").

9. In order for the Project to proceed, certain amendments with respect to use, lot size, lot coverage and set backs of the Zoning Ordinance are required.

10. The parties wish to enter into a Contract Zoning Agreement relating to the Property, subject to the terms and conditions set forth herein.

Now, therefore, pursuant to the provisions of 30-A M.R.S.A. Section 4352(8) and Section 402.9.9 of the Zoning Ordinance (as amended), the Gray Town Council hereby finds that this Contract Zoning Agreement:

1. Is consistent with the Comprehensive Plan duly adopted by the Town of Gray on August 5, 2003; and
2. Establishes a Contract Zone Area consistent with the existing and permitted uses and the original zone of the area involved; and
3. Only includes conditions and restrictions which relate to the physical development and future operation of the Project; and
4. Imposes those conditions and restrictions which are necessary and appropriate for the protection of the public health, safety and general welfare of the Town of Gray; and
5. Advances desired land use objectives that promote a clear public purpose and benefit, including (a) the removal of the dilapidated building and structure on the 2G Holdings Parcel; and (b) supports redevelopment of a portion of the Hancock Block as outlined in the Master Plan.

The parties agree as follows:

1. **Contract Zone.** The Town hereby agrees that the Property as described herein shall be a contract zone (the "Contract Zone") pursuant to the provisions of 30-A M.R.S.A. Section 4352(8) and Section 402.9.9 of the Zoning Ordinance.
2. **Permitted Uses Within the Contract Zone.** The development permitted within the Contract Zone shall be as follows:
 - A. Any permitted or conditional uses permitted on the Property pursuant to this Agreement, or as added by subsequent amendment to the Zoning Ordinance. Except as set forth herein, all performance criteria presently contained in the Zoning Ordinance with respect to the VCP Zone shall apply to the Contract Zone. The number of uses permitted on each Parcel shall not be inconsistent with the number of uses presently extant on the Advance Realty II Parcel, so long as such development complies with performance criteria contained in the present Zoning Ordinance or less restrictive performance criteria that may apply to the Property in the future.
 - B. Advance Realty II and 2G Holdings may move the mutual boundary (lot line) one or more times, so long as each lot contains at least

7,500 square feet, and may merge their respective Parcels, without prior approval from the Town of Gray. Further, uses may be transferred from one parcel to the other one or more times, so long as the total number of uses extant at any one time on both parcels does not exceed the number of uses presently permitted on the Advance Realty II Parcel, multiplied by Two (2).

3. Restrictions within the Contract Zone.

A. **Spatial Criteria.** The setbacks within the Contract Zone, as compared to the Zoning Ordinance shall be as follows:

	Contract Zone	VCP Requirements
Maximum Lot to Coverage	85%	75%
Minimum Lot Line Setback - Front	0 feet	0 feet
Minimum Lot Line Setback - Side	0 feet	0 feet
Minimum Lot Line Setback - Rear	0 feet	0 feet
Maximum Building Height	35 feet	35 feet
Minimum Lot Area	7,500 square feet	20,000 square feet
Minimum Street Frontage	0 feet	200 feet

B. **Development Standards.** Development Standards shall be consistent with the present standards found in the Zoning Ordinance, or less restrictive standards, should the Zoning Ordinance be so amended.

The following shall be conditional uses within the Contract Zone, notwithstanding that these uses are not permitted in the VCP Zone; (i) day care facilities for six or more; (ii) drive-thru and drive-in facilities; (iii) hotels and motels; (iv) light manufacturing; (v) small hotels and motels; and (vi) repair service.

C. **Common Lot Line.** Advance Realty II and 2G Holdings shall be free to move the common lot line and convey portions of their respective Parcels to the other, provided that any conveyance that results in the creation of a parcel of less than 7,500 square feet shall first require Town of Gray Planning Board approval. They shall be free to mutually and cooperatively contract for the sharing of resources in support of the Property including, but not limited to, utilities, services, parking and storage, and including vehicular

access and traffic designed to serve both Parcels, without reference to Parcel ownership.

4. **Building Removal.** Advance Realty II and 2G Holdings shall cause removal of the Building on the 2G Holdings Parcel within Ninety (90) days of the date of this Agreement, and upon issue of any necessary State or municipal permits, at their expense.

5. **Miscellaneous Provisions.**

A. **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 and assigns of the parties hereto. A true copy of this Agreement shall be recorded in the Cumberland County Registry of Deeds.

B. **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.

C. **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, without giving effect to conflicts of laws principles.

D. **Binding Covenants.** The above-stated restrictions, provisions and conditions are an essential part of this Agreement and shall run with the Property, shall bind the parties, their successors and assigns with respect to the Project or any part thereof or any interest therein, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town, by and through its duly authorized representatives. This Agreement may not be amended except by mutual written agreement of the parties.

E. **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.

F. **Enforcement.** 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.

In Witness Whereof, the parties have hereunto caused this Agreement to be executed as of the day and year first above written.

Town of Gray

By: _____
Deborah S. Cabana, Town Manager

Advance Realty II, LLC

By: _____
Walter C. Hebold, its Manager

2G Holdings, LLC

By: _____
Ronald P. Marcotte, its Manager

#2432393

