

To accompany
Minutes of
5/22/2017
meeting of
BOS.

APPENDIX

CONSENT AGREEMENT
Pleasant Point Road
Town of Cushing, Maine

This document is a consent agreement made between **Heinz Windzio** of Bolton, Massachusetts, ("Property Owner"), and the **Town of Cushing**, a municipal corporation located in Knox County, Maine ("Town").

WHEREAS, Property Owner is the owner of real property located on Maple Juice Cove off Pleasant Point Road in Cushing, Maine, further identified on Town Assessors' Maps as Map 28, Lot 18-1, which he purchased on November 30, 2016 by the deed recorded in Book 5115, Page 36 of the Knox County Registry of Deeds ("Property");

WHEREAS, on February 16, 2002, the Cushing Planning Board approved the construction of a 20 foot by 20 foot "studio" on the Property in the RP District of the Cushing Shoreland Zoning Ordinance at the request of the former owners. The studio was a structure accessory to an allowed use. The allowed use was a residence located outside of the Shoreland Zone on Stones Point Road. At the time, the former owners owned a larger parcel of land.

WHEREAS, the studio as constructed included a wrap-around deck not described in the Planning Board permit.

WHEREAS, on November 16, 2015, the former owner of the Property sold a 3.23 acre portion of her larger parcel with the residence on it, leaving the studio as the only structure on the remaining 2.56 acres that comprise the Property;

WHEREAS, on August 26, 2016, after an inspection of the Property, the Town Code Enforcement Officer wrote a letter to the former owner expressing concerns about the possible use of the studio structure in violation of the 2002 Planning Board approval;

WHEREAS, the Property Owner ultimately wants to use the studio structure as a structure accessory to a new residential dwelling unit to be constructed on the Property. Before the new residential dwelling unit is completed, the Property Owner wants to be able to use the studio structure for a limited period of time as living space with any cooking facilities located outside of the Shoreland Zone; (3)

WHEREAS, the Property Owner and the Town wish to resolve an ongoing dispute and provide clarity regarding the status and legality of the use of the studio structure; and (4)

WHEREAS, the Property Owner plans to build a new residential dwelling unit in the next two years and seek Planning Board approval of the deck, which will return the status of the studio structure to a conforming structure accessory to the allowed residential use of the new residential dwelling unit to be used as additional living space; (5) (6) (7) (8)

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Property Owner acknowledges that the studio may not contain cooking, sleeping and toilet facilities that would make it a "residential dwelling unit" as defined by the Cushing Shoreland Zoning Ordinance.

2. The Town agrees that the existing 20 foot by 20 foot studio structure on the Property will be allowed to remain on the Property, may be occupied in its current location, and may contain a composting toilet and sleeping facilities. The studio shall not be used for sleeping for more than 20 nights per year until the new residential dwelling unit is constructed. The existing composting toilet or a similar replacement without plumbing will be used for the toilet facilities until the new residential dwelling unit is constructed. (9) (10) (11)

3. The Property Owner shall remove all cooking facilities from the studio, including the refrigerator, kitchen sink and related plumbing upon the signing of this Agreement. The