

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.

Feb.
March 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



PORTLAND MAINE

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Planning & Urban Development Department
Jeff Levine, AICP, Director

Planning Division
Alexander Jaegerman, FAICP, Director

MEMORANDUM

TO: Marge Schmuckal, Zoning Administrator

FROM: Barbara Barhydt, Development Review Services Manager

DATE: September 25, 2012

SUBJECT: 21 Quiet Lane

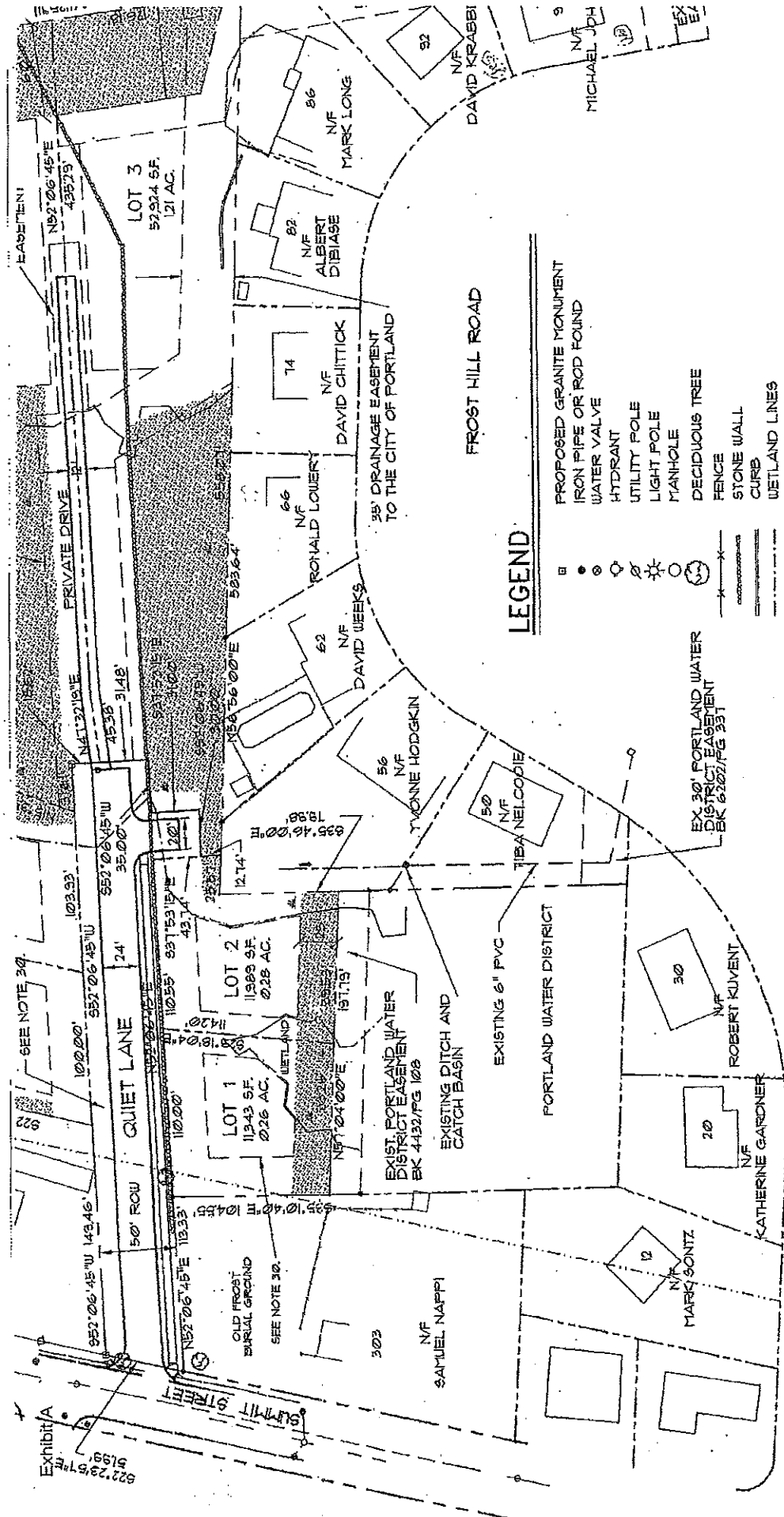
The Hidden Acres Subdivision, which includes Quiet Lane, was approved by the Planning Board on November 23, 1999. The subdivision plat was recorded at the Registry of Deeds on May 10, 2000. The subdivision plat shows a no-cut buffer area and there are areas delineated with the no-cut buffer that are also identified as wetlands. Note #31 on the subdivision plat states the following:

No standing trees, timber or undergrowth shall be removed in the no-cut buffers as shown on the plans, except in the event any such tree or timber presents a dangerous or unsafe condition.

Under the subdivision standard for scenic and natural beauty, the Planning Board report states that the no cut buffers are shown "...to indicate the limit of disturbance during construction. Some of these no cut areas have been revised since the Planning Board's workshop on this item to reflect areas which will be re-graded [sic] as needed for management of stormwater. "

Excerpts of the subdivision plan and the site plan are attached, which include Lot #2 (21 Quiet Lane). The wetland extends along the two side property boundaries, but is not shown within the no-cut area along the rear line. The grading of the site was to occur outside of the no-cut buffer and drainage easements are shown in other areas of the subdivision, but are not shown on this lot.

Based upon a review of the file, it appears that the property owner will need to seek an amendment to the subdivision plat from the Planning Board for the deck that extends into the no cut area; however it appears that the deck does not impact a wetland. The existing survey for 21 Quiet Lane shows a shed located in the no-cut area, which should be relocated out of the no-cut buffer.



LEGEND

- PROPOSED GRANITE MONUMENT
- IRON PIPE OR ROD FOUND
- HYDRANT
- UTILITY POLE
- LIGHT POLE
- MANHOLE
- DECIDUOUS TREE
- FENCE
- STONE WALL
- CURB
- WETLAND LINES
- EXISTING 1" CONTOUR
- NO CUT BUFFER

SUBDIVISION PLAN, APPROV
CITY OF PORTLAND PLANNING

INING REQUIREMENTS

Exhibit C

EASEMENT DEED

Carol R. Paulding, whose mailing address is 21 Quiet Lane, Portland Maine 04103 for One Dollar and valuable consideration, including the covenants set forth herein, grants to the City of Portland whose mailing address is 389 Congress Street, Portland the perpetual right to enforce the restrictions on the cutting of vegetation, trees and brush (previously applicable to her property at 21 Quiet Lane by the Hidden Acres Subdivision (approved by the Portland Planning Board on November 23, 1999, and recorded at the Registry of Deeds on May 10, 2000 at Book 15566, Page 270) within the entire property acquired by Carol R. Paulding from the Portland Water District and recorded in the Cumberland County Registry of Deeds in Book 30441, Page 185.

By Acceptance of this deed, the Grantee, its successors and assigns waives all right to enforce the said "no-cut" restriction with respect to any cutting done prior to January 1, 2013, or to require the removal or relocation of the shed and any portion of the deck encroaching upon the "no-cut" area as of that date. It is further understood and agreed that the Grantor, her heirs and assigns shall have the perpetual right to maintain, repair, or replace (with no further intrusion into said "no cut" area) said deck and shed at said locations.

The covenants and conditions herein contained shall be deemed to be real covenants running with the land and benefiting and burdening the land of the Grantor.

In witness whereof Carol R. Paulding has set her hand and seal this 1 day of March 2013.

Carol R. Paulding

Carol R. Paulding

, 2013

Personally appeared the above named Carol R. Paulding and acknowledged that the foregoing was her free act and deed.

Kathryn L. Lason

Exhibit C

Notary Public/Attorney at Law

Printed Name: *Kathy L. Larsen*

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