

Consent Agreement

This Consent Agreement is entered into this 3rd day of August, 2021 by and between Robin C. Lapoint, 8 Tumblers Hill, Freeport, Maine hereinafter referred to as "Owner" and the Town of Freeport, a municipal corporation, 30 Main Street, Freeport, ME 04032 hereinafter referred to as "Town"

WHEREAS, Owner owns certain property at 8 Tumblers Hill, Freeport, Maine; said property also shown as Tax Map 24, Lot 71-B of said Town (the "Premises"); and

WHEREAS, the property at 8 Tumblers Hill, Freeport, Maine is located within the RR1 Zoning District; and

WHEREAS, on June 29, 2021, a Mortgage Loan Inspection Survey was performed by Livingston-Hughes Professional Land Surveying Corp.

WHEREAS, said inspection survey revealed that the northeasterly side of the house is approximately 40 feet from the northeasterly side property line and the garage is approximately 48 feet from the northeasterly side property line; and

WHEREAS, the Town of Freeport Zoning Ordinance requires all building and structures in the RR1 Zone to be located a minimum of 50 feet from any side property line making current condition a setback and zoning violation; and

WHEREAS, the Town of Freeport Zoning Board of Appeals has not issued any variance to the minimum requirements for the building at 8 Tumblers Hill; and

WHEREAS, the construction of the house and garage was completed by a predecessor in title to the Owner, and as such Owner was not responsible for the creation of said setback violation; and

WHEREAS, the Owner desires to sell the Premises but cannot do so because potential buyers are unable to obtain financing due to the above mentioned setback violation;

NOW THEREFORE, the Parties agree as follows:

1. Owner admits the Premises is in violation of the Freeport Zoning Ordinance due to the setback as described above.

2. Town confirms that Owner did not create or cause the setback and zoning violation. Records show a prior owner in title caused or suffered the setback violation to occur.

3. Given these circumstances, the Town believes this Consent is the appropriate solution and Owner agrees.

4. The Town hereby states, confirms and agrees it will not now, or in the future, take enforcement action against Owner, or any successor in title or interest, as to the above described setback violation of Freeport's Zoning Ordinance, provided that no further setback violations occur.

5. The Owner, and all successors in title or interest, acknowledge that all other applicable land use regulations and ordinances remain in effect, and that the The Town does not intend, through this agreement, to waive its enforcement rights to any potential violations that may arise in the future, other than those expressly outlined in section 4, above. Additionally, the Town does not, through this agreement, certify that the Premises are otherwise in compliance with any local land use regulation or ordinance.

6. The Parties intend by the recording of this Consent Agreement that future owners of the Premises may have comfort and reassurance that the existence of any setback violation will not be enforced as against the Premises, Owner, or future owners, unless Owner or a future owner further violates the setback condition required by the Freeport Zoning Ordinance.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above:

Town of Freeport

John Egan, Town Council Chair, duly authorized

STATE OF MAINE
COUNTY OF CUMBERLAND

August ____, 2021

Personally appeared before me the above-named John Egan, duly authorized, Town Council Chair of the Town of Freeport, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the Town of Freeport.

Notary Public/Attorney at Law
Print Name: _____
Exp: _____

Owner

Robin C. Lapoint

STATE OF MAINE
COUNTY OF CUMBERLAND

August ____, 2021

Personally appeared on the above date, the above-named Robin C. Lapoint and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public/Attorney at Law

Print name:

Exp: _____

Map 74, Lot 71-B
8 Tumblers Hill

* PLEASE NOTE: ORTHOPHOTO IS FOR DISCUSSION
PURPOSES ONLY AND IS NOT TO SCALE *

Legend

Parcels

