

ITEM 18-087

To consider and act on authorizing the Code Enforcement Officer to execute a Consent Agreement with the owners of 14 Mary Lane

CONSENT AGREEMENT

THIS CONSENT AGREEMENT is entered into on this ____ day of June, 2018, by and between **CHEERHEART HOLDINGS, LLC**, a domestic limited liability company organized under the laws of the State of New York, with Jeremiah Chanse Jackson, a member, who owns property located at 14 Mary Lane, Cumberland, Maine (the “Property”) and the **TOWN OF CUMBERLAND**, a municipal corporation located in the County of Cumberland and State of Maine (the “Town”).

Cheerheart and the Town stipulate to the following facts:

1. The Town is a municipal corporation organized under the laws of the State of Maine. William C. Longley, Jr. is the duly authorized Code Enforcement Officer for the Town and authorized under state law to administer and enforce the Town’s General Code and Zoning Ordinance (“Mr. Longley”).
2. On or about March 26, 2018, a communication was made to Mr. Longley, advising that Cheerheart was engaging in tree and brush removal at the Property.
3. On or about March 26, 2018, an inspection was done by Mr. Longley, who found that trees and brush were being removed in violation of the approved subdivision plan for the Property filed in the Cumberland County Registry of Deeds in Plan Book 204, Page 572; likewise, the proportion of planted to non-planted areas on the Property was also in violation of said Plan.
4. On or about March 27, 2018, Mr. Longley issued a Notice of Violation Warning Order for Corrective Action, wherein Mr. Longley ordered Cheerheart to develop a plan to revegetate the disturbed areas and provide a schedule for replanting.
5. On or about May 14, 2018, with the assistance of Ryan Russell, a Maine licensed landscape architect doing business as Land Plans, Inc., Cheerheart provided a revegetation plan to Mr. Longley for approval.
6. On or about June 6, 2018, Mr. Longley approved the revegetation plan and gave permission for Cheerhheart to commence with replanting of trees on the Property in accordance with the revegetation plan.
7. Cheerheart agrees to pay a fine in the amount of \$250.00 for the violation. Such payment shall be made payable to the Town of Cumberland.
8. The Town agrees to relinquish its rights to prosecute Cheerheart, their successors in real property interest, assigns and heirs, for any alleged violation arising from the removal of trees and brush as described herein which occurred prior to the execution of this Consent Agreement.

9. This Consent Agreement shall be binding upon Cheerheart, their successors in real property interest, assigns and heirs, and it shall be duly recorded by the Town in the Cumberland County Registry of Deeds within thirty (30) days with a copy of the recorded instrument to be provided to the Mr. Longley.

10. At a meeting of the Town Council on Monday the 25th of June, 2018, the Town Council approved this resolution of the alleged violation based upon the terms and conditions set forth in this Agreement and authorize Mr. Longley to sign this Consent Agreement on behalf of the Town.

IN WITNESS WHEREOF, the undersigned have executed this Consent Agreement on the date appearing beside their names.

CHEERHEART HOLDINGS, LLC

Date: June __, 2018

By: Jeremiah Chanse Jackson,
Its: Manager

STATE OF MAINE
CUMBERLAND, ss.

June __, 2018

Then personally appeared before me Jeremiah Chanse Jackson, in his capacity as manager of Cheerheart Holdings, LLC, and acknowledged that the foregoing instrument is his free act and deed and the free act and deed of Cheerheart Holdings, LLC.

Before me,

Notary Public/Attorney at Law
Print Name: _____
My Commission expires: _____

TOWN OF CUMBERLAND

Date: June __, 2018

By: William C. Longley, Jr.
Its: Code Enforcement Officer

STATE OF MAINE
CUMBERLAND, ss.

June __, 2018

Then personally appeared before me William C. Longley, Jr., in his capacity as Code Enforcement Officer for the Town of Cumberland, and acknowledged that the foregoing instrument is his free act and deed and the free act and deed of the Town of Cumberland.

Before me,

Notary Public/Attorney at Law
Print Name: _____
My Commission expires: _____