

## CONSENT AGREEMENT

By and Between  
Daniel and Catherine Chojnowski  
and  
The Town of Windham

WHEREAS Daniel and Catherine Chojnowski (“Owners”) are the current owners of record of certain real estate located at 12 Winchester Drive in the Town of Windham, Cumberland County, State of Maine, and identified as Map 22, Lot 20-4 on the Town’s tax maps current as of the date of this Agreement (“the Property”);

WHEREAS the Town of Windham is reviewing and considering legal action regarding whether the Property may be located within a subdivision that was created without Planning Board review and approval;

WHEREAS the Town of Windham acknowledges that Owners were not responsible for the creation of any subdivision containing the Property;

WHEREAS the Town of Windham reserves the right to prosecute the developer or developers of the subdivision for any violations of state or local laws related to the creation of the subdivision; and

WHEREAS both parties acknowledge that there is an inherent benefit to each other by reaching a settlement of these matters; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

### AGREEMENT

1. The Town of Windham agrees that it will not prosecute Owners nor their successors in interest for any violation of the Town of Windham Land Use Ordinance, Chapter 900, or the Maine Subdivision Law, 30-A M.R.S. Chapter 187, Subchapter 4, related to the creation or existence of any illegal subdivision which contains the Property.

2. The Town of Windham will not take any action to prevent the sale or transfer of the Property nor to prevent access to the Property; however, this shall not entitle Owners to further divide the Property.

3. Owners agree that they will not hold the Town of Windham or any of its officers, agents, officials or employees responsible for any flaw or defect related to roads, fire services, common areas or other improvements serving the Property that would have typically been addressed through the subdivision review process.

4. The Town of Windham agrees not to withhold any permit for construction of buildings or improvements or additions to the Property, or for an accessory building to be located on the Property, on the basis of subdivision violations, provided such construction complies with all other applicable building and land use standards.

5. Owners agree that any principal residential structure to be located on the Property shall be sprinkled in order to provide adequate fire protection. This provision may be waived if the Town of Windham Fire Chief agrees that other adequate fire protection provisions are in place at the time a building permit is sought.

6. This Consent Agreement shall not prevent the Town of Windham from prosecuting any violation on the Property that does not relate to the creation or existence of an illegal subdivision.

7. This Consent Agreement shall be recorded in the Cumberland County Registry of Deeds and shall be binding on Owners' successors and assigns.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 2019.

WITNESS:

**TOWN OF WINDHAM**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: Donald Gerrish

Its: Town Manager

Duly authorized by vote of Town Council  
July 16, 2019

STATE OF MAINE

COUNTY OF CUMBERLAND

\_\_\_\_\_, 2019

Then personally appeared the above-named Donald Gerrish, Town Manager of the Town of Windham, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the Town of Windham.

Before me,

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 2019.

WITNESS:

**OWNERS**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: Daniel Chojnowski

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: Catherine Chojnowski

STATE OF MAINE  
COUNTY OF CUMBERLAND

\_\_\_\_\_, 2019

Then personally appeared the above-named Daniel and Catherine Chojnowski, and acknowledged the foregoing instrument to be their free act and deed and the free act and deed.

Before me,

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_