



Town of North Yarmouth, Maine
Special Town Meeting Warrant

To: Clark Baston, a resident of the Town of North Yarmouth, County of Cumberland, and State of Maine.

MUNICIPAL SPECIAL TOWN MEETING NOTICE


GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of North Yarmouth, qualified by law to vote in town affairs, to meet at the North Yarmouth Memorial School Gymnasium, 120 Memorial Highway, in said Town on Thursday, August 4, 2016, at 7:00 pm in the evening. Then and there to act upon Articles 1 and 2 as set out below and in conformity with Title 30-A of the Maine Revised Statutes, as amended.

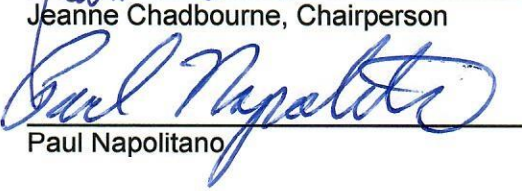
The Registrar of Voters, Debbie Allen Grover, gives notice that the registrar's office will be in session from 6:45 pm to the close of said meeting on Tuesday, August 4, 2016, for the purpose of registering new voters and correcting the current list of voters.

ARTICLE 1. To choose a Moderator to preside at said Special Town Meeting.

ARTICLE 2. Shall the ordinance entitled Town of North Yarmouth, Maine Land Use Ordinance and the Town of North Yarmouth Zoning Map be amended by adopting the Contract Zoning Agreement By and Between the Town of North Yarmouth and James Guidi/Stone Post Subdivision Contract Zone Agreement?

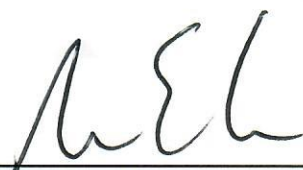
Given under our hands this 19th day of July 2016 at North Yarmouth, Maine.

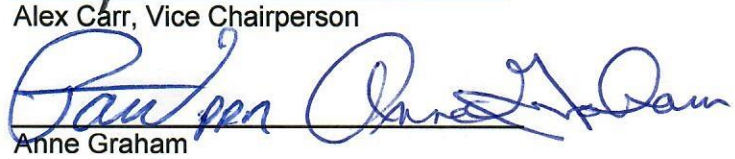


Jeanne Chadbourne, Chairperson


Paul Napolitano

Select Board



Alex Carr, Vice Chairperson


Anne Graham

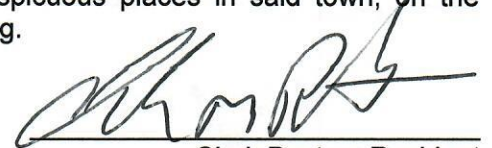
A true copy of the warrant,

Attest:  Debbie Allen Grover, Town Clerk

RETURN OF THE WARRANT

North Yarmouth, Maine July 20, 2016

Pursuant to the within warrant to me directed, I have notified and warned the inhabitants of said Town qualified as herein expressed, to meet at said time and place, and for purposes therein named, by posting an attested copy of said warrant at the Town Office, North Yarmouth Variety, Ames Farm Center, Fire Rescue Station, and Toddy Brook Café in said town, being public and conspicuous places in said town, on the 20 day of July 2016, being at least seven (7) days before the meeting.



Clark Baston, Resident

Contract Zoning Agreement
By and Between the Town of North Yarmouth
and
James Guidi/Stone Post Subdivision

Regarding a 4+ acre Parcel of Land, Walnut Hill Road, North Yarmouth Maine

This Contract Zoning Agreement is entered into this 4th day of August, 2016, by and between the Town of North Yarmouth, a municipal corporation (the "Town"), and James Guidi, its nominee or assigns (the "Developer"), pursuant to the conditional and contract zoning provisions set forth in 30-A M.R.S.A. § 4352 and Article 1, Section 1.8 of the North Yarmouth Land Use Ordinance, as amended (the "Ordinance").

Whereas, the property subject to this Agreement consists of a 4+ acre parcel of unimproved Real Estate on Walnut Hill Road in North Yarmouth, identified on the Tax Assessor Map as Map 07, Lot 69, as more particularly described in the Exhibit A attached hereto (the "Property"), which is currently owned by the Estate of Donald Smith (the "Owner") by virtue of a certain deed dated July 26, 1941, recorded in the Cumberland County Registry of Deeds in Book 1650, Page 93;

Whereas, the property is located in the Village Center District, as shown on the Town of North Yarmouth Zoning Map;

Whereas, the Developer has entered into a Purchase and Sales Agreement - Land Only dated December 9, 2015, as amended, pursuant to which the Developer has agreed to purchase the property from the Owner;

Whereas, the Developer intends to develop the Property as a 7-lot residential subdivision as presented by Sevee & Maher Engineers, Inc to the Town of North Yarmouth Planning Board on April 12, 2016 labeled "Stone Post Subdivision" (the "Project");

Whereas, in order for the project to be financially feasible for the construction and sale of residential lots while meeting all codes and ordinances, certain amendments with respect to the space and dimensional provisions of the Ordinance are required;

Whereas, the Project will serve the Town's goal of density pursuant to the Comprehensive Plan by August 4th, 2018; and

Whereas, the Town and Developer desire to enter into a Contract Zoning Agreement to the Property, subject to the terms and condition set forth herein.

NOW THEREFORE, pursuant to the provisions of 30-A M.R.S.A. § 4352(8) and Section 1.8 of the Ordinance (as amended), the Town of North Yarmouth hereby finds that this Agreement:

- I. Is consistent with the Comprehensive Plan duly adopted by the Town of North Yarmouth on February 6, 2004; and
- II. Establishes a contract zone consistent with the existing and permitted uses in the original zone of the area involved; and

III. Only includes conditions and restrictions which relate to the physical development and future operation of the proposed development; and

IV. Imposes those conditions and restricts which are necessary and appropriate for the protection of the public health, safety, and general welfare of the Town of North Yarmouth.

In consideration of the mutual promises made by the parties to each other, the parties covenant and agree as follows, the parties agree as follows:

1. Establishment of the Contract Zone:

The Town hereby agrees that the Property as described herein shall be a contract zone (the "Contract Zone") pursuant to the provisions set forth in 30-A M.R.S.A. §4352 and Section 1.8 of the Ordinance. This Agreement shall create an overlay zone and except as expressly modified or otherwise stated within, the Property shall be subject to the requirements of the underlying Village Center District, as the same may be amended from time to time, together with all lot requirements and general requirements not modified within.

A. **Space and Dimensional Requirements.** Notwithstanding Section 7.6 and Table 7.2 of the Ordinance, the Project, consisting of 7 residential house lots, shall be permitted within this Contract Zone; provided, however, that the following use restrictions shall apply:

- I. The 7 lots shall have no more than 1 dwelling unit each;
- II. The maximum square footage above grade of the living space shall be no greater than 2400 square feet;
- III. The maximum number of bedrooms of each dwelling units shall be no greater than 3;
- IV. By-Laws shall be incorporated into future deeds which shall reflect this Contract Zone.

B. **Permitted Uses.** All other permitted uses in the underlining zoning district shall be permitted on the property.

C. **Zoning Map.** The Town hereby amends the Zoning Map of the Town of North Yarmouth, by adopting the map change amendment shown in Exhibit A.

2. Miscellaneous Provisions

A. Binding Covenants: The above stated restrictions, provisions, and conditions are an essential part of the rezoning and this Agreement and shall run with Property, shall bind the Developer, its successors and assigns with respect to the Project or any part thereof or any interest therein, and any party or occupancy of said Property or any part thereof, and shall insure to the benefit of and be enforceable by the Town and through its duly authorized representatives. This Agreement may not be amended except by mutual written agreement by the parties. This Agreement shall not be assignable without the prior approval of the Town, provided, however the Developer may assign this Agreement without such approval to a cooperate entity or Limited Liability Company solely owned and organized by the Developer for the purposes of developing the Project. A true copy of this Agreement shall be recorded in the Cumberland County Registry of Deeds.


B. Maine Agreement: This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine except any conflict of laws or provisions applying laws of any other jurisdiction.

C. Severability: In the event any one or more clauses of this Agreement shall be held to be void or unenforceable or any reason by the court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force and effect, and the remainder of this Agreement shall be deemed to be valid and in full force and affect..

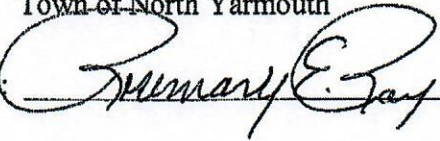
D. Enforcement: The Town shall have the power to enforce all conditions and restrictions and any breach of this Agreement or any other violation of the Ordinance through an enforcement action pursuant to 30-A M.R.S.A § 4452. In the event that the Developer or their successors or assigns fail to use and operate the Property in accordance with this Agreement, or in the event of any other breach hereof, this Agreement may be terminated by vote of the Board of Selectmen after such notice as required by law. In that event, the Property may then be used only for such uses as are otherwise allowed by law.

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


Witness

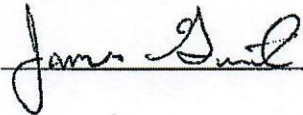

Name: Melissa Henes

Town of North Yarmouth

By: 

James Guidi

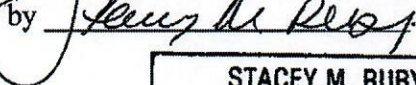

Name: Melissa Henes

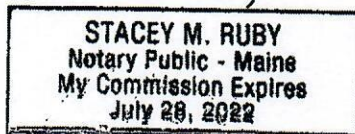


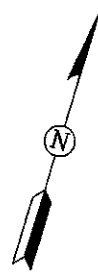
State of Maine

County of Cumberland

The foregoing instrument was acknowledged before me this 18 day of August, 2016

by 



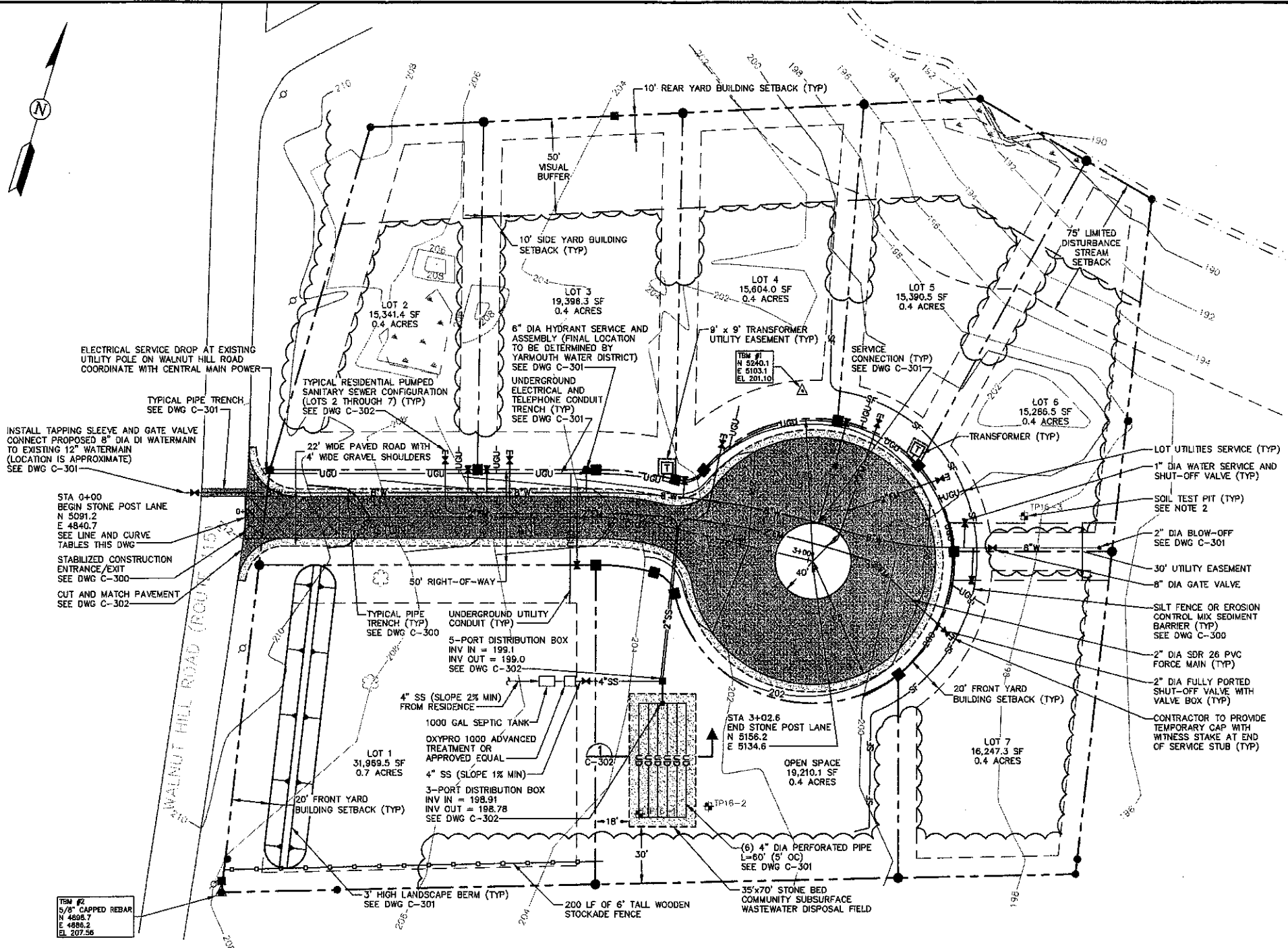


GENERAL NOTES:

- EXISTING PROPERTY BOUNDARY AND TOPOGRAPHIC FROM PLAN ENTITLED "EXISTING CONDITIONS ON WALNUT HILL ROAD IN NORTH YARMOUTH, MAINE FOR JIM GUIDI" BY WAYNE T. WOOD & CO., DATED FEBRUARY, 2016.
- WETLANDS DELINEATED USING GIS AERIAL PHOTOGRAPH AND SUBMETER GPS LOCATION, BY LONGVIEW PARTNERS, LLC, DATED 4/3/2016.
- TEST PIT LOCATIONS FIELD SURVEYED BY WAYNE T. WOOD & CO.
- ALL SITE AND CONSTRUCTION ACTIVITIES SHALL BE IN COMPLIANCE WITH MEDEP BEST MANAGEMENT PRACTICES AND EXISTING FEDERAL, STATE, AND LOCAL PERMITS AND PERMITTING REQUIREMENTS FOR THE SITE.

SURVEYOR'S NOTES:

- OWNER OF RECORD IS DONALD W. SMITH (HEIRS) BY DEED OF LESTER F. SMITH RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 1650 ON PAGE 93 AND DEED OF AMES FAMILY, LLC. RECORDED IN BOOK 24,151 ON PAGE 216.
- ALL BEARINGS ARE REFERENCED TO MAGNETIC NORTH OF THE YEAR 1983 PER THE PLAN IN PLAN REFERENCE 2 AND ARE CALCULATED FROM ANGLES OF AN ACTUAL ON THE GROUND SURVEY.
- THE SUBJECT PARCEL IS SHOWN ON THE TOWN OF NORTH YARMOUTH TAX MAP #7 AS LOT #69 AND IS SITUATED IN THE VILLAGE RESIDENTIAL ZONE AND THE GROUND WATER PROTECTION OVERLAY DISTRICT.
- ELEVATIONS ARE BASED ON AN ASSUMED NGVD 1929 DATUM.



TEM #1
5/8" CLIPPED REBAR
N 4898.7
E 4888.2
EL. 207.56

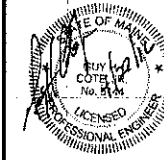
STONE POST DRIVE C_L LINE AND CURVE TABLES

LINE	BEARING	DISTANCE
L1	S 73°09'00" W	185.28
L2	S 86°27'05" W	82.49

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C10	150.00'	34.82'	34.74'	N 79°48'02" E	131°18'05"

REV.	BY	DATE	STATUS
		4/2016	ISSUED TO TOWN FOR FINAL APPROVAL
	DPD	3/2016	ISSUED TO TOWN FOR REVIEW

JIM GUIDI
CONCEPTUAL SUBDIVISION
ROUTE 115
NORTH YARMOUTH, MAINE
SITE, UTILITIES, GRADING, DRAINAGE
AND EROSION CONTROL PLAN



SME
 Sevee & Maher Engineers, Inc.
ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE
 4 Blanchard Road, PO Box 85A, Cumberland Center, Maine 04021
 Phone 207.829.5016 • Fax 207.829.5692 • www.smemaine.com

DESIGN BY: DPD
 DRAWN BY: SJM
 DATE: 3/2016
 CHECKED BY: [Signature]
 LMN: SITE-GRADE
 CTB: SME-STD

JOB NO. 15256.00 DWG FILE BASE-CONCEPT **C-103**