DRAFT (Proposed by M. Manning)

CONSENT AGREEMENT

This Agreement is made as of this ___ day of , 2013 by and between the Town of Raymond (the "Town") and the following property owners: Michael Manning, Anne Manning, MGM Builders, Inc., Herluf Madsen and Donna Madsen (collectively the "Owners").

WHEREAS, the Owners acquired lots shown on a plan entitled "Boundary Survey, Gore Road/Raymond for MGM Builders, Inc." by Survey, Inc. dated March 2004 (the "Plan") by conveyances from Elwin Plummer listed below;

Date of Deed	Lot No. on Survey, Inc. Plan	Grantee	Recording Book & Page
12/02/2003	4	Manning Anne	Book 20783, Page 138
12/17/2003	2	Manning MGM	Book 20783, Page 141
12/18/2003	1	Builders, Inc.	Book 20783, Page 144
12/3112003	3	Herluf & Donna Madsen	Book 20783, Page 146

WHEREAS, MGM Builders, Inc. is now seeking further division of the ± 8.73 acre lot shown on the Plan as lot 3; and

WHEREAS, the Town contends that the conveyances of the four lots by Elwin Plummer violated Article X, Sections 2 and 3 of the Town of Raymond Subdivision Regulations and 30-A M.R.S.A. § 4406(1); and

WHEREAS, the Owners deny any violation of the Town of Raymond Subdivision Regulations or the state subdivision statute; and

WHEREAS, the Town and the Owners wish to resolve their dispute without resorting to litigation.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and without either admitting or denying any of the contentions of any of the parties, the parties hereby agree as follows:

1. Simultaneously with the execution of this Agreement, the Owners will pay a civil penalty to the Town in the amount of $8000.00 and will pay the Town the sum of $4000.00 as reimbursement for the attorney's fees, planner fees and other expenses the Town has expended in connection with the investigation and resolution of this matter. The signature of the Town Manager on this Agreement constitutes the acknowledgement of the receipt of those payments.

2. In exchange for said payments, the Town will consider the four lots shown on the Plan to be lawful under the Town of Raymond's Subdivision Regulations and the state subdivision statute and will not take any enforcement action with respect to the creation of said lots.

3. Further, the Town will allow the division of lot 3 into no more than two lots, and will not require review and approval under the Town of Raymond Subdivision Regulations or the state subdivision statute.

4. This Agreement creates conditions running with the land, which will be binding on the Owners and the Owners' heirs, successors and assigns. The Town will record this Agreement in the Cumberland County Registry of Deeds.

DRAFT

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

TOWN OF RAYMOND

By: _____
Don Willard, its Town Manager

MGM Builders, Inc.

By: _____
Its:

_____
Michael Manning

_____
Anne Manning

_____
Herlif Madsen

_____
Donna Madsen

STATE OF MAINE
County of Cumberland, ss

Personally appeared the above-named Donald Willard in his capacity as Town Manager of the Town of Raymond, Maine and acknowledges the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town.

Before me,

_____
Notary Public/Attorney at Law