

TOWN OF FALMOUTH

Code Administration

271 Falmouth Rd

Falmouth, Maine 04105

781-5253 fax 781-8677

email: pgriesbach@town.falmouth.me.us

#L3-018

December 1, 2000

Robert McDaniel
106 Sunset Rd
Falmouth, ME 04105

Dear Robert:

Enclosed please find a copy of a settlement agreement between the Town and Citicorp Mortgage, the former owner of your property. This agreement prohibits the single family residential use of the garage you own.

Sincerely,



Paul Griesbach
Code Enforcement Officer

JUN 19 1997

SETTLEMENT AGREEMENT

This Agreement is made this 19 day of June, 1997, between **CITICORP MORTGAGE, INC.**, a Delaware corporation with an office at P.O. Box 790014-MS 314, St. Louis, Missouri 63179 (the "Property Owner") and **THE TOWN OF FALMOUTH**, a municipal corporation located in Cumberland County, Maine (the "Town").

WHEREAS, the Property Owner is the owner of real property located at 18 Sunset Road, Falmouth, Maine, as further identified on Town of Falmouth Assessor's records, at Map HL3, Lot 18 and Lot 29 (collectively, the "Premises") which property was acquired pursuant to deed dated September 4, 1996 and recorded in Cumberland County Registry of Deeds in Book 12739, Page 110; and

WHEREAS, the Property Owner has determined that the improvements constructed on the Premises do not comply with certain of the dimensional requirements of the zoning ordinance currently in effect in the Town and did not comply with the ordinance in effect when constructed and subsequently constitute violations of the zoning ordinance; and

WHEREAS, the Town has determined that said violations occurred when the structures were erected on the Premises pursuant to building permits lawfully issued in 1973 and 1978 respectively; and

WHEREAS, abutters to the Premises have been notified of this Agreement; and

WHEREAS, the Zoning Board of Appeals in the Town has refused to grant after the fact variances to cure the violations of the dimensional requirements; and

WHEREAS, the Town has determined that no useful purpose will be served by requiring the removal of the structures which are in violation of the zoning ordinance and that the public health, safety and welfare of the Town is not adversely affected by allowing the structures to continue in existence;

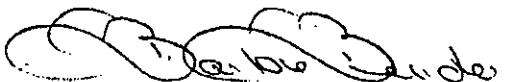
NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Property Owner agrees to record in the Cumberland County Registry of Deeds a restriction binding on the Property Owner and its successors and assigns that no portion of the Premises will be conveyed separately from the balance of the Premises.

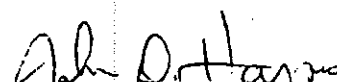
2. The Property Owner agrees to record in the Cumberland County Registry of Deeds a restriction binding on the Property Owner and its successors and assigns, that no part of the garage located on the Premises will be converted to a single family dwelling unit as defined in the Town of Falmouth Zoning Ordinance.
3. The Property Owner has paid herewith to the Town a penalty in the amount of Three Thousand Dollars (\$3,000) in settlement of all dimensional zoning ordinance violations existing as of the date hereof.
4. The Property Owner agrees to remove the front and rear decks from the house constructed on the Premises at its own cost and expense.
5. The Town agrees to waive its right under its Zoning Ordinance and the Laws of the State of Maine to seek judicial relief against the Property Owner or its successors and assigns for the particular zoning violations described above and in existence as of the date of this Agreement.
6. Both parties agree that this Agreement shall be recorded in the Cumberland County Registry of Deeds as evidence that the zoning violations set forth above are deemed cured and the resulting non-conformity shall hereby be deemed a lawful conformity which is allowed to continue under the Town of Falmouth zoning ordinance in effect on this date.

Executed as a sealed agreement this 19 day of June, 1997.

THE TOWN OF FALMOUTH

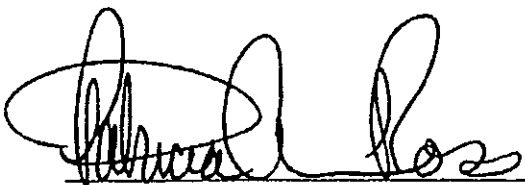


 Witness

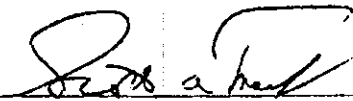
By: 

 John D. Harris, Town Manager

CITICORP MORTGAGE INC.



 Witness

By: 

 SCOTT A. FRENCH Its duly appointed officer
 VICE PRESIDENT

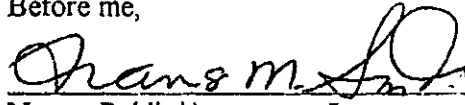
CAFILES\REALTY\CITICORP\AGREE-LI.REV

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

June 18, 1997

Then personally appeared the above-named **JOHN D. HARRIS**, Town Manager, Town of Falmouth, County of Cumberland, State of Maine and acknowledged the foregoing instrument to be his free act and deed in his capacity as Town Manager for **THE TOWN OF FALMOUTH**.

Before me,



Notary Public/Attorney at Law

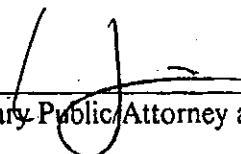
Print Name Frances M. Smith
My commission expires 1/23/2001

STATE OF MISSOURI
COUNTY OF St. Louis, SS.

6/19, 1997
SCOTT A. FRENCH VICE PRESIDENT

Then personally appeared the above-named , duly appointed officer for **CITICORP MORTGAGE INC.**, and acknowledged the foregoing instrument to be his free act and deed in his capacity as duly appointed officer for **CITICORP MORTGAGE INC.**

Before me,



Notary Public/Attorney at Law

Print Name _____
My commission expires _____

CAFILES\REALTY\CITICORP\AGREE-LI.REV

KAREN MORRISSEY
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. FEB. 25, 1999

**DEED
RESTRICTIONS**

CITICORP MORTGAGE, INC., a Delaware corporation with an office at P.O. 790014-MS 314, St. Louis, Missouri 63179, the owner of certain parcels of land located in the Town of Falmouth, County of Cumberland, State of Maine, and more particularly described in a deed dated September 4, 1996 and recorded in the Cumberland County Registry of Deeds in Book 12739, Page 110, (the "Premises") hereby agrees for itself and its successors and assigns that the Premises shall be subject to the following restrictions:

1. The Premises consisting of two (2) lots shown on the Town of Falmouth Assessors records as Map HL3, Lot 18 and Map HL3, Lot 29 shall not be conveyed separately from each other; and
2. The garage currently constructed on Assessors Map HL3, Lot 29 will not be converted to residential living space and no cooking facilities will be installed therein.

The above restrictions shall be binding on the Grantor and its successors and assigns and these covenants shall run with the land and the breach of any conditions hereof shall be enforceable by the Town of Falmouth and any abutter to the Premises.

IN WITNESS WHEREOF, Scott A. French the said Vice President of CITICORP MORTGAGE, INC., has executed this document this 19 day of June, 1997.

CITICORP MORTGAGE, INC.

By: 
Its duly authorized officer
SCOTT A. FRENCH VICE PRESIDENT

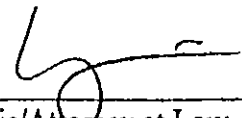
STATE OF MISSOURI
COUNTY OF St. Louis, SS.

6/19, 1997

SCOTT A. FRENCH VICE PRESIDENT

Then personally appeared the above-named SCOTT A. FRENCH VICE PRESIDENT and acknowledged the foregoing instrument to be his free act and deed in his capacity as a duly authorized officer of **CITICORP MORTGAGE, INC.**

Before me,


Notary Public/Attorney at Law

Print Name KAREN MORRISSEY
NOTARY PUBLIC STATE OF MISSOURI
My commission expires ST. LOUIS COUNTY
MY COMMISSION EXP. FEB. 25, 1999

