



*Strengthening a Remarkable City, Building a Community for Life*

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**Corporation Counsel**  
Gary C. Wood

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Mary E. Costigan

March 13, 2008

Signed COPY

Patricia Eltman  
41 Cottage Road  
South Portland, ME 04106

Dear Pat:

RE 49 Ryefield, P.I. - 085-F-005

The purpose of this letter is to put in writing the agreement between you and the City regarding the land use violation on your property located at 49 Ryefield Street on Peaks Island.

After consulting with the City's building staff you submitted a plan to them and they approved it. You subsequently undertook the construction of the building and improvements shown on that plan only to find out that a portion of the approved addition, namely a section approximately 11 feet in length on one end of the building violated the existing 20' side lot setback requirement in the City's ordinances. The approved project would also lead to violation of the City's lot size coverage limitation. You subsequently met with me and City staff to address this violation after honoring a stop work order. Your builder Paul Andrulli participated in the meeting.

City staff missed the setback and the lot coverage violations when they approved the original plan and because you relied on the plan as approved and proceeded to build the approved structure, the City will now allow you to complete your building project pursuant to an amended building plan filed on 3/12/08 in the City's Building Inspections office. That plan brings the project into compliance with the lot size coverage limitation. The City also agrees now and in the future that it will not file any litigation or take any other action against you or any successor in title or interest to enforce the City setback requirement related to this project.

I enter this agreement in behalf of the City, in my status as the City's Corporation Counsel pursuant to the authority granted to me by the City Charter and ordinances to settle and resolve contested legal issues.

The City also agrees to pay reasonable costs, once reviewed and approved by me, related to the need in this case to redesign and reconstruct the portion of the originally approved project that had to be changed and undone to comply with the City's lot coverage limitations.

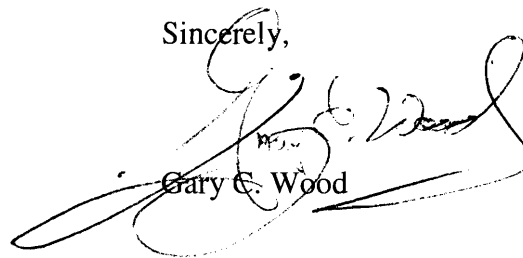
I appreciate your understanding and your willingness to cooperate with the City in this matter as well as the cooperation that I have received from the Building Inspections Department to understand it and resolve it.

By signing the Seen and Agreed To statement below you are acknowledging that this letter and agreement accurately describes the agreement between you and the City to fully and finally resolve this matter.

Once you have reviewed the letter, if you agree with it and sign it, please return the original to my office so it can be filed here and in the Building Inspections Department. Please make a copy of the signed document before you send it to us and retain it for your records.

If you have any questions, please feel free to call me when I return from vacation on March 24<sup>th</sup>.

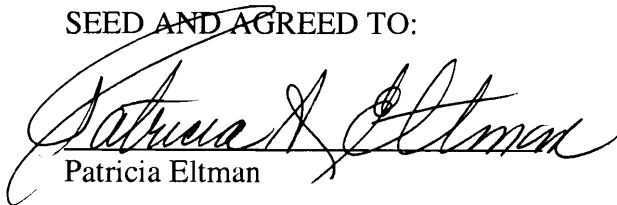
Sincerely,



Gary C. Wood

Cc: Lee Urban  
Jeannie Bourke  
Marge Schmuckal

SEED AND AGREED TO:



Patricia Eltman

3/17/08  
Date