CONSENT AGREEMENT

This agreement is made as of this _____ day of May, 2013 by and between the **Town of Raymond**, Maine ("Town"), **Marston's Tree Service, Inc**. ("Marston"), and **Donald and Vickie Matthews** (“Matthews").

WHEREAS, on June 19, 2012, the Town's Code Enforcement Officer (“CEO”) issued to Marston and the Matthews a Notice of Violation ("Notice") of the Town of Raymond Land Use Ordinance on property owned by the Matthews and located at 11 Bridges Lane, Raymond, Maine, identified in the Town Assessor's records as Map 069, Lot 001 & 002 (the "Property"); and

WHEREAS, that Notice notified Marston and the Matthews that the Town's shoreland shoreland zoning provisions were violated by:

1) The trimming of trees above the bottom 1/3 on an estimated 75 trees within the 100 foot buffer;

2) Clearing of vegetation under 3 feet and other ground cover,

WHEREAS, that Notice required Marston and the Matthews to perform any corrective action possible and pay an appropriate monetary fine based on Article V, Section K of the Raymond Land Use Ordinance; and

WHEREAS, the violations of the Town's ordinances subject Marston and the Matthews to civil penalties, attorney's fees and costs; and

WHEREAS, all parties agree that the violations exist on the Property; and

WHEREAS, all parties wish to resolve the violations without the time and expense of enforcement litigation;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. No later than June 1, 2013, Marston shall pay to the Town of Raymond a civil penalty in the amount of $15,000 through a bank/certified check payable to the Town of Raymond and sent to the Town of Raymond, Attention: Town Manager, 401 Webbs Mills Road, Raymond, Maine 04071.
2. No later than June 1, 2013, the Matthews will pay the Town a civil penalty in the amount of $10,000, without any admission of liability, through a bank/certified check payable to the Town of Raymond and sent to the Town of Raymond, Attention: Town Manager, 401 Webbs Mills Road, Raymond, Maine 04071.
3. Commencing the Spring of 2013, the Matthews shall begin to implement the restoration plan prepared by Robert Metcalf, Registered Landscape Architect, (the "Restoration Plan"), a copy of which is attached as **Exhibit A** and incorporated herein by reference with the and completing the plan by the end of October 2013 barring unforeseen circumstances beyond their control. If the Restoration Plan is not completed by the end of October 2013 due to unforeseen circumstances beyond the Matthews' control, a description and evidence of such unforeseen circumstances shall be submitted in writing to the Town.
4. The Matthews themselves shall or through their contractors insure that 80% of the plantings survive until June 1, 2016. This duty shall run with the land. On or about the one-year anniversary of the initial planting, the Matthews shall contact the CEO about inspecting the Property. On or about June 1, 2016, the Matthews shall contact the CEO about inspecting the Property. With reasonable notice to the Matthews, the CEO shall be allowed to enter the Property as reasonably necessary to quantify the survival rate of the plantings. The CEO shall notify the Matthews in writing of any

deficiencies identified during such visits ("Deficiency Notice"). The Matthews shall within a reasonable time after the Deficiency Notice ensure that any deficiencies are corrected ("Cure Period").

5. The Town agrees that, so long as the Matthews complete the restoration plan as required in Paragraph No. 3, ensures its survival of no less than 80% of the trees through June 2016, and that the Matthews comply with any Deficiency Notice during any applicable Cure Period during that time, the Town will, and hereby does, upon fulfillment of the conditions herein, waive its rights to any additional civil penalties, attorney's fees and costs related to the specific violations to which the Notice referred.
6. The parties agree to submit to binding arbitration any dispute regarding the interpretation of this agreement to Robert Crowley, or another mutually acceptable arbitrator with each party to share the arbitrator's costs. The arbitrator shall have the authority to award attorney's fees and sanctions in his discretion.
7. When a violation of this agreement shall have occurred and be continuing, the other parties shall have all rights and remedies available to it at law or in equity and to take whatever action as may be necessary or desirable to collect the amount then due or to specifically enforce the performance or observance of any obligations, agreements or covenants of the hereunder.

This agreement shall be recorded by the Town in the Cumberland County Registry of Deeds, shall run with the land, and shall be binding on Marston and the Matthews and their heirs, successors and assigns for so long as they own the Property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

_____
Donald Matthews, individually

_____
Vickie Matthews, individually

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2013

PERSONALLY APPEARED the above-named Donald Matthews and acknowledged the foregoing instrument to be his free act and deed.

_____
Notary Public / Attorney at Law

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2013

PERSONALLY APPEARED the above-named Vickie Matthews and acknowledged the foregoing instrument to be her free act and deed.

_____
Notary Public / Attorney at Law

MARSTON TREE SERVICE, INC.

_____
John Marston, President, duly authorized

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2013

PERSONALLY APPEARED the above-named John Marston, President of Marston's Tree Service, Inc. and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

_____
Notary Public / Attorney at Law

TOWN OF RAYMOND

By: _____
Don Willard, Its Town Manager
Duly Authorized by the Board of Selectmen

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2013

PERSONALLY APPEARED the above-named Don Willard in his capacity as Town Manager of the Town of Raymond, Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town of Raymond.

_____
Notary Public / Attorney at Law