

CONSENT AGREEMENT

This document (hereinafter the "Agreement") made as of this 5th day of March 2013, constitutes an agreement by and between the City of Portland, a political division of the State of Maine (hereinafter the "City"), and Carol R. Paulding (hereinafter "Paulding"), whose mailing address is 21 Quiet Lane, Portland, Maine, concerning her property located at 21 Quiet Lane (hereinafter the "Property").

Both Paulding and the City agree as follows:

- (i) Paulding is a resident of the City of Portland, and currently resides on the Property.
- (ii) Land Use Violations. The City has notified Paulding that the Property is in violation of its Land Use Code (hereinafter the "Code") as a result of the cutting trees and brush in a designated "no cut" area at the rear of the Property within the Hidden Acres Subdivision approved by the Planning Board on November 23, 1999, and recorded at the Registry of Deeds on May 10, 2000 at Book 15566, Page 270, which shows a no-cut buffer area and areas delineated as wetlands. (See notice attached hereto as exhibit A). The City has also notified Paulding that the location of the deck and stairs at the rear of the house located on the Property is less than the required setback (contained in the Code) from the adjacent land of the Portland Water District (hereinafter "PWD"). (See exhibit A).
- (iii) Admission of Violations. Paulding admits that the claimed violations exist on the Property.
- (iv) Agreed Administrative Settlement and Remedy. Whereas, in consideration for the release by the City of the causes of action which the City has against Paulding resulting from the violations enumerated in this Agreement, and due to the fact that the violations are not due to any act or omission of Paulding, Paulding hereby agrees to correct the aforementioned violations as follows:

(a) Paulding shall acquire a ten-foot (10') wide strip at the rear of the Property from PWD on or before April 1, 2013, which the parties have agreed is sufficient to cure the setback violation; and

(b) Paulding has agreed to place the same "no-cut" restriction on the property acquired from PWD as the area where her shed is currently located (as shown in attached exhibit B). The City hereby agrees to allow Paulding's aforementioned shed to remain in its present location (as shown in attached exhibit B).

[Signatures to Follow on Next Page]

CAROL R. PAULDING

Dated: 2/27/13

Carol R Paulding

CITY OF PORTLAND

Dated: 3/5/2013

[Signature]
Its Corporation Counsel

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

~~March~~ Feb. 27, 2013

Personally appeared the above-named Carol R. Paulding and made oath that she fully understand the terms of the foregoing Agreement and that said Agreement was signed by her of her own volition.

Before me,

Kathy L. Larsen
Notary Public/Attorney-at-Law

KATHY L. LARSEN
Notary Public, Maine
My Commission Expires June 13, 2017